FRANCHISE DISCLOSURE DOCUMENT

HOA Future Franchising, LLC
A Delaware Limited Liability Company
107 Hampton Road, Suite 200
Clearwater, Florida 33759
(770) 951-2040
franchising@hooters.com
www.Hooters.com

You will operate a Hooters® restaurant (a "**Restaurant**"). Hooters® Restaurants are casual dining neighborhood restaurants that offer a menu featuring chicken wings, burgers, seafood and other food and beverage offerings (including alcoholic beverages) and feature the "Hooters® Girls," whose primary role is to entertain and interact with guests while serving food and drink.

The total investment necessary to begin operation of a single, new construction Hooters Restaurant ranges from $2,743,300 to $4,697,000. This includes $85,100 to $85,250 that must be paid to us or our affiliate. The total investment necessary to begin operation of a single Hooters Restaurant that has been converted into a Hooters Restaurant from an existing building, ranges from $1,253,300 to $3,022,000. This includes $85,100 to $85,250 that must be paid to us or our affiliate. The total initial investment necessary to begin operating under the Development Agreement ranges from $1,278,300 (for the development of 2 Restaurants) to $4,747,000 (for the development of 3 Restaurants). This includes initial fees ranging from $110,100 to $135,250 that must be paid to us or our affiliate.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Sal Melilli, HOA Future Franchising, LLC at 107 Hampton Road, Suite 200, Clearwater, FL 33759, smelilli@hooters.com, 727-725-2551.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission ("FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 30, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E.
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 F 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 Hooters® restaurant 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 Hooters® restaurant franchisee?	Item 20 or Exhibit E lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this Disclosure Document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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 Florida. 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 Florida than in your own state.

2. **Spousal Liability**. Your spouse will be required to sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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.

NOTICE REQUIRED BY THE

STATE OF MICHIGAN

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.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that the 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 terms 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, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (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 or 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 obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact 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 the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

THE 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

To simplify the language in this Disclosure Document, "**we**," "**us**," or "**our**" refers to HOA Future Franchising, LLC, the franchisor, and "**you**" or "**your**" refers to the person or entity that buys a franchise from us, including all equity owners of a corporation, general partnership, limited partnership, limited liability company, or any other type of entity.

The Franchisor

We are a Delaware limited liability company organized on October 10, 2025. Our principal business address is 107 Hampton Road, Suite 200, Clearwater, Florida 33759. Exhibit G to this Disclosure Document discloses our agent for service of process.

We do business under our company name and "Hooters." We franchise casual dining neighborhood restaurants ("**Hooters Restaurants**") that offer via dine in, catering, take-out and delivery chicken wings, seafood and burgers, together with beer, wine, and liquor and other food and beverage offerings and merchandise under the "HOOTERS®" trademark that we may designate from time to time and featuring the "Hooters® Girls." As of December 31, 2025, there were 193 Hooters Restaurants in the United States (117 franchised Restaurants and 76 company-owned Restaurants) and approximately 60 franchised Hooters Restaurants internationally.

We have offered Hooters franchises since November 2025, and we have not directly operated any Hooters Restaurants. We have not offered franchises in any other line of business. As of November 1, 2025, our affiliates operated 75 Hooters Restaurants in the United States and none internationally. We and our affiliates may sell products, inventory equipment, supplies and services to Hooters franchisees. Except as described above, we have no other business activities.

Our Parents

Our immediate parent is HOA Franchise HoldCo, LLC ("**HoldCo**") and its principal business address is 107 Hampton Road, Suite 200, Clearwater, Florida 33759.

HoldCo is a direct subsidiary of HOA NewCo LLC ("**NewCo**") and its principal business address is 107 Hampton Road, Suite 200, Clearwater, Florida 33759.

Predecessor and Affiliates

Our predecessor (and current affiliate) is HOA Franchising, LLC ("**Predecessor'**) and has its principal place of business at 107 Hampton Road, Suite 200, Clearwater, Florida 33759. Predecessor offered franchises for Hooters Restaurants from 2014 to April 2025 and did not own or operate any Hooters Restaurants, although some of its affiliates did own and operate Hooters Restaurants. Predecessor did not offer franchises in any other line of business.

Hoots Franchising, LLC ("**Hoots Franchising**") is our affiliate and has its principal place of business at 107 Hampton Road, Suite 200, Clearwater, Florida 33759. Hoots Franchising offered franchises for hoots® wings restaurants from July 2020 to April 2024. The hoots® wings restaurants are fast food/fast casual style restaurants that offer and sell via, catering, take-out and delivery a limited menu of chicken wings and other foods and beverages. Hoots Franchising does not own or operate any hoots wings restaurants and has not offered franchises in any other

line of business. As of the issuance date, there are 2 hoots wings restaurants operating in the United States.

HOA Systems, LLC ("**HOA Systems**") is our affiliate and has its principal place of business at 107 Hampton Road, Suite 200, Clearwater, Florida 33759. In August 2014, as part of a financing transaction, all then-existing Hooters franchise agreements were assigned to HOA Systems. HOA Systems is the franchisor for the franchise agreements that were assigned to it in 2014.

HOA Gift Cards, LLC ("**HOA Gift Cards**") is our affiliate and has its principal place of business at 107 Hampton Road, Suite 200, Clearwater, Florida 33759. HOA Gift Cards serves as a gift card issuing and processing provider for franchised Hooters Restaurants, as well as restaurants of our affiliates. HOA Gift Cards has not owned or operated Hooters Restaurants and has not sold franchises in any line of business.

Hooters Brand Management, LLC ("**Brand Management**") is our affiliate and has its principal place of business at 107 Hampton Road, Suite 200, Clearwater, Florida 33759. Brand Management has not offered franchises for Hooters Restaurants or offered franchises in any other line of business and has not owned or operated Hooters Restaurants.

Hooters Foods, Inc. ("**Hooters Foods**") is our affiliate and has its principal place of business at 107 Hampton Road, Suite 200, Clearwater, Florida 33759. Hooters Foods is the designated supplier of certain Restaurant Items (defined below) and retail merchandise that you must purchase to operate a Hooters Restaurant. Hooters Foods has not offered franchises for Hooters Restaurants or offered franchises in any other line of business and has not owned or operated Hooters Restaurants.

Effective as of October 31, 2025, with the approval of the bankruptcy plan described in Item 4, NewCo, Holdco, HOA Systems, HILP, Predecessor, Hoots Franchising, and we (the "**Managed Entities**") entered into an agreement with Brand Management (the "**Brand Management Agreement**"). Pursuant to the terms of the Brand Management Agreement, Brand Management will provide brand-related, franchising-related and management-related functions to the Managed Entities. Brand Management controls our day-to-day operations, shapes our policies, and controls our and other Managed Entities' franchise sales and operations. Brand Management provides franchisees the required support and services that we are obligated to provide under our franchise agreements and development agreements. Many, if not all, of our duties under the franchise agreements and development agreements are or may be delegated to Brand Management. We pay various management fees to Brand Management for these services. Notwithstanding, we remain fully liable for fulfilling our obligations under our franchise agreements and development agreements. If Brand Management fails to perform its obligations under the Management Agreement, then Brand Management may be replaced as manager. As the franchisor, we are responsible and accountable to our franchisees to make sure that all services we promise to perform under the franchise agreements and development agreements are performed in compliance with those agreements, regardless of who performs those services on our behalf.

Hooters, Inc. (directly or indirectly through its officers and employees) holds a majority ownership interest in, and control over, Brand Management. Hoot Owl Restaurants, L.L.C. ("**Hoot Owl**") and employees of Brand Manager hold minority ownership interests in Brand Management. Before the approval of the bankruptcy plan on October 31, 2025, Hooters, Inc. and Hoot Owl were independent Hooters® franchisees.

HBM CPO, LLC ("**CPO Affiliate**") is our affiliate and has its principal place of business at 107 Hampton Road, Suite 200, Clearwater, Florida 33759. CPO Affiliate has not offered franchises

for Hooters Restaurants or offered franchises in any other line of business and has not owned or operated Hooters Restaurants. CPO Affiliate operates a supply chain program called the Hooters Collaborative Purchasing Organization ("**CPO**"). For the benefit of the members, CPO seeks to purchase certain food products and menu items at lower prices and sustainable costs for its members, as well as manage freight, inventory, and quality assurance programs and services that members may elect to participate in. Currently, membership in the CPO is optional, however we may require you to participate in the CPO upon notice during the term of the franchise agreement. A copy of the current form of CPO Membership Agreement is attached to this Disclosure Document as Exhibit C-2.

Except as described above, none of our affiliates directly or indirectly offer services to our Hooters franchisees and none are currently offering franchises.

The Business You Will Conduct

Individual Hooters Restaurant – Franchise Agreement

Hooters Restaurants are casual dining neighborhood restaurants that offer a menu featuring chicken wings, burgers, seafood and other food and beverage offerings (including alcoholic beverages) and feature the "Hooters® Girls," whose primary role is to entertain and interact with guests while serving food and drink.

Each Hooters Restaurant operates from a specified location that we designate and approve (the "**Site**"). A typical Site for a new Hooters Restaurant currently ranges from about 3,000 square feet to 10,000 square feet with seating from 0 to 300 or more persons, depending on configuration and zoning. Sites for traditional Hooters Restaurants are typically located in in a shopping center or strip mall with parking in front of the Site.

Hooters Restaurants are distinct from hoots® wings restaurants, which are not offered under this Disclosure Document. Unlike hoots® wings restaurants, Hooters Restaurants have a much larger floor plan and kitchen and feature the Marks (defined below) and "Hooters® Girls." Hooters Restaurants offer and sell only products, services and accessories we designate or approve for Hooters Restaurants (the "**Products and Services**"). Hooters Restaurants use our System, copyrights and Marks.

We grant franchises for Hooters Restaurants by entering into a separate franchise agreement (a "**Franchise Agreement**") for the establishment and operation of each Hooters Restaurant. A copy of the current form of Franchise Agreement is attached to this Disclosure Document as Exhibit A.

Our "**System**", which your Hooters Restaurant must use and follow, is comprised of our Confidential Information (defined in Item 14), distinctive business formats, methods, procedures, rules, designs, layouts, signs, recipes, ingredients, product and service mix, standards, specifications, and System Standards, all of which we may improve, further develop or otherwise modify from time-to-time. Our "**System Standards**" are our mandatory rules, requirements, suggestions and guidance for the development and operation of Hooters Restaurants. Our confidential brand standards manuals (the "**Manuals**") and our System Standards define the System and will address use of our Confidential Information, Marks and copyrights, specifics of the layout of Hooters Restaurants, number of personnel needed, types of Products or Services offered, amount of inventory carried and various other aspects of the development, operation, transfer or closure of Hooters Restaurants. We may change, alter or amend the System at any time in our sole discretion.

Our "**Marks**" are comprised of certain trademarks, service marks and other commercial symbols for use in the operation of Hooters Restaurants (including the primary mark being the "HOOTERS" word and design mark and other associated logos, tag lines, designs, symbols, and trade dress, we designate or approve). The current Marks have gained and continue to gain public acceptance and goodwill. We in our sole discretion may at any time license, create or designate new Marks and change, alter, amend, substitute or discontinue our or your use of any of the Marks in any manner, including on a system wide or localized basis.

You must use the Marks and System to the extent and in the manner we designate, and follow all Systems Standards for the development and operation of your Hooters Restaurant.

Multiple Hooters Restaurants – Development Agreement

We may, in our sole discretion, offer you the opportunity to enter into a Development Agreement ("**Development Agreement**"), under which you will develop and open a predetermined number of Hooters Restaurants according to a schedule (the "**Development Schedule**") within a specific geographic territory (the "**Development Area**"). A copy of our current form of Development Agreement is attached to this Disclosure Document as Exhibit B. The Franchise Agreement for the first Hooters Restaurant that you develop under the Development Agreement will be in the form attached as Exhibit A to this Disclosure Document. For each additional Hooters Restaurant that you develop under the Development Agreement, you must sign our then-current form of Franchise Agreement by the deadline stated in the Development Schedule. This form of the Franchise Agreement may be different from the form of Franchise Agreement included in this Disclosure Document. If you do not sign a Development Agreement, you will have no rights to develop or operate more than one Hooters Restaurant, unless you sign additional Franchise Agreements. If you fail to meet the Development Schedule, we can terminate the Development Agreement and your rights under it or, at our option, eliminate or terminate protections to your Development Area.

Competition and Market

The casual dining neighborhood restaurant business is very competitive and is likely to become more competitive as dining habits and discretionary income change. Your Hooters Restaurant will compete with a variety of fast food and quick service restaurants, casual full-service restaurants, and other food service business (including both local businesses and local, regional, and national chains, some of which have more locations or longer operating histories than Hooters Restaurants) offering similar food and beverage products for on-premises consumption, delivery and take-out. These competitors include but are not limited to companies like Tilted Kilt®, Twin Peaks®, Muggs®, Buffalo Wild Wings® and WingStop® brand restaurants. Additional market development, including development by franchised and non-franchised competitors, should be expected.

The restaurant business is highly competitive with respect to concept, price, location, food quality, and service. The restaurant business is often affected by economic and real estate conditions, consumer tastes, population changes, the cost and availability of products and qualified labor, and traffic patterns.

Regulatory Matters

The restaurant, alcoholic beverage, and food preparation industry are heavily regulated. Many laws that apply to business generally have applicability to restaurants, especially restaurants that offer bar service. These laws include federal, state, and local statutes and regulations that govern health permits, inspections, and approvals by state, county, or municipal health departments, and other bodies that regulate food and liquor service.

Various federal, state and local agencies and jurisdictions have enacted laws, rules, regulations and ordinances that may apply to the operation of your Hooters Restaurant, including (without limitation) those that (a) regulate zoning and land use; (b) establish general standards, specifications and requirements for the construction, design and maintenance of the Hooters Restaurant premises; (c) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements for Hooters Restaurants; employee practices concerning wage and hours, employee rights, the storage, handling, cooking and preparation of food; restrictions on smoking; and availability of and requirements for public accommodations, including restrooms; (d) set standards pertaining to employee health and safety; (e) set standards and requirements for fire safety and general emergency preparedness; (f) control the operation of delivery vehicles; (g) regulate the proper use, storage and disposal of waste, grease, and other hazardous materials; (h) nutrition labeling laws governing display of nutritional information and limiting the use of trans-fats in preparation of food prepared or served on-premises as well as laws and regulations limiting types of single use plastics; (i) extended producer responsibility acts governing single use packaging; (j) customer, employee and others and financial and personal data privacy protection; (k) anti-texting, anti-spam, unsolicited email marketing and similar laws, rules and regulations; and (l) extend producer liability regarding the production of certain types of packaging and paper products. The U.S. federal government and the governments of some states are enacting laws that may significantly increase the costs of doing business and discourage commerce generally.

You will offer a full bar. State laws may require you to apply for and obtain a liquor license before you can offer or sell alcoholic beverages. If required, you must have a liquor license before you open your Hooters Restaurant. The difficulty and cost of obtaining a liquor license, and the procedures for securing the license, vary greatly from jurisdiction to jurisdiction. There are also wide variations in laws that govern the sale of alcoholic beverages. In addition, state “dram shop” laws give rise to potential liability for injuries that are directly or indirectly related to the sale and consumption of alcohol.

Hooters Girls will be the customer facing persons of your Hooters Restaurant, including servers and bartenders in your Restaurant, and in many cases the greeters and to go order workers as well. Managers and “back of the house” personnel do not need to be and are usually not Hooters Girls. Hooters Girls must meet our appearance and uniform guidelines to portray the female Hooters Girl image/character. In the past, certain litigants and the Equal Employment Opportunity Commission alleged that the requirements for Hooters Girls constituted gender discrimination that violated certain laws related to employment discrimination, including Title VII of the Civil Rights Act of 1964, as amended. We denied those claims, arguing that the use of the Hooters Girls meets a bono fide occupational qualification (“**BFOQ**”). You may face risk of similar litigation or enforcement proceedings challenging the BFOQ of the Hooters Girls.

The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and state and local health departments administer and enforce laws that govern restaurant sanitation, and food preparation and service. State and local agencies inspect restaurants to ensure that restaurant operators comply with these laws.

The federal Clean Air Act and various state laws impose air quality standards. These standards include limits on emissions of ozone, carbon monoxide, and other gases, and particulate matter, including emissions from commercial food preparation. Some state and local governments have also adopted, or are considering, laws that regulate indoor air quality, including laws that ban the smoking of tobacco products in public places like restaurants.

Your Hooters Restaurant must meet applicable building codes and handicap access codes. The Americans with Disabilities Act will apply to your Site, and to certain aspects of your social media. The Telephone Consumer Protection Act and similar laws will govern how you can engage in solicited and unsolicited email and text marketing.

We do not assume any responsibility for advising you on these regulatory or legal matters. We strongly recommend that you retain your own legal counsel to assist you with understanding and complying with applicable laws, rules, ordinances and regulations before you decide to purchase a Hooters® Restaurant. Compliance with these laws and regulations, as they may be amended from time to time, can increase your operational costs.

ITEM 2

BUSINESS EXPERIENCE

The following persons are either employees or contractors that are working for Brand Management, who will fulfil our obligations to franchisees.

President of Brand Management: Sal Melilli

Sal has been the President of Brand Management since October 2025. He was the President and Chief Executive Officer for Predecessor and a manager of certain of Predecessor's affiliates' subsidiaries from September 2020 to October 2025 in Atlanta, Georgia. Sal also served as Hooters of America, LLC's Chief Executive Officer from September 2020 to October 2025. Sal serves in his present capacities in Atlanta, Georgia.

Chief Executive Officer of Brand Management: Neil Kiefer

Neil has been the Chief Executive Officer of Brand Management since October 2025. From May 1992 to the present, Neil has served as the Chairman and Chief Executive Officer of HMC Hospitality Group Inc. in Clearwater, Florida. Neil serves in his present capacities in Clearwater, Florida.

Chief Marketing Officer of Brand Management: Denise Williams

Denise has been the Chief Marketing Officer of Brand Management since October 2025. Denise has been the Chief Marketing Officer for Hooters Management Corporation since 1985 in Clearwater, Florida. Denise is based in Clearwater, Florida.

Chief Strategy and Development Officer of Brand Management: Bill Moore

Bill has been the Chief Strategy and Development Officer of Brand Management since October 2025. Bill is currently the Chief Strategy and Development Officer for HMC Hospitality Group Inc. in Clearwater, Florida and he has held this position since September 2022. From March 2020 to September 2022, Bill was the Chief Operations Officer for HMC Hospitality Group, Inc. Bill is based in Clearwater, Florida.

Chief Financial Officer of Brand Management: Nathan Weatherilt

Nathan has been the Chief Financial Officer of Brand Management since October 2025. Nathan is currently the Chief Financial Officer of HMC Hospitality Group Inc. and he has held this position since April 2012. Nathan is based in Clearwater, Florida.

Senior Director of Franchise Relations of Brand Management: Jim Marr

Jim has been the Senior Director of Franchise Relations of Brand Management since October 2025. Before this, Jim was the Senior Franchise Business Director of Hooters of America, from January 2015 to October 2025. Jim is based in Readfield, Maine.

Director of Learning and Development of Brand Management: Becky Moore

Becky has been the Director of Learning and Development of Brand Management since October 2025. Before this, Becky held many roles with Hooters of America, LLC, including Director of Learning and Development from April 2022 to October 2025, Senior Learning and Development Manager from October 2021 to April 2022, and L&D Program Manager from October 2020 to October 2021. Becky is based in Cocoa, Florida.

ITEM 3

LITIGATION

FRANCHISOR LITIGATION

We have no pending or concluded litigation.

PREDECESSOR AND AFFILIATE LITIGATION

HOA Franchising, LLC and HI Limited Partnership HOA IP GP, LLC v. MS Foods, LLC and Mahmood ("Mike") Saifie, Civil Action No. 1:23-cv-04096-ELR, United States District Court for the Northern District of Georgia, filed September 12, 2023.

Predecessor filed this lawsuit against its former franchisee MS Foods, LLC and its owner and guarantor, Mahmood Saifie ("Saifie"), bringing claims for breach of contract, breach of guaranty, trademark infringement, unfair competition, preliminary and permanent injunctive relief, and attorneys' fees, after the defendants continued to operate their Hooters restaurant following Predecessor's termination of the franchise agreement. The lawsuit, among other things, sought to enforce defendants' post-termination obligations including non-competition obligations and recovery of damages in the amount of about $500,000. On November 22, 2023, the court entered default as to the defendants. Also on November 22, 2023, the defendants moved to open the default, which the court granted as to defendant Saifie on April 22, 2024, ordering him to answer the complaint by May 22, 2024. On December 20, 2023, the court entered a preliminary injunction enforcing the non-compete in the defendants' territory and requiring the defendants to cease use and display of Predecessor's trademarks, among other things. On April 3, 2025, Predecessor

filed a Suggestion of Bankruptcy with the Court. On April 4, 2025, the Court acknowledged the automatic stay in effect under 11 U.S.C. § 362 and administratively closed the case.

Owl's Eyes of Asheville, LLC, Owl's Eyes of Kitty Hawk, LLC, Owl's Eyes of Ocala, LLC, and Owl's Eyes of Gainesville, LLC v. Hooters of America, LLC, Civil Action Number 11-1-8857-34, Superior Court of Cobb County, Georgia, filed September 14, 2011.

Owl's Eyes, Inc. ("**Owl's Eyes**") was a Hooters franchisee. Owl's Eyes of Asheville, LLC, Owl's Eyes of Kitty Hawk, LLC, Owl's Eyes of Ocala, LLC, and Owl's Eyes of Gainesville, LLC (**"Owl's Eyes Plaintiffs**") claimed that they were affiliates of Owl's Eyes, and that they operated four of Owl's Eyes' restaurants. Owl's Eyes' franchise agreement was terminated as a result of Owl's Eyes' multiple material defaults. The Owl's Eyes Plaintiffs alleged that Predecessor: (i) wrongfully terminated the franchise agreement as to the four restaurants; (ii) did not provide the Plaintiffs with notice of Owl's Eyes' defaults and an opportunity to cure; (iii) did not properly account for the payment of continuing royalty fees and other amounts owed; and (iv) breached the implied covenant of good faith and fair dealing. The Owl's Eyes Plaintiffs sought $8.4 million in damages. In February 2018, the parties reached a settlement whereby Predecessor denied all liability and paid Owl's Eyes' a total of $190,000 to avoid the costs and uncertainty of trial. This case was dismissed on March 7, 2018.

Other than as listed above, no litigation must be disclosed in this Item.

ITEM 4

BANKRUPTCY

In re Hooters of America, LLC et al., Case No. 25-80078 (SWE).

On March 31, 2025, Predecessor and its affiliates filed the following voluntary chapter 11 bankruptcy petitions in the U.S. Bankruptcy Court for the Northern District of Texas (Dallas Division: Hooters of America, LLC, Case No. 25-80078; Owl Holdings, LLC, Case No. 25-80079; Hawk Parent, LLC, Case No. 25-80080; HOA Holdings, LLC, Case No. 25-80081; Night Owl, LLC, Case No. 25-80082; Owl Wings, LLC, Case No. 25-80083; Owl Restaurant Holdings, LLC, Case No. 25-80084; HOA Restaurant Group, LLC, Case No. 25-80085; Derby Wings Holdings, LLC, Case No. 25-80086; Derby Wings, LLC, Case No. 25-80087; HOA Gift Cards, LLC, Case No. 25-80088; Elf Owl Investments, LLC, Case No. 25-80089; TW Lonestar Wings, LLC, Case No. 25-80090; Alamo Wings, LLC, Case No. 25-80091; HOA Holdco, LLC, Case No. 25-80092; HOA Systems, LLC, Case No. 25-80093; HOA Funding, LLC, Case No. 25-80094; HOA Restaurant Holder, LLC, Case No. 25-80095; HOOTS Restaurant Holder, LLC, Case No. 25-80096; HOA IP GP, LLC, Case No. 25-80097; HOOTS Franchising, LLC, Case No. 25-80098; HOA Franchising, LLC, Case No. 25-80099; HOA Maryland Restaurant Holder, LLC, Case No. 25-80100; HOA Kansas Restaurant Holder, LLC, Case No. 25-80101; TW Restaurant Holder, LLC, Case No. 25-80102; DW Restaurant Holder, LLC, Case No. 25-80103; HI Limited Partnership, Case No. 25-80104; HOA Towson, LLC, Case No. 25-80105; HOA Waldorf, LLC, Case No. 25-80106; and HOA Laurel, LLC, Case No. 25-80107. On April 2, 2025, the court entered an order for the joint administration of the cases filed by Predecessor and its affiliates. Sal Melilli was an officer with Predecessor and its affiliates at the time of filing. Predecessor and its affiliates have their principal business address at 1815 The Exchange SE, Atlanta, Georgia 30339.The debtors entered into a restructuring support agreement (the "Plan") that, among other things, contemplated (a) the sale of some Hooters® restaurants owned by Predecessor's affiliates in the United States to Hoot Owl and Hooters, Inc., (b) the closure of the remaining Hooters® restaurants owned by Predecessor's affiliates in the United States, (c) management of the

Hooters® brand by Brand Management in accordance with the terms of the Brand Management Agreement, and (d) full discharge of the debtors' debts. On October 30, 2025, the Plan was approved. On October 31, 2025, the Plan became effective and Hooters exited bankruptcy.

Other than as listed above, no bankruptcy information must be disclosed in this Item.

ITEM 5

INITIAL FEES

Individual Hooters Restaurant – Franchise Agreement

Initial Franchise Fee

When you sign the Franchise Agreement, you must pay us an "**Initial Franchise Fee**" which is fully earned and non-refundable when paid. For each individual Hooters Restaurant the Initial Franchise Fee is $50,000. You must pay the entire Initial Franchise Fee for each Hooters Restaurant in a lump sum when you sign the Franchise Agreement. This Initial Franchise Fee is uniform for all franchisees.

Initial Training Expenses

We pay all compensation for the Opening Training Coordinators for a maximum of 14 days (including travel days) and you must reimburse us for the costs of their expenses, including travel expenses, airfare, per diems, visa and entry fees (if applicable), transportation, baggage, and lodging (the "**Initial Training Expenses**"). The Initial Training Expenses currently are about $35,000 for domestic training and are due within 30 days after your Opening Date. The Initial Training Expenses are not refundable.

Multiple Hooters Restaurants – Development Agreement

If you sign a Development Agreement for two or more Hooters Restaurants, you must pay us a lump sum "**Development Fee**" of 100% of the Initial Franchise Fee for the first restaurant to be developed and 50% of the Initial Franchise Fee for each additional restaurant to be developed under the Development Agreement. The Development Fee is calculated in the same manner for all franchisees entering into Development Agreements under this offering, but the actual dollar amount paid will vary depending on the number of Hooters Restaurants you agree to develop. The Development Fee is considered fully earned and non-refundable when paid.

When you sign the Franchise Agreement for the first Restaurant to be developed, we will credit $50,000 of your Development Fee to satisfy the $50,000 Initial Franchise Fee due under the Franchise Agreement. When you sign each additional Franchise Agreement under the Development Agreement, you will sign the then-current form of franchise agreement. We will apply a portion of the Development Fee paid to the Initial Franchise Fee due under the Franchise Agreement. At the time you sign the Franchise Agreement, you must pay us the remaining balance of the Initial Franchise Fee.

Military Veteran Incentive Program

We offer qualified honorably discharged members of our military a 10% discount on the Initial Franchise Fee for your first Hooters Restaurant.

Required Purchases

Before you open your Restaurant, you must purchase an opening inventory of Restaurant Items and retail merchandise, some of which must be purchased from us or our affiliates. Currently, you must purchase an opening inventory of Hooters® Hot Sauce and Hooters® Pillar of Seasoning Salt from our affiliate, and the costs for such opening inventory ranges from $100 to $250.

Other Fee Information

Except as described in this Item 5, there are no other fees that must be paid or purchases that must be made from us or our affiliates before you begin operating your Hooters Restaurant.

ITEM 6

OTHER FEES

Type of Fee (Note 1)	Amount	Due Date	Remarks
Continuing Royalty Fee (Note 2)	6% of Gross Sales	10th day after the last day of each 4-week period	We may change when the Continuing Royalty Fee may be due upon notice to you
National Ad Fund Fee (Notes 2 and 3)	Currently 2.0% of Gross Sales Up to 4.0% of Gross Sales	With the Continuing Royalty Fee	We may change when the National Ad Fund Fee may be due upon notice to you
Local Advertising Cooperative ("**LAC**") Contribution (Notes 2 and 5)	None currently	As incurred	We have the right to establish a cooperative within your marketing area. If established, we may, on 90 days' notice, require that some or all of your Local Advertising Expenditure be contributed instead to the LAC. If established, the LAC Contribution may not exceed 3% of Gross Sales (except a vote of the majority of the LAC's participants may increase the LAC Contribution to be greater than 3% of Gross Sales).
Training Expense (Note 6)	Will vary under the circumstances	As incurred, within 5 days of our invoice	You must reimburse us for Training Expenses.
Interim Operation of Restaurant (Temporary Management) (Note 7)	10% of Gross Sales during the period in which we manage your Restaurant	On receipt of invoice	

Type of Fee (Note 1)	Amount	Due Date	Remarks
Evaluating New Suppliers/Products	Cost of inspection, if applicable, and cost of test	On receipt of invoice	We have the right to evaluate prospective suppliers you recommend and to sample their goods. We may require you to pay the cost of inspection and testing for this service.
Transfer Application Fee	$2,500	On your application to transfer	
Transfer Fee	For transfer of the franchise or a controlling interest: the greater of $25,000 or 25% of the then-current Initial Franchise Fee of an individual Hooters Restaurant. For transfers of non-controlling interest or to an entity you control: $2,500.	When you request our approval of the transfer.	You must pay a transfer fee if you transfer the franchise or a controlling interest in it. We consider a controlling interest to be any interest of 25% or greater in you, your Hooters Restaurant (or all or substantially all of its assets), the Franchise Agreement, or any interest or rights granted under the Franchise Agreement.
Renewal Fee	The greater of $25,000 or 25% of the then-current Initial Franchise Fee.	When you send us your Successor Franchise Notice	The initial term of the Franchise Agreement is 10 years. You may renew for two additional 10-year terms.
Liquidated Damages (Note 8)	Will vary under the circumstances.	On demand	See Note 8.
Audit Costs (Note 9)	Will vary under the circumstances.	On receipt of invoice	Includes all costs related to an audit if there is an understatement of 2% or more.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Late Fee	$100 per day after due date	As incurred	For past due amounts, this fee is in addition to any interest or other remedies or damages. Payment of late fees is not a waiver of breach. You also must pay this fee for each day that any records, reports, documents, data, certificates, and other information that we require remains outstanding after the due date.
Interest	Lesser of 18% per annum or the maximum rate allowed by law	On demand	Payable on all overdue amounts. Interest begins from the date of non-payment or underpayment
Costs and Attorneys' Fees	Will vary under the circumstances	As incurred	Payable if we are the prevailing party in a legal proceeding, or if we incur costs due to your breach of the Franchise Agreement (even if no formal legal proceeding is initiated).
Collection Costs	Will vary under the circumstances	On demand	Includes attorneys' fees and costs. These costs may vary greatly depending on the particular circumstances of the collection action.
De-Identification Costs	Will vary under the circumstances	Within 10 days of our demand for reimbursement	You must reimburse us for our actual costs incurred in inspecting and de-identifying your Hooters Restaurant after the expiration or termination of the initial term and any renewal term if you fail to deliver photographic evidence to us of your satisfactory de-identification of the Hooters Restaurant within 10 days of expiration or termination. These are in addition to liquidated damages.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Reimbursement for Taxes	Will vary under the circumstances	Within 10 days of our demand for reimbursement	If any taxing authority imposes on us any "franchise" or other tax that is based on the gross sales, gross revenues, business activities, or operation of your Hooters Restaurant, except for our federal or state income taxes, you must reimburse us for the taxes and related expenses imposed on or paid by us, unless the tax is credited against income tax otherwise payable by us.
Indemnification	Will vary under the circumstances	As incurred	You must reimburse us if we incur costs or are held liable for damages or other relief related to your Hooters Restaurant.
Injunctive Relief	Will vary under the circumstances	On receipt of invoice	You must pay us for all damages, costs, and expenses, including reasonable attorneys' fees, we incur in obtaining injunctive or other relief for enforcing your compliance with the Franchise Agreement.
Training Non-Compliance Fees	Varies in the amount of the cost of or fee for the training program multiplied by two. This amount doubles for each successive violation.	On receipt of invoice	If you fail to or refuse to attend any required meetings or training, you must pay us this fee. If you fail to attend more than one required meeting or required training program (or more than 5 per calendar year of our bi-weekly Training), the Training Non-Compliance Fee will double each time you or your designee (subject to our approval) fail(s) to attend a required meeting or training meeting.

Type of Fee (Note 1)	Amount	Due Date	Remarks
System Standards Violations Fees	$100 per day, accrues daily, plus $1,000 for any month that you are in violation, doubling each successive month	On receipt of invoice	Accrued daily and monthly, as applicable, for each day and month, as applicable, you are in breach of our System Standards. This fee is in addition to and not in place of all our other remedies and damages. Doubles for each subsequent System Standard Violation.
Other fees by amendment to the Franchise Agreement	Varies. As voted on by franchisees	As incurred, as voted on by franchisees.	If we propose a change or amendment to all Franchise Agreements, we can automatically amend all Franchise Agreements to implement that amendment if 65% of existing Hooters restaurants vote (one vote per restaurant) in favor of that amendment.
Required Products	Varies	On receipt of invoice	You may be required to purchase certain goods and services from us or our affiliates to operate your Restaurant. Currently, you must purchase certain Restaurant Items and retail merchandise from our affiliate, including the Hooters® Wing Sauce, Hooters® Wing Breading, Hooters® Hot Sauce, and Hooters® Pillar of Seasoning Salt. The exact goods you will be require or recommended to purchase from us and our affiliates, and the related costs, will vary. We and our affiliates may increase the costs from time to time, but will not exceed 20% than the cost to produce or acquire such product by us or our affiliate.

Explanatory Notes:

1. Unless we specifically note otherwise: (i) all fees are payable to us; (ii) we impose and collect all fees; and (iii) all fees are non-refundable. In some cases, we might negotiate some

of the fees that some franchisees will pay, such as franchisees agreeing to develop multiple Hooters Restaurants or acquiring existing Hooters Restaurants. Renewing franchisees may pay different fees based on the terms of their existing franchise agreement. Otherwise, except as specifically described in this Item, all fees are uniform.

2. "**Gross Sales**" include all revenue related to the sale of products and performance of services in, at, about, through, or from the Franchised Business, whether for cash or credit, and regardless of collection in the case of credit, and income of every kind and nature related to the Franchised Business, including, without limitation, insurance proceeds and condemnation awards for loss of sales, profits, or business; and further including, without limitation, amounts from vending machines, slot machines or gambling devices (if we permit in writing), any coin-operated machines for vending merchandise to customers, entertainment devices for the playing of electronic or manual games, pool tables, juke boxes, ATM fees, sports betting, or in-store advertising of sports betting, beer and wine sales, redemption of Hooters issued gift cards, sale of gift cards you issue outside of the Hooters gift card program, merchandise, delivery, catering, and any off-premises consumption; provided, however, that "Gross Sales" will not include: (i) revenues from sales taxes or other add-on taxes that you collect from guests and actually transmit to the appropriate taxing authority; and (ii) tips guests give and that are charged to the guests' credit or debit cards. Service fees and commissions to the Third-Party Delivery Providers are not excluded from Gross Sales (such as DoorDash or Uber Eats).

3. We reserve the right to increase the National Ad Fund Fee on 90 days written notice to you; however, we cannot increase the National Ad Fund Fee by more than 1.0% in any consecutive 12-month period. The National Ad Fund Fee that you pay during the initial term of your Franchise Agreement (if any) will not exceed 4.0% of your Gross Sales.

Your obligation to pay the Continuing Royalty Fee, and the National Ad Fund Feeis not altered by the occurrence of any casualty or event that would cause a temporary closing of your Hooters Restaurant. If a casualty or event occurs, all fees you must pay to us for each 4-week accounting period in which your Hooters Restaurant is closed will be the average of all these fees you owed to us during the immediately preceding (13) 4-week accounting periods, or any lesser period as your Hooters Restaurant has been open if your Hooters Restaurant has been open fewer than (13) 4-week accounting periods.

4. You must spend and provide us receipts showing the percentage of the Gross Sales of your Hooters Restaurant spent on local advertising and promotion as we periodically designate (the "**Minimum Local Advertising Expenditure**"), which we may adjust periodically; however, during the term of you Franchise Agreement, we cannot require you to spend more than 5.5% of your annual Gross Sales towards advertising through your combined National Ad Fund Fees, Minimum Local Advertising Expenditure and LAC Contribution, if applicable. During the term of your Franchise Agreement, we may, in our sole judgment, designate which expenditures will, or will not, count toward your required Minimum Local Advertising Expenditure. For example, amounts spent on advertising media (such as television, radio, newspaper, magazines and outdoor advertising), point-of-sale advertising materials and programs (such as in-restaurant graphics but excluding permanent signage), point-of-purchase materials (excluding packaging), brochures, catalogs and mails are qualifying expenditures. Non-qualifying expenditures include basic satellite and/or cable television subscriptions, music subscriptions, any form of video entertainment services, and salary and other compensation expenses associated with your (or your affiliate's) employees. Any promotional offer, fulfillment, coupon redemption, whether in the form of free food or price reduction, or any other discount of any kind, does not qualify toward your Minimum Local Advertising Expenditure. If you fail to provide receipts for qualified expenditures within 6 months of the end of the previous calendar year, then you must pay to us,

and we will collect from you, the shortfall, which will be deposited into the National Ad Fund. Failing to meet the Minimum Local Advertising Expenditure in any year is a breach of the Franchise Agreement, regardless of whether you pay us the shortfall.

5. We currently do not have any LACs and as a result, we have no LACs over which any company-owned Hooters Restaurants control the voting power. If we designate a LAC, we can, on 90 days' notice, require that some or all of your Minimum Local Advertising Expenditure be contributed instead to the LAC. We expect that if a LAC is formed, it will be operated by LAC members or a hired advertising agency. We have the right to require the LAC to be formed, changed, or dissolved. We will permit you access to the payment and expenditure records of any LAC to which you contribute. Our or our affiliates' Restaurants, if any, will participate on an equal basis, and will contribute on an equal basis. If there are more of our or our affiliates' Restaurants than franchised Restaurants in any LAC, we or our affiliates will have controlling voting power in that LAC. If this occurs, the LAC contributions will not exceed 5.5% of Gross Sales. We do not have a defined area for the LAC. The size of the defined area of any LAC may vary based on industry standards for the media selected.

6. Except as otherwise mentioned in Item 11 and in the Franchise Agreement, you must pay us our trainers' expenses. These expenses include travel expenses, business VISAs (where required), per diem, and lodging expenses. Currently, we calculate reimbursement based on the following assumptions: travel within 250 miles of a Hooters Restaurant is by automobile, and drivers are paid the prevailing rate established by U.S. tax guidelines; travel farther than 250 miles is by commercial airline with tickets at the class level we choose, subject to availability (we book the air travel); and Per Diem is currently up to $60.00 (or equivalent) per day, and is based on location, unless we approve some other amount in advance. We choose the lodging based on proximity, availability, safety, cleanliness, and location in a business class or better. We may change the rates shown above at our sole discretion, on notice to you. We will provide you with invoices for amounts you owe us. We may require you to pre-pay all or a portion of the amounts we expect to incur. You must pay all amounts so that we receive the payment by the end of 30 days after we send you the final invoice.

7. If you die or are disabled, or if the principal owner of a franchisee that is a business entity dies or is disabled, and your Hooters Restaurant is not being managed by a manager who has successfully completed our training, we have the right to appoint a manager on your behalf for the Restaurant until an assignee we approve assumes management and operation of the Hooters Restaurant. While the Hooters Restaurant is managed by that manager acting on your behalf, you must pay us or our designee, in addition to all other amounts due, a fee of 10% of Gross Sales, in addition to costs (including travel and living expenses of the temporary manager, and any direct expenses) of managing the Hooters Restaurant on your behalf during the time. In addition to management expenses, we have the right to charge the account the full amount of the direct expenses we or our designee incurs in managing the Hooters Restaurant on your behalf.

8. If we or you terminate the Franchise Agreement before the term expires, you must pay us Liquidated Damages (as calculated below), in addition to any actual damages, unpaid fees, attorneys' fees, enforcement costs or other damages to date.

Liquidated Damages will be based on the average Gross Sales per 4-week accounting period (based on the last twenty-six 4-week accounting periods during which you were open and operating, or any lesser number of accounting periods if you were not open and operating for at least twenty-six 4-week accounting periods) (the "Average Gross Sales"). The Average Gross Sales will be multiplied by the number of 4-week accounting periods, plus any partial 4-week accounting period, remaining in the Initial Term, not to exceed twenty-six 4-week accounting

periods(the “Damages Period”). The resulting amount will then be multiplied by the sum of the Continuing Royalty Fee rate and National Ad Fund Fee rate that you would have paid during the Damages Period. This result will be the amount of Liquidated Damages you will pay us.

Notwithstanding the forgoing, if you were not open and operating for at least one 4-week accounting period, then the Liquidated Damages will be the average amount per location of Continuing Royalty Fees and National Ad Fund Fees payable by our franchisees in the United States generally for the twenty-six 4-week accounting periods before the effective date of termination of this Agreement. If applicable law does not permit us to collect Liquidated Damages, we will be entitled to collect actual and consequential damages, including attorneys’ fees and costs, resulting from your default and our early termination of the Franchise Agreement.

ITEM 7

YOUR ESTIMATED INITIAL INVESTMENT

ESTIMATED INITIAL INVESTMENT

Individual Restaurant – Franchise Agreement (Conversion & New Construction)

Type of Expenditure (Note 1)	Amount				Method of Payment	When Due	To Whom Payment is Made
	Conversion		New Construction				
	Low	High	Low	High			
Initial Franchise Fee	$50,000	$50,000	$50,000	$50,000	Lump sum	On signing Franchise Agreement	Us
Liquor License (Note 2)	$300	$10,000	$300	$10,000	As Arranged	Before Opening	Governmental Authority
Leasehold Improvement, Architect, and Other Site-Related Fees (Excludes land purchase costs)(Note 3)	$525,000	$1,750,000	$1,840,000	$3,225,000	As Arranged	Before Opening	Building Contractors, Suppliers, Tradesmen
Equipment, Furniture, Fixtures, Supplies, Signage, and Technology Systems (Note 4)	$455,000	$665,000	$630,000	$865,000	As Arranged	Before Opening	Suppliers
Initial Inventory (Note 5)	$25,000	$95,000	$25,000	$95,000	As Arranged	Before Opening	Us and Suppliers
Initial Labor and Training (Note 6)	$95,000	$162,000	$95,000	$162,000	As incurred	During Training	Us, Employees, and Other Third Party Suppliers
Grand Opening Expenses (Note 7)	$10,000	$50,000	$10,000	$50,000	As Incurred	Before Opening	Suppliers
Insurance (Note 8)	$45,000	$80,000	$45,000	$80,000	As Arranged	Before Opening	Third Party Insurers
Professional Fees, Licenses, Deposits, and	$8,000	$25,000	$8,000	$25,000	As Incurred	As Incurred	Your Attorneys, Accountants,

Type of Expenditure (Note 1)	Amount				Method of Payment	When Due	To Whom Payment is Made
	Conversion		New Construction				
	Low	High	Low	High			
Other Prepaid Expenses (Note 9)							Third-Party Site Evaluation (if we require), Landlord, Utilities
Additional Funds – 3 months (Note 10)	$40,000	$135,000	$40,000	$135,000	As Incurred	As Incurred	Suppliers, Employees, Tradesmen
Estimated Total (Excludes land purchase costs) (Note 11)	**$1,253,300**	**$3,022,000**	**$2,743,300**	**$4,697,000**			

Explanatory Notes:

1. All fees paid to us or our affiliates described in this Item 7 are non-refundable. Fees paid to other parties are not refundable unless otherwise noted below. You should review this information, including the footnotes, and carefully conduct your own investigation and seek the help of qualified advisors before making any decision about an initial investment in a Hooters Restaurant.

2. The costs associated with obtaining your liquor license may vary significantly depending on factors like location, availability of liquor licenses, the ability to transfer or assign a license, and the market value of liquor licenses. You may need to retain legal counsel specialized in obtaining and maintaining liquor licenses.

3. The costs to construct your Hooters Restaurant (including your building contractor services), whether as a new freestanding building or as a conversion of an existing freestanding building, will vary depending on the condition of the takeover location, local building and zoning laws, local construction and labor (union or non-union) costs, and the amount of any landlord contribution. The figures shown in the chart include (i) estimated costs of construction using an architect or engineer we approve to prepare site layout plans and specifications that conform to our requirements, and (ii) site improvement costs and the costs to build a building, but they do not include amounts to purchase land. If land is purchased its costs vary due to a variety of factors, including region, state, population density, and proximity to other retail/restaurants. This estimate is based on the cost of adapting or building a typical facility of about 5,000 to 7,500 square feet. This estimate will be affected by various factors like the location of your Hooters Restaurant, local market conditions, condition of the building, engineering, architectural and acoustical requirements, federal, local or state codes, laws, or ordinances, as well as climate and weather issues impacting your building itself and building efforts. The estimates do not include pre-opening date rent and lease deposits that, in our experience, typically are not charged by landlords of our locations. In addition, the estimates assume that the landlord will provide connections to adequate electrical, gas, water, and sewage service. Your actual costs may or may not include site preparation and finish-out costs, depending on the arrangements you negotiate with your landlord. If your landlord contributes to the cost of finish-out, then the total leasehold improvement costs could be reduced. These costs are our best estimate based on commercial leasing and build-out rates that our affiliates have experienced with company-owned Hooters Restaurants. These estimates may vary substantially based on your ability to negotiate with your landlord and your financial creditworthiness, as well as on local commercial leasing and

labor rates and other local conditions. If you open a Hooters Restaurant that has more square footage than our prototype plans, you should expect these costs to increase.

4. These amounts include the cost of equipment, furniture, fixtures, signage, and supplies, you will need to operate your Hooters Restaurant. This estimate also includes the cost of the Technology System, which may include your point-of-sale system ("**POS System**"), bookkeeping, inventory control and other business management functions, back office computer hardware, and other software and applications. The cost of furniture and fixtures will depend on the size, configuration, and location of your Hooters Restaurant. If you open a Hooters Restaurant that has more square footage than the ranges stated in Note 3, above, then you should expect to pay more. The high end of the range assumes that all items in this category were purchased as new items rather than used or refurbished items.

5. You must stock your Hooters Restaurant with an opening inventory of food and beverages. The cost of your initial inventory will depend on the size of your Hooters Restaurant, the type of products you purchase, whether your Hooters Restaurant is first open during a busy season or a slow season, and other similar variables. These amounts may vary according to your sales volume during your opening period. We will help you plan your initial inventory. See Item 5 for additional information regarding amounts owed to us or our affiliates.

6. This amount includes compensation expenses and other expenses you (or, if you are an entity, at least one of your Owners) and your General Manager incur in attending our Initial Training Program. This includes, among other costs, the $35,000 in Initial Training Expenses described in Item 5 of this Disclosure Document. These expenses also include transportation, lodging, meals, and wages of your attendees. Your costs may vary. Length of training also may vary.

7. Within 30 days of opening (but not later than 30 days after your Opening Date), you must conduct a grand opening promotion for your Hooters Restaurant that complies with our written specifications. In our experience, you will spend the amount shown in the chart on television, radio, print, or billboard advertising for the opening of the Hooters Restaurant. We must approve all advertising you use related to your Hooters Restaurant before you publish it.

8. The types and minimum amounts of insurance coverage that we currently require are described in Item 8 of this Disclosure Document but are subject to change. The cost of your insurance coverage will depend on the insurance carrier's charges, the terms of payment, and your insurance claims history. You also must carry workers' compensation insurance and any other insurance required by your landlord and applicable law and the estimate provided includes workers' compensation insurance. This cost may increase in the future if we exercise our right to require you to obtain insurance with higher policy limits. The amount shown in the chart is the estimated annual premiums for the insurance described in Item 8.

9. You will need professional services to open and begin operating your Hooters Restaurant. These costs include accountant and attorneys' fees, third-party site evaluation services, business licenses, deposits for utilities, deposits for real property leases (if any), prepaid expenses, and other miscellaneous costs you will incur in opening your Hooters Restaurant. The range provided is our best estimate of these costs based on our affiliates' experience in obtaining these professional services.

10. These are estimates of the funds you may need to cover expenses you will incur before your Hooters Restaurant opens and in its first 3 months of operation. Examples of these costs include payroll costs (but no draw or salary for the owners of the franchise unless they are

acting in the capacity of a General Manager), benefits, Continuing Royalty Fees, National Ad Fund Fees, additional advertising expenses, additional inventory, miscellaneous supplies and equipment, rent, software license and subscription fees, ongoing technology for the OLO online ordering systems, baseline technology, infrastructure configuration system, deposits and other miscellaneous expenses. The variables that affect these figures include the number of employees working, rates of pay, initial sales volume, frequency of reordering supplies, the amount of your utility bills, and similar variables. The amounts shown above are net amounts; they are set off, to some extent, by the revenues your Hooters Restaurant generates. The amounts shown above do not include any estimates for debt service or for your personal cash needs.

11. In compiling these charts, we relied on information provided from our affiliate's company owned Hooters Restaurants and from information we obtained from existing Hooters franchisees. Your actual investment may vary based on factors including the size of your Hooters Restaurant; where you locate your Hooters Restaurant; national, regional, and local economic conditions; the capabilities of your management team; and depend on factors like your experience, management skills and business acumen. You may incur other categories of expenses or expenses in excess of this estimate. Unless otherwise stated above, these estimates are subject to increases based on changes in market conditions, our cost of providing services, and future policy changes. We do not offer direct or indirect financing for any part of your investment. A bank or other lending institution may finance all or part of your investment on terms we cannot estimate.

Multiple Hooters Restaurants – Development Agreement

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Initial Investment for your first Restaurant (including the Initial Franchise Fee stated above)	**$1,253,300**	**$4,697,000**	Varies (See above Table)	Varies (See above Table)	Varies (See above Table)
Initial Franchise Fee for Units 2 and 3 (low range is for 2, high is for 3)	$25,000	$50,000	Lump sum	On signing Development Agreement	Us
Estimated Total	**$1,278,300**	**$4,747,000**			

1. This chart assumes you will develop between 2 and 3 Hooters Restaurants; however, we do not impose a restriction on the maximum number of Hooters Restaurants that you can develop under a Development Agreement. For each Hooters Restaurant that you develop under a Development Agreement, you will sign our then-current form of the Franchise Agreement and incur the initial investment expenses for the development of an individual Hooters Restaurant as described in the previous table in this Item 7. Additionally, we will apply a portion of the Development Fee you paid under the Development Agreement to the Initial Franchise Fee due under the Franchise Agreement. At the time you sign the Franchise Agreement, you must pay us the balance of the then-current Initial Franchise Fee amount.

2. You will incur all of the costs to establish, furnish, stock and get each Hooters Restaurant fully operational.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Your Obligation to Purchase or Lease Items

We and our franchisees have an interest in protecting the quality and integrity of the System, and the goodwill associated with the Marks and Confidential Information. To protect our common interests, we place restrictions on the products, equipment, services, and supplies you purchase; the sources from which you purchase them; and the products and services you offer or sell. We reserve the right to modify these restrictions, sources, suppliers, products, and services as we deem appropriate, in our sole discretion.

We require you to have a Technology System for the operation of your Hooters Restaurant. We will require you to install and use computer hardware and software that we may designate for the Technology System. The Technology System may include your POS System, bookkeeping, inventory control and other business management functions, and any back office computer, and other software and applications. In addition, you must purchase technology support from us or one of our affiliate.

We will require you to subscribe to our online ordering system, currently provided by OLO and managed by us. The OLO system is directly integrated into our POS System for pickup and delivery of customer orders. Currently, the OLO system requires a one-time activation fee (approximately $250 per Restaurant), an estimated monthly subscription fee (approximately $45 per month per restaurant), and order transaction fees (approximately $45 and $110, depending on the number of minimum orders you elect per months, plus another $0.20 - $0.23 per transaction if you exceed the minimum orders in a month). You must pay the then-current fees for OLO. You are also required to participate in OLO Dispatch and Rails for delivery services. You may be required to fund a customer delivery service as defined by our marketing initiatives. You must reimburse the delivery service for pass-thru tips paid by customers.

Our affiliate, CPO Affiliate, owns and operates CPO, which is a supply chain program for Hooters franchisees and company-owned restaurants to participate in obtain certain purchases at lower prices and sustainable store delivered costs. Currently, membership in the CPO is optional, however we may require you to participate in the CPO upon notice during the term of the franchise agreement. A copy of the current form of CPO Membership Agreement is attached to this Disclosure Document as Exhibit C-2. CPO Affiliate will derive revenue or other material consideration from required purchases or leases by franchisees and our affiliates to fund the cost of operating the CPO. Except for the CPO, there are currently no purchasing or distribution cooperatives.

Insurance

You must obtain and maintain, at your own expense, the insurance coverage that we require from time to time and meet the other insurance-related obligations in the Franchise Agreement. The insurance policy or policies must be written by a responsible carrier or carriers acceptable to us. The current specific minimum coverages and limits are described below, and may be changed, or amended by our Manuals.

You must have the following insurance coverages:

- Commercial general liability insurance, including coverage for bodily injury, property damage, products/completed operations liability, contractual liability, broad form property damage, personal injury, advertising injury, fire damage, medical expenses, with limits of not less than of $2,000,000 per occurrence and $4,000,000 in the aggregate (except for fire damage and medical expense coverages, which may have limits of not less than $50,000 for one fire and $5,000 for one person, respectively). This policy must include HOA Newco LLC, HOA Franchise HoldCo, HOA RoyaltyCo, LLC, HOA Systems, LLC, Hooters Brand Management, LLC, HOA Franchising, LLC and us, and our and their subsidiaries, affiliates, directors, officers and employees as additional insureds for their liability arising from services under the Franchise Agreement.

- Commercial automobile liability providing coverage for owned, hired, and non-owned vehicles used in connection with the Restaurant in an amount of not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage. This policy must include HOA Newco LLC, HOA Franchise HoldCo, HOA RoyaltyCo, LLC, HOA Systems, LLC, Hooters Brand Management, LLC, HOA Franchising, LLC and us, and our and their subsidiaries, affiliates, directors, officers and employees as additional insureds for their liability arising from services under the Franchise Agreement.

- Excess liability or umbrella coverage as excess over the primary underlying general liability, liquor liability, employers liability, and automobile liability coverages in an amount of not less than $15,000,000 per occurrence and in the aggregate. In addition to including the general policy provisions as outlined within the Franchise Agreement, the terms of the policy must be at least as broad as the underlying general liability, liquor liability, employers liability and automobile liability policies required herein. This policy must include HOA Newco LLC, HOA Franchise HoldCo, HOA RoyaltyCo, LLC, HOA Systems, LLC, Hooters Brand Management, LLC, HOA Franchising, LLC and us, and our and their subsidiaries, affiliates, directors, officers and employees as additional insureds for their liability arising from services under the Franchise Agreement. All such coverages must be on an occurrence basis.

- Comprehensive crime and blanket employee dishonesty insurance in an amount not less than $1,000,000. Coverage must include loss of money, securities, or other property owned by HOA Newco LLC, HOA Franchise HoldCo, HOA RoyaltyCo, LLC, HOA Systems, LLC, Hooters Brand Management, LLC, HOA Franchising, LLC and us , in your care, custody or control through any fraudulent acts or dishonest acts committed by you or your employees whether acting alone or in collusion with others.

- All-risk property insurance, including theft and flood coverage (when applicable), covering the Franchised Business building, improvements, furniture, fixtures, equipment, and food and beverage products. Coverage must be written in a value that will cover not less than 100% of the replacement cost of the building and 100% of the replacement cost of the contents of the building, with no co-insurance.

- Business interruption insurance of not less than $50,000 per month and must cover at least your obligations with respect to leases, royalties, advertising fund obligations, fixed costs, and other recurring expenses with a limit of not less than 6 months of coverage.

- Workers' compensation/employer's liability insurance, and such other insurance as may be required by Law, including unemployment compensation insurance, disability insurance and other mandatory insurance, in such coverages as the Law may now or later require. Employers Liability in an amount not less than $1,000,000 per accident for bodily injury, $1,000,000 policy limit by disease and $1,000,000 per employee for bodily injury by disease, or as may be legally required, whichever is greater. The policy cannot include an exclusion for any employee, owner, sole proprietor, member or officer.

- Employment practices liability insurance of not less than $1,000,000 per occurrence and aggregate.

- Cyber liability insurance with an insuring agreement for multimedia liability coverage of not less than $1,000,000 per occurrence and aggregate. This policy must include HOA Newco LLC, HOA Franchise HoldCo, HOA RoyaltyCo, LLC, HOA Systems, LLC, Hooters Brand Management, LLC, HOA Franchising, LLC and us, and our and their subsidiaries, affiliates, directors, officers and employees as additional insureds for their liability arising from services under the Franchise Agreement.

- Dram Shop/ Liquor Liability (only required if alcohol beverages are sold or served) of not less than $2,000,000 per occurrence and $4,000,000 in the aggregate. This policy must include HOA Newco LLC, HOA Franchise HoldCo, HOA RoyaltyCo, LLC, HOA Systems, LLC, Hooters Brand Management, LLC, HOA Franchising, LLC and us, and our and their subsidiaries, affiliates, directors, officers and employees as additional insureds for their liability arising from services under the Franchise Agreement.

You must obtain insurance policies written by an insurance company rated A-minus or better, in Class 10 or higher, by A.M. Best Insurance Ratings Service. We have the right to approve these policies. Your insurance costs may not be uniform because insurance premiums differ depending on your location, your insurance company's assessment of the risk of insuring you, the amounts of insurance you need, your insurance history, applicable law in the area where your Hooters Restaurant is located, and general economic conditions.

You are solely responsible for maintaining adequate insurance to cover any liability that may arise from the use of Third-Party Delivery Providers (or other delivery methods) for delivery services from your Hooters Restaurant.

The cost of your insurance coverage will vary depending on the insurance carrier's charges, the terms of payment, and your insurance claim history. You must also carry workers' compensation insurance and any other insurance required by your landlord and applicable law. We may specify an insurance agency or insurer as the designated supplier for this service.

Your obligation to obtain and maintain the policies that we require, in the amounts specified, will not be limited in any way by reason of any insurance we maintain, and your performance of that obligation will not relieve you of your liability under the indemnity provisions in the Franchise Agreement. If you fail to procure or maintain the insurance that we require, we may (but are not obligated to) obtain the required insurance and charge the cost of the insurance to you, plus an administrative fee.

Purchases from Us or our Affiliates

Currently, other than certain Restaurant Items (defined below), distribution services, training services, marketing materials, gift cards, and certain software, you do not have to purchase goods

or services from us, our predecessors or our affiliates relating to the establishment or operation of your Hooters Restaurant. We are not the only supplier of these items, other than the gift cards. We presently require you to purchase the following Restaurant Items from our affiliate, Hooters Foods, Inc: Hooters® Wing Sauce, Hooters® Wing Breading, Hooters® Hot Sauce, and Hooters® Pillar of Seasoning Salt. Except for these Restaurant Items, we do not presently, but we reserve the right to, require you to purchase any Restaurant Items) from us or our affiliates, and we may license, lease, or purchase Restaurant Items from our affiliates or others and license, lease or sell them to you.

