

FRANCHISE DISCLOSURE DOCUMENT



Hangry Joe's Franchising, LLC
A Virginia Limited Liability Company
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McLean, VA 22102
571-386-1700
email: info@hangryjoes.com
www.HangryJoes.com

Hangry Joe's Franchising, LLC d/b/a Hangry Joe's Hot Chicken offers a franchise opportunity to provide a fast-casual Hot Chicken sandwich restaurant offering premium chicken sandwiches with different spice levels, along with a specialized menu.

The total investment necessary to begin operation of a Hangry Joe's Hot Chicken franchise is \$305,500-\$518,000. This includes \$35,000 that must be paid to the franchisor or 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 governmenta; 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 Ki Young ("Derek") Cha, 7601 Lewinsville Road, Suite 310, McLean, VA 22102; 571-386-1700.

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 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, DC 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 29, 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 Exhibits E and F.
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 G 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 Hangry Joe's Hot Chicken business 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 Hangry Joe's Hot Chicken franchisee?	Item 20 or Exhibits E and F list 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 B.

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 Virginia. 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 Virginia than in your own state.
2. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21) calls into question the franchisor's financial ability to provide services and support to you.
3. **Unopened Franchises:** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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.

**MICHIGAN ADDENDUM
TO THE DISCLOSURE DOCUMENT**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logo type, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to: (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards; (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor; (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations; (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligation to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to Department of the Attorney General's Office, Consumer Protection Division, Franchise Section, G. Mennen Williams Building, 525 W. Ottawa Street, Lansing, Michigan 48913; telephone number (517) 373-7117.

THIS MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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

The Franchisor. To simplify the language in this disclosure document, the terms “we,” “us,” and “our” refer to Hangry Joe’s Franchising, LLC d/b/a Hangry Joe’s Hot Chicken, the Franchisor. The terms “you” and “your” refer to the person or entity that buys this franchise, including any guarantors.

We are a Virginia Limited Liability Company formed on June 9, 2021. Our principal business address is 7601 Lewinsville Road, Suite 310, McLean, VA 22102.

We do business as “Hangry Joe’s Hot Chicken.”

Exhibit B contains our agents for service of process.

Parents or Predecessors.

We do not have any parents or predecessors.

Affiliates.

From time to time, we may set up affiliate entities to operate company stores for a period of time.

Our affiliates do not offer franchises in any line of business or provide products or services to franchisees.

International Franchising.

Korea. In July 2022, we started franchising in Korea through Hangry Joe’s Korea. As of December 31, 2025, we had 0 franchised outlets in Korea.

UAE. In 2022, we started franchising in the United Arab Emirates (“UAE”) through a Master Franchise. As of December 31, 2025, the UAE Master Franchise had 2 franchised outlets in UAE.

Canada. In March 2025, we started franchising in Canada through Grewal Foods Inc. As of December 31, 2025, we had 0 franchised outlets in Canada.

Our Business and the Franchises Offered. The franchise offered is a fast casual Hot Chicken sandwich restaurant offering premium chicken sandwiches with different spice levels, along with a specialized menu.

We do not operate a business of the type being franchised. We do not engage in other business activities except the offering of franchises as disclosed here.

The General Market. The general market for this service is developed in some areas but still developing in others. Your services will primarily be sold to individuals. Sales are year-round.

Laws and Regulations. Your business may be subject to various federal, state, and local laws and regulations, including those that (i) establish general standards, specifications, and requirements for the construction, design, and maintenance of restaurant premises, (ii) regulate matters affecting the health, safety, and welfare of your customers, such as general health and sanitation requirements for restaurants, employee practices concerning the storage, handling, cooking, and preparation of food and beverages, restrictions on smoking, availability of and requirements for public accommodations, including restrooms, (iii) establish menu disclosure standards, and (iv) regulate the proper use, storage, and disposal of waste materials. If you serve alcoholic beverages, you will also be required to obtain and maintain a liquor license. Some state “dram shop” laws give rise to potential liability for injuries that are directly or indirectly related to the sale and consumption of alcohol. You should investigate the application of these laws further.

Competition. Our primary competition comes from other chicken sandwich and fast casual restaurants, including franchised and non-franchised national, regional, and local businesses.

Our Prior Business Experience. We have offered franchises of the type offered here since July 2021. We have not offered franchises in any other line of business. We have not conducted the type of business you will operate.

ITEM 2 BUSINESS EXPERIENCE

Ki Young (“Derek”) Cha, CEO. Mr. Cha has served as our CEO since June 2021. From December 2019 to the present, Mr. Cha has also served as the CEO of our Affiliate, TiG Food Services LLC in Fairfax, VA. From December 2018 until October 2019, Mr. Cha served as President of Thirsty Joe’s Franchising, LLC in Richmond, VA.

Min Soo (“Mike”) Kim, President. Mr. Kim has served as our President since February 2025. From June 2021 to February 2024, Mr. Kim served as our Chief Operations Officer. From December 2019 to the present, Mr. Kim has also served as the COO of our Affiliate, TiG Food Services LLC in Fairfax, VA. From 2002 until November 2020, Mr. Kim served as Manager for Hee Been in Alexandria, VA.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

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ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

You must pay to us an initial franchise fee of \$35,000 per Territory in a lump sum.

The initial franchise fee is not uniformly imposed. Some franchisees enter into agreements with us pursuant to which they receive compensation for generating additional franchisee leads. These individuals also purchase territories at a discounted rate depending on the number of territories they purchase. The franchise fee in these instances ranges from \$20,000 to \$25,000. We also reduce the initial franchise fee to \$25,000 to \$30,000 in some instances where franchisees purchase multiple territories.

Once paid, the initial franchise fee is fully earned and nonrefundable.

ITEM 6 OTHER FEES

Fee	Amount	Due Date	Remarks
Royalty Fee (Notes 1 and 2)	6.5% of Gross Revenues	Payable each Thursday as to the prior week's Gross Revenues	See Note 1 for a definition of Gross Revenues.
Local Advertising	The greater of 1% of Gross Revenues the prior month or \$1,000/month	Monthly	You agree to spend these sums pursuant to our guidelines in local advertising.
Advertising Fee	Up to 2% of Gross Revenues	Monthly	You agree to pay to this fee to support our advertising program.
Third party software fees	Actual amount incurred; approximately \$600 per month plus transaction costs	Monthly	You agree to pay fees to third party software providers per our specifications for use of POS and other software systems.
Update Training Fee	\$250 per attendee per day	At the time of training	We reserve the right to charge up to \$250 per attendee per day to provide Update Training.

Fee	Amount	Due Date	Remarks
Insufficient Funds Fee	\$50 per transaction	As incurred	You agree to pay this fee to us if an electronic transfer or other payment from you to us is declined.
Audit Fee	Cost of Audit plus \$50 per month Late Fee on any late payment	Immediately upon conclusion of audit	Payable if an audit discloses an under reporting of Gross Revenues or underpayment to us by 2% or more.
Annual Convention Fee	Up to \$350 per attendee	Before attending the Annual Convention	We reserve the right to impose this fee to attend our Annual Convention.
Testing/ Inspection Fees to Approve a Supplier	\$100/hour plus any costs incurred	When incurred	You must pay this fee to us if you request us to test and inspect a new supplier.
Transfer Fee	\$5,000 for a transfer of the franchise or a majority interest in it. \$2,500 upon transfer of minority interest.	Due before transferring	We must approve the transfer.
Renewal Fee	\$2,500	When you enter into a new franchise agreement upon the expiration of the term of your original franchise agreement	
Late fee	\$50 per month	10 days after billing	You must pay a late fee for each past due payment.
Client Refunds	The amount of any fee we refund to a client	As invoiced	If you do not resolve a client service complaint and we believe a reasonable basis exists for a refund to the client of all or a portion of the client fees, we may make the refund and bill you. You agree to pay the charges.

Fee	Amount	Due Date	Remarks
Assistance Fee in the event of death or incapacity	Our reasonable expenses plus 10% of Gross Revenues for the period in which we operate or assist in the operation of the Franchised Business.	At time of expense	We are entitled to this fee if we must operate your franchise due to your death or incapacity.
Sales, Excise, or Gross Receipts tax	Actual amount of tax paid	At time of payment of fees to us which are subject to any tax	If required by the federal, state or locality in which your franchise is located. Including sales, excise or gross receipts tax or similar type tax on the initial franchise fee, royalty, and other fees and costs.
Third party charges that we incur on your behalf	Actual amount of charge	At time of expense	If we incur third party charges on your behalf, you agree to reimburse us for any such charges.
Adulteration, Dilution or Failure of Sanitation Inspection Fee	\$500 per visit plus our actual expenses	At time of expense	If we inspect your Restaurant and find a violation, and we find the same violation at another inspection within one year, then you must pay the inspection fee and our expenses of correcting the violation, like travel expenses, cost of product sample analysis, and any attorney fees. For purposes of charging this fee, we charge for violations that jeopardize health, safety, and/or the brand.
Indemnity	Actual loss sustained	At time of expense	You must indemnify us from any loss caused by your operation of the Franchised Business.
Attorney Fees and Costs	Actual amount incurred	At time of expense	If we are the substantially prevailing party in litigation with you, you agree to pay our costs and attorney fees.

*Except where otherwise specified, we impose and collect all the fees in this table, you pay them to us, and we do not refund them.

Note 1: “**Gross Revenues**” means all of your revenue from operating the franchise, but excluding taxes collected from customers and paid to taxing authority, tips collected from customers and paid to employees, and reduced by the amount of any documented refunds, credits, allowances, and chargebacks the Business in good faith gives to customers.

Note 2: Before you may open for business, you must sign and deliver to us all bank documents needed to permit us to debit your bank account via ACH Electronic Transfer for all fees and payments due to us or our affiliates. If you change your bank account or transfer your account to a different bank, you must notify us within one day, and sign and deliver to us and the bank new documents to permit us to debit your bank account within three days. We require you to execute an Automatic Bank Draft Authorization and pay most fees to us via ACH electronic funds transfer. See Schedule 2 to the Franchise Agreement.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT*

Type of Expenditure	Estimated Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee (Note 1)	\$35,000	\$35,000	Check or EFT	Upon entering into franchise agreement	Us
Travel and Living Expenses to Attend Initial (Note 2)	\$3,000	\$5,000	Charge	Before and during initial training	Third-party vendors
Leasehold Improvements (Note 3)	\$75,000	\$150,000	Check/Charge	Before opening	Third-party vendors
Rent and Security Deposit (Note 4)	\$15,000	\$30,000	Check	As incurred	Landlord
Architectural Services (Note 5)	\$6,000	\$15,000	Check/Charge	Before opening	Architect
Signage (Note 6)	\$2,000	\$5,000	Check/Charge	Before opening	Third-party vendors
Furniture, Fixtures, Equipment, and Smallwares (Note 7)	\$100,000	\$150,000	Check/Charge	Before opening	Third-party vendors

Type of Expenditure	Estimated Amount		Method of Payment	When Due	To Whom Payment is to be Made
Computer Hardware, Software, and POS System (Note 8)	\$9,000	\$12,000	Check/Charge	Before opening	Third-party vendors
Supplies/Inventory (Note 9)	\$7,000	\$14,000	Check/Charge	Before opening	Third-party vendors
Grand Opening Advertising (Note 10)	\$2,000	\$5,000	Check/Charge	As incurred	Third-party vendors
Payroll (Note 11)	\$30,000	\$60,000	Check/ACH	Bi-weekly	Employees
Insurance (Note 12)	\$2,500	\$5,000	Check/Charge	As incurred	Third-party vendors
Professional Fees (Note 13)	\$3,000	\$5,000	Check/Charge	As incurred	Accountants, Attorneys
Utilities (Note 14)	\$1,000	\$2,000	Check/Charge	As incurred	Third-party utilities
Additional Funds- 90 days (Note 15)	\$15,000	\$25,000	Check/Charge	As incurred	Third party vendors
TOTAL (Note 16)	\$305,500	\$518,000			

*The initial fees listed above which are paid to us are nonrefundable as paid. Whether such fees paid to third parties are refundable would depend upon their policies. We do not finance any portion of your initial investment.

Note 1 – Initial Franchise Fee. We base the table above on the purchase of a single franchise.

Note 2 - Travel and Living Expenses to Attend Initial Training. We offer initial training at one of our franchise outlets. We will designate a location that is convenient to our corporate office and available when the training is scheduled. Travel and living expenses will vary depending upon whether you live within driving distance or whether you must fly, rent a car, or incur lodging expenses. Your costs may vary.

Note 3 – Leasehold Improvements. You will need to operate from an appropriate retail location. The amount of leasehold improvement expense that you will incur will depend upon whether the location was previously used as a restaurant and the amount of renovations and repairs needed to convert the outlet to a franchised restaurant.

The typical Hangry Joe's outlet is between 1200 to 1800 square feet and is located in a strip center. From time to time a stand-alone building with a drive through window is acceptable if we approve the site. A location on a busy street with a high traffic count is preferable.

Note 4 – Rent and Security Deposit. The amount of rent that you will incur will vary in the different market areas. We estimate rent for the first three months plus a security deposit for one month's rent. The low rent amount is based on securing a rent abatement for the first 3 months and paying only a security deposit in a moderate rent location. Rent abatement may not be possible in all areas depending on the strength of the local real estate market at the time.

Note 5 – Architectural Services. You will need to engage an architect to assist with your build out. Your costs will vary.

Note 6 – Signage. We provide estimates for interior and exterior signage. Type of signage allowed varies depending on city ordinances and landlord preferences. Your signage needs and costs will vary.

Note 7 – Furniture, Fixtures, Equipment, and Smallwares. You will need kitchen and restaurant furniture, fixtures, equipment and smallwares such as silverware.

Note 8 – Computer Hardware, Software, and POS System. You must comply with our computer hardware, software, and POS specifications which we set forth in detail in Item 11.

Note 9 – Supplies/Inventory. Your primary cost for supplies and inventory will be for food items, uniforms, and paper goods. Your costs may vary.

Note 10 – Grand Opening Advertising. We require you to engage in a Grand Opening Advertising campaign to draw attention to the opening of your business.

Note 11 – Payroll. Your payroll costs will vary depending upon how much of the management work you do and prevailing wage rates in your area.

Note 12 – Insurance. You will need insurance as we describe in detail in Item 8. We estimate above your insurance premium costs for the initial three months of operation only. You will normally pay insurance as you agree with your carrier (monthly, quarterly, semi-annually, or annually).

Note 13 – Professional Expenses. You may incur professional legal and accounting fees to assist you with this franchise purchase, your entity set up, licensing, and other legal and accounting issues.

Note 14 – Utilities. Utilities rates vary by market areas. Additionally, some utilities such as gas, electric, sewer, water, or trash removal are included in the lease rate and some are not.

Note 15 - Additional Funds-90 Days. We estimate the additional funds that you will need for the first 90 days of operations. Additional funds are to pay for permits, Local Advertising, miscellaneous expenses, and to maintain sufficient working capital. We base this estimate upon the years of experience our management team has in the restaurant industry.

Note 16 - Does not include Royalties, Advertising Fees, interest expenses, or taxes.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The Goods or Services Required to be Purchased or Leased:

Advertising and Marketing. You must use advertising material from us, a vendor that we designate, or we must approve the advertising in writing, prior to its use.

Architectural Services. You must use architectural services to assist with your build out. You may purchase these services from any qualified Architect but we must approve the plans.

Computer Hardware, Software, and POS System. We require you to use such computer hardware, software, and POS systems as we specify, which may include vendor designations.

Food and Beverages. You must purchase food and beverages pursuant to our specifications, which may include a vendor designation.

Furniture, Fixtures, Equipment, and Smallwares. You must purchase furniture, fixtures, equipment, and Smallwares pursuant to our specifications, which may include a supplier designation.

Insurance. You must purchase and maintain insurance that we specify. All policies must name us and our designated affiliates as an additional insured and you must furnish us proof of coverage. You may obtain additional insurance coverage as you feel necessary. You may purchase your insurance from any carrier rated A- or better subject to our approval, not to be unreasonably withheld. Here are our present insurance specifications:

Type	Amount
Comprehensive General Liability Insurance	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Additional Comprehensive General Liability Insurance	\$1,000,000
Employer's Liability, Worker's compensation, and Occupational Disease Insurance	\$1,000,000
Tenant Liability	\$75,000 per occurrence
Improvement and betterment (building coverage)	\$175,000
Care, Custody, or Control Insurance	\$150,000

(optional)	
All-Risk Property Insurance (optional)	80% of the replacement cost of the building; 100% of the replacement costs of the contents

You may elect to have reasonable deductibles for the coverages described in above.

Certificates of insurance must be sent in upon annual expiration date.

Leased Location. You will need a site in which to operate the Franchised Business. We furnish site selection guidelines. We require you to send to us any proposed lease and information as required by us to evaluate the site for our approval before you sign the lease. You may lease from any landlord.

Leasehold Improvements. You may purchase leasehold improvements from a Contractor or other supplier that we approve and you must build out your location pursuant to our specifications.

Signs. You must purchase signage pursuant to our specifications, which may include a vendor designation.

Supplies/Inventory. You must purchase supplies and inventory pursuant to our specifications, which may include vendor designations.

Whether we or our Affiliates are Approved Suppliers:

We are an approved supplier of advertising material, but not the only approved supplier of such items. Our Affiliate is not an approved supplier of goods or services you will use in your franchise.

Officer Interests in Suppliers:

Our officers, Ki Young (“Derek”) Cha and Min Soo (“Mike”) Kim, own an interest in us.

Alternative Suppliers:

We do not maintain written criteria for approving suppliers and thus these criteria are not available to you or your proposed supplier. We do permit you to contract with alternative suppliers if approved by us and they meet our criteria. We charge \$100/hour plus any costs incurred to test another supplier that you propose. If you wish to propose to us another supplier, you may submit the proposed supplier that you wish for us to consider in writing. Your request must include sufficient specifications, photographs, drawings and other information and samples to enable us to determine whether supplier meets our specifications. Your request must also provide confirmation that the supplier is financially sound and carries adequate liability insurance. We will examine the quality of the items and the supplier’s ability to supply a sufficient quantity in a timely way with good customer service to determine whether to consider adding the supplier to our list of approved vendors. We will notify you within 30 days if we approve or disapprove of an alternative supplier. If we revoke approval for a supplier, we will provide written notice to you.

Issuance and Modification of Specifications:

We issue and modify specifications and standards to franchisees or approved suppliers through our Operations Manual or through informational bulletins we issue from time to time.

Revenue from Required Purchases:

In the fiscal year ended December 31, 2025, we received \$438,625 in rebates from third party food and beverage suppliers on franchisee purchases of food and beverage items, representing 8.5% of our total revenue of \$5,143,127 in 2025.

In our last fiscal year ending December 31, 2025, our affiliates did not earn revenue or other material consideration from required purchases or leases by franchisees.

Required Purchases as a Proportion of Costs:

We estimate that required purchases described above will be approximately 70-80% of all purchases and leases by you of goods and services to establish a franchise and approximately 60-70% of your operating costs.

Supplier Payments to Us:

Designated food and beverage suppliers pay rebates to us on franchisee purchases from them.

We receive rebates from suppliers who sell certain food and beverage items to our franchisees from 1-5% of the amount of the food or beverage purchase.

Purchasing or Distribution Cooperatives:

At this time, we do not have any purchasing or distribution cooperatives.

Purchase arrangements:

We negotiate purchase arrangements with suppliers, including price terms, for the benefit of our franchisees.

Material Benefits:

We do not provide material benefits to you based on your use of a particular supplier. However, when your franchise is up for renewal, to continue your franchise rights, we require you to be in compliance with your franchise agreement, which includes compliance with any supplier standards that are contained in our Operations Manual.

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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.

Franchisee's Obligations	Section In Franchise Agreement	Item in Disclosure document
a. Site selection and acquisition/lease	3, 6.2	11
b. Pre-opening purchases/leases	6.10, 6.11, 6.12, 6.13	7, 8
c. Site development and other pre-opening requirements	6.2	11
d. Initial and ongoing training	5.8, 6.1, 6.8	11
e. Opening	6.3	11
f. Fees	4, 7, 15, 19.11	5, 6, 7, 8, 11
g. Compliance with standards and policies/Manual	6.4	8, 11
h. Trademarks and proprietary information	7, 8	13, 14
i. Restrictions on products/services offered	6.6	8, 16
j. Warranty and customer service requirements	6.7	6
k. Territorial development and sales quotas	3, 6.17	12
l. Ongoing product/service purchases	6.10, 6.11, 6.12	8
m. Maintenance, appearance & remodeling requirements	6.14	Not Applicable
n. Insurance	6.9	8
o. Advertising	7	8, 11
	13.3	6

Franchisee's Obligations	Section In Franchise Agreement	Item in Disclosure document
p. Indemnification		
q. Owner's participation/management/staffing	6.5	15
r. Records and reports	9	11
s. Inspections and Audits	9	11
t. Transfer	14	17
u. Renewal	2.2	17
v. Post-termination obligations	11	15, 16, 17
w. Non-competition covenants	12	15, 16, 17
x. Dispute resolution	19	17

ITEM 10 FINANCING

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

ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Before Opening:

Initial Training. We provide initial training at one of our franchise outlets that we designate. The topics covered in initial training are described in the chart below in this Item 11. (Franchise Agreement, Section 5.1).

Site Selection. We do not generally own the premises and lease it to you. We provide to you criteria to help you select a site. We must approve any site you select before you sign a lease for that location. We do not select the site. We will typically approve or disapprove a proposed site within 14 days of your submission to us of the information required by us on the proposed site.

We consider the following factors when reviewing a proposed site: (i) residential and office building population, (ii) income levels, (iii) demographics, (iv) competition, (v) visibility, (vi) proximity to

other of our locations, (vii) accessibility, (viii) traffic, (ix) size, (x) condition and character, (xi) parking, and (xii) available signage.

If you do not locate a site of which we approve within 120 days of the date of the Franchise Agreement, we can terminate the Franchise Agreement without any refund to you, or allow you more time. (Franchise Agreement, Section 5.2(a)).

Plans and Layout. We will furnish a sample site layout plan. (Franchise Agreement, Section 5.2(b)).

Build out. It is your responsibility to conform the premises to federal, state or local ordinances, building codes, licensing requirements and obtain any required permits. (Franchise Agreement, Section 6.2(b)).

Lease. Before you sign a lease, sublet a space, purchase space or make any binding to commitment to do so, we must approve, in writing your proposed lease or purchase agreement. (Franchise Agreement, Sections 5.2(c) and 6.2(d)).

Assistance to Hire and Train Employees. We provide assistance in the type and number of employees that should be hired. However, you are solely responsible for hiring, firing, compensating, paying applicable payroll taxes and day-to-day supervision and control over your employees. (Franchise Agreement, Section 5.3).

Assistance to obtain equipment, signs, fixtures, opening inventory, and supplies. We provide guidance to obtain equipment, signs, fixtures, opening inventory, and supplies by providing the names of approved vendors or specifications for these items. We do not deliver or install these items. (Franchise Agreement Section 5.4).

Operations Manual. We provide access to our Operations Manual (“Manual”) to offer guidance in the operation of your Franchised Business. (Franchise Agreement, Section 5.5).

Establishing Prices. We provide assistance and guidance in establishing prices for products and services. In particular, we suggest recommended prices which such recommended prices vary geographically. (Franchise Agreement, Section 5.5).

Length of Time Before Opening: The typical length of time between the signing of the Franchise Agreement and the opening of your outlet is 6-12 months. You agree to begin operations and be open for business no later than 12 months from the time both parties execute the franchise agreement. If you and we can not agree on a site, we can allow you more time to search for a site or terminate the franchise agreement.

Factors that can affect the time length in which to be open for business include: the time needed to (1) obtain financing; (2) enter into a lease; (3) comply with zoning; (4) obtain licenses and permits; (5) perform construction; (6) weather conditions; (7) acquire and install furniture, fixtures, equipment, and signage; and (8) hire and train staff.

During the Operation of the Franchise:

Operational Support. We offer assistance with operating problems and issues that you may encounter. (Franchise Agreement, Section 5.6).

Marketing Support. We offer marketing assistance and support. (Franchise Agreement, Section 7).

Computer Hardware and Software. We specify computer hardware and software to assist in the operation of your Franchised Business. (Franchise Agreement, Section 5.7).

Additional Training or Seminars. We may elect to offer additional training or seminars. (Franchise Agreement, Section 5.8).

Advertising Program and Fund:

Grand Opening Advertising. You agree to spend \$2,000 - \$5,000 pursuant to our guidelines on Grand Opening Advertising.

Local Advertising. We require you to spend the greater of \$1,000 or 1% of your Gross Revenues the prior month on local advertising pursuant to our guidelines.

Advertising Fund. We reserve the right to implement an Advertising Fund and if we do, you agree to contribute 2% of your Gross Revenues into our Advertising Fund. Franchisor owned outlets do not have to contribute to the Advertising Fund, but may do so. We administer the Advertising Fund. The Fund is not audited. Unaudited financial statements of the Advertising Fund will be made available to you upon written request.

If not all Advertising Fees are spent in the fiscal year in which they accrue, we will carry over those fees and apply them to the next fiscal year.

We may not use Advertising Fees to solicit new franchise sales.

In our last fiscal year ending December 31, 2025, we received \$135,188 in Advertising Fund Fees and spent \$8,062 (3.1%) on Production, \$20,000 (7.7%) on Media Placement, \$17,350 (6.7%) on Events, and \$159,676 (36.8%) on Administrative Expenses. We carry any unspent balance forward to apply to future years.

Our Obligation to Conduct Advertising. At present, we do not have an Advertising Fund. If we implement an Advertising Fund in the future, we will use monies in the Advertising Fund to conduct or advise you in the conduct of advertising or conduct advertising ourselves using online, radio, television, direct mail, billboards, print or other advertising. We may use local, regional, or national advertising. We may produce advertising material in-house or through outside agencies. We are not required to spend any amount on advertising in the area or territory where you will be located. (Franchise Agreement, Section 7.6).

Corporate Website. We will develop and maintain a comprehensive website that contains your location's contact information. (Franchise Agreement, Section 7.6).

Digital Marketing. We may create, operate and promote websites, social media accounts (including but not limited to Facebook, twitter, and Instagram), applications, digital advertising (including pay-per-click and display ads) or other means of digital marketing to promote the brand, Franchised Business, marks and franchise opportunities. We have the sole right to control all aspects of any digital marketing including all digital marketing related to your Franchised Business. (Franchise Agreement, Section 7.6).

Digital Campaigns. We may negotiate contracts with vendors such as Google AdWords. If you choose to participate, you must pay your pro-rata share either directly to the vendor or reimburse us if we are paying the vendor. (Franchise Agreement, Section 7.6).

Use of Your Own Advertising Material. You may use your own advertising materials provided that you submit them to us and we approve them, in writing, and they adhere to federal, state and local law. If our written approval is not received within 14 days from the date we received the material, the material is deemed disapproved. (Franchise Agreement, Section 7.7).

Private Websites. You are not allowed to have an independent website or obtain or use any domain name (Internet address) for your Franchised Business, without first obtaining our written approval. (Franchise Agreement, Section 7.7).

Advertising Council. We do not have an advertising council composed of franchisees that advises us on advertising policy.

Advertising Cooperative. You are not required to participate in a local or regional advertising cooperative.

Computer and Cash Register Systems:

You must comply with our computer hardware, software, and POS specifications. At present, we require you to have an internet connection, email, and the following hardware and software:

Hardware
1 desktop or laptop computer with internet access and printer/ copier/ scanner; Hardware for Restaurant 365, Digital Manager, and Toast POS and Credit Card Processing System
Software
Toast POS System, Restaurant 365, Digital Manager, Quickbooks Online

The computer hardware, software, and POS System can be obtained for approximately \$9,000 - \$12,000.

Neither we nor our affiliates or any third party have any obligation to provide ongoing maintenance, repairs, upgrades or updates. You must maintain your computer systems in good

working order and must replace, update or upgrade your hardware systems as we require. There are no contractual limitations regarding the frequency or costs of required upgrades or updates relating to the computer system. The estimated annual cost of optional or required maintenance, updating, upgrading, or support contracts to your computer systems is approximately \$1,000.

Independent Access to Information. We have and you are required to provide independent access to the information that will be generated or stored in your computer systems, which includes, but not limited to, customer, transaction, and operational information. You must at all times give us unrestricted and independent electronic access to your computer systems and information, as well as your security camera systems. There are no contractual limitations on our right to access the information. We have the right to review your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Franchised Business and any other operations taking place through your Franchised Business. If, as part of a review of your business, we request a copy of any business records, you must send us at your expense these records within five business days of receiving our request.

Operations Manual:

Exhibit H contains the Table of Contents to the Operations Manual along with the page count per chapter. The total page count of the Operations Manual is 443 pages.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On the Job Training	Location
Products and Daily Operations (overall)	8	32	Note 1
Shift Management	2	6	
Administrative/Back Office	2	6	
Sanitation/Health	2	6	
Point of Sale System	2	6	
Marketing/ Catering	2	6	
Total	18	62	

Note 1- We offer initial training at an Affiliate restaurant location or another location we designate.

The following Instructors teach our initial training program: Derek Cha, Mike Kim, Hyun Soo (“Jay”) Kim, and Joseph Hyonsok Oh. Guest Instructors may also make select presentations. Item

2 contains the nature of the Instructors' experience as to Derek Cha and Mike Kim. We set forth the nature of Jay Kim's and Hyonsok Oh's experience here:

Jay Kim, Manager. Jay Kim has served as a Manager for us since June 2021. From June 2019 to May 2021, Jay Kim served as a Manager for Pike Kitchen in Rockville, MD. From 2002 until May 2019, Jay Kim served as a Manager for Hee Been in Alexandria, VA.

Joseph Hyonsok Oh, National Director of Operations. Joseph Hyonsok Oh has served as our National Director of Operations since June 2021. From August 2012 to September 2021, Joseph Hyonsok Oh served as Owner of J3, Inc. d/b/a Coffee Nature in Washington, D.C.

We set forth the length of the Instructors' experience in the industry and with the franchisor below:

<u>Instructor</u>	<u>Years of Experience in the Field</u>	<u>Years of Experience with the Franchisor*</u>
Derek Cha	11	5
Mike Kim	23	5
Jay Kim	23	5
Joseph Hyonsok Oh	14	5

*Includes years of experience with any of our affiliates.

We intend to hold initial training classes quarterly, or more often if necessary.

We use the Operations Manual and the kitchen facilities of a restaurant to conduct initial training.

We do not charge for you to attend initial training, but you are responsible for travel, lodging, transportation, meal costs, and your employees' wages to attend initial training.

We require that you or, in the case of an entity, your principals, attend initial training. You may enroll your Management personnel upon our approval. Your successful completion of initial training to our satisfaction is required to operate a franchise within three months of signing the franchise agreement. We advise you during or immediately after initial training if you have successfully completed the course.

Additional Training or Seminars. We may elect to offer and require you to attend, either live or electronically, additional training and seminars that we may offer. We may charge up to \$250 per person trained per day, plus any expenses we incur to provide this training. You must also pay any travel and living expenses that you or we incur to attend training.

ITEM 12 TERRITORY

The territory will normally be for a radius of 2-5 miles around your outlet.

We may approve relocation of the franchised business if we feel that conditions have changed such that a relocation represents a sound business decision.

We would not normally grant to you approval to open an additional outlet within your territory, but may grant you additional franchise territories if we feel you have the time, energy, capital, and management structure to be able to successfully open and operate another territory.

We do not grant you options, rights of first refusal, or similar rights to acquire additional franchises.

You will receive an exclusive territory, meaning a geographic area within which we promise not to establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks.

Continuation of your territorial rights does not depend on achieving a certain sales volume, market penetration, or other contingency, and we may not alter your franchise territory, even if there is a population increase in your territory.

We or an affiliate reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to solicit or accept sales within your territory using our principal trademarks, however, we would normally direct inquiries for services from within your territory to your outlet.

We or an affiliate also reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory of products or services under trademarks different from the ones that you will use under the franchise agreement.

We are not obligated to pay compensation to you for soliciting or accepting orders from inside your territory.

You and other franchisees may not solicit (but may accept) orders from consumers outside of your territory, including through the use of other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, but you may engage in internet and social media marketing pursuant to our guidelines which such marketing may extend outside your territory. We also reserve the right to implement cross-territorial protocols and other guidelines applicable to such situations as group advertising buys by multiple franchisees which may extend into multiple territories, solicitation of orders of individuals who may reside in one territory, yet work in another, and other cross-territorial situations. You agree to abide by any such cross-territorial protocols.

Neither we nor an affiliate operates, franchises, or has plans to operate or franchise a business under a different trademark which such business sells or will sell goods or services similar to those you will offer, but we reserve the right to do so.

ITEM 13 TRADEMARKS

The franchise agreement licenses to you the right to use the following principal trademarks (“Marks”) registered with the U.S. Patent and Trademark Office (“USPTO”):

Description of Mark	Serial/Registration Number	Principal Supplemental Register of the USPTO or	Registration Date
Hangry Joe’s	6671086	Principal	March 15, 2022
	7078875	Principal	June 13, 2023
	99421961	Principal	Not Registered; Pending; Applied for September 30, 2025

The following statement applies to the unregistered trademark in the table above: We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We have filed all required affidavits and renewals.

There are currently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or any court; or any pending infringement, opposition, or cancellation proceeding in which we unsuccessfully sought to prevent registration of a trademark in order to protect a trademark licensed by the franchisor. There are no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

There are no currently effective agreements that significantly limit our rights to use or license the use of our trademarks listed in this section.

If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us. We are not required to take affirmative action when notified of these uses or claims.

We have the sole right to control any administrative proceedings or litigation involving a trademark licensed by us to you. The Franchise Agreement does not require us to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorably to you.

If we discontinue or modify our Marks, you must adopt and use any new marks as required by us. Any expenses you incur because of adopting and using these marks are your responsibility.

We do not know of any superior prior rights or infringing uses that could materially affect your use of our Marks anywhere.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

At this time, we do not hold any patents material to the franchise system. We claim a copyright to our Operations Manual, marketing material such as our website text, and other printed material, although we have not presently filed a registration of those copyrights. We consider all of these items confidential and proprietary. Upon termination of your franchise agreement, you must return to us our Operations Manuals and any confidential information.

You will not directly or indirectly disclose, publish, disseminate or use our “Confidential Information” except as authorized in the Franchise Agreement. You may use our Confidential Information to perform your obligations under the Franchise Agreement, but in doing so you will only allow dissemination of our Confidential Information on a need-to-know basis and only to those individuals that have been informed of the proprietary and confidential nature of such Confidential Information. We may share performance data of your franchised business between us, our employees and affiliates, our franchisees and their employees. You agree to keep such performance data confidential.

“Confidential Information” means our information or data (oral, written, electronic or otherwise), including, without limitation, a trade secret, that is valuable and not generally known or readily available to third parties obtained by you from us during the term of the Franchise Agreement. The Confidential Information of ours includes all intellectual property associated with our Franchise system, all other materials relating to our Franchise system that are not a matter of public record, and all information generated during the performance of the Franchise Agreement.

“Customer Data” is considered Confidential Information, and includes all information about Customers that may be collected in connection with their use of your services, including, but not limited to, name, telephone number, address and email address.

Upon termination of your franchise agreement, you must return to us our Operations Manuals and any Confidential Information. You may never - during the initial term, any renewal term, or after the Franchise Agreement expires or is terminated - reveal any of our Confidential Information to any other person or entity or use it for the benefit of any other person or business.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are required to participate personally in the direct operation of the Franchised Business or have a Designated Manager who attends and successfully completes our initial training to our satisfaction. Any replacement Designated Manager must also attend and successfully complete our initial training to our satisfaction. Any Designated Manager must also sign a Confidentiality and Non-Compete Agreement as we may specify. A Designated Manager is not required to have any equity interest in the franchisee’s business.

You and any Designated Manager must pass a background check.

All owners of this franchise must guarantee the obligations under the Franchise Agreement.

Spouses who are not owners of the franchise are not required to sign any personal guaranty, confidentiality, or noncompete agreement.

You agree to accurately and completely furnish to us the names, contact information, and ownership percent on anyone owning an interest in this franchise on the Signature Page to the Franchise Agreement. No change to the owners or ownership percentages are permitted without our prior written consent.

Your Franchised Business must be open such days and hours as we specify in the Operations Manual or other informational bulletin, and the days and hours may change.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer for sale through your franchised business only a Chicken sandwich style restaurant as specified by us and such products and services that we have approved in writing. We may designate products or services as optional or mandatory. You may not sell any goods or services that we have not authorized or approved.

You may offer your services to any customers, consistent with your territorial rights.

You are required to sell all goods or services that we authorize, unless prohibited by your applicable local law, or approved by us. We may change the types of authorized goods and services sold by franchisees. There are no limits on our right to make changes to the authorized goods and services sold by franchisees, however, we may not fundamentally alter the nature of the franchise offered. We may, at our sole discretion, revoke approval of a previously approved goods or services, at which case you must immediately stop selling the revoked services or products.

For the duration of your franchise agreement, you may not offer competitive services in the states and territories of the United States unless you receive our prior written consent.

You will not, directly or indirectly, for a 2-year period after the termination, expiration, or non-renewal of this Agreement, including a sale of the franchise or your interest in it, offer a fast casual Hot Chicken sandwich restaurant in the Territory or within 25 miles of the boundaries of the Territory, or within 25 miles of any other outlet of ours or a franchisee of ours in operation at the time.

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.

Provision	Section In Franchise Agreement	Summary
a. Length of the franchise term	2	10 years.
b. Renewal or extension of the term	2	Can be renewed for successive ten (10) year terms if you are in compliance with your Franchise Agreement ("Agreement").
c. Requirements for you to renew or extend	2, 4.11	Renewing your Franchise Agreement means that you are able to continue your operations as a franchisee for an additional term. You must pay the renewal fee of \$2,500, sign a general release of claims, notify us in writing at least 180 days before the expiration of the Agreement, and sign our then current Agreement, which may contain materially different terms and conditions than your original contract.
d. Termination by franchisee	10.1	You may terminate the Agreement if you sell the franchise pursuant to the terms of the Franchise Agreement, do not renew, or upon any grounds allowed under applicable law.

Provision	Section In Franchise Agreement	Summary
e. Termination by franchisor without cause	None	Not applicable
f. Termination by franchisor with cause	10.2, 10.3	We can terminate only if you default.
g. "Cause" defined – curable defaults	10.3	Violate the Agreement, Manual, any other agreement with us, or owe monies to us more than 30 days past due, and do not cure such breach within 30 days after notice.
h. "Cause" defined – non-curable defaults	10.2	Do not pass initial training, fail to obtain our approval of a site or open on time, become insolvent, commit a material violation of law, abandon the Franchised Business, submit a materially false Franchise Application, fraud, uncured default of other agreement, fail to pay suppliers an amount exceeding \$3,000 for more than 60 days; fail to permit us to inspect or audit your franchise; or commit three or more breaches within 12 months.
i. Franchisee's obligations on termination/renewal	11	Cease operations and stop using our marks; pay debts due to us; cancel or assign telephone numbers to us; assist in lease transfer and our purchase of your assets, at our option; return Manual and Confidential Information to us; cancel fictitious names; adhere to other post term duties; execute any necessary documents.
j. Assignment of contract by franchisor	14.1	We may assign to a successor in interest who remains bound by terms of Agreement.
k. "Transfer" by franchisee - defined	14.2	Includes transfer of Franchise Agreement, any interest of the Franchise Agreement, or substantially all of the assets of the Franchised Business.
l. Franchisor's approval of transfer by franchisee	14.2	We have the right to approve all transfers.
m. Conditions for franchisor's approval of transfer	14.5	You must be: -current in monetary obligations; -in compliance with the Franchise Agreement; -execute any transfer, amendment, or release forms that we may require; -provide to us a copy of the proposed transfer documents; -transferee must meet our criteria; -transferee must execute our then-current Franchise Agreement; -pay to us the Transfer Fee;

Provision	Section In Franchise Agreement	Summary
		-transferee must satisfactorily complete our initial training program; -comply with the post-termination provisions; -transferee must obtain necessary licenses and permits; -obtain any lessor approval for transfer; -the transfer must be made in compliance with any laws that apply to the transfer; -the purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation; -you must request that we provide the prospective transferee with our current franchise disclosure document.
n. Franchisor's right of first refusal to acquire franchisee's business	14.6	We have a right of first refusal to match any purchase offer for your franchise, any interest in the franchise, or substantially all the assets of the Franchised Business.
o. Franchisor's option to purchase franchisee's business	11(g)	We have a right to purchase your furniture, equipment, signage, fixtures, and supplies post-termination.
p. Death or disability by franchisee	15	Transfer must be commenced within 60 days, completed within 6 months; we must approve the transferee, transferee must attend and successfully complete training, and sign our current Agreement.
q. Non-competition covenants during the term of the franchise	12	No competition allowed in the United States and its territories.
r. Non-competition covenants after the franchise is terminated or expires	12	You may not compete in the Territory or within 25 miles of the Territory (or any other outlet of ours) for 2 years.
s. Modification of the agreement	16	No modifications except to Operations Manual. Revisions to the Manual will not unreasonably affect the franchisee's obligations, including economic requirements, under the Agreement.
t. Integration/merger clause	18	Only the terms in the franchise agreement are binding (subject to federal or state law). Any representations or promises made outside the disclosure document and franchise agreement may not be enforceable. No claim in any franchise

Provision	Section In Franchise Agreement	Summary
		agreement(s) is intended to disclaim the representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	19	You must first attempt to resolve claims against us through mediation. Illinois, Maryland, and Washington franchisees must arbitrate claims against us.
v. Choice of forum	19	All claims must be brought before a court of general jurisdiction closest to our corporate office, presently McLean, VA (subject to applicable state law). However, your local law governs the non-compete.
w. Choice of Law	19	Virginia law governs (subject to applicable state law).

ITEM 18 PUBLIC FIGURES

We have not paid any compensation or other benefit to a public figure for the use of their endorsement or recommendation of the franchise to prospective franchisees.

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 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 Ki Young ("Derek") Cha, 7601 Lewinsville Road, Suite 310, McLean, VA 22102; 571-386-1700; the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

System Wide Outlet Summary
For Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	20	51	+31
	2024	51	95	+44
	2025	95	114	+19
Company-Owned	2023	2	0	-2
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	22	51	+29
	2024	51	95	+44
	2025	95	114	+19

Table No. 2

Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)
For Years 2023 to 2025

State	Year	Number of Transfers
Maryland	2023	2
	2024	2
	2025	2
Texas	2023	0
	2024	1
	2025	0
Virginia	2023	6
	2024	4
	2025	3
Total	2023	8
	2024	7
	2025	5

Table No. 3

**Status of Franchised Outlets
For Years 2023 to 2025***

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations-Other Reasons	Franchised Stores Operating at Year End
Alabama	2023	0	1	0	0	0	0	1
	2024	1	1	1	0	0	0	1
	2025	1	0	0	0	0	0	1
Arkansas	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Delaware	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	0	0	0	0	0	2
District of Columbia	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Florida	2023	0	1	0	0	0	0	1
	2024	1	7	0	0	0	0	8
	2025	8	1	0	0	0	6	3
Hawaii	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Illinois	2023	0	3	0	0	0	0	3
	2024	3	5	0	0	0	0	8
	2025	8	0	0	0	0	0	8
Indiana	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Iowa	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Maryland	2023	4	4	0	0	0	0	8
	2024	8	4	0	0	0	0	12
	2025	12	7	0	0	0	0	19
Michigan	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Minnesota	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations-Other Reasons	Franchised Stores Operating at Year End
New Jersey	2025	1	2	0	0	0	0	3
	2023	0	2	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	0	0	0	0	1	2
New York	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
North Carolina	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	3	0	0	0	0	5
North Dakota	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
Ohio	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Oklahoma	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Pennsylvania	2023	0	2	0	0	0	0	2
	2024	2	2	0	0	0	0	4
	2025	4	3	0	0	0	0	7
South Dakota	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Tennessee	2023	0	0	0	0	0	0	0
	2024	0	4	0	0	0	0	4
	2025	4	1	0	0	0	1	4
Texas	2023	2	4	0	0	0	0	6
	2024	6	3	0	0	0	0	9
	2025	9	2	0	0	0	2	9
Virginia	2023	14	13	0	0	0	0	27
	2024	27	7	0	0	0	0	34
	2025	34	4	0	0	0	0	38
Washington	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Total	2023	20	31	0	0	0	0	51
	2024	51	45	1	0	0	0	95
	2025	95	29	0	0	0	10	114

*If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

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

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Maryland	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
New Jersey	2023	1	0	0	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Texas	2023	1	0	0	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Virginia	2023	0	0	0	0	0	0
	2024	0	0	1	0	1	0
	2025	0	0	0	0	0	0
Total	2023	2	0	0	0	2	0
	2024	0	0	1	0	1	0
	2025	0	0	0	0	0	0

*Company outlets refers to outlets run by our affiliates, as disclosed in Item 1.