Approved Suppliers

We have the right to approve or designate any and all suppliers, which may include us or our affiliates, (collectively, the "**Approved Suppliers**") that provide, sell or lease fixtures, furniture, signage, products, services, inventory, ingredients, equipment, supplies, items, food, or beverages, that are used, offered or sold by Hooters Restaurants ("**Restaurant Items**"). We also have the right to approve or disapprove all Restaurant Items. The suppliers of Restaurant Items must meet our criteria, and we may change, alter, amend, or discontinue the criteria at any time. We may permit you to negotiate your own purchase terms and prices with these Approved Suppliers, or we may negotiate purchase terms on a national, regional, or local account basis, which you must honor. We may require you to enter into agreements with Approved Suppliers on terms we approve. While we may seek to establish supply relationships based on price, other considerations like strategic marketing, strength of supplier, competitive pressures, and the like, may influence our decisions to use and negotiate with those suppliers or to choose their Restaurant Items. We notify you in our Manuals or in other written communications of the names of our Approved Suppliers.

Our Grant and Revocation of Approval of Other Suppliers

We may permit you to purchase Restaurants Items from a supplier that we have not approved, provided these suppliers meet our criteria. Our criteria for approving suppliers may be treated by us as a trade secret and not shared with our franchisees. In other instances, we may share these criteria with you by placing it in the Manual or communicating it directly to you.

If you would like to purchase a Restaurant Item from a supplier that we have not approved, you must: (i) submit a written request to us for our consent to use the supplier; (ii) have the supplier acknowledge in writing that you are an independent entity from us and that we are not liable for debts you incur; and (iii) if the supplier will obtain access to our confidential information, have the supplier sign a confidentiality agreement in a form we approve. We have the right to inspect the proposed supplier's facilities and require the proposed supplier to deliver samples to us, or to an independent laboratory we designate, for testing. You or the supplier must pay us a fee, the amount of which will not exceed our cost of inspection and testing. We also may require that the supplier comply with other reasonable requirements we deem appropriate, including payment of reasonable continuing inspection fees and administrative costs.

We will notify you of our approval or disapproval of the proposed supplier within 45 days after we receive the last item of information we request. If we fail to notify you, the supplier is not approved. We reserve the right, following consent to use a supplier, to revoke our consent if the Approved Supplier fails to continue to meet our then-current criteria. If we revoke our consent, we will notify you by modifying our criteria or by otherwise telling you in writing. Our approval or our revocation of approval of a supplier may be conditioned on requirements relating to product quality, frequency of delivery, standards of service and concentration of purchases with one or more

suppliers to obtain better prices and service and may be temporary, pending our further evaluation of the supplier.

Specifications and Standards

You must purchase certain branded and non-branded Restaurant Items we designate in the Manuals which meet our System Standards, even if we do not specify an Approved Supplier. Our specifications may impose minimum requirements for quality, cost, delivery, performance, design and appearance, delivery capabilities, financing terms, and ability of the supplier to service our franchise system as a whole.

Third-Party Delivery Service Providers

We may in our sole judgment periodically designate third-party delivery service providers (each a "**Third-Party Delivery Provider**") as Approved Suppliers. If you want to use a third-party delivery service provider that we have not yet approved, you must first submit the name of the proposed provider and other sufficient information for us to evaluate whether the provider meets our criteria. We may condition our approval of a third-party delivery service provider on the provider agreeing to provide periodic delivery sales reports directly to us and all other requirements relating to reliability, consistency, standards of service (including prompt attention to complaints) and/or other criteria. You must pay the cost to integrate a New Third-Party Delivery Provider with our systems. We may periodically revoke our approval of any Third-Party Delivery Provider that does not continue to meet our criteria. We may limit the number of Third-Party Delivery Providers with whom you may deal, designate Third-Party Delivery Providers that you must use, and/or refuse any of your requests for any reason, including if we have already designated an exclusive Third-Party Delivery Provider for the System or if we believe that doing so is in the best interests of the System.

Revenue or Other Consideration from Your Required Purchases or Leases

We may require you to purchase or lease products, equipment, services, and supplies from third parties under arrangements that allow us or our affiliates to receive revenue, other consideration, or other material benefit, like rebates, discounts, and allowances, as a result of consideration you or any of our other franchisees pay to the third parties.

We may require you to purchase or lease products, equipment, services, or supplies from us or our affiliates. We or our affiliates: (i) may include a markup in the price of any items we or they sell or lease to you; (ii) may derive profit from the items we or they sell or lease you; and (iii) may receive revenue, other consideration, or other material benefit, like rebates, discounts, and allowances, as a result of consideration you or any of our other franchisees pay us or our affiliates. We and our affiliates did not earn any revenue from required franchise purchases or leases in our prior fiscal year.

We and our affiliates have rebate or other remuneration programs with certain Approved Suppliers. We or our affiliates may negotiate with suppliers, distributors, and manufacturers to receive rebates or other remuneration on certain items and services you must purchase. Our System Standards require you to participate in any rebate, remuneration or other programs we establish. Our rebate or other remuneration programs may vary depending on the supplier and the nature of the product or service. Certain suppliers and manufacturers may pay us a variable rebate or remuneration based on the volume or value of Restaurant Items ordered. Not every supplier will pay rebates or remuneration to us. In return for rebates or remuneration we receive, we assist in managing the relationship between us, our franchisees and suppliers that provide

rebates or remuneration. We may use the rebates, remuneration, fees, and other amounts we and our affiliates receive in our and their sole discretion, which may include depositing the amounts into the National Advertising Fund, using the amounts to support the supply chain program of the Hooters brand, and in any other means or manners we and our affiliates determine.

All of your required purchases, which include items you must purchase from us or any affiliate or Approved Supplier of ours, and items you must purchase in accordance with our specifications, will represent about 90% to 95% of your total purchases in connection with the establishment of your Hooters Restaurant and about 50% to 65% of your total purchases in operating the Restaurant.

Other than certain individuals listed in Item 2 holding an ownership interests in Hooters Foods, neither we nor our officers or managers have any ownership interest in suppliers to our Hooters franchisees.

We and certain of our affiliates received payments from designated and approved suppliers based on franchisee purchases of approved or required items from those suppliers. During the 2025 fiscal year, we did not receive any revenue or other material consideration from required purchases by franchisees. During the 2025 fiscal year, our affiliates received $947,653.88 from required purchases by franchisees.

We do not provide material benefits to you (for example renewing or granting additional franchises) based on your purchase of particular Products or Services or use of particular suppliers. However, if you do not use Approved Suppliers or follow our System Standards, we may terminate the Franchise Agreement. You must follow and honor all of the product and service warranty and customer service policies we may establish and publish in our Manuals.

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.

Obligation	Section in Agreements	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 1 and 4 of Franchise Agreement; Section 3.1 of Development Agreement	Items 7 and 11
b. Preopening purchases/leases	Sections 4 and 7 of Franchise Agreement	Items 5, 7 and 8
c. Site development and other pre-opening requirements	Sections 1, 4 and 7 of Franchise Agreement	Items 6, 7, 8 and 11
d. Initial and ongoing training	Section 6 of Franchise Agreement	Items 5, 6 and 11
e. Opening	Sections 1 and 4 of Franchise Agreement	Items 11 and 12
f. Fees	Section 3 of Franchise Agreement; Section 2 of Development Agreement	Items 5, 6, 7, 8 and 11

Obligation	Section in Agreements	Disclosure Document Item
g. Compliance with standards and policies/operating Manuals	Sections 5, 6, 7, and 8 of Franchise Agreement	Items 8, 11, and 14
h. Trademarks and proprietary information	Sections 6, 8 and 9 of Franchise Agreement	Items 13 and 14
i. Restrictions on products/ services offered	Sections 1 and 7 of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Not Applicable	Not Applicable
k. Territorial development and sales quotas	Section 3 of Development Agreement	Item 12
l. Ongoing product/service purchases	Section 6.8 of Franchise Agreement	Items 8 and 11
m. Maintenance, appearance, and remodeling requirements	Sections 1, 6.6, and 6.7 of Franchise Agreement	Item 11
n. Insurance	Section 12 of Franchise Agreement	Items 6,7, and 8
o. Advertising	Sections 3.3, 3.4 and 11 of Franchise Agreement	Items 6, 7, and 11
p. Indemnification	Section 17 Franchise Agreement Section 10.4 of Development Agreement	Item 6
q. Owner's participation/ management/staffing	Section 6.3 of Franchise Agreement	Items 11 and 15
r. Records and reports	Sections 6 and 10 of Franchise Agreement	Item 6
s. Inspections and audits	Sections 6 and 10 of Franchise Agreement	Items 6 and 11
t. Transfer	Section 13 of Franchise Agreement Section 8 of Development Agreement	Item 17
u. Renewal	Section 2 of Franchise Agreement	Items 6 and 17
v. Post-termination obligations	Section 15 of Franchise Agreement; Section 7.7 of Development Agreement	Item 17
w. Non-competition covenants	Section 9.3 of Franchise Agreement; Section 6 of Development Agreement	Item 17
x. Dispute resolution	Section 20 of Franchise Agreement; Section 14 of Development Agreement	Item 17
y. Other: Guaranty	Schedule F of Franchise Agreement; Schedule D of Development Agreement	Item 15

ITEM 10

FINANCING

We do not offer direct or indirect financing. We do not guaranty 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.

As noted in Item 1, we have entered into a management agreement with Brand Management for the provision of support and services to franchisees. We remain, however, responsible for all of the support and services required under the various agreements described below.

Pre-Opening Assistance

Before you open your Hooters Restaurant, we will:

1. Give you advice and guidance in locating a site and developing a Hooters® Restaurant. Our advice and guidance will include providing acceptable site criteria, Approved Supplier lists, approved renovation criteria and, at our option, a set of architectural plans of an existing Hooters Restaurant. (Franchise Agreement, Sections 1.1 and 4.) We are not obligated to provide assistance with conforming your premises to local ordinances and local building codes and obtaining any required permits, and/or constructing, remodeling, or decorating your premises, and/or hiring and training your employees.

2. Train your salaried general manager and provide the other Initial Training Program described below in Item 11. (Franchise Agreement, Section 6.)

3. Provide you with resources for training of your hourly employees in the Manuals or otherwise in writing. We do not hire your employees for you. (Franchise Agreement, Section 6.)

4. Loan you one copy of our Manuals. (Franchise Agreement, Section 5.1.) The tables of contents of our Manuals are included in this Disclosure Document as Exhibit D.

5. Provide you with our System Standards. Our System Standards may designate or approve maximum or minimum prices at which you must sell your products or services (subject to applicable law). (Franchise Agreement, Section 5.)

6. Provide you, at your expense, with plans and materials for local advertising. (Franchise Agreement, Sections 3.4 and 11.3.) See "Advertising" below in this Item 11 for further information about our advertising program. We may also provide you with any merchandising, marketing, and other data and advice we believe would be helpful to you in developing, opening, and operating your Hooters Restaurant. (Franchise Agreement, Section 11.)

7. If your Protected Market Area is not determined when you sign the Franchise Agreement, we will designate your Protected Area within 10 days of our approving your Site. (Franchise Agreement, Section 1.5.)

Designating the Site Selection Area, Site Selection and Protected Market Area Selection

We will provide you with Site selection guidelines, including our minimum standards for a location for your Hooters Restaurant, and other counseling and assistance as we may decide is required. We do not generally own the Site and lease it to you. (Franchise Agreement, Sections 1.4 and 4.1.)

The factors we consider when we evaluate a proposed Site include population density, *per capita* income, crime, and other demographic factors near the proposed site; traffic patterns and parking; competition; the area's commercial development; the physical characteristics of existing buildings and the renovations required to the proposed site to develop your Hooters Restaurant; and other factors.

You must provide us with a copy of the lease for the Site and the opportunity to review and approve it before you sign it. We review the lease to determine if it complies with your obligations to us under the Franchise Agreement. You must also sign a "**Collateral Assignment of Lease**", a form of which is attached to this Disclosure Document as Exhibit A, Schedule E-1 which will provide us with the right to take over your lease on your default of the lease or the Franchise Agreement. Alternatively, if we consent in writing, you may have us as the lessee of your lease, and you will sublease the Site directly from us. (Franchise Agreement, Section 4.2.) In addition, we may require you and your landlord to sign our then-current form of Lease Rider ("**Lease Rider**"), a form of which is attached as Exhibit A, Schedule E-2. You agree to work diligently and in good faith with your prospective landlord to sign the Lease Rider.

If you and we have not agreed on a Site when you sign the Franchise Agreement, you must locate and secure a Site within the geographic area described in Exhibit A, Schedule A to the Franchise Agreement (the "**Site Selection Area**"). For each proposed site, you must submit to us a site selection package to us. We will determine the contents of the site selection package , and it may include a copy of the site plan, proposed lease or purchase agreement in final executable form, along with its letter of intent, a construction cost pro forma for that site, business plan, demographic information, and evidence showing your ability to obtain the Site. We do not charge you any additional fees for your site selection package. We have 30 days to accept or decline the Site that you have proposed. If we reject your proposed Site, you must propose a new Site at your expense. (Franchise Agreement, Section 4.3.) If we accept the proposed Site, we will designate your Site on Exhibit A, Schedule A of the Franchise Agreement. (Franchise Agreement, Section 4.1.)

We have the right to perform an on-site evaluation of your proposed site, and we may designate a third party to perform site selection counseling and services for us. If we designate a third party to perform these services, we may require you to pay the Approved Supplier's then current fee for its services. We may require you to submit a construction cost pro forma, as well as the lease or purchase agreement for the Site for our review before we approve or disapprove the proposed Site. (Franchise Agreement, Section 4.3.)

We may conduct a site selection trip to assist you with choosing or evaluating a site for the Site. We may also, in our sole discretion, choose not to conduct any site selection trip and approve or disapprove your proposed Site based on documentation you submit to us. (Franchise Agreement, Section 4.3.)

You have 180 days after the Franchise Agreement is signed in which to obtain our approval of and secure a Site for your Hooters Restaurant within the Site Selection Area (the "**Site Acquisition Deadline**"). If you fail to meet the Site Acquisition Deadline, then we may terminate

the Franchise Agreement. If we terminate the Agreement, we do not provide any refunds of fees or monies paid.

Obtaining Required Permits

You must obtain all building permits, liquor licenses, and all other permits required to timely open your Hooters Restaurant. (Franchise Agreement, Section 4.3.) You must comply with all laws at all times in offering delivery services, including obtaining and maintaining all required permits, licenses, consents and waivers required by any laws. (Franchise Agreement, Section 6.1.)

Constructing, Equipping, and Decorating Restaurant

You must construct, equip, and decorate the Hooters Restaurant at your sole expense. Before you begin construction of the Restaurant, you must submit a site plan, including a footprint of the proposed building and architectural, kitchen, and signage drawings, to us for our approval. You may use an architect or engineer we approved to prepare the plans and specifications for your Hooters Restaurant. In constructing or renovating the premises, you must enter into a building contract with a general contractor and you must pay the general contractor directly for the build-out of your Hooters Restaurant, including all labor and material costs. You must provide us with the name and contact information of your qualified general contractor before you begin construction. You must construct the Hooters Restaurant in accordance with the site plan and plans and specifications that we approved. You are responsible for conforming the design and construction plans to meet all applicable codes, rules regulations and laws. You may not make any changes to approved plans and specifications, the design of the Hooters Restaurant, any of the materials used, or the interior and exterior colors associated with the Hooters Restaurant, without our consent. (Franchise Agreement, Section 4.3.3.)

We provide you with the names of Approved Suppliers for many of the Restaurant Items you will need to construct, equip, and decorate your Hooters Restaurant, and written specifications for these items, in our Manuals. We do not deliver or install any of these items.

Time for Opening Your Restaurant

You must open your Hooters Restaurant for business within 12 months (365 days) after the Franchise Agreement is signed. We refer to your opening date as your "**Opening Date**." The factors that affect this time period include the ability to obtain a lease, financing, building permits, liquor licenses, and other permits and licenses. The time from the signing of the Franchise Agreement to the opening of the Hooters Restaurant is typically 12 months.

You may not open your Hooters Restaurant for business until: (1) we approve your Hooters Restaurant as developed according to our specifications and standards; (2) pre-opening training of you and your personnel has been completed to our satisfaction; (3) the Initial Franchise Fee and all other amounts then due to us have been paid; (4) we have approved the General Manager of your Hooters Restaurant as having been properly trained in relation to our System, and you have demonstrated that the conditions of the Franchise Agreement have been met; (5) we have been furnished with copies of all required insurance policies, or other evidence of insurance coverage and payment of premiums we request; and (6) we have approved and received signed counterparts of all required documents pertaining to your acquisition of the Site. You cannot open your Hooters Restaurant until we are satisfied that you have completed all necessary steps to open. We may terminate the Franchise Agreement if you fail to open your Hooters Restaurant by the Opening Date. If we terminate the Agreement, we do not provide any refunds of fees or monies paid.

Hiring and Training of Personnel

We do not hire, fire or compensate your personnel. We do not assert the right to, or direct control over their employment activities. (Franchise Agreement, Section 6.8.8.) You must train and properly supervise all Restaurant personnel. In addition to the Initial Training Program described in this Item 11, we will offer additional pre-opening training and opening supervision and assistance as we deem advisable.

Post-Opening Assistance

During your operation of your Hooters Restaurant, we will:

1. Provide you with continuing advisory assistance in the operation, training, advertising, and promotion of your Hooters Restaurant, as we consider appropriate. (Franchise Agreement, Sections 5, 6, 10 and 11.)

2. Provide refresher training programs for you and your employees we designate, as we consider appropriate. If you request training that is not designated, the training will be at your expense. (Franchise Agreement, Section 6.5.8.)

3. Furnish you, at your expense, with plans and materials for local advertising. (Franchise Agreement, Sections 3.4 and 11.3.) We may also direct you to stop using these plans and materials. We must review and approve all other advertising and promotional materials you propose using. (Franchise Agreement, Section 11.3.2.)

4. Provide you with any merchandising, marketing, and other data and advice we develop that we think would be helpful to you in managing and operating your Hooters Restaurant. (Franchise Agreement, Section 11.3.)

5. Provide you with periodic individual or group advice, consultation, and assistance, either by personal visit, telephone, newsletters, or bulletins we make available to all Hooters franchisees, as we consider appropriate. (Franchise Agreement, Section 3.9.)

6. Provide you with our System Standards, including any bulletins, brochures, manuals, and reports we publish regarding our plans, policies, developments, and activities, as we consider appropriate. We will also let you know about any new developments, techniques, and improvements we consider relevant to the operation of your Hooters Restaurant. Our System Standards may designate, subject to applicable law, maximum or minimum prices at which you may sell the Products or Services. (Franchise Agreement, Section 6.12.)

7. Furnish you, on your request but not more than once a year, with annual financial statements (which may be audited) of receipts and disbursements of the National Ad Fund. (Franchise Agreement, Section 11.2.)

8. Establish through ourselves or our designee, maintain and administer a system-wide fund (the "**National Ad Fund**"). You must contribute to the National Ad Fund by paying the National Ad Fund Fee in amounts that we prescribe from time to time up to a limit set in the Franchise Agreement. (Franchise Agreement, Sections 3 and 11.2.)

9. Provide you with our System Standards. (Franchise Agreement, Section 5.)

Development Agreement

Our pre-opening and post-opening obligations are not changed if you enter into a Development Agreement other than to credit the portion of the Development Fee to the applicable Initial Franchise Fee and to establish the dates indicated in the Development Schedule for your required Site Acquisition Date(s) and Opening Date(s). If you breach the Development Agreement, we may terminate your rights to develop all remaining Hooters Restaurants under the Development Schedule.

Advertising Generally

We may provide advertising materials to you through the National Ad Fund or other means. These materials may include posters, billboards, point of sale materials, radio scripts, sports ads, coupon ads, Hooters logos, camera-ready artwork, clip art, line drawings, and border designs so you can create your own ads, table tents, flyers, direct mail brochures, and generic print ads. These materials allow you to customize your ads to meet your particular needs. The different formats and logo combinations provide you with flexibility in preparing your own individualized ad campaigns. Our advertising agency, with the assistance of our in-house marketing department, produces most of these materials. (Franchise Agreement, Section 11.2.)

If you decide not to use our pre-prepared advertising materials, you may choose your own advertising agency or supplier and produce your own materials. However, we must approve all your advertising before you publish it. Our right of approval extends to the type and content of the advertisements, the media in which the advertisements will appear, and any advertising programs you devise. (Franchise Agreement, Section 11.1.)

We are not required to, but through the National Ad Fund, we may conduct national and regional advertising campaigns using print and electronic media. The purpose of these programs will be to promote the Hooters System and Hooters Restaurants system wide, without focusing on a particular franchised or company-owned Hooters Restaurant, and to counter threats to the Hooters System. We describe the National Ad Fund more fully below.

Grand Opening Expense

You must, at your expense, implement a grand opening marketing program for your Hooters Restaurant according to the requirements in the Manuals and other System Standards beginning 30 days before your Opening Date and ending 30 days after your Opening Date.

Local Advertising

You must also spend the Minimum Local Advertising Expenditure annually on local qualifying advertising and promotions.

You may not create your own web site or social media presence for your Hooters Restaurant or containing any Marks without our approval and compliance with all of the relevant policies, standards, and requirements that we periodically prescribe. (Franchise Agreement, Section 8.2.5.)

Unless we approve, you may not advertise, promote, or make any media statements about any Third-Party Delivery Provider. (Franchise Agreement, Section 1.7.4.)

Local Advertising Cooperatives

We currently do not have LACs and as a result, we have no LACs over which any company-owned Hooters® Restaurants control the voting power. If we designate a LAC, we can, on 90 days' notice, require that some or all of your Minimum Local Advertising Expenditure, in an amount that LAC determines for all of its Members, be contributed instead to the LAC. We expect that if a LAC is formed, it will be administered by LAC Members or a hired advertising agency and will operate from written governing documents. We have the right to require the LAC to be formed, changed, or dissolved. Each LAC must, within 20 days after the end of each calendar quarter, furnish to us and its Members in the form we require, a written summary of the Members' contributions to the LAC and an accurate accounting of the LAC's expenditures for approved Advertising and Marketing. We will permit you access to the payment and expenditure records of any LAC to which you contribute. Our or our affiliates' outlets, if any, will not participate on an equal basis, and will not contribute on an equal basis. We do not have any defined area for the LAC but the size of the defined area of any LAC may vary based on industry standards for the media selected, and every franchisee located in the defined area must contribute to the applicable LAC.

National Ad Fund

You must contribute to the National Ad Fund Fee in an amount that we specify (up to 4% of your Gross Sales) to the National Ad Fund. Currently, franchisees must contribute 2% of Gross Sales to the National Ad Fund. Franchisee and company- and affiliate-owned locations contribute to the National Ad Fund at different rates, and we reserve the right to impose individual differences based on market conditions and other factors we determine. Also, we may, in our sole discretion, deposit rebates and similar fees we receive into the National Ad Fund.

We or our designee direct all advertising and promotional programs and have sole discretion over the creative concepts, contents, sponsorships, materials, endorsements, media used, geographic, market, and media placement, and allocation of these programs. We reserve the right to use any media, create any programs, and allocate advertising and promotional expenditures to any regions or locales we deem appropriate. We may use the National Ad Fund to: maximize general public recognition of the Hooters® System and the Marks; pay the costs of preparing audio and written advertising and marketing materials, including but not limited to television, radio, magazine, newspaper, and digital campaigns; engaging in research and development; administering national, regional and multi-regional advertising programs; purchasing sports or entertainment sponsorships; holding conventions and pageants, purchasing e-commerce rights, products or services, direct mail and other media advertising; maintaining or paying third parties to maintain on-line ordering and fulfillment systems and advertising or promotional related software and services; supporting public relations and market research, including but not limited to, for the purposes of brand reputation management; employing outside public relations firms and advertising agencies to assist in these activities; paying all expenses including without limitation registration fees and legal fees to evaluate, develop, register, maintain and enforce the Marks; establishing, developing, maintaining, modifying, servicing or hosting social media accounts, websites, text messaging advertising, call centers or other e-commerce or communication programs or services; paying the costs of enforcement of collections of the National Ad Fund Fee; paying administrative costs, accounting fees, and overhead (including allocating our employees' salaries and benefits and our overhead expenses to the National Ad Fund to the extent that any employee performs services for the National Ad Fund or overhead expenses benefit the National Ad Fund), and engaging in other advertising, promotion and marketing development and placement activities we designate or approve in our sole discretion to directly or indirectly promote the System, its franchisees, and/or increase System sales, such as limited time menu offerings, crew incentives, franchisee incentives and/or promotional programs, customized materials, up-sell programs, guest response programs,

manager/employee recognition programs, quality assurance and food safety programs, mystery shop programs and other customer service survey and response programs, brand applications, and in-store equipment and technologies related to such programs. The National Ad Fund may, at our option, use an in-house advertising department or any local, national, or regional advertising agency we choose. We undertake no obligation, in administering the National Ad Fund, to make expenditures for you in your Protected Market Area that are equivalent to your contribution or to ensure that any you benefit directly or *pro rata* from the National Ad Fund's expenditures. We may use a number of our affiliated companies to facilitate the advertising and promotional programs the National Ad Fund purchases.

We will maintain the National Ad Fund in an account separate from our other monies. We will prepare an annual statement of monies collected and costs incurred by the National Ad Fund and furnish the statement to you on reasonable written request, not more than once per year. Reasonable written request means that your request must be in writing and should not be made more often than once per year. However, the National Ad Fund is not audited. Any audit of the National Ad Fund is at our sole discretion and will be at the expense of the franchisee requesting the audit. We have no obligation to provide an audit of the National Ad Fund. (Franchise Agreement, Section 11.2.)

We may spend the National Ad Fund, and any earnings from it, on advertising and promotional activities during the year that we receive the contributions and earnings. However, if excess amounts remain in the National Ad Fund at the end of the particular year, we will make all expenditures in the following year first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from new National Ad Fund Fees. In administering the National Ad Fund, we reserve the right for the National Ad Fund to borrow from us or our affiliates or other lenders to cover deficits of the National Ad Fund. We may apply your National Ad Fund Fees, in our discretion, to any obligation you owe us, including obligations like royalties, purchases, and interest. (Franchise Agreement, Section 11.2.)

The National Ad Fund will not be our asset or the asset of any affiliate or designee of ours. (Franchise Agreement, Section 11.2.) We retain the right to terminate the National Ad Fund, provided that we have spent all monies in the fund for advertising and promotional purposes or have returned them to contributors on the basis of their respective contributions. (Franchise Agreement, Section 11.2.) The National Ad Fund will not create a trust or fiduciary relationship between us. (Franchise Agreement, Section 11.2.) We will not use funds from the National Ad Fund to solicit franchise sales.

During the fiscal year ending December 28, 2025, Predecessor and Brand Management (on behalf of us, Predecessor and Hoots Franchising) spent the National Ad Fund contributions in the following manner:

Production Of Marketing Materials	3.1%
Media Placement	3.2%
Agency Fees	28.4%
Sponsorships	9.3%
Administrative Expenses	16.1%
Other	39.9%
Total	100%

We may require you to honor rebates, giveaways, discounts, incentives and promotions in accordance with reasonable marketing programs, HootClub Rewards Loyalty Program as

applicable, or customer survey/research programs that we establish from time to time. You must honor loyalty promotions as applicable, rebates, giveaways, discounts, incentives and promotions that other franchisees issue. We may also require you to participate in cooperative advertising programs with particular suppliers or approved sources of goods.

Advertising Councils

We have a Franchise Marketing Committee ("FMC") that acts as a sounding board and advises us on marketing policies. We choose the members of the FMC based on each franchisee's number of locations and each franchisee's tenure with our System. The FMC is advisory only and we reserve the right to change or dissolve the FMC at any time.

Technology System

You must purchase and use a computer system, software and information technology/ communications system that meets our System Standards (the "**Technology System**"). The Technology System must be capable of integrating with our Business Management System described in more detail in the Franchise Agreement. You must upgrade or update your computer hardware and software programs during the term of the Franchise Agreement as we require.

A general description of the components of the Technology System is:

- POS system. The current standard is PAR Technology's PAR Brink POS, with at least 5 terminals per restaurant.
- PAR Technology's PAR Ops for Inventory Management, Labor Management, and Reporting.
- OIO for online ordering.
- Punchh® Loyalty and Mobile App Ordering.
- Designated Third Party Delivery Providers.
- EMV, chip and pin card readers for secure payment processing.
- Managers Workstation running Windows 10 or higher.
- Fortinet network switches and firewalls with automatic cellular failover and failback.
- High speed internet with a minimum of 100.0M x 10.0M broadband speeds.
- Fortinet WiFi and security, or another WiFi system we designate.
- PAR Pay's Payment Gateway for management and routing of payment card transactions.
- The user of an accredited Payment Processor with an existing integration to the PAR Pay gateway. Our current standard is Fiserv.
- PAR Technology's PAR Ops Concierge Service for maintenance of inventory data and administration of Data Central.

There are other various components of the Technology System that will be described in our Manuals or training. Upon request, we may permit you to use an alternative POS System so long as the alternative POS System meets our the-current requirements for the Technology System, including but not limited to, the ability to report Gross Sales to us or our affiliates and participate in required and optional programs such as our loyalty, gift card, online ordering, and other similar programs. We may at any time designate a different or alternative supplier to any components of the Technology System.

The estimated one-time cost for the POS System for your Hooters Restaurant is $15,000 - $25,000 (exclusive of network or store technology infrastructure costs). The annual hardware, software, and network maintenance costs (excluding help desk and administration support) for business-critical hardware components are estimated to be between $3,500 and $4,000. You will also have to pay monthly software subscription costs between $600 and $800 for the PAR Brink POS and Data Central Systems that includes software licensing, maintenance, and software upgrades. The costs related to the required services to help you manage your POS menus will depend on your system scope.

You must subscribe to our online ordering system, currently provided by OLO and managed by us. The OLO system is directly integrated to the POS System for pickup and delivery of customer orders. Currently, the OLO system requires a one-time activation fee of $250 and an estimated monthly service fee of $45 per location, and order transaction costs that start at $45.84 (with the potential for additional costs based on actual order volumes in excess of 200 orders per month). You must pay the then current fees for OLO directly to the vendor. You also must participate in OLO Dispatch and Rails for delivery services, and you may be required to fund a customer delivery service as defined by our marketing initiatives.

You must purchase or license any applications or other software we designate from time to time, including any for the software described above (**"Software and Apps**"). You are responsible for purchasing or leasing the computer and other technology hardware necessary to operate the Software and Apps as intended, as well as all other aspects of the Technology, or as directed by the software or application provider. You must enter into the then current software license agreements we approved with these Approved Suppliers for the Software and Apps we require for your Hooters Restaurant. You will be responsible for paying us and/or the Approved Suppliers the then current licensing or other fees and expenses incurred to acquire, install and implement the Technology System and any updates to the Technology System we require.

As part of the Technology System, we will establish the standards and specifications of your management's office, telecommunications and computer equipment (the "**Computer System**"). We require that your Computer System include a laptop computer, smartphone, printer, database, router, business management software and marketing software that meet our current specifications. There is no contractual limitation on the frequency or cost of this obligation, although we estimate that expenditures for Computer System upgrades or updates and software or application upgrades or updates are typically $3,000 each year. The exact cost will vary based on store size.

You will be responsible for maintaining, repairing, upgrading, and updating your Computer System in accordance with our requirements, which may include entering into agreements with third-party vendors to provide such required or recommended products and services. The exact cost will vary based on store size, but we estimate the costs will range between $500 and $2,500 per month. Your Computer System will perform word processing, accounting, record keeping, scheduling, Internet access and e-mail functions for your Hooters Restaurant. Telecommunications equipment, computer hardware and peripherals, maintenance agreements, and computer software and operating systems are all available through commercial office and telecommunications equipment, and computer hardware and software vendors.

As part of the Computer System, we will require you to, or recommend that you (as specified), purchase, install and implement the following information technology hardware, software and/or processes: We require that all franchisees maintain Payment Card Industry Data Security Standard ("**DSS**") compliance as required (including annual PCI audits. The process(es) in place

for the franchisee to accept payment will determine the necessary level of reporting per the DSS. You must comply with the reporting requirements including the Self-Assessment Questionnaires. Our current System Standards require that on an annual basis, you must provide us with an attestation of compliance certifying to us that you maintain your operations with the necessary level of PCI compliance. We do not mandate any particular supplier for assessing your PCI compliance but the supplier must be a qualified assessor with current accreditation. This will serve to communicate to us that you are performing due diligence in protecting cardholder data, which serves to protect the business and reputation of both you and us. In addition, we may require, and have you verify that all necessary specific testing is taking place and being performed by an approved third-party vendor. We also expect you to obtain an "uninterruptable power supply" to power all networking hardware. This will ensure that power spikes or blackouts do not damage network equipment and cause the Hooters Restaurant network to fail. We also suggest you obtain a "power distribution unit" used for ensuring clean and properly distributed electrical power is used by the networking equipment. A lockable, wall mounted enclosure may be required to secure networking equipment (due to PCI regulations), and to prevent accidental damage from occurring to the equipment. You must also have your Hooters Restaurant connected to the internet using a connection method we approve, currently cable or other high-speed broadband services and maintain a phone line. Since your customers will wish to use Wi-Fi, to ensure optimal wireless internet coverage, you must have a wireless access point. Your Hooters Restaurant must use high-speed internet connectivity and a backup or failover internet service in case of primary internet outages. Depending on your Hooters Restaurant's size, additional wireless access points may need to be added throughout to ensure full coverage. The wireless access point being centrally located in the Hooters Restaurant facilitates use of the POS System, as well as other wireless connected devices in the Hooters Restaurant. You must maintain and share with us one or more permanent internet email accounts in the manner we designate. The estimated cost to acquire the baseline technology infrastructure configuration for internet access, consistent with the above requirements, ranges between $3,000 to $5,000. We may require you to use a specific supplier to ensure PCI compliance and compliance with other laws.

We currently require you to provide us continuous uninterrupted "24/7" independent access to your Computer System to monitor your social media, sales, receivables and other financial and operational data we designate. We may access your Computer System and retrieve, analyze, download, and use all software, data and files stored or used on the information system. We may access your Computer System through our intranet, in your Hooters Restaurant, or from other locations. There is no contractual limitation on our right to independently access these records. If we exercise our contractual right to access this data, we will be able to audit the data to verify your Gross Sales and other elements of your compliance with the Franchise Agreement. On our request, you must report to us, in a form we approve, on a daily or other basis, a listing of the product mix of all items you sell. You must provide us with direct polling access to your POS System to allow us to review transactions in real time. You must store all data and information that we designate and report data and information in the manner we specify, including through our intranet, file exports, or other online communications or services. All data storage, phone line, internet service, any hosting services, communication software, internet email account and all additional hardware and software needed to implement and maintain these systems and services is at your cost.

We require you to maintain appropriate technical and organizational measures to ensure the security and confidentiality of all personal and sensitive information collected, processed, or stored in the course of business operations. You must indemnify and hold us harmless from any claims, losses, or liabilities arising from security incidents or data breaches caused by your actions or omissions. We reserve the right to conduct periodic audits and assessments of your cybersecurity practices and compliance with your Franchise Agreement.

You must (i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) not directly or indirectly disclose Personal Information to anyone other than your authorized persons without each customer's prior written consent, except the extent required by law.

You must comply with all applicable data protection laws, regulations, and industry standards, including for example the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and the Payment Card Industry Data Security Standard (PCI DSS).

On a data breach or data incident, you must (i) notify us of the data breach or data incident as soon as practicable, (ii) take appropriate measures to mitigate the impact and prevent further unauthorized access, and (iii) notify affected customers of a data incident promptly and according to local and federal law. You will bear all expenses of the investigation and reporting of a data breach or data incident, and must cooperate fully with us and each customer's requests, including any insurance carriers to which customers report the incident, including for example, by providing access to us and any affected customer and/or our or their personnel or carriers, to relevant records, logs, files, data reporting or other materials requested.

We retain the right to make changes to the System Standards relating to any aspect of the Technology System or any related equipment or service at any time. You will, on written notice from us, update the Technology System to the standards and specifications set forth in the Manuals or otherwise in writing by us.

Digital Marketing

We or our affiliates, in our sole discretion, may establish and operate websites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, Snapchat, TikTok, etc.), applications, keyword or adword purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), mobile applications, online videos, display banner campaigns, e-mail marketing campaigns, or other means of digital advertising on the Internet or any other means of digital or electronic communications (collectively, "**Digital Marketing**") that are intended to promote the Marks, your Franchised Business, and the entire network of Hooters Restaurants. We have the sole right to control all aspects of any Digital Marketing, including those related to your Franchised Business.

Unless we consent otherwise in writing, you may not, directly or indirectly, conduct or be involved in any Digital Marketing that uses the Marks or that relate to the Franchised Business. If we do permit you to conduct any Digital Marketing, you must (i) comply with any Standards or content requirements that we establish periodically and must immediately modify or delete any Digital Marketing that we determine, in our sole discretion, is not compliant with such Standards or content requirements, (ii) only use materials that we have approved and must submit any proposed modifications to us for our approval, (iii) not use any Mark on any aspect of the Digital Marketing (including in any domain name, address, or account) except as we expressly permit, (iv) include any information that we require, and (v) include only the links that we approve or require. We retain the right to pre-approve your use of linking and framing between any Digital Marketing that you conduct and all other websites. If we consent to your use of the Marks (or words or designations similar to the Marks) in any domain name, electronic address, website, or other source identifier, we may register the names, addresses, websites, or identifiers and then license use of the registered item back to you under a separate agreement.

You must pay all costs due for registration, maintenance, and renewal of any names, addresses, websites, or identifiers that we approve and maintain on your behalf. We retain the ownership of

copyright to any of the materials that you develop for use on the Internet. We may withdraw our approval for any Digital Marketing at any time.

Table of Contents of Confidential Operations Manual

The table of contents for our 189-page Manual is attached as Exhibit D.

Initial Training Program

Our Initial Training Program consists of New Owner Immersion Training, our Management Training Program, our On-The-Job Training Program, and On-Site Opening Training. Each program is described below.

New Owner Immersion Training

Within 30 days after you sign your Franchise Agreement, you or at least one of your Owners (if you are an entity) must attend our new owner immersion training held at our corporate headquarters in Clearwater, Florida. You must pay for all travel and living expenses for your attendees' attendance at the immersion training, as well as your attendees' salaries and benefit costs (if applicable).

Management Training Program

Your Operating Principal, General Manager and any other persons that we designate must complete, to our sole satisfaction, an approved manager training program (the "Management Training Program") within 90 days after such individual's appointment to serve as the Operating Principal or the General Manager (as applicable). We will provide, or designate other parties to provide on our behalf, the Management Training Program periodically and permit you to register for an available program. Training programs are subject to space and time availability. All or certain portions of the Management Training Program may, in our discretion, be conducted online or in person at our corporate headquarters in Clearwater, Florida and/or other locations we designate (which may include locations operated by other franchisees). You must pay for all travel and living expenses for your attendees' attendance at the Management Training Program, as well as your attendees' salaries and benefit costs.

All of your trainees must successfully complete our Management Training Program before they may be involved in the operation of your Franchised Business. At least one of your required trainees must successfully complete the Management Training Program before the Opening Date. We have the right in our reasonable discretion to determine whether a trainee has successfully completed the Management Training Program. We may charge a reasonable fee if a trainee must retake the Management Training Program. In addition, we may charge you a reasonable training fee if: (i) you elect to bring additional trainees, other than those we require, to the Management Training Program, (ii) your trainees are trained in separate sessions, or (iii) we provide the Management Training Program to your required trainees that you hire or appoint after the opening of the Franchised Business and any other persons we designate.

On-The-Job Training Program

We will provide, or designate other parties to provide on our behalf, our on-the-job training program ("OTJ Training") periodically and permit you to register for an available program. You may send up to 6 people to On-The-Job training. We currently train additional personnel at no charge if space is available, but this policy is subject to change. If you are approved by us or our

affiliate to train in a franchisee's certified training location, you are responsible for negotiating the training costs with the franchisee.

We reserve the right to limit the number of attendees that you may send to OTJ Training. Training programs are subject to space and time availability. All or certain portions of the OTJ Training Program may, in our discretion, be conducted online or in person at our corporate headquarters in Clearwater, Florida and/or other locations we designate (which may include other franchisees' restaurants). You must pay for all travel and living expenses related to your attendees' attendance at the OTJ Training Program, as well as your attendees' salaries and benefit costs. We reserve the right to modify, replace, or discontinue OTJ Training at any time.

On-Site Opening Training

Your First Restaurant

For your first Hooters Restaurant, we will furnish up to 2 Opening Training Coordinators, 4 certified front-of-house trainers, and 2 certified bar trainers who will coordinate the training process and assist your managers in opening your first Restaurant. We pay the salaries and benefits for our Opening Training Coordinators for up to 14 days (including travel days). You must pay us the expenses of our trainers. These expenses include travel expenses, visa fees (where applicable), per diem, and lodging expenses. We choose the lodging based on proximity, availability, safety, cleanliness, and location in a business class or better. Currently, travel within 250 miles of a Restaurant is by automobile, and drivers are paid the prevailing rate established by U.S. tax guidelines, and travel farther than 250 miles is by commercial airline with tickets at the class level we choose, subject to availability (air travel is booked by us). The per diem can be up to $60 per day, and is based on location and conversion rates, unless we approve some other amount in advance. We will provide you with invoices for amounts you owe us. We may require you to pre-pay all or a portion of the amounts we expect to incur. You must pay all amounts so that we receive the payment within 5 days of our invoice to you. You must pay for all travel and living expenses related to your attendees' attendance at the On-Site Opening Training, as well as your attendees' salaries and benefit costs. We reserve the right to modify, replace, or discontinue providing On-Site Opening Training at any time.

Your Second Restaurant and Additional Restaurants

For your second and any additional Restaurants, we may furnish up to 2 Opening Training Coordinators if we determine that providing these coordinators is advisable. These Opening Training Coordinators coordinate the training process and assist managers to open the restaurant. We pay all compensation for the Training Coordinators, and you pay all expenses as detailed above.

Before you open your second Restaurant, you should have employees you designate from your first restaurant become certified trainers for your second and additional restaurants. We describe the certified training process in the Manuals. Our Opening Training Coordinators will then certify your designated employees as certified trainers before you open your second or additional restaurants. They then aid in conducting the training of new employees in your second or additional Restaurants. You must pay for the expenses of your certified trainers used in opening your second or additional Restaurants.

TRAINING PROGRAM

The following tables summarize our Initial Training Program as of the date of this Disclosure Document (Franchise Agreement, Section 6.)

Management Training Program			
Week and Skill	Hours of eLearning and VILT	Hours of On-the-Job Training	Location
Week 1: Front of House Focus Hooters Girl, Suggestive Selling, Hospitality Service Support, Cash Handling, and RAS	2	38-45	Training Store
Week 2: Front of House Focus Hooters Girl Behind the Bar, Inventory, Kitchen Line Checks, Figure 8, Manager POS Functions, and Hooters Way Part 2 VILT	4	36-45	Training Store
Week 3: Front of House and Heart of House Focus FOH Training Review, Prep Station, and Make Up Station	2	38-45	Training Store
Week 4: Heart of House Focus Fry & Shake Station, Safety Awareness, Grill & Oven Station, and VILT	4	36-45	Training Store
Week 4: Heart of House Focus Risk Management, Emergency Response, Sell Station, and HOH Training Review	2	38-45	Training Store
Week 5-6: Putting it all Together Run a Successful Shift throughout the Week and VILT / Immersion Week: 6 Run Successful Shifts, Implementing Priority Matrix, Post Training VILTs – Successful Conversations and Culture of Respect	6	34-45	Training Store
TOTAL	20	220-270	

VILT means virtual instructor-led training.

On The Job Training Program (Managers And Operators)			
Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Orientation, History of Hooters, Kitchen Classroom	8.0	3	Clearwater, Florida or a Location closer to you
Day Prep, Make-Up Station	2	20	Clearwater, Florida or a Location closer to you
Day Prep, Fry/Drop	2	20	Clearwater, Florida or a Location closer to you
Day Prep, Fry/Shake	N/A	22	Clearwater, Florida or a Location closer to you
Grill, Steamer/Stove	2	31	Clearwater, Florida or a Location closer to you
Sell, Review, Hands On Learning, Testing	N/A	39	Clearwater, Florida or a Location closer to you
Inventory minimum 2 Times	N/A	10	Clearwater, Florida or a Location closer to you
Food Orders, receiving and storage guidelines, food quality and safety with receiving	N/A	6	Clearwater, Florida or a Location closer to you
Hooters Girl Classroom, Administrative Procedures, Bar, Registers, Payables, Checkouts, Review, Project and Tests	2	53	Clearwater, Florida or a Location closer to you
MOD, Systems and Standards, Review and Projects	N/A	55	Clearwater, Florida or a Location closer to you
MOD, Systems and Standards, Review and Projects	N/A	55	Clearwater, Florida or a Location closer to you
TOTAL	16	314	

On-Site Opening Training			
Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
OTC Prep for Opening Training	8	N/A	Your Restaurant
Trainers Orientation & Prep	8	N/A	Your Restaurant
Orientation (Entire Staff)	6	N/A	Your Restaurant
Classroom (Kitchen and Host)	10	N/A	Your Restaurant
Bar Training #1, POS Training	Hooters Girls: 10 hours	N/A	Your Restaurant
Classroom #1 (Hooters Girls)	Host/Staff: 10 hours	N/A	Your Restaurant
Image, Service Platform, Entertainment, Testing, (Host& Staff/Service Bar)	Bar: 10 hours	N/A	Your Restaurant
Bar Training #2, POS Training	Hooters Girls: 10 hours	N/A	Your Restaurant
Classroom #2 (Hooters Girls)	Hosts/Staff: 10 hours	N/A	Your Restaurant
Menu & Beverage Knowledge, Testing	Bar: 10 hours	N/A	Your Restaurant
(Kitchen) Prep Off /Cook Off	11 hours	N/A	Your Restaurant
(Kitchen) Prep Back/Cook Back	11 hours	N/A	Your Restaurant
(Kitchen) Prep Back/Cook Back	11 hours	N/A	Your Restaurant
Mock Shift #1: (Hooters Girls, Host, Staff, and Kitchen)	N/A	13 hours (2 shifts)	Your Restaurant
Mock Shift #2: Computer Training (Hooters Girls, Host, Staff, and Kitchen)	N/A	13 hours (2 shifts)	Your Restaurant
Testing for all staff during Mock Shifts	4	N/A	Your Restaurant
VIP Party Set Up	TBD	TBD	Your Restaurant
VIP Party (Most of the Staff)	N/A	6 hours	Your Restaurant
Opening Day (Kitchen Staff)	N/A	9-10 hours (2-3 shifts)	Your Restaurant
Opening Day (Hooters Girls & Kitchen Staff)	N/A	7-9 hours (2 shifts)	Your Restaurant
TOTAL	129	48-51	

Explanatory Notes:

1. All training we offer, other than Initial Training, is offered on an as-needed basis. One or more of your personnel may already have significant experience in restaurant operations. If your personnel already have this experience, we may, in our sole discretion, modify our standard training to meet your particular needs. You should discuss this with us. We plan to be flexible in scheduling training to accommodate our and your personnel.

2. The materials we use for training will vary with the type of training. The materials may include e-learning modules, handouts, Power Point presentations, videos, and other media; and in-person training and coaching.

3. Rebecca Moore supervises franchisee training. Ms. Moore has been with Hooters, Inc. since June 2006. Ms. Moore has 4 years of operational training as an hourly manager and 3 years of training experience as Director of Learning & Development, 3 years as New Store Opening specialist, (and 8+ years supporting new store openings as a Trainer and Operations Training Coordinator).

Other training instructors include operations and corporate representatives who conduct training in their area of expertise. The length of experience of these instructors with us (or our affiliates) will vary from less than one year to over 20 years. We may change or rotate instructors to meet the particular needs of training participants or as our scheduling and operational needs require.

Additional Training Programs

On your request, but at our sole discretion or at our direction, we may provide or require you or your employees to attend additional training programs and refresher courses (at your expense) as we consider necessary. All additional training programs and refresher courses will take place at our headquarters, at a company-owned or certified franchised restaurant, at your Restaurant, or in a region we designate, or at some other location we designate. You may request that we provide you with Additional Programs by submitting a written request to us no less than 5 weeks before the desired training date(s). You must pay for all travel and living expenses related to your attendees' attendance at any of our training programs, and your attendees' salaries and benefit costs. Our training team's daily hourly wages vary from $225 - $275 based on team members' position and tenure and may include overtime. We may require you to pay these costs if you request and we provide training in addition to the maximum training described in this Item.

We may, from time to time, conduct conferences, conventions, programs, webinars, teleconferences, or additional or refresher training sessions on any matters related to the System ("Additional Programs"). We will determine the duration, curriculum, and location of Additional Programs, which may take the form of web-based training modules, webinars, seminars, in-person training, or on-site training. You, your required trainees, Owners, and other personnel we designate must attend any Additional Programs that we require. We may charge you a reasonable fee for your attendees to attend any Additional Program.

ITEM 12

TERRITORY

Site and Protected Market Area

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

Site. The franchise is granted for a specific Site that must be accepted by us. If your Site is not accepted by us when you sign the Franchise Agreement, you must locate a suitable Site and obtain our acceptance of the Site.

Site Selection Area. The Site you select must be located within the Site Selection Area we designate. Site Selection Areas are generally chosen as one or more zip codes. You must secure the Site (e.g., sign the lease for the Site or close on the purchase of the Site) by the Site Acquisition Deadline, which is 180 days from the date the Franchise Agreement is signed.

If you fail to meet the Site Acquisition Deadline, then we may terminate the Franchise Agreement. If we terminate the Franchise Agreement, we do not provide any refunds of fees or monies paid.

Protected Market Area. We will designate a Protected Market Area for your Franchised Business. If your Protected Market Area is not designated when you sign the Franchise Agreement, we will designate it in our sole discretion within 10 days of our acceptance of your Site. The Protected Market Area will generally be set by a stated distance from your Restaurant or will be set based on population density.

Factors that influence our acceptance of Sites and our grant of Protected Market Areas include the overall density of both residential and daytime population proximity of the Site to the malls, shopping centers, business parks, industrial parks, airports, traffic count, speed of traffic, consumer patterns, access to the Site, and competition in the Protected Market Areas. We have no obligation whatsoever to provide you a Protected Market Area with a certain minimum number of people.

Delivery Services

You must provide delivery services to end user customers through Third-Party Delivery Providers or any other delivery methods we periodically prescribe in writing. You will not receive any exclusive or protected delivery area around your Hooters Restaurant for engaging in delivery of the Products and Services ("**Delivery Services**"). Third-Party Delivery Providers may make deliveries from your restaurant outside of your delivery area. Our System Standards may require you to make deliveries outside of your delivery area.

Relocation

You may not relocate your Hooters Restaurant without our prior written consent. We have a relocation policy that requires you to open your relocated Restaurant within 6 months of closing your Hooters Restaurant. We have not established a set of conditions or criteria under which we evaluate relocation requests. Provided that you are in compliance with the Franchise Agreement, we evaluate relocation requests based on our judgment about your need to relocate and the best interests of the System. Although we may assist you in selecting a replacement location, and although we must accept the location before you begin construction or renovation of any Restaurant, you are solely responsible for selecting the replacement location and negotiating the lease or purchase terms. You also are responsible for construction or renovation of the Restaurant and for ensuring that it is constructed consistent with the site plan we approve and other plans and specifications we designate.

Development Agreement

If you enter into a Development Agreement, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands we control.

If you sign a Development Agreement with us, we will grant you a geographic area in which you may develop a predetermined number of Hooters Restaurants. We refer to this geographic area as your "**Development Area**." You and we will agree on the boundaries of the Development Area before you sign the Development Agreement. The size of the Development Area is negotiated and varies for metropolitan statistical areas, groups of zip codes, or other municipal or geographic boundaries.

So long as you are in compliance with the Development Agreement, we will not develop a Hooters Restaurant operating from a fixed location in your Development Area, and we will not authorize anyone else to do so, subject to Reserved Facilities exclusions and Alternative Channels of Distribution. Your territorial protections to the Development Area will not apply to any Hooters Restaurant that have been previously granted rights, which have Sites or the right to have Sites in the Development Area, or if we or our affiliate(s) currently operate one or more Hooters Restaurants at Sites in the Development Area (individually or collectively, "**Pre-Existing Sites**"). If there are any Pre-Existing Sites in your Development Areas, we will list them on Schedule A your Development Agreement on request.

Your development of additional Restaurants in the Development Area will proceed according to your "**Development Schedule**." The Development Schedule will be attached to the Development Agreement as Schedule A. If you fail to meet the Development Schedule, we can terminate the Development Agreement and your rights under it or, at our option, eliminate or terminate protections to your Development Area.

Your rights to the Development Area end, at the earlier of: (i) the termination of the Development Agreement due to your noncompliance with the Development Schedule; or (ii) the opening of the last Hooters Restaurant you are required to develop under the Development Schedule. For each Hooters Restaurant that you must develop, you will sign our then-current form of Franchise Agreement, which may have different terms than the form of Franchise Agreement attached to this Disclosure Document. Your territorial rights, if any for each Hooters Restaurant under the Development Schedule are governed by the terms of those Franchise Agreements. Except for the rights provided in the Development Agreement and your Franchise Agreements, you have no options, rights of first refusal, or similar rights to acquire additional franchises or to establish additional Hooters Restaurants of any kind.

The Development Area does not grant you any territorial rights relating to hoots® wings restaurants, and hoots® wings restaurants owned by us, our franchisees or you may operate and be located inside or outside of your Development Area. We will not compensate you in any manner if they do so. If we terminate your Development Agreement, you will lose all your rights to your Development Area, except for the Protected Market Area of any of your Hooters Restaurants then open in your Development Area or for which you have signed a Franchise Agreement.

Except as described above, you have no territorial rights or exclusivity.

Rights We Retain

Under the Franchise Agreement and Development Agreement, we (and our affiliates) retain the right in our sole discretion to:

A. Own, acquire, establish, and/or operate and license others to establish and operate, Hooters Restaurants at any location outside your Protected Market Area notwithstanding their proximity to the Protected Market Area or the Site or their actual or threatened impact on sales at your Hooters Restaurant.

B. Own, acquire, establish, and/or operate, and license others to establish and operate, Hooters Restaurants under the Marks at Reserved Facilities at any location within or outside your Protected Market Area. The term "**Reserved Facilities**" includes, for example, limited access and captive audience facilities, concession departments, separate areas, and other types of institutional accounts, which may include (i) airports, bus and railroad terminals, and other public transportation facilities, (ii) sports arenas, stadiums, and facilities, (iii) gasoline service stations, highway rest stops, and travel plazas, (iv) amusement parks or centers, zoos, parks, aquariums, museums, art centers, concert venues, theaters, drive-in theaters, movie theaters, amphitheaters, casinos, and other entertainment or tourist facilities, (v) supermarkets, convenience stores, department stores, outlet malls, and enclosed malls, (vi) food courts, (vii) hospitals and other health care facilities, (viii) universities, schools, and education facilities, (ix) convention centers, (x) military bases, and (xi) office buildings, business complexes, condominiums, dormitories, other high-density locations, and other similar non-restaurant locations.

C. Own, acquire, establish, and/or operate and license others to establish and operate businesses: (a) using the Marks (but not the "Hooters®" mark, except for hoots® wings restaurants which may use the "Hooters®" mark and other Marks in your Protected Market Area) and other marks in connection with the operation of these businesses; (b) which businesses may be similar to or different from Hooters Restaurants; and (c) which may be located within or outside the Protected Market Area, despite the proximity of these businesses to the Site (but this clause will not allow us to operate or license others to operate a Hooters Restaurant from a fixed location inside the Protected Market Area, unless at a Reserved Facility). For the avoidance of doubt, certain of our affiliates may own, establish, and/or operate, and license others to establish and operate restaurants using the "hoots®" mark inside the Protected Market Area. As between you and us, our affiliates and we retain all rights with respect to the licensing, franchising, development and operation of hoots® wings restaurants, or their products, services intellectual property or the like wherever located or operating for take-out, delivery, wholesale, retail or online sales anywhere ("**Hoots Activities**"). Hooters Restaurants are not hoots® wings restaurants, and hoots® wings restaurants may use the "Hooters®" mark (among other Marks) inside your Protected Market Area. Our permitting you to use any trademarks, service marks, copyrights or other intellectual property also used in Hoots Activities for any reason temporary or permanent, does not make your Hooters Restaurant part of Hoots Activities or a hoots® wings restaurant. We have sole discretion to determine what constitutes Hoots Activities as compared to the operation of a Hooters Restaurant, and no rights or obligations in the Franchise Agreement or Development Agreement in any way restrict Hoots Activities anywhere, or grant you any rights or protections of any kind with respect to any Hoots Activities.

D. Market, sell and distribute, directly or indirectly, or license others to sell and to distribute, directly or indirectly, any goods, services or products (including, without

limitation, the Products and Services), whether or not bearing the Marks or using the System, from any location (in the Protected Market Area or elsewhere) to any business or customer, including, without limitation, through retail kiosks, grocery or convenience stores or other retail outlets, and any other distribution channels without any compensation or obligation to you (including, without limitation, through retail, wholesale, mail order, delivery services, toll free numbers, or the Internet) ("**Alternative Channels of Distribution**"); however, this clause will not allow us to operate or license others to operate a Hooters Restaurant from a fixed location within the Protected Market Area under: (a) the System; and (b) the Marks, unless permitted at a Reserved Facility. We currently offer several Hooters branded products in Publix supermarkets.

E. Own and operate, or license others to own and operate, Hooters Restaurants located in the Protected Market Area that we or an affiliate purchases, or as to which Hoots Franchising or an affiliate purchases the rights as a brand owner, as part of another chain with locations both within and without the Protected Market Area, and that are converted to operate as Hooters Restaurants.

F. Engage in any act, or exercise any right, not expressly and exclusively provided to you under the Franchise Agreement.

You will not receive payment of any compensation from any of this competition. Again, the rights we and our affiliates retain, described above, do not in any way restrict our affiliates' ability to operate or grant others the right to operate hoots® wings restaurants anywhere and to provide delivery services by them anywhere.

hoots® wings Restaurants

As described in Item 1, our affiliate has owned and operated hoots® wings restaurants. You may or will directly or indirectly compete with the hoots® wings restaurants and any hoots branded ghost kitchens that are located near your Hooters Restaurant. Hoots Franchising shares our principal business address, and we and Hoots Franchising do not plan to maintain physically separate offices and training facilities for each franchise system. We have no formal process in place for resolving conflicts that might arise between your Hooters Restaurant and the Hooters® Restaurants or hoots® wings restaurants owned and operated (now and in the future) by our affiliates and related companies in terms of area of operation, customers, and franchisor support. As between you and us, we and our affiliates retain all rights with respect to Hoots Activities. We have sole discretion to determine what constitutes Hoots Activities as compared to the operation of a Hooters® Restaurant, and no rights or obligations in the Franchise Agreement or Development Agreement in any way restrict Hoots Activities anywhere, or grant you any rights or protections of any kind with respect to any Hoots Activities. For planning purposes, you should also assume that we or an affiliate will form or acquire other businesses, and that we or the affiliate will expand those other businesses, inside and outside your Protected Market Area. This expansion may be through the development of company-owned or affiliate-owned businesses, or through franchising.

Other than as described above, we do not operate, franchise, or have present plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those you will sell, but we may do so in the future.

Restriction on Franchisees and Area Developers

You may solicit and serve guests who are from inside or outside your Protected Market Area. Other than restrictions we impose on Delivery Services, there are no restrictions on you, any of our other franchisees, or us to prevent any party from soliciting or serving guests from anywhere. You may receive on-line, telephone, text, or other orders from anyone located anywhere for Products and Services to be purchased at, consumed at, or picked up at your Hooters Restaurant.