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

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	3	0	0
Alaska	0	0	0
Arizona	0	0	0
Arkansas	1	1	0
California	0	0	0
Colorado	0	0	0

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Connecticut	0	0	0
Delaware	0	0	0
D. of Columbia	1	0	0
Florida	11	2	0
Georgia	8	0	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	1	0	0
Indiana	3	2	0
Iowa	1	0	0
Kansas	0	0	0
Kentucky	4	0	0
Louisiana	2	0	0
Maine	0	0	0
Maryland	18	9	0
Massachusetts	2	1	0
Michigan	4	2	0
Minnesota	7	0	0
Mississippi	0	0	0
Missouri	2	1	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	0	0	0
New Jersey	3	1	0
New Mexico	0	0	0
New York	0	0	0
North Carolina	13	5	0
North Dakota	0	0	0
Ohio	7	3	0
Oklahoma	1	0	0
Oregon	0	0	0
Pennsylvania	0	0	0
Rhode Island	2	1	0
South Carolina	1	1	0
South Dakota	1	1	0
Tennessee	10	1	0
Texas	18	1	0
Utah	0	0	0
Vermont	0	0	0
Virginia	4	2	0

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Washington	0	0	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	0	0	0
TOTALS	128	34	0

Exhibit E contains a list of the names of all current franchisees and the address and telephone number of each of their outlets.

Exhibit F contains a list of the names, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who have not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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

We are not aware of any trademark-specific franchisee organizations associated with the franchise system being offered.

ITEM 21 FINANCIAL STATEMENTS

Exhibit G contains our audited financial statements as of our fiscal years ended December 31, 2025, 2024, and 2023.

ITEM 22 CONTRACTS

The proposed agreements regarding this franchise offering are included as exhibits to this Disclosure Document as follows:

- C. Franchise Agreement
 - Schedule 1-Territory
 - Schedule 2-Automatic Bank Draft Authorization
 - Schedule 3-Telephone & Internet Assignment
 - Schedule 4-Lease Rider
 - Schedule 5-State Addenda to the Franchise Agreement
- D. Release

ITEM 23
RECEIPT

Exhibit J contains two copies of a Receipt of our Disclosure Document.

EXHIBIT A

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the California Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

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 FRANCHISE DISCLOSURE DOCUMENT.

Item 3 of the Disclosure Document is amended by adding the following paragraph:

Neither we nor any person or franchise broker in Item 2 of this 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 these persons from membership in this association or exchange.

Item 17 of the Disclosure Document is amended by adding the following paragraphs:

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

Item 17.g. of the Disclosure Document is modified to state that, in addition to the grounds for immediate termination specified in Item 17.h., the franchisor can terminate upon written notice and a 60 day opportunity to cure for a breach of the Franchise Agreement.

Item 17.h. of the Disclosure Document is modified to state that the franchisor can terminate immediately for insolvency, abandonment, mutual agreement to terminate, material misrepresentation, legal violation persisting 10 days after notice, repeated breaches, judgment, criminal conviction, monies owed to the franchisor more than 5 days past due, and imminent danger to public health or safety.

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.

The franchise agreement requires application of the laws of Virginia. This provision may not be enforceable under California law.

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

YOU MUST SIGN A GENERAL RELEASE OF CLAIM IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER

OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CODE §§31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE §20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§20000 THROUGH 20043).

Our website is located at www.HangryJoes.com

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.

The highest interest rate allowed by law in California is ten percent (10%) annually.

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.

FAST FOOD ACT

The following is added to Item 1 of the FDD:

Franchisees located in California are required to comply with all applicable California labor laws, including labor laws that may apply to certain fast food restaurant industry employees. (Please note that this is only applicable to restaurants that are part of a restaurant chain of at least 60 establishments nationwide.) Specifically, California franchisees operating certain fast food restaurants must comply with Part 4.5.5 (commencing with Section 1474) of Division 2 of the California Labor Code (codifying Assembly Bill No. 1228) which established the California Fast Food Council (“CFFC”) which has the authority to increase the hourly minimum wage subject to certain limitations, and to set forth requirements, limitations, and procedures for adopting and reviewing fast food restaurant health, safety, and employment standards in California.

The following is added to Item 7 of the FDD:

Compliance with the bill law may increase your expenses (including increased wages) and the amount of your initial investment. You may review the Department of Industrial Relations website at [Fast Food Minimum Wage Frequently Asked Questions \(ca.gov\)](http://Fast Food Minimum Wage Frequently Asked Questions (ca.gov)) for further information and consult with an attorney specializing in labor law in determining any additional costs.

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

HAWAII ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Hawaii Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

THESE FRANCHISES 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 of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, HI 96813

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.

Initial Fee Deferral:

Item 5 of the FDD is amended to also include the following: “We defer the payment of all initial fees paid by you to us until we have performed all pre-opening obligations and you are open for business.”

ILLINOIS ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Illinois Franchise Disclosure Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

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. The conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal may be affected by 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 of the Franchise Agreement purporting to bind you to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.
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.
6. Surety Bond. Item 5 of the Disclosure Document is supplemented with the following: “Based on our current financial condition, the Illinois Attorney General’s Office has required a financial assurance which is being satisfied by posting a surety bond which we filed with the Illinois Attorney General’s Office.”

MARYLAND ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Maryland Franchise Registration and Disclosure Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.b. is modified to also provide, “The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17.u. is modified to also provide, “This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.”

3. Item 17.v. is modified to also provide, “Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.”

4. 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.

5. Initial Fee Deferral:

Items 5 and 7 of the Disclosure Document are modified to also provide: “Based upon the franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.”

Significant Expansion. During the last 2 years, the franchisor expanded significantly and plans to continue to grow aggressively. This franchise is likely to be a riskier investment than a franchise that grows gradually.

MINNESOTA ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Minnesota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. 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 Franchise Disclosure Document or agreements 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 Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), 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 that consent to the transfer of the franchise will not be unreasonably withheld.
- 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.
 1.
 - Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).
 - 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.

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

Item 6 is modified to also state: "NSF checks are governed by Minnesota Statute 60A.113, which puts a cap of \$30 on service charges. Please amend the Minnesota Addendum accordingly."

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other

person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

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.

Initial Fee Deferral:

Items 5 and 7 of the Disclosure Document are amended to also add the following: The franchisor defers the receipt of the initial franchise fee until the franchised business opens.

NEW YORK ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the New York franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities,

antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled **“Requirements for franchisee to renew or extend,”** and Item 17(m), entitled **“Conditions for franchisor approval of transfer”**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled **“Termination by franchisee”**:

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled **“Choice of forum,”** and Item 17(w), titled **“Choice of law”**:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--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.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NORTH DAKOTA ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the North Dakota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Restrictive Covenants: To the extent that covenants not to compete apply to periods after the term of the franchise agreement, they are generally unenforceable under North Dakota law.

Applicable Laws: North Dakota law will govern the franchise agreement.

Jurisdiction and Venue: The provisions concerning choice of law and jurisdiction and venue are hereby deleted and in their place is substituted the following language:

“You agree to bring any claim against us, including our present and former employees, agents, and affiliates, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association.”

Waiver of Trial by Jury: Any waiver of a trial by jury will not apply to North Dakota Franchises.

Waiver of Exemplary & Punitive Damages: Any waiver of punitive damages will not apply to North Dakota Franchisees.

General Release: Any requirement that the franchisee sign a general release upon renewal of the franchise agreement does not apply to franchise agreements covered under North Dakota law.

Enforcement of Agreement: Any requirement in the Franchise Agreement that requires the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Item 17(u) of the Disclosure Document is modified to provide that the site of mediation and arbitration shall be agreeable to all parties and may not be remote from the franchisee's place of business.

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.

**SOUTH DAKOTA ADDENDUM
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the South Dakota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Initial Fee Deferral:

Item 5 of the Disclosure Document is amended to also provide:

“The initial franchise fee will be paid only after the franchisor fulfills its pre-opening obligations to Franchisee and the Franchisee is open for business.”

**RHODE ISLAND ADDENDUM
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Rhode Island Franchise Investment Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Item 17.m. of the Disclosure Document is revised to provide:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act prohibits a franchisee to be restricted in choice of jurisdiction or venue. To the extent any such restriction is purported to be required by us, it is void with respect to all franchisees governed under the laws of Rhode Island.

Item 17.w. of the Disclosure Document is revised to provide:

Rhode Island law applies.

VIRGINIA ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Virginia Retail Franchising Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document is amended as follows:

Additional Disclosure: The following statements are added to Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Item 17.r. of the Disclosure Document is amended to also provide: No post-term noncompete provision shall be of any force or effect, however, a noncompete clause will apply for a 2 year period if the Franchisee sells the Franchised Business to a third party or the Franchisor at a mutually agreed upon price.

2. 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.

Initial Fee Deferral:

Item 5 of the Disclosure Document is modified to also provide as follows: “The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.”

WASHINGTON ADDENDUM TO THE DISCLOSURE DOCUMENT

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.

Item 1/Franchise Brokers- Item 1 of the Disclosure Document is amended to also provide that franchisees who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington State.

Surety Bond -

Item 5 and 7 are modified to also provide:

Pursuant to Washington Administrative Code (WAC) Section 480-60-480, we are furnishing a surety bond as provided by rule of the Washington Department of Financial Institutions - Securities Division. The Washington Department of Financial Institutions - Securities Division has found that such requirement is necessary and appropriate to protect prospective franchisees. The surety bond is being provided to the State of Washington instead of requiring us to place the Initial Franchise Fee in an escrow account or having us defer the payment of the Initial Franchise Fee until the opening of the franchise business. The Washington Department of Financial Institutions - Securities Division has imposed the surety bond requirement as an alternative to escrow or fee deferral because of our financial condition.

**WISCONSIN ADDENDUM
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Wisconsin Fair Dealership Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17 is modified to also provide,

If the franchise agreement contains any provisions that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.

With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days' prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

EXHIBIT B

State Administrators and Agents for Service of Process

State	State Administrator	Agent for Service of Process
California	Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013 2101 Arena Boulevard Sacramento, CA 95834 1-866-275-2677	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013
Connecticut	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 280 Trumbull Street Hartford, CT 06103-1800 (860) 240-8299	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 280 Trumbull Street Hartford, CT 06103-1800 (860) 240-8299
Hawaii	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706
Indiana	Secretary of State, Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681	Secretary of State, Securities Division West Washington Street, Room E-111 Indianapolis, IN 46204
Kentucky	Kentucky Attorney General 700 Capitol Avenue Frankfort, Kentucky 40601-3449 (502) 696-5300	
Maryland	Office of the Attorney General Securities Division	Maryland Securities Commissioner

State	State Administrator	Agent for Service of Process
	200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Department of Attorney General Consumer Protection Division – Franchise Unit 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913 (517) 373-7117	Department of Attorney General 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913
Minnesota	Minnesota Commissioner of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198
Nebraska	Nebraska Department of Banking and Finance 1200 N Street-Suite 311 Post Office Box 95006 Lincoln, Nebraska 68509 (402) 471-3445	
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21 st Floor New York, NY 10005 (212)-416-8222	Secretary of State of New York 99 Washington Avenue Albany, New York 12231 (518) 473-2492
North Dakota	North Dakota Insurance & Securities Department 600 East Boulevard Avenue State Capital, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-2910	North Dakota Insurance Commissioner 600 East Boulevard Avenue State Capital, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9588	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9588
South Dakota	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501

State	State Administrator	Agent for Service of Process
Texas	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769	
Utah	Department of Commerce Division of Consumer Protection 160 East 300 South Salt Lake City, Utah 84111-0804 (801) 530-6601	
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Securities Administrator Washington State Department of Financial Institutions 150 Israel Rd., SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703 (608) 266-8557	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703

EXHIBIT C

HANGRY JOE'S FRANCHISING, LLC

FRANCHISE AGREEMENT



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WHEREAS, Hangry Joe's Franchising, LLC d/b/a Hangry Joe's Hot Chicken ("we," "us," or "our") offers a franchise opportunity for a fast casual Hot Chicken sandwich restaurant offering premium chicken sandwiches with different spice levels, along with a specialized menu ("System"). Our system utilizes specified marketing techniques and operating procedures; and

WHEREAS, Franchisee and all Signators identified on the signature page to this Agreement, in your personal capacity, (collectively "Franchisee," "you," or "your") desire to utilize our System and our trade names, service marks, and trademarks (collectively, the "Marks"); and

NOW, THEREFORE, for value received, we and Franchisee ("the Parties") agree as follows:

1. GRANT OF FRANCHISE

1.1 Grant of Franchise. Subject to the terms of this franchise agreement ("Agreement" or "Franchise Agreement"), we grant to you a franchise ("Franchised Business") using our system and our Marks in the territory described in Schedule 1 ("Territory"). You agree to abide by the terms of this Agreement.

2. TERM AND RENEWAL

2.1. Term. This Agreement will be effective for a ten (10) year term beginning on the Effective Date specified in this Agreement.

2.2 Renewal. You may renew for another term by signing our then current franchise agreement if you are in compliance with this Agreement and meet the other conditions for renewal. You may also renew future franchise agreements if you are in compliance with such agreements and meet the other conditions for renewal by signing our then current franchise agreement. To renew, you must exercise a general release of all claims that you might have against us. Other terms, conditions, and fees may vary. If you wish to renew, you must notify us in writing at least 180 days before the expiration of this Agreement.

3. TERRITORY

The territory will normally be for a radius of 2-5 miles around your outlet as set forth on Schedule 1 to the Franchise Agreement.

We may approve relocation of the franchised business if we feel that conditions have changed such that a relocation represents a sound business decision.

We would not normally grant to you approval to open an additional outlet within your territory, but may grant you additional franchise territories if we feel you have the time, energy, capital, and management structure to be able to successfully open and operate another territory.

We do not grant you options, rights of first refusal, or similar rights to acquire additional franchises.

You will receive an exclusive territory, meaning a geographic area within which we promise not to establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks.

Continuation of your territorial rights does not depend on achieving a certain sales volume, market penetration, or other contingency, and we may not alter your franchise territory, even if there is a population increase in your territory.

We or an affiliate reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to solicit or accept sales within your territory using our principal trademarks, however, we would normally direct inquiries for services from within your territory to your outlet.

We or an affiliate also reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory of products or services under trademarks different from the ones that you will use under the franchise agreement.

We are not obligated to pay compensation to you for soliciting or accepting orders from inside your territory.

You and other franchisees may not solicit (but may accept) orders from consumers outside of your territory, including through the use of other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, but you may engage in internet and social media marketing pursuant to our guidelines which such marketing may extend outside your territory. We also reserve the right to implement cross-territorial protocols and other guidelines applicable to such situations as group advertising buys by multiple franchisees which may extend into multiple territories, solicitation of orders of individuals who may reside in one territory, yet work in another, and other cross-territorial situations. You agree to abide by any such cross-territorial protocols.

Neither we nor an affiliate operates, franchises, or has plans to operate or franchise a business under a different trademark which such business sells or will sell goods or services similar to those you will offer, but we reserve the right to do so.

4. FEES AND PAYMENTS

4.1 Initial Fees. You must pay to us an initial franchise fee of \$35,000 per Territory.

The initial franchise fee is fully earned and nonrefundable as paid.

However, no initial franchise fee is due upon renewal or transfer of a franchise agreement. Instead, a renewal fee is due upon renewal and a transfer fee is due upon a transfer.

4.2 Royalty Fee. You agree to pay to us a weekly Royalty Fee of 6.5% of Gross Revenues.

“**Gross Revenues**” means all of your revenue from operating the franchise, but excluding taxes collected from customers and paid to taxing authority, tips collected from customers and paid to employees, and reduced by the amount of any documented refunds, credits, allowances, and chargebacks the Business in good faith gives to customers.

4.3 Advertising Fees. You agree to the advertising fees and payments disclosed in Section 7 of this Franchise Agreement, below.

4.4 Third Party Software Fees. You agree to pay fees to third party software providers per our specifications for use of Point of Sale and other software systems.

4.5 Update Training Fee. If we offer refresher courses or update training, we reserve the right to charge, and you agree to pay, up to \$250 per attendee per day, plus any expenses we incur to provide this training.

4.6 Insufficient Funds Fee. You agree to pay to us a minimum of \$50 per transaction if an electronic transfer or other payment from you to us is declined.

4.7 Audit Fee. You agree to pay to us our cost in performing an audit of your Franchise Business, plus a Late Fee of \$50 per month on any late payment found through such audit if the audit discloses an under reporting of Gross Revenues or underpayment to us by 2% or more.

4.8 Annual Convention Fee. We reserve the right to impose an Annual Convention Fee of up to \$350 per attendee.

4.9 Testing/ Inspection Fees to Approve a Supplier. You agree to pay to us \$100/hour plus any costs incurred if you request us to test and inspect a new supplier.

4.10 Transfer Fee. You agree to pay to us a Transfer Fee of \$5,000 if you wish to transfer ownership of the rights under this Franchise Agreement, or a majority of the ownership of this Agreement or in an entity holding this Agreement. You agree to pay us a Transfer Fee of \$2,500 for the transfer of a minority interest in the franchise. We do not charge a transfer fee if the owners of this Agreement transfer this Agreement into an entity owned by the same owners with the same ownership percentages.

4.11 Renewal Fee. You agree to pay to us a Renewal Fee of \$2,500 to enter a new franchise agreement and continue your rights as a franchisee for an additional term.

4.12 Late Fee. You agree to pay to us a \$50 per month late fee on any late payments you owe to us.

4.13 Client Refunds. If you do not resolve a client service complaint and we believe a reasonable basis exists for a refund to the client all or a portion of the client's fees, we may pay the client directly and bill you. You agree to pay the charges.

4.14 Assistance Fee in the Event of Death or Incapacity. In the event of your death or incapacity, you agree we are entitled to reimbursement from you or your estate for any reasonable expenses incurred continuing operation of your Franchised Business, plus 10% of Gross Revenues for the period in which we operate or assist in the operation of the Franchised Business.

4.15 Sales, Excise or Gross Receipts Tax. If required by the federal government, state or locality in which your Franchised Business is located, the initial franchise fee, royalty, and other fees and costs may be subject to sales, excise, gross receipts or similar type tax, which you agree to pay to us at the same time and in the same manner as you pay these fees and costs to us.

4.16 Fees to Third Parties. You agree to reimburse us for any third-party charges we may incur on your behalf. You are solely responsible for all fees and expenses to third parties required to operate your Franchised Business.

4.17 Adulteration, Dilution or Failure of Sanitation Inspection Fee. If we inspect your Restaurant and find a violation, and we find the same violation at another inspection within one year, then you must pay the inspection fee and our expenses of correcting the violation, like travel expenses, cost of product sample analysis, and any attorney fees. For purposes of charging this fee, we charge for violations that jeopardize health, safety, and/or the brand.

4.18 Payment Period and Method. You agree to pay to us fees based upon Gross Revenues by the Thursday of each week as to Gross Revenues earned the prior week. You agree to pay to us other recurring fees by the 10th of the month which was incurred or accrued in the prior month. You must pay to us all other fees when incurred. We reserve the right to modify the payment methods and schedule in our Operations Manual.

Before you may open for business, you must sign and deliver to us all bank documents needed to permit us to debit your bank account via ACH Electronic Transfer for all fees and payments due to us or our affiliates. If you change your bank account or transfer your account to a different bank, you must notify us within one day, and sign and deliver to us and the bank new documents to permit us to debit your bank account within three days. We require you to execute an Automatic Bank Draft Authorization and pay most fees to us via ACH electronic funds transfer. See Schedule 2 to this Agreement.

5. OBLIGATIONS OF FRANCHISOR

5.1. Initial Training. We provide you with an initial training program to guide you in the operation of the Franchised Business.

5.2 Site Selection and Build Out.

(a) Site Selection. We provide to you criteria to help you select a site. We must approve any site you select before you sign a lease for that location. We do not select the site. We will typically approve or disapprove a proposed site within 14 days of your submission to us of the information required by us on the proposed site.

If you do not locate a site of which we approve within 180 days of the date of the Franchise Agreement, we can terminate the Franchise Agreement without any refund to you, or allow you more time.

(b) Plans and Layout. We will furnish to you a sample site layout plan.

(c) Lease. Before you sign a lease, sublet a space, purchase space or make any binding to commitment to do so, we must approve, in writing your proposed lease or purchase agreement.

(d) Relocation Review. We will evaluate locations you propose to us to relocate your Franchised Business. We will typically approve or disapprove a relocation site within 14 days of your submission to us of the information required by us on the proposed site. You must submit to us a site selection proposal containing reasonable items required by us to evaluate the site.

5.3 Assistance to Hire and Train Employees. We provide assistance in the type and number of employees that should be hired. However, you are solely responsible for hiring, firing, compensating, paying applicable payroll taxes and day-to-day supervision and control over your employees.

5.4 Assistance to obtain equipment, signs, fixtures, opening inventory, and supplies. We provide guidance to obtain equipment, signs, fixtures, opening inventory, and supplies by providing the names of approved vendors or specifications for these items. We do not deliver or install these items.

5.5 Operations Manual. We provide you access to our proprietary and confidential Operations Manual, as well as any other manuals and writings prepared by us for your use in operating a Franchised Business ("Manual"). We may disseminate the Manual electronically. We may revise the Manual from time to time to adjust for legal or technological changes, competition, or attempts to improve in the marketplace.