You may advertise your Hooters Restaurant anywhere you choose subject to our System Standards. Currently, our System Standards may limit you advertising your Hooters Restaurant by certain billboards or other advertisements in another Hooters Restaurant's Protected Market Area or by unapproved Third-Party Delivery Services and other non-Approved Suppliers.

No party is obligated to pay compensation to any other party for soliciting or serving guests from the other party's Protected Market Area, including the Protected Market Area of a Hooters Restaurant we operate. Because most solicitations will take the form of advertising in print or visual media, and because you often cannot restrict certain types of advertising to a small area, the advertisements will reach an audience outside your Protected Market Area. As a practical matter, however, in general we establish Protected Market Areas with the expectation that most guests of a Hooters Restaurant will either live or work within the Protected Market Area surrounding the Restaurant.

We have not established any minimum sales quota and do not require any specific level of sales volume or market penetration for you to maintain your rights to your Protected Market Area or Development Area. We will not reduce the size of your Protected Market Area or Development Area even if the population in them increases. Likewise, we will not expand their size if the population in them decreases.

ITEM 13

TRADEMARKS

We grant you a license to operate a Hooters Restaurant under the trade name "Hooters" and to use the other Marks we designate with the System. Our affiliate, HI Limited Partnership ("**HILP**"), owns the Marks, and licenses them to us under an IP License Agreement dated October 31, 2025 (the "**License Agreement**"), with the permission to use the Marks and to sublicense the Marks to you. We will sublicense the Marks to you, and you will use them along with the other components of the System.

The following is a list of the principal trademarks HILP owns that you may use in the operation of your Hooters Restaurant, subject to your use conforming to the Franchise Agreement, the Manuals, and the System Standards. These Marks are registered on the Principal Register of the United States Patent and Trademark Office (the "**PTO**"):

Proprietary Mark	Date Filed	Registration No.
	February 6, 1984	1,320,029
HOOTERS	January 23, 1989	1,557,380
	March 7, 1988	1,602,377
	June 3, 2014	4,545,042

HILP has filed all affidavits and renewals that were due as of the date of this Disclosure Document. HILP intends to file affidavits of use, affidavits of incontestability, and renewals, when due, for all of the Marks listed above; however, HILP may allow its rights to any Mark to lapse where it chooses to do so.

There are no currently effective determinations of the PTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, nor are there pending infringement, opposition, or cancellation proceedings, nor any pending material litigation, involving the Marks that may be relevant to your use of the Marks in any state in which we license you to operate.

The License Agreement gives us the right to use and sublicense the System (including the Marks, whether then existing or later created) in connection with the operation of restaurants in the United States and internationally. The License Agreement has a perpetual term. HILP may terminate the License Agreement only on notice to us and only if we fail to fully remedy a material violation of our obligations under the License Agreement.

There are no agreements in effect, other than the License Agreement, that significantly limit your right to use the Marks.

We know of no infringing uses that could materially affect our existing use, or your potential use, of the Marks. We are not obligated by the Franchise Agreement, or any other document or agreement, to protect any rights we grant you to use the Marks or to protect you against claims of infringement or unfair competition because you use the Marks. However, we have taken and will take all steps reasonably necessary to preserve and protect the ownership and validity of the Marks when it is in our best interests to do so.

If a party threatens or commences litigation involving the Marks or System against you, you must promptly notify us. We are not obligated to take over defense of the case; however, if we do so, we will control the defense, and you must cooperate fully with us in defending or settling the litigation.

If a licensed Mark is no longer used for any reason, including an infringement action or our decision that the Mark no longer benefits the System, we may substitute different marks for use in identifying the System and the Hooters Restaurants. If we do so, you must make the substitution at your sole expense. We will not reimburse you for any loss of revenue because of the change. We have no plans at this time to change the Hooters® name.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

We do not own any rights in or to any patents that are material to your Hooters® Restaurant.

Copyrights

The System includes the following copyrighted materials:

Item	Duration	Renewable	Registration Number	Date	Owner
Hooters® System Menu Text	75 Years	No	TX 1 845 751	5/8/86	HILP
Original Hooters Location Painting	75 Years	No	VA 492 884	11/21/91	HILP

In addition to these items, we claim copyright protection and proprietary rights in all copyrightable aspects of the System, including our Manuals, our website, correspondence and communications with you or other franchisees relating to the System, training, advertising and promotional materials, recipes, menu boards, product descriptions and other written materials used in operating a Hooters Restaurant.

We and HILP may copyright various training, advertising, and promotional materials. Other than the License Agreement, there are no agreements in effect that significantly limit our right to use or license any copyrighted materials. Our right to franchise the System depends on us complying with the terms of the License Agreement, as described in Item 13.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. There are no infringing uses actually known to us that could materially affect use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights or confidential information, although we intend to do so when we determine doing so is in the best interest of the System. We need not participate in your defense and/or indemnify you for damages or expenses in proceedings involving a copyright.

Proprietary Information

We have proprietary rights to the contents of our Manuals and to all other materials and information we create or use in the development and operation of the System. These items include our training materials, marketing programs, site selection criteria, plans and specifications for Hooters Restaurants, standards, methods, procedures, newsletters, policies, strategies, expansion plans, supplier lists, supplier price lists, buying strategies, advertising strategies, and all other materials, goods, and information we create or use and designate as confidential. They also include items that one would reasonably expect to be confidential, even if we do not expressly designate them as confidential. We refer to this material as the "**Confidential Information**." We claim trade secret protection in the recipes that are part of the System.

You must not, during the term of the Franchise Agreement or Development Agreement and after the applicable term ends, communicate, divulge, or use for the benefit of any other party any confidential information, knowledge, know-how, or techniques concerning our secret recipes or methods of operation of System and your Hooters Restaurant that you learned while you were our franchisee. You may divulge the Confidential Information only to your employees who need the information to operate your Hooters Restaurant. All information, knowledge, know-how, and techniques that we designate as confidential will be deemed confidential, except information that you can demonstrate came to your attention before we disclosed it to you; or which, after we disclosed it to you, became a part of the public domain through publication or communication by others. You must not at any time, without our prior written consent, make available in any way any of these materials or information to any unauthorized person.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your attention to the daily operation of your Hooters Restaurant is important for the success of the restaurant. As a result, you and your designated General Manager, who may be the same person, must participate personally in the management and operation of the Restaurant by devoting your and the General Manager's full time, energy, and best efforts to its operation and promotion.

Only individuals who have successfully completed our Initial Training program (or whom you have trained if we have certified you to train additional employees), and who have successfully completed any additional training programs we reasonably require, may manage your Hooters Restaurant. Aside from your General Manager, we do not require your other supervisors to successfully complete our training program. We do not require your General Manager to have any equity interest in your business. If you are a business entity like a corporation, partnership or limited liability company, your General Manager must complete our training program to our satisfaction. Your General Manager must have the authority to speak with us on your behalf and make an agreement between us and you on your behalf.

If you are a business entity like a corporation, partnership, or limited liability company, we refer to certain individuals who own any equity in you as your "**Owners**." An Owner is: (i) a natural person who owns or holds any equity of you; and (ii) a natural person who owns or holds any interest in any business entity that holds any equity interest in you. If there are no such natural persons, your Owner is an equity holder who "owns" equity whether the ownership is direct, indirect, or beneficial. Owners also include spouses of Owners, unless no marital assets are used to qualify for financing to develop or operate the franchise.

If you are a business entity, your Owners must sign an Owners Guaranty, a form of which is attached to this Disclosure Document as Exhibit A, Schedule F and as Exhibit B, Schedule D. The Owners Guaranty requires those who sign it to assure us that they will pay all monetary obligations under the Franchise Agreement, that they will fulfill all your other obligations under the Franchise Agreement, and that they will each be individually bound by the terms of the Franchise Agreement and Development Agreement, if applicable, including for example, the confidentiality and non-competition covenants in each agreement. If any of the direct or indirect assets of spouses or life partners of Owners, jointly owned, tenancy by the entities or individual or used by the Owners to qualify financially for the purchase of the Hooters Restaurant(s), or they will participate in the management or operating of you or the Hooters Restaurant(s) we may treat them as Owners and require those spouses or life partners to sign the Owner's Guaranty.

Your management personnel and any employee who has access to our Confidential Information must sign a confidentiality and non-competition agreement in a form that we have approved. The confidentiality and non-competition agreement must prohibit the individuals who sign it from reproducing or distributing our Confidential Information. It also must require the individuals to maintain at least the same level of security for our Confidential Information as you maintain for your own. After the Franchise Agreement or Development Agreement expires or is terminated, the confidentiality provisions of the confidentiality and non-competition agreement must remain in force for the lesser of two years or the longest time permitted by applicable law. Confidential Information about our food and beverage recipes, lists of ingredients, and preparation and serving instructions will remain secret and confidential forever. The covenants not to compete in the confidentiality and non-competition agreement must prohibit employees who sign it from competing with you and us during the term of their employment and for 2 years after your employment of them ends.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer all Products and Services we designate in our sole discretion. But, we may designate some Products and Services as optional items. If we do so, they will be specified in our Manuals as optional items. You may offer these optional items, but we do not require you to do so. We have no established criteria that you must satisfy before we permit you to offer optional items.

You must offer only the Products and Services and may not offer any product or service that we have not approved. If you desire to purchase or sell any products or services that we have not previously approved, you must submit a written request to us for approval and follow the procedure described in Item 8 of this Disclosure Document.

We have the right to add to, delete from, and modify our list of required, optional, and approved Products, Services Restaurant Items, and Approved Suppliers. We may approve an unapproved item or supplier and make it required or optional. We may make an optional item or supplier required or unapproved. We may make a required item or supplier optional or unapproved. We may add additional items or suppliers to any category and there are no limits on our right to do so.

You must conduct the business in your Hooters Restaurant as required in the Manuals. You may use the restaurant premises only for the operation of a Hooters Restaurant. You may not allow slot machines, gambling devices, electronic or manual games, pool table or juke boxes or any

coin-operated vending machine, online gaming, gambling or the like to be located at the Hooters Restaurant except as described in the Manuals or as we otherwise approve in writing.

We do not limit you in the guests to whom you may sell Products and Services. You may solicit any guests, no matter who they are or where they are located; however, all sales of Products or Services must be at your Hooters Restaurant unless we authorize you, in writing, to offer them at another location or by delivery. We may designate maximum and minimum retail prices to the extent permitted by governing law.

You must provide delivery services in compliance with the Manuals and the System Standards that we periodically specify, but only directly to end user customers through Third-Party Delivery Providers or any other delivery methods as we periodically prescribe in writing. You must comply with the standards for independent third-party ordering and delivery services we periodically establish, including using the food containers, thermal bags or other storage devices we designate, providing a reasonable amount of additional condiments, napkins and utensils as deemed appropriate, sealing the delivery bags with the appropriate tamper-evident sticker or other approved methods, and ensuring the food safety, quality and temperature maintenance of the products.

You may not engage in any trade practice or other activity, sell any product, or offer any service that is harmful to the goodwill or the reputation of the System. You may not engage in deceptive or unfair trade practices. You may not violate any applicable law, governmental rule or regulation. These limitations are tied closely to the Hooters image and other Marks, purpose, and marketing strategy, and if you were to change any of these, you would fundamentally change the nature of the business conducted at all Hooters Restaurants.

We have the right to modify System Standards which may accommodate regional or local variations, and any such modifications may obligate you to invest additional capital in the Hooters Restaurant ("**Capital Modifications**") and/or incur higher operating costs. We will give you 30 days to comply with Capital Modifications but if a Capital Modification requires an expenditure of more than $15,000, we will give you 90 days to comply. Otherwise, there is no limit on your requirement to make Capital Modifications. Capital Modifications are in addition to costs you incur to repair, replace, refurbish, and maintain your Hooters Restaurant. In addition, Capital Modifications do not include expenditures you are required or choose to make to comply with applicable laws, governmental rules or regulations (e.g., ADA compliance).

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

These tables list 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 (or Other Agreement if applicable)	Summary
a. Length of the franchise term	Section 2.1 of Franchise Agreement Section 4 of Development Agreement	10 years after the opening of the Restaurant. Development Agreement term is as set forth in the Development Schedule.
b. Successor Franchise or extension of the term	Section 2.2 of Franchise Agreement	Two 5-year terms.
c. Requirements for you to renew or extend	Section 2.2 of Franchise Agreement	You must: (i) give us notice of your request to renew; (ii) pay us a Successor Franchise Fee of 25% of the then-current Initial Franchise Fee for new franchisees, or if greater, $25,000; (iii) be in compliance with your agreements with us and our affiliates; (iv) have been in substantial compliance with the Manuals during the Initial Term; (v) are current with respect to your obligations to your lessors, suppliers and other third parties; (vi) enter into our then-current form of franchise agreement for Successor Franchisees (or, if not available, our then-current form of franchise agreement for new franchisees), which may contain terms that are materially different than your original Franchise Agreement; and (vii) together with your Owners, enter into a release in substantially the form attached as Exhibit C, Schedule C-1 to this Disclosure Document.
d. Termination by you	None	You do not have the right to terminate.
e. Termination by us without cause	None	We do not have the right to terminate without cause.

Provision	Section in Franchise (or Other Agreement if applicable)	Summary
f. Termination by us with cause	Sections 1 and 14 of Franchise Agreement Section 7 of Development Agreement	We can terminate only if you default. If we terminate your Franchise Agreement for cause, we may also terminate your Development Agreement with us.
g. "Cause" defined – curable defaults	Section 14 of Franchise Agreement Sections 6.3 and 6.4 of Development Agreement	You may cure defaults that occur where you (i) fail to pay any moneys owed to us; (ii) you fail to pay any monies owed to third parties, including your lenders or landlord; (iii) operate the Franchised Business in a manner resulting in a threat or danger to public health; (iv) sell unauthorized products or purchase products from an unapproved supplier; (v) fail to comply with all laws; (vi) default under any other agreement with us or our affiliates; (vii) understate your sales in any payment to us by 4% or more; (viii) fail to operate the Franchised Business during mandatory operating hours; (ix) are unable or unwilling to provide an individual to act as your manager and who is able to complete required training; (x) fail to submit insurance certificates; (xi) fail to maintain health and sanitation standards; fail to comply with our standards and Manuals; (xii) you fail to comply with any other provision of the Franchise Agreement. Developer (i) fails to pay monies due to us or our affiliates; (ii) fails to comply with applicable laws; or (iii) fail to cure any other curable default.
h. "Cause" defined – non-curable defaults	Sections 14.1 and 14.2 of Franchise Agreement	You cannot cure defaults that occur where you: (i) are insolvent (termination on bankruptcy may not be enforceable under federal bankruptcy law); (ii) fail to acquire a site for your Franchised Business within prescribed time; (iii) fail to open within the prescribed time; (iv) cease to operate for 5 consecutive days; (v) are convicted of certain crimes; (vi) improperly transfer your rights under the Franchise Agreement or otherwise violate the transfer restrictions in the

Provision	Section in Franchise (or Other Agreement if applicable)	Summary
		Franchise Agreement; (vii) fail to comply with non-competition agreement or fail to obtain individual non-competition agreements; (viii) are convicted of a crime; (ix) disclose our Confidential Information or Trade Secrets; (x) maintain false books or records, or submit any false reports to us; (xi) misuse or make unauthorized use of our Marks; (xii) fail to open the Franchised Business on time; (xiii) lose your interest in the lease or sublease for the Franchised Business; (xiv) default under the Franchise Agreement 2 or more times during any 52-week period, whether or not you cure the defaults; (xv) engage in fraudulent, unfair, unethical or deceptive conduct; (xvi) offer or provide delivery services from your Franchised Business through a provider other than a Third-Party Delivery Provider or any other method that we have not prescribed; (xvii) lose your interest in the lease or sublease for the Franchised Business; or (xviii) misuse or make unauthorized use of our Marks. There is no provision in the Franchise Agreement that permits us to terminate your Franchise Agreement(s) if your Development Agreement is terminated.
	Sections 6.1 and 6.2 of Development Agreement	You cannot cure defaults that occur where you: (i) are insolvent; (ii) fail to meet your Development Schedule; (iii) have any of your Franchise Agreements terminated; (iv) breach any Franchise Agreement 3 or mor times in any 12 month period.
i. Your obligations on termination/ nonrenewal	Section 15 of the Franchise Agreement	You must: (i) cease to operate Restaurant; (ii) cease to use the Confidential Information and Marks; (iii) de-identify; (iv) cancel assumed name or other registrations; (v) pay all sums owed to us or our affiliates before termination or nonrenewal; (vi) as compensation for lost future royalties and ad fees, pay to us liquidated damages; (vii) return all of our property

Provision	Section in Franchise (or Other Agreement if applicable)	Summary
		(including our Manuals and other Confidential Information); (viii) give us all your information related to operating the business; (ix) inventory all assets of business to permit us to exercise our option to purchase the assets if we want; (x) transfer your liquor licenses and telephone number to us; (xi) pay to us all of our actual and consequential damages associated with the breach of any noncompetition, confidentiality or trade secret covenants, or harm to our Marks and goodwill; (xii) pay all of our attorneys' fees, costs and expenses associated with enforcing our rights against you.
j. Assignment of contract by franchisor	Section 13.1 of Franchise Agreement Section 7.1 of Development Agreement	No restriction on our right to assign.
k. "Transfer" by you – defined	Section 13.2 of Franchise Agreement Section 7.2 of Development Agreement	Includes transfer of the Franchise Agreement, any interest in the Franchise Agreement, the license to use the System and the Marks, the Franchised Business or substantially all of the assets of the Franchised Business, or an interest in the ownership of the franchisee (if you are an entity). Includes any direct, indirect, or beneficial interest of (a) Developer; (b) the Development Agreement; or (b) the rights and obligations of Developer under the Development Agreement.
l. Our approval of transfer by you	Section 13.2 of Franchise Agreement Section 7.2 of Development Agreement	Neither you nor other owners of the interests described in k. above can transfer without first obtaining our written approval.

Provision	Section in Franchise (or Other Agreement if applicable)	Summary
m. Conditions for our approval of transfer	Section 13.2 of Franchise Agreement	For any transfer, we may require: (i) the payment of any amounts due; (ii) compliance with the Franchise Agreement and any other agreements with us or our affiliates; (iii) you submit an application for our approval and pay the Transfer Application Fee; (iv) compliance with a transfer and assignment agreement, which includes a release; (v) signing of the then-current form of Franchise Agreement and related agreements, which may contain terms that differ materially from the current Franchise Agreement; (vi) payment of transfer fee of the greater of $25,000 or 25% of then-current Initial Franchise Fee (or $2,500 for a non-controlling interest or to entities you own or control); (vii) renovate the Restaurant; (viii) completion of training programs by transferee and its manager; and (ix) assuming the lease, or sublease, the premises.
	Section 7.2 of Development Agreement	(i) Transfer of the Development Agreement is made in conjunction with a simultaneous transfer of all comparable interests held by the transferor under all the applicable Franchise Agreements; and (ii) Developer has satisfied all requirements for transfers in the Franchise Agreements.
n. Our right of first refusal to acquire your business	Section 13.4 of Franchise Agreement	We have 30 days to match any offer. We may substitute cash for any form of payment at a discounted amount if an interest rate will be charged on any deferred payments, our credit will be deemed equal to that of any proposed purchaser, we will have no less than 90 days to prepare for closing and we receive all customary representations and warranties, as we specify.

Provision	Section in Franchise (or Other Agreement if applicable)	Summary
o. Our option to purchase your business	Section 15.6 of Franchise Agreement	If the Franchise Agreement is terminated or expires without renewal, we have the option to purchase any or all of the assets of the Restaurant at an agreed value as determined between you and us. If we cannot agree, the agreed value will be fair market value. See Franchise Agreement for the calculation of fair market value.
p. Death or disability of franchisee	Section 13.5 of Franchise Agreement	Within one year from your death or incapacity, you must transfer all rights and interests to a transferee who complies with the transfer requirements in m., above.
q. Non-competition covenants during the term of the franchise	Sections 9.3 and 15.3 of Franchise Agreement Section 8.3.3 of Development Agreement	You must not be involved in a competing business anywhere or divert business from your Franchised Business or the System. A competing business generally means a similar type of business that offers products the same as or similar to the products offered at the Franchised Business, and that features female sex appeal.
r. Non-competition covenants after the franchise is terminated or expires	Sections 9.3 and 15.33 of Franchise Agreement Section 8.3.4 of Development Agreement	You must not have any involvement in any competing business for 2 years and must not (i) engage in competing activity (i.e., being involved, directly or indirectly, in a competing business) within your current or former Protected Area(s), or within a 10-mile radius of any other Hooters Restaurant; or (ii) divert business from the Franchised Business or the System.
s. Modification of the agreement	Section 21.4 of Franchise Agreement Section 13 of Development Agreement	No modifications without all parties' written agreement, but we may periodically change the Manuals and other directives. However, if we propose a change or amendment to all Franchise Agreements, we can automatically amend all Franchise Agreements to implement that amendment if 65% of existing Hooters® franchisees vote (one vote per restaurant) in favor of that amendment.

Provision	Section in Franchise (or Other Agreement if applicable)	Summary
t. Integration/merger clause	Section 21.4 of Franchise Agreement Section 13 of Development Agreement	Only the terms of the Franchise Agreement and Development Agreement are binding (subject to state law). All representations or promises made outside the scope of the Disclosure Document and Franchise Agreement and Development Agreement may not be enforceable. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution	Section 20 of the Franchise Agreement Section 15 of Development Agreement	Subject to state law, any litigation between the Parties and any of their respective affiliates will be conducted on an individual basis and not part of a class action.
v. Choice of forum	Section 20.3 of Franchise Agreement Section 15.4 of Development Agreement	Subject to state law, all litigation relating to or arising out of this Agreement is to be resolved in any court within state court system of Florida, including the state and federal courts sitting within the State of Florida
w. Choice of law	Section 20.2 of Franchise Agreement Section 15.3 of Development Agreement	State of Florida law applies, subject to state law.

ITEM 18

PUBLIC FIGURES

We do not use any public figures to promote our franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Sal Melilli, HOA Future Franchising, LLC at 107 Hampton Road, Suite 200, Clearwater, FL 33759, smelilli@hooters.com, 727-725-2551, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary for Years 2023 To 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	102	97	-5
	2024	97	92	-5
	2025	92	118	+26
Company-Owned	2023	194	195	+1
	2024	195	153	-42
	2025	153	76	-77
Total Outlets[1]	**2023**	**296**	**292**	**-4**
	2024	**292**	**245**	**-47**
	2025	**245**	**194**	**-54**

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
Total	2023	0
	2024	0
	2025	0

Table No. 3
Status Of Franchised Outlets for Years 2023 To 2025

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Alabama	2023	4	0	2	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	3	0	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Arkansas	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
Arizona	2023	5	0	0	0	0	0	5
	2024	5	0	1	0	0	0	4
	2025	4	0	0	0	0	1	3
California	2023	8	0	1	0	0	0	7
	2024	7	0	1	0	0	0	6
	2025	6	0	0	0	0	2	4
Colorado	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	2	3
Connecticut	2023	2	0	0	0	0	0	2
	2024	2	0	1	0	0	0	1
	2025	1	0	0	0	0	0	1
Delaware	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Florida	2023	29	0	0	0	0	0	29
	2024	29	0	0	0	0	0	29
	2025	29	1	0	0	11	0	19
Illinois	2023	11	0	0	0	0	0	11
	2024	11	0	0	0	0	0	11
	2025	11	1	0	0	11	0	1
Indiana	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Iowa	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
Kansas	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	3	0	0	0	0	3
Kentucky	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2024	0	4	0	0	0	0	4
Louisiana	2023	9	0	0	0	0	0	9
	2024	9	0	0	1	0	0	8
	2025	8	0	0	0	0	1	7
Maryland	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Massachusetts	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Michigan	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Minnesota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Mississippi	2023	2	0	1	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Missouri	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	5	0	0	0	0	5
Nebraska	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Nevada	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	1	0
New Jersey	2023	4	1	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	3	2
New Mexico	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
New York	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
North Carolina	2023	1	0	0	1	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	8	0	0	0	0	8
Ohio	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	3	0	0	0	0	3
Oklahoma	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
Pennsylvania	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Rhode Island	2023	1	0	0	0	0	0	1
	2024	1	0	1	0	0	0	0
	2025	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
South Carolina	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	4	0	0	0	0	4
Tennessee	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	8	0	0	0	0	8
Virginia	2023	5	0	0	1	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	7	0	0	0	0	11
Totals[1]	**2023**	**102**	**1**	**4**	**2**	**0**	**0**	**97**
	2024	**97**	**0**	**4**	**1**	**0**	**0**	**92**
	2025	**92**	**58**	**0**	**0**	**22**	**10**	**118**

Table No. 4
Status of Company-Owned Outlets for Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Alabama	2023	6	0	0	0	0	6
	2024	6	0	0	2	0	4
	2025	4	0	0	3	1	0
Arkansas	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
	2024	3	0	0	1	2	0
Florida	2023	19	0	0	0	0	19
	2024	19	0	0	4	0	15
	2025	15	0	11	6	0	20
Georgia	2023	20	0	0	0	0	20
	2024	20	0	0	4	0	16
	2025	16	0	0	6	0	10
Illinois	2023	3	0	0	0	0	3
	2024	3	0	0	1	0	2
	2025	2	0	11	1	1	11
Indiana	2023	11	0	0	0	0	11
	2024	11	0	0	2	0	9
	2025	9	0	0	4	1	4
Iowa	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	2	0
Kansas	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
	2025	3	0	0	0	3	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Kentucky	2023	7	0	0	0	0	7
	2024	7	0	0	2	0	5
	2025	5	0	0	1	4	0
Maryland	2023	3	0	0	0	0	3
	2024	3	0	0	1	0	2
	2025	2	0	0	1	1	0
Michigan	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
	2025	3	0	0	2	1	0
Mississippi	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	1	0
Missouri	2023	9	0	0	0	0	9
	2024	9	0	0	3	0	6
	2025	6	0	0	1	5	0
Nebraska	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	1	0
North Carolina	2023	13	0	0	0	0	13
	2024	13	0	0	4	0	9
	2025	9	0	0	1	8	0
Ohio	2023	4	0	0	0	0	4
	2024	4	0	0	0	0	4
	2025	4	0	0	1	3	0
Oklahoma	2023	5	0	0	0	0	5
	2024	5	0	0	1	0	4
	2025	4	0	0	2	2	0
South Carolina	2023	8	0	0	0	0	8
	2024	8	0	0	1	0	7
	2025	7	0	0	3	4	0
Tennessee	2023	13	0	0	0	0	13
	2024	13	0	0	1	0	12
	2025	12	0	0	4	8	0
Texas	2023	51	1	0	0	0	52
	2024	52	1	0	16	0	37
	2025	37	0	0	6	0	31
Virginia	2023	8	0	0	0	0	8
	2024	8	0	0	1	0	7
	2025	7	0	0	0	7	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Wisconsin	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	1	0	0
Totals[1]	**2023**	**194**	**1**	**0**	**0**	**0**	**195**
	2024	**195**	**1**	**0**	**43**	**0**	**153**
	2025	**153**	**0**	**22**	**44**	**55**	**76**

Table No. 5
Projected Openings as of December 28, 2025

State	Franchise Agreements Signed With Predecessor But Restaurant Not Open	Projected New Franchised Restaurants In Next Fiscal Year	Projected New Company-Owned Restaurants In Next Fiscal Year
Florida	0	1	0
Total	**0**	**1**	**0**

Notes:

1. As part of the Transaction, Predecessor's affiliates sold 57 Company-Owned Restaurants to Hoot Owl and 54 Company-Owned Restaurants to Hooters, Inc. The Restaurants that were sold to Hoot Owl became Franchised Outlets and are captured as "Openings" in 2025. As a result, it may appear that there are more franchisees joining the Hooters network than would have been reflected in years past. Please note that no new Hooters Restaurants opened in 2025, and all "Openings" in 2025 are a result of the Transaction.

Exhibit E-1 is a list of franchisees and/or licensees as of December 28, 2025, and the addresses and telephone numbers of each of their outlets. Exhibit E-2 contains the names, city and state, and current business telephone numbers (or, if unknown, the last known home telephone numbers) of franchisees who had Hooters Restaurants terminated, canceled, or not renewed, or who otherwise voluntarily or involuntarily ceased doing business under our Franchise Agreement, during our last fiscal year or who have not communicated with us within 10 weeks of this Disclosure Document's issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. Exhibit E-3 contains the names, addresses and telephone number of each Restaurant owned by our affiliate.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Hooters® franchise system. There are franchisees who have signed confidentiality provisions with Predecessor within the past 3 years restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you. For information about the Hooters Franchisee Association, please contact the main franchisee representative, Gary McCully at 337 East Main St, Newark, DE 19711, (484)-883-2249, Gary@attilawings.com. There are no other trademark-specific franchisee organizations associated with the Hooters franchise system.

ITEM 21

FINANCIAL STATEMENTS

Our fiscal year end was December 28, 2025. Attached to this Disclosure Document as Exhibit F is the audited balance sheet opinion as of the end of our first fiscal year selling franchises. We have not been in business for three years or more and cannot include all the financial statements required by the FTC Franchise Rule for our last three fiscal years.

ITEM 22

CONTRACTS

The following agreements are attached to this Disclosure Document in the following order:

Agreement	Exhibit/Schedule
Franchise Agreement and Related Agreements	**Exhibit A**
Key Information	Schedule A
List of Principal Owners	Schedule B
Statement of Principal Owners	Schedule C
Authorization Agreement for ACH Payments	Schedule D
Collateral Assignment of Lease	Schedule E-1
Lease Rider	Schedule E-2
Owners' Guaranty	Schedule F
Special Stipulations (if any)	Schedule G
State Law Addenda	Schedule H
Development Agreement and Related Agreements	**Exhibit B**
Key Information	Schedule A
Form of Franchise Agreement	Schedule B
List of Owners	Schedule C
Owners' Guaranty	Schedule D
State Law Addenda	Schedule E
Other Agreements	**Exhibit C**
General Release	Exhibit C-1
CPO Membership Agreement	Exhibit C-2
Statement of Prospective Franchisee	Exhibit C-3
Table of Contents of Manuals	**Exhibit D**
List of Franchisees	**Exhibit E (E1-E3)**
Financial Statements	**Exhibit F**
State Agencies/Agents for Service of Process	**Exhibit G**
State Addenda to Disclosure Document	**Exhibit H**

Agreement	Exhibit/Schedule
State Effective Dates Page	**Exhibit I**
Receipts	**Exhibit J**

ITEM 23

RECEIPTS

The last 2 pages of this Disclosure Document (Exhibit J) are identical pages acknowledging receipt of this entire Disclosure Document.

EXHIBIT A

FRANCHISE AGREEMENT AND RELATED AGREEMENTS

Hooters® Franchise Agreement

Between

HOA Future Franchising, LLC
107 Hampton Road, Suite 200
Clearwater, Florida 33759

and

[Franchisee Entity]

[Address, City, State Zip]

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HOA FUTURE FRANCHISING, LLC
Franchise Agreement

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into as of the date specified in Schedule A ("Effective Date") (all exhibits and schedules attached to this Agreement are hereby incorporated by this reference), by and between HOA FUTURE FRANCHISING, LLC, a Delaware limited liability company with our principal business address at 107 Hampton Road, Suite 200, Clearwater, Florida 33759 ("we," "us," or "our"), and the franchisee specified in Schedule A ("Franchisee," "you" or "your"). We and you are referred to herein individually as a "Party" and collectively as the "Parties."

Recitals

A. Through the expenditure of considerable time and effort, we and our affiliates have developed a distinctive business format and operating procedures (collectively, the "System") relating to the development, establishment, and operation of casual dining restaurants that offer via dine in, catering, take-out and delivery chicken wings, seafood and burgers, together with beer, wine, and liquor and other food and beverage offerings and merchandise under the "HOOTERS®" trademark (the "Primary Mark") and featuring the "Hooters® Girls."

B. The distinguishing characteristics of the System include our distinctive exterior and interior layouts, designs, and color schemes; our distinctive signage, decorations, furnishings and materials; our software and computer programs; our selection of Products and Services (as defined herein); our proprietary recipes and formulae ("Recipes") used to create our proprietary flavorings or ingredients and/or our proprietary products; our distinctive techniques for packaging, displaying, and merchandising, Products and Services; our advertising and marketing programs and materials; our relationships with our vendors; our methods of operating a food-related business; our operations and administrative systems; our training programs; our methods and techniques for inventory and cost controls, recordkeeping, and reporting; our customer service standards; and any guidelines, standards, specifications, rules, procedures, policies, methods, requirements, and directives we establish, including our standards and specifications as to Recipes, ingredients, food and beverage preparation, food storage, interior and exterior design and décor, sanitation, maintenance, and equipment (the "System Standards") set out in our confidential operations manuals (the "Manuals") and otherwise in writing. We may change, improve, add to, and further develop the elements of the System from time to time.

C. We identify businesses operating under the System by means of certain names and marks, including the Primary Mark, as well as other trade names, service marks, trademarks, logos, insignias, slogans, emblems, symbols, and designs that we have designated or may in the future designate for use with the System (collectively, the "Marks"). We and our affiliates may modify the Marks from time to time, adding new trade names, service marks, and trademarks which also will be included in the term "Marks."

D. We refer to the restaurants that use the System and are identified by the Marks as "Hooters Restaurants." You desire for us to grant you a franchise to operate a Hooters Restaurant, using the Marks and System, and for us to provide you with certain training and other assistance in connection with the development and operation of the Hooters Restaurant, all as set forth in and subject to this Agreement.

In consideration of the foregoing and the mutual promises and commitments set forth in this Agreement, you and we agree as follows:

1 GRANT

1.1 Grant. Subject to the terms of, and upon the conditions contained in this Agreement, we grant you, and you accept the grant of, a franchise for the right, license and privilege to operate a single (one) Hooters Restaurant using the Marks and System (collectively, the "Franchised Business"). The Franchised Business will be operated only at the location specified in Schedule A to this Agreement (the "Site") or, if we have not yet accepted a site for the Franchised Business as of the date of this Agreement, at a location that we have accepted in accordance with this Agreement within the geographic area specified in Schedule A (the "Site Selection Area").

1.2 Acceptance of License. You hereby accept the license granted in Section 1.1 and agree to operate the Franchised Business according to the provisions of this Agreement for the entire Term of this Agreement.

1.3 No Subfranchising. YOU HAVE NO RIGHT TO GRANT SUBFRANCHISES TO OTHERS. YOU MUST NOT, AND MUST NOT ATTEMPT TO, GRANT SUBFRANCHISES TO OTHERS.

1.4 Restrictions. You must use the Site solely for the operation of the Franchised Business. You must not use or permit the use of the Site for any other purpose or activity at any time without first obtaining our written consent. You must not locate or permit to be located on or about the Franchised Business or any other area of the Site any slot machines or gambling devices, or any coin-operated machines for vending of any merchandise, entertainment devices for the playing of electronic or manual games or for any similar purpose, pool tables or juke boxes, except as prescribed in the Manuals or as we may otherwise approve in writing. You may only engage in the sale of Products and Services under the System from the Franchised Business to the ultimate consumer. You must not permit the sale of products or services that we have not approved or authorized as part of the System without our prior express written consent. We may prescribe conditions as we determine appropriate under which you may sell such products or services. "Products and Services" currently include a menu featuring chicken wings and other food and beverage offerings that we designate or approve from time to time in our sole discretion. We may create new Products or Services or change, alter, amend, substitute or discontinue any Products or Services in our sole discretion from time to time.

1.5 Protected Market Area. We will also designate a geographic area as your "Protected Market Area." We will designate the Protected Market Area at the time you sign this Agreement if you choose your Site at that time, or within ten (10) days of our approval of your Site. We will specify the Protected Market Area as we deem appropriate in our sole judgment. The Protected Market Area may be irregularly shaped and may be based on Google Earth/Google Maps or other GPS or population mapping software. The Protected Market Area will consist of the Site and the geographic area designated in Schedule A as your Protected Market Area. After we designate the Protected Area, we are not obligated to modify your Protected Market Area if the population in it, zip code(s) associated with it, or other factors associated with it, later changes. Except as otherwise provided in this Agreement, during the Term of this Agreement, so long as you are in compliance with this Agreement, we will not establish or operate, or license any other person to establish or operate, a Hooters Restaurant at any location within the Protected Market Area. If you

relocate the Franchised Business pursuant to the terms of this Agreement, we will specify a Protected Market Area for the new location.

1.6 Reserved Rights. We retain all other rights not expressly granted to you in this Agreement. Among other things, and on any terms and conditions as we deem appropriate in our judgment, and without granting you any rights therein, we may:

1.6.1 Own, acquire, establish, and/or operate and license others to establish and operate, Hooters Restaurants at any location outside the Protected Market Area notwithstanding their proximity to the Protected Market Area or the Site or their actual or threatened impact on sales at the Franchised Business.

1.6.2 Own, acquire, establish, and/or operate, and license others to establish and operate Hooters Restaurants under the Marks at Reserved Facilities (as defined below) at any location within or outside the Protected Market Area. As used in this Agreement, "Reserved Facilities" will mean: include limited access and captive audience facilities, concession departments, separate areas, and other types of institutional accounts, which may include (i) airports, bus and railroad terminals, and other public transportation facilities, (ii) sports arenas, stadiums, and facilities, (iii) gasoline service stations, highway rest stops, and travel plazas, (iv) amusement parks or centers, zoos, parks, aquariums, museums, art centers, concert venues, theaters, drive-in theaters, movie theaters, amphitheaters, casinos, and other entertainment or tourist facilities, (v) supermarkets, convenience stores, department stores, outlet malls, and enclosed malls, (vi) food courts, (vii) hospitals and other health care facilities, (viii) universities, schools, and education facilities, (ix) convention centers, (x) military bases, and (xi) office buildings, business complexes, condominiums, dormitories, other high-density locations, and other similar non-restaurant locations.

1.6.3 Own, acquire, establish, and/or operate and license others to establish and operate businesses: (a) using the Marks (but not the Primary Mark, except for hoots® wings restaurants which may use the Primary Mark and other Marks in your Protected Market Area) and other marks in connection with the operation of such businesses; (b) which businesses may be similar to or different from Hooters Restaurants; and (c) which may be located within or outside the Protected Market Area, despite the proximity of such businesses to the Site (but this clause will not allow us to operate or license others to operate a Hooters Restaurant from a fixed location inside the Protected Market Area, unless at a Reserved Facility). For the avoidance of doubt, certain of our affiliates may own, establish, and/or operate, and license others to establish and operate restaurants using the "hoots®" mark inside the Protected Market Area. As between the Parties, our affiliates and we retain all rights with respect to the licensing, franchising, development, and operation of hoots® wings restaurants, or their products, services intellectual property or the like, regardless of whether such licensing, franchising, development, or operations are located or operating for take-out, delivery, wholesale, retail, or online sales anywhere ("Hoots Activities"). Hooters Restaurants are not hoots® wings restaurants, and hoots® wings restaurants may use the Primary Mark (among other Marks) inside your Protected Market Area. Our permitting you to use any trademarks, service marks, copyrights or other intellectual property also used in Hoots Activities for any reason, temporary or permanent, does not make the Franchised Business part of Hoots Activities or a hoots® wings restaurant. We have sole discretion to determine what constitutes

Hoots Activities as compared to the operation of a Hooters Restaurant, and no rights, duties, covenants, promises or obligations in the Agreement in any way restrict Hoots Activities anywhere, or grant you any rights or protections of any kind with respect to any Hoots Activities.

1.6.4 Market, sell and distribute, directly or indirectly, or license others to sell and to distribute, directly or indirectly, any goods, services or products (including, without limitation, the Products and Services), whether or not bearing the Marks or using the System, from any location (in the Protected Market Area or elsewhere) to any business or customer, including, without limitation, through retail kiosks, grocery or convenience stores or other retail outlets, locations associated with activities like gambling locations, casinos or sports books, sporting events, airports, mass transit terminals, malls or office building cafeterias, at sporting even venues, and any other alternative distribution channels without any compensation or obligation to you (including, without limitation, through Delivery Kitchens, retail, wholesale, mail order, Delivery Services, toll free numbers, the Internet, intranet, catalog sales, websites, e-mail or other forms of e-commerce); however, this clause will not allow us to operate or license others to operate a Hooters Restaurant physically located within the Protected Market Area under: (a) the System; and (b) the Marks, unless permitted at a Reserved Facility. "Delivery Kitchens" include kitchens devoted to the preparation of products or Products (often referred to as ghost, dark, or cloud kitchens), which may use the Marks and may deliver to customers located anywhere.

1.6.5 Advertise, or authorize others to advertise, using the Marks anywhere, including inside and outside any Protected Area.

1.6.6 Acquire, be acquired by, or merge with another entity with existing businesses or franchises that are similar to or competitive with the Franchised Business anywhere (including inside and outside the Protected Area) and (i) convert the other businesses to be Hooters Restaurants operating under the Marks and the System (except inside your Protected Area), (ii) permit the other businesses to continue to operate under another name anywhere (including inside your Protected Area), and/or (iii) permit the businesses to operate under another name and convert your Franchised Business and existing Hooters Restaurants to such other name.

1.6.7 Engage in any act or exercise any right not expressly and exclusively provided to you under this Agreement.

1.7 Delivery Services.

1.7.1 You must provide delivery services in compliance with the Manuals and the System Standards that we periodically specify, but only through the Franchised Business, directly to end user customers through approved third-party ordering and delivery service providers (each a "Third-Party Delivery Provider"), or such other delivery methods as we approve in advance.

1.7.2 You will not receive any exclusive or protected delivery area around the Franchised Business for engaging in delivery or sale for delivery of the Products and Services ("Delivery Services"). We and our affiliates may provide, and/or allow our or their franchisees/licensees and/or Third Party Delivery Providers to provide, Delivery

Services to customers located in your Protected Market Area (and elsewhere) without any restrictions whatsoever. We will establish from time to time System Standards that may require you to concentrate your Delivery Services within your Protected Market Area, or some other geographic area we designate or approve from time to time (the "Delivery Area"). We may restrict where you may engage in Delivery Services, and we may designate one or more Third-Party Delivery Providers as the sole or designated Third-Party Delivery Provider(s) in conjunction with your Delivery Services, and require you to contract with and comply with your agreements for them. Our System Standards may require you to direct customers for Delivery Services outside your Delivery Area to other Hooters Restaurants, or decline to sell the Products and Services to them. Our System Standards may permit Third-Party Delivery Providers to direct and allocate Delivery Services among delivery service areas they or we may designate. Because of the evolving nature of the food to-go and delivery service sector, these System Standards for Delivery Services may change and evolve at any time. We will not be liable for any reduction in your sales or profits as a result of changes to these Delivery Services or our System Standards for engaging in Delivery Services.

1.7.3 You must comply with all Laws at all times in offering Delivery Services, including, but not limited to, obtaining and maintaining all required permits, licenses, consents and waivers required by any Laws. You also agree to comply fully with the standards for use of Third-Party Delivery Provider, as established by us from time to time, including, but not limited to: using such food containers, thermal bags or other storage devices we may designate to the Third-Party Delivery Provider or you; providing such amount of additional condiments, napkins and utensils as we deem appropriate; sealing the delivery bags with the appropriate tamper-evident sticker or other approved methods; and ensuring the food safety, quality and temperature maintenance of the Products and Services. You are solely responsible for maintaining adequate insurance to cover any liability that may arise from the use of Third-Party Delivery Providers (or other delivery methods) for Delivery Services from your Franchised Business and comply with our requirement for same.

1.7.4 Unless approved in advance in writing by us, you will not: (a) advertise, promote, or make any media statements about any Third-Party Delivery Provider; or (b) purport, authorize or consent to any Third-Party Delivery Provider to advertise or promote its own products or services using the Marks.

1.7.5 We reserve the right to periodically designate Third-Party Delivery Providers in our sole judgment. If you want to use a third-party delivery service provider that we have not yet approved, you must first submit the name of such proposed provider and other sufficient information for us to evaluate whether the provider meets our criteria. We may condition our approval of a third-party delivery service provider on such provider agreeing to provide periodic delivery sales reports directly to us and such other requirements relating to reliability, consistency, standards of service (including prompt attention to complaints) and/or other criteria. We may receive fees from Third-Party Delivery Providers in return for designating them as approved or designated for the System and may negotiate with them for our benefit or that of the System. We reserve the right periodically to revoke our approval of any Third-Party Delivery Provider that does not continue to meet our criteria. Notwithstanding the foregoing, you agree that we may limit the number of Third-Party Delivery Providers with whom you may deal, designate Third-Party Delivery

Providers that you must use, and/or refuse any of your requests for any reason, including if we have already designated an exclusive Third-Party Delivery Provider for the System or if we believe that doing so is in the best interests of the System.

1.7.6 You agree to grant us access to, or otherwise collect and report in the form and manner desired by us, all operational, financial, and other information concerning the Delivery Activities provided from the Franchised Business, including, but not limited to, all sales, transactions and guest count data, Product mix, service time data and financial results. We will have permission to access sales, guest count, and other operational data, including, without limitation, staffing and customer satisfaction data from the relevant Third-Party Delivery Provider and the Franchised Business.

1.8 Hooters Activities Are Unrestricted. Without limiting any rights we reserve above, as between the Parties, our affiliates and we retain all rights with respect to the licensing, franchising, development and operation of Hooters Restaurants, or their products, services intellectual property or the like, regardless if such restaurants are operating for take-out, delivery, wholesale, retail or online sales or where they are located ("Hooters Activities"). We determine what constitutes Hooters Activities as compared to the operation of a Hooters Restaurant, and no rights, duties, covenants, promises or obligations in this Agreement in any way restrict Hooters Activities anywhere, or grant you any rights or protections of any kind with respect to any Hooters Activities.

1.9 Owners. If you are a corporation, limited liability company, partnership, or other entity (collectively, an "Entity"), all of your Owners) are listed on Schedule B and you must execute the Statement of Owners attached hereto as Schedule C. "Owner" means a natural person who "owns" equity in you (if you are an entity), where such ownership is direct, indirect, or beneficial. The term "Owner" also includes the spouse of any Owner if any marital assets are used to qualify for or operate the Hooters Restaurant franchise granted pursuant to this Agreement.

2 TERM; RENEWAL

2.1 Initial Term. This Agreement will commence on the Effective Date and will continue in effect for a period of ten (10) years after the opening of the Franchised Business (the "Initial Term"), subject to earlier termination as set forth in this Agreement.

2.2 Renewal Term. We may, in our reasonable discretion, grant you two (2) additional five (5)-year terms (such additional terms being referred to in this Agreement as the "Renewal Terms," and the Initial Term, together with the Renewal Terms, being referred to collectively in this Agreement as the "Term"), provided that:

2.2.1 You request in writing (the "Renewal Notice"), no fewer than eighteen (18) months, but more than six (6) months, before the expiration of the Initial Term, that we grant you a Renewal Term;

2.2.2 You pay us a renewal fee (the "Renewal Fee") in the amount of the greater of $25,000 or twenty-five percent (25%) of the then-current Initial Franchise Fee (as

defined in Section 3.1, below), delivered contemporaneously with your delivery of the signed Renewal Franchise Agreement;

2.2.3 You are, at the time you deliver the Renewal Notice, in compliance with all other agreements to which we or our affiliates on the one hand, and you or you affiliates on the other hand, are parties;

2.2.4 You are and have been, at all times during and through the end of the Initial Term, in compliance with: (i) this Agreement and all amendments to it; and (ii) the Manuals and System Standards;

2.2.5 You are, at the time you deliver the Renewal Notice, current with respect to your obligations to your lessor, suppliers, and any other parties with whom you do business;

2.2.6 You enter into our then-current form of franchise agreement for renewal franchisees (or, if not available, our then-current form of franchise agreement for new franchisees) within thirty (30) days after we deliver it to you, including all schedules, exhibits, addenda, and attachments to it (collectively, the "Renewal Franchise Agreement"), all of which may contain terms that vary materially from the terms of this Agreement; and

2.2.7 You and your Owners execute and deliver to us a general release in the form we prescribe (the "Release") within thirty (30) days after we deliver the Release to you and your Owner.

2.3 No Automatic Right. You agree that this Agreement does not grant you any automatic rights to a Renewal Term and that we will not be obligation to offer you a Renewal Term. The sole basis for any extension of your franchise rights beyond the Initial Term is in this Section 2. You will be deemed to have declined your right to request a Renewal Term if you do not timely deliver to us all items required for renewal, including, without limitation, the Renewal Fee, the executed Renewal Franchise Agreement, and the executed Release.

2.4 Effect of Non-Renewal or Expiration. Non-renewal or expiration of this Agreement will end your franchise rights as to the Franchised Business described in this Agreement. Upon nonrenewal or expiration of this Agreement, you must meet all the obligations upon termination or expiration, as set forth in this Agreement.

3 FEES

3.1 Initial Franchise Fee. You must pay to us an initial fully earned non-refundable initial franchise fee (the "Initial Franchise Fee") in the amount of Fifty Thousand Dollars ($50,000) on your execution of this Agreement and delivery of this Agreement to us. You acknowledge that we have no obligation to refund any portion of the Initial Franchise Fee to you, even if this Agreement is terminated prior to opening the Franchised Business.

3.2 Continuing Royalty Fee. You must pay to us a continuing, non-refundable royalty fee (the "Continuing Royalty Fee") of six percent (6%) of your Gross Sales (as defined herein).

3.2.1 Unless otherwise stated in our System Standards, Continuing Royalty Fees are due and must be paid so that we actually receive payment in full for the Continuing Royalty Fee by the end of ten (10) days after the end of each four (4)-week

accounting period. At our option, we may specify that, or allow, the Continuing Royalty Fees may be paid on a monthly, weekly, or daily basis (paid in real time via the Computer System).

3.2.2 If a state or local law in which the Franchised Business is located prohibits or restricts in any way your ability to pay, or our ability to collect, Continuing Royalty Fees or other amounts based on Gross Sales derived from the sale of beer and wine at the Franchised Business, then you and we will adjust the Continuing Royalty Fees and other provisions to provide the same basic economic effect to both you and we as otherwise provided in this Agreement, with a corresponding change to the definition of Gross Sales.

3.3 National Ad Fund Fee. You must pay to us, to be actually received by the end of ten (10) days after the end of each four (4)-week accounting period, a national advertising fee in an amount equal to a percentage of the Gross Sales of the Franchised Business that we may designate from time to time (the "National Ad Fund Fee") during such four (4)-week accounting period. At our option, we may specify that, or allow, the National Ad Fund Fees to be paid on a monthly, weekly, or daily basis (paid in real time via the Computer System). The National Ad Fund Fee as of the Effective Date is set forth in Schedule A. We reserve the right to change the amount of the National Ad Fund Fee upon ninety (90) days written notice to you; provided, however, that the National Ad Fund Fee may not be increased by more than one hundred (100) basis points (1.0%) in any consecutive twelve (12)-month period, and the National Ad Fund Fee may not exceed four percent (4%) of your Gross Sales for the Initial Term. Additionally, we will not increase the National Ad Fund Fee before December 31, 2024. Our designee will maintain and administer the National Ad Fund as otherwise provided in this Agreement.

3.4 IT Shared Services Support Fee. You must pay to us, to be actually received by the end of ten (10) days after the end of each four (4)-week accounting period, an IT shared services support fee (the "IT Services Shared Support Fee"). At our option, we may specify that, or allow, the IT Services Shared Support Fee to be paid on a monthly, weekly, or daily basis (paid in real time via the Computer System). We reserve the right to change the amount of the IT Services Shared Support Fee upon ninety (90) days written notice to you; provided, however, that the IT Services Shared Support Fee may not be increased by more than one hundred (100) basis points (1.0%) in any consecutive twelve (12)-month period.

3.5 Local Advertising Expenditure. You must spend each calendar year at least a percentage of the Gross Sales of the Franchised Business on qualifying local advertising and promotion as we may designate from time to time (the "Minimum Local Advertising Expenditure"). We will not require that the aggregate of the Minimum Local Advertising Expenditures, Local Advertising Cooperative contributions and National Ad Fund Fee exceed 5.5% of your Gross Sales.

3.6 Gross Sales. As used in this Agreement, "Gross Sales" will include all revenue related to the sale of Products and performance of services in, at, about, through, or from the Franchised Business, whether for cash or credit, and regardless of collection in the case of credit, and income of every kind and nature related to the Franchised Business, including, without limitation, insurance proceeds and condemnation awards for loss of sales, profits, or business; and further including, without limitation, amounts from vending machines, slot machines or gambling devices (if we permit in writing), any coin-operated machines for vending merchandise to customers, entertainment devices for the playing of electronic or manual games, pool tables, juke boxes, ATM fees, sports betting, or in-store advertising of

sports betting, beer and wine sales, redemption of Hooters issued gift cards, sale of gift cards you issue outside of the Hooters gift card program, merchandise, delivery, catering, and any off-premises consumption; provided, however, that "Gross Sales" will not include: (i) revenues from sales taxes or other add-on taxes that you collect from guests and actually transmit to the appropriate taxing authority; and (ii) tips guests give and that are charged to the guests' credit or debit cards. Service fees and commissions to the Third-Party Delivery Providers are not excluded from Gross Sales.

3.7 Past-Due Payments. Any payment that we do not actually receive by the end of the specified date will be deemed past due. If any payment is past due, in addition to our right to exercise all rights and remedies available to us under this Agreement, you must pay to us, the past-due amount, plus interest on such amount from the date it came due until the date we actually receive such payment. The rate of such interest will be the lesser of: (i) eighteen percent (18%) per annum; or (ii) the maximum rate allowed by applicable state laws (hereinafter the "Default Rate"), until paid in full. In addition to such interest payment, you must pay us $100 per day for each day that such past-due payment remains outstanding, whether outstanding in full or in part.

3.8 Additional Payments. You must pay us or our affiliates within 10 days after demand: (i) all sales taxes, corporate taxes, and any similar taxes paid by us on your behalf, imposed on us, or required to be collected by us on account of products or services we furnish to you (through sale, lease, or otherwise) or on account of our collection of any fee related to this Agreement; (ii) all franchise or similar taxes, whether based on gross receipts, gross revenues, Continuing Royalty Fees, National Ad Fund Fee, IT Shared Services Support Fee, or otherwise, imposed on, required to be collected by, or paid by us; (iii) all marketplace facilitator or similar taxes imposed on, required to be collected by, or paid by us in connection with your use of websites, applications, or online ordering platforms; (iv) all other amounts we pay or must pay for you for any reason; (v) any other fees or expenses that we are entitled to collect from you; and (vi) any attorneys' fees we incur related to you, your Owners, or the Franchised Business (other than those we incur in response to your efforts to enforce this Agreement or in the defense or any claim we assert against you on which you substantially prevail in court or other formal legal proceedings).

3.9 Means of Payment. You will pay to us all amounts owed under this Agreement by Automatic Clearing House payment ("ACH Payment"). You agree to sign and return to us the current form of "Authorization Agreement for ACH Payments," a copy of which is attached to this Agreement as Schedule D, and you must comply with the payment and reporting procedures specified by us in the Manuals.

3.10 Application of Funds; Withholding of Payments. If you are late in paying any obligation you owe us or our affiliates, we or our affiliates may apply any payment you make to any obligation you owe us or our affiliates, whether or not you make any designation to the contrary. You may not withhold or set off payment of any amount you owe us or our affiliates on grounds of alleged non-performance of any obligation we or they owe you.

4 SITE, CONSTRUCTION, AND PERMITTING

4.1 Site Selection and Acceptance.

4.1.1 Site. If you and we have agreed upon a Site at the time we execute this Agreement, the Site will be designated in Schedule A to this Agreement. If the Site has not been chosen by you and accepted by us before you sign this Agreement, you must

locate it within the geographic area we designate in Schedule A (the "Site Selection Area"). You must establish and operate the Franchised Business only at the Site. You will not conduct, and will not permit the conduct of, any business from the Site other than the Franchised Business. If the Site has not been chosen by you and accepted by us before you sign this Agreement, then you must obtain our acceptance of a Site and secure the Site (e.g., sign the lease for the Site or close on the purchase of the Site) by the deadline set forth in Schedule A (the "Site Acquisition Deadline"). Should you fail to comply with the Site Acquisition Deadline, you will be in breach of this Agreement, and we may terminate this Agreement. In the event of such termination, you will not be entitled to a refund of the Initial Franchise Fee or any portion thereof.

4.1.2 Our Assistance. We may assist you in selecting a proposed site for your Franchised Business (a "Proposed Site"), but we are not obligated to do so. We or our or designee may provide you our then current site selection guidelines, including our minimum standards for locating a Hooters Restaurant, and such site selection counseling and assistance as we may deem advisable from time to time. You should undertake your own investigation of any Proposed Site and should not rely on any information from us in selecting the Proposed Site. We may, in our sole discretion, conduct a Site selection trip to assist you with choosing or evaluating a site for the Site. We may also, in our sole discretion, choose not to conduct any Site selection trip and approve or disapprove your proposed Site based on documentation you submit to us.

4.1.3 Acceptance of Proposed Site. You will provide us with all material we request to evaluate the suitability of your Proposed Site, which may include a site selection form prescribed by us, a construction cost proforma for that Proposed Site, copy of the site plan for the Proposed Site, business plan, demographic statistics and information regarding the surrounding businesses, and such other information or materials as we may require, together with an option contract, letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the right to possess the Proposed Site. We will have thirty (30) days after receipt of the last item of information and materials we request from you to accept or decline the Proposed Site. In the event we do not accept a Proposed Location by written notice to you within said thirty (30) days, such Proposed Site will be deemed declined/ not accepted by us. If we accept a Proposed Site, we will insert the Site address into Schedule A. We may grant or withhold acceptance of any Proposed Site as we determine in our judgment for any reason.

4.1.4 Effect of Acceptance: You acknowledge and agree that: (a) our or your acceptance of the Site does not constitute any assurance, representation, or warranty of or by us or our affiliates of any kind, that the Franchised Business located at the Site (or if operated at or from any other location) will be or is likely to be profitable or successful; (b) our recommendation of a Proposed Site or acceptance of the Site, does not imply, guaranty, assure, warrant or predict profitability or success, express or implied; (c) our recommendation of a Proposed Site or acceptance of the Site indicates only that we believe that the Site falls within the acceptable demographic and other criteria for sites and premises that we have established as of the time of our recommendation or approval of the Site; (d) application of criteria that have appeared effective with respect to other sites and premises may not accurately reflect the potential for all sites and premises, and, after our acceptance of a Site, demographic and/or other factors included in or

excluded from our criteria could change to alter the potential of a Site and premises; and (e) the uncertainty and instability of such criteria are beyond our control, and we will not be responsible for the failure of the Site to meet expectations as to potential revenue or operational criteria.

4.2 Lease Responsibilities.

4.2.1 You must not make any binding commitment to a prospective vendor or lessor of real estate with respect to the Site unless we accept such Site in accordance with the procedures set forth in this Agreement and unless the lease documents for such Site provide, without limitation: (i) that the landlord will provide us with notice of any default thereunder, specifying such default and granting us the right (but not the obligation) to cure any such default; and (ii) that the landlord accepts us as an assignee of your interest thereunder. You must agree to a collateral assignment of the lease for the Site (the "Collateral Assignment of Lease") in the form attached hereto as Schedule E-1. Under the Collateral Assignment of Lease, upon default by you of the lease for the Site, this Agreement, or the document securing this Agreement, we will have right to take possession of the Site, and you will have no further right, title, or interest in the lease. In addition, we may require you and your landlord to sign our then-current form of Lease Rider, an example of which is attached hereto as Schedule E-2. You agree to work diligently and in good faith with your prospective landlord to execute the Lease Rider.