5.6 Operational Support. We provide support to you in operational problems and issues that you may encounter in the operation of your Franchised Business.

5.7 Computer Hardware and Software. We specify computer hardware and software to assist in the operation of your Franchised Business.

5.8 Additional Training or Seminars. We may elect to offer and require you to attend, either live or electronically, additional training or seminars that we may offer.

6. OBLIGATIONS OF FRANCHISEE

6.1 Training. You must successfully complete our initial training within three (3) months of the Effective Date of this Agreement and before you may operate the Franchised Business.

6.2 Site Selection and Build Out.

(a) Site Selection. You must select a site for operation of your Franchised Business pursuant to our guidelines. You agree to obtain our written approval for your proposed site. You may operate the Franchised Business only at the accepted site.

(b) Buildout. It is your responsibility to conform the premises to federal, state or local ordinances, building codes, licensing requirements and obtain any required permits.

(c) Plans and Layout. You are required to submit the layout and have it approved by us. We will typically approve or disapprove a proposed layout within 14 days of your submission to us. Once approved by us, it is your responsibility to remodel the premises and install the furniture, fixtures and equipment accordingly. You agree that we have the right to inspect your buildout and require adjustments so that the buildout is in a good and workmanlike manner and conforms to the plans and layout and not open for business until we have approved of the buildout and workmanship.

(d) Lease. Before you sign a lease, sublet a space, purchase space or make any binding to commitment to do so, we must approve, in writing your proposed lease or purchase agreement.

(e) Relocation Review. You must obtain our approval if you wish to relocate. We will evaluate locations you propose to us to relocate your Franchised Business. You must submit to us a site selection proposal containing reasonable items required by us to evaluate the site.

6.3 Starting Date. You agree to be operational within twelve (12) months of the Effective Date of this Agreement.

6.4 Operations Manual. You agree to operate the Franchised Business according to the then current Operations Manual, as well as information bulletins and guidance that we disseminate electronically.

6.5 Personal Participation. You are required to participate personally in the direct operation of the Franchised Business or have a Designated Manager who attends and successfully completes our initial training to our satisfaction. Any replacement Designated Manager must also attend and successfully complete our initial training to our satisfaction. Any Designated Manager must also sign a Confidentiality and Non-Compete Agreement as we may specify.

You and any Designated Manager must pass a background check.

All owners of this franchise must guarantee the obligations under the Franchise Agreement.

You agree to accurately and completely furnish to us the names, contact information, and ownership percent on anyone owning an interest in this franchise on the Signature Page to the Franchise Agreement. No change to the owners or ownership percentages are permitted without our prior written consent.

6.6 Authorized Products and Services Only. You may offer for sale through your franchised business only a Chicken sandwich style restaurant as specified by us and such products and services that we have approved in writing. We may designate products or services as optional or mandatory. You may not sell any goods or services that we have not authorized or approved.

You may offer your services to any customers, consistent with your territorial rights.

You are required to sell all goods or services that we authorize, unless prohibited by your applicable local law, or approved by us. We may change the types of authorized goods and services sold by franchisees. There are no limits on our right to make changes to the authorized goods and services sold by franchisees, however, we may not fundamentally alter the nature of the franchise offered. We may, at our sole discretion, revoke approval of a previously approved goods or services, at which case you must immediately stop selling the revoked services or products.

6.7 Customer Service. You shall serve customers patronizing your Franchised Business in a professional and respectful businesslike manner and diligently fulfill your obligations to them when they desire to purchase your goods or services.

6.8 Employee Training. You shall train your employees to competently and professionally carry out their duties and offer excellent customer service. You shall ensure that your employees have any training, licenses, or certifications required by applicable law. You are solely responsible for hiring, firing, compensating, paying applicable payroll taxes and day-to-day supervision and control over your employees.

6.9 Insurance. You are required to have insurance as may be required by your state laws and as we may specify in the Operations Manual. You must name us and all our officers, directors, members and agents and others as their interest may appear on a primary, noncontributory basis as an additional insured on these policies and send proof of same to us. Certificates of insurance must be sent in upon annual expiration date. So long as your Franchised Business is not substantially destroyed by fire or other casualty, if you suffer a loss to your franchise, such as fire or theft, you are required to use the insurance proceeds to replace or repair the premises or property damaged or lost.

6.10 Furniture, Fixtures, Equipment, Inventory, and Supplies. You agree to use furniture, fixtures, equipment, inventory, and supplies as we specify, which may include a vendor designation, to operate the franchise.

6.11 Computer Hardware and Software Systems. You are required to purchase or use such computer hardware and software systems to operate your Franchised Business as we may specify.

6.12 Telephone Number. You agree to maintain a dedicated telephone number for your Franchised Business.

6.13 Licenses and Permits. You must obtain such state and local business and other licenses and permits as your state and local law may require.

6.14 Brand Image and Remodeling. You agree to present your Franchised Business in a clean and well-maintained manner in order to uphold the image and goodwill of our franchise system. We may require you to remodel your business once every ten (10) years and you agree to do so pursuant to our guidelines.

6.15 Minimum Days and Hours. You agree to be open for business, at a minimum, the days and hours that we specify in the Operations Manual.

6.16 Laws and Regulations. You agree to comply with all federal, state, and local laws, and regulations.

6.17 Minimum Requirements. Not Applicable.

7. ADVERTISING

7.1 Use of our Marks. We allow and require you to use our Marks to hold out your Franchised Business to the public. You agree to use only our Marks as we develop them for this purpose. Use of our Marks must be in accordance with our Operations Manual.

7.2 Grand Opening Advertising. You agree to spend \$2,000 - \$5,000 around the time of the opening of your Franchised Business to promote its opening, pursuant to our guidelines.

7.3 Local Advertising and Promotions. Your advertising and promotions shall conform to the following requirements:

- a) You shall advertise and promote only in a manner that will reflect favorably on us.
- b) You agree to participate in all promotional programs that we create, offer or advertise.
- c) Your advertising must comply with federal, state, and local laws.
- d) You agree to spend the greater of 1% of Gross Revenues the prior month or \$1,000/month on local advertising, pursuant to our guidelines.

7.4 Advertising Fee and Fund. You agree to contribute up to 2%, as we specify, of your Gross Revenues into our Advertising Fund. Franchisor owned outlets do not have to contribute to the Advertising Fund, but may do so. We administer the Advertising Fund. The Fund is not audited. Unaudited financial statements of the Advertising Fund will be made available to you upon written request.

If not all Advertising Fees are spent in the fiscal year in which they accrue, we will carry over those fees and apply them to the next fiscal year.

We may not use Advertising Fees to solicit new franchise sales.

7.5 Our Obligation to Conduct Advertising. We use monies in the Advertising Fund to conduct or advise you in the conduct of advertising or conduct advertising ourselves using online, radio, television, direct mail, billboards, print or other advertising. We may use local, regional, or national advertising. We may produce advertising material in-house or through outside agencies. We are not required to spend any amount on advertising in the area or territory where you will be located.

Corporate Website. We will develop and maintain a comprehensive website that contains your location's contact information.

Digital Marketing. We may create, operate and promote websites, social media accounts (including but not limited to Facebook, twitter, and Instagram), applications, digital advertising (including pay-per-click and display ads) or other means of digital marketing to promote the brand, Franchised Business, marks and franchise opportunities. We have the sole right to control all aspects of any digital marketing including all digital marketing related to your Franchised Business.

Digital Campaigns. We may negotiate contracts with vendors such as Google AdWords. If you choose to participate, you must pay your pro-rata share either directly to the vendor or reimburse us if we are paying the vendor.

7.6 Use of Your Own Advertising Material. You agree to use our advertising templates or, if you wish to use your own advertising materials, you may do so provided that you submit them to us and we approve them, in writing, and they adhere to federal, state and local law. If our written approval is not received within 14 days from the date we received the material, the material is deemed disapproved.

Private Websites. You are not allowed to have an independent website or obtain or use any domain name (Internet address) for your Franchised Business, without first obtaining our written approval.

7.7 Entity Name Requirements. You may not use the words "Hangry," "Joe's" or any confusingly similar words, as any part of the name of a corporation, LLC or other entity. However, "Hangry Joe's Hot Chicken" followed by your entity number, or such other designation as we shall specify, shall be your "doing business as" name for an entity which owns this franchise, sometimes also called your "assumed name," "trading as" name, or "fictitious name."

7.8 No Confusingly Similar Marks. You agree not to use any marks that could be confused with our Marks.

7.9 Update to our Marks. We may replace, modify, or add to our Marks. If we replace, modify, or add additional marks, you agree to update or replace your supplies, etc. to reflect the new marks, at your expense, in the time frame we provide at the time of such an update.

7.10 Publicity. Except as required by law, you may not make any press release or other public announcement respecting the subject matter of this Agreement without our written consent as to the form of such press release or public announcement.

7.11 Name and Likeness. You give us permission to use your name and likeness in all forms and media for advertising, trade, and any other lawful purposes.

8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

8.1 Definition. “Confidential Information” means our information or data (oral, written, electronic or otherwise), including, without limitation, a trade secret, that is valuable and not generally known or readily available to third parties obtained by you from us during the term of the Franchise Agreement. The Confidential Information of ours includes all intellectual property associated with our Franchise system, Customer Data, all other materials relating to our Franchise system that are not a matter of public record, and all information generated during the performance of the Franchise Agreement.

8.2 Confidentiality. You will not directly or indirectly disclose, publish, disseminate or use our Confidential Information except as authorized herein. You may use our Confidential Information to perform your obligations under this Agreement, but in doing so will only allow dissemination of our Confidential Information on a need-to-know basis and only to those individuals that have been informed of the proprietary and confidential nature of such Confidential Information.

8.3 Return of Information. Upon termination or expiration of this Agreement, you will return to us all of our Confidential Information embodied in tangible form, and will destroy, unless otherwise agreed, all other sources that contain or reflect any such Confidential Information. Notwithstanding the foregoing, you may retain Confidential Information as needed solely for legal, tax, and insurance purposes, but the information retained will remain subject at all times to the confidentiality restrictions of this Agreement.

8.4 Customer Data. We retain all right, title, and interest in and to the Customer Data during and after the term of this Agreement, provided that you use the Customer Data during the Term of this Agreement as permitted by this Agreement or our Manual, and in accordance with law. “Customer Data” means any and all information about Customers that may be collected in connection with their use of your franchise services, including, but not limited to, name, telephone number, address and email address.

8.5 Intellectual Property Ownership. We own the Franchise system and all intellectual property associated with it. To the extent you have or later obtain any intellectual property, other property rights, or interests in the Franchise system by operation of law or otherwise, you hereby disclaim such rights or interests and will promptly assign and transfer such entire interest

exclusively to us. You will not undertake to obtain, copyright, trademark, service mark, trade secret, patent rights or other intellectual property right with respect to the Franchise system.

8.6 Suggestions. You agree that we may incorporate into our business operations any suggestions, enhancement requests, recommendations, or other feedback provided by you or anyone else and we shall have sole rights and title to such suggestions.

8.7 Performance Data. You agree that we may share performance data from your Franchised Business between our employees, franchisees and their employees. You agree to keep such performance data confidential.

9. REPORTS AND REVIEW

9.1 Reports. You must send us such reports in the time and manner we may specify in the Operations Manual. At present, you must send to us the following reports during the following time frames:

Name of Report	When Due
Weekly Gross Revenues Report	By Thursday of each week to report Gross Revenues for the prior week
Monthly Gross Revenues Report	By the 5 th of the month to report Gross Revenues for the prior month
Annual Profit & Loss Statement	By January 31 of each year as to income and expenses incurred in the prior year

9.2 Reviews. We have the right to review your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Franchised Business and any other operations taking place through your Franchised Business. This includes the right to send in secret shoppers. And this also includes the right to inspect and copy all tax returns and bank statements that may show revenues from the Franchised Business. We also have the right to require that you implement a plan to resolve issues that we discern from any review we conduct.

9.3 Time Frame to Furnish Documents. If, as part of a review of your business operations, we request a copy of any business records related to the Franchised Business, you must send us at your expense these records within five (5) business days of receiving our request.

9.4 Independent Access to Information. You agree that we have and that you will provide independent access to the information that will be generated or stored in your computer systems, which includes, but not limited to, customer, transaction, and operational information. You must at all times give us unrestricted and independent electronic access to your computer systems and information, as well as your security camera systems.

10. TERMINATION

10.1 Termination by You. You may terminate this Agreement by not renewing; that is by notifying us in writing of your desire to not renew at least 180 days prior to the expiration of this

Agreement. If you terminate pursuant to this paragraph, you must still comply with all of the provisions of this Agreement that require performance post-termination.

10.2 Termination by Us. We may terminate this Agreement upon notice without the opportunity to cure for any of the following reasons:

- a) If you do not pass our initial training in accordance with our passing standards;
- b) If you fail to obtain our approval of a site or open on time;
- c) If you become insolvent, meaning unable to pay your bills in the ordinary course as they become due;
- d) If you commit a material violation of any law, ordinance, rule, or regulation of a governmental agency or department reasonably associated with the operation of the Franchised Business or if you are convicted of, or plead guilty or no contest to a felony;
- e) If you abandon the Franchised Business or discontinue the active operation of the Franchised Business for three or more business days, except when active operation is not reasonably possible, such as because of a natural disaster;
- f) If you include a materially false representation or omission of fact in your Confidential Franchise Application to us;
- g) If you or your principals commit any fraud or misrepresentation in the operation of the Franchised Business;
- h) If you or your principals materially breach any other agreement with us or any of our affiliates, or threaten any material breach of any such agreement, and fail to cure such breach within any permitted period for cure;
- i) You fail to pay suppliers an amount exceeding \$3,000 for more than 60 days;
- j) You fail to permit us to inspect or audit your franchise; or
- k) If you commit three or more breaches of this Agreement, the Operations Manual, or any other agreement with us, in any 12-month period regardless of whether such breaches were cured after notice.

10.3 Termination by Us with Opportunity to Cure. We may terminate this Agreement, after sending you notice and an opportunity to cure within thirty (30) days, if:

- a) You violate any other term or condition of this Agreement, the Operations Manual, or any other agreement with us; or
- b) Any amount owing to us from you is more than 30 days past due.

10.4 No Refund of Initial Fee. We have no obligation to return or refund any fee to you upon termination of this Agreement.

11. POST TERMINATION OBLIGATIONS

If this Agreement expires, is not renewed, or is terminated for any reason by any party, including a sale of the Franchised Business, you must immediately:

- a) Cease to operate the Franchised Business and discontinue using any of our Marks or any marks which are likely to be confused with our Marks;
- b) Pay to us all amounts owing to us;
- c) At our request, cancel or assign to us all telephone numbers under your ownership used in the Franchise Business;
- d) Reimburse customers for any fees paid for services not yet rendered;
- e) At our option, and upon our request, use your best efforts to assist in our taking over the lease of the location of your Franchised Business, whether it be through a new lease or assignment;
- f) At our option, offer to us the right to purchase your furniture, equipment, signage, fixtures, and supplies within 30 days of the date of termination for the adjusted book value, which is the undepreciated book value of the assets on your most recently filed federal tax return prior to the date of the termination or expiration;
- g) Deliver to us any paper and electronic copies of the Operations Manual and any Confidential Information;
- h) Cancel all fictitious name or other listings which you have filed for use of any of the Marks;
- i) Adhere to the provisions of the post-term covenants not to compete and not to solicit;
- j) Abide by any other covenant in this Agreement that requires performance by you after you are no longer a franchisee; and
- k) Execute, from time to time, any necessary papers, documents, and assurances to effectuate the intent of this Section 11.

12. NON-COMPETE AND NO SOLICITATION.

12.1 Non-Compete.

- a) **In-Term.** You will not, during the Term of this Agreement, in the United States or its Territories, directly or indirectly, offer a fast casual Hot Chicken sandwich restaurant.

- b) **Post-Term.** You will not, directly or indirectly, for a 2-year period after the termination, expiration, or non-renewal of this Agreement, including a sale of the franchise or your interest in it, offer a fast casual Hot Chicken sandwich restaurant in the Territory or within 25 miles of the boundaries of the Territory, or within 25 miles of any other Hangry Joe's outlet of ours or a franchisee of ours in operation at the time.

12.2 No Solicitation of Customers. You will not, for a period of two years after expiration or termination of this Agreement, in the Territory or within fifty (50) miles of the boundaries of the Territory, directly or indirectly solicit the patronage of any client served by your prior Franchised Business during the last 24 months that you were a franchisee, or such shorter time as you were a franchisee, for the purpose of offering such person or entity, for a fee or charge, a fast casual Hot Chicken sandwich restaurant.

12.3 Waiver of Bond. You agree that if we bring suit to enforce Sections 11, 12.1, or 12.2 above, you agree to waive any requirement that we post bond to obtain a temporary, preliminary, or permanent injunction to enforce these duties.

12.4 Severability. If any covenant or provision of Section 12.1 or 12.2 is determined to be void or unenforceable, in whole or in part, it shall be deemed severed and removed from this Agreement and shall not affect or impair the validity of any other covenant or provision. Further, these obligations are considered independent of any other provision in this Agreement and the existence of any claim or cause of action by either party to this Agreement against the other, whether based upon this agreement or otherwise, shall not constitute a defense to the enforcement of these obligations.

13. ADDITIONAL IN-TERM AND POST-TERM COVENANTS

13.1 Maintenance of Goodwill. You agree not to disparage us or our current and former employees, agents, members, or directors. During the term of this Agreement, you agree not to do any act harmful, prejudicial, or injurious to us.

13.2 Independent Contractor. You and we are independent contractors to each other. Neither you nor we is an agent, fiduciary, partner, employee, or a participant in a joint venture, and neither you nor we has the authority to hold out as such to third parties. You do not have any authority to bind or obligate us. We are not and will not be liable for any act, omission, debt, or other obligation of yours.

13.3 Indemnity. You are responsible for all loss or damage and for all contractual liability to third parties originating in or in connection with the operation of the Franchised Business and for all claims or demands for damage directly or indirectly related. You agree to defend, indemnify, and hold harmless us and our employees, officers, directors, and members with respect to any such claim, loss, or damage, including our costs and attorney fees.

14. TRANSFER

14.1 Assignment by Us. We may assign this Agreement to an assignee who agrees to remain bound by its terms. We do not permit a sub-license of the Agreement.

14.2 Transfer by You. You may transfer this Franchise Agreement, any interest under this Agreement, or substantially all the assets of the Franchised Business only if we approve, and you comply with the provisions in this Section 14. We shall not unreasonably withhold approval. If this Agreement is held by joint tenants or tenants in common, all joint tenants or tenants in common must join in any transfer of an ownership interest in this Agreement, except any person who is deceased or under a legal disability.

14.3 Transfer to a Controlled Entity. A "Controlled Entity" is an entity in which you are the beneficial owner of 100% of each class of voting ownership interest. A transfer to a Controlled Entity shall not trigger the Right of First Refusal, described in Section 14.6 below. At the time of the desired transfer of interest to a Controlled Entity, you must notify us in writing of the name of the Controlled Entity and the name and address of each officer, director, shareholder, member, partner, or similar person and their respective ownership interest. We do not charge a transfer fee for this change.

14.4 Transfer within an Entity. A transfer of interest within an entity shall not trigger the Right of First Refusal described in Section 14.6 below if only the percentage ownership, rather than the identity of the owners, is changing. Prior to the time of the desired transfer of interest within an entity, you must notify us in writing of the name and address of each officer, director, shareholder, member, partner or similar person and their respective ownership interest. Each such person of the Controlled Entity shall sign the then current amendment and release forms and/or Franchise Agreement as required by us, and you shall pay to us the applicable transfer fee specified in Section 4 above.

14.5 Conditions for Approval of Transfer. We may condition our approval of any proposed sale or transfer of the franchised business or of your interest in this Agreement upon satisfaction of the following occurrences:

14.5.1 You are current in all monetary obligations to us, our affiliates, and our designated/approved suppliers and vendors;

14.5.2 You are in full compliance with this Agreement;

14.5.3 You execute any transfer, amendment, or release forms that we may require;

14.5.4 You or the transferee will provide to us a copy of the proposed documents as we may request to evidence the transfer;

For a transfer under Section 14.2 above, the following conditions also apply:

14.5.5 The transferee must be approved by us and demonstrate to our satisfaction that s/he meets our educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred;

and has adequate financial resources and capital to meet the performance obligations under this Agreement;

14.5.6 The transferee must execute our then-current Franchise Agreement;

14.5.7 You or the transferee must pay to us the Transfer Fee specified in Section 4 above;

14.5.8 The transferee must satisfactorily complete our initial training program at the transferee's expense within the time frame we establish;

14.5.9 You must comply with the post-termination provisions of this Agreement;

14.5.10 The transferee must obtain within the time limits set by us and maintain thereafter, all permits and licenses required for operation of the Franchised Business;

14.5.11 To the extent required by the terms of any leases or other agreements, the lessors or other parties must have consented to the proposed transfer;

14.5.12 The transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises;

14.5.13 The purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation and performance under its franchise agreement;

14.5.14 You must request that we provide the prospective transferee with our current franchise disclosure document;

14.5.15 Our approval of the transfer will not constitute a waiver of any claims we may have against the transferring party;

14.5.16 We will have the right to disclose to any prospective transferee such revenue reports and other financial information concerning the Franchised Business as you have supplied us hereunder; and

14.5.17 In any event, we may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer or otherwise.

14.6 Right of First Refusal. If you have received and desire to accept a signed, bona fide offer to purchase or otherwise transfer the Franchise Agreement, any interest in it, or substantially all the assets of the Franchised Business, you shall grant us the option (the "Right of First Refusal") to purchase the Franchised Business as provided here:

- a) Within fourteen (14) days of receipt of the offer, you shall offer the Right of First Refusal to us by notice in writing, including a copy of the signed offer to purchase which you received ("Notice"). We shall have the right to purchase the Franchised Business or interest in the

Franchised Business at and for the price and upon the terms set out in the Notice, except that we may substitute cash for any non-cash form of payment proposed and we shall have 60 days after the exercise of our Right of First Refusal to close the said purchase. Should we wish to exercise our Right of First Refusal, we will notify you in writing within 15 days from its receipt of the Notice. Upon the giving of such notice by us, there shall immediately arise between us and you, or its owners, a binding contract of purchase and sale at the price and upon the terms contained in the Notice.