4.3 Construction, Permitting, and Licensing. You assume all costs, liability, expense, and responsibility for locating, obtaining, and developing the Site for the Franchised Business and for constructing and equipping the franchised Business at such Site. You must, at your expense, and to our satisfaction, comply with all of the following requirements:

4.3.1 Before commencing construction of the Franchised Business, you must submit a site plan to us, including a footprint of the proposed building, and architectural, kitchen, and signage drawings, for our approval. You must use an architect or engineer approved by us to prepare detailed site plans and specifications for the construction of the Franchised Business.

4.3.2 You will: (i) use a qualified general contractor or construction supervisor to supervise the construction of the Franchised Business and the completion of all improvements; and (ii) submit to us a statement providing the name and contact information of such general contractor or construction supervisor.

4.3.3 You must ensure that the site plans comply with the Americans with Disabilities Act and all other federal, state, and local statutes, rules, regulations, ordinances, and codes (collectively, "Laws") that apply to the Franchised Business.

4.3.4 You will cause such construction to be performed only in accordance with the site plan and the plans and specifications we approved. You must obtain our prior written approval before making any changes to approved site plans and specifications.

4.3.5 You must obtain and will thereafter maintain all licenses, permits, and certifications required for lawful construction of the Franchised Business, including, without limitation, building, zoning, access, parking, driveway access, sign, and occupancy

permits and licenses, and must certify in writing to us prior to the Opening Date that you have obtained all such licenses, permits, and certification.

4.3.6 You must obtain and will thereafter maintain all health, life, safety, alcoholic beverage, and other licenses, permits, and certifications required for operation of the Franchised Business and must certify in writing to us prior to the Opening Date that you have obtained all such licenses, permits, and certifications.

4.3.7 You must not locate or permit to be located on or about Franchised Business or any other area of the Site any slot machines or gambling devices, or any coin-operated machines for vending of any merchandise, entertainment devices for the playing of electronic or manual games or for any similar purpose, pool tables or juke boxes, except as prescribed in the Manuals or as we may otherwise approve in writing.

4.3.8 All exterior and interior signage you use for the Franchised Business must conform to all Laws and our Standards, including our Standards as to type, color, size, design, and location. You must use a sign vendor that we have designated or approved in writing to ensure proper compliance with our Standards. You must obtain our written approval before you install or display any signage.

4.4 Opening Date. You must complete the construction of the Franchised Business in accordance with the provisions and requirements of this Agreement and must open the Franchised Business for business by the deadline set forth in Schedule A (the "Opening Date"). You may not open the Franchised Business for business until we determine in our sole discretion that the Franchised Business was developed according to our specifications and standards and that you have met all additional pre-opening conditions set forth in this Agreement and the Manuals, and provide you written approval. Should you fail to comply with the Opening Date, then you will be in breach of this Agreement, and we may terminate this Agreement. In the event of such termination, you will not be entitled to a refund of the Initial Franchise Fee or any portion thereof.

4.5 Destruction of Site. In the event the Franchised Business is damaged or destroyed by fire or other casualty, or is required by any governmental authority to be repaired or reconstructed, you must commence repair or reconstruction of the building within ninety (90) days after the date of such casualty or notice of governmental requirement (or such lesser period as such governmental requirement may specify) and will complete all required repair or reconstruction as soon as possible thereafter, but in no event later than one hundred eighty (180) days after the date of such casualty or governmental requirement. In the case of reconstruction due to casualty, the minimum acceptable appearance for the restored building will be that which existed immediately prior to the casualty; provided, however, that you must use your best efforts to have the restored building include the then-current image, design, and specifications of new Hooters Restaurants.

4.6 Relocation. You may not relocate your Franchised Business without our prior written consent. We may, but will not be required to, assist you in selecting a replacement location, you may not begin construction or renovation of any new location until you have received our written approval of such relocation. You are solely responsible for selecting the replacement location and negotiating the lease or purchase terms, all subject to our acceptance. You are also responsible for construction or renovation of the relocated

Franchised Business and for ensuring that it is constructed consistent with the site plan we approve and other plans and specifications we designate.

5 COMPLIANCE WITH SYSTEM STANDARDS AND MANUALS

5.1 Manuals. We will lend you one hard copy of, or grant you electronic or other access to, the Manuals during the Term. We may provide the Manuals, and any Supplements to the Manuals (defined below), to you in hard copy or electronically via applications for mobile devices, DVD, intranet, other storage media, electronic mail, video, the Internet, or other electronic formats. If any content of the Manuals conflicts with the terms of this Agreement, this Agreement will control. You may be required to pay a license fee to use the software necessary to access the Manuals.

5.2 Compliance with System Standards: You agree that: (i) every component of the System is vital to us, to the Franchised Business, and to the Hooters Restaurants our other franchisees operate; and (ii) your compliance with the System is of the essence to this Agreement. You therefore agree that you will conduct all activities and operations of the Franchised Business in strict compliance with the System, including the Standards and the Manuals, as though specifically stated in this Agreement.

5.3 Changes to the Standards and the Manuals. We may make additions to, deletions from, and modifications to the Manuals ("Supplements") or System Standards from time to time in any form or fashion, including (i) altering the Products and Services, accounting and computer systems, forms, policies, and procedures of the System; (ii) adding, modifying, or substituting the equipment, signs, trade dress, and other Hooter Restaurant characteristics that you are required to use or display (subject to the limitations set forth in this Agreement); (iii) implementing new programs and policies, which may require you to incur additional expenses, purchase new equipment or supplies, or pay additional reasonable fees; and (iv) changing, improving, modifying, or substituting for the Marks. We will communicate changes in the System Standards or the Manuals in writing or electronically to you, as we deem appropriate. You must immediately adopt and use any Supplements to the Manuals. All Supplements to the Manuals are binding on you as if they were part of the Manuals previously provided to you. It is your responsibility to monitor for Supplements to the Manuals and to always maintain a current and up-to-date copy of the Manuals at the Franchised Business. If there is any dispute as to your compliance with the Manuals, then the master copy of the Manuals we maintain will control. All references in this Agreement or otherwise to the Manuals will include any and all Supplements to the Manuals. You acknowledge that changes in the Standards or Manuals may obligate you to invest additional capital in the Franchised Business and/or incur higher operating costs.

5.4 Variances. You agree that complete uniformity under many varying geographic and other conditions, and over extended spans of time, is not practical and may be detrimental to the System, and that as a result: (i) we may vary the Standards for any franchisee as we deem necessary; (ii) we may grant franchises using the System under terms that may differ materially from the terms of this Agreement; and (iii) our obligations and rights with respect to our various franchisees may differ materially from our obligations and rights with respect to you, without in any way affecting our rights with respect to you. You will have no right to require that we disclose any variation to you or that we grant you the same or a similar variation.

5.5 Ownership of Systems and Manuals. You agree that we own all proprietary rights in and to the System and the Manuals. The Manuals will at all times remain our property and you and

all your directors, officers, shareholders, partners, members, managers, employees, agents, independent contractors, and others who gain access to the Manuals and the information contained in the Manuals will treat the Manuals and the information in the Manuals as our Confidential Information (defined below).

5.6 Guest Relations. You must promptly address any guest contact requests that we send to you or customer complaints in accordance with our Standards as specified in the Manuals, including responding to and resolving such guest contacts and complaints in the manner and within the time periods specified in the Manuals.

5.7 Violation Fees. If you fail to comply with our System Standards, then in addition to any other right we have under this Agreement, you will also pay to us $1,000 for the first month in which System Standards are violated or not met (the "Monthly System Standard Violation Fee"): each subsequent month, consecutive or otherwise, in which System Standards are violated or not met by you, you will pay to us a System Standard Violation Fee in an amount equal to double the prior System Standard Violation Fee due. In addition to the Monthly System Standards Violation Fee, you must pay to us $100 per day for each day in which System Standards are violated or not met (the "Daily System Standards Violation Fee").

6 DUTIES OF FRANCHISEE

6.1 Compliance with Laws. You will operate the Franchised Business in compliance with all applicable Laws, including all Laws related to labor, health, and safety. You will promptly furnish to us copies of all fire, health, or other inspection reports, warnings, certificates, and ratings issued by any government agency, and must immediately provide us with any such items that assert any failure to comply strictly with any Law. If required by the jurisdiction where the Franchised Business is located, you will file for and maintain a Certificate of Fictitious Name that includes the Primary Mark. You also shall comply with (a) all applicable contractual requirements (e.g., PCIDSS), Laws, or standards, or any equivalent thereof, relating to the collection, use, and security of personal information and (b) any privacy policies or data protection and breach response policies we periodically may establish.

6.2 Ownership and Guaranty. If you are a corporation, limited partnership, general partnership, limited liability company, or other business entity, you must comply with the following requirements:

6.2.1 You must confine your activities exclusively to the development, opening and operation of the Franchised Business and your governing documents must so reflect.

6.2.2 Your Certificate or Articles of Incorporation, Bylaws, Partnership Agreement, Articles of Organization, Operating Agreement, or comparable governing documents will at all times provide that: (i) your activities must be confined exclusively to the development, opening, and operation of the Franchised Business; and (ii) the issuance, redemption, purchase for cancellation, and transfer of voting stock, partnership interests, membership interests, or other equity interests in you (if you are an entity), are restricted by the terms of this Agreement.

6.2.3 You must provide to us copies of your Certificate or Articles of Incorporation, Bylaws, Partnership Agreement, Articles of Organization, Operating Agreement, or comparable governing documents, and any other documents we may

reasonably request, and any amendments to any of them, so that we actually receive such copies by the end of ten (10) days after we request such copies.

6.2.4 You must maintain stop transfer instructions against the transfer on your record of any equity securities (voting or otherwise) you issue. All securities you issue must bear the following legend, which will be printed legibly and conspicuously on each stock certificate or other evidence of ownership interest:

THE TRANSFER OF THESE SECURITIES IS SUBJECT TO THE TERMS AND CONDITIONS OF A FRANCHISE AGREEMENT WITH HOA FUTURE FRANCHISING, LLC DATED [INSERT DATE]. REFERENCE IS MADE TO SUCH AGREEMENT AND TO THE RESTRICTIVE PROVISIONS OF THE [INSERT TYPE OF CERTIFICATE] OF THIS [INSERT TYPE OF ENTITY].

6.2.5 You must maintain a current list of all owners of record and all beneficial owners of any class of voting equity and must furnish the list to us upon request so that we actually receive such list by the end of ten (10) days after we request such list.

6.2.6 If you are a partnership, you must maintain a current list of all general and limited partners, and a list of all owners of record and all beneficial owners of any class of voting equity and such general and limited partners, and must furnish such list to us so that we actually receive such list upon request by the end of ten (10) days after we request such list.

6.2.7 Each of your Owner(s) (as defined herein), and such of your other Owners as we may specify, must enter into a continuing guaranty agreement in a form acceptable to us (the "Guaranty") in the form attached hereto as Schedule F. We may amend or modify the form of such Guaranty from time to time as to Owners signing the Guaranty after the Effective Date. We may require your spouse, or the spouse of any Owner, to also sign the Guaranty.

6.3 Operating Principal and General Manager. You covenant, warrant, represent, and agree that you must devote your full time, energy, and best efforts to the management and operation of the Franchised Business. You must designate one (1) Owner as the operating principal with overall operating responsibility (the "Operating Principal") for the Franchised Business and, if applicable, all other Hooter Restaurants that you own. If you are an individual, you must serve as the Operating Principal. The Operating Principal must serve as the general manager of the Franchised Business who will have authority over the other managers (the "General Manager"), or designate a qualified individual to serve as the General Manager. Both the Operating Principal and the General Manager must devote his or her full time, energy, and best efforts to the management and operation of the Franchised Business (and, with respect to the Operating Principal, the management and operation of other Hooters Restaurants that you own, if applicable). If you are a corporation or other business entity, the Operating Principal must be an Owner you, appointed by you and approved by us.

6.4 Regional Manager. If the Franchised Business is not the first and/or only Hooters Restaurants that you have the right to establish and operate, we may require you to employ one or more regional managers (who must be individuals reasonably acceptable to us) to supervise the day-to-day operation of all your Hooters Restaurants, including the

Franchised Business (a "Regional Manager"). We may require that any such Regional Managers attend and complete any training courses we reasonably require.

6.5 Training.

6.5.1 Immersion Training. Within thirty (30) days of the Effective Date, you or at least one (1) of your Owners (if you are an entity) must attend our new owner immersion training held at our corporate headquarters. You are responsible for all travel and living costs and expenses related to your attendees' attendance at the immersion training, as well as your attendees' salaries and benefit costs (if applicable).

6.5.2 Management Training. Your Operating Principal, General Manager and any other persons that we designate will be required to complete, to our sole satisfaction, an approved manager training program (the "Management Training Program") by the end of ninety (90) days after such individual's appointment to serve as the Operating Principal or the General Manager (as applicable). We will provide, or designate other parties to provide on our behalf, the Management Training Program periodically and permit you to register for an available program. Training programs are subject to space and time availability. All or certain portions of the Management Training Program may, in our discretion, be conducted online or in person at our corporate headquarters and/or other locations authorized by us (which may include locations operated by other franchisees). You are responsible for all travel and living costs and expenses related to your attendees' attendance at the Management Training Program, as well as your attendees' salaries and benefit costs.

6.5.3 Completion of Training. All of your trainees must successfully complete our Management Training Program before they may be involved in the operation of your Franchised Business. At least one of your required trainees must successfully complete the Management Training Program by the Opening Date. We have the right in our reasonable discretion to determine whether a trainee has successfully completed the Management Training Program. We reserve the right to charge a reasonable fee if a trainee must retake the Management Training Program.

6.5.4 Additional Costs. We reserve the right to charge you a reasonable training fee if: (i) you elect to bring additional trainees, other than those we require, to the Management Training Program, (ii) your trainees are trained in separate sessions, or (iii) we provide the Management Training Program to your Subsequent Trainees.

6.5.5 Subsequent Trainees. Any required trainees that you hire or appoint after the opening of the Franchised Business and any other persons we designate ("Subsequent Trainees") must attend and successfully complete our Management Training Program (or a modified version that we prescribe) before becoming involved in the operation of your Franchised Business. We may require employees that transfer to your Franchised Business from another Hooters Restaurant to successfully complete the Management Training Program again. We also may require you to send or resend your required trainees to the Management Training Program, and require them to successfully complete it, if we have identified operational or performance issues at your Franchised Business. We reserve the

right to charge you a reasonable training fee for each Subsequent Trainee that attends a Management Training Program.

6.5.6 On-the-Job Training. We will provide, or designate other parties to provide on our behalf, our on-the-job training program ("OTJ Training") periodically and permit you to register for an available program. We reserve the right to limit the number of attendees that you may send to OTJ Training. Training programs are subject to space and time availability. All or certain portions of the OTJ Training Program may, in our discretion, be conducted online or in person at our corporate headquarters and/or other locations authorized by us (which may include locations operated by other franchisees). You are responsible for all travel and living costs and expenses related to your attendees' attendance at the OTJ Training Program, as well as your attendees' salaries and benefit costs. We reserve the right to modify, replace, or discontinue OTJ Training at any time.

6.5.7 On-Site Opening Training. We will furnish you with up to two (2) opening training coordinators ("OTCs") who will assist with the opening of the Franchised Business for up to fourteen (14) days (including travel days) (the "On-Site Training"). Before you open the Franchised Business, you must pay us (reimburse us) the expenses we incur for the OTCs we provide, including their travel expenses, airfare, per diems, visa and entry fees (if applicable), transportation, baggage, and lodging ("Training Expenses"). The amount of the Training Expenses are determined according to the number of OTC you need, the OTCs' level of experience, how far the they must travel, and other factors. The Training Expenses are due within five (5) days of our invoice to you. We reserve the right to modify, replace, or discontinue providing On-Site Training at any time.

6.5.8 Additional Programs. We may, from time to time, conduct conferences, conventions, programs, webinars, teleconferences, or additional or refresher training sessions on any matters related to the System ("Additional Programs"). We will determine the duration, curriculum, and location of such Additional Programs, which may take the form of web-based training modules, webinars, seminars, in-person training, or on-site training. You, your required trainees, Owners, and other personnel we designate must attend any Additional Programs that we require. You may request that we provide you with Additional Programs by submitting a written request to us no less than five (5) weeks prior to the desired training date(s). We may charge you a reasonable fee for your attendees to attend any Additional Program.

6.5.9 Other Training Terms.

6.5.9.1 Modifications. We reserve the right to modify our Management Training Program, Additional Programs, or any other training programs at any time, including the timing, frequency, content, format, and location of training. If the Franchised Business opened under this Agreement is not the first Hooters Restaurant you have opened under the System, we may waive certain training requirements, at our sole discretion.

6.5.9.2 Expenses and Compensation. You will pay all expenses you and your personnel incur for any training programs, including your/their travel, food, lodging, compensation, and benefit expenses. We will not pay any compensation for any services you and your personnel perform in any

training program. You must purchase uniforms for any of your trainees that attend our Management Training Program.

6.5.9.3 Non-Compliance. If you fail to or refuse to attend any required meetings or training, you will pay to us a "Training Non-Compliance Fee" in the amount of two (2) times the cost of such training program or meeting. If you fail to attend more than one such required meeting or required training program (or more than 5 per calendar year of our bi-weekly Training), the Training Non-Compliance Fee will double in amount each time you or your designee (subject to our approval) fail to attend a required meeting or training meeting. Nothing in this Section 6.5 limits our right to terminate or take other action against you for such breach of this Agreement.

6.5.9.4 Additional Consulting Services. After you open your Franchised Business, we may furnish you with support services as we deem appropriate. We also may offer you additional consulting or support services, including On-Site Training and remote support, that are greater in scope than our standard support services. We may charge you a reasonable fee for these services which may include a daily or hourly fee for each of our representatives and, for On-Site Training, reimbursement for their travel and living expenses (including airfare, car expenses, lodging, meals, etc.). Additional consulting or support services are subject to availability and shall be offered in our sole discretion.

6.6 Continuing Maintenance. You must maintain the interior and exterior of the Franchised Business, and all other areas of the Site, in first-class repair and condition, and in compliance with all of our maintenance and operating standards. In connection with such maintenance, you must make such additions, alterations, and repairs to the Site, and such replacement of items in and about the Franchised Business, as we may require, which additions, alterations, and repairs may include, without limitation, periodic repainting, refinishing, and repairing of the Franchised Business' interior and exterior and replacing of obsolete or worn signs, furnishings, fixtures, and equipment. We have the right to modify System Standards which may accommodate regional or local variations, and any such modifications may obligate you to invest additional capital in the Franchised Business ("Capital Modifications") and/or incur higher operating costs. We will give you thirty (30) days to comply with Capital Modifications, but if a Capital Modification requires an expenditure of more than $10,000, we will give you 60 days to comply. Otherwise, there is no limit on your requirement to make Capital Modifications. Upon request by us, you must perform equipment upgrades, as determined by us, within ninety (90) days after receipt of notice from us to upgrade equipment. For the avoidance of doubt, Capital Modifications are in addition to the ongoing maintenance costs you incur pursuant to this Section 6.6. In addition, Capital Modifications do not include expenditures you are required or choose to make to comply with applicable laws, governmental rules, or regulations.

6.7 Renovation. You acknowledge and agree that it is in your best interests, and in the best interests of the System, that the Franchised Business be clean, up-to-date, well-maintained, and well-appointed. Therefore, you acknowledge and agree that you must, at our request, remodel, redecorate, equip, improve, and modify (collectively, "Renovate") the Franchised Business to conform to: (i) the building design, trade dress, color schemes, signage, and presentation of trademarks and service marks consistent with our then-current image; (ii) the requirements set forth in the Manuals; and (iii) the condition, state of repair, and general appearance of Hooters Restaurants that we reasonably deems desirable. The Parties

acknowledge and agree that the obligation to Renovate is intended to be periodic remodeling, redecorating, equipping, improvement to, and modification of, the Franchised Business, and that nothing contained in this Agreement will affect your obligation to maintain the Franchised Business in compliance with the other provisions of this Agreement and the Manuals. However, we will not require you to Renovate the Franchised Business more often than once every five (5) years.

6.8 Operations. You agree that you will conduct all activities and operations of your Franchised Business in strict compliance with the System, including the Standards and the Manuals, as though specifically stated in this Agreement. Without limiting the generality of the foregoing, you specifically agree:

6.8.1 To maintain in sufficient inventories and supply of, and to only use at all times, such products, materials, supplies, ingredients, and like items as we may require, and to refrain from deviating therefrom by using nonconforming items without our prior written consent;

6.8.2 To use at all times only such methods of preparation, methods of service, and like methods as we may require, including, without limitation, our standards and specifications for preparation and presentation of Products; and to refrain from deviating therefrom by using nonconforming methods without our prior written consent;

6.8.3 To maintain the highest standards of cleanliness, health, and sanitation;

6.8.4 To obtain such products, equipment, services, and supplies as we may require, for the appropriate handling, preparation, presentation, selling, and service of any Products;

6.8.5 To require clean uniforms conforming to such specifications as to color, design, and like factors as we may designate from time to time, to be worn by all of your personnel at all times while working at, in, through, or on behalf of the Franchised Business, and to cause all personnel to present a clean, neat appearance and to render competent and courteous service to guests;

6.8.6 Not to install or permit to be installed on or about the Franchised Business pr Site, without our prior written consent, any furnishings, fixtures, equipment, décor, signage, or other improvements not previously approved as meeting our standards and specifications;

6.8.7 To deliver Products to customers using Third-Party Delivery Providers or other methods prescribed by us in compliance with our procedures, and to account for (in the manner we specify) delivery and catering charges not included in the price of the Products;

6.8.8 To employ a sufficient number of trained and qualified personnel to operate the Franchised Business. You are responsible for hiring, firing, compensating and directing the activities of your employees and other staff. We do not have the right to hire, fire, direct the activities of or supervise your employees and other staff. If you or your affiliates operate multiple Hooters Restaurants, you must employ a

sufficient number of qualified regional managers so as to meet our System Standards.

6.9 Credit Cards. You must honor all credit, charge, courtesy or cash cards or other credit devices required or approved by us. You must obtain our written approval prior to honoring any previously unapproved credit, charge, courtesy or cash cards or other credit devices. You must ensure that the Franchised Business adheres to the standards applicable to electronic payments including Payment Card Industry Data Security Standards ("PCIDSS"). If required by us, you must provide us with evidence of compliance with the applicable standards and provide, or make available to us copies of an audit, scanning results or related documentation relating to such compliance. Any costs associated with an audit or to gain compliance with these standards will be borne by you. You must immediately (in any event within twenty-four (24) hours) notify us if you suspect or have been notified by any third party of a possible security breach related to the cashless system (or related cashless data) used in the Franchised Business.

6.10 Gift Cards and Loyalty Cards. You must offer for sale, and will honor for purchases by customers, any incentive or convenience programs which we may institute from time to time, and you must do so in compliance with our standards and procedures for such programs. Additionally, you must sell, issue, and redeem gift cards ("Gift Cards") and (whether as a part of, or separate from, Gift Cards) loyalty cards ("Loyalty Cards") that have been prepared utilizing the standard form of Gift Card or Loyalty Card provided or designated by us, and only in the manner specified in the Manuals or otherwise in writing. You must fully honor all Gift Cards and Loyalty Cards regardless of whether a Gift Card or Loyalty Card was issued by us or another franchisee and regardless of whether the Gift Card or Loyalty Card has been discounted for third-party retailer fees pursuant to arrangements that we have established with such retailers for the sale of Gift Cards and Loyalty Cards.

6.11 Hours of Operation. You must continuously operate the Franchised Business on the days and during the minimum hours that we may periodically prescribe or approve.

6.12 Pricing. You agree that we reserve the right, to the fullest extent allowed by Law, to establish maximum, minimum or other pricing requirements with respect to the prices You may charge for the Products offered and sold at the Franchised Business.

6.13 Participation in Promotions. You acknowledge that periodic rebates, give-aways and other promotions and programs are an integral part of the System. Accordingly, you, at your sole cost and expense, from time to time will issue and offer such rebates, give-aways, discounts, incentives and promotions in accordance with any marketing programs, loyalty programs or customer survey/research programs established by us, and further will honor rebates, give-aways and other promotions issued by other franchisees as long as all of the above do not contravene the Laws of appropriate governmental authorities. We may require

You to participate in cooperative advertising programs with certain suppliers or approved sources of goods.

6.14 Music and Other Audio and Visual Entertainment. You agree to play only the type(s) of music and display only the types of visual entertainment, at decibel levels and in the manners that we may periodically prescribe or approve. You must acquire any and all copyright and broadcast licenses to do so at your expense. You must acquire and install any audio or visual equipment that we designate or require for use by Hooters Restaurants, and you must subscribe to music and video services as we may periodically specify, whether with an Approved Supplier. You must, to the extent and at the times and manners we designate, permit live performances of music and other entertainment at the Franchised Business, and must obtain our prior written consent prior to your doing so, in accordance with our System Standards.

6.15 Purchasing and Distribution Cooperatives. You must (i) become a member of any purchasing and/or distribution cooperative(s)/association(s)/program(s) (collectively, "Purchasing Programs"), if any, that we designate and/or establish for the System by the deadlines that we specify (which shall be before your Opening Date if we have already established such a Purchasing Program), (ii) remain a member in good standing thereof throughout the Term, and (iii) pay all reasonable membership fees assessed by any Purchasing Program.

6.16 Signage. All exterior and interior signs at the Franchised Business (the "Signs") must comply with the standard sign plans and specifications established by us and provided to you. You will, at your expense, prepare or cause the preparation of complete and detailed plans and specifications for the Signs and will submit them to us for written approval. We will have the absolute right to inspect, examine, videotape, and photograph the Signs at the Franchised Business during the term of this Agreement. You will be responsible for any and all installation costs, sign costs, architectural fees, engineering costs, construction costs, permits, licenses, repairs, maintenance, utilities, insurance, taxes, assessments, and levies in connection with the construction, erection, maintenance or use of the Signs including, if applicable, all electrical work, construction of the base and foundation, relocation of power lines and all required soil preparation work. You will comply with all Laws relating to the construction, erection, maintenance, and use of the Signs. You may not alter, remove, change, modify, or redesign the Signs unless approved by us in writing. We will have the right to redesign the specifications for the Signs without your approval or consent. Within ninety (90) days after receipt of written notice from us, you will, at your expense, either modify or replace the Signs so that the Signs displayed at the Franchised Business will comply with the new specifications. You will not be required to modify or replace the Signs more than once every five (5) years. At no time during or after the expiration of the Term may you "drape", obscure, paint over, remove or modify approved signage bearing our Marks without our express prior written consent and without complying with our instructions on how to do so.

6.17 Security Interest.

6.17.1 In order to secure payment of all amounts you are obligated to pay under this Agreement, by your signing this Agreement, you grant to us a first priority, unsubordinated security interest in all of your trade fixtures, equipment, inventory, and accounts receivable, and in the proceeds of the foregoing. You must execute

all documents we reasonably deem necessary to perfect our security interest in such items.

6.17.2 In any equipment or trade fixture lease or financing that you enter into in connection with the Franchised Business, you must include a provision approving us as transferee without any right to accelerate or to modify such lease or financing, and requiring the lessor or lender to send notice of any default of such lease or financing to us at our then-current address and to give us thirty (30) days from the date we receive such notice of default to cure such default. We are under no duty or obligation whatsoever to cure such default, but should we elect to cure such default, you must reimburse and indemnify us for any costs and expenses we incur in connection with the cure of such default, on our written request, so that we actually receive such reimbursement by the end of ten (10) days after we request such reimbursement.

6.18 Computer Systems and Software.

6.18.1 We have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between, or among Hooters Restaurants, including, without limitation: (a) back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at Hooters Restaurants, between or among Hooters Restaurants, and between and among the Franchised Business and us, our designee and/or you (b) cash register systems; (c) physical, electronic, and other security systems; (d) printers, "media wall" systems, and other peripheral devices; (e) archival back-up systems; and (f) internet access mode (e.g., form of telecommunications connection) and speed (collectively, the "Computer System").

6.18.2 We have the right, but not the obligation, to develop or have developed for us, or to designate: (a) computer software programs and accounting system software that you must use in connection with the Computer System ("Required Software"), which you must install; (b) updates, supplements, modifications, or enhancements to the Required Software, which you must install; (c) the tangible media upon which such you must record or receive data; and (d) the database file structure of your Computer System.

6.18.3 You must install and use the Computer System and Required Software in the manner required by us.

6.18.4 You must record all sales on the computer-based point of sale system specified by us in the Manuals or otherwise in writing, which will be deemed part of your Computer System.

6.18.5 You must implement and periodically make upgrades and other changes to the Computer System and Required Software as we may reasonably request in writing (collectively, "Computer Upgrades").

6.18.6 You must comply with all specifications issued by us with respect to the Computer System and the Required Software, and with respect to Computer Upgrades, at your expense. You must also afford us unimpeded access to your Computer

System and Required Software as we may request, in the manner, form, and at the times requested by us.

6.18.7 The Parties acknowledge and agree that changes to technology are dynamic and not predictable within the Term of this Agreement. To provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we will have the right to establish, in writing, new standards for the implementation of technology in the System. You also agree that you will abide by those new standards we establish.

6.19 Data.

6.19.1 All data provided by you, uploaded to our system from your system, and/or downloaded from your system to our system is and will be owned exclusively by us, and we will have the right to use such data in any manner that we deem appropriate without compensation to you. In addition, all other data created or collected by you in connection with the Computer System, or in connection with your operation of the business (including, but not limited to, consumer and transaction data), is and will be owned exclusively by us during the Term of, and following termination or expiration of, this Agreement. Copies and/or originals of such data must be provided to us upon our request. We license the use of such data back to you, at no additional cost, solely for the Term of this Agreement and solely for your use in connection with the Franchised Business.

6.19.2 We may, from time to time, specify in the Manuals or otherwise in writing the information that you must collect and maintain on the Computer System installed at the Franchised Business, and you must provide to us such reports as we may reasonably request from the data so collected and maintained. You must download daily, or in such other intervals as we may require, all information and materials we may require in connection with the operation of the Franchised Business, and will display such information and materials in the manner we may prescribe, including, without limitation, to employees of the Franchised Business, or on media displayed at the Franchised Business. During and subsequent to the Term of this Agreement, we will have the right to use all data pertaining to, derived from, or displayed at the Franchised Business (including, without limitation, data pertaining to or otherwise related to the Franchised Business' customers).

6.19.3 You must abide by all Laws pertaining to the privacy of consumer, employee, and transactional information ("Privacy Laws").

6.19.4 You must comply with our standards and policies pertaining to Privacy Laws. If there is a conflict between our standards and policies pertaining to Privacy Laws and actual applicable Laws, you must: (a) comply with the requirements of applicable Laws; (b) immediately give us written notice of said conflict; and (c) promptly and fully cooperate with us and our counsel in determining the most effective way, if any, to meet our standards and policies pertaining to Privacy Laws within the bounds of applicable Law.

6.19.4.1 You must maintain appropriate technical and organizational measures to ensure the security and confidentiality of all personal and sensitive information collected, processed, or stored in the course of business operations. You must indemnify and hold us harmless from any claims,

losses, or liabilities arising from security incidents or data breaches caused by your actions or omissions. We reserve the right to conduct periodic audits and assessments of your cybersecurity practices and compliance with this Agreement.

6.19.4.2 You must (i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) not directly or indirectly disclose Personal Information to anyone other than your authorized persons without each customer's prior written consent, except the extent required by law.

6.19.4.3 On a Data Breach or Data Incident, you must (i) notify us of the data breach or data incident as soon as practicable, (ii) take appropriate measures to mitigate the impact and prevent further unauthorized access, and (iii) notify affected customers of a data incident promptly and according to local and federal law. You will bear all expenses of the investigation and reporting of a data breach or data incident, and must cooperate fully with us and each customer's requests, including any insurance carriers to which customers report the incident, including for example, by providing access to us and any affected customer and/or our or their personnel or carriers, to relevant records, logs, files, data reporting or other materials requested.

6.19.5 You must not publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent as to such policy.

7 PRODUCTS AND SERVICES

7.1 Approved Suppliers. We may require you to purchase or lease certain Products and Services, other products and services, equipment, supplies, furnishings, fixtures, signage, inventory, ingredients, equipment, and other items required for the operation of the Franchised Business ("Restaurant Items"), solely from suppliers (including manufacturers, distributors, and other sources), that demonstrate, to our continuing sole satisfaction, the ability to meet our then-current standards and specifications for such items; that possess adequate quality controls and capacity to supply your needs promptly and reliably; that we has first approved in writing; and for which we have not thereafter withdrawn our approval (collectively, the "Approved Suppliers"). We will list such Approved Suppliers in the Manuals or in periodic bulletins and newsletters we may supply. You recognize that we will have the right to appoint only one Approved Supplier for a particular Restaurant Item. We or our affiliates may, in some instances, be the only designated supplier of a Restaurant Item. We and our affiliates may earn income for the sale or lease to you of Restaurant Items.

7.2 Approval Process. If you desire to purchase any Restaurant Items from a supplier that is not an Approved Supplier, you must submit to us a written request for our consent to use such supplier, and you will have such supplier acknowledge in writing that you are an independent entity from us and that we are not liable for debts you incur. We have sole discretion to approve or disapprove any or all Approved Suppliers. We will have the right to require that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered to us or to an independent laboratory that we designate for testing. You must reimburse us for the cost of the inspection and the actual cost of the test. We may also require that the supplier comply with such other requirements

as we may deem appropriate, including payment of continuing inspection fees and administrative costs. We reserve the right, following our consent for you to use any supplier, to reinspect the facilities and products of such supplier and to revoke our consent on the supplier's failure to continue to meet any of our then-current System Standards. If, in conjunction with the supplier providing Restaurant Items to you, any third party may obtain access to any of our Confidential Information or Trade Secrets, we may require, as a condition of approval of such supplier, that the supplier execute covenants of non-disclosure and non-competition in a form we provide.

7.3 Revenue from Purchases. We may require you to purchase or lease Restaurant Items from us, our affiliates, or third parties we designate or approve. You acknowledge and agree that we and our affiliates may enter into agreements with third parties, including, without limitation, suppliers and distributors, under which we and/or our affiliates may derive revenue, profits, and other benefits, including, without limitation, rebates, credits, discounts, allowances, monies, payments, or marketing assistance (collectively, "Allowances") as a result of consideration you pay to such third parties for purchases or leases we require you to make. These Allowances may be based on individual or System-wide purchases of Restaurant Items. You assign to us or our designee all of your right, title, and interest in and to any and all such Allowances and authorizes us or our designee to collect and retain any or all such Allowances without restriction (unless otherwise instructed by the supplier).

7.4 Limitations. You must offer and sell Products and Services only from the Franchised Business at the Site; only in accordance with the requirements of this Agreement, the procedures set forth in the Manuals, or as otherwise set forth by us in writing; and only to: (a) retail customers for consumption at or in common seating near to the Franchised Business; (b) retail customers for personal carry-out consumption of Products and Services sold at the Franchised Business; and (c) through delivery services to customers that purchase Products and Services for delivery to (and consumption in) their home or office, as described in this Agreement. You must not engage, unless expressly permitted by us in writing, in any other type of sale of, or offer to sell, or distribution of Products and Services, including, but not limited to, selling, distributing, or otherwise providing, any Products and Services at wholesale, or for resale or distribution by any third party, or through satellite locations, sales or mail order catalogs, temporary locations, carts or kiosks, the Internet, or through any other electronic or print media.

7.5 Test Marketing. We may from time to time conduct test marketing to determine consumer trends and the salability of new food or non-food products and services. You will participate in any test marketing we require by providing us with timely reports and other relevant information as we may request. In connection with test marketing, you will purchase for the Franchised Business the reasonable quantity of test products we specify and will use your best efforts to promote and sell test products.

7.6 Disclaimer of Warranties. WE AND OUR AFFILIATES EXPRESSLY EXCLUDE AND DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL GOODS THAT WE OR OUR AFFILIATES OFFER, SELL, OR REQUIRE FOR YOUR FRANCHISED BUSINESS (COLLECTIVELY, "SOURCED PRODUCTS"). YOUR EXCLUSIVE REMEDY AND OUR AND OUR AFFILIATES' EXCLUSIVE LIABILITY FOR ALL CLAIMS RELATED TO ANY SOURCED PRODUCTS IS (I) LIMITED TO YOUR REMEDIES AGAINST THE GIVEN THIRD PARTY SUPPLIER OR MANUFACTURER (WHICH SHALL NOT INCLUDE OUR AFFILIATES) FOR ANY OF THE SOURCED PRODUCTS THEY PROVIDE; AND (II) FOR ANY OF THE SOURCED PRODUCTS THAT WE OR OUR AFFILIATES PROVIDE,

LIMITED TO THE PURCHASE PRICE OF SUCH SOURCED PRODUCTS, PLUS SHIPPING COSTS, IF ANY, YOU PAID; OR, AT OUR OR OUR AFFILIATES' OPTION, THE REPLACEMENT OF SUCH SOURCED PRODUCTS. WE AND OUR AFFILIATES WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, MULTIPLIED, EXEMPLARY, OR PUNITIVE DAMAGES FOR ANY MATTER STATED IN THIS SECTION 7, REGARDLESS OF THE DIRECT OR INDIRECT CAUSE OF THE DAMAGES. This disclaimer of warranties does not affect any claims you may have against third party manufacturers or Approved Suppliers of any Sourced Products.

8 INTELLECTUAL PROPERTY

8.1 Marks. An affiliate has granted us the exclusive right to use and to license others to use the Marks and the System to establish Hooters Restaurants in the jurisdiction in which the Franchised Business is to be located. We have taken, and will take or cause to be taken, all steps we consider reasonably necessary to preserve and protect the ownership and validity of the Marks that we have designated for use in the System.

8.2 Acknowledgement. You covenant, warrant, represent, and agree that:

8.2.1 You must use only the Marks we designate and will use Marks only in the manner we authorize and permit. You agree that any unauthorized use of the Marks will constitute an infringement of our rights.

8.2.2 You must use the Marks only for the operation of the Franchised Business, and only at the Franchised Business, or in advertising for the Franchised Business.

8.2.3 You must operate and advertise the Franchised Business only under the name Primary Mark, except as otherwise authorized or required by us.

8.2.4 You must identify yourself as the independent owner of the Franchised Business in connection with any use of the Marks, including, without limitation, on invoices, order forms, receipts, menus, employee forms, and contracts, and at such conspicuous locations on the premises of the Franchised Business as we may require with our standards and specifications.

8.2.5 You must not use any Mark: (i) to incur any obligation or indebtedness on behalf of us or our affiliates; (ii) as a part of your corporate or other legal name; (iii) in any part of a web site domain name without our prior written consent, which consent we will not unreasonably withhold; or (iv) on a website, including, without limitation, a social media site, without our prior written consent.

8.2.6 You must file for and maintain, at your sole cost and expense, all trade name or business name registrations required by us or by Law.

8.2.7 You must promptly execute any powers of attorney or other we deem necessary to obtain or enhance protection for the Marks, to maintain the continued validity and enforceability of the Marks, to further our exercise of our rights under this Agreement, or otherwise.

8.2.8 As between the Parties, we have the sole and exclusive right and interest in and to the Marks and the goodwill associated with and symbolized by them.

8.2.9 The Marks are valid, distinctive, and serve to identify us as the source of the goods and services offered pursuant to those marks and by those who are authorized to operate under the System.

8.2.10 You must not directly or indirectly contest the validity, distinctiveness, or ownership of the Marks, or our right to license the Marks, either during the Term or thereafter.

8.2.11 You have no ownership interest or other interest in or to the Marks, except the license granted by this Agreement.

8.3 Copyrights. You acknowledge that as between the Parties, any and all present or future copyrights relating to the System or the Hooters Restaurant concept, including the Manuals (including the Supplements); the Recipes; our building designs, architectural renderings, and construction plans; and certain forms, advertisements, images, art, photography, promotional materials, and other written materials that we produce (collectively, the "Copyrights") belong solely and exclusively to us or our affiliates. You have no interest in the Copyrights beyond the non-exclusive license granted in this Agreement. Your use of the Copyrights inures to our benefit.

8.4 No Contesting Our Rights. During the Term of this Agreement and after its expiration or termination, you agree not to directly or indirectly contest our or our affiliates' ownership, title, right or interest in or to, or our license to use, or the validity of, (i) the Marks, (ii) the Copyrights, (iii) the Recipes, or (iv) any Trade Secrets (defined below), methods, or procedures that are part of the System (collectively, the "Intellectual Property"), or contest our sole right to register, use, or license others to use the Intellectual Property.

8.5 Changes to Intellectual Property. We have the right, upon reasonable notice, to change, discontinue, or substitute for any of the Intellectual Property and to adopt entirely different or new Intellectual Property for use with the System without any liability to you, in our sole discretion. You agree to implement any such change at your own expense within the time we reasonably specify.

8.6 Third-Party Challenges. You agree to notify us promptly of any unauthorized use of the Intellectual Property of which you have knowledge. You also agree to inform us promptly of any challenge by any person or entity to the validity of our ownership of or our right to license others to use any of the Intellectual Property. You will cooperate fully in defending or settling such challenges, as determined exclusively by us.

8.7 Franchisee-Developed Concepts. You agree to disclose to us all ideas, trademarks, service marks, trade dress, copyrightable works, recipes, concepts, methods, techniques, and products conceived or developed by you, your affiliates, owners or employees during the Term of this Agreement relating to the development and/or operation of the Franchised Business ("Improvements"). You grant to us all right, title and interest in and to, including moral rights and rights to sue for past infringement, the Improvements and they are deemed owned by us as if our creation. In the event for any reason applicable law will not enforce our ownership of the Improvements, you grant to us and agree to procure from you affiliates, Owners or employees a perpetual, non-exclusive, and worldwide right to use any such ideas, concepts, copyrightable works, trademarks, service marks, trade dress, recipes, methods, techniques and products in all food and beverage service businesses operated by us or our affiliates, franchisees and designees. We will have no obligation to make any payments to you with respect to any such ideas, concepts, methods, techniques, or

products. You agree that you must not use or allow any other person or entity to use any Improvement without obtaining our prior written approval.

9 CONFIDENTIAL INFORMATION AND COVENANTS

9.1 Definitions.

9.1.1 "Confidential Information" means any information that we disclose to you that we designate as confidential or that, by its nature, would reasonably be expected to be held in confidence or kept secret, whether such disclosure occurred prior to or after the Effective Date. Without limiting the definition of "Confidential Information," all the following will be conclusively presumed to be Confidential Information whether or not we designate them as such: (i) all information that we has marked or designated as confidential; (ii) the Manuals; (iii) our System Standards, training programs, and the material contained in them; (iv) our rules, guidelines, standards, specifications, plans, programs, procedures, and agreements, related to the development, opening, and operation of Hooters Restaurants; (v) our cost information; and (vi) all other information that we provides to franchisee in confidence, except where such information is a Trade Secret.

9.1.2 "Trade Secrets" means information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who may obtain economic value from its disclosure or use, whether you obtained such information prior to or after the Effective Date of this Agreement. Without limiting the definition of "Trade Secret," all the following will be conclusively presumed to be Trade Secrets whether or not we or any judicial or other administrative body has designated them as such: (i) the System's guest lists, and the contact information of such guests, including, without limitation, guest lists and contact information compiled by you; (ii) our Recipes, lists of ingredients, preparation instructions, and serving instructions; (iii) our advertising, marketing, and public relations strategies; (iv) our marketing analyses; (v) products and services that we proposes to introduce, but that it has not yet introduced; and (vi) our expansion plans.

9.1.3 The terms "Confidential Information" and "Trade Secret" do not include: (i) information generally known to the public at the time we disclose it to you; (ii) information that becomes known to the public after we disclose it to you, unless it becomes known due to your breach of this Agreement or someone else's breach of a duty to maintain confidentiality; or (iii) information you can prove was within your legitimate and unrestricted possession at the time we disclosed it to you.

9.2 Confidentiality. You must not, during the Term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, entity, association, or corporation any Confidential Information, Trade Secret, knowledge, or know-how concerning the methods of operation of the business franchised hereunder which may be communicated to you or of which you may be apprised by virtue of your operation under the terms of this Agreement. You must divulge such Confidential Information only to such of your employees as must have access to it in order to operate the Franchised Business. employee who may have access to any Confidential Information regarding the Franchised Business must execute a covenant with you that s/he will maintain the confidentiality of information s/he receives in connection with her/his association with You. Such covenants will be on a form provided by us which form will, among other things,

designate us as a third party beneficiary of such covenants with the independent right to enforce them. You specifically agree that these restrictions are applicable even before you open the Franchised Business since you will receive valuable information and training about the System and the operation of the Franchised Business before you begin operations of your Franchised Business. You agree that you are liable under this provision even if you do not open the Franchised Business as this Agreement requires.

9.3 Restrictive Covenants.

9.3.1 Definitions.

9.3.1.1 "Competing Activity" means: (i) owning, developing, opening, managing, supervising, controlling, operating or providing training to any Competing Business; or (ii) authorizing, assisting, inducing or leasing or licensing any property of any kind to another to own, develop, open, manage, supervise, control, operate or provide training to a Competing Business.

9.3.1.2 "Competing Business" means a full-service restaurant or bar concept, other than a business Franchisee operates pursuant to an agreement with us, HOA Franchising, LLC or HOA Systems, LLC that (i) features Female Sex Appeal (as defined below); or (ii) has an all-female staff of servers; or (iii) is a sports bar or sports and grill format establishment or is a beach bar themed establishment; or (iv) offers the same or substantially similar food and beverage products as offered by a Hooters Restaurant. Without limiting the generality of the foregoing, all of the following businesses must conclusively be deemed to be Competing Businesses: (a) Tilted Kilt®, Winghouse®, Twin Peaks®, Bikinis® and any other restaurant or bar concept that features female sex appeal; and (b) Wing Stop®, Buffalo Wild Wings®, Buffalo's®, T. MAC®; Boston Pizza Restaurant & Sports Bar, Beef "O" Brady's; East Coast Wings; Bar Louie; Old Chicago Pizza & Taproom; Buffalo Wings & Rings; Brass Tap; Native Grill & Wings; Beers of The World; Miller's Ale House; Duffy's Sports Grill; Dave & Buster's and any other restaurant concept that focuses on the sale of the same or similar food and beverage items as offered by a Hooters Restaurant. "Female Sex Appeal" refer to servers, hostesses, bar tenders, entertainers, décor and any other images of women wearing: (i) tight clothing; (ii) short shorts, skirts, skorts, or dresses; (iii) low-cut, backless or sleeveless tops; (iv) lace, mesh or see-through clothing; (v) clothing that reveals the midriff; or (vi) athletic wear.

9.3.2 In-Term Covenant Not to Compete. You covenant, warrant, represent, and agree that you, your Owners, and your affiliates will not, during the Term of this Agreement, individually or jointly with others, directly or indirectly, by, through, on behalf of, or in conjunction with, any other person or entity: (i) engage in a Competing Activity; (ii) act as a director, officer, shareholder, partner, member, employee, independent contractor, consultant, principal, agent, or proprietor, or participate or assist in the establishment or operation of, directly or indirectly, any business engaged in a Competing Activity, except that you may purchase or hold less than five percent (5%) of the shares of any publicly-traded business engaged in a Competing Activity; or (iii) divert or attempt to divert any business from your Franchised Business or the System.

9.3.3 Post-Term Covenant Not to Compete. You covenant, warrant, represent, and agree that you, your Principal Owners or your affiliates will not, beginning at the expiration or termination of this Agreement (collectively, a "Triggering Event") and continuing for two (2) years thereafter or two (2) year after a court of competent jurisdiction enters an order enforcing this Section 9.3, whichever occurs last, individually or jointly with others, directly or indirectly, by, through, on behalf of, or in conjunction with, any other person or entity: (i) engage in a Competing Activity within (a) your Protected Market Area, (b) any of your Protected Market Areas or former Protected Market Areas under any other agreement with us or our affiliates; or (c) within a 10-mile radius of any other Hooters Restaurant in existence or under construction as of the date of the Triggering Event (collectively, the "Restricted Area"); provided however that you may purchase or hold less than five percent (5%) of the shares of any publicly-traded Competing Business; or (ii) divert or attempt to divert any business from your Franchised Business or the System within the Restricted Area.

9.3.4 Directives. In the event of any dispute related to this Section 9, you hereby direct any third party construing this Section 9, including, without limitation, any court, mediator, master, or other party acting as trier of fact or law:

9.3.4.1 To conclusively presume that the restrictions set forth in this Section 9 are reasonable and necessary in order to protect: (i) our legitimate business interests, including, without limitation, the interests of our other franchisees; (ii) the confidentiality of our Confidential Information and the secrecy of our Trade Secrets; (iii) the integrity of the System; (iv) our investment in the System; (v) the investment of our other franchisees in their franchised businesses; and (vi) the goodwill associated with the System.

9.3.4.2 To conclusively presume that this Section 9 was made freely and voluntarily by you, as an independent business operator to which we delivered good and valuable consideration, in an arms-length commercial transaction between skilled and experienced business professionals.

9.3.4.3 To conclusively presume that the restrictions set forth in this Section 9 will not unduly burden your ability to earn a livelihood.

9.3.4.4 To construe this Section 9 under Laws governing distribution contracts between commercial entities in an arms-length business transaction, and not under Laws governing contracts of employment.

9.3.4.5 To conclusively presume that any violation of any of the terms of this Section 9: (i) was accompanied by the misappropriation and inevitable disclosure of our Confidential Information, Trade Secrets, and other methods and procedures; and (ii) constitutes a deceptive and unfair trade practice and unfair competition.

9.4 Individual Covenants. You agree that you will require all Owners and managers who we designate to sign a confidentiality and non-competition agreement on the form that we have approved. Your failure to obtain execution of a covenant required by this Section 9 will constitute a default under this Agreement.

9.5 Reduction in Scope. You understand and acknowledge that we have the right to reduce the scope of any covenant set forth in Section 9 in this Agreement, or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof; and you agree that you must comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 21 below.

9.6 Claims Not a Defense. You expressly agree that the existence of any claims you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants in this Section 9. You agree to pay all costs and expenses (including reasonable attorneys' fees) we incur in connection with the enforcement of this Section 9.

9.7 Defaults. You acknowledge that your violation of the terms of this Section 9 would result in irreparable injury to us for which no adequate remedy at law may be available, and you accordingly consent to the issuance of an injunction prohibiting any conduct by you in violation of the terms of this Section 9.

10 ACCOUNTING, RECORDS, AND INSPECTIONS

10.1 Inspections.

10.1.1 You grant us, as well as any third-party representative which we may from time to time designate, the right to enter the Site and Franchised Business at any time to inspect, photograph, audiotape, or videotape the Franchised Business and the equipment and operations thereof, to ensure compliance with this Agreement, the System Standards and the Manuals; provided, however, that we and our designated third-party representative, in the exercise of this right, will use reasonable efforts to prevent what we deem to be unnecessary disruption or interference with the operation of the Franchised Business. You must cooperate with us and our designated third-party representative in such inspections by rendering such assistance as we and our designated third party representative may request, and must enforce and comply with all inspection standards we may establish; and, on notice from us, and without limiting our other rights under this Agreement, will take such steps as may be necessary to correct immediately the deficiencies detected during any such inspection, including, without limitation, immediately desisting from the further use of any products, equipment, services, or supplies, including, without limitation, advertising material, that do not conform to our then-current standards or specifications.

10.1.2 You further agree to permit us, as well as any third-party representative which we may from time to time designate, at any time, to remove from the Franchised Business samples of items without payment therefor, in amounts reasonably necessary for testing by us or an independent laboratory to determine whether such samples meet our then-current standards and specifications. We may require you to bear the cost of such testing if we have not previously approved the supplier of the item, or if the sample fails to conform to our specifications.

10.1.3 We and our designated agents will have the right, at all times, to examine and copy, at our expense, the books, records, tax returns, and tax filings of you and the Franchised Business. We will also have the right, at any time, to have an independent audit made of the books of the Franchised Business. If an inspection reveals that any payments to us have been understated in any report to us, you must immediately pay to us the amount understated on our demand, plus interest on such amount from the date such amount came due until paid, at the Default Rate, calculated on a daily basis. If an inspection discloses an understatement in any payment to us of two percent (2%) or more, you must, in addition, reimburse us for any and all costs and expenses related to the inspection (including, without limitation, travel, food, lodging, and wage expenses of our personnel, and accounting and legal fees and costs); and, at our discretion, will submit audited financial statements prepared, at your expense, by an independent certified public accountant satisfactory to us. If an inspection discloses an understatement in any payment to us of four percent (4%) or more, such act or omission will constitute grounds for termination of this Agreement. The foregoing remedies will be in addition to any other remedies we may have pursuant to this Agreement or at law, in equity, or otherwise.

10.2 Accounting and Records

10.2.1 You must maintain and preserve for at least four (4) years after the dates of their preparation, full, complete, and accurate books, records, and accounts, prepared in accordance with generally-accepted accounting principles consistently applied, in the form and manner we prescribe.

10.2.2 You must submit to us:

10.2.2.1 After the opening of the Franchised Business: (i) a royalty report, on a four (4)-week accounting period basis, in the form we prescribe, that accurately states all Gross Sales during each preceding four (4)-week accounting period and that provides such other data or information as we may require, so that we actually receives such report by the end of ten (10) days after the end of each such four (4)-week accounting period; (ii) profit and loss statements and balance sheets prepared in a form that we will designate and in accordance with generally-accepted accounting principles consistently applied for each accounting period, so that we actually receives such information by the end of fifteen (15) days after the end of each period covered by the report; and (iii) copies of all tax returns that you are required by Law to file related to the Franchised Business, so that we actually receive such returns by the end of ten (10) days after the end of the applicable tax reporting period.

10.2.2.2 Reports of daily receipts, vendor purchases, payroll payments, and such other forms, reports, records, and information as we may request from time to time, and reports of all rebates, discounts, allowances, marketing assistance, or other benefits received from vendors, on forms we provide to You or in the form we specify.

10.2.2.3 Such records, reports, documents, data, certificates, and other information related to this Agreement, your obligations, or the Franchised

Business, as we may require, so that we actually receive such items by the end of ten (10) days after our request.

10.2.3 You must, at your expense, provide to us a profit and loss statement and balance sheet, accompanied by a review report certified by your chief executive officer or chief financial officer, within ninety (90) days after the end of each of your fiscal years, showing the results of operations of the Franchised Business during such fiscal year. We reserve the right to require you to have such review report prepared by an independent certified public accountant satisfactory to us.

10.2.4 You must pay us $100 per day for each day that any records, reports, documents, data, certificates, and other information that we require remains outstanding after the due date for the records, reports, documents, data, certificates, and other information, whether outstanding in full or in part.

10.2.5 You must comply with the daily accounting and reporting procedures we prescribe, as modified from time to time, and will purchase the accounting and reporting equipment, including, without limitation, point of sale equipment, that we require.

10.2.6 You hereby grant permission to us to release to your landlord, lender(s) or prospective landlord(s) and lender(s), any financial and operational information relating to you and/or the Franchised Business; however, we have no obligation to do so. Additionally, you grant permission to us to request and obtain information from your landlord(s) and lender(s) and for such landlords and lenders to respond to any and all questions from us regarding you and/or the Franchised Business.

11 ADVERTISING

11.1 Grand Opening Advertising. You must spend at least $10,000 in Grand Opening Marketing Expenses (the "Grand Opening Marketing Expense") to promote the grand opening of the Franchised Business. The Grand Opening Marketing Expense must be expended during the 60-day period beginning 30 days prior to your Opening Date and ending and 30 days after your Opening Date. We will provide a list of marketing assets/partners as an option for you to utilize to promote the grand opening. However, you may utilize other local marketing partners instead. You must provide receipts of expenditures for the Grand Opening Marketing Expense to us upon request. We must approve all advertising you use related to your Hooters Restaurant before you publish it.

11.2 National Ad Fund.

11.2.1 We or our designee may, upon ninety (90) days' prior written notice to you, establish and then administer and maintain a fund (the "National Ad Fund"), on terms we determine. You agree to pay us the National Ad Fund Fee We or our designee direct all advertising and promotional programs and have sole discretion over the creative concepts, contents, sponsorships, materials, endorsements, media used, geographic, market, and media placement, and allocation of these programs. We reserve the right to use any media, create any programs, and allocate advertising and promotional expenditures to any regions or locales we deem appropriate. We use the National Ad Fund to: maximize general public recognition of the Hooters® System and the Marks; pay the costs of preparing audio and written advertising and marketing materials, including but not limited to television, radio, magazine, newspaper, and digital campaigns; engaging in

research and development; administering national, regional and multi-regional advertising programs; purchasing sports or entertainment sponsorships; holding conventions and pageants, purchasing e-commerce rights, products or services, direct mail and other media advertising; maintaining or paying third parties to maintain on-line ordering and fulfillment systems and advertising or promotional related software and services; supporting public relations and market research, including but not limited to, for the purposes of brand reputation management; employing outside public relations firms and advertising agencies to assist in these activities; paying all expenses including without limitation registration fees and legal fees to evaluate, develop, register, maintain and enforce the Marks; establishing, developing, maintaining, modifying, servicing or hosting social media accounts, websites, text messaging advertising, call centers or other e-commerce or communication programs or services; paying the costs of enforcement of collections of the National Ad Fund Fee; paying administrative costs, accounting fees, and overhead (including allocating our employees' salaries and benefits and our overhead expenses to the National Ad Fund to the extent that any employee performs services for the National Ad Fund or overhead expenses benefit the National Ad Fund), and engaging in other advertising, promotion and marketing development and placement activities we designate or approve in our sole discretion to directly or indirectly promote the System, our franchisees, and/or increase System sales, such as limited time menu offerings, crew incentives, franchisee incentives and/or promotional programs, customized materials, up-sell programs, guest response programs, manager/employee recognition programs, quality assurance and food safety programs, mystery shop programs and other customer service survey and response programs, brand applications, and in-store equipment and technologies related to such programs. The National Ad Fund may, at our option, use an in-house advertising department or any local, national, or regional advertising agency we choose. We undertake no obligation, in administering the National Ad Fund, to make expenditures for you in your Protected Market Area that are equivalent to your contribution or to ensure that any you benefit directly or *pro rata* from the National Ad Fund's expenditures. We may use a number of our affiliated companies to facilitate the advertising and promotional programs the National Ad Fund purchases.

11.2.2 All sums you pay to the National Ad Fund will be maintained in an account separate from the other monies of us. The National Ad Fund will not otherwise inure to our benefit. We or our designee will maintain separate bookkeeping accounts for the National Ad Fund. We will prepare an annual statement of monies collected and costs incurred by the National Ad Fund and furnish the statement to you on reasonable written request, not more than once per year. However, the National Ad Fund is not audited. Any audit of the National Ad Fund is at our sole discretion and will be at the expense of the franchisee requesting the audit. We have no obligation to provide an audit of the National Ad Fund.

11.2.3 We anticipate that most contributions to and earnings of the National Ad Fund will be expended for advertising or promotional purposes during the taxable year in which the National Ad Fund receives such contributions and earnings. To the extent that excess amounts remain in the National Ad Fund at the end of such taxable year, all expenditures in the following taxable year will be made first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from contributions. We, in our sole discretion, may spend in any fiscal year an amount greater or less than any aggregate contributions to the National Ad Fund in that year. We may cause the National Ad Fund to borrow from Us or our affiliates or other lenders to cover deficits of the National Ad Fund. We may cause the National Ad Fund to invest any surplus for future use.

11.2.4 The National Ad Fund will not be an asset of us or our designee. We will not have any direct or indirect liability or obligation to You, the National Ad Fund, or otherwise, related to the maintenance, management, direction, administration, or otherwise of the National Ad Fund. You acknowledge and agree that: (i) your and our rights and obligations with respect to the National Ad Fund and all related matters are governed solely by this Agreement; and (ii) this Agreement and the National Ad Fund are not in the nature of a "trust," "fiduciary relationship," or similar special arrangement, and are rather an arms-length commercial relationship between independent business entities for their independent economic benefit.