- b) If we do not exercise our Rights of First Refusal, you may transfer the Franchised Business or ownership interest therein according to the terms set forth in the Notice, provided that you satisfy the conditions in Section 14.5 above and complete the sale within 90 days from the day on which we received the Notice. If you do not conclude the proposed sale transaction within the 90-day period, the Right of First Refusal granted to us shall continue in full force and effect.

15. DEATH OR INCAPACITY

In the event of your death or incapacity, you, or your estate, as the case may be, must actively begin the process to seek a transfer of your rights under this Agreement within 60 days and must complete the transfer within 6 months of your death or incapacity. If you or your estate fails in either respect, then we may terminate this Agreement. The new Franchisee must pay the transfer fee specified above, meet our qualifications, complete initial training, and enter into a new Franchise Agreement. And we are entitled to reimbursement from you or your estate for any reasonable expenses incurred continuing Services from the date of your death or incapacity until transfer or termination, plus 10% of Gross Revenues for the period in which we operate or assist in the operation of the Franchised Business. The term “incapacity” means a condition that prevents you from reasonably carrying out your duties under this Agreement.

16. MODIFICATION

No modifications to this Agreement will have any effect unless such modification is in writing and signed by you and by our authorized officer. We may, however, modify the provisions of the Manual, without your consent, as discussed in Section 5.

17. NON-WAIVER OF BREACH

The failure of either party to enforce any one or more of the terms or conditions of this Agreement shall not be deemed a waiver of such terms or conditions or of either party's rights thereafter to enforce each and every term and condition of this Agreement.

18. FULL UNDERSTANDING

This Agreement, including the schedules, is the entire agreement between the parties. This Agreement supersedes all other prior oral and written agreements and understandings between you and us with respect to the subject matter of this Agreement. Nothing in this or in any related agreement, however,

is intended to disclaim the representations we made in the franchise disclosure document we furnished to you.

19. GOVERNING LAW

19.1 Choice of Law. Except as to claims governed by federal law, Virginia law governs all claims that in any way relates to or arises out of this Agreement or any of the dealings of the parties (“Claims”). However, no laws regulating the sale of franchises or governing the relationship between franchisor and franchisee shall apply unless the jurisdictional requirements of such laws are met independently of this paragraph. And the local law where the Franchised Business is located shall govern with respect to any questions related to enforceability of non-compete provisions.

19.2 Jurisdiction and Venue. You and we agree that venue and jurisdiction for any Claims, except those required to be submitted to arbitration, shall be proper solely in the state and federal court nearest to our corporate headquarters, presently located in Springfield, Virginia. However, if you are an Illinois, Maryland, or Washington State resident or your franchise territory is located in Illinois, Maryland, or Washington State, you agree to bring any Claims, if at all, solely in arbitration before the American Arbitration Association in the city or county where our corporate headquarters are located.

19.3 Jury Waiver. In any trial between any of the parties as to any Claims, you and we agree to waive our rights to a jury trial and instead have such action tried by a judge.

19.4 Class Action Waiver. You agree to bring any Claims, if at all, individually and you shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against us.

19.5 Punitive Damages Waiver. As to any Claims, you and we agree to waive our rights, if any, to seek or recover punitive damages.

19.6 Limitation of Actions. You agree to bring any Claims against us, if at all, within one (1) year of the occurrence of the facts giving rise to such Claims, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off.

19.7 Prior Notice of Claims. As a condition precedent to commencing an action for a Claim, you must notify us within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

19.8 Internal Dispute Resolution. You must first bring any Claim to our CEO, after providing notice as set forth in Section 19.7 above. You must exhaust this internal dispute resolution procedure before you may bring your Claim before a third party.

19.9 Mediation. Before you may bring any Claim against us in court, you agree to try for a period of 60 days to mediate such claim before a mutually agreed to mediator in the city or county where our headquarters are located. If we can not mutually agree on a mediator, you and we agree to use the

mediation services of the American Arbitration Association (“AAA”), and split any AAA and mediator fees equally.

19.10 Waiver of bond. You agree that if we are forced to bring suit to enforce any provision of this Agreement, you agree to waive any requirement that we post bond to obtain a temporary, preliminary, or permanent injunction to enforce these duties.

19.11 Attorney Fees. If we are the substantially prevailing party as to any Claims, you agree to reimburse our costs and attorney fees incurred in pursuing or defending the Claims.

19.12 Third Party Beneficiaries. Our officers, directors, members, shareholders, agents, and employees are express third party beneficiaries of the terms of the Governing Law provisions contained herein.

19.13 Survival. All of the covenants contained in this Agreement that may require performance after the termination or expirations of this Agreement will survive any termination or expiration of this Agreement.

19.14 Severability Clause. If any covenant or provision in this Agreement is determined to be void or unenforceable, in whole or in part, it shall be deemed severed and removed from this Agreement and shall not affect or impair the validity of any other covenant or provision of this Agreement.

20. RELEASE OF PRIOR CLAIMS

By executing this Agreement, the undersigned entity, if any, and individuals, on behalf of yourselves and your heirs, legal representatives, successors and assigns, and each assignee of this Agreement, forever releases and discharges us, our past and present employees, agents, members, officers, and directors, including any of our parent, subsidiary and affiliated entities, their respective past and present employees, agents, members, officers, and directors, from any and all claims relating to or arising out of any franchise agreement between the parties executed prior to the date of this Agreement, and all other claims relating to any dealings between any of the parties. However, this release does not apply to any claim you may have arising from representations in our Franchise Disclosure Document, or its exhibits or amendments.

21. NOTICES

You shall give any required notice or request in writing by mail or courier, postage fully prepaid, delivered personally, or by facsimile, to our CEO, at our corporate office, presently 7601 Lewinsville Road, Suite 310, McLean, VA 22102. Telephone: 571-386-1700. We may also give any such notice to you in the same manner at the address indicated below your signature on this Agreement, such other more current address as we may have for you, or by e-mail.

22. ACKNOWLEDGMENTS

You acknowledge that you have read our Franchise Disclosure Document and this Agreement and that you are familiar with their contents. You acknowledge that you have independently investigated the

business offered hereunder and base your decision to purchase solely on such investigation. You acknowledge that we have recommended, and that you have had the opportunity to obtain, review of this Agreement and our Franchise Disclosure Document (“FDD”) by your lawyer, accountant or other business advisor prior to execution. Except as may be stated in Item 19 of our Franchise Disclosure Document, you acknowledge that no person is authorized to make and no person has made any representations to you as to the actual, projected or potential sales, volumes, revenues, profits or success of our franchise. You further acknowledge and agree that you are not a third party beneficiary to any agreement between us and any other franchisee.

23. GUARANTY

The Franchisee named at the top of the following page agrees to abide by the terms of this Agreement. The signature of an individual or individuals as sole proprietors, joint tenants, or tenants in common constitutes their personal agreement to such terms. The signature of an individual or individuals on behalf of an entity constitutes the entity’s agreement to such terms.

In addition, the signatures of all individuals below, in any capacity, also constitute their personal joint and several agreement to perform all the obligations in and relating to this Agreement, including, but not limited to, the obligations stated in **Paragraphs 11-13 above**, the obligation to make specified payments, and pay any other debts due to us. All Signators below waive any right to presentment, demand, notice of non-performance, or the right to require us to proceed against the other Signators.

Franchisee: _____ Entity Number: _____

Type: _____ (Sole Proprietor, LLC, Corp., Joint Tenants with Right of Survivorship ("JTROS"), Tenants in Common, Partnership).*

SIGNATORS:

By: _____ By: _____
(Signature) (Signature)

(Printed Name) (Printed Name)

Title: _____ Title: _____

Address: _____ Address: _____

City, State, Zip Code
Ownership Percent: _____ % (see note below) Ownership Percent: _____ % (see note below)

By: _____ By: _____
(Signature) (Signature)

(Printed Name) (Printed Name)

Title: _____ Title: _____

Address: _____ Address: _____

City, State, Zip Code
Ownership Percent: _____ % (see note below) Ownership Percent: _____ % (see note below)

Hangry Joe's Franchising, LLC

By: _____ Effective Date: _____
Ki Young ("Derek") Cha, CEO

***Joint Tenants with Right of Survivorship is typically for married couples and must be owned equally by each tenant, 50-50 for two owners, and if one spouse passes away, the other automatically receives the decedent's share. Tenants in common is normally for non-spouses and if one passes away, his or her share passes by will or state law to his or her heirs.**

**SCHEDULE 1 TO THE FRANCHISE AGREEMENT
TERRITORY**

Your Territory shall be as follows:

SCHEDULE 2 TO THE FRANCHISE AGREEMENT



Recurring ACH Payment Authorization for Franchise Royalty Payment

You authorize regularly scheduled charges to your checking/savings account. You will be charged the amount indicated below each period. A receipt for each payment will not be provided to you, and the charge will appear on your bank statement as "ACH CORP DEBIT - CK CONSULTING," or "Royalty Fee," depending on the bank. You agree that no prior notification will be provided unless the date or amount changes.

I, _____, authorize CK Consulting to charge my bank account indicated below for the weekly royalties based on Hangry Joe's Franchising LLC's FDD.

This payment is for the royalties. CK Consulting, as a representative of Hangry Joe's Franchising LLC, will handle your royalty payouts directly from your bank. Depending on the bank, there will be a 3-5 day processing time to clear your bank account.

Please provide a copy of a voided check. If there is incorrect information below, you may be responsible for any bank fees.

Detail Information _____

Name of Originator _____

Taxpayer ID _____

Address of Originator _____

Account Name _____

Bank Name _____

Account Number _____

Routing Number _____

Commission Payment Order Disclosures

CK is not responsible for any liability, loss, or damage resulting from any delay in performance or failure to perform its obligations under this agreement caused by fire or other catastrophe, electrical or computer failure, or acts or delays of any agent operating between the bank and the client. CK's duties and responsibilities are limited to those described in this Agreement.

Signature

Date

Name

SCHEDULE 3 TO THE FRANCHISE AGREEMENT

TELEPHONE & INTERNET ASSIGNMENT AGREEMENT

THIS TELEPHONE & INTERNET ASSIGNMENT AGREEMENT is made between Hangry Joe's Franchising, LLC ("Franchisor," "we," "us," or "our") and the franchisee named below ("Franchisee," "you" or "your").

BACKGROUND

A. The parties are entering into a Franchise Agreement ("Agreement").

B. As a condition to signing the Franchise Agreement, we have required that you appoint us Attorney in Fact, to take effect upon the expiration or termination of the Agreement, as to the telephone numbers, listings, advertisements, social media accounts, domains, websites, directories, or similar (collectively "Listings") relating to your Franchise.

LISTINGS ASSIGNMENT

Upon expiration or termination of the Agreement for any reason, Franchisee's right of use of the Listings shall terminate. In the event of termination or expiration of the Agreement, Franchisee agrees to pay all amounts owed in connection with the Listings, and to immediately at Franchisor's request, (i) take any other action as may be necessary to transfer the Listings to Franchisor or Franchisor's designated agent, (ii) install and maintain, at Franchisee's sole expense, an intercept message, in a form and manner acceptable to Franchisor on any or all of the Listings; (iii) disconnect the Listings; and/or (iv) cooperate with Franchisor or its designated agent in the removal or relisting of the Listings

Franchisee agrees that Franchisor may require Franchisee to "port" or transfer to Franchisor or an approved call routing and tracking vendor all Listings.

DURABLE POWER OF ATTORNEY

Appointment as Attorney in Fact. For value received, Franchisee hereby irrevocably appoints Franchisor as Franchisee's attorney-in-fact, to act in Franchisee's place, for the purpose of assigning any Listings. This appointment gives to us full power to receive, transfer or assign to us or our designee or take any other actions required of Franchisee under the Agreement. Franchisee grants Franchisor full authority to act in any manner proper or necessary to the exercise of the foregoing powers, including full power of substitution and execution or completion of any documents required or requested by any telephone or other company to transfer such Listings and Franchisee ratifies every act that Franchisor may lawfully perform in exercising those powers. This power of attorney shall be effective for a period of two (2) years from the date of expiration, cancellation or termination of Franchisee's rights under the Agreement for any reason. Franchisee declares this power of attorney to be irrevocable and renounces all rights to revoke it or to appoint another person to perform the acts referred to in this instrument. This power of attorney shall not

be affected by the subsequent incapacity of Franchisee. This power is created to secure performance of a duty to Franchisor and is for consideration.

Governing Law and Survival. The validity, construction and performance of this Assignment is governed by the laws of the State in which we are located. All our rights survive the termination, expiration or non-renewal of the Agreement and inure to our benefit and to the benefit of our successors and assigns.

FRANCHISEE:

By: _____

By: _____

FRANCHISOR:

Hangry Joe's Franchising, LLC

By: _____
Ki Young ("Derek") Cha, CEO

Date: _____

SCHEDULE 4 TO THE FRANCHISE AGREEMENT

LEASE RIDER

Landlord	
Landlord Name:	
Landlord Address:	
Landlord Phone Number:	

Franchisor	
Franchisor Name:	Hangry Joe's Franchising, LLC
Franchisor Address:	7601 Lewinsville Road, Suite 310, McLean, VA 22102
Franchisor Phone Number:	571-386-1700

Tenant	
Tenant Name:	
Address of Leased Premises:	
Date of Lease:	

1. Use. Tenant is a franchisee of Franchisor. The Leased Premises shall be used only for the operation of a Hangry Joe's Hot Chicken (or any name authorized by Franchisor).

2. Notice of Default and Opportunity To Cure. Landlord shall provide Franchisor with copies of any written notice of default ("Default") given to Tenant under the Lease, and Landlord grants to Franchisor the option (but not the obligation) to cure any Default under the Lease (should Tenant fail to do so) within 10 days after the expiration of the period in which Tenant may cure the Default.

3. Termination of Lease. Landlord shall copy Franchisor on any notice of termination of the Lease. If Landlord terminates the Lease for Tenant's Default, Franchisor shall have the option to enter into a new Lease with Landlord on the same terms and conditions as the terminated Lease, subject to Landlord's approval in its reasonable discretion. To exercise this option, Franchisor must notify Landlord within 10 days after Franchisor receives notice of the termination of the Lease.

4. Termination of Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated during the term of the Lease, then upon the written request of Franchisor, Landlord and Tenant consent to allow Franchisor to assume any existing term of the Lease (the "Assumption"), provided that any and all defaults have been cured and all payments due under the Lease are current, and to enter into a written agreement providing for such Assumption. In the event of an Assumption, Landlord will deliver possession of the Leased Premises to Franchisor free and clear of any rights of the Tenant or any third party. Landlord further consents to give Franchisor the right, following the Assumption, to assign its interest in the Lease or to sublet the Leased Premises to another franchisee of Franchisor with reasonable consent from the Landlord.

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease. If Franchisor becomes the lessee of the Lease Premises, then Franchisor shall have the right to assign or sublease its lease to a franchisee of the Franchisor's brand, subject to Landlord's approval in its reasonable discretion.

6. Authorization. Tenant authorizes Landlord and Franchisor to communicate directly with each other about Tenant and Tenant's business.

7. Right to Enter. Upon the expiration or termination the Franchise Agreement or the Lease, or the termination of Tenant's right of possession of the Leased Premises, Franchisor or its designee may, after giving reasonable prior notice to Landlord, enter the Leased Premises within 10 days of such expiration or termination, to take any such actions as may be consistent with its rights under this Lease Agreement Rider or to remove signs and other material bearing Franchisor's brand name, trademarks, and commercial symbols.

8. No Liability. By executing this Rider, Franchisor does not assume any liability with respect to the Leased Premises or any obligation as Tenant under the Lease.

LANDLORD:

By: _____
Name: _____
Title: _____

TENANT:

By: _____
Name: _____
Title: _____

FRANCHISOR:

Hangry Joe's Franchising, LLC

By: _____
Name: Ki Young ("Derek") Cha
Title: CEO
Date: _____

SCHEDULE 5 TO THE FRANCHISE AGREEMENT
STATE ADDENDA TO THE FRANCHISE AGREEMENT

CALIFORNIA ADDENDUM TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

Sections 10.2 and 10.3 are deleted and in their place are substituted the following:

10.2 Termination by Us Without Right to Cure. We may terminate this Agreement without notice and the opportunity to cure for any of the following reasons:

(a) The franchisee or the business to which the franchise relates has been judicially determined to be insolvent, all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or the franchisee admits his or her inability to pay his or her debts as they come due;

(b) The franchisee abandons the franchise by failing to operate the business for five consecutive days during which the franchisee is required to operate the business under the terms of the franchise, or any shorter period after which it is not unreasonable under the facts and circumstances for the franchisor to conclude that the franchisee does not intend to continue to operate the franchise, unless such failure to operate is due to fire, flood, earthquake, or other similar causes beyond the franchisee's control;

(c) The franchisor and franchisee agree in writing to terminate the franchise;

(d) The franchisee makes any material misrepresentations relating to the acquisition of the franchise business or the franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the franchise business or system;

(e) The franchisee fails, for a period of 10 days after notification of noncompliance, to comply with any federal, state, or local law or regulation, including, but not limited to, all health, safety, building, and labor laws or regulations applicable to the operation of the franchise;

(f) The franchisee, after curing any failure in accordance with Section 10.3 engages in the same noncompliance whether or not such noncompliance is corrected after notice;

(g) The franchisee breaches the franchise agreement three or more times in a 12-month period, whether or not corrected after notice;

(h) The franchised business or business premises of the franchise are seized, taken over, or foreclosed by a government official in the exercise of his or her duties, or seized, taken over, or foreclosed by a creditor, lienholder, or lessor, provided that a final judgment against the franchisee remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or a levy of execution has been made upon the license granted by the franchise agreement or upon any property used in the franchised business, and it is not discharged within five days of such levy;

(i) The franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise;

(j) The franchisee fails to pay any franchise fees or other amounts due to the franchisor or its affiliate within five days after receiving written notice that such fees are overdue; or

(k) The franchisor makes a reasonable determination that continued operation of the franchise by the franchisee will result in an imminent danger to public health or safety.

10.3 Termination by Us with Opportunity to Cure. We may terminate this Agreement, after sending you notice and a 60 day opportunity to cure, for any other breach of this Agreement.

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.

FRANCHISEE:

By: _____

By: _____

FRANCHISOR:

Hangry Joe's Franchising, LLC

By: _____
Ki Young ("Derek") Cha, CEO

Date: _____

**ILLINOIS ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

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. Franchisee rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. 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.
6. Surety Bond. The Franchise Agreement is supplemented with the following: “Based on our current financial condition, the Illinois Attorney General’s Office has required a financial assurance which is being satisfied by posting a surety bond which we filed with the Illinois Attorney General’s Office.”

FRANCHISEE:

FRANCHISOR:

Hangry Joe’s Franchising, LLC

By: _____

By: _____
Ki Young (“Derek”) Cha, CEO

By: _____

Date: _____

MARYLAND ADDENDUM TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

2. This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

3. A general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Section 22 of the Franchise Agreement, titled "Acknowledgments," is hereby deleted.

6. 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.

7. Initial Fee Deferral:

The Franchise Agreement is modified to also provide: "Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement."

FRANCHISEE:

By: _____

By: _____

FRANCHISOR:

Hangry Joe's Franchising, LLC

By: _____
Ki Young ("Derek") Cha, CEO

Date: _____

MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

- Minn. Stat. §80C.21 and Minn. 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 Franchise Disclosure Document or agreements 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 Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), 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 that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes 80C.12, Subd. 1(g).
- 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.

Section 4.6 of the Franchise Agreement, titled "Insufficient Funds Fee," is modified to also state: "NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges. Please amend the Minnesota Addendum accordingly."

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement,

or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

Initial Fee Deferral:

The Franchise Agreement is amended to also add the following: The franchisor defers the receipt of the initial franchise fee until the franchised business opens.

FRANCHISEE:

FRANCHISOR:

Hangry Joe's Franchising, LLC

By: _____

By: _____
Ki Young ("Derek") Cha, CEO

By: _____

Date: _____

NORTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. You are not required to sign a general release upon renewal of the franchise agreement.
2. The franchise agreement is amended to also provide as follows:

“Covenants not to compete are generally considered unenforceable in the State of North Dakota.”

3. The provisions concerning choice of law, jurisdiction and venue, jury waiver, and waiver of punitive damages are hereby deleted and in their place is substituted the following language:

“You agree to bring any claim against us, including our present and former employees, agents, and affiliates, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association.”

4. The provision concerning limitation of actions is modified to provide that the statute of limitations under North Dakota Law will apply.

5. The provisions concerning mediation and arbitration are modified to also provide that the site of mediation and arbitration shall be agreeable to all parties and may not be remote from your place of business.

6. North Dakota law governs any cause of action arising out of the franchise agreement.

7. Any requirement in the Franchise Agreement that requires you to pay all costs and expenses incurred by us in enforcing the agreement is void. Instead, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

8. 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.

FRANCHISEE:

FRANCHISOR:

Hangry Joe's Franchising, LLC

By: _____

By: _____

Ki Young (“Derek”) Cha, CEO

By: _____

Date: _____

**RHODE ISLAND ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. If the franchise agreement contains any provisions that conflict with the Rhode Island Franchise Investment Act, the provisions of this Addendum shall prevail to the extent of such conflict.

2. Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside of Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

3. Any provision in the franchise agreement requiring the application of the laws of a state other than Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

4. The Rhode Island Franchise Investment Act stipulates that you cannot release or waive any rights granted under this Act. Any provision of this franchise agreement, which constitutes a waiver of rights granted under the Act, is superseded.

5. You agree to bring any claim against us, including our present and former employees and agents, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association.

FRANCHISEE:

By: _____

By: _____

FRANCHISOR:

Hangry Joe's Franchising, LLC

By: _____
Ki Young ("Derek") Cha, CEO

Date: _____

**SOUTH DAKOTA ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. The Franchise Agreement is clarified to also indicate that 50% of the initial franchise fee and 50% of royalties are deemed paid for the use of our Marks and 50% are deemed paid for our training, support, and franchise system.
2. Initial Fee Deferral:

The Franchise Agreement is amended to also provide:

“The initial franchise fee will be paid only after we fulfill our pre-opening obligations to you and you are open for business pursuant to the attached South Dakota Fee Deferral Agreement.”