11.2.5 We retain the right to terminate the National Ad Fund. We will not terminate the National Ad Fund until all monies in the National Ad Fund have been expended for advertising or promotional purposes or returned to contributors on the basis of their respective contributions.

11.3 Local Advertising.

11.3.1 You must spend each calendar year at least a percentage of the Gross Sales of the Franchised Business on qualifying local advertising and promotion as we may designate from time to time (the "Minimum Local Advertising Expenditure"). We will not require that the aggregate of the Minimum Local Advertising Expenditures, Local Advertising Cooperative contributions and National Ad Fund Fee exceed 5.5% of your Gross Sales. Within 6 months of the end of each calendar year, you must provide receipts evidencing qualified expenditures toward your Minimum Local Advertising Expenditure. If you fail to meet the Minimum Local Advertising Expenditure in any year, then you must pay to us an amount equal to the Minimum Local Advertising Expenditure for such year minus the amount of qualifying expenditures you actually spent on local advertising and promotion in such year (the "Shortfall Payment"). Notwithstanding the foregoing, your failure to meet the Minimum Local Advertising Expenditure is a breach of this Agreement and your payment of the Shortfall Payment will not cause us to waive any rights we have with respect to such breach under this Agreement.

11.3.2 You must comply with the local advertising obligations set forth in this Agreement and the Manuals. You may conduct such additional local advertising and promotion of the Franchised Business as you deem appropriate. All advertising and promotion you conduct must conform to such standards and requirements as we may specify. You must submit to us for our prior written approval samples of all advertising and promotional plans and materials that you desire to use and that we have not prepared or previously approved. You must display the Marks in the

manner we prescribe on all signs and other advertising and promotional materials used in connection with the Franchised Business. During the Term, we may, in our sole judgment, designate which expenditures will, or will not, count toward your required Minimum Local Advertising Expenditure. For example, amounts spent on advertising media (such as television, radio, newspaper, magazines, and outdoor advertising), point-of-sale advertising materials and programs (such as in-restaurant graphics but excluding permanent signage), point-of-purchase materials (excluding packaging), brochures, catalogs and mails are qualifying expenditures. Non-qualified expenses include basic satellite and/or cable television subscriptions, music subscriptions, any form of video entertainment services, and salary and other compensation expenses associated with your (or your affiliate's) employees. Any promotional offer fulfillment, coupon redemption, whether in the form of free food or price reduction, or any other discount of any kind is not a permissible local advertising expense.

11.3.3 We may provide to you, at your expense, such advertising and promotional plans and materials as we deem advisable for local advertising. We may develop advertising programs for the promotion of the Marks or merchandise offered at Hooters Restaurants, and you must comply with the requirements of such programs.

11.4 Local Advertising Cooperatives. If a local advertising cooperative or LAA (defined below) is established for an area that includes your Protected Area (the "Designated Area"), you will be required to contribute to it an amount determined by the local or regional advertising cooperative as set forth in this Section 11.4, and upon 90 days' notice from us, we may require that some or all of you Minimum Local Advertising Expenditure be contributed to the LAA. We may require that such a local advertising cooperative or LAA is established for your local area or region, and may require that advertising cooperative rules, governing documents and expenditures be subject to our approval. When two or more Hooters Restaurants, including the Franchised Business, are opened in your Designated Area (or other Designated Area designated by us), you will become a "Member" of and participate in a local advertising group (the "Local Advertising Association" or the "LAA") which will conduct and administer media advertising, promotion, marketing and public relations ("Advertising and Marketing") for the benefit of the Hooters Restaurants located in the Designated Area, subject to the following terms and conditions:

11.4.1 The LAA will consist of all Hooters Restaurants in the Designated Area, including the Hooters Restaurants owned by us or an affiliated company in the Designated Area. Each Hooters Restaurant in the area governed by it must make its required contributions and participate in its activities and be subject to its governing documents.

11.4.2 Each Hooters Restaurant in the Designated Area, including the Hooters Restaurants owned by us or an affiliated company, will be a Member of the LAA. Each Member will have one vote for each franchised or company-owned Hooters Restaurant owned by it in the Designated Area on all matters to be voted upon at duly convened meetings.

11.4.3 Each Member will be given five days' written notice of any proposed meeting. A quorum consisting of a majority of all Members of the LAA will be required to convene any meeting of the LAA. A majority vote by the Members present at a

duly convened meeting will be required to pass any proposed resolutions or motions. All meetings will be conducted according to Robert's Rules of Order.

11.4.4 The purpose of the LAA will be to conduct Advertising and Marketing for the benefit of all Hooters Restaurants located in the Designated Area.

11.4.5 The LAA will not conduct any Advertising and Marketing program or campaign for the Hooters Restaurants in the Designated Area unless and until we have given the LAA prior written approval for all concepts, materials or media proposed for any such Advertising and Marketing program or campaign.

11.4.6 On or before the 10th day of each month, each Member of the LAA will contribute up to 3% of the monthly Gross Revenues generated during the previous month by the Member's Hooters Restaurant to the LAA (the "Local Advertising Cooperative Fee"). The Local Advertising Cooperative Fee may be increased to greater than 3% of Gross Sales if 50% or more of its members vote in favor of doing so. The Local Advertising Cooperative Fee contributed by the Members will be used by the LAA for Advertising and Marketing programs and campaigns for the benefit of all Hooters Restaurants in the Designated Area. The cost of all Advertising and Marketing in the Designated Area must be approved by a majority vote of all Members present at a duly convened meeting. If the cost of the Advertising and Marketing approved by the Members exceeds the amount of funds available to the LAA, then the Local Advertising Cooperative Fee payable by you and all other Members to the LAA pursuant to this provision may be increased by vote of a majority of the Members present at a duly convened meeting. You will contribute the amount of the Local Advertising Fee agreed to by the Members to the LAA in accordance with this provision.

11.4.7 The LAA will, within 20 days after the end of each calendar quarter, furnish to us and its Members in the form prescribed by us, a written summary of the Members' contributions to the LAA and an accurate accounting of the LAA's expenditures for approved Advertising and Marketing.

11.4.8 The Local Advertising Cooperative Fee paid by you to the LAA may be applied to the 5.5% Minimum Local Advertising Expenditure requirement in this Agreement. Otherwise, contributions to the LAA by you pursuant to this provision will be in addition to the payment of the National Ad Fund Fees and your other advertising obligations set forth in this Agreement.

11.5 Digital Marketing.

11.5.1 Restrictions. We or our affiliates, in our sole discretion, may establish and operate websites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, Snapchat, TikTok, etc.), applications, keyword or adword purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), mobile applications, online videos, display banner campaigns, branded content social media campaigns, e-mail marketing campaigns, or other means of digital advertising on the Internet or any other means of digital or electronic communications (collectively, "Digital Marketing") that are intended to promote the Marks, your Franchised Business, and the entire network of Businesses. We will have the sole right to control all aspects of any Digital Marketing, including those related to the Franchised Business.

11.5.2 Digital Marketing By You. Unless we consent otherwise in writing, you may not, directly or indirectly, conduct or be involved in any Digital Marketing that use the Marks or that relate to the Franchised Business. If we do permit you to conduct any Digital Marketing, you must (i) comply with any Standards or content requirements that we establish periodically and must immediately modify or delete any Digital Marketing that we determine, in our sole discretion, is not compliant with such Standards or content requirements, (ii) only use materials that we have approved and must submit any proposed modifications to us for our approval, (iii) not use any Mark on any aspect of the Digital Marketing (including in any domain name, address, or account) except as we expressly permit, (iv) include any information that we require, and (v) include only the links that we approve or require. We retain the right to pre-approve your use of linking and framing between any Digital Marketing that you conduct and all other websites. If we consent to your use of the Marks (or words or designations similar to the Marks) in any domain name, electronic address, website, or other source identifier, we may register such names, addresses, websites, or identifiers and then license use of the registered item back to you under a separate agreement. You must pay all costs due for registration, maintenance, and renewal of any such names, addresses, websites, or identifiers that we approve and maintain on your behalf. We retain the ownership of Copyright to any of the materials that you may develop for use on the Internet. We may withdraw our approval for any Digital Marketing at any time.

11.5.3 Electronic Identifiers; E-Mail. You must not use the Marks or any abbreviation or other name associated with us and/or the System as part of any e-mail address, domain name, and/or other identification of You in any electronic medium without our prior consent. You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without first obtaining our written consent as to: (a) the content of such e-mail advertisements or solicitations; and (b) your plan for transmitting such advertisements. In addition to any other provision of this Agreement, you must be solely responsible for compliance with any Law pertaining to sending e-mails including but not limited to the "CAN-SPAM Act of 2003."

11.6 Our Advertising Materials. We may periodically formulate, develop, produce, and conduct, at our sole discretion, advertising or promotional programs in such form and media as we determine to be most effective. We may make available to you for you to purchase approved advertising and promotional materials, including signs, posters, collaterals, etc. that we have prepared. We or our affiliates will retain all copyrights relating to such advertising materials.

12 INSURANCE

12.1 You must obtain, prior to the commencement of any operations under this Agreement, and will maintain in full force and effect at all times, at your expense, an insurance policy or policies insuring you, together with HOA Newco LLC, HOA Franchise HoldCo, HOA RoyaltyCo, LLC, HOA Systems, LLC, Hooters Brand Management, LLC, HOA Franchising, LLC and us) as additional insureds, against any demand or claim related to personal injury, death, or property damage, or any other loss, expense, liability, damage, or damages whatsoever, arising out of or related to the Franchised Business.

12.2 Such policy or policies will be written by an insurance company rated A-minus or better, in Class 10 or higher, by A.M. Best Insurance Ratings Service, must be satisfactory to us, and

must be in accordance with standards and specifications set forth in the Manuals or otherwise in writing from time to time, and must include, at a minimum (except as we may specify additional coverages and higher policy limits from time to time), the following initial minimum coverages:

12.2.1 Commercial general liability insurance, including coverage for bodily injury, property damage, products/completed operations liability, contractual liability, broad form property damage, personal injury, advertising injury, fire damage, medical expenses, with limits of not less than of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate (except for fire damage and medical expense coverages, which may have limits of not less than Fifty Thousand Dollars ($50,000) for one fire and Five Thousand Dollars ($5,000) for one person, respectively). This policy must include HOA Newco LLC, HOA Franchise HoldCo, HOA RoyaltyCo, LLC, HOA Systems, LLC, Hooters Brand Management, LLC, HOA Franchising, LLC and us, and our and their subsidiaries, affiliates, directors, officers and employees as additional insureds for their liability arising from services under this Agreement.

12.2.2 Commercial automobile liability providing coverage for owned, hired, and non-owned vehicles used in connection with this Agreement in an amount of not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage. This policy must include HOA Newco LLC, HOA Franchise HoldCo, HOA RoyaltyCo, LLC, HOA Systems, LLC, Hooters Brand Management, LLC, HOA Franchising, LLC and us, and our and their subsidiaries, affiliates, directors, officers and employees as additional insureds for their liability arising from services under this Agreement.

12.2.3 Excess liability or umbrella coverage as excess over the primary underlying general liability, liquor liability, employers liability, and automobile liability coverages in an amount of not less than Fifteen Million Dollars ($15,000,000) per occurrence and in the aggregate. In addition to including the general policy provisions as outlined within this Agreement, the terms of the policy must be at least as broad as the underlying general liability, liquor liability, employers liability and automobile liability policies required herein. This policy must include HOA Newco LLC, HOA Franchise HoldCo, HOA RoyaltyCo, LLC, HOA Systems, LLC, Hooters Brand Management, LLC, HOA Franchising, LLC and us, and our and their subsidiaries, affiliates, directors, officers and employees as additional insureds for their liability arising from services under this Agreement. All such coverages must be on an occurrence basis.

12.2.4 Comprehensive crime and blanket employee dishonesty insurance in an amount not less than One Million Dollars ($1,000,000). Coverage must include loss of money, securities, or other property owned by HOA Newco LLC, HOA Franchise HoldCo, HOA RoyaltyCo, LLC, HOA Systems, LLC, Hooters Brand Management, LLC, HOA Franchising, LLC and us, in your care, custody or control through any fraudulent acts or dishonest acts committed by you or your employees whether acting alone or in collusion with others.

12.2.5 All-risk property insurance, including theft and flood coverage (when applicable), covering the Franchised Business building, improvements, furniture, fixtures, equipment, and food and beverage products. Coverage must be written in a value that will cover not less than one hundred percent (100%) of the replacement cost

of the building and one hundred percent (100%) of the replacement cost of the contents of the building, with no co-insurance.

12.2.6 Business interruption insurance of not less than Fifty Thousand Dollars ($50,000) per month and must cover at least your obligations with respect to leases, royalties, advertising fund obligations, fixed costs, and other recurring expenses with a limit of not less than six (6) months of coverage.

12.2.7 Workers' compensation/employer's liability insurance, and such other insurance as may be required by Law, including unemployment compensation insurance, disability insurance and other mandatory insurance, in such coverages as the Law may now or later require. Employers Liability in an amount not less than $1,000,000 per accident for bodily injury, $1,000,000 policy limit by disease and $1,000,000 per employee for bodily injury by disease, or as may be legally required, whichever is greater. The policy cannot include an exclusion for any employee, owner, sole proprietor, member or officer.

12.2.8 Employment practices liability insurance of not less than One Million Dollars ($1,000,000) per occurrence and aggregate.

12.2.9 Cyber liability insurance with an insuring agreement for multimedia liability coverage of not less than One Million Dollars ($1,000,000) per occurrence and aggregate. This policy must include HOA Newco LLC, HOA Franchise HoldCo, HOA RoyaltyCo, LLC, HOA Systems, LLC, Hooters Brand Management, LLC, HOA Franchising, LLC and us, and our and their subsidiaries, affiliates, directors, officers and employees as additional insureds for their liability arising from services under this Agreement.

12.2.10 Dram Shop/ Liquor Liability (only required if alcohol beverages are sold or served) of not less than Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate. This policy must include HOA Newco LLC, HOA Franchise HoldCo, HOA RoyaltyCo, LLC, HOA Systems, LLC, Hooters Brand Management, LLC, HOA Franchising, LLC and us, and our and their subsidiaries, affiliates, directors, officers and employees as additional insureds for their liability arising from services under this Agreement.

12.3 Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified will not be limited in any way by reason of any insurance that we may maintain, nor will your performance of such obligations relieve you of liability under the indemnity provisions set forth in Section 17 of this Agreement.

12.4 Prior to the opening of the Franchised Business, and thereafter at least thirty (30) days prior to the expiration of any such policy, you must deliver to us certificates of insurance evidencing the proper coverage with limits not less than those required under this Agreement. All certificates will expressly provide that the insurer will give us not less than thirty (30) days' prior written notice in the event of material alteration to, termination of, non-renewal of, or cancellation of, the coverages evidenced by such certificates.

13 TRANSFER OF INTEREST

13.1 Transfer by us. We will have the absolute right to transfer, assign, and delegate all or any part of our rights and obligations under this Agreement to any person or entity we deem

appropriate. Such transfer, assignment, or delegation will affect a complete novation as to the right or obligation transferred, assigned, or delegated. After such transfer, assignment, or delegation, you must look solely to the transferee, assignee, or delegatee, and not to us, for the satisfaction of any obligation transferred, assigned, or delegated. We may also, without your consent, transfer, assign, or otherwise alter any or all of the ownership in us.

13.2 Transfer by you or your Owners.

13.2.1 Definitions.

13.2.1.1 "Transfer" as a verb means to sell, assign, give away, transfer, pledge, mortgage, or encumber, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings), direct, indirect, or beneficial interest in this Agreement, the Franchised Business, substantially all the assets of the Franchised Business, or in the ownership of you (if you are an entity). "Transfer" as a noun means any such sale, assignment, gift, transfer, pledge, mortgage, or encumbrance

13.2.1.2 A "Control Transfer" means any Transfer of (i) this Agreement or any interest in this Agreement; (ii) the Franchised Business or all or substantially all of the Franchised Business's assets; or (iii) any Controlling Ownership Interest (defined below) in you (if you are an entity), whether directly or indirectly through a transfer of legal or beneficial ownership interests in any Owner that is an entity, and whether in one transaction or a series of related transactions, regardless of the time period over which these transactions take place.

13.2.1.3 A "Controlling Ownership Interest" in you (if you are an entity) means either (i) 25% or more of the direct or indirect legal or beneficial ownership interests in you, or (ii) an interest the acquisition of which grants the power (whether directly or indirectly) to direct or cause the direction of management and polices of you or the Franchised Business to any individual or entity, or group of individuals or entities, that did not have that power before that acquisition. Notwithstanding the foregoing, a Control Transfer shall not include a Transfer to an entity wholly owned by you.

13.2.2 No Transfer Without Consent. This Agreement and the license are personal to you, and we have granted the license in reliance on your (and, if you are an Entity, your Owners') business skill, financial capacity, and personal character. Accordingly, neither you nor any of the Owners or any successors to any part of your interest in this Agreement or the license may make any Transfer or permit any Transfer to occur without obtaining our prior written consent.

13.2.3 Conditions Precedent. We may, in our sole discretion, require any or all of the following as conditions precedent to our consent to a Transfer:

13.2.3.1 You and your affiliates must satisfy all monetary obligations and other outstanding obligations owed to us, our affiliates, and your other creditors.

13.2.3.2 You, your Owners, and your affiliates must have complied with this Agreement, any amendment to this Agreement, and all other agreements between you, your Owners or such affiliates on the one hand, and us or our affiliates on the other hand; and, at the time of Transfer, must not be in default of any such agreements.

13.2.3.3 You must, along with the application to us for approval of a Transfer, pay a transfer application fee of $2,500 (the "Transfer Application Fee").

13.2.3.4 You, your Owners, transferor, and transferee must duly execute and deliver to us the then-current form of transfer and assumption agreement, which transfer and assumption agreement: (i) will require the transferee to assume and agree to discharge all of the obligations of the transferor; (ii) will provide that the transferor will remain liable for all of the obligations to us and our affiliates in connection with the Franchised Business arising prior to the effective date of the Transfer; (iii) will contain a Release, the form of which will be prescribed by us; and contain an Owner Guaranty for that transferee.

13.2.4 In addition to the requirements set forth in Section 13.2.3, if a Transfer is Control Transfer, we may, in our sole discretion, require any or all of the following as conditions precedent to our consent to such transfer:

13.2.4.1 The transferee must enter into our then-current form of franchise agreement (the "Replacement Franchise Agreement"). The provisions of the Replacement Franchise Agreement may differ materially from the provisions of this Agreement. We will not require the transferee to pay the Initial Franchise Fee set forth in this Agreement. The initial term of the Replacement Franchise Agreement will be the balance remaining of the Initial Term of this Agreement.

13.2.4.2 The transferor or transferee must pay us a transfer fee in an amount equal to the greater of twenty-five percent (25%) of our then-current Initial Franchise Fee, or Twenty Five Thousand Dollars ($25,000) (the "Transfer Fee"). Any Transfer Application Fee paid by you specifically for the proposed Controlling Interest Transfer will be credited against the payment of the Transfer Fee.

13.2.4.3 The transferee, at its expense, must renovate the Franchised Business, and must complete such obligation to Renovate by the end of the time we may specify.

13.2.4.4 The transferee and, if applicable, the transferee's designated general manager, must complete any training programs then in effect for new franchisees prior to the effective date of such Transfer, on such terms and conditions as we may reasonably require.

13.2.4.5 The transferee must agree to a sublease, or to a transfer and assumption, of the lease of the Site from the original franchisee, and must obtain the landlord's approval prior to any transfer or sublease, if applicable.

13.2.5 Any purported Transfer that does not comply with this Section 13.2 will be voidable by us, and will be a default of this Agreement that will permit us to terminate this Agreement pursuant to Section 14 of this Agreement.

13.3 Granting Consent. We have sole and absolute discretion to withhold our consent to a Transfer, except as otherwise provided in this Section 13. Without limiting the foregoing, we will not consent to a Transfer, and we are under no obligation to do so, if (i) the Franchised Business is not open and operating; or (ii) the Transfer would cause a transferee or its owners to breach another agreement (whether or not with us). Our consent to a Transfer does not constitute a waiver of any claims that we have against the transferor, nor is it a waiver of our right to demand exact compliance with the terms of this Agreement.

13.4 Right of First Refusal.

13.4.1 You and any Owner who desires to accept any bona fide offer from a third party to purchase any Interest will notify us in writing of each such offer, and will provide such information and documentation related to the offer as we may require, including, without limitation, a true copy of any such offer. We will have the right and option, exercisable within 30 days after we receive such written notification, to send written notice to the seller that we may desire to purchase the Interest on substantially the same terms and conditions as offered by the third party. To enable us to determine whether we will exercise our option, you or your Owners, as appropriate, and the third party will provide such information and documentation, including, without limitation, financial statements, as we may require. In the event that we elect to purchase such Interest, closing on such purchase must occur within 90 days after the date of notice to the seller of our election to purchase such Interest. Our election not to exercise the option afforded by this Section 13.4 will not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 13 related to a proposed Transfer of any Interest. Any subsequent change in the terms of any offer prior to closing will constitute a new offer subject to the same rights of first refusal by us as in the case of an initial offer. We may assign our right of first refusal under this Section 13 upon written notice to you to any of our affiliates or a third party.

13.4.2 In the event that the consideration, terms, or conditions offered by a third party are such that we may not reasonably be required to furnish the same consideration, terms, or conditions, then we may purchase such Interest for the equivalent in cash. If the parties cannot agree within a reasonable time on the cash consideration, we will designate an independent appraiser experienced in appraising such Interest, and the determination of such appraiser will be conclusive and binding on all parties.

13.5 Transfer On Death or Mental Incompetence. If you or one of your Owners dies or becomes incapacitated, that person's executor, administrator, personal representative, or trustee must apply to us in writing within one (1) year after such event (death or declaration of incapacitation) for consent to Transfer you or the Owner's interest. The Transfer will be subject to the provisions of this Section 13, as applicable. "Incapacitation" and "Incapacity" for purposes of this Agreement, will mean the appointment of a guardian for you or the Owner by a court of competent jurisdiction. Such Transfers, including, without limitation, Transfers by devise or inheritance, will be subject to the same conditions as any inter vivos Transfer. However, in the case of Transfer by devise or inheritance, if the heirs or

beneficiaries of you or any such Owner are unable to satisfy the conditions in this Section 13 within such one (1)-year period, we may terminate this Agreement or may exercise our option to purchase the Interest at fair market value, as determined by an independent appraiser we designate, which determination will be conclusive and binding on all parties.

13.6 Interim Operation of the Franchised Business. Pending assignment on the death of you or the Owner who is managing the Franchised Business on behalf of you (if you are an entity), or in the event of any temporary or permanent mental or physical incapacitation of you or such Owner (if you are an entity), a manager must be employed for the operation of the Franchised Business who has successfully completed our approved manager training program, to serve as General Manager and to operate the Franchised Business if the Franchised Business is not already being so managed. You hereby grant to us the right, but not the obligation, to immediately take such steps as we determine are necessary to, on your behalf, manage the Franchised Business for you, until such time as you appoint a new General Manager who has been trained pursuant to Section 5 of this Agreement. You agree to hold us and our respective directors, officers, agents, employees, attorneys and shareholders harmless from all claims or damages arising out of or connected with our management of the Franchised Business. You must pay us, in addition to all other amounts due pursuant to the terms of this Agreement a fee of ten percent (10%) of the Gross Sales, plus costs during the period in which the Franchised Business is so managed by us.

13.7 Your Financing or Securities Documents. You (and your affiliates) must not represent in any proposed financing arrangement to any proposed lender or participant in a private or public investment offering that we or any of our affiliates is or will be in any way responsible for your (or your affiliate's) obligations or financial projections, if any, set forth in such financing arrangement or investment offering, or that we or any of our affiliates is or will be participating in such private or public investment offering. We assume no responsibility, liability or obligation whatsoever to review or comment on any offering circular, prospectus or financing documents of you or any of your affiliates. We will be entitled to indemnification pursuant to Section 17 regardless of whether we have made any review or comment with respect to any offering circular, prospectus or financing documents of you or your affiliates.

14 DEFAULT AND TERMINATION

14.1 Automatic. You must be deemed to be in default under this Agreement, and all rights granted herein will automatically terminate without notice to you, if you becomes insolvent or makes a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; or If you are adjudicated a bankrupt or insolvent; or if a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you; or if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any Law should be instituted by or against you; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless unappealed or a supersedeas bond is filed); or If you are dissolved; or if execution is levied against your business or property; or if suit to foreclose any lien or mortgage against the Franchised Business premises or equipment is instituted against you and not dismissed within thirty (30) days; or if the real or personal property of the Franchised Business will be sold after levy thereupon by any sheriff, marshal, or constable.

14.2 With Notice. We have the right to terminate this Agreement without affording you any opportunity to cure the default, effective on our sending of notice of termination to you (or the earliest date permitted by applicable Law), if:

14.2.1 If you fail to acquire or lease a site for the Franchised Business by the Site Acquisition Deadline;

14.2.2 If you fail to open the Franchised Business by the Opening;

14.2.3 Except as otherwise provided in this Agreement, if you at any time cease to operate or otherwise abandon the Franchised Business for five (5) consecutive days, or otherwise forfeit the right to do or transact business in the jurisdiction where the Franchised Business is located;

14.2.4 If you, or any Owner is convicted of or pleads nolo contendere to a felony, fraud, sale of illegal drugs, crime involving moral turpitude, crime that is directly related to the Franchised Business, or any other crime that we determine to have an adverse effect on the Franchised Business, the System, the Marks, the goodwill associated with the Marks, or our interest in the Marks;

14.2.5 If you or any Owner purports to effectuate a Transfer in a manner that is contrary to the terms of Section 13 above;

14.2.6 If you fail to (i) comply with the in-term covenants set forth in this Agreement (including the covenants set forth in Sections 8 and 9), or (ii) obtain execution of the Individual Non-Disclosure and Non-Competition Agreement in a form acceptable to us;

14.2.7 If you knowingly maintain false books or records, or submit any false reports (including, but not limited to, information provided as part of your application for the franchise rights granted herein) to us;

14.2.8 If you commit two (2) or more defaults under this Agreement in any fifty-two (52)-week period, whether or not each such default has been cured after notice;

14.2.9 If you engage in any conduct or practice that is fraudulent, unfair, unethical, or a deceptive practice;

14.2.10 If you offer or provide delivery services from the Franchised Business through a provider other than a Third-Party Delivery Provider or any other method that has not been prescribed by us;

14.2.11 If your interest in the lease or sublease for the Site is terminated or expires or if you otherwise lose possession of the Site; or

14.2.12 If you misuse or make any unauthorized use of the Marks or otherwise materially impair the goodwill associated with the Marks or our rights in the Marks.

14.3 With Notice and Ten (10)-Day Opportunity to Cure. Upon the occurrence of any of the following events of default, we may, at our option, terminate this Agreement by sending written notice of termination stating the nature of the default to you at least ten (10) days prior to the effective date of termination; provided, however, that you may avoid termination

by immediately initiating a remedy to cure such default, curing it to our satisfaction, and by promptly providing proof thereof to us within the ten (10)-day period. If any such default is not cured within the specified time, or such longer period as may be required by Law, this Agreement will terminate without further notice to you, effective immediately.

14.3.1 If you fail, refuse, or neglect promptly to pay any monies owing to us or our affiliates when due;

14.3.2 If you fail, refuse, or neglect promptly to pay any monies owing to third parties, lessors, or lenders or creditors of the Site;

14.3.3 If a threat or danger to public health or safety results from the maintenance or operation of the Franchised Business;

14.3.4 If you sell products not previously approved by us, or purchase any product from a supplier not previously approved by us;

14.3.5 If you fail to comply with Laws;

14.3.6 If you, or any of your affiliates or Owners, default under any other agreement with us or our affiliates;

14.3.7 If you refuse to permit us to inspect the Site, the Franchised Business, or the books, records, or accounts of you and/or the Franchised Business upon demand;

14.3.8 If an inspection of your books and records discloses an understatement in any payment to us of four percent (4%) or more;

14.3.9 If you fail to operate the Franchised Business during such days and hours specified in the Manuals;

14.3.10 If you are unable or unwilling to provide individuals who can complete the manager training program to our sole satisfaction, or if we reasonably determine that the individuals whom you have presented for manager training lack the skills to operate the Franchised Business successfully, pursuant to Section 6 of this Agreement;

14.3.11 If you fail, refuse, or neglect promptly to submit certificates of insurance to us when due as required under Section 12;

14.3.12 If you fail to maintain or observe any of the health and sanitation standards and procedures prescribed by us in this Agreement, the Manuals, by Laws, or otherwise in writing; or

14.3.13 If you fail to operate the Franchised Business in compliance with the standards and specifications in our Manuals.

14.4 With Notice and Thirty (30)-Day Opportunity to Cure. Except as otherwise provided in Sections 14.1, 14.2 and 14.3 above, upon any other default by you of your obligations hereunder, we may terminate this Agreement by giving written notice setting forth the nature of such default to you at least thirty (30) days before the effective date of termination; provided, however, that you may avoid termination by immediately initiating a remedy to

cure such default, curing it to our satisfaction, and by promptly providing proof thereof to us, all within the thirty (30)-day period. If any such default is not cured within the specified time, or such longer period as may be required by Law, this Agreement will terminate without further notice to you effective immediately.

14.5 Limitations on Actions. Any and all claims (except for monies due to us) arising out of or related to: (i) the offer for sale, sale, negotiation, administration, or termination of the Franchise or this Agreement; (ii) the development, opening, operation, or closure of the Franchised Business; or (iii) the relationship between the parties, will be barred unless an action is properly filed in a court of competent jurisdiction or an arbitration proceeding as contemplated under this Agreement within one (l) year after the date you on the one hand, or us on the other hand, knows or should have known of the facts giving rise to such claim, except to the extent any Law provides for a shorter period of time to bring a claim.

15 OBLIGATIONS ON TERMINATION OR EXPIRATION

On termination or expiration of this Agreement for any reason, all rights granted to you under this Agreement will immediately terminate, and:

15.1 You must immediately cease to operate the Franchised Business, and will not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former franchisee of our System.

15.2 You must immediately and permanently cease to use, in any manner whatsoever, any or all of: (i) our Confidential Information or Trade Secrets; and (ii) the Marks. Without limiting the generality of the foregoing, you must cease to use all signs, advertising materials, displays, stationery, forms, and any other articles that display the Marks; provided, however, that this Section 15.2 will not apply to the operation by you of any other franchise under the System that we may separately and independently have granted to you and that we have not terminated. You must return to us the Manuals, all other materials containing Confidential Information or Trade Secrets, equipment and other property owned by us, and all copies thereof and all signage bearing any Marks and other materials, though owned by you, which bear the Marks and or utilize the trade dress, designs or colors of the System. You must retain no copy or record of any of the foregoing; provided, however, that you may retain your copy of this Agreement, any correspondence between the parties, and any other document which you need for compliance with any applicable provision of Law.

15.3 You must remove or change all signs, displays, furniture, fixtures, equipment, and other trade dress, and must change all colors of buildings and other structures, to the extent required to distinguish the Franchised Business from its former appearance and from any other Hooters Restaurants, and must comply with our restaurant de-identification requirements (collectively, to “De-Identify” the Franchised Business), so that the Franchised Business is fully De-Identified by the end of ten (10) days after the termination or expiration of this Agreement.

15.3.1 If you fail to fully De-Identify the Franchised Business by the end of ten (10) days after the termination or expiration of this Agreement, we and our agents will have the right to enter onto the premises of the Franchised Business without prior notice to you, and without liability for trespass, and to De-Identify the Franchised

Business at your expense, which amounts you agree to pay so that we actually receive such payment by the end of ten (10) days after demand therefor.

15.3.2 You must provide us with photographic or other evidence of the De-Identification satisfactory to us. If you fail to provide us with satisfactory photographic or other evidence of De-Identification so that we actually receive such evidence by the end of ten (10) days after the termination or expiration of this Agreement, we will have the right to enter onto the premises of the Franchised Business without prior notice to you, and without liability for trespass, to inspect the Franchised Business at your expense, which amounts you agree to pay so that we actually receive such payment by the end of ten (10) days after demand therefor.

15.3.3 Immediately take all action required (i) to cancel all assumed name or equivalent registrations relating to your use of the Marks and (ii) to cancel or transfer to us or our designee all authorized and unauthorized domain names, social media accounts, telephone numbers, post office boxes, and classified and other directory listings relating to, or used in connection with, the Franchised Business or the Marks (collectively, "Identifiers"). You acknowledge that as between you and us, we have the sole rights to and interest in all Identifiers. If you fail to comply with this Section 15.3., you hereby authorize us and irrevocably appoint us or our designee as your attorney-in-fact to direct the telephone company, postal service, registrar, Internet Service Provider and all listing agencies to transfer such Identifiers to us. The telephone company, the postal service, registrars, Internet Service Providers and each listing agency may accept such direction by us pursuant to this Agreement as conclusive evidence of our exclusive rights in such Identifiers and our authority to direct their transfer. You must furnish us with confirmation that you have fulfilled such obligations by the end of thirty (30) days after termination or expiration of this Agreement.

15.4 You must immediately cease operating all social media pages within your control associated with, or previously associated at any time with, the Franchised Business or Hooters, including but not limited to, Facebook, Instagram, YouTube, TikTok and X (Twitter). You must also immediately cease operating all online business directory listings within your control associated with, or previously associated with, the Franchised Business or Hooters, including but not limited to, Yelp, Nextdoor, LinkedIn, Google, YP (Yellow Pages), and Angi. You must promptly provide us with all login credentials or other information necessary for us to assume exclusive control over each social media and business directory account, page, or listing. To the extent that you are aware of or become aware of any social media or business directory account, page, or listing associated with the Franchised Business that is not within your control, you must promptly notify us thereof in writing.

15.4.1 Notwithstanding the foregoing, we may in our exclusive discretion demand that you delete, deactivate, or otherwise modify each social media or business directory account or listing at any time. You must comply with our demand immediately on receipt.

15.4.2 You agree that all consumer or other published reviews of the Franchised Business and/or any goods or services provided by the Franchised Business, are the exclusive property of HOA Future Franchising, LLC. Your right to use these reviews in any manner terminates with the expiration or termination of this Agreement. You are prohibited from advertising, promoting, quoting, or otherwise referring to the

reviews in connection with any business or offer to conduct business on expiration or termination of this Agreement.

15.4.3 You agree that any violation of this Section 15.4 constitutes trademark infringement, service mark infringement, unfair competition, false advertising, and/or deceptive trade practices under federal, state, and common law, that this violation encroaches on the goodwill associated with our brand, and that violation is likely to cause confusion among reasonably prudent consumers.

15.5 You must not, in connection with any other business, use any reproduction, counterfeit, copy, or colorable imitation of the Marks, either in connection with such other business or the promotion of such other business or otherwise, that may cause or constitute confusion, mistake, or deception, or that is likely to dilute our rights in or to the Marks, and further will not use any designation of origin or description or representation that falsely suggests or represents an association or former association with us or the System.

15.6 Payments.

15.6.1 You must pay to us and our affiliates, so that we and our affiliates actually receive such payment by the end of ten (10) days after the termination or expiration of this Agreement, all sums owing to us and our affiliates, as accrued through the effective date of termination or expiration.

15.6.2 Liquidated Damages. If we terminate this Agreement prior to the expiration of the Initial Term, you must pay to us liquidated damages, so that we actually receive such payment by the end of ten (10) days after such termination.

15.6.2.1 Liquidated Damages will be based on the average Gross Sales per 4-week accounting period (based on the last twenty-six 4-week accounting periods during which you were open and operating, or any lesser number of accounting periods if you were not open and operating for at least twenty-six 4-week accounting periods) (the "Average Gross Sales"). The Average Gross Sales will be multiplied by the number of 4-week accounting periods, plus any partial 4-week accounting period, remaining in the Initial Term, not to exceed twenty-six 4-week accounting periods(the "Damages Period"). The resulting amount will then be multiplied by the sum of the Continuing Royalty Fee rate and National Ad Fund Fee rate that you would have paid during the Damages Period. This result will be the amount of Liquidated Damages you will pay us. Notwithstanding the forgoing, if you were not open and operating for at least one 4-week accounting period, then the Liquidated Damages will be the average amount per location of Continuing Royalty Fees and National Ad Fund Fees payable by our franchisees in the United States generally for the twenty-six 4-week accounting periods before the effective date of termination of this Agreement. If applicable law does not permit us to collect Liquidated Damages, we will be entitled to collect actual and consequential damages, including attorneys' fees and costs, resulting from your default and our early termination of the Franchise Agreement.

15.6.2.2 You acknowledge and agree, and hereby direct any party construing this Agreement, including, without limitation, any court, mediator, master, or other party acting as a trier of fact or law, to conclusively presume, that the

damages set forth in this Section 15.6 (i) are true liquidated damages; (ii) are intended to compensate us for the harm we will suffer as a result of the premature termination of this Agreement; (iii) are not a penalty; (iv) are a reasonable estimate of our probable loss resulting from the premature termination of this Agreement, viewed as of the date of this Agreement; (v) will be in lieu of, and not in addition to, actual damages for loss of the benefit of the bargain that we is entitled to receive; and (vi) will, subject to clause (v) above, be in addition to all other rights we may have to legal or equitable relief.

15.6.3 The obligations set forth in this Section 15.6, until paid in full, will be and constitute a lien in favor of us against any and all of your personal property, furnishings, fixtures, equipment, signage, inventory, and other assets.

15.7 Our Purchase Option.

15.7.1 Acquired Interests. In addition to, but not in lieu or limitation of, all of our rights and remedies set forth elsewhere in this Agreement and under applicable law, we will have the option (the "Purchase Option") to purchase from you and your Owners (each an "Option Party"), and the relevant Option Parties will sell to us: (a) all the assets and personal property used in the Franchised Business, including inventories of Products, materials, supplies, furniture, equipment, signs, but excluding any cash and short-term investments and any items not meeting our specifications (the "Purchased Assets"); or (b) all of the ownership interests in you (if you are an entity) (the "Purchased Equity"). The term "Acquired Interest" will refer to either Purchased Assets or Purchased Equity, as applicable. We will also have the right to assign our Purchase Option to any assignee, without notice to or consent of any Option Parties. All Option Parties (as applicable) will take such actions as deemed necessary by us to implement the Purchase Option.

15.7.2 Delivery of Option Notice. We may exercise the Purchase Option by giving you an option notice (the "Option Notice"), within ten (10) days after the termination (for whatever reason) or expiration (without renewal) of this Agreement. The date of delivery of the Option Notice by us is the "Option Date." Upon receipt of the Option Notice, you must not sell or remove any of the assets or personal property of the Franchised Business and will give us and our designee full access to the Franchised Business and all of the books and records at any time during customary business hours. In addition, all Owners must immediately deliver to you all share certificates evidencing their ownership interests in you (if you are an entity).

15.7.3 Purchase Option Price. The purchase price payable by us to exercise the Purchase Option will be equal to the "Fair Market Value," which will be determined as follows:

15.7.3.1 Three (3) appraisers (together the "Appraisers") will be appointed pursuant to the provisions below for the determination of the Fair Market Value. Each of the Appraisers will be (i) a recognized investment bank or accounting firm of national standing, (ii) having experience in the restaurant business, and (iii) independent of each of the Parties. In determining the Fair Market Value, the Appraisers will be instructed to follow these assumptions: (a) the Fair Market Value will take into consideration the duration and transferability of leases and the likelihood of lease renewal and the terms under which the leases are likely to be renewed; and (b) the Fair Market Value should not include any goodwill or similar value associated with the Marks, which belong exclusively to us and our affiliates.

15.7.3.2 Within ten (10) days of the Option Date, we will appoint one (1) Appraiser (the "Franchisor Appraiser"), and you (and, if applicable, together with your Owners) will appoint one (1) Appraiser (the "Franchisee Appraiser"). Within sixty (60) days of the Option Date, each of the Franchisor Appraiser and the Franchisee Appraiser will provide to both Parties its opinion on the Fair Market Value (each, a "Party Valuation Amount"). If the two (2) Party Valuation Amounts are within ten percent (10%) of each other, the Fair Market Value will be the arithmetic mean of the two (2) Party Valuation Amounts. If they are more apart by more than ten percent (10%), then the Parties will in good faith agree on the third Appraiser (the "Third Appraiser") within ten (10) days after the later of the dates of the two (2) Party Valuation Amounts. If the Parties fail to agree upon the identity of the Third Appraiser during such ten (10)-day period, we will appoint the Third Appraiser. The Third Appraiser will provide to both Parties its valuation amount within thirty (30) days of its appointment. The Valuation Amount provided by the Third Appraiser will be the "Third Valuation Amount." If the Third Valuation Amount is higher than both Party Valuation Amounts, the higher of the two (2) Party Valuation Amounts will be the Fair Market Value. If the Third Valuation Amount is lower than both Party Valuation Amounts, the lower of the two (2) Party Valuation Amounts will be the Fair Market Value. If the Third Valuation Amount is between the two (2) Party Valuation Amounts, the Fair Market Value will be the arithmetic mean of (x) the Third Valuation Amount and (y) whichever of the two (2) Party Valuation Amounts is closest to the Third Valuation Amount.

15.7.3.3 The determination of the Fair Market Value pursuant to this Section 15.7 will be final and binding upon the parties. The Parties agree to cooperate in good faith with all the Appraisers and will provide such Appraisers with access to any and all information and personnel requested by such Appraisers in connection with the determination of the Fair Market Value. The Parties agree to (i) pay the fees and expenses of the Appraiser they each appoint; and (ii) if applicable, share equally the fees and expenses of the Third Appraiser.

15.7.4 Purchase Notice and Closing. Within one hundred and twenty (120) days of the Option Date (the "Option Period"), we may, in our sole discretion, elect to proceed with the consummation of the Purchase Option by delivering a written notice to the relevant Option Parties (the "Purchase Notice"), which notice will specify the Fair Market Value and the proposed Option Closing Date. We may condition any purchase upon completion of an audit in accordance with GAAP. The closing of

the sale of the Acquired Interest (the "Option Closing Date") to us will occur as promptly as practicable following the completion of such due diligence that is customary for this sort of transactions, as we in our sole discretion may deem necessary or desirable and the receipt of any necessary approval from, or the making of any necessary filing with, any applicable governmental authority. At the closing of such sale, we will be entitled to, without further consideration beyond the payment of the Fair Market Value, all usual and customary agreements (including the duly executed share or equity purchase agreement), covenants, representations and warranties, and other closing documents (including, if applicable, asset or share transfer forms and delivery instruction forms) and post-closing indemnifications as we may reasonably require, with all sales, business, value added and other transfer taxes paid by the relevant seller in accordance with applicable laws.

15.7.5 Enforcement of Purchase Option. The Parties acknowledge and agree that our right to exercise the Purchase Option may be enforced by injunctive relief or an order of specific performance issued by an arbitration panel or court as specified under the terms of this Agreement.

15.8 Liquor License. Any right or interest you, any Owner, any affiliate, or any person or entity otherwise under your direction or control (collectively, a "Licensed Party") has in any Beer or Wine License, Malt Beverage Permit, Mixed Beverage License, Retail On-Premises Consumption License, Liquor License, Mini-Bottle Permit, Sunday Sales Permit, Local Option Permit, Consumption by Drink Permit, Entertainment Permit, Outdoor Permit, or any other alcoholic beverage license or permit related to the Franchised Business (collectively, a "Liquor License") will automatically transfer to us or our designee, to the extent permitted by law. Within five (5) days after our delivery of written notice of termination or the expiration of this Agreement, you must commence all procedures necessary to transfer or relocate all Liquor Licenses to us or, if we designate another party to receive such Liquor License, to such designee, and to notify us in writing of such commencement. Licensed Party will promptly use all commercially reasonable efforts to obtain the necessary approvals from any state or local authority for the prompt transfer or relocation of the Liquor License.

15.8.1 If Laws do not permit the transfer or relocation of the Liquor License, Licensed Party will have five (5) days after our delivery of written notice of termination or the expiration of this Agreement to contact all applicable authorities regarding, and to initiate, all procedures necessary to apply for a new Liquor License in our name or the name of our designee in all applicable jurisdictions, and will notify us in writing of such initiation. Licensed Party will join and cooperate with us in promptly procuring a replacement Liquor License. Both Licensed Party and we will immediately fulfill any directives or requirements from all applicable authorities in order to expedite the transfer or relocation of the existing Liquor License or acquisition of a new Liquor License.

15.8.2 You must pay or promptly arrange for the full payment of all taxes of any kind or nature whatsoever, including, without limitation, property taxes, personal property taxes, sales, use, withholding, and any other taxes, that may affect title or the rights to any Liquor License in any way.

15.8.3 You must indemnify and hold us harmless for any and all of any Licensed Party's liabilities and obligations related to our rights or the rights of our designee to own, possess, and use any Liquor License.

16 RELATIONSHIP OF THE PARTIES

16.1 The Parties acknowledge and agree that: (i) this Agreement does not create a fiduciary relationship between the parties or any affiliated or related parties or entities; (ii) you are an independent contractor; and (iii) nothing in this Agreement is intended to or will be construed to constitute either party as an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer, servant of the other for any purpose whatsoever.

16.2 You must hold yourself out to the public as an independent contractor operating the Franchised Business pursuant to a franchise from us and our affiliates. You must take all such actions as may be required to notify all interested persons or entities of such independent contractual relationship by exhibiting a notice of such relationship in a conspicuous place in the Franchised Business, the content and form of which notice we will have the right to specify.

16.3 You acknowledge and agree that nothing in this Agreement authorizes you, and that you have no authority, to make any contract, agreement, warranty, or representation on behalf, or to incur any debt or other obligation in our name; and that we will in no event assume liability for, or be deemed liable hereunder or thereunder as a result of any such action; nor will we be liable by reason of any act or omission of you in your conduct of the Franchised Business or for any claim or judgment arising out of or related to the Franchised Business against you or us.

16.4 You acknowledge and agree that: (i) our business is the business of developing the System, granting franchises to independent business operators to use the System, and servicing independent operators of franchised businesses in the System; (ii) your business is the business of operating the Franchised Business; and (iii) the business we operate and the business you operate are separate and distinct businesses engaged in separate and distinct activities.

16.5 You acknowledge and agree that, except when another entity guarantees our obligations under this Agreement (the “Guaranteeing Entity”) as may be provided for in our Franchise Disclosure Document, you agree that no past, present or future director, officer, employee, incorporator, member, manager, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, Supplier, agent, attorney, or representative of ours (other than the Guaranteeing Entity, but only to the extent of the terms of the guaranty) will have any liability for (i) any of our obligations or liabilities relating to or arising from this Agreement, (ii) any claim against us based on, in respect of, or by reason of, the relationship between you and us, or (iii) any claim against us based on any alleged unlawful act or omission of us.

16.6 Enforcement.

16.6.1 You, for yourself, your Owners, and your employees: covenant, warrant, represent, and agree that neither you nor they nor any of them will: (i) make or raise any claim, counterclaim, crossclaim, affirmative defense, or demand; (ii) commence, or cause or permit to be commenced; (iii) prosecute, or cause or permit to be prosecuted; or (iv) assist or cooperate in the commencement or prosecution of, any suit or action at law or in equity or otherwise, any arbitration or like proceeding, or any administrative or agency proceeding, against or related to us, our affiliates, or our or such affiliates' directors, officers, shareholders, partners, members, employees, agents, or attorneys (collectively, the "Franchisor Parties"), alleging any matter contrary to any acknowledgment or agreement set forth in this Section 16 of this Agreement.

16.6.2 You, for yourself, your Owners, and your employees, hereby acknowledge and agree that in the event of any breach of Section 16 of this Agreement, the Franchisor Parties would be irreparably injured and without adequate remedy at law. Therefore, in the event of a breach or a threatened or attempted breach of any provision of Section 16, you, for yourself, your Owners, and your employees, agree that we and the other Franchisor Parties will be entitled, in addition to any other remedies that such Franchisor Parties may have at law or in equity or otherwise, to a preliminary and permanent injunction and a decree for specific performance of the terms of Section 16, without the necessity of showing actual or threatened damage and without being required to furnish a bond or other security.

16.6.3 You hereby covenant, warrant, represent, and agree that you have the authority to bind your Owners and employees to this Section 16 of this Agreement.

17 INDEMNIFICATION

17.1 As used in this Section 17, the term "Losses and Expenses" will include, without limitation, any and all obligations, debts, claims, demands, rights, actions, causes of action, loss, losses, damage, damages, expenses, costs, liability, and liabilities of any nature or kind; including, without limitation, accountants', attorneys', and expert witness fees and costs; costs of investigation and proof of facts; court costs and other expenses of litigation; and travel and living expenses, together with compensation for damages to our reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time or space, and costs of changing, substituting, or replacing such advertising material and media time or space, and any and all expenses of recalls, refunds, compensation, public notices, and other amounts arising out of or related to such matters.

17.1.1 You agree to indemnify us, our affiliates, parents, subsidiaries, and their respective directors, officers, employees, shareholders, members, managers, agents, successors and assigns (each, an "Indemnitee," and collectively "Indemnitees"), and to hold the Indemnitees harmless to the fullest extent permitted by law, from any and all Losses and Expenses (as defined below) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, formal or informal inquiry (regardless of whether it is reduced to judgment) or any settlement thereof which arises directly or indirectly from, or as a result of, a claim of a third party against any one or more of the Indemnitees in connection with (i) your failure to perform or breach of any covenant, agreement, term or provision of this Agreement; (ii) your breach of any representation or warranty contained in this

Agreement; (iii) your development, ownership, operation and/or closing of any of the Franchised Business; (iv) any allegedly unauthorized service or act rendered or performed by you in connection with this Agreement, and regardless of whether it resulted from any strict or vicarious liability imposed by law on the Indemnitees; and (v) any acts, errors, or omissions of you or any of your directors, officers, shareholders, partners, members, employees, agents, and attorneys.

17.1.2 This indemnification will include losses alleging the negligence of any Indemnitee, including, without limitation, negligence in the supervision and inspection of the Franchised Business, the training of an employee of the Franchised Business, and the System Standards, but excluding any case in which the Indemnitee is determined by a court of competent jurisdiction to have engaged in grossly negligent or willful misconduct.

17.2 You must promptly notify us of any action, suit, proceeding, claim, demand, inquiry, investigation, or default described in Section 17.2. If we are or may be named as a party in any action, suit, or proceeding, we may elect to undertake, but will not be obligated to undertake, the defense or settlement thereof, at your cost and expense. No such undertaking by us will, in any manner or form, diminish your obligation to indemnify the Indemnitees and to hold them harmless.

17.3 With respect to any action, suit, proceeding, claim, demand, inquiry, or investigation, we may, at any time and without notice, in order to protect persons or property, our reputation or goodwill, or others, order, consent, or agree to any settlement or take any remedial or corrective action that we deem expedient if, in our sole judgment, there are grounds to believe that:

17.3.1 Any of the acts, omissions, or circumstances giving rise to the action, suit, proceeding, claim, demand, inquiry, or investigation, in fact occurred; or

17.3.2 Any act, error, or omission of or by you may result directly in or indirectly in damage, injury, or harm to any person or any property.

17.4 All Losses and Expenses incurred under this Section 17 will be chargeable to and paid by you pursuant to your obligations of indemnity under this Agreement.

17.5 Under no circumstances will the Indemnitees be required or obligated to seek recovery from third parties or to otherwise mitigate their losses in order to maintain a claim against you. You agree that the failure to pursue such recovery or to mitigate loss will in no way reduce the amounts the Indemnitees may recover from you.

17.6 The Indemnitees assume no liability whatsoever for any acts, errors, or omissions of any persons with whom you may contract, regardless of the purpose. You must hold harmless and indemnify the Indemnitees and each of them for all Losses and Expenses that may arise out of any acts, errors, or omissions of persons with whom you may contract.

17.7 The indemnification set forth in this Section 17 will survive the termination or expiration of this Agreement.

18 NOTICES

18.1 Any and all notices required or permitted under this Agreement will be in writing and will be: (i) personally delivered; (ii) mailed by certified or registered mail, return receipt requested; or (iii) delivered by overnight courier service, such as UPS, Federal Express, or DHL, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to us:

HOA Future Franchising, LLC
107 Hampton Road, Suite 200
Clearwater, Florida 33759
Attention: President

Notices to you:

See Schedule A

18.2 Any notice delivered under Section 18 of this Agreement will be deemed to have been given on the earlier of: (i) the date and time of receipt; (ii) five (5) business days after being mailed by certified or registered mail, return receipt requested; (iii) the next business day after having been deposited with an overnight courier service for next business day delivery; or (iv) the intended recipient's failure or refusal to accept delivery.

19 FORCE MAJEURE

19.1 Except for: (i) the covenants and obligations of you set forth in Sections 1 and 4 of this Agreement, (ii) monetary obligations under this Agreement, and (iii) except as otherwise specifically provided in this Agreement, if either party to this Agreement will be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, pandemics resulting in government imposed operational shutdowns, failure of power, war, acts of terror, riots, insurrection, or other causes beyond the reasonable control of the party required to perform such work or act under the terms of this Agreement not the fault of such party (a "Force Majeure"), then performance of such act will be excused during the period of such Force Majeure. The party whose performance is affected by a Force Majeure will give prompt, written notice to the other party of such Force Majeure. If there will be a Force Majeure that we deems economically harmful or otherwise detrimental to us or the System, then we will be entitled to terminate this Agreement on ninety (90) days' written notice to you; provided, however, that we may withdraw such notice if, within such ninety (90)-day period, we determine that the economically harmful or otherwise detrimental effects have ceased.

20 APPLICABLE LAW; DISPUTE RESOLUTION

20.1 Notice of Dispute. You must give us advance written notice of your intent to institute legal action against us, stating with specificity the basis for such proposed action, and must grant us thirty (30) days from our receipt of such notice to cure the alleged act on which such legal action is to be based.

20.2 Governing Law. This Agreement and related agreements are accepted by us in the State of Florida and shall be governed by, construed in accordance with and enforced in

accordance with the laws thereof, which laws shall prevail in the event of any conflict; provided, however, (i) any provision not enforceable under Florida law shall be construed in accordance with the laws of the State(s) where such restriction(s) is(are) to apply, and (ii) any Florida law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this section.

20.3 Consent to Personal Jurisdiction, Forum Selection, Consent to Service of Process, and Waivers. The Parties agree that it is in their best interest to resolve disputes between them in an orderly fashion and in a consistent manner. Therefore, the parties hereby agree to each of the terms provided below in this Section 20.3.

20.3.1 You consent and agree that the following courts shall have personal jurisdiction over you in all lawsuits relating to or arising out of this Agreement and related agreements and hereby waives any defense you may have of lack of personal jurisdiction in any such lawsuit filed in these courts: (A) all courts included within the state court system of the State of Florida; and (B) all the United States District Courts sitting within the State of Florida.

20.3.2 You consent and agree that venue shall be proper in any of the following courts in all lawsuits relating to or arising out of this Agreement and related agreements and hereby waives any defense you may have of improper venue in any such lawsuits filed in these courts: (A) the Superior Court of Pinellas County, Florida; and (B) the United States District Court for the Middle District of Florida. In the event any of these courts are abolished, you agree that venue shall be proper in the state or federal court in Florida which most closely approximates the subject-matter jurisdiction of the abolished court as well as any of these courts which are not so abolished. All lawsuits filed by you against us relating to or arising out of this Agreement and related agreements shall be required to be filed in one of these courts; provided, however, that if none of these courts has subject-matter jurisdiction over such a lawsuit, such lawsuit may be filed in any court in Florida having such subject-matter jurisdiction if in-personam jurisdiction and venue in such court are otherwise proper. Lawsuits filed by us against you may be filed in any of the courts named in this Section 20.3 or in any court in which jurisdiction and venue are otherwise proper.

20.3.3 In all lawsuits relating to or arising out of the Agreement and related agreements, you consent and agree that you may be served with process outside the State of Florida in the same manner as service may be made within the State of Florida by any person authorized to make service by the laws of the state, territory, possession or country in which service is made or by any duly qualified attorney in such jurisdiction, and you hereby waive any defense you may have of insufficiency of service of process relating to such service. This method of service shall not be the exclusive method of service available in such lawsuits and shall be available in addition to any other method of service allowed by law.

20.3.4 The Parties irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them against the other.

20.3.5 Any and all claims and actions arising out of or relating to this Agreement, the relationship of the Parties (or our affiliates), or your operation of the Franchised Business, brought by either Party hereto against the other shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

20.3.6 The Parties hereby waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other, except for punitive or exemplary damages authorized by applicable federal law.

20.3.7 Any litigation between the Parties, and any of their respective affiliates, directors, officers, or agents shall be conducted on an individual basis, and not as part of a consolidated, common, group, or class action.

20.4 Injunctive Relief. Nothing set forth in this Agreement will bar our right to obtain injunctive relief against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

20.5 Cost and Attorneys' Fees. If we commences a legal proceeding against you to enforce any term or provision of this Agreement, and prevails in the legal proceeding (as determined by the trier-of-fact), we will be entitled to recover from you the costs and expenses that we incurred in preparing for, commencing, and taking part in the proceeding, and until the proceeding has come to a complete end (including appeals and settlements), including, without limitation, accounting, attorneys', arbitrators', and related fees. In addition, if we incur costs and expenses due to your failure to pay when due amounts owed to us, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, you agree, even if we do not initiate a formal legal proceeding, to reimburse us for all of the costs and expenses that we incurs, including, without limitation, accounting, attorneys', and related fees.

20.6 Cumulative Rights and Remedies. Except as otherwise stated in this Agreement, no right or remedy that the Parties have under this Agreement is exclusive of any other right or remedy under this Agreement or under applicable law. Each and every such remedy will be in addition to, and not in limitation of or substitution for, every other remedy available at law or in equity or by statute or otherwise.

21 MISCELLANEOUS

21.1 Reasonable Business Judgment. We acknowledge and agrees that we will, and you acknowledge and agrees that we may, use Reasonable Business Judgment in the exercise of our rights, discharge of our obligations, and exercise of our discretion, and in all circumstances where we are required to give our consent, unless this Agreement expressly provides some other standard. "Reasonable Business Judgment" will mean that our determinations or choices will prevail, even if other alternatives are also reasonable or arguably preferable, if we intend to benefit, or is acting in a way that could benefit, the System (by, for example, enhancing the value of the Marks, increasing franchisee or guest satisfaction, or increasing our financial strength). You agree to this concept of Reasonable Business Judgment in acknowledgment of the fact that we should have at least as much discretion in administering the System as a corporate board of directors has in directing a corporation, and because the long-term interests of the System, we must have the latitude to exercise Reasonable Business Judgment. We will not be required to consider your

particular economic or other circumstances or to slight our own economic or other business interests when we exercise our Reasonable Business Judgment. You acknowledge and agree that: (i) we have a legitimate interest in seeking to maximize the return to our equity holders; and (ii) the fact that we or our affiliates benefit economically from an action will not be relevant to showing that we did not exercise Reasonable Business Judgment. Neither you nor any third party (including, without limitation, any third party acting as a trier of fact or law) will substitute your, his, her, or its judgment for our Reasonable Business Judgment. In a given situation, you have the burden of establishing, by clear and convincing proof, that we failed to exercise Reasonable Business Judgment.

21.2 Anti-Terrorism Laws. You agree to comply with, and/or to assist us to the fullest extent possible in our efforts to comply with, the USA PATRIOT Act and USA Freedom Act, and all other present and future U.S. federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war.

21.3 Review of Documents. You acknowledge and agree that: (i) our review of any lease, loan agreement, purchase agreement, sale agreement, assignment, transfer agreement, site plan, or other agreement or document you propose to enter into is intended solely to ensure that our interests are adequately protected; (ii) we are not undertaking any such review on your behalf or for your benefit; (iii) our review will not replace review by your accountant, attorney, architect, and other business and professional advisors; and (iv) we will have no responsibility or liability related to such review.

21.4 Entire Agreement; Amendments. The term "Agreement" as used in this Agreement includes all schedules attached to this Agreement and amendments to this Agreement, if any. This Agreement states the entire agreement between the Parties related to the subject matter of this Agreement and fully replaces all prior agreements, representations, or understandings between the Parties, whether oral or written, related to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement will disclaim or require you to waive reliance on any representation we make in our most recent Franchise Disclosure Document (including exhibits, schedules, and amendments) delivered to you or your representative. Except as otherwise expressly stated in this Agreement, this Agreement may be amended only by a written document signed by the Parties. Notwithstanding the foregoing, this Agreement may be modified at our request regardless of your signature to such modifications if franchisees operating 65% of the Hooters Restaurants (voting on a per restaurant basis) in our System vote in favor of the change we request. In such case, each Hooters Restaurant location will have one vote and any Hooters Restaurant locations owned by us or our affiliates will have one vote. If the vote is tied, we may cast the deciding vote. Upon the vote passing, the requested change becomes immediately binding on all Hooters Restaurant franchisees.

21.5 No Liability to Others; No Other Beneficiaries. We will not, because of this Agreement or by virtue of any approvals, advice or services provided to you, be liable to any person or legal entity who is not a party to this Agreement. Except as specifically described in this Agreement, no other party has any rights because of this Agreement.

21.6 Partial Invalidity. If any term or provision of this Agreement is declared invalid or unenforceable for any reason, such provision will be modified to the minimum extent necessary to make it valid and enforceable or, if it cannot be so modified, then severed, and the remaining provisions of this Agreement will remain in full force and effect. The parties agree that they would have signed the Agreement as so modified.

21.7 Interpretation. The table of contents and section headings in this Agreement are inserted for convenience only and will not affect the meaning or construction of this Agreement. Except as otherwise set forth in this Agreement, the language of this Agreement will be construed simply according to its fair meaning and not strictly for or against either party. The Recitals of this Agreement are a material part of this Agreement, and will in no event be considered mere prefatory material or surplusage. "Herein," "hereof," and "hereunder" refer to this Agreement as a whole and not to any particular part. Words importing the singular number only will include the plural and vice-versa, and words importing the masculine gender will include the feminine and neuter genders and vice-versa. The word "including" means "including without limiting the scope or generality" of any description preceding such word, and the word "or" means, and is used in the inclusive sense of, "and/or." References to documents, instruments, or agreements will be deemed to refer as well to all addenda, exhibits, schedules, or amendments thereto.

21.8 Survival of Obligations. All obligations of this Agreement, whether ours or yours, that expressly or by their terms require performance after the termination or expiration of this Agreement, or that by their nature would reasonably be expected to continue in full force and effect until they are satisfied in full or by their nature expire, will be deemed to be self-executing and will continue in full force and effect subsequent to and notwithstanding the termination, expiration, setting aside, cancellation, rescission, unenforceability or otherwise of this Agreement.

21.9 Calculation of Days. Except where this Agreement expressly requires "business days" in any calculation of time, all references to "days" will mean "calendar days."

21.10 Submission of Agreement. Submission of this Agreement to you does not constitute an offer to enter into a contract. This Agreement will become effective only on its execution by both of the Parties, and will not be binding on us unless and until it is signed by our authorized officer and delivered to you.

21.11 Counterparts. This Agreement may be executed in multiple counterparts, and each copy so executed will be deemed an original.

21.12 Further Assurances. You must execute and deliver all documents and agreements that we may require in order to further the intent of this Agreement, promptly on our request.

21.13 Acknowledgements.

21.13.1 You acknowledge and agree that: (i) you have conducted an independent investigation of the business contemplated by this Agreement; (ii) you understand that such business involves business risks; and (iii) you understand that making a success of your Franchised Business depends largely on your business skill, effort, and business acumen.

21.13.2 You acknowledge that you received our Franchise Disclosure Document required by the U.S. Federal Trade Commission's Revised Franchise Rule at least fourteen (14) days prior to the date on which you executed this Agreement or paid us any consideration related to the Franchise. You further acknowledge and agree that you received a copy of this complete Agreement, the attachments to this Agreement, and all agreements related to this Agreement, if any, complete and with all blanks

filled in, at least seven (7) days prior to the date on which you executed this Agreement or paid us any consideration related to the franchise.

21.13.3 You acknowledge and agree that neither we nor any person or entity acting on our behalf has made any representation, commitment, claim, or statement to you that is different from, or that is contrary to, any of the representations, commitments, claims, or statements contained in our Franchise Disclosure Document.

21.13.4 You acknowledge and agree that neither we nor any person or entity acting on our behalf has made any oral, written, visual, or other representation, commitment, claim, or statement from which any level or range of actual or potential sales, costs, income, expenses, profits, cash flow, or otherwise might be ascertained, related to a Hoots franchise, that is different from, contrary to, or not contained in, our Franchise Disclosure Document.

21.13.5 You acknowledge and agree that the acknowledgments and agreements set forth in this Section: (i) are intended to show that this Agreement supports the disclosures set forth in our Franchise Disclosure Document, and that this Agreement does not waive or contravene such disclosures; (ii) are not a waiver of your right to relief for violation of any Laws governing the offer and sale of franchises, but are rather your acknowledgment and agreement that no such violations occurred; and (iii) are being relied on by us in connection with our decision to enter into this Agreement with you.

21.14 Special Stipulations. Set forth on Schedule G attached hereto are special stipulations that are made a part hereof by reference. In the event such stipulations conflict with any of the foregoing provisions, the special stipulations will control.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the Effective Date set forth above.

FRANCHISOR:	**FRANCHISEE:**
HOA FUTURE FRANCHISING, LLC	[FRANCHISEE NAME]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

HOA FUTURE FRANCHISING, LLC
FRANCHISE AGREEMENT

SCHEDULE A
KEY INFORMATION

1. **Effective Date**. The Effective Date is _____.

2. **Franchisee**. The Developer is _____, a [state] _____.

3. **Initial Franchise Fee.** The Initial Franchise Fee is: $_____.

4. **Site.** The address of your approved Site is:

_____

_____

☐ [To be determined within the Site Selection Area after signing of the Agreement]

5. **Site Selection Area**. Your Site must be located within the following geographic area: ___

_____

_____

☐ [Check if map attached a map is attached hereto as Exhibit 1]

6. **Protected Market Area.** The Protected Market Area for the Franchised Business is as follows:

_____

_____

☐ [Check if map attached a map is attached hereto as Exhibit 1]

7. **Site Acquisition Deadline**. The Site Acquisition Deadline shall be 180 days from the Effective Date.

8. **Opening Date**. The Opening Date shall be twelve (12) months from the Effective Date.

9. **Grand Opening Marketing Expense.** The Grand Opening Marketing Expense is:

$_____

8. **Franchisee Mailing Address**. The corporate/mailing address of the Franchisee for providing notice is:

_____

_____

_____

EXHIBIT 1
to SCHEDULE A

Site Selection Area Map

To be incorporated, as applicable.

Protected Market Area Map

To be incorporated, as applicable.

SCHEDULE B

TO THE HOA FUTURE FRANCHISING, LLC FRANCHISE AGREEMENT

LIST OF YOUR OWNERS

LIST OF YOUR OWNERS

The full legal name and address of each of your Owners (as that term is defined in the Franchise Agreement), and the percentage of equity in Franchisee each such Owner owns or holds, are as follows:

_____ Printed Name Street Address: _____ _____ _____ _____ Pct. Of Equity Owned or Held: _____%	_____ Printed Name: Street Address: _____ _____ _____ _____ Pct. Of Equity Owned or Held: _____%
_____ Printed Name Street Address: _____ _____ _____ _____ Pct. Of Equity Owned or Held: _____%	_____ Printed Name Street Address: _____ _____ _____ _____ Pct. Of Equity Owned or Held: _____%
_____ Printed Name Street Address: _____ _____ _____ _____ Pct. Of Equity Owned or Held: _____%	_____ Printed Name Street Address: _____ _____ _____ _____ Pct. Of Equity Owned or Held: _____%

[LIST CONTINUES ON FOLLOWING PAGE; SIGNATURES CONTAINED ON FOLLOWING PAGE]

Printed Name	Printed Name
Street Address:	Street Address:
Pct. Of Equity Owned or Held: _____%	Pct. Of Equity Owned or Held: _____%

Franchisee hereby certifies that the information set forth on this List is true and correct.

FRANCHISEE:

<<FRANCHISEE NAME>>

By: _____
<<Printed Name>>
Title: Title: <<Title>>

SCHEDULE C

TO THE HOA FUTURE FRANCHISING, LLC FRANCHISE AGREEMENT

STATEMENT OF OWNERS

OWNER STATEMENT

This form must be completed by the Franchisee ("I," "me," or "my") if I have multiple owners or if I, or my franchised business, is owned by a business organization (like a corporation, partnership or limited liability company). I acknowledge that HOA Future Franchising, LLC is relying on the truth and accuracy of this form in awarding the Franchise Agreement to me.

Form of Franchisee. I am a (check one):

General Partnership	☐
Corporation	☐
Limited Partnership	☐
Limited Liability Company	☐
Other	☐

Specify

Business Entity. I was incorporated or formed on _____, under the laws of the State of _____. I have not conducted business under any name other than my corporate, limited liability company or partnership name and _____. The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions are listed below:

Name of Person	Position(s) Held
_____	_____
_____	_____
_____	_____
_____	_____

Owners. The following list includes the full name and mailing address of each person who is one my owners and fully describes the nature of each owner's interest. Attach additional sheets if necessary.

Owner's Name	Address	Description of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

Governing Documents. Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of your entity (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.).

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.

This Statement of Principal Owners is current and complete as of _____.

INDIVIDUALS:

Signature_____

Name: _____

Signature_____

Name: _____

CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP:

Name_____

By:_____

Title:_____

SCHEDULE D

TO THE HOA FUTURE FRANCHISING, LLC FRANCHISE AGREEMENT

ACH AUTHORIZATION

AUTHORIZATION AGREEMENT FOR ACH PAYMENTS

(DIRECT DEBITS FOR CONTINUING ROYALTY FEES, NATIONAL ADVERTISING FEE OBLIGATIONS, IT SHARED SERVICES SUPPORT FEE, AND OTHER OBLIGATIONS)

_____ (Name of Person or Legal Entity)

_____(ID Number)

The undersigned depositor ("Depositor" or "Franchisee") hereby authorizes HOA Future Franchising, LLC ("Franchisor") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("Depository" or "Bank") to debit or credit such account(s) pursuant to our instructions.

_____	_____
Depository	Branch
_____	_____ _____
City	State Zip Code
_____	_____
Bank Transit/ABA Number	Account Number

_____

This authorization is to remain in full and force and effect until sixty days after we have received written notification from Franchisee of its termination.

Printed Name of Depositor: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

SCHEDULE E-1

TO THE HOA FUTURE FRANCHISING, LLC FRANCHISE AGREEMENT

COLLATERAL ASSIGNMENT OF LEASE

COLLATERAL ASSIGNMENT OF LEASES

FOR VALUE RECEIVED, the undersigned, FRANCHISEE NAME, a STATE corporation, ("Assignor") hereby assigns, transfers and sets over unto HOA FUTURE FRANCHISING, LLC, a Delaware limited liability company ("Assignee") all of Assignor's right, title and interest as tenant in, to and under those certain leases, identified on Attachment B attached hereto, (the "Leases") respecting premises commonly known as UNIT LOCATION STREET ADDRESS, UNIT CITY, UNIT COUNTY, STATE, 00000 ("Premises") said Premises being more particularly described on Attachment A, attached hereto. This Agreement is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment of Lease unless Assignee shall take possession of the Premises demised by the Lease pursuant to the terms hereof and shall assume the obligations of Assignor thereunder. Any possession of the Premises by Assignee shall be deemed to be under a month-to-month tenancy and Assignee shall not be deemed to have assumed any obligations of Assignor, except for the payment of the monthly rental payments set forth in the Lease during such period of occupancy by Assignee.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the Premises demised thereby.

Upon a default by Assignor under the Lease or under the Franchise Agreement for a Hooters Restaurant between Assignee and Assignor (the "Franchise Agreement"), or in the event of a default by Assignor under any document or instrument securing said Franchise Agreement, Assignee shall have the right and is hereby empowered to take possession of the Premises demised by the Lease, expel Assignor therefrom without any liability for trespass, and, in such event, Assignor shall have no further right, title or interest in the Lease.

Assignor agrees it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Through the term of the Franchise Agreement and renewals thereto, if any, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that said option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as stated herein, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting such extension or renewal.

[Signatures appear on following page.]

IN WITNESS WHEREOF Assignor has signed, sealed and delivered the within Collateral Assignment of Leases this the _____day of MONTH, YEAR.

ASSIGNOR

FRANCHISEE NAME, a STATE corporation

BY: _____
FRANCHISEE SIGNATORY1, President

ATTEST: _____
FRANCHISEE SIGNATORY2, Secretary

(CORPORATE SEAL)

ASSIGNEE

HOA FUTURE FRANCHISING, LLC
a Delaware limited liability company

BY:_____

ATTEST:_____

{CORPORATE SEAL}

SCHEDULE E-2

TO THE HOA FUTURE FRANCHISING, LLC FRANCHISE AGREEMENT

LEASE RIDER

LEASE RIDER

THIS AGREEMENT is made and entered into on _____, 20___, by and between _____, a _____ ("**Landlord**"), and _____, a _____ ("**Tenant**") and shall be attached and incorporated into the Lease Agreement executed between Landlord and Tenant dated _____ regarding the premises located at _____ (the "**Store**").

Article 1

(a) Acknowledgment. Landlord acknowledges that Tenant is a franchisee of HOA Future Franchising, LLC and/or Hoots Franchising, LLC ("**Franchisor**"), and has executed in favor of Franchisor among other things, (i) a Franchise Agreement governing the relationship between Franchisor and Tenant (the "**Franchise Agreement**"), and (ii) a Collateral Assignment of Lessee's Interest in Lease, assigning to Franchisor Tenant's interest in the Lease (the "**Collateral Assignment**"). Franchisor has requested and Landlord has agreed to provide certain protections and rights to Franchisor with respect to the Lease. In the event of any conflict or inconsistency between this Rider and any provision of the Lease, this Rider shall govern.

(b) Amendment. Landlord and Tenant shall not cancel, terminate, modify or amend the Lease including, without limitation, Franchisor's rights under this Rider, without Franchisor's prior written consent, except that, subject to Franchisor's cure rights, this paragraph shall not prevent Landlord from exercising any right to cancel or terminate the Lease due to Tenant's default.

(c) Right to Information. The Landlord is permitted to provide Franchisor at its request with all revenue and other information that the Landlord may have related to the operation of the Franchisee's Store.

(d) Benefits and Successors. The benefits of this Rider shall inure to Franchisor and to Franchisor's successor and assigns.

(e) Third Part Beneficiary. Landlord and Tenant acknowledge and agree that Franchisor is a an express third party beneficiary of this Lease Rider with authority and standing to enforce its terms.

Article 2

(a) Assignment and Subletting. Landlord's consent shall not be necessary for an assignment or subletting (i) to Franchisor, (ii) to an entity which controls, is controlled by or is under common control with Franchisor, or (iii) to any other franchisee of Franchisor. Tenant or Franchisor shall give Landlord notice of any such assignment or subletting at least fifteen (15) days prior to such assignment or subletting, except that if any such assignment is a result of Franchisor exercising rights under the Collateral Assignment, Franchisor shall give notice to Landlord promptly following such assignment.

(b) Default of Tenant. In the event a default occurs at any time during the term of the Lease, Landlord shall provide notice of such default to Franchisor by certified mail, return receipt requested, or by nationally recognized overnight courier service to the following address:

HOA Future Franchising, LLC
107 Hampton Road, Suite 200
Clearwater, Florida 33759

This address shall be the notice address for Franchisor for all other items requiring notice unless Franchisor provides a different address to Landlord. In the event Tenant does not cure within the timeframe as set forth in the Lease, Landlord shall temporarily forbear its rights to terminate the Lease and provide additional notice to Franchisor so that Franchisor may exercise one of its options to prevent termination of the Lease. Accordingly, upon Tenant's failure to cure and Landlord's intention to terminate the Lease, Landlord shall notify Franchisor in the manner set forth above. Upon receipt of Landlord's notice of Tenant's failure to cure, Franchisor shall have the option, but not the obligation, to cure Tenant's default as set forth in Paragraph (c) herein, or to obtain possession of the premises pursuant to the Collateral Assignment as set forth in Paragraph (d) herein.

(c) Tenant Default(s) Cured by Franchisor. In the event Landlord notifies Franchisor of its intent to terminate the Lease agreement with Tenant as described in Paragraph (b) above, Franchisor may cure the default on behalf of Tenant within the following timeframes, and Landlord acknowledges that such cure(s) shall be deemed adequate as if cured by the Tenant within the timeframes required under the Lease:

(i) Monetary Default may be cured by Franchisor within ten (10) business days after receiving notice from Landlord, as described above in Paragraph (b).

(ii) Non-Monetary Defaults may be cured by Franchisor within twenty (20) business days after receiving notice from Landlord, as described above in Paragraph (b). If such default is one that reasonably requires more than twenty (20) business days to cure, Franchisor shall have such additional time as is reasonably necessary to cure the default so long as Franchisor diligently pursues the cure. If such pursuit is subject to approval by Landlord, approval shall not be unreasonably withheld.

(d) Collateral Assignment. Landlord acknowledges that pursuant to the Collateral Assignment, Franchisor is entitled to (but not obligated to take) immediate possession of the premises upon default under the Franchise Agreement, and that default under a lease covering the franchise business qualifies as a default under the Franchise Agreement. In the event Franchisor desires to take possession via the Collateral Assignment, the parties will execute an Assignment of Lease. Landlord will provide to Franchisor such reasonable cooperation as Franchisor may request in connection with taking possession herein.

(e) Franchisor as Tenant. In the event Franchisor becomes the Tenant under the Lease, whether by assignment or by exercise of its rights under the Franchise Agreement and Collateral Assignment, Landlord shall recognize Franchisor as the tenant under the Lease, and Franchisor shall within ten (10) days of it becoming the tenant, cure any then-existing default in the payment of rental, but not to exceed two (2) months of base rental. The preceding sentence shall not prevent Landlord from pursuing the defaulting Tenant for such additional past due rental or monies owed. Nothing in this Rider and no exercise of any rights hereunder (including, without limitation, any curing of any Tenant's default by Franchisor) shall be construed as creating on Franchisor any liability or obligation under the Lease or as Franchisor assuming any liability or obligation under the Lease. Any assumption by Franchisor of any obligation under the Lease shall only occur by specific written assumption executed by Franchisor. In the event Franchisor succeeds to the interest of Tenant under the Lease, (i) Franchisor shall not be bound by any modification or amendment to the Lease made without its consent, (ii) Franchisor shall not be bound by any notice given to Tenant and not given to Franchisor, and (iii) Franchisor shall not be responsible for any claims which Landlord may have against any prior tenant under the Lease; except that Franchisor shall pay any past due rental, subject to the limitations set out above. If Franchisor assumes the Lease, its liability under the Lease shall extend only to the period of time

that it is the tenant under the Lease and shall terminate upon the earlier of (i) any permitted assignment of the Lease by Franchisor, or (ii) the twentieth (20th) day following the date Franchisor provides Landlord notice of its intent to abandon the Lease.

(f) Waiver of Landlord's Lien. Landlord hereby waives any contractual, common law, or statutory landlord's lien which Landlord may at any time have as to Tenant's trade fixtures, equipment, inventory, and other personal property (but not leasehold improvements) at any time located within the premises in which Franchisor has a security interest or upon which Franchisor has a lien.

Article 3

(a) Signage. Landlord acknowledges that as a Hooters and/or Hoots Wings by Hooters franchisee, Tenant will be utilizing certain standard trademarked signage and graphics required by the Franchisor under the Franchise Agreement (the "**Hooters and/or Hoots Wings by Hooters Signage**"). Landlord acknowledges that it has been provided the specifications for the Hooters and/or Hoots Wings by Hooters Signage by Tenant and consents to and agrees to allow the Hooters and/or Hoots Wings by Hooters Signage to be installed and maintained by Tenant, subject to such reasonable requirements as Landlord may include in the Lease relative to the location, method of installation and responsibility for maintenance and removal of such signage. It is Tenant's responsibility to ensure that the Hooters and/or Hoots Wings by Hooters Signage complies with applicable signage regulations and requirements of the local government in which the premises is located. Landlord agrees that, following any event of default under the Franchise Agreement, Franchisor shall have the right(but not the obligation) to remove the Hooters and/or Hoots Wings by Hooters Signage in order that the premises is no longer identifiable as a Hooters and/or Hoots Wings by Hooters location, provided that Franchisor shall repair any damage caused by such removal.

(b) Exclusivity. Landlord shall not lease the premises governed by this Rider (or any other premises located in the shopping center, if applicable) to any other tenant in which 10% or more of gross revenues are derived from the sale of chicken wings, during the term of this Lease and for a period of twelve (12) months thereafter. This provision shall survive any subsequent lease assignments and/or transfers.

(c) Parking. Tenant shall be permitted to designate the four (4) nearest non-handicap parking spaces for Hooters and/or Hoots Wings by Hooters customers only.

Article 4

(a) Option to Purchase and Right of First Refusal – Franchisee Tenant is Landlord. This Article 4 shall only apply if Tenant is now or becomes Landlord/Owner of the premises, or any person related to or affiliated with Tenant is now or becomes Landlord/Owner of the premises. "Related" or "affiliated" shall be defined as persons who own directly or indirectly through a corporation, partnership, limited liability company or otherwise, an interest in both the Franchise and the premises.

(i) Option to Purchase. If applicable, and upon the occurrence of any of the following: 1. Expiration of the Franchise Agreement 2. Termination of the Franchise Agreement 3. Non-renewal of the Franchise Agreement, Franchisor shall have the right to provide, within twenty (20) days of any the aforementioned occurrences, written notice to Landlord/Owner of the premises

that Franchisor intends to purchase the premises for cash, or cash equivalent, at fair market value price. If the parties cannot agree upon a fair market value within thirty (30) days from the date of Franchisor's notice, an independent appraiser shall be designated by mutual agreement of the parties within thirty (30) days, to be paid for by Franchisor, and his or her determination of fair market value shall be binding. If the Franchisor and Landlord/Owner of the premises cannot designate by mutual agreement an independent appraiser, both parties may obtain their own independent appraisal within sixty (60) days at their expense, and fair market value shall be determined to be the average of the two independent appraised values. If either party believes one of the two appraisals to be materially flawed, that party at its expense may pay for a third appraisal from a third independent appraiser selected by mutual agreement of the first two appraisers, and such third appraisal shall be binding. Within ten (10) days after the Franchisor has been notified of fair market value, the Franchisor must exercise its option to purchase by notice to the Landlord/Property Owner, with closing to be held within thirty (30) days or such option shall expire.

(ii) Right of First Refusal: If applicable, should the Landlord/Owner of the premises choose to sell the premises while occupied by the franchised business, Landlord/Owner shall give a right of first refusal pursuant to the notice set forth in Article 2 (b) to Franchisor to match any written sale contract on substantially all of the same terms and conditions. Franchisor shall be given twenty (20) days advance written notice to accept or reject this option, and no less than sixty (60) days to close on the transaction.

Article 5

(a) Option to Purchase and Right of First Refusal – Former or Current Franchisee is Landlord. This Article 5 shall only apply if Landlord/Owner of the premises is a current or former franchisee of the Hooters and/or Hoots Wings by Hooters system, or is related or affiliated with a current or former franchisee of the Hooters and/or Hoots Wings by Hooters system. "Related" or "affiliated" shall be defined as persons who own directly or indirectly through a corporation, partnership, limited liability company or otherwise, an interest in both a Hooters and/or Hoots Wings by Hooters franchise and the premises.

(i) Option to Purchase. Tenant shall have the option to purchase the premises at any point during the first five (5) years of the lease term. If the option to purchase is not exercised within the first five (5) years of the lease by Tenant, Franchisor shall have an additional ninety (90) days to exercise an option to purchase. If Landlord and Tenant or Landlord and Franchisor cannot agree on a fair market value within thirty (30) days from the date of either Tenant's or Franchisor's written notice to purchase the property, with such notice given in accordance with subsection (iii) herein, an independent appraiser shall be designated by mutual agreement of the parties within thirty (30) days, to be paid for by Tenant or Franchisor as the case may be, and his or her determination of fair market value shall be binding. If the Landlord and Tenant or Landlord and Franchisor cannot designate by mutual agreement an independent appraiser, the parties may obtain their own independent appraisal within sixty (60) days at their expense, and fair market value shall be determined to be the average of the two independent appraised values. If a party believes one of the two appraisals to be materially flawed, that party at its expense may pay for a third appraisal from an independent appraiser selected by mutual agreement of the first two appraisers, and such third appraisal shall be binding. Within ten (10) days after Tenant or Franchisor has been notified of fair market value, the Tenant or Franchisor must exercise its option to purchase by notice to the Landlord pursuant to subsection (iii) herein, with closing to be held within thirty (30) days or such option shall expire.

(ii) Right of First Refusal. Should Landlord/Owner of the premises choose to sell the premises at any point during the lease term, Tenant shall have the right of first refusal to match any written sale contract on substantially all of the same terms and conditions. Tenant shall be given thirty (30) days advance written notice pursuant to subsection (iii) herein to determine whether to exercise its right. If Tenant chooses not to exercise its right or fails to respond to the offer, Franchisor shall have an additional fifteen (15) days to exercise its right to match the offer and purchase the property.

(iii) Notice. No notice or other communication given shall be effective unless the same is in writing and is delivered in person; mailed by registered or certified mail, return receipt requested, first class, postage prepaid; same-day couriered; or delivered via nationally recognized overnight courier, addressed: (a) if to Landlord, at the address set forth in this lease or to such other address as Landlord shall designate by giving notice thereof to Tenant and Franchisor, (b) if to Tenant, to the Premises, or to such other address as Tenant shall designate by giving notice thereof to Landlord or (c) if to Franchisor, to the address set forth in Article 2(b) or other such address as Franchisor shall designate by giving notice thereof to Tenant and Landlord. Any such notice, statement, certificate, request or demand shall, in the case of registered or certified mailing, be deemed to have been given on the third day after the date mailed as aforesaid in any post office or branch post office regularly maintained by the United States Government, and in the case of delivery by nationally recognized overnight courier service, shall be deemed to have been given upon the date of delivery to an authorized agent of such courier service, except in each case for notice of change of address or revocation of a prior notice, which shall only be effective upon receipt. No party shall refuse to accept delivery of notice. Proof of the posting of any notice and of the date of any acceptance or refusal of delivery or of the final attempt at the delivery thereof shall be deemed sufficient proof that such notice was given and delivered or refused as the case may be. Any party may change its address for purposes of notice by due notice given to the other parties by the method herein provided.

[Signatures on next page]

LANDLORD

By: _____

Name:_____

Title: _____

TENANT

By: _____

Name:_____

Title: _____

SCHEDULE F

TO THE HOA FUTURE FRANCHISING, LLC FRANCHISE AGREEMENT

OWNERS GUARANTY

PRINCIPAL OWNER GUARANTY

This Principal Owner Guaranty (this "**Guaranty**") must be signed by the principal owners (referred to as "you" for purposes of this Guaranty only) of _____ (the "**Business Entity**") under the Franchise Agreement effective as of _____ (the "**Agreement**") between the Business Entity and HOA Future Franchising, LLC ("**us**," "**our**" or "**we**").

1. **Scope of Guaranty**. In consideration of and as an inducement to our signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: (a) guarantee to us and our successors and assigns that your Business Entity will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agree to be individually bound by each and every provision in the Agreement, including but not limited to the restrictive covenants regarding confidentiality and non-competition in Section 9 of the Agreement; and (c) agree to be personally liable for the breach of, each and every provision in the Agreement.

2. **Waivers**. Each of you waive: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

3. **Consents and Agreements**. Each of you consent and agree that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

4. **Enforcement Costs**. If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. **Effectiveness**. Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by Florida law and we may enforce our rights regarding it in the courts of Florida. Each of you irrevocably submits to the jurisdiction and venue of such courts.

Each of you now sign and deliver this Guaranty effective as of the date of the Agreement regardless of the actual date of signature.

PERCENTAGE OF OWNERSHIP INTEREST IN BUSINESS ENTITY	GUARANTORS
_____	_____ Name: _____
_____	_____ Name: _____
_____	_____ Name: _____
_____	_____ Name: _____

SCHEDULE G

TO THE HOA FUTURE FRANCHISING, LLC FRANCHISE AGREEMENT

SPECIAL STIPULATIONS

NONE

SCHEDULE H

TO THE HOA FUTURE FRANCHISING, LLC FRANCHISE AGREEMENT

STATE SPECIFIC ADDENDA (INCLUDE IF APPLICABLE)

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to the Hooters Franchise Agreement dated _____ ("Franchise Agreement") between HOA Future Franchising, LLC ("we," "us," or "our") and _____ ("you," or "your") is entered into simultaneously with the execution of the Franchise Agreement.

In recognition of the requirements of the California Franchise Investment Law §§ 31000 through 31516, and the California Franchise Relations Act, California Business and Professions Code §§ 20000 through 20043, the Franchise Agreement, for franchises offered and sold in the State of California or to California residents, is amended to include the following:

1. California Business and Professions Code §§ 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.

2. The following sentence is added to the end of Sections 2.2.7 (Renewal Term) and 13.2.3.4 (Transfer of Interest):

> California Corporations Code § 31512 voids a waiver of your rights under the Franchise Investment Law (*see* California Corporations Code §§ 31000 through 31516). California Business and Professions Code § 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§ 2000 through 20043).

3. The following sentence is added to the end of Section 9.3.3 (Post-Term Covenant Not to Compete):

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

4. The following sentence is added to the end of Section 15.6.2 (Liquidated Damages):

> The Franchise Agreement contains a liquidated damage clause. Under California Civil Code Section 1671, certain liquidated damage clauses are unenforceable.

5. The following sentence is added to the end of Section 20.3 (20.3 Consent to Personal Jurisdiction, Forum Selection, Consent to Service of Process, and Waivers):

> The Franchise Agreement requires that any litigation be conducted in the state of our principal place of business. This provision may not be enforceable under California law.

6. The following sentence is added to the end of Section 20.2 (Governing Law):

> The Franchise Agreement contains provisions requiring application of the laws of Florida. These provisions may not be enforceable under California law.

7. If any of the provisions of the Franchise Agreement concerning termination are inconsistent with either the California Franchise Relations Act or the Federal Bankruptcy Code (concerning termination of the Agreement on certain bankruptcy-related events), then the Federal Bankruptcy Code applies.

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.

9. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

10. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect. for any reason.

HOA FUTURE FRANCHISING, LLC	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

HAWAII ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to the Hooters Franchise Agreement dated _____ ("Franchise Agreement") between HOA Future Franchising, LLC ("we," "us," or "our") and _____ ("you," or "your") is entered into simultaneously with the execution of the Franchise Agreement.

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the Franchise Agreement, for franchises offered and sold in the State of Hawaii or to Hawaii residents, is amended to include the following:

1. 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.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect. for any reason.

HOA FUTURE FRANCHISING, LLC	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to the Hooters Franchise Agreement dated _____ ("Franchise Agreement") between HOA Future Franchising, LLC ("we," "us," or "our") and _____ ("you," or "your") is entered into simultaneously with the execution of the Franchise Agreement.

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Ill. Comp. Stat. §§ 705/1 through 705/44, the Franchise Agreement, for franchises offered and sold in the State of Illinois or to Illinois residents, is amended to include the following:

4. The following sentence is added to the end of Sections 2.2.7 (Renewal Term) and 13.2.3.4 (Transfer of Interest):

> 815 ILCS § 705/41 (Illinois Franchise Disclosure Act) states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void."

5. The provisions of the Franchise Agreement, and all other agreements concerning governing law, jurisdiction, and choice-of-law, will not constitute a waiver of any right conferred on you by the Illinois Franchise Disclosure Act. Illinois law will govern the Franchise Agreement with respect to franchisees under the jurisdiction of the Illinois Franchise Disclosure Act. Consistent with the foregoing, any provision in the Franchise Agreement that designates jurisdiction and venue in a forum outside of Illinois is void with respect to any cause of action that is otherwise enforceable in Illinois.

6. Section 21.13 Acknowledgements) is deleted from all Illinois Franchise Agreements.

7. 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.

8. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

9. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect. for any reason.

HOA FUTURE FRANCHISING, LLC	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to the Hooters Franchise Agreement dated _____ ("Franchise Agreement") between HOA Future Franchising, LLC ("we," "us," or "our") and _____ ("you," or "your") is entered into simultaneously with the execution of the Franchise Agreement.

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§ 14-201 through 14-233, the Franchise Agreement, for franchises offered and sold in the State of Maryland or to Maryland residents, is amended to include the following:

10. The following sentence is added to the end of Sections 2.2.7 (Renewal Term) and 13.2.3.4 (Transfer of Interest):

> The general release required as a condition of renewal or transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

11. The following sentence is added to the end of Section 14.5 (Limitations on Actions):

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

12. The following sentence is added to the end of Section 20.3 (Consent to Personal Jurisdiction, Forum Selection, Consent to Service of Process, and Waivers):

> A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

13. Section 21.13 (Acknowledgments) is deleted in its entirety.

14. 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.

15. 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.

16. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

17. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect. for any reason.

HOA FUTURE FRANCHISING, LLC	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to the Hooters Franchise Agreement dated _____ ("Franchise Agreement") between HOA Future Franchising, LLC ("we," "us," or "our") and _____ ("you," or "your") is entered into simultaneously with the execution of the Franchise Agreement.

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Agreement, for franchises offered and sold in the State of Minnesota or to Minnesota residents, is amended to include the following:

1. The following sentence is added to the end of Section 2.2.7 (Renewal Term):

   Any general release language contained in the Franchise Agreement will not relieve us or any other person, directly or indirectly, from liability imposed by the Minnesota Franchises Law.

2. Section 8 (Intellectual Property) of the Franchise Agreement is amended by adding the following language:

   The Minnesota Department of Commerce requires that we indemnify you against liability to third parties resulting from claims by third parties that your use of our trademark infringes trademark rights of the third party. We do not indemnify against the consequences of your use of our trademark except in accordance with the requirements of the Agreement, and, as a condition to indemnification, you must provide notice to us of any claim within 10 days and tender the defense of the claim to us. If we accept the tender of defense, we have the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

3. The following sentence is added to the end of Section 15.6.2 (Liquidated Damages):

   The Franchise Agreement contains provisions that may be interpreted as liquidated damages clauses under Minnesota law. Certain liquidated damages clauses are unenforceable.

4. The following sentence is added to the end of Section 13.2.3.4 (Transfer of Interest):

   Under Minn. Rule 2860.4400D, any general release of claims a transferor may have against us or our directors, officers, shareholders, and employees, including without limitation claims arising under federal, state, and local laws, rules, and ordinances, excludes claims the transferor may have under the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

   Minnesota law provides you with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires, except in certain specified cases, that consent to the transfer of the Franchise not be unreasonably withheld.

5. The following sentence is added to the end of Section 14 (Default and Termination):

   With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. § 80C.14, Subds. 3, 4, and 5, that 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 of non-renewal of the Franchise Agreement, and that we not unreasonably withhold consent to the transfer of the franchise.

6. The following sentence is added to the end of Section 20.3 (20.3 Consent to Personal Jurisdiction, Forum Selection, Consent to Service of Process, and Waivers):

   Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring that litigation be conducted outside Minnesota. In addition, nothing in the Franchise Agreement abrogates or reduces any of your rights provided for in Minnesota statutes Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

7. Section 14.5 (Limitations on Actions) of the Franchise Agreement is amended by adding the following language:

   Notwithstanding the foregoing, any and all claims arising under the Minnesota Franchises Law may be brought within 3 years from the date on which the cause of action accrues.

8. NSF checks and related interest and attorney's fees are governed by Minnesota Statute Section 604.113, which puts a cap of $30 on initial service charges and requires notice and opportunity to cure prior to assessing interest and attorneys' fees.

9. Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

10. 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.

11. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

12. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect. for any reason.

HOA FUTURE FRANCHISING, LLC	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to the Hooters Franchise Agreement dated _____ ("Franchise Agreement") between HOA Future Franchising, LLC ("we," "us," or "our") and _____ ("you," or "your") is entered into simultaneously with the execution of the Franchise Agreement.

In recognition of the requirements of the General Business Law of the State of New York, Article 33, Sections 680 through 695, the Franchise Agreement, for franchises offered and sold in the State of New York or to New York residents, is amended to include the following:

1. The following sentence is added to the end of Sections 2.2.7 (Renewal Term) and 13.2.3.4 (Transfer of Interest):

> 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.

2. Section 14 (Default and Termination) is amended to add the following sentence at the end of the Section:

> Notwithstanding the foregoing, you may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

3. Sections 20.2 (Governing Law) and 20.3 (20.3Consent to Personal Jurisdiction, Forum Selection, Consent to Service of Process, and Waivers) are amended to add the following sentence at the end of the Section:

> 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.

4. 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.

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. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

7. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect. for any reason.

HOA FUTURE FRANCHISING, LLC	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to the Hooters Franchise Agreement dated _____ (**"Franchise Agreement"**) between HOA Future Franchising, LLC (**"we," "us,"** or **"our"**) and _____ (**"you,"** or **"your"**) is entered into simultaneously with the execution of the Franchise Agreement.

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19- 28.1-1 through 19-28.1-34, the Franchise Agreement, for franchises offered and sold in the State of Rhode Island or to Rhode Island residents, is amended to include the following:

1. The following sentence is added to the end of Sections 20.3 (Consent to Personal Jurisdiction, Forum Selection, Consent to Service of Process, and Waivers) and 20.2 (Governing Law):

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

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.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect. for any reason.

HOA FUTURE FRANCHISING, LLC	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to the Hooters Franchise Agreement dated _____ ("Franchise Agreement") between HOA Future Franchising, LLC ("we," "us," or "our") and _____ ("you," or "your") is entered into simultaneously with the execution of the Franchise Agreement.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Agreement for franchises offered and sold in the Commonwealth of Virginia is amended to include the following:

1. The following sentence is added to the end of Section 14 (Default and Termination):

   Under 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.

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.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect. for any reason.

HOA FUTURE FRANCHISING, LLC	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

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

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

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

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

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

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

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

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

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

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.

HOA FUTURE FRANCHISING, LLC	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

EXHIBIT B

DEVELOPMENT AGREEMENT AND RELATED AGREEMENTS

HOOTERS® DEVELOPMENT AGREEMENT

BETWEEN

HOA FUTURE FRANCHISING, LLC
107 HAMPTON ROAD, SUITE 200
CLEARWATER, FLORIDA 33759

AND
DEVELOPER_ENTITY_NAME
PRINCIPAL OFFICE ADDRESS
CITY, STATE ZIPCODE

HOA FUTURE FRANCHISING, LLC
DEVELOPMENT AGREEMENT

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SCHEDULES

A - KEY INFORMATION

B - FRANCHISE AGREEMENT

C - LIST OF YOUR OWNERS

D - OWNERS GUARANTY

E - STATE SPECIFIC AMENDMENT (IF APPLICABLE)

HOA FUTURE FRANCHISING, LLC
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the date specified in Schedule A ("Effective Date") (all exhibits and schedules attached to this Agreement are hereby incorporated by this reference), by and between HOA FUTURE FRANCHISING, LLC, a Delaware limited liability company with its principal business address at 107 Hampton Road, Suite 200, Clearwater, Florida 33759 (hereinafter "Franchisor," "we," "us," or "our"), and the developer specified in Schedule A ("Developer," "you" or "your"). Franchisor and Developer referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

1. Franchisor, itself and/or through affiliates, has developed a system (the "System") for the development, establishment, and operation of casual dining restaurants (the "Hooters Restaurants") that offer chicken wings, seafood and burgers, together with beer, wine, and liquor and other food and beverage offerings and merchandise for dine in, catering, take-out and delivery (the "Products and Services").

2. The distinguishing characteristics of the System include, without limitation, proprietary recipes and formulae used to create proprietary flavoring, ingredients, and/or products; distinctive exterior and interior restaurant design, trade dress, décor, and color scheme; distinctive standards, specifications, and procedures for operations; procedures for quality control; training and ongoing operational assistance; and advertising and promotional programs; all of which are set forth in our confidential operations manual (the "Manuals") or otherwise in writing, and which we may add to, delete from, and modify from time to time.

3. We further identify the System by means of certain names and marks, including the "HOOTERS®" trademark (the "Primary Mark"), as well as other trade names, service marks, trademarks, logos, insignias, slogans, emblems, symbols, and designs that we have designated or may in the future designate for use with the System (collectively, the "Marks"). We and our affiliates may modify the Marks from time to time, adding new trade names, service marks, and trademarks which also will be included in the term "Marks."

4. We license the System and the Marks to franchisees for use in connection with the operation of Hooters Restaurants by entering into separate franchise agreements (each a "Franchise Agreement"). Each Hooters Restaurant operates from a specified location that we designate and approve (the "Site").

5. You wish to obtain certain rights to develop multiple Hooters Restaurants under the System and wishes to enter into this Agreement, and to enter into Franchise Agreements with us, for that purpose.

In consideration of the foregoing and the mutual promises and commitments set forth in this Agreement, the parties agree as follows:

1 GRANT

1.1 Rights, Obligations. Subject to the terms of this Agreement, we hereby grant to you the non-exclusive right, and you hereby accept the obligation, to develop that cumulative number of Hooters Restaurants (each a "Franchised Business" and, collectively the "Franchised Business") set forth in Schedule A to this Agreement, all of which are to be located in the geographic area(s) described in Schedule A ("Development Area") The Franchised Businesses must be developed pursuant to the development schedule (the "Development Schedule") also set forth in Schedule A. Each Franchised Business developed under this Agreement will be established and operated pursuant to a separate Franchise Agreement as provided in Section 3 below.

1.2 Development Area. Subject to Section 1.3, if you are in full compliance with all of the provisions of this Agreement, and all other agreements with us or any of our affiliates (including the Franchise Agreements signed pursuant to this Agreement or otherwise), then during the term of this Agreement, we will not establish or operate, or license any other person to establish or operate, a Hooters Restaurant at a Site physically located within the Development Area. The foregoing will not apply to any Hooters Restaurant(s) that are open, or under a commitment to open, as of the Effective Date, regardless of whether such restaurant will be operated us by, our affiliate, or a third party (individually or collectively, "Pre-Existing Sites"). If your right to develop the Franchised Businesses hereunder expires or is terminated under Section 7 hereof or otherwise, we shall have the right thereafter to develop and operate, and allow others to develop and operate, Hooters Restaurants located anywhere in the Development Area, except as limited by any then-existing and effective Franchise Agreement.

1.3 Reserved Rights. We retain all other rights not expressly granted to you in this Agreement. Among other things, and on any terms and conditions as we deem appropriate in our judgment, and without granting you any rights therein, we may:

1.3.1 Own, acquire, establish, and/or operate and license others to establish and operate, Hooters Restaurants under the System at any Site outside the Development Area, notwithstanding the Site's proximity to the Development Area or any Hooters Restaurant, the Franchised Businesses or its actual or threatened impact on sales at the Franchised Businesses;

1.3.2 Own, acquire, establish, and/or operate, and license others to establish and operate Hooters Restaurants under the Marks at Reserved Facilities (as defined below) at any Site within or outside the Development Area. As used in this Agreement, "Reserved Facilities" will mean: include limited access and captive audience facilities, concession departments, separate areas, and other types of institutional accounts, which may include (i) airports, bus and railroad terminals, and other public transportation facilities, (ii) sports arenas, stadiums, and facilities, (iii) gasoline service stations, highway rest stops, and travel plazas, (iv) amusement parks or centers, zoos, parks, aquariums, museums, art centers, concert venues, theaters, drive-in theaters, movie theaters, amphitheaters, casinos, and other entertainment or tourist facilities, (v) supermarkets, convenience stores, department stores, outlet malls, and enclosed malls, (vi) food courts, (vii) hospitals and other health care facilities, (viii) universities, schools, and education facilities, (ix) convention centers, (x) military bases, and (xi) office

buildings, business complexes, condominiums, dormitories, other high-density locations, and other similar non-restaurant locations.

1.3.3 Own, acquire, establish, and/or operate and license others to establish and operate businesses: (a) using the Marks (but not the Primary Mark, except for hoots® wings restaurants which may use the Primary Mark and other Marks in your Development Area) and other marks in connection with the operation of such businesses; (b) which businesses may be similar to or different from Hooters Restaurants; and (c) which may be located within or outside the Development Area, despite the proximity of such businesses to Franchised Businesses (but this clause will not allow us to operate or license others to operate a Hooters Restaurant from a fixed location inside the Development Market Area, unless at a Reserved Facility). For the avoidance of doubt, certain of our affiliates may own, establish, and/or operate, and license others to establish and operate restaurants using the "hoots®" mark inside the Development Area. As between the Parties, our affiliates and we retain all rights with respect to the licensing, franchising, development, and operation of hoots® wings restaurants, or their products, services intellectual property or the like, regardless of whether such licensing, franchising, development, or operations are located or operating for take-out, delivery, wholesale, retail, or online sales anywhere ("Hoots Activities"). Hooters Restaurants are not hoots® wings restaurants, and hoots® wings restaurants may use the Primary Mark (among other Marks) inside your Development Area. We have sole discretion to determine what constitutes Hoots Activities as compared to the operation of a Hooters Restaurant, and no rights, duties, covenants, promises or obligations in this Agreement in any way restrict Hoots Activities anywhere, or grant you any rights or protections of any kind with respect to any Hoots Activities.

1.3.4 Market, sell and distribute, directly or indirectly, or license others to sell and to distribute, directly or indirectly, any goods, services or products, whether or not bearing the Marks or using the System, from any location (in the Development Area or elsewhere) to any business or customer, including, without limitation, through retail kiosks, grocery or convenience stores or other retail outlets, locations associated with activities like gambling locations, casinos or sports books, sporting events, airports, mass transit terminals, malls or office building cafeterias, at sporting even venues, and any other alternative distribution channels without any compensation or obligation to you (including, without limitation, through Delivery Kitchens, retail, wholesale, mail order, delivery services, toll free numbers, the Internet, intranet, catalog sales, websites, e-mail or other forms of e-commerce); however, this clause will not allow us to operate or license others to operate a Hooters Restaurant physically located within the Development Area under: (a) the System; and (b) the Marks, unless permitted at a Reserved Facility. "Delivery Kitchens" include kitchens devoted to the preparation of certain products (often referred to as ghost, dark, or cloud kitchens), which may use the Marks and may deliver to customers located anywhere.

1.3.5 Advertise, or authorize others to advertise, using the Marks anywhere, including inside and outside any Development Area.

1.3.6 Acquire, be acquired by, or merge with another entity with existing businesses or franchises that are similar to or competitive with the Businesses anywhere

(including inside and outside the Protected Area) and (i) convert the other businesses to be Hooters Restaurants operating under the Marks and the System (except inside your Protected Area), (ii) permit the other businesses to continue to operate under another name anywhere (including inside your Protected Area), and/or (iii) permit the businesses to operate under another name and convert your Franchised Business and existing Hooters Restaurants to such other name.

1.3.7 Engage in any act or exercise any right not expressly and exclusively provided to you under this Agreement.

1.4 Not a Franchise Agreement. This Agreement is not itself a Franchise Agreement, and only sets the framework for the Parties to enter into each of the Franchise Agreements under the Development Schedule. This Agreement does not grant to you any right to use in any manner our Marks or System separate from the rights granted under each Franchise Agreement.

2 DEVELOPMENT FEE

2.1 Development Fee. In consideration of the development rights granted herein, you must pay to us a development fee (the "Development Fee") in an amount set forth in Schedule A.

2.2 Development Fee is Non-Refundable. The Development Fee is due in lump sum and is fully earned and non-refundable upon your signing this Agreement. The Development Fee is paid to us in consideration of administrative and other expenses incurred by us and for the development opportunities lost or deferred as a result of the rights granted to you in this Agreement.

3 DEVELOPMENT OBLIGATIONS

3.1 Site Selection.

3.1.1 Site Selection Assistance. We or our or designee may provide you our then current site selection guidelines, including our minimum standards for locating a Hooters Restaurant, and such site selection counseling and assistance as we may deem advisable from time to time.

3.1.2 Site Evaluation. We will accept or reject sites for the Franchised Businesses in accordance with the following provisions:

1. You must submit to us, in accordance with the procedures we establish from time to time, a complete site information package containing all information that we reasonably require for each site for a Franchised Business that you propose to develop and operate (a "Site Information Package"). We will use all reasonable efforts to make a site acceptance decision and, if the site is accepted, deliver a site acceptance notice to you within thirty (30) days after we receive the complete Site Information Package and any other materials Franchisor has requested. We may grant

or withhold acceptance of any proposed site as we determine in our judgment for any reason.

2. Neither our acceptance of a proposed site, nor any information communicated to you regarding our standard site selection criteria or the proposed site, constitutes a warranty or representation of any kind, express or implied, as to the suitability of the proposed site for the Franchised Business or for any other purpose. Our acceptance of a proposed site merely signifies that we are willing to grant a franchise for a Franchised Business at that location in accordance with the terms of this Agreement. Your decision to develop and operate a Franchised Business at any site is based solely on your own independent investigation of the suitability of the site for a Franchised Business.

3.2 Grant of Franchise.

3.2.1 Provided you are in full compliance with the terms and conditions contained in this Agreement, and with all of your obligations under each existing Franchise Agreement, then the franchise rights for each proposed Franchised Business will be granted to you upon your obtaining our written approval of a site for the Franchised Business. The granting of any such franchise rights is expressly conditioned on you and us entering into a Franchise Agreement for the approved site. The form of the Franchise Agreement for the first Franchised Business to be developed pursuant to this Agreement is attached hereto as **Schedule B**. The form of the Franchise agreement for each subsequent Franchised Business developed hereunder shall be in the form of Franchise Agreement being offered generally by us at the time each such Franchise Agreement is executed. Once a Franchise Agreement has been signed for a Franchised Business, your territorial rights with respect to that Franchised Business will be governed solely by the applicable Franchise Agreement.

3.2.2 Concurrently with your execution and delivery of each Franchise Agreement to us, you and your Owners and Affiliates must, except to the extent limited or prohibited by applicable law, execute and deliver to us a general release in form and substance satisfactory to us, of any and all claims against us, our affiliates, subsidiaries, and parents, and their respective shareholders, officers, directors, managers, employees, agents, successors and assigns. “Owner” means each person or entity that has a direct or indirect legal or beneficial ownership interest in you, if you are an entity.

3.2.3 The initial franchise fee payable for each Franchised Business required to be developed pursuant to this Agreement shall be in an amount set forth in Schedule A, payable concurrently with the execution of the related Franchise Agreement. If you are in full compliance with this Agreement, then a portion of the Development Fee will be credited against the initial franchise fee payable under each Franchise Agreement as set forth in Schedule A. You acknowledge and agree that no portion of the Development Fee shall be refundable for any Franchised Business that you fail to develop in accordance with the terms of this Agreement.

3.2.4 We may, in our sole discretion, may approve you to use Controlled Affiliates to enter into the Franchise Agreements contemplated under this Agreement. The

term “Controlled Affiliate” means any corporation, limited liability company or other business entity of which you or one or more of your majority owners who are approved by us owns at least fifty-one percent (51%) of the total authorized ownership interests, and you or such owner(s) have the right to control the entity’s management and policies.

4 TERM

This Agreement will commence on the Effective Date and will continue in effect until the earlier of: (a) the last Site Selection Date specified in in the Development Schedule, (b) the actual selection of the last Site under the Development Schedule, (c) the date of termination of this Agreement if terminated due to your breach of this Agreement or any of your Franchise Agreements; or (d) the last day of the Development Term set forth in Schedule A (the “Term”).

5 DUTIES OF THE PARTIES

5.1 Our Obligations. Our only initial obligation to you is to help you define your Development Area and assign it to you. Any other obligations we have to you are included in the individual Franchise Agreements that you will sign for each Franchised Business.

5.2 Your Obligations. You accept the following obligations:

5.2.1 You must acquire the rights the Site for each Franchised Business (e.g., execute a lease for the site or close on the purchase of the site) by the deadlines set forth in Schedule A (each a “Site Acquisition Deadline”). You must open each of the Franchised Businesses for business on the date set forth in Schedule A (each an “Opening Date”). Recognizing that time is of the essence, you agree to satisfy the Development Schedule, including meeting all deadlines set forth in Schedule A.

5.2.2 You must comply with all federal, state, and local laws, rules, and regulations, and must timely obtain any and all permits, certificates, or licenses (“Laws”) necessary for the full and proper conduct of the business contemplated under this Agreement. To the extent that the requirements of these laws are in conflict with the terms of this Agreement or other instructions we provide, you must: (a) comply with these laws; and (b) immediately provide written notice describing the nature of such conflict to us.

5.2.3 Except as otherwise approved in writing by us, you (or a Regional Manager) must devote full time and best efforts to the management and operation of the Franchised Business. We have the right to require you to employ one or more regional managers (who must be individuals reasonably acceptable to us) to supervise the day to day operations of the Franchised Businesses (“Regional Managers”). Any such Regional Managers must be required to attend and successfully complete (to our reasonable satisfaction) such training course as we may reasonably require.

5.2.4 You must notify us in writing within five (5) days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of you and/or any Franchised Businesses established pursuant to this Agreement.

6 RESTRICTIVE COVENANTS

6.1 Confidential Information. You acknowledge that certain information relating to the development and operation of the Franchised Businesses including, without limitation, the standards,methods, procedures and specifications of the System, including the contents of the Manuals, is derived from information disclosed to you by us and that all such information is of a proprietary and confidential nature and our trade secret ("Confidential Information"). You and each of your Owners, officers, directors, members, partners, managers, employees and agents, must maintain the absolute confidentiality of all such Confidential Information both during the Term of this Agreement and after the termination or expiration of this Agreement and can use such Confidential Information only to the extent necessary to allow you to operate the Franchised Businesses, and may not disclose any such Confidential Information for any reason whatsoever, except as provided herein. You may disclose the Confidential Information to your Owners, officers, directors, members, partners, managers, employees, and agents only to the extent necessary for the development of the Franchised Business in accordance with this Agreement. You must sign and shall cause those persons receiving the Confidential Information to sign, a Confidentiality Agreement that we prescribe. You cannot use any such Confidential Information, directly or indirectly, in any other business or in any other manner or obtain any benefit therefrom not specifically approved in writing by us during the Term of this Agreement or afterwards.

6.2 Use of Confidential Information. You will not acquire any interest in the Confidential Information other than the right to use the Confidential Information in connection with the development of the Franchised Businesses during the Term of this Agreement and acknowledge that your use or duplication of the Confidential Information in any other business or capacity will constitute an unfair method of competition with us, our Affiliates and our other area developers, multi-unit developers and franchises.

You acknowledge that we are disclosing the Confidential Information to you solely on the condition that you agree, and you hereby agree, that any Confidential Information received from us (a) shall only be used by you for purposes of performing your obligations under this Agreement, (b) will not be used by you in any other business, manner or capacity, (c) will have its absolute confidentiality maintained by you both during and after the Term of this Agreement and any renewal term, (d) will not be copied by you without our written authorization, and (e) will not be disclosed by you to any third party without our prior written consent. You must use reasonable care to prevent the disclosure of the Confidential Information to any third party, and further shall limit the dissemination of the Confidential Information within your own organization to those individuals whose duties justify the need to know the Confidential Information, and then only provided that there is a clear understanding by such individuals of their obligation to maintain the confidential status of the Confidential Information and to restrict its use solely to the purposes specified herein. You must cause each person receiving the Confidential Information to sign a copy of a confidentiality agreement if requested by us. You acknowledge that no other right or license to use the Confidential Information is granted by this Agreement and agrees that the amount of the Confidential Information to be disclosed to you is completely within our discretion.

6.3 Covenants Not to Compete. The following definitions apply to this Section 6:

6.3.1 Competing Activity. "Competing Activity" means: (i) owning, developing, opening, managing, supervising, controlling, operating or providing training to any Competing Business; or (ii) authorizing, assisting, inducing or leasing or licensing any property of any kind to another to own, develop, open, manage, supervise, control, operate or provide training to a Competing Business.

6.3.2 Competing Business. "Competing Business" means a full-service restaurant or bar concept, other than a business Franchisee operates pursuant to an agreement with us, HOA Franchising, LLC or HOA Systems, LLC, that (i) features Female Sex Appeal (as defined below); or (ii) has an all-female staff of servers; or (iii) is a sports bar or sports and grill format establishment or is a beach bar themed establishment; or (iv) offers the same or substantially similar food and beverage products as offered by a Hooters Restaurant. Without limiting the generality of the foregoing, all of the following businesses must conclusively be deemed to be Competing Businesses: (a) Tilted Kilt®, Winghouse®, Twin Peaks®, Bikinis® and any other restaurant or bar concept that features female sex appeal; and (b) Wing Stop®, Buffalo Wild Wings®, Buffalo's®, T. MAC®; Boston Pizza Restaurant & Sports Bar, Beef "O" Brady's; East Coast Wings; Bar Louie; Old Chicago Pizza & Taproom; Buffalo Wings & Rings; Brass Tap; Native Grill & Wings; Beers of The World; Miller's Ale House; Duffy's Sports Grill; Dave & Buster's and any other restaurant concept that focuses on the sale of the same or similar food and beverage items as offered by a Hooters Restaurant. "Female Sex Appeal" refer to servers, hostesses, bar tenders, entertainers, décor and any other images of women wearing: (i) tight clothing; (ii) short shorts, skirts, skorts, or dresses; (iii) low-cut, backless or sleeveless tops; (iv) lace, mesh or see-through clothing; (v) clothing that reveals the midriff; or (vi) athletic wear.

6.3.3 In-Term Covenant Not to Compete. You covenant, warrant, represent, and agree that you, your Owners, and your affiliates (including Controlled Affiliates) will not, during the Term of this Agreement, individually or jointly with others, directly or indirectly, by, through, on behalf of, or in conjunction with, any other person or entity: (i) engage in a Competing Activity; (ii) act as a director, officer, shareholder, partner, member, employee, independent contractor, consultant, principal, agent, or proprietor, or participate or assist in the establishment or operation of, directly or indirectly, any business engaged in a Competing Activity, except that you may purchase or hold less than five percent (5%) of the shares of any publicly-traded business engaged in a Competing Activity; or (iii) divert or attempt to divert any business from the Franchised Businesses or the System.

6.3.4 Post-Term Covenant Not to Compete. You covenant, warrant, represent, and agree that you, your Owners, and your affiliates (including Controlled Affiliates) will not, beginning at the expiration or termination of this Agreement (collectively, a "Triggering Event") and continuing for two (2) years thereafter or two (2) year after a court of competent jurisdiction enters an order enforcing this Section 6, whichever occurs last, individually or jointly with others, directly or indirectly, by, through, on behalf of, or in conjunction with, any other person or entity: (i) engage in a Competing Activity within (a) your Development Area, (b) any of your Development Areas or former Development Areas under any other agreement with us or our affiliates; or (c) within a 10-mile radius of any other Hooters Restaurant in existence or under construction as of the date of the Triggering Event

(collectively, the "Restricted Area"); provided however that you may purchase or hold less than five percent (5%) of the shares of any publicly-traded Competing Business; or (ii) divert or attempt to divert any business from your Franchised Businesses or the System within the Restricted Area.