FRANCHISEE:

By: _____

By: _____

FRANCHISOR:

Hangry Joe’s Franchising, LLC

By: _____
Ki Young (“Derek”) Cha, CEO

Date: _____

South Dakota Fee Deferral Agreement

The undersigned Franchisee hereby acknowledges and agrees that Hangry Joe's Franchising, LLC has fulfilled its pre-opening obligations to the Franchisee as stated in Item 11 of the Franchise Disclosure Document, the franchise is now open for business, and the Franchisee hereby tenders to Hangry Joe's Franchising, LLC the initial franchise fee due and owing under its Franchise Agreement.

Franchisee:

Hangry Joe's Franchising, LLC

By: _____
Signature

By: _____
Ki Young ("Derek") Cha, CEO

Printed Name: _____

Date: _____

**VIRGINIA ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

No post-term noncompete provision shall be of any force or effect, however, a noncompete clause will apply for a 2 year period if the Franchisee sells the Franchised Business to a third party or the Franchisor at a mutually agreed upon price.

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.

Initial Fee Deferral:

The Franchise Agreement is modified to also provide as follows: “The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.”

FRANCHISEE:

FRANCHISOR:

Hangry Joe’s Franchising, LLC

By: _____

By: _____
Ki Young (“Derek”) Cha, CEO

By: _____

Date: _____

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT

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.

Section 22 of the Franchise Agreement, titled "Acknowledgments," is hereby deleted.

Surety Bond-

The Franchise Agreement is modified to also provide:

Pursuant to Washington Administrative Code (WAC) Section 480-60-480, we are furnishing a surety bond as provided by rule of the Washington Department of Financial Institutions - Securities Division. The Washington Department of Financial Institutions - Securities Division has found that such requirement is necessary and appropriate to protect prospective franchisees. The surety bond is being provided to the State of Washington instead of requiring us to place the Initial Franchise Fee in an escrow account or having us defer the payment of the Initial Franchise Fee until the opening of the franchise business. The Washington Department of Financial Institutions - Securities Division has imposed the surety bond requirement as an alternative to escrow or fee deferral because of our financial condition.

The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISEE:

FRANCHISOR:

Hangry Joe’s Franchising, LLC

By: _____

By: _____
Ki Young (“Derek”) Cha, CEO

By: _____

Date: _____

**WISCONSIN ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. If the Franchise Agreement contains any provision that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.
2. The Franchise Agreement is amended to also include the following language:

With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days' prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

FRANCHISEE:

FRANCHISOR:

Hangry Joe's Franchising, LLC

By: _____

By: _____
Ki Young ("Derek") Cha, CEO

By: _____

Date: _____

EXHIBIT D RELEASE

THIS RELEASE is made and given by _____,
("Releasor") with reference to the following facts:

1. Releasor and Hangry Joe's Franchising, LLC (Releasee) are parties to one or more franchise agreements.
2. The following consideration is given:

_____ the execution by Releasor of a successor Franchise Agreement or other renewal documents renewing the franchise (the "Franchise"); or

_____ Releasor's consent to Releasee's transfer of its rights and duties under the Franchise Agreement; or

_____ Releasor's consent to Releasee's assumption of rights and duties under the Franchise Agreement; or

_____ [insert description]

3. Release- Franchisee and all of Franchisee's guarantors, members, employees, agents, successors, assigns and affiliates fully and finally release and forever discharge Releasee, its past and present agents, employees, officers, directors, members, Franchisees, successors, assigns and affiliates (collectively "Released Parties") from any and all claims, actions, causes of action, contractual rights, demands, damages, costs, loss of services, expenses and compensation which Franchisee could assert against Released Parties or any of them up through and including the date of this Release.
4. THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS AGREEMENT.
5. California Releasor- You represent and warrant that YOU EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE §1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

6. The above Release shall not apply to any liabilities arising under the California Franchise Investment Law, the California Franchise Relations Act, Indiana Code § 23-2-2.5.1 through 23-2-2.7-7, the Maryland Franchise Registration and Disclosure Law, Michigan Franchise

Investment Law, Minnesota Franchise Act, North Dakota franchise laws, the Rhode Island Investment Act, and the Washington Franchise Investment Protection Act.

Franchisee:

Franchisor:
Hangry Joe’s Franchising, LLC

By: _____

By: _____
Ki Young (“Derek”) Cha, CEO

Printed Name: _____

Date: _____

Title: _____

EXHIBIT E

CURRENT FRANCHISEES

The following is a list of the names of all Franchisees and the address and telephone number of each of their outlets as of the end of our most recently completed fiscal year.

Operational Outlets as of 12/31/2025:

Alabama

Brent Ford
Robert Yost
Southeast Development Group LLC
1873 Cherokee Ave SW
Cullman, AL35055
615-708-1149

Arkansas

Kimberly Strezelecki
Individual
290 S Rockwood Dr, Suite I
Cabot, AR 72023
501-489-2513

Delaware

Ammar Alhaddad
Abdulelah Altherwi
A&A Food LLC
50 N DuPont Highway
Dover, DE 19901
312-273-8543

Syed Iqbal
Dua Niaz Abbasi
Elsmere Hot Chicken LLC
1112 Kirkwood Highway
Wilmington, DE 19805
443-891-5444

District of Columbia

Woo Sun Kim
HJ Hot Chicken DC Inc
1320 H St NE

Washington, DC, 20002
888-780-2080

Florida

Mohamed Mohamed
Alqasem Althurwi
Abdulmalik Althurwi
Abduelah Althurwi
ALPHAA Group LLC
1630 S Wickham Road
Melbourne, FL 32904
407-437-6383

Hamid Khan
HMS Hot Chicken Inc
275 S Chickasaw Trail
Suite 5
Orlando, FL, 32825
407-2031112

John Dell
Robert Maxson
Gerry Abrams
Brad Smith
HJR LLC
5347 Gall Blvd
Zephyr Hills, FL 33542
540-312-8773

Hawaii

Kwi “Sunny“ Kim
Jinhee Lee
Jae An
Accost Kahului LLC
279 Dairy Rd
Kahului, HI 96732
206-902-0880

Illinois

Sadia Choudhary

HJ of Arlington Heights LLC
2932 West Euclid Ave
Arlington Heights, IL 60005
773-332-2872

Shoaib Khan
Adeeba Sarwar
JAAMI LLC
5357 N. Broadway
Chicago, IL 60640
773-856-2108

Gulam Fatani
HJ Wicker Park LLC
1811 W. North Ave, Ste 103
Chicago, IL 60632
630-664-2047

Mohammad Ali
Mohammad Waseem Khan
Dusterkhan LLC
252 Town Center Lane
Glendale Heights, IL 60139
312-605-2995

Gulam Fatani
HJ LaGrange LLC
1 N LeGrange Rd
LaGrange, IL 60525
630-664-2047

Farhan Hamid
Mohammad Abbasi
Nasir Nazar
Fresh Fare Brands, LLC
1025 N. Elmhurst Rd.
Mount Prospect, IL 60056
202-256-1550

Gulam Fatani
Khatani Foods LLC
760 North Route 59
Naperville, IL 60563
630-664-2047

Brandon Wilhelm

Michael Lentini
Todd VanNispen
WLV Hot Chicken LLC
6150 E. State St. Ste 114.
Rockville, IL 61107
815-520-3797

Indiana

Chintu Patel
HJC Development LLC
200 Paris Dr.
Franklin, IN 46131
317-701-3962

Maryland

Michael Kim
ENKM Inc
2329 Forest Drive
Annapolis, MD 21401
410-299-4079

Awais Butt
UKAS Café Inc
6786 Race Track Rd
Bowie, MD, 20715
240-260-3185

Sandipkumar Patel
Darshnaben Patel
Atik Vahora
Tasty Eats LLC
708 Rolling Rd
Catonsville, MD, 21228
443-860-9245

Sandeep Sandhu
Gurpal Singh
H2SG LLC
10730 Little Parkway
Columbia, MD 21044
410-207-6260

Mohammad Umer Abbasi
Nauman Shah

Syed Abid Iqbal
Syed Iqbal
Iftikhar Khan
Elkton Hot Chicken LLC
1000 E Pulaski Hwy
Elkton, MD, 21912
443-553-5273

Awais Butt
UKAS Café Inc
9150 Baltimore National Pike
Ellicott City, MD 21042
410-441-3911

Abraham Razeq
HJ at Ft Washington Inc
956 W Swan Creek Rd
Fort Washington, MD 20744
540-287-7448

Mi Ryeong Kim
Cristy Kim
HJ Three Star Inc
5595 Spectrum Dr, Unit 101
Frederick, MD 21203
703-728-2009

Mi Ryeong Kim
Cristy Kim
HJF, Inc
7820 Wormand Mill Rd. Suite X
Fredrick, MD 21701
703-728-2009

Emil Ranakusuma
Olivia Ranakusuma
ARCIS 5 LLC
19730 Germantown Rd
Germantown, MD 20874
703-789-3459

Raj Patel
Mohamed Nishar
14940 Silver Trail Ln
Laurel, MD, 20707
443-548-1978

Abraham Razeq
HJ at Montgomery Inc.
19292 Montgomery Village Ave
Montgomery Village, MD 20886
703-395-2100

Yoojun Kim
YJK-Rockville, Inc
10050 Darnestown Rd
Rockville, MD, 20850
410-207-6260

Yong Man Kim
Hangry Joes Chicken Rockville Inc
718 B Rockville Pike
Rockville, MD 20852
312-477-6203

Syed Iqbal
Shaheen Group LLC
6400B Ridge Rd
Suite 3
Sykesville, MD, 21784
443-609-4013

Numaan Shah
Shah Burgers, LLC
3248 A Crain Hwy
Waldorf, Md 20603
267-229-2333

Sandipkumar Patel
Darshnaben Patel
Atik Vahora
Baltimore Westminster LLC
255 Baltimore Blvd
Suite 6
Westminster, MD, 21157
410-861-6869

Dae Young Park
DH Pollo Rico, Inc.
2533 Ennalla Ave.
Wheaton, MD 20902
240-888-2475

Majdi Labwam
Rayan Chicken Inc.
8045 Liberty Rd
Windsor Mill, MD, 21244
410-701-8261

Michigan

John Panos
Yacoub Haj
HJ-1 Inc.
2457 W. Hill Rd
Flint, MI, 48507
810-242-0311

Omer Abdun
OIGK LLC
29515 Plymoth Rd
Livonia, MI 48150
313-652-8323

Minnesota

Melvin Bangus
Mike DeWeese
BD Edina Corporation
5125 Edina Industrial Blvd
Edina, MN, 55439
952-900-6707

Melvin Bangus
Mike DeWeese
BD IGH Corporation
9047 Broderick Blvd
Inver Grove Heights, MN 55076
612-203-3886

Melvin Bangus
Mike DeWeese
BD IGH Corporation
1960 Donegal Dr
Woodbury, MN, 55125
651-846-9565

New Jersey

Gagan Bedi
Fifty First Street LLC
18 Columbia Turnpike
Florham Park, NJ 07932
201-820-8982

Jimmy Kim
Frank Cocuzza, Sr
Frank Cocuzza, Jr
HJ Lucky Inc
269 Livingston St
Northvale, NJ 07647
201-820-8982

New York

Jake Jiang
Richard Lin
RJ Brothers
2875 W. 8th St.
Brooklyn, NY 11224
917-688-0031

North Carolina

Jaymin Shah
Raken Shah
Mansa Travel Center Charlotte LLC
1339 W Sugar Creek Rd
Charlotte, NC 28262
336-681-2553

John Dell
Robert Maxson
Gerry Abrams
Brad Smith
HJR LLC
1210 Bridford Pkwy
Unit D
Greensboro, NC, 27407
336-285-6738

Mark Mcdaniel
Andrew Strohofer
NC Hangry LLC
2180 Lawndale Dr

Greensboro, NC, 27408
336-697-6590

John Dell
Robert Maxson
Gerry Abrams
Brad Smith
HJR LLC
1421 2nd St NE
Hickory, NC 28601
828-282-8446

John Dell
Robert Maxson
Gerry Abrams
Brad Smith
HJR LLC
1915 Main St
Suite 105
High Point, NC, 27262
336-781-0048

North Dakota

Regan Wartner
Randy Wartner
Janel Wartner
RCW Enterprises Inc
1100 19th Avenue North
Suite E
Fargo, ND, 58102
701-809-9939

Regan Wartner
Randy Wartner
Janel Wartner
RCW Enterprises Inc
4501 15th Ave S.
Suite 113
Fargo, ND, 58103
701-291-8867

Ohio

Brumjot Singh
Manjeet Singh

BMS Restaurants, LLC
2600 Short Vine St
Cincinnati, OH, 45219
513-854-6198

Oklahoma

Mike Leatherwood
HJ Weatherford OK LLC
1131 E Main St
Weatherford, OK 73096
786-442-5065

Pennsylvania

Khuzaima Adil
Apex Food Inc
175 West City Ave
Bala Cynwyd, PA 19004
267-454-5651

Jimmy Zhang
Feng Z LLC
300 Market St
Philadelphia, PA 19106
347-607-9880

Xiu Chen
Jin Chen
Degan Chen
Jia Kun Chen
Hangry Joes LLC
1422 Cecil B Moore Avenue
Philadelphia, PA, 19121
267-566-2116

Syed Iqbal
Shaheen Group, LLC
6801 Frankford Ave
Philadelphia, PA, 19135
215-214-5771

Jimmy Zhang
HJ Philadelphia Inc
28 S 20th Street
Philadelphia, PA 19103

347-607-9880

Syed Muhtaram Shah
Roosevelt Boulevard Hot Chicken LLC
10090 Roosevelt Blvd
Suite 200
Philadelphia, PA, 19116
888-780-2080

Jimmy Zhang
Angry Chicken 168 LLC
125-29 S 40th Street
Philadelphia, PA 19104
347-607-9880

Tennessee

Paresh Patel
Pratima Vallepalli
Randal MJ Hot LLC
923 Bell Road
Antioch, TN 37013
615-473-5967

Paresh Patel
Sunil Patel
Randal Bellevue Hot LLC
3883 Lebanon Pike
Hermitage, TN, 37076
629-400-8007

Sam Patel
Hot Chicken Lebanon LLC
1432 West Main Street
Lebanon, TN 37087
615-414-4647

Dipak Patel
Gateway Restaurant Inc
3119 Medical Center Parkway
Murfreesboro, TN 37129
615-710-6286

Texas

Daniel Kim

DEI Development Inc.
4140 W. Camp Wisdom Road #A
Dallas, TX 75237
469-381-2445

Srdan Danic
The Short Day LLC
2410 Bay Area Blvd. E.
Houston, TX 77058
347-975-2585

Guo Jin Ren
RLC UN Chicken Inc.
4201 Martin Luther King Blvd
Suite 120
Houston, TX, 77204
346-522-3969

Brandon Wilhelm
Brett Tatsumi
DW Restaurants TX, LLC
920 Kohlers Crossing
Suite 500
Kyle, TX, 78640
737-343-9996

Mansour Hijazi
Ayman Qader
Jacob Razeq
HJ at La Marque
6608 Gulf Freeway #700
LaMarque, TX 77568
225-227-0020

Daniel Kim
Rufesnow001 LLC
5226 Rufe Snow Dr.
North Richland Hills, TX 76180
469-281-2445

Brandon Wilhelm
Brett Tatsumi
DW Restaurants LLC
301 N. Guadalupe St. Suite 154
San Marcos, TX 78666
815-520-3797

Bilal Bhatti
Halal Ventures LLC
11609 State Highway Six
Sugarland, TX 77498
314-712-3983

Mike Leatherwood
Hangry Joes Texas LLC
3915 University Blvd
Tyler, TX 75071
703-395-2100

Virginia

Young Sun Kim
Woo Sun Kim
WY Ventures Inc
3227 Duke St
Alexandria, VA 22314
703-728-2009

Abraham Razeq
HJ at Richmond Hwy Inc
7508 Richmond Hwy
Alexandria, VA 22306
703-728-2009

MD Alam
Kamrun Nahar
Hangry Joe's Lansdown Center LLC
6480 Lansdowne Center Drive
Alexandria, VA 22315
540-287-7448

Kanwal Sandhu
Janty Sandhu
HJ @ Alexandria LLC
277 S. Van Dorn St
Alexandria, VA 22304
410-340-5697

Samer Shalaby
Mohamed Mossa
Hot Chix LLC
7042 Little River Turnpike

Annandale, VA 22003
703-728-2009

Koo Eun Joo
Triple B Arlington Inc
875 N. Randolph St
Arlington, VA 2221
703-244-0047

Malik Kamran Elahi
Atrium Horizons LLC
1301 South Joyce Street #D23
Arlington, Virginia 22202
571-331-1431

Mi Yeong Kim
Hwaja Park
Jamie Doherty
3 HJ Ice Rink Inc
44260 Ice Rink Plaza
Ashburn, VA 20147
703-728-2009

Muhsen Aldelrazeq
Hangry Joes Ashland, Inc
10040 Sliding Hill Rd
Ashland, VA 23005
301-704-2119

Kamrun Nahar
Hangry Joes at Burke Inc.
9540 Old Keene Mill Rd
Burke, VA, 22015
571-642-5013

Numaan Shah
Shah Burgers LLC
14215 U Centerville Square
Centerville, VA 20121
213-220-3128

Mohammad Islam
Hangry Joes Chantilly LLC
25370 Eastern Marketplace Plaza
Suite 140
Chantilly, VA, 20152

703-563-2511

Mi Kyung Lee
Lee Café Fairfax LLC
10692 Fairfax Blvd
Fairfax, VA 22030
(703) 625-3864

Eul Young Lee
EMIW Corporation
13005-R Lee Jackson Memorial Hwy
Fairfax, VA 22033
703-462-0790

Suhan Kim
Hee W. Cho
CKC Foods Inc
3525 S Jefferson St
Falls Church, VA 22041
520-288-3081

Magnus Georgestone
Daisy Gerogestone
Stone Food Services LLC
9915 Southpoint Pkwy
Fredericksburg, VA 22407
540-538-8210

Mi Yeong Kim
Hwaja Park
Jamie Doherty
Youmee Kim
Four Star HJ Inc
7629 Lintenhall Road
Gainsville, VA 20455
703-728-2009

Constantinos Yannitsadis
Abraham Razeq
Elias Yannitsadis
HJ at Hampton PTC LLC
3969 Kilgore Ave
Hampton, VA, 22666
757-527-2536

Michael Lee
MLVL Co
104 Burgess Rd
Harrisonburg, VA 22801
703-606-0836

Zakir Hossain
Mohammad Hossain
Shahin Hossain
ZMS Investment Inc
11624 West Broad St.
Henrico, VA 23233
540-287-7448

Yong Man Kim
Hangry Joe's Chicken Herndon, Inc
13033 Worldgate Dr
Herndon, VA 20170
312-477-6203

Ama Begum
Massud Jony
The Royal Spice Inc.
12526 Dillingham Square
Lake Ridge, VA, 22192
571-285-3919

Hyun Kim
Pro163 Inc.
524 E Market St.
Leesburg, VA 20176
571-225-5238

Jacob Razeq
Razeq Family at Lorton Inc.
9045 Spruce Way
Lorton, VA, 22079
540-419-5166

Robert Maxson
Gerry Abrams
John Dell
Brad Smith
HJR, LLC
20276 Timberlake Rd
Lynchburg, VA 24502
434-241-3007

Abraham Razeq
HJ at Manassas Inc.
9740 Liberia Ave
Manassas, VA 20110
703-906-5229

Sang Han
Sang Lee
Sang Bros, LLC
11710 Sudley Manor Dr
Manassas, VA 20109
571-331-9150

Chung Kim
Hangry East Little Creek Road LLC
2437 East Little Creek Rd
Norfolk, VA 23518
240-421-9629

Ricky Singh
Jignesh Patel
Dixit Patel
PSP Group Corporation
5900 E Virginia Beach Blvd
Norfolk, VA 23502
757-343-9867

Constantinos Yannitsadis
Abraham Razeq
Elias Yannitsadis
HJ at Norfolk ODU LLC
4310 Monarch Way
Norfolk, VA, 23508

Yong Man Kim
Hangry Joe's Chicken Oakton, Inc
2952 Chain Bridge Rd
Oakton, VA 22124
312-477-6203

Abraham Razeq
HJ At Parham Inc.
1501 N Parham Rd
Richmond, VA 23229
540-287-7448

Zakir Hossain
Mohammad Hossain
Shahin Hossain
THP Investment Inc
1309 West Broad Street
Richmond, VA 23220
804-292-9179

Merwan Alhussameah
MRN24 Inc
44 Mine Rd #5
Staford, VA 22554
540-287-7448

Jim Hong
Hangry Joe's Sterling Inc
21304 Towncenter Plaza
Sterling, Virginia 20164
571-331-1431

Kanwal Sandhu
HJ at Tysons Inc
8359 -A Leesburg Pike
Vienna, VA 22182
410-340-5697

Chung Kim
Hangry Kemps River Crossing LLC
1345 Kempsville Rd
Virginia Beach, VA 23464
240-421-9629

Abraham Razeq
Muna Abdelrazeq
HJ at Woodbridge, Inc
14111 Jefferson Davis Hwy
Woodbridge VA 22191
540-287-7448

Washington

Jinhee Lee, Individually
2420 1st Avenue South
Seattle, WA 98134
206-512-0959

Jinhee Lee
RJ Tastebuds LLC
12723 NE 124th Street
Kirkland, WA 98034
206-902-0880

Franchise Agreement Signed But Outlet Not Yet Open (as of 12/31/2025):

Alabama

Brent Ford
Robert Yost
Southeast Development Group LLC
1873 Cherokee Ave SW
Cullman, AL35055
615-708-1149

Brent Ford
Robert Yost
Southeast Development Group LLC
1873 Cherokee Ave SW
Cullman, AL35055
615-708-1149

Brent Ford
Robert Yost
Southeast Development Group LLC
1873 Cherokee Ave SW
Cullman, AL35055
615-708-1149