6.3.5 If you have any business(es) in operation prior to signing this Agreement, you must obtain our approval to continue the operation of such business(es) during this Agreement without such business(es) being a violation of this Section 6. Any business(es) approved by us for such treatment (an "Excluded Existing Business") are identified in Schedule A. You acknowledge and agree that only those businesses, if any, identified in Schedule A as Excluded Existing Businesses shall be excluded from the coverage of this Section 6.

6.4 Disclosure of Ownership Interests. You and each of your Owners represent, warrant and agree that Schedule C is a current, complete and accurate list of your Owners' ownership interest in you as of the Effective Date. Each of your Owner(s) must enter into a continuing guaranty agreement in the form attached hereto as Schedule D (the "Guaranty"). We may amend or modify the form of such Guaranty from time to time as to Owners signing the Guaranty after the Effective Date. We may require your spouse, or the spouse of any Owner, to also sign the Guaranty.

6.5 Personal Covenants. You will require and obtain execution of an individual non-disclosure and non-competition agreement, the form of which we will approve, from your Owners and managers (including the Regional Manager). Your failure to obtain execution of a covenant required by this Section 6.5 shall constitute a default under this Agreement.

6.6 Reduction in Scope. You understand and acknowledge that we have the right to reduce the scope of any covenant set forth in Section 6 in this Agreement, or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof; and Developer agrees that it must comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 13 below.

6.7 Claims Not a Defense. You expressly agree that the existence of any claims you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants in this Section 6. You agree to pay all costs and expenses (including reasonable attorneys' fees) we incur in connection with the enforcement of this Section 6.

6.8 Covenant as to Anti-Terrorism Laws. You agree to comply with, and/or to assist us to the fullest extent possible in our efforts to comply with, the USA PATRIOT Act, and all other present and future Laws addressing or in any way relating to terrorist acts and acts of war.

6.9 Defaults. You acknowledge that your violation of the terms of this Section 6 would result in irreparable injury to us for which no adequate remedy at law may be available, and you accordingly consent to the issuance of an injunction prohibiting any conduct by you in violation of the terms of this Section 6.

7 DEFAULT AND TERMINATION

7.1 Automatic. You will be deemed to be in default under this Agreement, and this Agreement will automatically terminate without notice to you, if you become insolvent or makes a

general assignment for the benefit of creditors; or if you file a petition in bankruptcy or such a petition is filed against and not opposed by you; or if you are adjudicated bankrupt or insolvent; or if a bill in equity or other proceeding for the appointment of a receiver for you or other custodian for your business or assets is filed and consented to by you; or if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless an appeal or a supersedeas bond is filed); or if you are dissolved; or if execution is levied against your business or property; or if suit to foreclose any lien or mortgage against the Site of at least one of the Franchised Businesses or equipment is instituted against you and not dismissed within thirty (30) days; or if the real or personal property of at least one of the Franchised Businesses must be sold after levy thereupon by any sheriff, marshal, or constable.

7.2 With Notice. You will be deemed to be in default and we may, at our option, terminate this Agreement and all rights granted hereunder without affording you any opportunity to cure the default, effective immediately upon the delivery of written notice by us to you (in the manner set forth under Section 9 below), upon the occurrence of either of the following events:

7.2.1 You fail to meet any of your obligations under the Development Schedule, including any payment of Development Fees, any the Site Acquisition Deadlines, and any of the Opening Dates;

7.2.2 You, a Controlled Affiliate, or one of your Owners makes any material misstatement or omission in connection with acquiring the franchise or entering into this Agreement or in any other information, report or summary provided to us at any time;

7.2.3 You, a Controlled Affiliate, or one of your Owners is convicted of, or pleads no contest to, a felony or other crime or offense that Franchisor reasonably believes may adversely affect the System or the goodwill associated with the Marks;

7.2.4 You, a Controlled Affiliate, or one of your Owners makes any unauthorized use or disclosure of the Confidential Information;

7.2.5 You, a Controlled Affiliate, or one of your Owners is in breach of any Franchise Agreement such that such that we or our affiliates has a right to terminate any such agreement, whether or not we elect to do so; or

7.2.6 You, a Controlled Affiliate, or one of your Owners is in breach of any other agreement between you and/or a Controlled Affiliate, on the one hand, and us and/or our affiliate, on the other hand, such that we or our affiliates has a right to terminate any such agreement, whether or not we elect to do so.

7.3 With Notice and Ten Day Opportunity to Cure. Upon the occurrence of any of the following events of default, we may, at its option, terminate this Agreement by giving written notice of termination to you (in the manner set forth under Section 9 below), stating the nature of the default, at least ten (10) days prior to the effective date of termination; provided, however, that you may avoid termination by immediately initiating a remedy to cure such

default, curing it to our satisfaction, and by promptly providing proof to us thereof within the ten (10) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement will terminate without further notice to you, effective immediately upon the expiration of the ten (10) day period or such longer period as applicable law may require.

7.3.1 If you fail, refuse, or neglect promptly to pay any monies owing us or our affiliates when due;

7.3.2 If you fail to comply with all Laws.

7.4 With Notice and Thirty Day Opportunity to Cure. Except as otherwise provided in Sections 7.1, 7.2 and 7.3, above, upon any other default by you, a Controlled Affiliate, or one of your Owners of your obligations hereunder, we may terminate this Agreement by giving written notice of termination to you (in the manner set forth under Section 9 below), setting forth the nature of such default, at least thirty (30) days before the effective date of termination; provided, however, that you may avoid termination by immediately initiating a remedy to cure such default, curing it to our satisfaction, and by promptly providing proof thereof to us within the thirty (30) period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement and all rights granted hereunder (including but not limited to, the right to develop any new Franchised Businesses) will terminate without further notice to you, effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

7.5 Reduction or Elimination of Developer Rights. In lieu of termination, we shall have the right to reduce or eliminate all or only certain of your rights under this Agreement; and if we exercise this right, we will not be deemed to have waived our right to, in the case of future defaults, exercise all other rights, and invoke all other provisions, that are provided in law and/or set out under this Agreement.

7.6 Damages. In addition to other remedies that we may have, if we terminates this Agreement as a result of your default of this Agreement, you must pay to us all costs and expenses we may incur related to such default and termination, including without limitation attorneys' fees and costs that we incur related to: (i) drafting notices, demands, and other documents related to such default and termination; (ii) obtaining decrees for specific performance; (iii) obtaining injunctive or other relief; (iv) collection of amounts owed; and (v) appeal; so that we actually receive such payments by the end of ten (10) days after demand therefore.

7.7 Effect of Termination or Expiration. Upon termination or expiration of this Agreement, you will have no right to establish or operate any Franchised Business for which a Franchise Agreement has not been executed by us at the time of termination. Thereafter, we will be entitled to establish, and to license others to establish, Hooters Restaurants in the Development Area (except as may be otherwise provided under any Franchise Agreement that has been executed between the Parties).

8 TRANSFERS

8.1 By Us. We shall have the absolute right to transfer, assign, and delegate all or any part of its rights and obligations under this Agreement to any person or entity we deem

appropriate. Such transfer, assignment, or delegation shall affect a complete novation as to the right or obligation transferred, assigned, or delegated. After such transfer, assignment, or delegation, you will look solely to the transferee, assignee, or delegatee, and not to us, for the satisfaction of any obligation transferred, assigned, or delegated. We may also, without your consent, transfer, assign, or otherwise alter any or all of the ownership in us.

8.2 By You. Our prior written consent is a necessary condition precedent to the sale, assignment, delegation, transfer, conveyance, gift, pledge, mortgage, encumbrance, or hypothecation (collectively, the "Transfer") of any direct, indirect, or beneficial interest in (a) Developer; (b) this Agreement; or (b) your rights and obligations under this Agreement. As a condition to its consent to a Transfer, we may require that (a) the proposed Transfer under this Agreement is made in conjunction with a simultaneous transfer of all comparable interests held by the transferor under all the Franchise Agreements executed pursuant to this Agreement; and (b) you have satisfied any and all of the conditions and requirements for transfers set forth in the form of the Franchise Agreement that we deem applicable to a proposed transfer under this Agreement.

8.3 Consent to Transfer. Our consent to a transfer which is the subject of this Section 8 shall not constitute a waiver of any claims we may have against the transferring party arising prior to the transfer, nor will it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferor with respect to any claims prior to the transfer or transferee thereafter.

9 NOTICES

9.1 Any and all notices required or permitted under this Agreement must be in writing and must be: (i) personally delivered; (ii) mailed by certified or registered mail, return receipt requested; or (iii) delivered by overnight courier service, such as UPS, Federal Express, or DHL, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to us:

HOA Future Franchising, LLC
107 Hampton Road, Suite 200
Clearwater, Florida 33759

Notices to you:

See Schedule A.

9.2 Any notice delivered under Section 9.1 of this Agreement will be deemed to have been given on the earlier of: (i) the date and time of receipt; (ii) five (5) business days after being mailed by certified or registered mail, return receipt requested; (iii) the next business day after having been deposited with an overnight courier service for next business day delivery; or (iv) the intended recipient's failure or refusal to accept delivery.

10 RELATIONSHIP OF THE PARTIES

10.1 Independent Contractor Relationship. It is understood and agreed by the Parties hereto that this Agreement does not create a fiduciary relationship between them; that you shall be an independent contractor; and, that nothing in this Agreement is intended to constitute either Party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

10.2 Notice of Status. At all times during the term of this Agreement, you will hold yourself out to the public in connection with the Franchised Businesses and the business described in this Agreement as an independent contractor operating the business pursuant to this Agreement. You agree to take such action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place within the your offices, the content of which we reserve the right to specify.

10.3 No Contracts in Our Name. It is understood and agreed that nothing in this Agreement authorizes you to make any contract, agreement, warranty, or representation on our behalf, or to incur any debt or other obligation in our name; and that we shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall we be liable by reason of any act or omission on your part in your activities and operations hereunder, or for any claim or judgment arising therefrom against you.

10.4 Indemnification.

10.4.1 The term "Losses and Expenses" will include, without limitation, any and all obligations, debts, claims, demands, rights, actions, causes of action, loss, losses, damage, damages, expenses, costs, liability, and liabilities of any nature or kind; including, without limitation, accountants', attorneys', and expert witness fees and costs; costs of investigation and proof of facts; court costs and other expenses of litigation; and travel and living expenses, together with compensation for damages to our reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time or space, and costs of changing, substituting, or replacing such advertising material and media time or space, and any and all expenses of recalls, refunds, compensation, public notices, and other amounts arising out of or related to such matters.

10.4.2 You agree to indemnify us, our affiliates, parents, subsidiaries, and their respective directors, officers, employees, shareholders, members, managers, agents, successors and assigns (each, an "Indemnitee," and collectively "Indemnitees"), and to hold the Indemnitees harmless to the fullest extent permitted by law, from any and all Losses and Expenses (as defined below) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, formal or informal inquiry (regardless of whether it is reduced to judgment) or any settlement thereof which arises directly or indirectly from, or as a result of, a claim of a third party against any one or more of the Indemnitees in connection with (i) your failure to perform or breach of any covenant, agreement, term or provision of this Agreement; (ii) your breach of any representation or warranty contained in this Agreement; (iii) your development, ownership, operation and/or closing of any of the Franchised Businesses; (iv) any allegedly unauthorized service or act rendered or performed by you in connection with this Agreement, and regardless of whether it resulted from any strict or vicarious liability imposed by law on the Indemnitees,

and (iv) any allegedly unauthorized service or act rendered or performed by you in connection with this Agreement, and regardless of whether it resulted from any strict or vicarious liability imposed by law on the Indemnitees; and (v) any acts, errors, or omissions of you or any of your directors, officers, shareholders, partners, members, employees, agents, and attorneys.

10.4.3 This indemnification will include losses alleging the negligence of any Indemnitee, including, without limitation, negligence in the supervision and inspection of the Franchised Businesses, but excluding any case in which the Indemnitee is determined by a court of competent jurisdiction to have engaged in grossly negligent or willful misconduct.

10.4.4 You must promptly notify us of any action, suit, proceeding, claim, demand, inquiry, investigation, or default described in Section 10.4.3. If we are or may be named as a party in any action, suit, or proceeding, we may elect to undertake, but will not be obligated to undertake, the defense or settlement thereof, at your cost and expense. No such undertaking by us will, in any manner or form, diminish your obligation to indemnify the Indemnitees and to hold them harmless.

10.4.5 With respect to any action, suit, proceeding, claim, demand, inquiry, or investigation, we may, at any time and without notice, in order to protect persons or property, our reputation or goodwill, or others, order, consent, or agree to any settlement or take any remedial or corrective action that we deem expedient if, in our sole judgment, there are grounds to believe that:

(a) Any of the acts, omissions, or circumstances giving rise to the action, suit, proceeding, claim, demand, inquiry, or investigation, in fact occurred; or

(b) Any act, error, or omission of or by you may result directly in or indirectly in damage, injury, or harm to any person or any property.

10.4.6 All Losses and Expenses incurred under this Section 10 will be chargeable to and paid by you pursuant to your obligations of indemnity under this Agreement.

10.4.7 Under no circumstances will the Indemnitees be required or obligated to seek recovery from third parties or to otherwise mitigate their losses in order to maintain a claim against you. You agree that the failure to pursue such recovery or to mitigate loss will in no way reduce the amounts the Indemnitees may recover from you.

10.4.8 The Indemnitees assume no liability whatsoever for any acts, errors, or omissions of any persons with whom you may contract, regardless of the purpose. You must hold harmless and indemnify the Indemnitees and each of them for all Losses and Expenses that may arise out of any acts, errors, or omissions of persons with whom you may contract.

10.4.9 The indemnification set forth in this Section 10 will survive the termination or expiration of this Agreement.

10.5 Ownership of the Marks. You acknowledge that an affiliate has granted us the exclusive right to use and to license others to use the Marks and the System to establish Hooters

Restaurants in the jurisdiction in the Development Area. You are not granted the right under this Agreement to use the Marks. Your right to use the Marks arises solely from, and is limited to, Franchise Agreements entered into between the Parties. You may not use any Marks (or any abbreviation, modification or colorable imitation) as part of any corporate, legal or other business name (other than in connection with any legally required fictitious or assumed name filings), or with any prefix, suffix or other modifying words, any of your terms, designs or symbols, or with the name or other designation of the metropolitan area or city in which any of the Franchised Businesses are located, or in any other manner (including any Internet related use such as an electronic media identifier, for websites, web pages or domain names) not explicitly authorized in writing by us. You may not at any time during or after the Term contest, or assist any other person or entity in contesting, the validity or ownership of any of the Marks.

11 APPROVALS AND WAIVERS

11.1 Request for Approval. Whenever this Agreement requires our prior approval or consent, you must make a timely written request to us therefor, and such approval or consent must be obtained in writing.

11.2 No Warranties or Guarantees. You acknowledge and agree that we make no warranties or guarantees upon which you may rely, and assumes no liability or obligation to you, by providing any waiver, approval, consent, or suggestion to you in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

11.3 No Waivers. No delay, waiver, omission, or forbearance on our part to exercise any right, option, duty, or power arising out of any breach or default by you under any of the terms, provisions, covenants, or conditions of this Agreement, and no custom or practice by the Parties at variance with the terms of this Agreement, will constitute a waiver by us to enforce any such right, option, duty, or power as against you, or as to subsequent breach or default by you. Subsequent acceptance by us of any payments due to it hereunder or under any other agreement will not be deemed to be a waiver by us of any preceding or succeeding breach by you of any terms, provisions, covenants, or conditions of this Agreement.

12 ENTIRE AGREEMENT AND AMENDMENT

This Agreement and the schedules referred to herein constitute the entire, full, and complete Agreement between the Parties concerning the subject matter hereof, and supersede all prior agreements, no other representations having induced you to execute this Agreement. The Parties acknowledge and agree that they relied only on the words printed in this Agreement in deciding whether to enter into this Agreement. Notwithstanding the foregoing, nothing in this Agreement will act to disclaim or require you to waive reliance on any representation that we made in the most recent Franchise Disclosure Document (including its exhibits, schedules, and amendments) that we delivered to you or your representative, subject to any agreed-upon changes to the contract terms and conditions described in that disclosure document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement). No amendment, change, or variance from this Agreement must be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

13 SEVERABILITY AND CONSTRUCTION

13.1 Severability. Except as expressly provided to the contrary herein, each portion, section, part, term, and/or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, then such portion, section, part, term, and/or provision shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement.

13.2 Interpretation. The table of contents and section headings in this Agreement are inserted for convenience only and will not affect the meaning or construction of this Agreement. Except as otherwise set forth in this Agreement, the language of this Agreement will be construed simply according to its fair meaning and not strictly for or against either party. The Recitals of this Agreement are a material part of this Agreement, and will in no event be considered mere prefatory material or surplusage. "Herein," "hereof," and "hereunder" refer to this Agreement as a whole and not to any particular part. Words importing the singular number only will include the plural and vice-versa, and words importing the masculine gender will include the feminine and neuter genders and vice-versa. The word "including" means "including without limiting the scope or generality" of any description preceding such word, and the word "or" means, and is used in the inclusive sense of, "and/or." References to documents, instruments, or agreements will be deemed to refer as well to all addenda, exhibits, schedules, or amendments thereto.

13.3 No Liability to Others; No Other Beneficiaries. We will not, because of this Agreement or by virtue of any approvals, advice or services provided to you, be liable to any person or legal entity who is not a party to this Agreement. Except as specifically described in this Agreement, no other party has any rights because of this Agreement.

13.4 Headings. All captions in this Agreement are intended solely for the convenience of the parties, and no caption shall be deemed to affect the meaning or construction of any provision hereof.

13.5 Survival. All provisions of this Agreement which, by their terms or intent, are designed to survive the expiration or termination of this Agreement, shall so survive the expiration and/or termination of this Agreement.

14 APPLICABLE LAW AND DISPUTE RESOLUTION

14.1 Notice of Dispute. You must give us advance written notice of your intent to institute legal action against us, stating with specificity the basis for such proposed action, and must grant us thirty (30) days from our receipt of such notice to cure the alleged act on which such legal action is to be based.

14.2 Governing Law. This Agreement and related agreements are accepted by us in the State of Florida and shall be governed by, construed in accordance with and enforced in accordance with the laws thereof, which laws shall prevail in the event of any conflict; provided, however, (i) any provision not enforceable under Florida law shall be construed

in accordance with the laws of the State(s) where such restriction(s) is(are) to apply, and (ii) any Florida law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this section.

14.3 Consent to Personal Jurisdiction, Forum Selection, Consent to Service of Process, and Waivers. The Parties agree that it is in their best interest to resolve disputes between them in an orderly fashion and in a consistent manner. Therefore, the parties hereby agree to each of the terms provided below in this Section 14.3.

14.3.1 You consent and agree that the following courts shall have personal jurisdiction over you in all lawsuits relating to or arising out of this Agreement and related agreements and hereby waives any defense you may have of lack of personal jurisdiction in any such lawsuit filed in these courts: (A) all courts included within the state court system of the State of Florida; and (B) all the United States District Courts sitting within the State of Florida.

14.3.2 You consent and agree that venue shall be proper in any of the following courts in all lawsuits relating to or arising out of this Agreement and related agreements and hereby waives any defense you may have of improper venue in any such lawsuits filed in these courts: (A) the Superior Court of Pinellas County, Florida; and (B) the United States District Court for the Middle District of Florida. In the event any of these courts are abolished, you agree that venue shall be proper in the state or federal court in Florida which most closely approximates the subject-matter jurisdiction of the abolished court as well as any of these courts which are not so abolished. All lawsuits filed by you against us relating to or arising out of this Agreement and related agreements shall be required to be filed in one of these courts; provided, however, that if none of these courts has subject-matter jurisdiction over such a lawsuit, such lawsuit may be filed in any court in Florida having such subject-matter jurisdiction if in-personam jurisdiction and venue in such court are otherwise proper. Lawsuits filed by us against you may be filed in any of the courts named in this Section 14.3 or in any court in which jurisdiction and venue are otherwise proper.

14.3.3 In all lawsuits relating to or arising out of the Agreement and related agreements, you consent and agree that you may be served with process outside the State of Florida in the same manner as service may be made within the State of Florida by any person authorized to make service by the laws of the state, territory, possession or country in which service is made or by any duly qualified attorney in such jurisdiction, and you hereby waive any defense you may have of insufficiency of service of process relating to such service. This method of service shall not be the exclusive method of service available in such lawsuits and shall be available in addition to any other method of service allowed by law.

14.3.4 The Parties irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them against the other.

14.3.5 Any and all claims and actions arising out of or relating to this Agreement, the relationship of the Parties (or our affiliates), or your operation of the Franchised Business, brought by either Party hereto against the other shall be commenced

within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

14.3.6 The Parties hereby waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other, except for punitive or exemplary damages authorized by applicable federal law.

14.3.7 Any litigation between the Parties, and any of their respective affiliates, directors, officers, or agents shall be conducted on an individual basis, and not as part of a consolidated, common, group, or class action.

14.4 Injunctive Relief. Nothing set forth in this Agreement will bar our right to obtain injunctive relief against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

14.5 Cost and Attorneys' Fees. If we commence a legal proceeding against you to enforce any term or provision of this Agreement, and prevail in the legal proceeding (as determined by the trier-of-fact), we will be entitled to recover from you the costs and expenses that we incurred in preparing for, commencing, and prosecuting the proceeding, and until the proceeding has come to a complete end (including appeals and settlements), including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees. In addition, if you incur costs and expenses due to your failure to pay when due amounts owed to us, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, you agree, even if we do not initiate a formal legal proceeding, to reimburse us for all of the costs and expenses that we incur, including, without limitation, reasonable accounting, attorneys', and related fees.

14.6 Cumulative Rights and Remedies. Except as otherwise stated in this Agreement, no right or remedy that the Parties have under this Agreement is exclusive of any other right or remedy under this Agreement or under applicable law. Each and every such remedy will be in addition to, and not in limitation of or substitution for, every other remedy available at law or in equity or by statute or otherwise.

15 ACKNOWLEDGMENTS

15.1 No Conflicting Obligations. Each Party represents and warrants to the others that there are no other agreements, court orders, or any other legal obligations that would preclude or in any manner restrict such party from: (a) negotiating and entering into this Agreement; (b) exercising its rights under this Agreement; and/or (c) fulfilling its responsibilities under this Agreement.

15.2 Developer's Responsibility for Operation of the Franchised Businesses. Although we retain the right to establish and periodically modify System standards, which you have agreed to maintain in the operation of the Franchised Businesses contemplated hereunder, you retain the right and sole responsibility for the day-to-day management and operation of the Franchised Businesses and the implementation and maintenance of system standards at the Franchised Businesses contemplated hereunder.

15.3 Different Offerings to Others. You acknowledge and agree that we may modify the offer of development rights to other parties in any manner and at any time, which offers and agreements may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement.

15.4 General Release. You, your Owners, and your affiliates release, remise, acquit and forever discharge us, our parents, subsidiaries, and affiliates, and their respective shareholders, officers, directors, employees, and agents from any and all claims, whether known or unknown at this time, of any kind or nature, absolute or contingent, on account of any matter, cause or thing whatsoever that has happened, developed or occurred before you signed and delivered this Agreement to us. This release will survive the termination of this Agreement. Notwithstanding the foregoing, nothing in this Agreement will act to disclaim or require you to waive reliance on any representation that we made in the most recent Franchise Disclosure Document (including its exhibits and amendments) that we delivered to you or your representative, subject to any agreed-upon changes to the contract terms and conditions described in that disclosure document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement).

15.5 Receipt of Complete Agreement and FDD. Although it may not be required by law or regulations, Developer acknowledges that it received a copy of the franchise disclosure document describing the Hooters Restaurants (the "FDD"), including any state addendum (if applicable), this Agreement, the exhibit(s) hereto, and agreements relating hereto, if any, with all of the blank lines therein filled in, at such time as may be required by the applicable federal and state laws and regulations.

15.6 Developer Read this Agreement and the FDD and Consulted with Advisors. Developer acknowledges that it has read and understands this Agreement and the exhibits hereto and the FDD, and that we have accorded Developer ample time and opportunity to consult with advisors of Developer's own choosing about the potential benefits and risks of entering into this Agreement. Developer acknowledges that is has not knowledge of any representations by us, or anyone purporting to act on our behalf, that are contrary to the statements made in the FDD or contrary to the terms of this Agreement.

15.7 Developer's Responsibility for the Choice of Hooters Restaurant Site. Developer acknowledges that it must have sole and complete responsibility for the choice of sites at which the Franchised Businesses will be operated; that we have not (and shall not be deemed to have), even by our acceptance of the sites that are part of the Development Area or that will become the locations at which the Franchised Businesses will be operated) given any representation, promise, or guarantee of Developer's success at the locations; and Developer must be solely responsible for its own success with the Franchised Businesses.

15.8 Success of Developer. Developer acknowledges that the success of the business venture contemplated under this Agreement is speculative and depends, to a large extent, upon Developer's ability as an independent businessperson, his/fer active participation in the daily affairs of the business, market conditions, area competition, availability of product, quality of service provided as well as other factors. We do not make any representation or warranty express or implied as to the potential success of the business venture contemplated hereby.

15.9 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.

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement in duplicate on the day and year first above written.

HOA FUTURE FRANCHISING, LLC	**DEVELOPER: [_____]**
By:_____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

HOA FUTURE FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT

SCHEDULE A
KEY INFORMATION

1. **Effective Date**. The Effective Date is _____.

2. **Developer**. The Developer is _____, a [state] _____.

3. **Development Area**. The Franchised Businesses to be developed under this Development Agreement must be located within the following boundaries:

_____

_____

_____

A map is attached hereto as Exhibit 1.

4. **Development Schedule**. Recognizing that time is of the essence, Developer agrees to satisfy the development schedule set forth below:

Franchise Unit #	Portion of Development Fee to be applied to Initial Franchise Fee	Site Acquisition Deadline	Required Opening Date for Franchised Business
1	$50,000		
2	$25,000		
3	$25,000		
4	$25,000		
5	$25,000		

The Parties agree that any applicable terms of the Franchise Agreements shall be amended in order to conform to the Development Schedule above. Strict compliance with the Development Schedule is the essence of this Agreement.

5. Total Development Fee due:

$50,000 for first Franchised Business +

($25,000 x [____] additional Franchised Business(es)) = $_____

6. **Pre-Existing Sites**: are (if applicable):

_____

_____

7. **Excluded Existing Business**: are (if applicable):

_____

_____

EXHIBIT 1
to SCHEDULE A

Development Area Map

To be incorporated, as applicable.

HOA FUTURE FRANCHISING, LLC
DEVELOPMENT AGREEMENT

SCHEDULE B
HOOTERS FRANCHISE AGREEMENT

HOA FUTURE FRANCHISING, LLC
DEVELOPMENT AGREEMENT

SCHEDULE C

LIST OF YOUR OWNERS

The full legal name and address of each of your Owners (as that term is defined in the Development Agreement), and the percentage of equity in you each such Owner owns or holds, are as follows:

_____ Printed Name	_____ Printed Name:
Street Address: _____ _____ _____ _____	Street Address: _____ _____ _____ _____
Pct. Of Equity Owned or Held: _____%	Pct. Of Equity Owned or Held: _____%
_____ Printed Name	_____ Printed Name
Street Address: _____ _____ _____ _____	Street Address: _____ _____ _____ _____
Pct. Of Equity Owned or Held: _____%	Pct. Of Equity Owned or Held: _____%

[List Continues on Following Page; Signatures Contained on Following Page]

Printed Name	Printed Name
Street Address:	Street Address:
Pct. Of Equity Owned or Held: _____%	Pct. Of Equity Owned or Held: _____%

Developer hereby certifies that the information set forth on this List is true and correct.

DEVELOPER:

<<DEVELOPER NAME>>

By: _____
<<Printed Name>>
Title: Title: <<Title>>

HOA FUTURE FRANCHISING, LLC
DEVELOPMENT AGREEMENT

SCHEDULE D

OWNERS GUARANTY

PRINCIPAL OWNER GUARANTY

This Principal Owner Guaranty (this "Guaranty") must be signed by the principal owners (referred to as "you" for purposes of this Guaranty only) of _____ (the "Business Entity") under the Development Agreement effective as of _____ (the "Agreement") between the Business Entity and HOA Future Franchising, LLC ("us," "our" or "we").

1. **Scope of Guaranty**. In consideration of and as an inducement to our signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: (a) guarantee to us and our successors and assigns that your Business Entity will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agree to be individually bound by each and every provision in the Agreement, including but not limited to the restrictive covenants regarding confidentiality and non-competition in Section 6 of the Agreement; and (c) agree to be personally liable for the breach of, each and every provision in the Agreement.

2. **Waivers**. Each of you waive: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

3. **Consents and Agreements**. Each of you consent and agree that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

4. **Enforcement Costs**. If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. **Effectiveness**. Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by Florida law and we may enforce our rights regarding it in the courts of Florida. Each of you irrevocably submits to the jurisdiction and venue of such courts.

Each of you now sign and deliver this Guaranty effective as of the date of the Agreement regardless of the actual date of signature.

PERCENTAGE OF OWNERSHIP INTEREST IN BUSINESS ENTITY	GUARANTORS
_____	_____ Name: _____
_____	_____ Name: _____
_____	_____ Name: _____
_____	_____ Name: _____

HOA FUTURE FRANCHISING, LLC
DEVELOPMENT AGREEMENT

SCHEDULE E
STATE LAW ADDENDA (if required)

CALIFORNIA ADDENDUM TO DEVELOPMENT AGREEMENT

This Addendum to the Hooters Development Agreement dated _____ ("Development Agreement") between HOA Future Franchising, LLC ("we," "us," or "our") and _____ ("you," or "your") is entered into simultaneously with the execution of the Development Agreement.

In recognition of the requirements of the California Franchise Investment Law §§ 31000 through 31516, and the California Franchise Relations Act, California Business and Professions Code §§ 20000 through 20043, the Development Agreement, for franchises offered and sold in the State of California or to California residents, is amended to include the following:

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

2. The following sentence is added to the end of Section 8.2 (Transfers):

> California Corporations Code § 31512 voids a waiver of your rights under the Franchise Investment Law (*see* California Corporations Code §§ 31000 through 31516). California Business and Professions Code § 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§ 2000 through 20043).

3. The following sentence is added to the end of Section 6.3.4 (Post-Term Covenant Not to Compete):

> The Development Agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under California law.

4. The following sentence is added to the end of Section 14.3 (Consent to Personal Jurisdiction, Forum Selection, Consent to Service of Process, and Waivers):

> The Development Agreement requires that any litigation be conducted in the state of our principal place of business. This provision may not be enforceable under California law.

5. The following sentence is added to the end of Section 14.2 (Governing Law):

> The Development Agreement contains provisions requiring application of the laws of Florida. These provisions may not be enforceable under California law.

6. If any of the provisions of the Development Agreement concerning termination are inconsistent with either the California Franchise Relations Act or the Federal Bankruptcy Code (concerning termination of the Agreement on certain bankruptcy-related events), then the Federal Bankruptcy Code applies.

7. No statement, questionnaire, or acknowledgment signed or agreed to by a Developer 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.

8. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

9. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect. for any reason.

HOA FUTURE FRANCHISING, LLC	**DEVELOPER**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

HAWAII ADDENDUM TO DEVELOPMENT AGREEMENT

This Addendum to the Hooters Development Agreement dated _____ ("Franchise Agreement") between HOA Future Franchising, LLC ("we," "us," or "our") and _____ ("you," or "your") is entered into simultaneously with the execution of the Development Agreement.

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the Development Agreement, for franchises offered and sold in the State of Hawaii or to Hawaii residents, is amended to include the following:

1. 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.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

3. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect. for any reason.

HOA FUTURE FRANCHISING, LLC	**DEVELOPER**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

ILLINOIS ADDENDUM TO DEVELOPMENT AGREEMENT

This Addendum to the Hooters Development Agreement dated _____ ("Development Agreement") between HOA Future Franchising, LLC ("we," "us," or "our") and _____ ("you," or "your") is entered into simultaneously with the execution of the Development Agreement.

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Ill. Comp. Stat. §§ 705/1 through 705/44, the Development Agreement, for franchises offered and sold in the State of Illinois or to Illinois residents, is amended to include the following:

1. The following sentence is added to the end of Section 8.2 (Transfers):

> 815 ILCS § 705/41 (Illinois Franchise Disclosure Act) states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void."

2. The provisions of the Development Agreement, and all other agreements concerning governing law, jurisdiction, and choice-of-law, will not constitute a waiver of any right conferred on you by the Illinois Franchise Disclosure Act. Illinois law will govern the Development Agreement with respect to Developers under the jurisdiction of the Illinois Franchise Disclosure Act. Consistent with the foregoing, any provision in the Development Agreement that designates jurisdiction and venue in a forum outside of Illinois is void with respect to any cause of action that is otherwise enforceable in Illinois.

3. Sections 15.5 and 15.6 (Receipt of Complete Agreement and FDD and Developer Read this Agreement and the FDD and Consulted with Advisors) are deleted from all Illinois Development Agreements.

4. No statement, questionnaire, or acknowledgment signed or agreed to by a Developer 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. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

6. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect. for any reason.

HOA FUTURE FRANCHISING, LLC	**DEVELOPER**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

MARYLAND ADDENDUM TO DEVELOPMENT AGREEMENT

This Addendum to the Hooters Development Agreement dated _____ ("Development Agreement") between HOA Future Franchising, LLC ("we," "us," or "our") and _____ ("you," or "your") is entered into simultaneously with the execution of the Development Agreement.

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§ 14-201 through 14-233, the Development Agreement, for franchises offered and sold in the State of Maryland or to Maryland residents, is amended to include the following:

1. The following sentence is added to the end of Section 8.2 (Transfers):

> The general release required as a condition of renewal or transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The following sentence is added to the end of Section 14.3 (Consent to Personal Jurisdiction, Forum Selection, Consent to Service of Process, and Waivers):

> A Developer may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. The following sentence is added to the end of Section 14.3.5 (Consent to Personal Jurisdiction, Forum Selection, Consent to Service of Process, and Waivers):

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

4. Section 15.5 (Receipt of Complete Agreement and FDD) is deleted in its entirety.

5. Section 15.6 (Developer Read this Agreement and the FDD and Consulted with Advisors) is deleted in its entirety.

6. All representations requiring prospective Developers 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.

7. No statement, questionnaire, or acknowledgment signed or agreed to by a Developer 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.

8. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

9. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect. for any reason.

HOA FUTURE FRANCHISING, LLC	**DEVELOPER**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

MINNESOTA ADDENDUM TO DEVELOPMENT AGREEMENT

This Addendum to the Hooters Development Agreement dated _____ ("Development Agreement") between HOA Future Franchising, LLC ("we," "us," or "our") and _____ ("you," or "your") is entered into simultaneously with the execution of the Development Agreement.

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Development Agreement, for franchises offered and sold in the State of Minnesota or to Minnesota residents, is amended to include the following:

1. The following sentence is added to the end of Section 8 (Transfers):

   Under Minn. Rule 2860.4400D, any general release of claims a transferor may have against us or our directors, officers, shareholders, and employees, including without limitation claims arising under federal, state, and local laws, rules, and ordinances, excludes claims the transferor may have under the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

   Minnesota law provides you with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires, except in certain specified cases, that consent to the transfer of the Franchise not be unreasonably withheld.

2. The following sentence is added to the end of Section 7 (Default and Termination):

   With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. § 80C.14, Subds. 3, 4, and 5, that require, except in certain specified cases, that a Developer be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Development Agreement, and that we not unreasonably withhold consent to the transfer of the franchise.

3. The following sentence is added to the end of Section 14.3 (Consent to Personal Jurisdiction, Forum Selection, Consent to Service of Process, and Waivers):

   Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring that litigation be conducted outside Minnesota. In addition, nothing in the Development Agreement abrogates or reduces any of your rights provided for in Minnesota statutes Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

4. Section 14.3.5 (Consent to Personal Jurisdiction, Forum Selection, Consent to Service of Process, and Waivers) of the Development Agreement is amended by adding the following language:

   Notwithstanding the foregoing, any and all claims arising under the Minnesota Franchises Law may be brought within 3 years from the date on which the cause of action accrues.

5. NSF checks and related interest and attorneys' fees are governed by Minnesota Statute

Section 604.113, which puts a cap of $30 on initial service charges and requires notice and opportunity to cure prior to assessing interest and attorney's fees.

6. Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

7. No statement, questionnaire, or acknowledgment signed or agreed to by a Developer 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.

8. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

9. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect. for any reason.

HOA FUTURE FRANCHISING, LLC	**DEVELOPER**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

NEW YORK ADDENDUM TO DEVELOPMENT AGREEMENT

This Addendum to the Hooters Development Agreement dated _____ ("Development Agreement") between HOA Future Franchising, LLC ("we," "us," or "our") and _____ ("you," or "your") is entered into simultaneously with the execution of the Development Agreement.

In recognition of the requirements of the General Business Law of the State of New York, Article 33, Sections 680 through 695, the Development Agreement, for franchises offered and sold in the State of New York or to New York residents, is amended to include the following:

1. The following sentence is added to the end of Section 8.2 (Transfers):

> 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.

2. Section 7 (Default and Termination) is amended to add the following sentence at the end of the Section:

> Notwithstanding the foregoing, you may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

3. Sections 14.2 (Governing Law) and 14.3 (Consent to Personal Jurisdiction, Forum Selection, Consent to Service of Process, and Waivers) are amended to add the following sentence at the end of the Section:

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

4. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a Developer 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. No statement, questionnaire, or acknowledgment signed or agreed to by a Developer 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. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

7. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect. for any reason.

HOA FUTURE FRANCHISING, LLC	**DEVELOPER**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

RHODE ISLAND ADDENDUM TO DEVELOPMENT AGREEMENT

RHODE ISLAND ADDENDUM TO DEVELOPMENT AGREEMENT

This Addendum to the Hooters Development Agreement dated _____ (**"Franchise Agreement"**) between HOA Future Franchising, LLC (**"we," "us,"** or **"our"**) and _____ (**"you,"** or **"your"**) is entered into simultaneously with the execution of the Development Agreement.

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19- 28.1-1 through 19-28.1-34, the Development Agreement, for franchises offered and sold in the State of Rhode Island or to Rhode Island residents, is amended to include the following:

1. The following sentence is added to the end of Sections 14.3 (Consent to Personal Jurisdiction, Forum Selection, Consent to Service of Process, and Waivers) and 14.2 (Governing Law):

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

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.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

4. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect. for any reason.

HOA FUTURE FRANCHISING, LLC	**DEVELOPER**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

VIRGINIA ADDENDUM TO DEVELOPMENT AGREEMENT

This Addendum to the Hooters Development Agreement dated _____ ("Development Agreement") between HOA Future Franchising, LLC ("we," "us," or "our") and _____ ("you," or "your") is entered into simultaneously with the execution of the Development Agreement.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Development Agreement for franchises offered and sold in the Commonwealth of Virginia is amended to include the following:

2. The following sentence is added to the end of Section 7 (Default and Termination):

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

3. No statement, questionnaire, or acknowledgment signed or agreed to by a Developer 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.

4. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

5. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect. for any reason.

HOA FUTURE FRANCHISING, LLC	**DEVELOPER**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

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

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

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

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

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

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

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

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

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

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.

HOA FUTURE FRANCHISING, LLC	**DEVELOPER**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

EXHIBIT C

OTHER AGREEMENTS

EXHIBIT C-1

GENERAL RELEASE

HOA FUTURE FRANCHISING, LLC
FORM OF RELEASE
Preliminary Note

This Exhibit C-1 contains parts of sample agreements. These parts include two types of provisions: (i) the Caption, Recitals, and Consideration Clause; and (ii) the Release.

The Caption, Recitals, and Consideration Clause are included in this Exhibit C-1 to provide definitions and to show context. The Release (Sections 1 through 2) contains the release, together with the related provisions, described in Sections 2 and 13 of the Franchise Agreement.

Except for Sections 1 and 2, the actual agreements Franchisee would sign in connection with Sections 2 and 13 would contain additional provisions, and substantially different provisions, than the provisions set forth in this Exhibit C-1. Sections 1 and 2 would be modified as reasonably necessary and included in the applicable agreement.

[Name of Agreement]

THIS [NAME OF AGREEMENT] (the "Agreement") is made and entered into the ____ day of _____(the "Effective Date"), by and among HOA Future Franchising, LLC, a Delaware limited liability company ("HOA"); and _____, a _____with its principal business address at _____(the "Franchisee").

Recitals

A. HOA, as franchisor, and Franchisee, as franchisee, are parties to that certain Hooters® franchise agreement dated _____ (such franchise agreement, together with all schedules, exhibits, addenda, attachments, and amendments to it, being referred to collectively in this Agreement as the "Franchise Agreement"), related to the HOA franchise of Franchisee as described in such Franchise Agreement (the "Franchise").

[For Use Where Franchisee is Renewing the Franchise]

B. The Initial Term of the Franchise will expire at the end of Franchisee desires to renew the Franchise.

_____, and

C. Franchisee and Owners are required to execute this Agreement in order to fulfill those certain pre-existing legal obligations of Franchisee and Owners set forth in Section 2 of the Franchise Agreement.

D. HOA is agreeable to such renewal, subject to, conditioned on, and in reliance on, compliance by Franchisee and Owners with Section 2 of the Franchise Agreement.

E. Owners own and hold substantially all of the equity in Franchisee, derive substantial revenue from Franchisee's Restaurant, and anticipate substantial benefit from the renewal of the Franchise (entering into a Successor Franchise Agreement), and hence from this Agreement, without which Agreement HOA would not agree to renew the Franchise.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and commitments set forth in this Agreement, and in further consideration of the Franchise Agreement, the Successor Franchise Agreement, and the mutual promises and commitments set forth therein, and in further consideration of the sum of Ten Dollars ($10.00) in-hand paid to Franchisee and each Owner, and for other good and valuable consideration, the receipt and sufficiency of all of which the parties hereby acknowledge, the parties to this Agreement hereby agree as follows:

[For Use Where Franchisee or Owner is Transferring an Interest]

A. [Franchisee] [Owner] desires to Transfer an Interest to Transferee.

B. Execution of this Agreement by Franchisee, Owners, Transferor, and Transferee is required in order to fulfill those certain pre-existing legal obligations of Franchisee, Principal Owners, Transferor, and Transferee set forth in Section 13 of the Franchise Agreement.

C. HOA is agreeable to such Transfer, subject to, conditioned on, and in reliance on, compliance by Franchisee, Owners, Transferor, and Transferee with Section 13 of the Franchise Agreement.

D. Owners own and hold substantially all of the equity in Franchisee, derive substantial revenue from Franchisee's Restaurant, and anticipate substantial benefit from the Transfer, and hence from this Agreement, without which Agreement HOA would not consent to such Transfer.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and commitments set forth in this Agreement, and in further consideration of the Franchise Agreement and the Transfer, and in further consideration of the sum of Ten Dollars ($10.00) in-hand paid to Franchisee, each Owner, Transferor, and Transferee, and for other good and valuable consideration, the receipt and sufficiency of all of which the parties hereby acknowledge, the parties to this Agreement hereby agree as follows:

[Release: For Use In All Situations]

1. RELEASE.

A. Franchisee, for itself and its affiliates and related entities, and for its and such affiliates and related entities' directors, officers, shareholders, owners, partners, members, employees, representatives, agents, and attorneys, together with Owners, [Transferor, and Transferee,] and further together with and for the predecessors, successors, heirs, and assigns of any and all of the foregoing (collectively, the "Releasing Parties"), hereby release, remise, acquit, and forever discharge HOA and its directors, officers, shareholders, owners, partners, members, employees, representatives, agents, and attorneys, and HOA's affiliates, parents, subsidiaries and related entities, and each and all of their directors, officers, shareholders, owners, partners, members, employees, representatives, agents, and attorneys, and the predecessors, successors, heirs, and assigns of any and all of them (collectively, the "Parties Released"), from and against and promise never to sue any Parties Released in connection with or for any and all obligations, debts, claims, demands, rights, actions, causes of action, loss, losses, damage, damages, expenses, costs, liability, and liabilities of any nature or kind, contingent or fixed, known or unknown, vested or contingent, suspected or unsuspected, at

law or in equity or otherwise, as to law or facts or both, which the Releasing Parties now own or hold or have at any time heretofore owned or held, or may at any time own or hold against the Parties Released arising prior to and including the Effective Date of this Agreement (individually and collectively, "Released Claims"). Released Parties shall have the right to seek injunctive relieve to dismiss or the prevent filing or assertion of any suit or counterclaim of any kind or nature arising out of any Released Claims filed by, or threatened by any Releasing Party.

B. [Franchisee and Owners] [Franchisee, Owners, Transferor, and Transferee], for themselves and the other Releasing Parties, hereby covenant, warrant, represent, and agree that neither they nor any of them have assigned or transferred any of the obligations, debts, claims, demands, rights, actions, causes of action, loss, losses, damage, damages, expenses, costs, liability, or liabilities described in Section 1 of this Agreement to any third party. If there is any obligation, debt, claim, demand, right, action, cause of action, loss, damage, expense, cost, or liability based on or arising out of or in connection with any such transfer or assignment or purported assignment, the party which made or purported to make such transfer or assignment agrees to indemnify and hold HOA harmless against such obligation, debt, claim, demand, right, action, cause of action, loss, damage, expense, cost, or liability, including reasonable attorneys' fees and costs incurred in connection therewith.

C. [Franchisee and Owners] [Franchisee, Owners, Transferor, and Transferee] hereby acknowledge and agree that: (i) [Franchisee, Owners] [Franchisee, Owners, Transferor, Transferee], and the other Releasing Parties may discover facts different from or in addition to those they now know or believe to be true with respect to, or that there may be a mistake of fact with respect to, the obligations, debts, claims, demands, rights, actions, causes of action, loss, losses, damage, damages, expenses, costs, liability, and liabilities of any nature whatsoever, and the other matters, that are the subject of the Release set forth in Section 1 of this Agreement; (ii) [Franchisee, Owners] [Franchisee, Owners, Transferor, Transferee], and such other Releasing Parties hereby expressly assume the risk of the existence of additional facts, different facts, or mistake of fact; and (iii) this Agreement shall be and remain in full force and effect regardless of such additional facts, different facts, or mistake of fact.

D. Waiver Under Section 1542. Franchisee waives all rights he or she may have under section 1542 of the California Civil Code. Section 1542 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.*

Being fully informed of this provision of the Civil Code, Franchisee waives any rights under that section, and acknowledges that this Agreement extends to all Claims Franchisee has or might have against Franchisor, whether known or unknown.

E. The release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder, except as otherwise permitted under RCW 19.100.220.

2. GENERAL TERMS.

A. [Franchisee and Owners] [Franchisee, Owners, Transferor, and Transferee], for

themselves and the other Releasing Parties, hereby acknowledge and agree that: (i) [Franchisee and Owners] [Franchisee, Owners, Transferor, and Transferee] have freely and voluntarily entered into this Agreement, including without limitation the Release, set forth in Section 1 of this Agreement; (ii) [Franchisee and Owners] [Franchisee, Owners, Transferor, and Transferee] have had a full and fair opportunity to consult with their legal counsel with respect to this Agreement, including without limitation such Release, and that they have in fact done so or have knowingly, intelligently, and voluntarily elected not to do so; and (iii) they have read and fully understand this Agreement.

B. [Franchisee and Owners] [Franchisee, Owners, Transferor, and Transferee] covenant, warrant, represent, and agree that they have the authority to bind themselves and the other Releasing Parties to this Agreement. [Franchisee and Owners] [Franchisee, Owners, Transferor, and Transferee] acknowledge and agree that HOA is reasonably relying on [Franchisee's and Owners'] [Franchisee's, Owners' Transferor's, and Transferee's covenants, warranties, representations, and agreements set forth in this Section 2(B) to HOA detriment.

C. The Parties Released are first-party direct beneficiaries or intended third- party beneficiaries of this Agreement, are entitled to enforce such sections, and are entitled to all the benefits of this Agreement.

D. [Franchisee and Owners] [Franchisee, Owners, Transferor, and Transferee] hereby acknowledge and agree that any breach of Section 1 of this Agreement by the Releasing Parties, or any of them, will be a default of Section 14 of the [Renewal] Franchise Agreement that will permit HOA to terminate the [Renewal] Franchise Agreement, after notice to Franchisee specifying the default, and after the expiration of the cure period set forth in Section 14 and Franchisee's failure to cure such default by the end of such cure period.

E. All matters arising out of or related to the this Agreement, including without limitation all matters arising out of or related to the making, existence, construction, enforcement, and sufficiency of performance of this Agreement, shall be determined exclusively in accordance with, and governed exclusively by, the laws of the state where HOA's principal business office is located (applicable to agreements made and to be entirely performed within the state where HOA's principal business office is located), which laws shall prevail in the event of any conflict of laws.

F. In the event of any dispute arising out of or related to this Agreement, including without limitation any dispute arising out of or related to the making of this Agreement, such dispute shall be resolved exclusively through litigation. The exclusive forum and venue for such litigation shall be a state or federal court in or for the county where HOA's principal business office is located having jurisdiction over the subject matter. [Franchisee and Owners] [Franchisee, Owners, Transferor, and Transferee], for themselves and the other Releasing Parties, hereby irrevocably accept and submit to, generally and unconditionally, the exclusive jurisdiction of any state or federal court in or for the county where HOA's principal business office is located having jurisdiction over the subject matter and hereby waive, to the extent permitted by applicable law, defenses based on jurisdiction, venue, or forum non conveniens.

G. In the event of any dispute or litigation arising out of or related to this Agreement, including without limitation any dispute or litigation arising out of or related to the making of this Agreement, Franchisee shall pay to HOA, on demand, HOA's costs, including without limitation HOA's reasonable attorneys' fees and costs, and further including without limitation HOA's

reasonable attorneys' fees and costs of appeal, and further including without limitation HOA's reasonable attorneys' fees and costs of collection, so that HOA actually receives such amounts by the end of ten (10) days after demand therefor. In the event of any default under this Agreement, Franchisee shall pay to HOA, on demand, HOA's costs arising out of or related to such default, including without limitation HOA's reasonable attorneys' fees and costs, and further including without limitation HOA's reasonable attorneys' fees and costs of collection, so that HOA actually receives such amounts by the end of ten (10) days after demand therefor.

H. This Agreement may be amended only by a written agreement signed by the parties.

I. This Agreement is a complete integration that sets forth the entire agreement between the parties, fully superseding any and all prior negotiations, agreements, representations, or understandings between [Franchisee and Owners] [Franchisee, Transferor, and Transferee] on the one hand, and HOA on the other hand, whether oral or written, arising out of or related to the matters set forth in this Agreement. [Franchisee, Owners] [Franchisee, Transferor, Transferee], and HOA hereby expressly affirm that there are no oral or written agreements, side-deals, arrangements, or understandings between [Franchisee and Owners] [Franchisee, Owners, Transferor, and Transferee] on the one hand, and HOA on the other hand, arising out of or related to the matters set forth in this Agreement, except as expressly set forth in this Agreement. No course of dealing, whether occurring before or after the Effective Date of this Agreement, shall operate to amend, terminate, or waive any express written provision of this Agreement.

J. In the event of any conflict between any provision of this Agreement and a provision of the [Renewal] Franchise Agreement, the provision set forth in this Agreement shall control. Except as amended by this Agreement, all provisions of the [Renewal] Franchise Agreement shall remain in full force and effect according to their terms, and the parties shall continue to be bound by the [Renewal] Franchise Agreement as modified by this Agreement.

K. Except as otherwise set forth in this Section 2(K), if any provision of this Agreement is declared invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make it valid and enforceable; or if it cannot be so modified, then severed, and the remaining provisions of this Agreement shall remain in full force and effect, and the parties agree that they would have signed this Agreement as so modified. Notwithstanding the foregoing, if any provision of this Agreement shall be declared invalid or unenforceable such that the Release set forth in Section 1 of this Agreement partially, substantially, or completely fails of its essential purpose, the [renewal of the Franchise-Entering into a Successor Franchise Agreement] [transfer of the Interest] shall be voidable by HOA. If HOA avoids the [renewal of the Franchise-Entering into a Successor Franchise Agreement] [transfer of the Interest], such avoidance may be as of the Effective Date or as of any time thereafter, at HOA's discretion.

L. All obligations of this Agreement that expressly or by their nature require performance after the termination or expiration of the [Successor Franchise Agreement, or that by their nature would reasonably be expected to continue in effect after termination or expiration of the [Successor] Franchise Agreement, shall continue in full force and effect after and notwithstanding the termination or expiration of the [Renewal-Entering into a Successor Franchise Agreement] Franchise Agreement, until they are satisfied in full or by their nature expire.

M. This Agreement may be executed in multiple counterparts, each of which shall be

deemed an original, and all of which taken together shall constitute one and the same agreement, and shall become effective upon execution by all of the parties, but its Effective Date shall be the date first written above.

IN WITNESS WHEREOF, the parties to this Agreement, intending to be legally bound by this Agreement, have duly executed and delivered this Agreement as of the Effective Date.

[*Note to Draft: Signature Blocks below to be revised to include the appropriate party(ies) to the Release Agreement*]

HOA:	**FRANCHISEE**:
HOA FUTURE FRANCHISING, LLC	[_____]
By: _____ Name: _____ Title: _____	By: _____ Name: _____ Title: _____

EXHIBIT C-2

CPO MEMBERSHIP AGREEMENT

HBM CPO, LLC COLLABORATIVE PURCHASING ORGANIZATION

BUSINESS CODE OF CONDUCT

The core mission (the "Mission") of HBM CPO, LLC's Collaborative Purchasing Organization ("CPO") is to: (a) assure that HOA (as defined below) and the franchisee members of the CPO (collectively, the "Members"), in a manner that is fair and equitable to all Members , receive the benefit of continuously available goods, services and distribution services in adequate quantities at the lowest possible sustainable delivered prices taking into consideration price, quality, service and the best interest of the Hooters concept and Hoots concept (each a "Concept"); and (b) coordinate with HOA in its ongoing development and innovation of goods, services and distribution services in support and promotion of each Concept. HOA Future Franchising, LLC ("HOA" or "Franchisor," which reference also includes HOA Systems, LLC, HOA Future Franchising, LLC, HOA Franchising, LLC and Hoots Franchising, LLC), its affiliates, and certain of its/their franchisees or licensees are the Members of the CPO. The following are policies for conducting business for and on behalf of the CPO (this "Business Code of Conduct").

Supply Chain Programs and Directors

The appropriate employees and other professionals working (whether on a full-time or part- time basis) for the CPO (the "CPO Employees") shall conduct the supply chain programs of the CPO including, but not limited to, the negotiations for the purchase of goods, services and distribution services. The Directors shall not, directly or indirectly, interfere, participate, or seek to participate, as individual Directors in the supply chain programs or any specific supply chain or selling decisions of the CPO except for the general policy decisions and guidance provided by the Board of Directors.

Public Responsibility

The CPO will: (a) act in a manner consistent with the highest standards of business integrity within the framework of the laws and regulations of this country and elsewhere; and (b) not seek improper advantage by rendering gifts or other benefits to public officials, by making contributions to political groups or by becoming involved in political activities. The CPO will not make an illegal or improper payment to any person or entity.

The CPO believes that it is each citizen's right to decide whether or not to participate in political, community, educational and similar activities. Decisions by the CPO Employees whether to contribute time, money or resources of their own to any political or other activity are entirely personal and voluntary.

The CPO may, as appropriate, engage in legal lobbying activities on issues related to restaurants, their operations and supply chains.

Competitive Practices

To foster the continuation of free enterprise, the CPO recognizes the importance of laws which prohibit restraints of trade, predatory economic activities, and unfair or unethical business practices. The CPO will continue to comply with all such laws which are applicable to the CPO.

Furthermore, this Business Code of Conduct applies to relationships with and between the CPO's Members and affiliates, as well as with its suppliers, customers and competitors.

The CPO will refrain from any practice which is designed to increase sales on any basis other than the merit and desirability of products and services.

In individual actions, the CPO Employees will:

(a) Compete vigorously and make clear to those about them that they are competing vigorously.

(b) Treat all customers, suppliers and distributors objectively, honestly and fairly.

(c) Not discuss pricing, costs, marketing, suppliers, distributors or territories with competitors or customers in contravention of applicable antitrust or other laws.

(d) Avoid any program or practice which would be characterized as unfair or deceptive and always present the CPO's service and products in an honest and forthright manner.

(e) Never make a false or deceptive statement about the business practices, financial status or reliability of a brand that competes with a Concept product.

(f) Never criticize a competitor's product without specific proof that the statements are true, or act in a manner which could be construed as designed to exclude one or more competitors or to control market prices.

(g) Make clear to all existing and potential suppliers and distributors that the CPO expects them to compete fairly and vigorously for the CPO's business and will select the CPO's suppliers and distributors strictly on their merits.

(h) Support the Franchisor's reasonable food quality and safety policies and the Franchisor's reasonable competition policies with respect to suppliers and distributors.

(i) Make clear to Members of the CPO that they are not to individually receive or benefit from any Supplier Income in connection with goods, services or distribution services purchased or used by Restaurants in the United States, except in accordance with the applicable Sections on Supplier Income in this Business Code of Conduct and the CPO Bylaws.

Conflicts of Interest

The CPO and its Members and Directors represent various interests within the restaurant system of each Concept (each a "System"), and they have important business relationships with restaurants, Members, franchisees, franchisors, distributors and suppliers. These interrelationships are open, well known and inherent in each System. The CPO shall always openly acknowledge these interrelationships.

A conflict of interest occurs when personal or family interests interfere, or appear to interfere, with the ability to make impartial, balanced and sound business decisions on behalf

of the CPO. The CPO and its Members and Directors should avoid and/or disclose any situation that may create a conflict of interest.

(a) General Responsibilities of Directors and CPO Employees. In all business relationships with outside individuals, companies and organizations, and in all personal business undertakings, the CPO's Directors and CPO Employees shall:

1) Act in accordance with applicable law, established CPO standards and their own good consciences;

2) Protect the interests of the CPO and their own reputations against actual or potential conflicting interests of outside parties;

3) With respect to CPO Employees, avoid personal or business transactions or situations in which their own interests conflict or might be construed as conflicting with those of the CPO; and

4) With respect to Directors, avoid or make open and well known, personal or business transactions or situations in which their own interests conflict, or might be construed as conflicting, with those of the CPO.

(b) Specific Guidelines for CPO Employees.

1) CPO Employees shall select and deal with suppliers, manufacturers, distributors, customers and other persons doing or seeking to do business with the CPO in a completely impartial manner, without favor or preference based upon any considerations other than the best interest of the CPO and its Members.

2) CPO Employees shall not be currently affiliated in any way with any business which competes with the CPO. For the purpose of clarification, CPO Employees are employees of HOA.

3) CPO Employees shall not seek or accept, directly or indirectly, any payments, fees, services, loans or other benefits of any kind from any person or business entity that does or seeks to do business with, or is in competition with, the CPO. This does not, however, prohibit an officer or employee from receiving compensation for outside services unrelated to the CPO's business where such outside services will not affect the impartial discharge of such person's duties or obligations to the CPO, and the nature and extent of the services to be rendered and the compensation to be paid for such services have been fully disclosed to the CPO in writing and specific written approval has been given in advance by the CPO.

4) CPO Employees shall not conduct business on behalf of the CPO with any relative or a business entity with which the CPO Employee or a relative is associated, unless such dealings have been fully disclosed to the CPO in writing and specific written approval has been given in advance by the CPO.

(c) Specific Guidelines for Directors. No Director of the CPO elected by the franchisee Members of the CPO may be affiliated in any way with: (i) the Franchisor other than as a franchisee or licensee of the Franchisor, or (ii) any business which competes with the CPO.

(d) Investments. The CPO's Directors, CPO Employees and members of their families, are not permitted to have any significant interest in enterprises which conduct or seek to conduct business with the CPO, or which compete with the CPO, without first obtaining a written statement of clearance from the CPO to the effect that the Director's, and/or the CPO Employee's duties will not require the Director, and/or CPO Employee to participate in or make decisions which could be influenced by the ownership of such interest. Ownership of a small amount of publicly traded stock of such enterprises is permitted.

(e) Business Gifts. None of the CPO's Directors, Members or CPO Employees is permitted to give or to receive gifts, including items of value, travel, lodging, goods, services or meals when the person giving the gift is not attending, privileges or special treatment of any kind or nature whatsoever to or from any vendors, customers, suppliers, or enterprise which conducts or seeks to conduct business with the CPO or competes with the CPO unless:

1) they are of a nominal value;

2) they are unsolicited;

3) they are in good taste and public disclosure of the gift would not embarrass the CPO

4) they are not cash or cash equivalents;

5) they are consistent with accepted good business practice; and

6) they are not otherwise prohibited by the CPO's organizational documents or other policy or policies.

No gifts of money or money equivalents (e.g., gift cards) should ever be accepted. This does not prohibit a Director or CPO Employee from borrowing money from a financial institution at normal customary interest rates.

(f) Entertainment. None of the CPO's Directors or CPO Employees is permitted to accept any entertainment (i.e., events attended by both the person offering and the person accepting) including but not limited to meals together, sporting events, concerts, plays or golf outings unless:

1) the purpose of the entertainment is to enhance the business relationship;

2) it is irregular or infrequent;

3) it is unsolicited;

4) it is in a setting that is appropriate for a business discussion;

5) it is modest and reasonable; and

6) public disclosure of the entertainment would not embarrass the CPO.

Restrictions on gifts and entertainment apply year round including holidays. Gifts or entertainment that are inappropriate should be declined. If refusing the gift would embarrass or hurt the person offering the gift, the gift may be accepted on behalf of the CPO and then must be promptly reported to the CPO.

(g) Private Use of CPO Opportunities. No Director of the CPO or CPO Employee shall privately act upon an opportunity to make a purchase or investment in which the CPO would be interested prior to notifying the CPO of the opportunity to allow the CPO time to evaluate the opportunity and determine whether to grant approval for the Director or CPO Employee to act on it privately.

(h) Doing Business With or Supervising Family and Friends. A conflict of interest can arise if the Director of the CPO or CPO Employee, or their spouse, relative or close friend has a personal stake in a company that is a CPO supplier or distributor or potential supplier or distributor, or if the Director or CPO Employee supervises a family Member. To avoid such conflicts of interest:

1) No Director of the CPO or CPO Employee shall use his or her position to influence the bidding process or negotiations with suppliers or distributors of the CPO in any way. If a personal or familial relationship exists in a company that is a CPO supplier or distributor or potential supplier or distributor, or that competes with the CPO, the Director or CPO Employee must notify the CPO immediately and remove themselves from the decision-making process;

2) No Director of the CPO or CPO Employee shall hire a family member into a position at the CPO where he or she has direct decision-making authority over the family member. Employment relationships between family members are discouraged even if the relationship between the family members is indirect.

3) Indirect Interests. A conflicting interest may be indirect. A Director or CPO Employee will be considered to have an interest in a firm or transaction if any of the following have an interest:

4) The immediate family of the Director or CPO Employee (spouse, children, parents, brothers and sisters) or any relative living in the home of the Director or CPO Employee;

5) A close friend of the Director or CPO Employee;

6) An estate or trust of which the Director, CPO Employee or a member of their family is a beneficiary or trustee; or

7) An enterprise in which the Director, CPO Employee, or member of their family has an equity interest greater than 3% and such interest is traded on a recognized national securities exchange.

(i) Interpretation. In all cases, the basic test to determine whether or not a conflict of interest exists will be: whether, in fulfilling his or her business duties, the Director or CPO Employee is acting in the best interests of the CPO and to the exclusion of considerations of personal preference or personal advantage to the Director or CPO Employee or to his or her employer, business, family or friends. The fact that an interest exists does not mean necessarily

that a conflict (if it exists) is significant enough to be of practical importance. The CPO is not concerned with conflicts which are immaterial. The CPO is available to assist with interpretation.

(j) Disclosure. Every Director and CPO Employee shall disclose promptly, in writing, any personal situation or transaction which is or may be in conflict with the spirit or intent of this Section. Disclosure shall be made to the Chairman and Vice Chairman, who shall determine what action on the part of the CPO, if any, should be taken and what action the Director or CPO Employee should take. If a conflict exists, and there is no failure of good faith on the part of the Director or CPO Employee, the CPO's policy will be to allow a reasonable amount of time for the Director or CPO Employee to correct the situation, in order to prevent undue hardship or loss; provided, of course, that decisions in this regard shall be within the sole discretion of the CPO's management and, ultimately, the CPO's Board of Directors, whose first concern must be the interests of the CPO. Notwithstanding anything to the contrary herein, the CPO's Board of Directors hereby acknowledges that CPO Employees are HOA's employees, and such an arrangement is not a breach of this Business Code of Conduct.

Supplier Income

Except as specifically provided in this Section, none of the CPO, HOA, the Members, nor any of their respective affiliates, Directors, officers or employees shall, directly or indirectly, receive or benefit from (nor authorize supplier, distributor or other party, directly or indirectly, to receive or benefit from) any "Supplier Income" in connection with goods, services or distribution services purchased or used by Concept restaurants operated by the Franchisor or the Members (collectively, the "Restaurants") in the United States (the "Area").

As used in this Section, "Supplier Income" means so called earned income, rebates, kick- backs, volume discounts, tier pricing, purchase commitment discounts, sales and service allowances, marketing allowances, advertising allowances, promotional allowances, label allowances, back-door income, application fees, inspection fees, quality assurance fees, mark-ups, margins, etc., and includes, without limitation, (a) fees charged suppliers and distributors in the supplier and distributor approval process, (b) fees charged suppliers and distributors for quality inspections and "hot line" inquiries and complaints, (c) license or trademark fees or rebates charged or expected as a condition of supplier or distributor approval or use, typically paid as a percentage of System wide volume, (d) higher prices permitted suppliers to amortize research and development expenses undertaken by suppliers at the request of the Franchisor or otherwise, (e) higher prices permitted suppliers to amortize the cost of excess inventory, (f) higher prices permitted suppliers to amortize the cost of product changes, (g) special or atypical payment terms, (h) payments and allowances to distributors from suppliers based on distributor volume which are not reflected as a reduction in distributor cost or prices, (i) meetings and other sponsorship fees, and (j) special favors, gifts and entertainment.

However, the CPO, the Franchisor, the Members and any of their respective affiliates, Directors, officers or employees may, directly or indirectly, receive or benefit from "Approved Supplier Income" in connection with goods, , services or distribution services purchased or used by Restaurants in the Area. As used herein "Approved Supplier Income" means:

(a) Marketing or promotional allowances which are distributed or administered by the CPO for the benefit of Members pro rata based on the volume of the Restaurants purchases;

(b) Discounts, rebates or allowances which directly lower Outlet delivered prices pro rata among Restaurants based on the volume of the Restaurants purchases;

(c) Higher prices "approved by the CPO" for goods or services permitted or charged by suppliers to amortize supplier expenses related to research and development of goods;

(d) Reasonable and customary gifts and entertainment permissible under the CPO's Business Code of Conduct and the Franchisor's Code of Conduct as in effect from time to time;

(e) Supplier Income expressly "approved by the CPO" such as higher prices permitted to amortize the cost of excess inventory;

(f) Increase in the price of goods, or services negotiated or to be negotiated by the CPO that allows a supplier to amortize the cost of graphic and other product changes incurred directly as a result of a change in the applicable Franchisor specification that increase the supplier's actual labor, material or tooling costs associated with the goods, or services;

(g) Benefits to the Franchisor such as product development ideas or consumer research provided by suppliers and distributors in the ordinary course of business that do not impact: (i) the cost or other terms for the sale of goods, services or the provision of distribution services; or (ii) the basis upon which suppliers, proposed suppliers or distributors are willing to conduct business with the CPO;

(h) Reasonable fees that do not exceed the actual cost charged by the Franchisor, in accordance with published schedules previously "approved by the CPO," which approval will not be unreasonably withheld or conditioned, to suppliers, proposed suppliers and distributors, in connection with the Franchisor's approval/disapproval policy, or in connection with the Franchisor administered quality inspection and assurance programs;

(i) Reasonable fees charged suppliers and distributors by independent third party quality inspection or assurance companies, consistent with industry practices in the ordinary course of business, as part of the Franchisor's approval/disapproval policy or in connection with the Franchisor quality inspection and assurance requirements;

(j) Supplier Income or other benefits solicited from suppliers or distributors by the Franchisor and the CPO to participate in or sponsor franchisee conventions which income or benefits are: (i) consistent with industry practices in the ordinary course of business: and (ii) approved by the CPO's Board of Directors;

(k) Supplier Income or other benefits solicited from suppliers or distributors by the Franchisor and the CPO to participate in or sponsor the "Memorial Cup Golf Tournament" or other similar charitable events which income or benefits are: (i) consistent with industry practices in the ordinary course of business: and (ii) approved by the CPO's Board of Directors;

(l) Supplier Income or other benefits solicited from suppliers or distributors on behalf of the Member or Franchisor by the CPO to participate in or sponsor local charity events or otherwise donations not to exceed two thousand five hundred dollars ($2500.00) per supplier or distributor per franchisee or licensee with an annual aggregate cap of $10,000 per supplier

or distributor; and

(m) Notwithstanding anything else herein, other Supplier Income expressly "approved by the CPO".

As used herein, “approved by the CPO” means approved by action of the CPO’s Board of Directors and communicated to the Franchisor in writing.

Nothing in this Business Code of Conduct shall be construed to limit or prohibit: (i) the right or ability of the CPO to receive or benefit from any Supplier Income or Approved Supplier Income; provided that the CPO shall share such Supplier Income or Approved Supplier Income, or the benefit thereof, pro rata among each applicable Member Operator (including the Franchisor) based on the dollar volume of the purchases of such Restaurants that gave rise to the receipt or benefit of such Supplier Income or Approved Supplier Income; or (ii) the Franchisor’s ability to collect Supplier Income or other benefits solicited by and provided to the Franchisor by suppliers and/or distributors when the Supplier Income or other benefits are totally unrelated to and not in consideration of the supply or provision of goods, services or distribution services to Restaurants.

If the Franchisor or the CPO receive or benefit from any Supplier Income, then the Franchisor or the CPO will disclose such Supplier Income to the other party within forty-five (45) days of the receipt or benefit. Such disclosure will include the amount, source and reasons for accepting the Supplier Income.

Accounts And Record Keeping

The CPO will observe the most stringent standards in the keeping and maintaining of its records and accounts. The CPO’s books shall reflect all components of transactions, as well as its own standard of insisting upon honest and forthright presentation of the facts.

It is the responsibility of each officer and employee to uphold these standards. Appropriate records must be kept of all transactions. Directors, officer and employees are expected to cooperate fully with the CPO’s internal and external auditors. Information must not be falsified, misleading or concealed under any circumstances.

Corporate Communications

The CPO will provide frank and complete responses to all requests for information, unless those requests are for information which is proprietary or confidential or which would compromise the CPO’s standing in the marketplace or its legal position. This includes continuation of effective communication with the news media and others involved or interested in business and finance. All requests for information from the news media and all releases of information to the news media shall be cleared through the CPO Leadership. Unless you are the designated, authorized spokesperson, you should not answer any questions, whether asked directly or through another person. All questions should be referred to the CPO Leadership or to the designated spokesperson.

Confidential Information

Directors, CPO Employees are prohibited from releasing to any party, other than to whom the CPO intends the information be communicated, any information whatsoever about the CPO which is of a proprietary or confidential nature, or which could be deemed to constitute a "trade secret." The duty to keep the CPO's information private does not end when the Director's, officer's or employee's employment ends; it cannot be shared with a new employer. Directors, CPO Employees shall not use, in any manner whatsoever, information which is confidential, proprietary or privileged, whether for their personal benefit or gain or for that of any other person, other than the CPO. Any information which has not been disclosed publicly in writing shall be treated as confidential. Directors, CPO Employees of the CPO shall take every reasonable measure to keep information confidential which is proprietary or confidential information of or concerning each Concept and their Members including, but not limited to, franchisees, customers, suppliers, distributors, or employees, or each System. Directors, CPO Employees will keep all personnel related information confidential. Directors, CPO Employees will remain familiar and comply with the CPO's policy regarding the retention and use of Concept Member information. Each Member of the Board of Directors of the CPO and each officer and employee will enter into a confidentiality agreement in the form and substance prescribed by the CPO's Board of Directors.

No Rights Created

This Business Code of Conduct is a statement of certain fundamental principles, policies and procedures that govern the CPO's Directors and CPO Employees in the conduct of the CPO's business. It is not intended to and does not create any rights in any Director, officer, employee, franchisee, customer, supplier, distributor, competitor, Member, stockholder or any other person or entity.

Failure to Adhere

Failure to adhere to this Business Code of Conduct is beyond the scope of any Director's, officer's or employee's authority and may subject the Director or CPO Employee to disciplinary action, which could include removal or termination.

* * * * * * * * * *

HBM CPO, LLC COLLABORATIVE PURCHASING ORGANIZATION
BUSINESS CODE OF CONDUCT
ACKNOWLEDGEMENT AND AGREEMENT

I hereby certify that: (i) I have received a copy of the HBM CPO, LLC's Collaborative Purchasing Organization ("CPO") Business Code of Conduct (the "Code"); and (ii) I have read the Code and understand its contents. Further, I hereby certify that I will abide by the Code, will not engage in any conduct prohibited by the Code and will not permit any persons under my supervision to engage in any prohibited conduct. I understand that my failure to comply with the Code not only may subject CPO and its Members to penalties but will also subject me to disciplinary measures which, for employees, may include termination of employment.

_____
Signature

_____
Printed Name

_____
Date

EXHIBIT C-3

STATEMENT OF PROSPECTIVE FRANCHISEE

STATEMENT OF PROSPECTIVE FRANCHISEES

THIS DOCUMENT WILL NOT BE SIGNED BY YOU, AND WILL NOT APPLY, IF THE OFFER OR SALE OF THE FRANCHISE IS SUBJECT TO THE STATE FRANCHISE REGISTRATION/DISCLOSURE LAWS IN THE STATES OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

You are preparing to enter into a franchise agreement with HOA Future Franchising, LLC ("HOA") for the operation of a franchised Hooters® restaurant. The purpose of this Statement is to ensure that: (i) no statements or promises were made to you that HOA has not authorized; (ii) no statements were made to you that may be untrue, inaccurate, or misleading; (iii) you have been properly represented in this transaction; and (iv) you understand that the claims you may make related to the purchase and operation of your franchise are limited.

You must sign and date this Statement the same day you sign the Franchise Agreement and pay your initial franchise fee.

A. Contacts

You have met or spoken with certain HOA employees, and with other persons speaking on HOA behalf, with respect to the purchase of a Hooters franchise. The persons you have met or spoken with are as follows:

_____	_____
_____	_____
_____	_____
_____	_____

If you need additional space, please use the "Explanations" page at the end of this Statement.

You certify, by your signature on this Statement, that except as listed above (and on the "Explanations" page, as applicable), you have not met or spoken with any HOA employees or other persons speaking on HOA behalf with respect to the purchase of a Hooters franchise.

B. Representations

You must review each of the following representations carefully and provide an honest response to each. **If you answer "No" to any of the representations, you must explain your answer on the "Explanations" page at the end of this Statement.**

Yes	□	No	□	1.	I received a copy of Hooters Franchise Disclosure Document and each exhibit and schedule to it.
Yes	□	No	□	2.	I personally reviewed Hooters Franchise Disclosure Document and each exhibit and schedule to it.

Yes	□	No	□	3.	I gave HOA a Receipt showing that I received the Franchise Disclosure Document and the date I received it.
Yes	□	No	□	4.	I received the Franchise Disclosure Document at least 14 days before I signed any agreement with HOA or gave HOA any consideration related to the purchase of a Hooters franchise.
Yes	□	No	□	5.	I received complete copies of HOA's Franchise Agreement and all other agreements HOA required me to sign, with all blanks filled in, at least 7 days before I signed them.
Yes	□	No	□	6.	I reviewed the Franchise Disclosure Document and all exhibits and schedules to it with my attorney, accountant, and other professional and business advisors.
Yes	□	No	□	7.	I am a skilled and experienced business professional with the level of education, knowledge, and understanding sufficient to permit me to evaluate accurately the risks of purchasing a HOA franchise and of opening and operating a Hooters® restaurant.
Yes	□	No	□	8.	I have evaluated accurately the risks of purchasing a Hooters franchise and of opening and operating a Hooters® restaurant.
Yes	□	No	□	9.	I understand that the success or failure of my Hooters franchise and restaurant will depend in large part on: (i) my skills, abilities, and efforts; (ii) the skills, abilities, and efforts of people I employ; and (iii) many factors beyond my control, like the U.S. culture, the stability of federal, state, and local governments, government policies, weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms, and the marketplace.

Yes	□	No	□	10.	I understand that HOA has the right to establish, and to grant other franchisees the right to establish, Hooters® restaurants or any other businesses using the Hooters trademarks, service marks, or other commercial symbols; the Hooters System; or any variation of the Hooters trademarks, service marks, or other commercial symbols and the Hooters System, in any location other than within my Protected Market Area as detailed in my Franchise Agreement, and other than within my Development Area (if I enter into a Multi-Unit Addendum with HOA), on any terms and conditions HOA deems appropriate.
Yes	□	No	□	11.	I understand that HOA has the right to sell products identified by the Hooters trademarks, service marks, or other commercial symbols, or any other trademarks, service marks, or commercial symbols, in any location HOA deems appropriate, through any distribution channels that HOA deems appropriate, including grocery stores, convenience stores, the Internet, and restaurants other than Hooters® restaurants, except that HOA may not do so using the Marks through restaurants similar to my restaurant within my Protected Market Area as detailed in my Franchise Agreement, and within my Development Area (if I enter into a Multi-Unit Addendum with HOA).
Yes	□	No	□	12.	I understand that the Franchise Agreement contains the entire agreement between HOA and my company concerning the Hooters franchise, and that any prior oral or written statements that are not set out in the Franchise Agreement are not binding or enforceable.

C. Acknowledgments

1. I hereby certify that no HOA employee, and no other person speaking on HOA's behalf, has made any representation, commitment, claim, or statement to me that is different from, or that is contrary to, any of the representations, commitments, claims, or statements contained in HOA Franchise Agreement and Franchise Disclosure Document.

Initials: _____, _____, _____, _____

2. I hereby certify that no HOA employee, and no other person speaking on HOA's behalf, has: (i) made any oral, written, visual, or other representation, commitment, claim, or statement, that stated or suggested any level or range of actual or potential sales, costs, income, expenses, profits, cash flow, or otherwise; or (ii) made any oral, written, visual, or other representation, commitment, claim, or statement from which any level or range of actual or potential sales, costs, income, expenses, profits, cash flow, or otherwise might be ascertained, related to a Hooters franchise, that is different from, contrary to, or not contained in, Hooters Franchise Agreement and Franchise Disclosure Document.

Initials: _____, _____, _____, _____

3. I acknowledge and agree that HOA does not make or endorse, nor does it allow any HOA employee or other person speaking on HOA's behalf to make or endorse, any oral, written, visual, or other representation, commitment, claim, or statement that states or suggests any level or range of actual or potential sales, costs, income, expenses, profits, cash flow, or otherwise with respect to a Hooters franchise, except as expressly set forth in Hooters Franchise Disclosure Document.

Initials: _____, _____, _____, _____

4. I acknowledge and agree that: (i) HOA does not permit any agreements or commitments, and does not approve any changes in the Franchise Agreement, except by means of a written Amendment signed by the parties to the Franchise Agreement; and (ii) if any representations or commitments, or any promises of changes in the Franchise Agreement or otherwise, have been made to me that are not in an Amendment signed by the parties to the Franchise Agreement, such representations, commitments, and promises are not binding or enforceable.

Initials: _____, _____, _____, _____

D. <u>Dates</u>

I hereby certify that the following dates are true and correct:

1. The date on which I received Hooters Franchise Disclosure Document about the purchase of a Hooters franchise was: _____ Initials: _____

2. The earliest date on which I delivered cash, check, or other consideration to HOA in connection with the purchase of a Hooters franchise was: _____ Initials: _____

I UNDERSTAND THAT MY ANSWERS ARE IMPORTANT TO HOA AND THAT HOA WILL RELY ON THEM. BY SIGNING THIS STATEMENT, I AM REPRESENTING AND AGREEING THAT I HAVE CONSIDERED EACH REPRESENTATION, ACKNOWLEDGMENT AND DATE

CAREFULLY AND HAVE RESPONDED TRUTHFULLY TO EACH AND EVERY ITEM IN THIS STATEMENT.

I understand and agree to all of the foregoing and certify that all of the responses in this Statement are true, correct, and complete.

Date: _____ _____
Prospective Franchisee

Date: _____ _____
Prospective Franchisee

Date: _____ _____
Prospective Franchisee

Date: _____ _____
Prospective Franchisee

EXPLANATIONS

If you answered "No" to any of the representations in Section B of the Statement of Prospective Franchisees, you must explain your answer on this page. You may use additional pages if necessary.

EXHIBIT D

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TABLES OF CONTENTS OF CONFIDENTIAL OPERATIONS MANUALS

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EXHIBIT E

LIST OF FRANCHISEES

EXHIBIT E-1

CURRENT U.S. FRANCHISEES

As of December 28, 2025

Name of Franchisee	Address of Outlet	City	State	Zip	Telephone Number
Bayou Fox	300 E. Beach Blvd	Gulf Shores	AL	36542	334-948-3577
Bayou Fox	3869 Airport Blvd	Mobile	AL	36608	251-473-9428
Hoot Owl Restaurants, L.L.C.	400 Cahaba Valley Rd	Pelham	AL	35124	205-682-9464
Hoot Owl Restaurants, L.L.C.	2585 Bass Pro Boulevard	Prattville	AL	36066	334-595-5201
Hoot Owl Restaurants, L.L.C.	1917 Edwards Lake Road	Trussville	AL	32535	205-655-8477
Restaurants of America	1665 South Alma School Road	Mesa	AZ	85210	480-970-2569
Restaurants of America	10223 North Metro Parkway	Phoenix	AZ	85201	602-997-1057
Restaurants of America	7280 E. Broadway	Tucson	AZ	85710	520-722-5757
Hoot Owl Restaurants, L.L.C.	6 Anglers Way	Little Rock	AR	72210	501-455-2241
Hoot Owl Restaurants, L.L.C.	4110 Landers Road	North Little Rock	AR	72117	501-945-0444
Hoot Winc, LLC	90 Aquarium Way	Long Beach	CA	90802	562-983-6424
Hoot Winc, LLC	725 N. Milliken Ave.	Ontario	CA	91764	909-989-3539
DAT Wings, Inc.	6099 Rohnert Park	Rohnert Park	CA	94928	707-585-9464
Hoot Winc, LLC	775 Center Drive	San Marcos	CA	92069	858-451-6013
Restaurants of America	2610 S. Parker Rd.	Aurora	CO	80014	303-337-1869
Restaurants of America	4230 Byrd Drive	Loveland	CO	80538	970-461-9464
Restaurants of America	1111 West 120th Avenue	Westminster	CO	80234	303-991-4668
Phancon, Inc.	1731 Berlin Turnpike	Wethersfield	CT	06109	860-563-6401
Attila Wings	194 South Dupont Highway	New Castle	DE	19720	302-326-0955
Attila Wings	207 Capital Trail	Newark	DE	19711	302-488-9462
Wings of South Florida	2240 NW 19th Avenue, Suite 1101-A	Boca Raton	FL	33431	561-391-8904
Wings of South Florida	3120 Del Prado	Cape Coral	FL	33904	941-945-3857
Bayou Fox	15015 Emerald Coast Parkway	Destin	FL	32541	850-654-1127
Wings of South Florida	17 S. Atlantic Blvd Unit 304	Ft. Lauderdale	FL	33316	954-767-9262
Wings of South Florida	3805 N. University Blvd.	Ft. Lauderdale	FL	33351	954-748-1841
Wings of South Florida	6345 N. Andrews Avenue	Ft. Lauderdale	FL	33309	954-748-0458
Wings of South Florida	4411 Cleveland Ave.	Ft. Myers	FL	33901	941-275-3493
Wings of South Florida	680 West 49th Street	Hialeah	FL	33012	305-827-8000
Wings of South Florida	3301 S.W. 22nd Street, Suite 104	Miami	FL	33145	305-873-6165
Wings of South Florida	8695 N.W. 13th Terrace	Miami	FL	33126	305-593-6239
Wings of South Florida	3625 Gateway Lane	Naples	FL	34109	239-514-1439
Bayou Fox	12709 Front Beach Rd.	Panama City Beach	FL	32407	850-230-1196
Wings of South Florida	7990 Pines Blvd.	Pembroke Pines	FL	33024	954-962-2705
Bayou Fox	400 Quietwater Beach Rd.	Pensacola Beach	FL	32561	850-934-7876
Wings of South Florida	1360 Tamiami Trail	Port Charlotte	FL	33948	941-625-0222
Wings of South Florida	6507 Tamiami Trail South	Sarasota	FL	34231	941-923-0445
HMC Hospitality Group	700 Kristine Way	The Villages	FL	32163	352-818-4668
Wings of South Florida	4908 14th Street West	W. Bradenton	FL	34207	941-752-8933
Wings of South Florida	2282 Weston Road	Weston	FL	33326	954-990-7047
Hoot Owl Restaurants, L.L.C.	2910 23rd Avenue	Council Bluffs	IA	51501	712-256-2959
Hoot Owl Restaurants, L.L.C.	110 E. Kimberly Rd.	Davenport	IA	58206	319-388-9464
DW Restaurant Holder, LLC	25 W. Georgia Street	Indianapolis	IN	46225	317-267-9637

Name of Franchisee	Address of Outlet	City	State	Zip	Telephone Number
Hoot Owl Restaurants, L.L.C.	301 Market Place, Suite C	Fairview Heights	IL	62208	618-398-3374
Hoot Owl Restaurants, L.L.C.	1712 Village West Parkway	Kansas City	KS	66111	913-788-4668
Hoot Owl Restaurants, L.L.C.	10620 Metcalf Lane	Overland Park	KS	66212	913-381-4668
Hoot Owl Restaurants, L.L.C.	6100 SW 10th Avenue	Topeka	KS	66615	785-273-9464
DW Restaurant Holder, LLC	7200 Houston Road	Florence	KY	41042	859-647-2848
DW Restaurant Holder, LLC	3101 Richmond Rd. #315	Lexington	KY	40509	606-269-8521
DW Restaurant Holder, LLC	4120 Dutchman's Lane	Louisville	KY	40207	502-895-7100
DW Restaurant Holder, LLC	7701 Preston Hwy	Louisville	KY	40219	502-968-1606
Gibson, Greco & Wood, Ltd.	5120 Corporate Blvd	Baton Rouge	LA	70806	225-928-7037
Gibson, Greco & Wood, Ltd.	6454 Siegen Lane	Baton Rouge	LA	70809	225-293-0090
Gibson, Greco & Wood, Ltd.	254 Range 12 Boulevard	Denham Springs	LA	70726	225-243-7965
Gibson, Greco & Wood, Ltd.	2781 Belle Chasse Hwy	Gretna	LA	70053	504-393-7787
Gibson, Greco & Wood, Ltd.	1619 Martin Luther King Jr. Blvd.	Houma	LA	70360	985-262-0861
Gibson, Greco & Wood, Ltd.	4748 Veterans Blvd	Metairie	LA	70006	504-889-0170
Gibson, Greco & Wood, Ltd.	1776 Gause Blvd. East	Slidell	LA	70461	985-288-0960
Phancon, Inc.	850 Providence Hwy.	Dedham	MA	02026	781-326-6600
Phancon, Inc.	1143 Broadway	Saugus	MA	01906	339-600-7321
Phancon, Inc.	291 Boston Turnpike	Shrewsbury	MA	01545	508-755-8700
Phancon, Inc.	1290 Riverdale Street	West Springfield	MA	01089	413-301-9743
Hoot Owl Restaurants, L.L.C.	14707-B Baltimore Avenue	Laurel	MD	20707	301-362-5668
Delmarva Wings	501 Atlantic Avenue	Ocean City	MD	21842	410-289-2692
Hoot Owl Restaurants, L.L.C.	5538 Bay Road	Saginaw	MI	48604	989-759-9464
Restaurants of America	404 E. Broadway	Bloomington	MN	55425	952-854-2527
Gulf Coast Wings	9495 Highway 49	Gulfport	MS	39503	228-864-1710
Hoot Owl Restaurants, L.L.C.	982 Goodman Rd	Horn Lake	MS	38637	662-349-7300
Hoot Owl Restaurants, L.L.C.	1101 Woodland Springs Court	Columbia	MO	65201	573- 886-4700
Hoot Owl Restaurants, L.L.C.	2110 E. Independence Ave.	Springfield	MO	65804	417-887-9464
Hoot Owl Restaurants, L.L.C.	11835 Lackland Road	St. Louis	MO	63146	314-991-9565
Hoot Owl Restaurants, L.L.C.	7517 South Lindbergh Boulevard	St. Louis	MO	63125	314-845-1899
Hoot Owl Restaurants, L.L.C.	4061 Veterans Memorial Pkwy	St. Peters	MO	63376	636-447-5559
Hoot Owl Restaurants, L.L.C.	12710 Westport Parkway	La Vista	NE	68138	402-281-1300
Attila Wings	Tropicana Casino & Resort, Brighton & the Boardwalk	Atlantic City	NJ	08401	609-449-1682
Attila Wings	195 NJ-18	East Brunswick	NJ	08816	732-565-9467
Restaurants of America	1708 Corrales Rd N.W.	Albuquerque	NM	87114	505-898-3567
Restaurants of America	4601 San Mateo	Albuquerque	NM	87109	505-889-0602
Restaurants of America	3530 Foothills Road	Las Cruces	NM	88011	505-521-9899
Phancon, Inc.	70 Wolf Road	Colonie	NY	12205	518-438-9303
Phancon, Inc.	25 Smith Street	Farmingdale	NY	11735	631-249-5351
Phancon, Inc.	61-09 190th Street	Fresh Meadows	NY	11365	718-454-2802
Hoot Owl Restaurants, L.L.C.	3122 Garden Road	Burlington	NC	27216	336-538-9688
Hoot Owl Restaurants, L.L.C.	7702 Gateway Lane	Concord	NC	28027	704-979-0130
Hoot Owl Restaurants, L.L.C.	501 N. McPherson Church Road	Fayetteville	NC	28303	910-868-0700
Hoot Owl Restaurants, L.L.C.	3031 High Point Road	Greensboro	NC	27403	336-852-4600
Hoot Owl Restaurants, L.L.C.	1211 13th Avenue Drive, S.E.	Hickory	NC	28602	828-324-5700
Hoot Owl Restaurants, L.L.C.	1001 Claren Circle	Morrisville	NC	27560	919-469-2900
Hoot Owl Restaurants, L.L.C.	4206 Old Wake Forest Road	Raleigh	NC	27609	919-850-9882
Hoot Owl Restaurants, L.L.C.	5112 Market Street	Wilmington	NC	28405	910-791-0799
DW Restaurant Holder, LLC	6851 Miller Lane	Dayton	OH	45414	937-890-0467
DW Restaurant Holder, LLC	9890 Escort Drive	Mason	OH	45040	513-445-2701

Name of Franchisee	Address of Outlet	City	State	Zip	Telephone Number
DW Restaurant Holder, LLC	4782 Monroe St.	Toledo	OH	43623	419-473-8661
Hoot Owl Restaurants, L.L.C.	2019 West I-240	Oklahoma City	OK	73159	405-682-2442
Hoot Owl Restaurants, L.L.C.	8108 East 61st	Tulsa	OK	74133	918-250-4668
Hoot Owl Restaurants, L.L.C.	2171 Northwoods Blvd.	Charleston	SC	29406	843-824-8661
Hoot Owl Restaurants, L.L.C.	2401 Laurens Road	Greenville	SC	29607	864-987-9464
Hoot Owl Restaurants, L.L.C.	10133 North Kings Highway	Myrtle Beach	SC	29572	843-272-3739
Hoot Owl Restaurants, L.L.C.	3901 North Kings Highway	Myrtle Beach	SC	29577	843-626-3467
DW Restaurant Holder, LLC	1099 Hunter Crossing Drive	Alcoa	TN	37701	865-983-1366
DW Restaurant Holder, LLC	5912 Brainerd Rd.	Chattanooga	TN	37421	423-499-8668
DW Restaurant Holder, LLC	750 North Riverside Drive	Clarksville	TN	37040	931-920-8400
DW Restaurant Holder, LLC	654 Wade Circle S.	Goodlettsville	TN	37072	615-851-6499
DW Restaurant Holder, LLC	2288 N. Roane St.	Johnson City	TN	37601	423-610-1484
DW Restaurant Holder, LLC	5005 Central Avenue Pike	Knoxville	TN	37912	865-688-8066
DW Restaurant Holder, LLC	8050 Kingston Pike Hwy	Knoxville	TN	37919	865-694-4668
DW Restaurant Holder, LLC	2838 New Brunswick Road	Memphis	TN	38133	901-266-4404
Attila Wings	240 North Gulph Road	King of Prussia	PA	19406	610-337-2672
Virginia Wings	1105 Merchants Way	Chesapeake	VA	23320	757-549-8686
Hoot Owl Restaurants, L.L.C.	14441 Brookfield Tower Dr.	Chantilly	VA	20151	703-378-7426
Hoot Owl Restaurants, L.L.C.	2401 W. Hundred Road	Chester	VA	23831	804-425-9464
Hoot Owl Restaurants, L.L.C.	10060 Fairfax Blvd	Fairfax	VA	22030	703-359-5850
Hoot Owl Restaurants, L.L.C.	10400 Spotsylvania Avenue	Fredericksburg	VA	22408	540-898-8044
Virginia Wings	1801 W. Mercury Blvd.	Hampton	VA	23666	757-827-0816
Hoot Owl Restaurants, L.L.C.	1211 Huguenot Rd.	Midlothian	VA	23113	804-378-9464
Virginia Wings	1160 North Military Hwy	Norfolk	VA	23502	757-466-8396
Hoot Owl Restaurants, L.L.C.	7912 W. Broad St.	Richmond	VA	23294	804-747-5559
Virginia Wings	112 Bypass Road	Williamsburg	VA	23185	757-221-9572
Hoot Owl Restaurants, L.L.C.	2630 Prince William Pkwy	Woodbridge	VA	22192	703-490-1116

NOT YET OPEN LOCATIONS AS OF DECEMBER 28, 2028:

None

EXHIBIT E-2

U.S. FRANCHISEES THAT HAD OUTLETS THAT LEFT THE SYSTEM DURING FISCAL YEAR ENDED DECEMBER 28, 2025

State	City	Franchisee	Address	Telephone Number
AZ	Yuma	Restaurants of America	1519 S. Yuma Palms Pkwy	928-217-1040
CA	Costa Mesa	Hoot Winc, LLC	1507 S. Coast Drive	714-427-0757
CA	San Diego	Hoot Winc, LLC	1400 Camino De La Reina Suite 115	619-291-1157
CO	Colorado Springs	Restaurants of America	750 Citadel Dr. E, Suite 1012	719-596-1676
CO	Lone Tree	Restaurants of America	8334 S. Willow Street, Suite D	303-996-5041
LA	Bossier City	Gibson, Greco & Wood, Ltd.	545 Boardwalk Blvd.	318-752-0447
NV	Las Vegas	115 East Tropicana Avenue Owner Sub LP	115 East Tropicana Avenue	702-739-9000
NJ	Flemington	Apple Gate Enterprises, LLC	250 Hwy 202	908-483-0115
NJ	Lawrenceville	Attila Wings	400 Mercer Mall	609-520-1581
NJ	Somerset	Apple Gate Enterprises, LLC	60 Cottontail Lane	732-560-9823

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT E-3

AFFILIATE-OWNED RESTAURANTS

December 28, 2025

Entity	Address	City	State	Zip	Telephone Phone
Hooters, Inc.	2800 Gulf-To-Bay Blvd.	Clearwater	FL	33519	813-797-2996
Hooters, Inc.	381 Mandalay Avenue	Clearwater	FL	33767	727-443-7263
Hooters, Inc.	2100 International Speedway Drive	Daytona Beach	FL	32114	386-238-0650
Hooters, Inc.	8938 San Jose Blvd.	Jacksonville	FL	32257	904-636-9800
Hooters, Inc.	8207 West Irlo Bronson Memorial Highway	Kissimmee	FL	34747	407-239-1791
Hooters, Inc.	3400 US 98 North	Lakeland	FL	33809	863-859-7772
Hooters, Inc.	192 Johns Pass Boardwalk West	Madeira Beach	FL	33708	727-797-4668
Hooters, Inc.	2711 SW 27th Ave	Ocala	FL	34471	352-854-3253
Hooters, Inc.	16070 SR 54	Odessa	FL	33556	813-920-1183
Hooters, Inc.	7222 Augusta National Dr	Orlando	FL	32822	407-850-2552
Hooters, Inc.	8510 Palm Parkway	Orlando	FL	32836	407-239-0900
Hooters, Inc.	8801 International Drive	Orlando	FL	32819	407-355-3033
Hooters, Inc.	5336 Treadway	Port Richey	FL	34668	813-844-3701
Hooters, Inc.	3437 Commercial Way	Spring Hill	FL	34607	352-666-4516
Hooters, Inc.	4125 4th Street North	St. Petersburg	FL	33703	727-822-6180
Hooters, Inc.	10023 E. Adamo Dr.	Tampa	FL	33619	813-685-8259
Hooters, Inc.	13606 Bruce B. Downs Blvd.	Tampa	FL	33613	813-631-9238
Hooters, Inc.	4215 W. Hillsborough Ave.	Tampa	FL	33614	813-885-7362
Hooters, Inc.	4420 West Gandy Blvd.	Tampa	FL	33611	813-835-1283
Hooters, Inc.	695 Palm Bay Road	West Melbourne	FL	32904	321-953-4841
Hooters, Inc.	1950 Mall of Georgia Blvd	Buford	GA	30519	770-932-7878
Hooters, Inc.	887 Joe Frank Harris Pkwy, SE	Cartersville	GA	30120	770-607-9474
Hooters, Inc.	2650 Adams Farm Road	Columbus	GA	31909	706-596-4668
Hooters, Inc.	1099 Iris Drive, SE	Conyers	GA	30012	770-483-5010
Hooters, Inc.	6785 Tara Boulevard	Jonesboro	GA	30236	770-478-2262
Hooters, Inc.	2102 Old Highway 41	Kennesaw	GA	30144	770-590-8820
Hooters, Inc.	860 Duluth Highway Suite 900	Lawrenceville	GA	30043	770-513-7260
Hooters, Inc.	1001 Bullsboro Drive	Newnan	GA	30265	770-254-1687
Hooters, Inc.	795 Holcomb Bridge Road	Roswell	GA	30076	770-992-4540
Hooters, Inc.	4 Gateway Blvd, W.	Savannah	GA	31409	912-925-2536
Hooters, Inc.	771 E. 81st Place	Merrillville	IN	46410	219-794-9464
Hooters, Inc.	205 W. Day Road	Mishawaka	IN	46545	574-252-5432
Hooters, Inc.	1655 Olmstead Drive	Portage	IN	46368	219-706-2600
Hooters, Inc.	1650 U.S. Hwy. 41, Suite A	Schererville	IN	46375	219-322-2024
Hooters, Inc.	4395 Fox Valley Ctr. Drive	Aurora	IL	60504	630-585-0751
Hooters, Inc.	660 N. Wells St.	Chicago	IL	60610	312-944-8806
Hooters, Inc.	8225 W. Higgins Road	Chicago	IL	60631	773-714-0219
Hooters, Inc.	5925 S. LaGrange Road	Countryside	IL	60525	708-354-0509
Hooters, Inc.	1303 Butterfield Rd.	Downers Grove	IL	60515	630-960-4164
Hooters, Inc.	3301 Hennepin Drive	Joliet	IL	60432	815-267-8626
Hooters, Inc.	17060 S. Torrance Avenue	Lansing	IL	60438	708-889-0448
Hooters, Inc.	2503 W. North Avenue	Melrose Park	IL	60160	708-486-1896
Hooters, Inc.	9159 S. Cicero Ave.	Oak Lawn	IL	60453	708-423-4663
Hooters, Inc.	15300 Lagrange Rd	Orland Park	IL	60462	708-460-4098
Hooters, Inc.	1110 Perimeter Dr.	Schaumburg	IL	60173	847-619-3929

Entity	Address	City	State	Zip	Telephone Phone
Hooters, Inc.	2042 E. Overland Trail,	Abilene	TX	79601	325-670-9967
Hooters, Inc.	1151 North Collins	Arlington	TX	76011	817-265-3861
Hooters, Inc.	622 Uptown Boulevard	Cedar Hill	TX	75104	972-291-5651
Hooters, Inc.	2201 North Lamar	Dallas	TX	75202	214-979-9464
Hooters, Inc.	4551 South Padre Island Drive	Corpus Christi	TX	78411	361-854-9464
Hooters, Inc.	985 S. I-35 East	Denton	TX	76205	940-442-6094
Hooters, Inc.	1170 Sunmount	El Paso	TX	79925	915-778-9464
Hooters, Inc.	1799 Joe Battle Blvd	El Paso	TX	79936	915-255-2581
Hooters, Inc.	4224 Preston Road	Frisco	TX	75035	972/720-9464
Hooters, Inc.	5350 Southwest Blvd.,	Ft. Worth	TX	76109	817/377-9464
Hooters, Inc.	4781 Bass Pro Drive	Garland	TX	75043	972-226-5527
Hooters, Inc.	2750 West Interstate 20	Grand Prairie	TX	75052	632-800-1710
Hooters, Inc.	98 Bass Pro Drive	Harlingen	TX	78552	956-425-0122
Hooters, Inc.	17599 Tomball Parkway	Houston	TX	77064	281-970-9464
Hooters, Inc.	20150 Highway 59 North	Humble	TX	77338	281-446-9464
Hooters, Inc.	22575 Katy Freeway	Katy	TX	77450	281-347-9464
Hooters, Inc.	1775 N. Central Expressway	McKinney	TX	75070	214-544-8003
Hooters, Inc.	3902 Towne Crossing Blvd.	Mesquite	TX	75150	972-329-9464
Hooters, Inc.	7669 Grapevine Hwy	N. Richland Hills	TX	76180	817-577-9464
Hooters, Inc.	2660 John Ben Shepperd Parkway	Odessa	TX	79761	432-362-5557
Hooters, Inc.	3656 E. Sam Houston Pkwy.	Pasadena	TX	77505	281-991-4668
Hooters, Inc.	15838 South Freeway	Pearland	TX	77584	713-436-0108
Hooters, Inc.	720 Central Expressway	Plano	TX	75074	972-422-9464
Hooters, Inc.	2700 South I-H 35	Round Rock	TX	78681	512-341-9464
Hooters, Inc.	13131 San Pedro	San Antonio	TX	78216	210-496-9464
Hooters, Inc.	8527 Wurzbach Rd.	San Antonio	TX	78240	210-558-9464
Hooters, Inc.	9802 Ingram Road	San Antonio	TX	78245	210-670-8127
Hooters, Inc.	15412 Interstate 35 N	Selma	TX	78154	210-946-4668
Hooters, Inc.	12759 S.W. Freeway	Stafford	TX	77477	281-242-9464
Hooters, Inc.	5101 N. State Line Avenue	Texarkana	TX	75503	903-794-2969
Hooters, Inc.	20790 Gulf Freeway	Webster	TX	77598	281-332-9464

EXHIBIT F

FINANCIAL STATEMENTS

HOA FUTURE FRANCHISING, LLC

FINANCIAL STATEMENT

As of December 28, 2025

And Report of Independent Auditor

Cherry Bekaert LLP

Your Guide Forward

HOA FUTURE FRANCHISING, LLC
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Cherry Bekaert LLP
Your Guide Forward

Report of Independent Auditor

To Management
of HOA Future Franchising, LLC
Clearwater, Florida

Opinion

We have audited the accompanying balance sheet of HOA Future Franchising, LLC (the "Company") as of December 28, 2025, the end of the initial accounting period of the Company, and the related notes to the financial statement.

In our opinion, the balance sheet referred to above presents fairly, in all material respects, the financial position of the Company as of December 28, 2025, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statement 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.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statement 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 the financial statement that is free from material misstatement, whether due to fraud or error.

In preparing the financial statement, 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 statement is available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's 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 generally accepted auditing standards 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 statement.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, 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 statement.
- 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 statement.
- 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.

Cherry Bekaert LLP

Tampa, Florida
April 28, 2026

HOA FUTURE FRANCHISING, LLC
BALANCE SHEET

DECEMBER 28, 2025

ASSETS		
Current Assets:		
Cash and cash equivalents	$	2,660,268
Royalties receivable		2,085,796
Total Current Assets		4,746,064
Total Assets	$	4,746,064
LIABILITIES AND OWNER'S EQUITY		
Current Liabilities:		
Accrued expenses	$	1,077,553
Distributions Payable		3,460,142
Total Current Liabilities		4,537,695
Total Liabilities		4,537,695
Owner's Equity:		
Retained earnings		2,891,265
Contributed capital		1,625,933
Distributions		(4,308,829)
Total Owner's Equity		208,369
Total Liabilities and Owner's Equity	$	4,746,064

The accompanying notes to the financial statement are an integral part of this statement.

Note 1—Organization and business

Organization – HOA Future Franchising, LLC (the "Company") was organized on October 10, 2025 as a limited liability company under the laws of the state of Delaware and is a wholly owned subsidiary of HOA Franchise HoldCo, LLC (the "Member"). The Company does business under the Company name and "Hooters". The Company franchises casual dining restaurants that offer a menu featuring chicken wings, seafood, burgers, other food and beverage offerings (including alcoholic beverages) and merchandise. The Company has offered Hooters franchises since November 2025, and has not directly operated any Hooters Restaurants, nor has it offered franchises in any other line of business. As of December 28, 2025 there were 193 franchised Hooters restaurants operating domestically and approximately 60 franchised Hooters Restaurants operating internationally.

Predecessor and Bankruptcy – The predecessor (and current affiliate) of the Company is HOA Franchising, LLC ("Predecessor'') offered franchises for Hooters Restaurants from 2014 to April 2025 and did not own or operate any Hooters Restaurants, although some of its affiliates did own and operate Hooters Restaurants. Predecessor did not offer franchises in any other line of business. On March 31, 2025, Predecessor and its affiliates (collectively, the "Debtors") filed voluntary chapter 11 bankruptcy petitions in the U.S. Bankruptcy Court. The Debtors entered into a restructuring support agreement (the "Plan") that, among other things, contemplated (a) the sale of some Hooters restaurants owned by Predecessor's affiliates in the United States to Hoot Owl and Hooters, Inc.; (b) the closure of the remaining Hooters restaurants owned by Predecessor's affiliates in the United States; (c) management of the Hooters brand by Hooters Brand Management LLC in accordance with the terms of the Brand Management Agreement; and (d) full discharge of the debtors' debts. On October 30, 2025, the Plan was approved. The Member contributed certain assets at inception to fund future operations. Such assets included cash and receivables which, due to their short term nature, were initially recorded at book value as book value approximates fair value.

Management – Pursuant to the bankruptcy plan, the Company and certain affiliates entered into a management agreement with Hooters Brand Management LLC ("HBM") whereby in exchange for a percentage of royalties received by the Company, HBM provides oversight and management of the Company, along with management of the Hooters brand and related intellectual property.

Note 2—Summary of significant accounting policies

Basis of Accounting – The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Fiscal Year – The Company's fiscal year ends on the last Sunday of December.

Use of Estimates – The 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 revenues and expenses during the period. Actual results could differ from those estimates.

Cash and Cash Equivalents – The Company considers all highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents. The Company places its cash and cash equivalents on deposit with financial institutions in the United States. The Federal Deposit Insurance Corporation covers $250,000 of substantially all depository accounts. The Company from time to time may have amounts on deposit more than the insured limits. As of December 28, 2025, the Company had approximately $2,410,000 in excess of these limits.

Note 2—Summary of significant accounting policies (continued)

Accounts Receivable – The allowance for credit losses is based on the Company's assessment of the collectability of customer accounts receivable. The Company makes ongoing estimates relating to the collectability of accounts receivable and records an allowance for estimated losses expected from the inability of its customers to make required payments. The Company establishes expected credit losses based on reasonable and supportable forecasts by evaluating historical levels of credit losses, current economic conditions that may affect a customer's ability to pay, and creditworthiness of significant customers. These inputs are used to determine a range of expected credit losses, and an allowance is recorded within the range. Accounts receivable are written off when there is no reasonable expectation of recovery. As of December 28, 2025, the allowance for credit losses de minimis.

Franchising Income – The Company generally receives a nonrefundable initial franchise fee of $50,000 for any new individual franchise agreement and $50,000 for area development franchise agreements. The Company offers a reduced franchise fee for multiple franchise locations under certain area development agreements, as defined in the Agreements .Such fees are considered by the Company to be in exchange for up-front services to establish and open the new franchise (“pre-opening services”). The Company recognizes revenue related to up-front initial franchise fees upon satisfaction of the performance obligation related to pre-opening services, generally when the franchised unit opens. The initial franchise fee is included in contract liabilities upon receipt and is deferred until the satisfaction of the performance obligation. Unrecognized or deferred franchise fees were de minimis at December 28, 2025.

Additionally, the franchise agreement allows for on-going sales-based royalties and advertising fund contributions. Franchisees are generally required to remit 1.0% and 6.0% of their net revenues, as defined, as royalties and advertising fund contributions, respectively, to the Company. The Company recognizes these sales-based royalties and advertising fund contributions at the point in time and in the period in which the related net revenues on which the royalty is calculated is earned in accordance with terms of the licensing agreement.

Accounting Pronouncements Not Yet Adopted – In July 2025, the Financial Accounting Standards Board issued Accounting Standards Update ("ASU") 2025-05 *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*, which provides: (1) all entities with a practical expedient, and (2) entities other than public business entities, with an accounting policy election when estimating credit losses for current accounts receivable and current contract assets arising from transactions accounted for under Topic 606. This ASU will be effective for the year ended December 27, 2026. Early adoption is permitted. The Company is currently evaluating the effect the adoption of this ASU will have on the financial statement and disclosures.

Subsequent Events – Management has evaluated subsequent events through April 28, 2026, the date which the financial statement were available to be issued.

Note 3—Related party transactions

Pursuant to the management agreement with HBM, the Company is required to remit a percentage of sales based royalties to HBM for management services, as described in the agreement. As of December 28, 2025, the Company had an outstanding balance due to HBM of approximately $381,197, which is included in accrued expenses on the accompanying balance sheet.

EXHIBIT G

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

STATE AGENCIES

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

CALIFORNIA
Commissioner of Department of Financial Protection & Innovation
Department of Financial Protection & Innovation
Toll Free: 1 (866) 275-2677

Los Angeles
Suite 750
320 West 4th Street
Los Angeles, California 90013-2344
(213) 576-7500

Sacramento

2101 Arena Boulevard
Sacramento, California 95834
(866) 275-2677

San Diego
1455 Frazee Road, Suite 315 San Diego, California 92108 (619) 525-4233

San Francisco
One Sansome Street, Suite 600
San Francisco, California 94104-4428
(415) 972-8559

HAWAII
Hawaii Securities Commissioner
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS
Office of Attorney General
State of Illinois
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA
Indiana Securities Division
302 West Washington Street
Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

MICHIGAN
Michigan Department of Attorney General
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building, 1st Floor
525 W. Ottawa Street
Lansing, Michigan 48909
(517) 373-7117

MINNESOTA
Minnesota Department of Commerce
Securities Section
85 7th Place, Suite 280
St. Paul, Minnesota 55101
(651)-539-1638

NEW YORK
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236

NORTH DAKOTA
North Dakota Insurance and Securities Department
600 East Boulevard Avenue
Bismarck, North Dakota 58505-0510
(701) 328-2910

OREGON
Department of Consumer and Business Services
Division of Financial Regulation
350 Winter Street NE, Suite 410
Salem, Oregon 97301
(503) 378-4140

RHODE ISLAND
Director of Business Regulations
State of Rhode Island
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, RI 02910
(401) 462-9500

SOUTH DAKOTA
Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON
Securities Division
Department of Financial Institutions
P. O. Box 41200
Olympia, Washington 98501-9033
(360) 902-8760

WISCONSIN
Wisconsin Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-9555

AGENTS FOR SERVICE OF PROCESS

CALIFORNIA
Commissioner of Department of Financial Protection & Innovation
Department of Financial Protection & Innovation
Toll Free: 1 (866) 275-2677

Los Angeles
Suite 750
320 West 4th Street
Los Angeles, California 90013-2344
(213) 576-7500

Sacramento

2101 Arena Boulevard
Sacramento, California 95834
(866) 275-2677

San Diego
1455 Frazee Road, Suite 315 San Diego, California 92108 (619) 525-4233

San Francisco
One Sansome Street, Suite 600
San Francisco, California 94104-4428
(415) 972-8559

HAWAII
Hawaii Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA
Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

MARYLAND
Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN
Michigan Department of Attorney General
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building, 1st Floor
525 W. Ottawa Street
Lansing, Michigan 48909
(517) 373-7117

MINNESOTA
Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

NEW YORK
Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

NORTH DAKOTA
Insurance Commissioner
North Dakota Insurance and Securities Department
600 East Boulevard Avenue
Bismarck, North Dakota 58505
(701) 328-2910

OREGON
Department of Consumer and Business Services
Division of Financial Regulation
350 Winter Street NE, Suite 410
Salem, Oregon 97301
(503) 378-4140

RHODE ISLAND
Director of Business Regulations
State of Rhode Island
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, RI 02910
(401) 462-9500

SOUTH DAKOTA
Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA
Clerk, State Corporation Commission
1300 East Main Street
First Floor
Richmond, Virginia 23219
(804) 371-9733

WASHINGTON
Director Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

WISCONSIN
Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-2139

EXHIBIT H

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA DISCLOSURE DOCUMENT

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

THE ANTITRUST LAW SECTION OF THE OFFICE OF THE CALIFORNIA ATTORNEY GENERAL VIEWS MINIMUM OR MAXIMUM PRICE AGREEMENTS AS PER SE VIOLATIONS OF THE CARTWRIGHT ACT.

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation.

California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1 states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

The following paragraphs are added at the end of Item 17 of the Disclosure Document under regulations promulgated under the California Franchise Investment Law:

California Law Regarding Termination and Non-renewal. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees 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.

Post-Termination Non-competition Covenants. The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the respective agreement. These provisions may not be enforceable under California law.

Applicable Law. The Franchise Agreement requires application of the laws of the State of Georgia These provisions may not be enforceable under California law.

Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations 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).

None of the franchisor, any person or franchise broker in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et. seq., suspending or expelling such persons from membership in such association or exchange.

The highest interest rate allowed by law in California is 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.

HAWAII DISCLOSURE DOCUMENT

The following paragraphs are added after Item 23:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENTS. YOU SHOULD REFER TO THE CONTRACT OR AGREEMENT 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, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 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.

ILLINOIS DISCLOSURE DOCUMENT

1. Illinois law governs the Franchise Agreement(s). Under Illinois law, a franchise agreement may not provide for a choice of law of any state other than Illinois. Accordingly, Items 17(v) and (w) are amended to state “none”

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

3. Your rights on 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.

MARYLAND DISCLOSURE DOCUMENT

1. Item 17 is amended by adding the following language:

   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.

   The 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.

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

2. 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.

3. 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.

MINNESOTA DISCLOSURE DOCUMENT

The following amends and supersedes any conflicting terms of the HOA Future Franchising, LLC's Minnesota Franchise Disclosure Document:

1. Item 13 of the Disclosure Document is amended to provide the following:

   We will protect your right to use our trademark, service marks, trade names, logotypes or other commercial symbols and indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding your authorized use of the same.

2. Item 17, summary column for (f) is amended to add the following:

   With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure), and 180 days' notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

3. Item 17, summary column for (m) is amended to add the following:

   Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act.

4. Item 17, summary columns for (v) and (w) are amended to add the following:

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

5. Minnesota Rule 2860.4400(D) prohibits us from requiring you to assent to a release, assignment, novation or waiver that would relieve any person from liability under Minnesota Statutes 80C.01 through 80C.22. The Franchise Agreement contains provisions requiring a general release as a condition of renewal or transfer of a franchise. Such release will exclude claims arising under Minnesota Statutes 80C.01 through 80C.22. In addition, no representation or acknowledgement by you in the Franchise Agreement is intended to or shall act as a release, assignment, novation or waiver that would relieve any person from liability under Minnesota Statutes 80C.01 through 80C.22.

6. You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rule 2860.4400J. Also, a court will determine if a bond is required.

7. Any limitations of claims sections must comply with Minnesota Statutes, Section 80.17, Subdivision 5.

8. NSF checks and related interest and attorney's fees are governed by Minnesota Statute Section 604.113, which puts a cap of $30 on initial service charges and requires notice and opportunity to cure prior to assessing interest and attorneys' fees.

9. Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

10. 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.

11. **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.

NEW YORK DISCLOSURE DOCUMENT

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 G OR YOUR PUBLIC LIBRARY FOR SOURCES OF 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 THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL ON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE STATED 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, that 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 Item 4:

   Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

   The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. 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.

6. 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.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor"**:

   However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. 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.

9. 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.

RHODE ISLAND DISCLOSURE DOCUMENT

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19- 28.1-1 through 19-28.1-34, the Disclosure Document for HOA Future Franchising, LLC LLC for use in the State of Rhode Island is amended as follows by adding the following language at the end of Item 17:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

VIRGINIA DISCLOSURE DOCUMENT

In recognition of the restrictions in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for HOA Future Franchising, LLC for use in the Commonwealth of Virginia is amended as follows:

1. 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 At o the laws of Virginia, that provision may not be enforceable.

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.

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

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

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

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

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

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

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

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

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

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

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.

EXHIBIT I

STATE EFFECTIVE DATES PAGE

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin. This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	April 30, 2026
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	April 30, 2026

Other states may require registration, filing or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT J

RECEIPTS

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 HOA Future Franchising, LLC offers you a franchise, it must provide this disclosure document to you: (a) 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; (b) in New York, at the earlier of: (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale; (c) in Iowa, at the earlier of: (i) your first personal meeting to discuss the franchise; or (ii) 14 days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale; or (d) in Michigan, at least 10 business days before the earlier of when you sign a binding franchise or other agreement or pay any consideration to us (or an affiliate of ours).

If HOA Future 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 applicable state agency listed on Exhibit G to this disclosure document.

Issuance date: April 30, 2026

The franchise sellers for this offering are _____, HOA Future Franchising, LLC,107 Hampton Road, Suite 200, Clearwater, Florida 33759, 770-951-2040.

I received a disclosure document dated April 30, 2026, that included the following Exhibits:

A. Franchise Agreement and Related Agreements
B. Development Agreement and Related Agreements
C. Other Agreements
D. Table of Contents of Manuals
E. List of Franchisees
F. Financial Statements
G. State Agencies, Agents for Service of Process
H. State Addenda to Disclosure Document
I. State Effective Dates Page
J. Receipts

_____	_____
Date	Signature of Prospective Franchisee
	_____
	Print Name
_____	_____
Date	Signature of Prospective Franchisee
	_____
	Print Name

Our Copy: Please sign, date, and return to us.

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_____	_____
Date	Signature of Prospective Franchisee
	_____
	Print Name
_____	_____
Date	Signature of Prospective Franchisee
	_____
	Print Name

Your Copy: Please sign, date, and keep in your records.