Arkansas

Tanvir Mahmud
Abdulhamid Patel
Nashville Hot Chicken LLC
901 Fair Park Blvd
Little Rock, AR, 72204
501-463-8582

District of Columbia

Abraham Razeq
HJ at DC Inc
1106 Austin Dr.
Fredericksburg, VA 22401

540-287-7448

Florida

Brent Ford
Robert Yost
Southeast Development Group LLC
1873 Cherokee Ave SW
Cullman, AL35055
615-708-1149

Brent Ford
Robert Yost
Southeast Development Group LLC
1873 Cherokee Ave SW
Cullman, AL35055
615-708-1149

John Dell
Robert Maxson
Gerry Abrams
Brad Smith
HJR LLC
6250 Enterprise Dr
Knoxville, TN 30979
865-690-5820

Buddy Mason
Burgeon Enterprises LLC
2408 Coventry Ave
Lakeland, FL 33803
540-312-8773

Buddy Mason
Legacy Partnership Ventures LLC
2408 Coventry Ave
Lakeland, FL 33803
540-312-8773

Alex Gavilla
Anthony Barberio
Reza Motarefi
Quiet Storm RAA, LLC
2951 South Bayshore Dr
Miami FL 33133
202-315-8488

Alex Gavilla
Anthony Barberio
Reza Motarefi
Quiet Storm RAA, LLC
2951 South Bayshore Dr
Miami FL 33133
202-315-8488

Alex Gavilla
Anthony Barberio
Reza Motarefi
Quiet Storm RAA, LLC
2951 South Bayshore Dr
Miami FL 33133
202-315-8488

Alex Gavilla
Anthony Barberio
Reza Motarefi
Quiet Storm RAA, LLC
2951 South Bayshore Dr
Miami FL 33133
202-315-8488

Alex Gavilla
Anthony Barberio
Reza Motarefi
Quiet Storm RAA, LLC
2951 South Bayshore Dr
Miami FL 33133
202-315-8488

Alex Gavilla
Anthony Barberio
Reza Motarefi
Quiet Storm RAA, LLC
2951 South Bayshore Dr
Miami FL 33133
202-315-8488

Georgia

John Dell
Robert Maxson
Gerry Abrams
Brad Smith

HJR LLC
6250 Enterprise Dr
Knoxville, TN 30979
865-690-5820

John Dell
Robert Maxson
Gerry Abrams
Brad Smith
HJR LLC
6250 Enterprise Dr
Knoxville, TN 30979
865-690-5820

John Dell
Robert Maxson
Gerry Abrams
Brad Smith
HJR LLC
6250 Enterprise Dr
Knoxville, TN 30979
865-690-5820

John Dell
Robert Maxson
Gerry Abrams
Brad Smith
HJR LLC
6250 Enterprise Dr
Knoxville, TN 30979
865-690-5820

John Dell
Robert Maxson
Gerry Abrams
Brad Smith
HJR LLC
6250 Enterprise Dr
Knoxville, TN 30979
865-690-5820

John Dell
Robert Maxson
Gerry Abrams
Brad Smith
HJR LLC

6250 Enterprise Dr
Knoxville, TN 30979
865-690-5820

John Dell
Robert Maxson
Gerry Abrams
Brad Smith
HJR LLC
6250 Enterprise Dr
Knoxville, TN 30979
865-690-5820

John Dell
Robert Maxson
Gerry Abrams
Brad Smith
HJR LLC
6250 Enterprise Dr
Knoxville, TN 30979
865-690-5820

Illinois

Nafees Khan
Nafees Khan, Individually
6251 McKay Circle
Rosedale, MD 21237
443-703-4474

Indiana

Chintu Patel
HJCIN 1 LLC
315 US 31 S
Greenwood, IN 46142
317-701-3962

Chintu Patel
HJC Development LLC
315 US 31 S
Greenwood, IN 46142
317-701-3962

Chintu Patel
HJC Development LLC

315 US 31 S
Greenwood, IN 46142
317-701-3962

Iowa

Jack Wolbaum
Jway Inc
1216 Westwood Drive
Marshall, MN 56256
507-829-2609

Kentucky

Chintu Patel
HJC Development LLC
315 US 31 S
Greenwood, IN 46142
317-701-3962

Chintu Patel
HJC Development LLC
315 US 31 S
Greenwood, IN 46142
317-701-3962

Chintu Patel
HJC Development LLC
315 US 31 S
Greenwood, IN 46142
317-701-3962

Chintu Patel
HJC Development LLC
315 US 31 S
Greenwood, IN 46142
317-701-3962

Louisiana

Kimberly Strezelecki
Individual
737 Windwood Dr
Cabot, AR 72023
501-658-6703

Kimberly Strezelecki
Individual
737 Windwood Dr
Cabot, AR 72023
501-658-6703

Maryland

Syed Iqbal
Shaheen Group LLC
1349 Merlot Dr
Bel Air, MD 21015
443-891-5444

Kanwal Sandhu
Janty Sandhu
Sandhu Management LLC
11500 Manorstone Lane
Columbia, MD 21044
410-340-5697

Kanwal Sandhu
Janty Sandhu
Sandhu Management LLC
11500 Manorstone Lane
Columbia, MD 21044
410-340-5697

Kanwal Sandhu
Janty Sandhu
Sandhu Management LLC
11500 Manorstone Lane
Columbia, MD 21044
410-340-5697

Ranjit Chahal
RAJHJ Inc
1505 Paddocks Ct
Crownsville, MD, 21032
443-623-6963

Shahid Mohmoud
Shahji Foods Inc
6499 Sawgrass Court
Elkridge, MD 2107
443-812-6452

Ejaz Chaudhry, Individually
10268 Wetherburn Rd
Ellicott City, MD 21042
443-603-2267

Abraham Razeq
HJ at Brandywine
1106 Austin Dr.
Fredericksburg, VA 22401
540-287-7448

Abraham Razeq
HJ at Capital Heights Inc
1106 Austin Dr.
Fredericksburg, VA 22401
540-287-7448

Abraham Razeq
HJ at Oxon Hill Inc
1106 Austin Dr.
Fredericksburg, VA 22401
540-287-7448

Abraham Razeq
HJ at Temple Hills Inc
1106 Austin Dr.
Fredericksburg, VA 22401
540-287-7448

Afnan Ahmed
Nadeem Qaisar
Muhammad Khalil
HJ Dundalk Inc
944 Annapolis Road
Gambrils, MD, 21054

Fekadu Wolde
HJ at District Heights LLC
3814 58th Ave
Hyattsville, MD, 20784
202-213-4890

Raj Patel
Mohamed Nisher
Partnership

9927 Twin Fawn Trail
Laurel, MD 20723
204-778-4457

Raj Patel
Mohamed Nisher
Partnership
9927 Twin Fawn Trail
Laurel, MD 20723
204-778-4457

Sandipkumar Patel
Darshnaben Patel
Atik Vahora
Spice Trail LLC
7904 Meridian Drive
Pasadena, MD 21122
201-270-7014

Numaan Shah
Shah Burgers LLC
3248 A Crain Hwy
Waldorf, MD 20603
267-229-2333

Sarabjit Suri
Snuggle Pixy LLC
5120 Vest Ln
Waldorf, MD, 20601
914-815-5734

Massachusetts

Shoaib Muhammad
Rhaat & Sons Global Foods LLC
95 Sperry Lane
North Attleborough, MA, 02760
860-502-2065

Shoaib Muhammad
Rhaat & Sons Global Foods LLC
95 Sperry Lane
North Attleborough, MA, 02760
860-502-2065

Michigan

Sai Canton LLC
Niraj Patel
2235 Hendrie Rd
Canton, MI, 48187
845-665-1174

Omer Abdun
OIGK LLC
6620 Coleman Street
Dearborn, MI 48126
313-652-8323

Omer Abdun
OIGK LLC
6620 Coleman Street
Dearborn, MI 48126
313-652-8323

John Panos
Yacoub Haj
J&J LLC
2554 South Shore Drive
Flushing, MI 48433
810-845-4883

Minnesota

Melvin Bangus
Mike DeWeese
BD IGH Corporation
3355 Graham Hill Rd
Long Lake, MN 55356
612-203-3886

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BD IGH Corporation
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612-203-3886

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612-203-3886

Melvin Bangus
Mike DeWeese
BD IGH Corporation
3355 Graham Hill Rd
Long Lake, MN 55356
612-203-3886

Missouri

Kimberly Strezelecki
Individual
737 Windwood Dr
Cabot, AR 72023
501-658-6703

Amin Kajani
RPK of America LLC
306 N Main St
Webb City, MO, 64870
469-230-2348

New Jersey

Muhammad Ali
Burlington Township Hot Chicken LLC
17 Bell Lane
Burlington, NJ 08016
302-377-6370

Abdul Talat Mahmood
Hina Shah
A&M 786 Inc
1207 Inman Ave
Edison, NJ, 08820
732-486-9452

Waqar Hassan
Awais Arshad
222 Ogden Station Rd
Wenonah, NJ, 08090
646-662-4504

North Carolina

Harshavardhan Kandakur
Varsha Kandakur
Sparsh Enterprises LLC
3913 Valley Side Court
Cary, NC, 27519
508-667-7000

Jaymin Shah
Raken Shah
Mansa Travel Center Charlotte LLC
9707 John Adams Rd
Charlotte, NC 28262
336-681-2553

Dixit Patel
Rohit Amberkar
Ganesh Foods 1 LLC
1371 SouthPoint Trail
Durham, NC 27713
336-848-9460

Mark McDaniel
Andrew Strohofer

NC Hangry LLC
901 Sunset Drive
Greensboro, NC 27408
336-549-1816

Mark McDaniel
Andrew Strohofer
NC Hangry LLC
901 Sunset Drive
Greensboro, NC 27408
336-549-1816

Mark McDaniel
Andrew Strohofer
NC Hangry LLC
901 Sunset Drive
Greensboro, NC 27408
336-549-1816

Deyanira Prince
Deyanira Yousuf Perryman
Panadeshi LLC
4033 Village Park Drive
Knightdale, NC 27545
570-216-0992

John Dell
Robert Maxson
Gerry Abrams
Brad Smith
HJR LLC
6250 Enterprise Dr
Knoxville, TN 30979
865-690-5820

John Dell
Robert Maxson
Gerry Abrams
Brad Smith
HJR LLC
6250 Enterprise Dr
Knoxville, TN 30979
865-690-5820

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Gerry Abrams
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6250 Enterprise Dr
Knoxville, TN 30979
865-690-5820

Latheefullah Khan
Sanjeeda Shaik
Muthahar Syed
Muckram Basha Sekinder
RizAA, LLC
1116 Forest Willow Ln
Morrisville, NC, 27560
919-609-2938

Ohio

Omar Al Qadan
Qadan Trading Inc
39097 Case Rd
Avon, OH, 44011
216-575-8398

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Qadan Trading Inc
39097 Case Rd
Avon, OH, 44011

216-575-8398

Omar Al Qadan
Qadan Trading Inc
39097 Case Rd
Avon, OH, 44011
216-575-8398

Paresh Patel
Alok Patel
Kalpana Patel
Niyat Patel
Randal Ohio Food LLC
100 Cherry Branch Ln
Hickory, NC 28602
615-473-5967

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Alok Patel
Kalpana Patel
Niyat Patel
Randal Ohio Food LLC
100 Cherry Branch Ln
Hickory, NC 28602
615-473-5967

Oklahoma

Mike Leatherwood
Hangry Joes of Texas LLC
2775 US Highway 287
Sunset, TX 76270
703-395-2100

Road Island

Shoaib Muhammad
Saman Azhar Qadri
SM Foods LLC
95 Sperry Lane
North Attleborough, MA, 02760
860-502-2065

Shoaib Muhammad
Rhaat & Sons Global Foods LLC
95 Sperry Lane
North Attleborough, MA, 02760
860-502-2065

South Carolina

Andy Strader
Beyond Beyond 320 LLC
108 Forest Court
Danville, VA 24540
434-709-3260

South Dakota

Almanda Marks
Randy Wartner
Janal Wartner
Aaron Marks
Aamarx Enterprises Inc
204 Lake Drive
Redwood Falls, MN 26283
507-829-2559

Tennessee

Ashok "Jack" Patel
Kartik Patel
Pareshbhai Patel
KAPS LLC

1883 Traditions Circle
Brentwood, TN 37027
615-364-6262

Ashok “Jack” Patel
Kartik Patel
Pareshbhai Patel
KAPS LLC
1883 Traditions Circle
Brentwood, TN 37027
615-364-6262

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Pareshbhai Patel
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865-690-5820

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865-690-5820

John Dell
Robert Maxson
Gerry Abrams
Brad Smith
HJR LLC
6250 Enterprise Dr
Knoxville, TN 30979
865-690-5820

Parin Patel
Parin Patel, Individually
427 Valley Spring Drive
Mt Juliet, TN 37122
931-284-8271

Dipak Patel
Gateway Restaurant Inc
1865 Sanctuary Place
Murfreesboro, TN 37128
615-710-6286

Paresh Patel
Pratima Vallepalli
Randal MJ Hot LLC
100 Cherry Branch Ln,
Old Hickory, NC 28602
615-473-5967

Texas

Bilal Bhatti
Halal Ventures LLC
7219 Silver Mist Ave
Chesterfield, VA 23237
314-712-3983

Bilal Bhatti
Halal Ventures LLC
7219 Silver Mist Ave
Chesterfield, VA 23237
314-712-3983

Bilal Bhatti
Halal Ventures LLC
7219 Silver Mist Ave

Chesterfield, VA 23237
314-712-3983

Bilal Bhatti
Halal Ventures LLC
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Chesterfield, VA 23237
314-712-3983

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Halal Ventures LLC
7219 Silver Mist Ave
Chesterfield, VA 23237
314-712-3983

Bilal Bhatti
Halal Ventures LLC
7219 Silver Mist Ave
Chesterfield, VA 23237
314-712-3983

Mike Leatherwood
Hangry Joes of Texas LLC
2775 US Highway 287
Sunset, TX 76270
703-395-2100

Mike Leatherwood
Hangry Joes of Texas LLC
2775 US Highway 287
Sunset, TX 76270
703-395-2100

Mike Leatherwood
Hangry Joes of Texas LLC
2775 US Highway 287
Sunset, TX 76270
703-395-2100

Brandon Wilhelm

Brett Tatsumi
DW Restaurants TX LLC
3522 Brookview Rd
Rockville, IL 61107
815-520-3797

Brandon Wilhelm
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DW Restaurants TX LLC
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Rockville, IL 61107
815-520-3797

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Rockville, IL 61107
815-520-3797

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815-520-3797

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Brett Tatsumi
DW Restaurants TX LLC
3522 Brookview Rd
Rockville, IL 61107
815-520-3797

Virginia

Abraham Razeq
HJ at Bristow Inc
1106 Austin Dr.
Fredericksburg, VA 22401
540-287-7448

John Dell
Robert Maxson
Gerry Abrams
Brad Smith
HJR LLC
6250 Enterprise Dr
Knoxville, TN 30979
865-690-5820

Constantinos Yannitsadis
Elias Yannitsadis
Abraham Razeq
HJ at Lighfoot LLC
74 Kirtley Road
Leon, VA 22725
540-848-0600

Umar Fayyaz
Ahmad Raza
Fayyazco LLC
7309 Whernside Court
Lorton, VA, 22079
703-401-1461

EXHIBIT F

FORMER FRANCHISEES (For the fiscal year ended 12/31/2025)

The following is a list of Franchisees who had an outlet terminated, cancelled, not renewed or otherwise ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who had not communicated with us within ten weeks of the date of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Arkansas

Kimberly Strezelecki
Individual
737 Windwood Dr
Cabot, AR 72023
501-658-670
(Transferred-Unopened)

Florida

Alex Gavilla
Anthony Barberio
Reza Motarefi
Quiet Storm RAA, LLC
2951 South Bayshore Dr
Miami FL 33133
202-315-8488
(Ceased Operations)

Alex Gavilla
Anthony Barberio
Reza Motarefi
Quiet Storm RAA, LLC
2951 South Bayshore Dr
Miami FL 33133
202-315-8488
(Ceased Operations)

Victor Rivero
Debra Tobar
Riverbbie Inc
1818 Hollywood Blvd.
Hollywood, FL 33020
754-277-5072
(Ceased Operations)

Alex Gavilla

Anthony Barberio
Reza Motarefi
Quiet Storm RAA, LLC
2951 South Bayshore Dr
Miami FL 33133
202-315-8488
(Ceased Operations)

Buddy Mason
Burgeon Enterprises LLC
2408 Coventry Ave
Lakeland, FL 33803
540-312-8773
(Ceased Operations)

Nicolas Gutierrez
Jalahany Gutierrez
J.N. Limited LLC
27935 Wesley Chapel Blvd
Wesley Chapel, FL 33544
813-778-2774
(Ceased Operations)

Maryland

Numaan Shah
Shah Burgers LLC
3248 A Crain Hwy
Waldorf, MD 20603
267-229-2333
(Transferred – Unopened)

Roy Jung
Triple B Group Inc
19292 Montgomery Village Ave
Montgomery Village, MD 20886
703-395-2100
(Transferred)

Sandipkumar Patel
Darshnaben Patel
Atik Vahora
Wise Dundalk LLC
7904 Meridian Drive
Pasadena, MD 21122
201-270-7014

(Transferred – Unopened)

Yoojun Kim
YJK Ellicott City Inc
9150 Baltimore National Pike
Ellicott City, MD 21042
410-441-3911
(Transferred)

Michigan

Omer Abdun
OIGK LLC
6620 Coleman Street
Dearborn, MI 48126
313-652-8323
(Transferred – Unopened)

Missouri

Kimberly Strezelecki
Individual
737 Windwood Dr
Cabot, AR 72023
501-658-6703
(Transferred -Unopened)

New Jersey

Abraham Razeq
HJ at Jersey City
586 Newark Ave
Jersey City, NJ 07306
540-287-7448
(Ceased Operations)

Tennessee

Sam Patel
Hot Chicken Pleasant View LLC
216 Ren-Mar View
Pleasant View, TN 37146
615-414-4647
(Ceased Operations)

Texas

Bilal Bhatti
Halal Ventures LLC
22603 Morton Ranch Rd
Katy, TX 77449
314-712-3983
(Ceased Operations)

Jin Choi
KWH432, Inc.
171 N. Denton Tap Road #600
Coppell, TX 75019
214-693-1855
(Ceased Operations)

Virginia

Juyoung Jung
Jae Ho Kim
MCB Food, Inc.
9740 Liberia Ave
Manassas, VA 20110
703-906-5229
(Transferred)

Abraham Razeq
HJ at Dillingham Square Inc
1106 Austin Dr.
Fredericksburg, VA 22401
540-287-7448
(Transferred)

Abraham Razeq
HJ at Annandale Inc
7042 Little River Turnpike
Annandale, VA 22003
703-728-2009
(Transferred)

EXHIBIT G

Financial Statements

Hangry Joe's Franchising LLC

Financial Statements

December 31, 2025, 2024 and 2023

Hangry Joe's Franchising LLC

Table of Contents

December 31, 2025, 2024 and 2023

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Independent Auditors' Report

To the Members of
Hangry Joe's Franchising LLC

Opinion

We have audited the financial statements of Hangry Joe's Franchising LLC (the Company), which comprise the balance sheet as of December 31, 2025, and the related statements of operations and changes in members' equity (deficit) and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the 2025 financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Prior Period Financial Statements

The financial statements of the Company as of December 31, 2024 and 2023, were audited by other auditors whose report dated April 25, 2025, expressed an unmodified opinion on those financial statements.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

Baker Tilly US, LLP

Frisco, Texas
April 25, 2026

Hangry Joe's Franchising LLC

Balance Sheets

December 31, 2025, 2024 and 2023

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Assets			
Current Assets			
Cash	\$ 335,439	\$ 539,629	\$ 237,294
Restricted cash	44,481	94,207	6,316
Royalty receivables, net	103,227	84,230	39,700
Franchise fee receivables, net	-	-	35,000
Commission receivables	46,467	249,820	90,000
Other receivables	62,303	103,147	-
Prepaid expenses and other current assets	45,816	2,792	59,658
Total current assets	<u>637,733</u>	<u>1,073,825</u>	<u>467,968</u>
Property and Equipment, Net	<u>-</u>	<u>-</u>	<u>60,000</u>
Other Assets			
Due from members	<u>39,000</u>	<u>39,000</u>	<u>395,000</u>
Total other assets	<u>39,000</u>	<u>39,000</u>	<u>395,000</u>
Total assets	<u><u>\$ 676,733</u></u>	<u><u>\$ 1,112,825</u></u>	<u><u>\$ 922,968</u></u>
Liabilities and Members' Equity (Deficit)			
Current Liabilities			
Accounts payable and accrued expenses	\$ 18,163	\$ 71,747	\$ 36,297
Royalty commission payable	68,394	102,809	-
Payable to franchisee	-	-	56,000
Distribution payable	-	97,000	-
Restricted advertising fund	44,481	94,207	-
Deferred commissions revenue	8,000	8,000	8,000
Deferred franchise fees	1,870,000	2,325,000	2,055,000
Total current liabilities	<u>2,009,038</u>	<u>2,698,763</u>	<u>2,155,297</u>
Long-Term Liabilities			
Deferred commissions revenue	<u>-</u>	<u>8,000</u>	<u>16,000</u>
Total long-term liabilities	<u>-</u>	<u>8,000</u>	<u>16,000</u>
Total liabilities	2,009,038	2,706,763	2,171,297
Members' Deficit	<u>(1,332,305)</u>	<u>(1,593,938)</u>	<u>(1,248,329)</u>
Total liabilities and members' deficit	<u><u>\$ 676,733</u></u>	<u><u>\$ 1,112,825</u></u>	<u><u>\$ 922,968</u></u>

See notes to financial statements

Hangry Joe's Franchising LLC

Statements of Operations and Changes in Members' Equity (Deficit)
Years Ended December 31, 2025, 2024 and 2023

	2025	2024	2023
Revenues			
Royalties	\$ 3,218,448	\$ 2,772,657	\$ 1,372,535
Franchise fees	842,000	1,165,000	435,000
Ad fund	514,488	434,483	-
Commissions	485,092	572,786	324,373
Net restaurant sales	-	386,111	-
Transfer fees	5,000	25,000	-
Other income	55,000	1,352	12,618
Total revenues	5,120,028	5,357,389	2,144,526
Expenses			
Restaurant cost of sales	-	241,636	-
Operating expenses	3,983,124	3,892,852	3,599,961
Ad fund expense	514,488	434,483	-
Loss on sale of store and related equipment	-	65,000	-
Depreciation	-	5,000	10,000
Total expenses	4,497,612	4,638,971	3,609,961
Income (loss) from operations	622,416	718,418	(1,465,435)
Other Income			
Interest income	4,552	13	-
Total other income	4,552	13	-
Net income (loss)	\$ 626,968	\$ 718,431	\$ (1,465,435)
Members' (Deficit) Equity, Beginning	\$ (1,593,938)	\$ (1,248,329)	\$ 128,947
Contributions	1,150,000	675,000	1,200,000
Distributions	(1,515,335)	(1,739,040)	(1,111,841)
Net income (loss)	626,968	718,431	(1,465,435)
Members' Deficit, Ending	\$ (1,332,305)	\$ (1,593,938)	\$ (1,248,329)

See notes to financial statements

Hangry Joe's Franchising LLC

Statements of Cash Flows

Years Ended December 31, 2025, 2024 and 2023

	2025	2024	2023
Cash Flows From Operating Activities			
Net income (loss)	\$ 626,968	\$ 718,431	\$ (1,465,435)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation	-	5,000	10,000
Loss on sale of store and related equipment	-	65,000	-
Provision for credit losses	39,566	91,849	-
Repayment waiver of notes receivable from franchisees	-	-	145,000
Change in operating assets and liabilities:			
Royalty receivables	(58,563)	(61,379)	(30,832)
Franchise fees receivables	-	(40,000)	(35,000)
Commission receivables	203,353	(159,820)	(90,000)
Due from related parties	-	-	100,000
Other receivables	40,844	(30,647)	-
Prepaid expenses and other current assets	(43,024)	56,866	(59,658)
Accounts payable and accrued expenses	(53,584)	35,450	3,381
Royalty commission payable	(34,415)	102,809	-
Payable to franchisee	-	-	56,000
Restricted advertising fund	(49,726)	94,207	-
Deferred commissions revenue	(8,000)	(8,000)	(8,000)
Deferred franchise fees	(455,000)	270,000	1,785,000
Net cash provided by operating activities	208,419	1,139,766	410,456
Cash Flows From Investing Activities			
Purchases of property and equipment	-	-	(70,000)
Proceeds from sale of store and related equipment	-	217,500	-
Net cash provided by (used in) investing activities	-	217,500	(70,000)
Cash Flows From Financing Activities			
Due from members	-	-	(270,000)
Distributions to members	(1,612,335)	(1,642,040)	(1,111,841)
Contributions from members	1,150,000	675,000	1,100,000
Net cash used in financing activities	(462,335)	(967,040)	(281,841)
Net change in cash and cash equivalents	(253,916)	390,226	58,615
Cash, Cash Equivalents and Restricted Cash, Beginning	633,836	243,610	184,995
Cash, Cash Equivalents and Restricted Cash, Ending	\$ 379,920	\$ 633,836	\$ 243,610
Supplemental Disclosure of Cash Flow Information			
Other receivable for sale of store and related equipment	\$ -	\$ 72,500	\$ -
Purchase of store applied to due from member	\$ -	\$ 300,000	\$ -
Distributions payable	\$ -	\$ 97,000	\$ -
Payable to franchisee applied to due from member	\$ -	\$ 56,000	\$ -

See notes to financial statements

Hangry Joe's Franchising LLC

Notes to Financial Statements
December 31, 2025, 2024 and 2023

1. Business

Hangry Joe's Franchising LLC (the Company), is a limited liability company organized on June 9, 2021. The Company offers a franchising opportunity to provide a fast-casual, hot restaurant experience offering premium chicken sandwiches with different spice levels, along with specialized menu items. The Company's primary business activity is the franchising and support of these franchises.

2. Significant Accounting Policies

Basis of Presentation

The Company's financial statements are prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Use of Estimates

This preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition

The Company recognizes revenue in accordance with Accounting Standard Codification (ASC) 606, *Revenue from Contracts with Customers*, when control of the promised goods or services is transferred to customers in an amount that reflects the consideration to which the Company expects to be entitled.

Franchise Fees

Franchise fees are nonrefundable and are due upon execution of the franchise agreement, which grants the franchisee the right to operate a restaurant using the Company's system at an approved location. The Company provides pre-opening services, including access to operating manuals and initial training. Consistent with ASC 606-10-55-65 and Accounting Standards Update (ASU) No. 2021-02, the Company has elected the practical expedient to treat pre-opening services, including training, as distinct from the franchise license. The Company has concluded that these pre-opening services represent the primary performance obligation. Accordingly, the Company recognizes initial franchise fee revenue upon completion of the pre-opening services, which typically occurs when training is completed. The Company has further determined that any ongoing franchise rights do not represent a material separate performance obligation requiring allocation of the initial franchise fee.

Royalty Fees

Royalty fees are calculated as a percentage of franchisee gross sales and are recognized as revenue in the period the underlying sales occur in accordance with the sales-based royalty exception.

Transfer Fees

Transfer fees are charged in connection with the transfer of franchise rights from one franchisee to another and are generally administrative in nature. The Company recognizes transfer fee revenue at the point in time when the transfer is approved and completed.

Advertising Fees

Advertising fees are calculated as a percentage of franchisee gross sales and are collected into an advertising fund to support marketing and promotional activities. These amounts are recognized as revenue as the underlying franchisee sales occur. The Company is contractually required to use such funds for advertising and marketing activities. Accordingly, to the extent advertising fees collected exceed advertising expenditures incurred, the Company records a corresponding liability for the obligation to spend such amounts on future advertising. Amounts may be reimbursed to franchisees for approved local advertising in accordance with franchise agreements.

Vendor Commissions

The Company enters into arrangements with third-party vendors under which it earns commissions based on franchisee purchases of vendor products. Commission revenue is recognized in the period earned.

Company Owned Store Sales

During 2024, a franchisee store owned by the Company's majority owners was contributed to the Company and subsequently sold to a third-party investor later in 2024 (see Note 8). Revenue from food and beverage sales at this Company owned location was recognized at a point in time when control of the product was transferred to the customer, generally upon delivery. Sales are presented net of sales taxes and discounts.

Reclassifications

Certain prior year amounts have been reclassified to conform to the current year presentation. These reclassifications had no effect on previously reported net income (loss), total assets, total liabilities, or members' equity.

Royalty, Franchise Fee, Commission and Other Receivables and Allowance for Credit Losses

The Company operates in the franchise industry and its royalty and franchise fee receivables are primarily derived from franchisees, commission receivables from vendors and other receivable from purchaser of the Company-owned store. Royalty, franchise fee, commission and other receivables are recorded when the appropriate revenue recognition criteria is met. The year end balances for each of these receivables are presented individually on the balance sheets. The opening balance as of January 1, 2023 for royalty receivables, franchise fee receivables and commission receivables were \$8,868, \$0 and \$0, respectively.

At the balance sheet date, the Company recognizes an expected allowance for credit losses. In addition, also at each reporting date, the estimate is updated to reflect any changes in credit risk since similar risk characteristics exist.

Management monitors the aging of all receivable balances. The allowance estimate is derived from a review of the Company's historical losses based on the aging of receivables and at the individual customer level. This estimate is adjusted for management's assessment of current conditions, reasonable and supportable forecasts regarding future events, and any other factors deemed relevant by the Company. The Company believes historical loss information is a reasonable starting point in which to calculate the expected allowance for credit losses as the Company's franchisees have remained constant since the Company's inception.

Hangry Joe's Franchising LLC

Notes to Financial Statements
December 31, 2025, 2024 and 2023

The allowance is established for expected credit losses to be recognized over the life of the receivable. Any allowance for credit losses is charged to net income in the period the receivable is recorded and revised in subsequent periods to reflect changes in the Company's estimate of expected credit losses. The allowance for credit losses associated with the Company's royalty receivables were \$39,566, \$16,849 and \$0 as of December 31, 2025, 2024 and 2023, respectively. The allowance for credit losses associated with the Company's franchise fee receivables were \$0, \$75,000 and \$0 as of December 31, 2025, 2024 and 2023, respectively. The allowance for credit losses associated with the Company's commission and other receivables were \$0 as of December 31, 2025, 2024 and 2023.

The Company writes off receivables when there is information that indicates the debtor is facing significant financial difficulty and there is no possibility of recovery. Balances that are deemed entirely uncollectible are written off through a charge to the allowance and a credit to the respective receivable account. If any recoveries are made from any accounts previously written off, they will be recognized as an offset to credit loss expense in the year of recovery, in accordance with the Company's accounting policy election.

Area Representative Agreements

The Company enters into area representative agreements which allows investors to secure the rights to a defined territory to find franchisees to set up store(s) within the territory. As part of this agreement, the investor is entitled to various commissions, which range from 30-50% for the franchise fee(s) obtained and 2-2.5% of the royalties collected from the store for the duration of the contract. In addition, the investor will receive 1% of the royalties collected from any store that was already opened and operating prior to when the investor acquired the territory. Any unpaid royalties at year end are recorded as a royalty commission payable on the accompanying balance sheets.

Notes Receivable, Franchisees

Notes receivables are stated at cost, less allowance for credit losses. The Company advanced \$145,000 interest free loans to franchisees during 2022 to assist with their store opening/initial operations, of which repayment was waived during the year ended December 31, 2023.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. Expenditures for repairs and maintenance are charged to expense as incurred and additions and improvements that significantly extend the lives of assets are capitalized. Depreciation is computed using the straight-line over the estimated useful lives of the related assets. For kitchen equipment, management has estimated the useful life to be seven years. Upon retirement or sale of an asset, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is reflected in operating expense in the statements of operations and changes in members' equity (deficit).

Other Financial Assets and Liabilities

Financial assets with carrying values approximating fair value include cash, restricted cash, royalties receivable, franchise fees receivable, commission receivables, other receivables, due from related parties, notes receivable - franchisees, prepaid expenses and other current assets. Financial liabilities with carrying values approximating fair value include accounts payable, accrued expenses, royalty commission payable, payable to franchisee, distributions payable, deposits, restricted advertising fund, deferred commissions revenue and deferred franchise fees. The carrying value of these financial assets and liabilities approximates fair value due to their short maturities and due to their interest rates approximating current market rates for short-term debt.

Hangry Joe's Franchising LLC

Notes to Financial Statements
December 31, 2025, 2024 and 2023

Advertising

The Company follows the policy of charging the costs of advertising to expenses as incurred. Total advertising costs for the years ended December 31, 2025, 2024 and 2023 were \$0, \$88,513 and \$138,775, respectively. These advertising costs are discretionary and separate from advertising fund expenses.

Income Taxes

The Company is treated as a partnership for federal and state income tax purposes, and its members report their respective share of the Company's taxable income or loss on their individual income tax returns. Accordingly, no provision or liability for income taxes has been included in the accompanying financial statements.

The Company follows U.S. GAAP related to accounting for uncertainty in income taxes which clarifies the accounting for income taxes by prescribing the minimum recognition threshold that a tax position is required to meet before being recognized in the Company's financial statements. The Company has completed its assessment and determined that there were no tax positions which would require recognition under the guidance as of December 31, 2025.

Concentration of Credit Risk

The Company maintains its cash in bank accounts which, at times, may exceed federally insured (FDIC) limits. Management periodically assesses the financial condition of the institution and believes that any possible credit risk is minimal.

Contingencies

The Company is subject to legal proceedings arising in the ordinary course of business. Liabilities are recorded when a loss is probable and reasonably estimable in accordance with ASC 450, and legal costs are expensed as incurred. Management believes that the resolution of these matters will not have a material adverse effect on the Company's financial position, results of operations or cash flows.

Recent Accounting Pronouncements

During July 2025, the Financial Accounting Standards Board (FASB) issued ASU No. 2025-05, *Measurement of Credit Losses for Accounts Receivable and Contract Assets*. ASU No. 2025-05 provides all entities with a practical expedient and entities other than public business entities with an accounting policy election when estimating expected credit losses for current accounts receivable and current contract assets arising from transactions accounted for under Topic 606, *Revenue From Contracts With Customers*. ASU No. 2025-05 is effective for annual reporting periods (including interim reporting periods within annual reporting periods) beginning after December 15, 2025. Early adoption is permitted. The Company is currently assessing the effect that ASU No. 2025-05 will have on its results of operations, financial position and cash flows.

During December 2025, the FASB issued ASU No. 2025-12, *Codification Improvements*. ASU No. 2025-12 contains amendments to a broad range of Topics within the Codification that clarify, correct errors, or make minor improvements. ASU No. 2025-12 is effective for annual reporting periods beginning after December 15, 2026. Early adoption of the amendments is permitted for both interim and annual reporting periods for which financial statements have not yet been issued (or made available for issuance). The Company does not believe that the adoption of ASU No. 2025-12 will have a material effect on its results of operations, financial position and cash flows.

Hangry Joe's Franchising LLC

Notes to Financial Statements
December 31, 2025, 2024 and 2023

3. Deferred Franchise Fees

Franchisees enter into franchise agreements with the Company that generally have an initial term of ten years. Upon execution of the agreement and prior to the opening of a store, franchisees are required to pay a nonrefundable initial franchise fee for each location, including any additional locations for which development rights are reserved within a defined geographic territory. Upon expiration of the initial term, franchisees may renew the agreement by entering into a new franchise agreement and paying a fixed renewal fee.

The franchise agreement provides the franchisee with the right to operate a restaurant using the Company's trademarks, system, and processes, as well as access to pre-opening services, including site selection and consultation, lease negotiation assistance, design and layout support, startup purchasing assistance, training and marketing support.

Initial franchise fees received prior to completion of pre-opening services are recorded as deferred revenue. The Company expects to recognize substantially all deferred franchise fee revenue within twelve months from the date a location is selected.

Deferred franchise fee revenue was \$1,870,000, \$2,325,000 and \$2,055,000 as of December 31, 2025, 2024 and 2023, respectively. Deferred revenue as of January 1, 2023 was \$270,000. Franchise fee revenue recognized was \$842,000, \$1,165,000 and \$435,000 for the years ended December 31, 2025, 2024 and 2023, respectively.

4. Deferred Commissions Revenue

The Company entered into a five-year agreement with PepsiCo to provide services to franchisees in return for commissions, such as development funds, marketing funds, rebates and sign-on bonus. These commissions are earned over the length of the contract and any awarded, unearned amounts are to be refunded pro rata to PepsiCo if the agreement is terminated prior to the end date. \$316,134, \$310,711 and \$173,440 was awarded and earned during the years ended December 31, 2025, 2024 and 2023, respectively. \$8,000, \$16,000 and \$24,000 was deferred as of December 31, 2025, 2024 and 2023, respectively. The opening balance as of January 1, 2023 was \$32,000.

5. Cash, Restricted Cash and Cash Equivalents

The Company considers all investments in highly-liquid instruments, purchased with a maturity of three months or less, to be cash equivalents. At December 31, 2025, 2024 and 2023, the Company had no cash equivalents.

The following table provides a reconciliation of cash and restricted cash reported within the balance sheets that sum to the total of the same amount shown in the statements of cash flows. Restricted cash is exclusively held for advertising expenditures. The Company reserves the right to implement an advertising fee to franchisees (typically a percentage of the franchisee's gross revenues) to fund this account.

	2025	2024	2023
Cash	\$ 335,439	\$ 539,629	\$ 237,294
Restricted cash, advertising	44,481	94,207	6,316
Total cash and restricted cash presented in the statements of cash flows	\$ 379,920	\$ 633,836	\$ 243,610

Hangry Joe's Franchising LLC

Notes to Financial Statements
December 31, 2025, 2024 and 2023

6. Property and Equipment

Property and equipment consisted of the following as of December 31:

	2025	2024	2023
Kitchen equipment	\$ -	\$ -	\$ 70,000
Less accumulated depreciation	-	-	(10,000)
Total property and equipment, net	\$ -	\$ -	\$ 60,000

Depreciation expense totaled \$0, \$5,000 and \$10,000 for the years ended December 31, 2025, 2024 and 2023, respectively. During the year ended December 31, 2024, the Company disposed of its kitchen equipment as part of the sale of the Company-owned store. See Note 8 for further details.

7. Related-Party Transactions

The Company contracted for services from TIG Food Services LLC (TIG), an entity with common ownership. Common ownership is where two or more entities are controlled or significantly influenced by the same individual(s), group, or legal entity, either directly or indirectly. Total expenses incurred to TIG were \$899,144 for the year ended December 31, 2023. Beginning January 1, 2024, the Company no longer contracted services from TIG and payments to TIG during 2024 are included in distributions to members.

The Company advanced funds to TIG during December 31, 2022 amounting to \$100,000. The repayment of the advanced funds was waived during the year ended December 31, 2023. The Company also advanced funds to two members of the Company during December 31, 2022 amounting to \$125,000 and an additional \$270,000 during December 31, 2023. During the year ended December 31, 2024, \$56,000 and \$300,000 was offset against this loan. As of December 31, 2025 and 2024, a total of \$39,000 was due from the two members.

The Company has area representative agreements with HJD LLC, South Carolina HJAD LLC and Magahj, LLC, entities which became related parties with common ownership during the year ended December 31, 2023. An additional two entities, Hangry Development TX, LLC and Hangry Development Midwest, LLC also became related parties with common ownership during the year ended December 31, 2024. As part of the agreements and upon successfully finding franchisees to open stores within their territory, they are entitled to commissions which range from 30-50% for the franchise fees and 1.0-2.5% of royalties collected for the duration of the franchisee's agreement. Total commissions paid amounted to \$211,959, \$263,167 and \$41,447 during the years ended December 31, 2025, 2024 and 2023, respectively, and is included in operating expenses of the statements of operations and changes in members' equity (deficit).

The Company made guaranteed payments amounting to \$464,000, \$480,000 and \$480,000 to the majority owners for the years ended December 31, 2025, 2024 and 2023, respectively. These payments are included in operating expenses on the accompanying statements of operations and changes in members' equity (deficit).

Hangry Joe's Franchising LLC

Notes to Financial Statements
December 31, 2025, 2024 and 2023

8. Sale of Company-Owned Store

During the year ended December 31, 2024, a franchisee store owned by the majority owners was transferred into the Company for a consideration of \$300,000. This Company-owned store was then sold to a third-party investor for \$290,000, along with the kitchen equipment with a net book value of \$55,000, which resulted in a net loss on sale of store and related equipment of \$65,000 as presented in the statements of operations and changes in members' equity (deficit). As of December 31, 2025 and 2024, there remains a receivable of \$30,647 and \$103,147, respectively, due from this third-party investor, presented as other receivables on the balance sheets.

9. Subsequent Events

Management has evaluated events occurring subsequent to December 31, 2025 through April 25, 2026, the date the financial statements were available to be issued, for potential recognition and disclosure in the financial statements. No events have occurred that would require adjustments to, or further disclosures in the financial statements.

EXHIBIT H

TABLE OF CONTENTS OF OPERATIONS MANUAL

<u>Subject</u>	<u>Page Count</u>
Chapter 1: Introduction	10
Chapter 2: Roles and Responsibilities	2
Chapter 3: Area Representative Explanation	2
Chapter 4: Site Selection, Vendor Setup and Store Buildout	166
Chapter 5: Accounting Responsibilities	10
Chapter 6: Training	83
Chapter 7: Store Operations	137
Chapter 8: Marketing	20
Chapter 9: Insurance Requirements & Risk Management	5
Chapter 10: Trademarks and Trade Secrets – Protection Policies	5
Total Pages	443

EXHIBIT I

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
Indiana	Pending
Maryland	Pending
Michigan	December 26, 2025
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Wisconsin	Pending

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.

EXHIBIT J RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Hangry Joe's Franchising, LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 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.

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.

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.

If Hangry Joe's Franchising, LLC 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 state agency listed on Exhibit B.

The franchisor is Hangry Joe's Franchising, LLC located at 7601 Lewinsville Road, Suite 310, McLean, VA 22102. Its telephone number is 571-386-1700.

Issuance Date: April 29, 2026

The franchise seller for this offering is:

X	Ki Young ("Derek") Cha; 7601 Lewinsville Road, Suite 310, McLean, VA 22102; 571-386-1700
X	Min Soo ("Mike") Kim; 7601 Lewinsville Road, Suite 310, McLean, VA 22102; 571-386-1700
X	Brad Smith, 6250 Enterprise Drive, Knoxville, TN 37909; 865-690-5820

We authorize the respective state agencies identified in Exhibit B to receive service of process for us in the particular state.

I have received a disclosure document dated April 29, 2026 that included the following Exhibits:

- A. State Addenda to the Disclosure Document
- B. List of State Administrators and Registered Agents
- C. Franchise Agreement
 - Schedule 1-Territory

Schedule 2-Automatic Bank Draft Authorization
Schedule 3-Telephone & Internet Assignment
Schedule 4-Lease Rider
Schedule 5-State Addenda to the Franchise Agreement

- D. Release
- E. List of Current Franchisees
- F. List of Former Franchisees
- G. Financial Statements
- H. Table of Contents of Operations Manual
- I. State Effective Dates
- J. Receipts

PROSPECTIVE FRANCHISEE:

Date you received this Disclosure Document

If an individual:

If a business entity:

Name of Business Entity

Signature

By: _____
Signature

Printed Name

Printed Name/Title

Address

Address

(Telephone number)

(Telephone number)

Please sign, date, and retain this copy for your records.

EXHIBIT J RECEIPT

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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.

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.

If Hangry Joe's Franchising, LLC 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 state agency listed on Exhibit B.

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- J. Receipts

PROSPECTIVE FRANCHISEE:

Date you received this Disclosure Document

If an individual:

If a business entity:

Name of Business Entity

Signature

By: _____
Signature

Printed Name

Printed Name/Title

Address

Address

(Telephone number)

(Telephone number)

Please sign, date, and return this copy to us