FRANCHISE DISCLOSURE DOCUMENT

Sauce N Toss Restaurants, LLC

An Illinois Limited Liability Company
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SAUCE N TOSS RESTAURANTS, LLC franchisees will operate a business to provide food and restaurant related services to patrons and customers.

The total investment necessary to begin operation of a SAUCE N TOSS Standard Franchise as an owner-operator is $308,000 - $420,600. This includes $25,000 that must be paid to the franchisor or its affiliates.

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 Ritesh Agarwal at the above email address and telephone number.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise", which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C.20580. You can also visit the FTC's home page at www.ftc.gov for additional information on franchising. There may also be laws on franchising in your state. Ask your state agencies about those laws.

Date of Issuance: April 15, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. Because the franchise is relatively new, there is no data available to show what other franchisees have earned.
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 A 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 SAUCE N TOSS business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a SAUCE N TOSS franchisee?	Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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.

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Special Risks to Consider About *This* Franchise

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

1. **Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Illinois. 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 Illinois than in your own state.

2. **Sales Performance Required**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise and loss of your investment.

3. **Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate the business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

4. **Financial Condition**. The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.

5. **Unregistered Trademark** The primary trademark that you will use in your business is not federally-registered. If the Franchisor's ability to use this trademark in your area is challenged, you may have to identify your business and its products/services by a different name. This change can be expensive and may reduce brand recognition of the products and ser:1ices you offer.

6. **Short Operating History**. This Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise with a longer operating history.

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

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NOTICE REQUIRED
BY
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 AGAINSTYOU.

Each of the following provisions may be 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 a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, 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 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

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

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

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Department of Attorney General, Consumer Protection Division, Franchise Unit, 525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor, Lansing, Michigan 48913; 517-373-7117

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

To simplify the language in this Disclosure Document, "Sauce N Toss" "SNT" "us" and/or "we" mean Sauce N Toss Restaurants LLC, the franchisor. "You" and "your" means the franchisee or the person or business entity that buys the franchise. We conduct business under the name Sauce N Toss and maintain our principal place of business at 4200 IL-173, Unit 10, in Zion, Illinois. We do not have any predecessors. Our agents for service of process are identified in Exhibit E.

We were incorporated in the state of Illinois in 2022 and plan to begin offering franchisee opportunities in 2023. We have not in the past and, as of the date of this Disclosure Document, do not plan in the future to sell franchises in any other lines of business. We have not operated any other type of business.

Because we are relatively new to the business of franchising our restaurant, we do not have a history of earlier franchise relationships upon which to draw or any predecessors. Our original restaurant opened in 2021 and is located in Zion, Illinois, where we developed our trademarks and other proprietary information.

Sauce N Toss is a restaurant that provides customers with high quality fast service foods. After opening our first store location in Zion, Illinois we have proudly served customers with our unique recipes, creations, branding, and experience.

We franchise the right to operate a business (a "SAUCE N TOSS Restaurant") which provides, within a territory ("Territory"), certain food service opportunities identified in the Franchise Agreement (collectively, "Restaurant Services"). Such services include the following specific services: (1) an assortment of highly classified wing sauces and preparation/presentment methods; (2) a unique service and supply methodology that allows for efficient service of various foods/beverages; (3) an assortment of foods, each with a recognizable recipe and presentment (including but not limited to chicken, chicken wings/tenders, burgers, chicken sandwiches, salads, fries, onion rings, etc.); (4) certain catering methods, (5) advertisements, marketing, and trademarks that distinguish Sauce N Toss from our competitors; (6) and other highly valuable methods and unique restaurant ideas that separates Sauce N Toss from its competitors. You will sign a Franchise Agreement in the form attached as Exhibit B (the "Franchise Agreement").

Information About Our Business and the Franchises Offered

If you sign a franchise agreement with us, you will develop and operate a store specializing in the preparation, presentment and/or Americana style cuisine under the trade name" Sauce N Toss."

Sauce N Toss offers its products and services to the general public and competes with other physical and internet-based establishments specializing in Americana style food, restaurants in general, and other food service businesses. The market is developed and very competitive although we feel that this style of food service is somewhat unique in most markets. For each future unit franchise, we will require you to sign our then-current form of franchise agreement, which may be different from the form of franchise agreement included in this disclosure document.

Sales are not seasonal and orders are placed throughout the year with volume depending on various external factors. You will compete against restaurants, supermarkets, and brick and mortar and online restaurant businesses. Some of these competitors are franchised.

Laws and Regulations

The restaurant industry has certain laws and regulations specific to it. The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and various state and local health departments administer and enforce laws and regulations that govern food preparation and service, waste disposal, and sanitary conditions. State and local agencies inspect restaurants for compliance with these requirements. Certain provisions of these laws impose limits on emissions resulting from commercial food preparation. Some states have also adopted or are considering proposals to regulate indoor air quality.

The menu labeling provisions of the Patient Protection and Affordable Health Care Act require restaurant chains with 20 or more units to post caloric information on menus and menu boards, and to provide additional written nutrition information to consumers upon request. For smaller chains, some states and local governments may require you to comply with laws relating to the labeling that is included on your menus, menu boards, and related materials. Some state and local authorities have also adopted, or are considering adopting, laws or regulations that would affect the content or make-up of food served in restaurants, such as the level of trans-fat contained in a food item.

If you sell beer and wine, you will need to obtain the applicable required license. State and local laws, regulations and ordinances vary significantly in the procedures, difficulty and cost associated with obtaining a liquor license, the restrictions placed on the manner in which alcoholic beverages maybe sold, and the potential liability imposed by dram shop laws addressing injuries directly and indirectly related to the sale of alcohol and its consumption.

Operation of a Small Business will require you to be aware of federal, state, and local regulations that are common to all businesses including federal, state, and local employment laws and regulations, specifically including minimum wage and wage requirements. We are not aware of any laws or regulations specific to the industry in which the franchise business operates.

You are solely responsible for investigating and complying with all applicable laws and regulations, despite any information that we may give you. You should consult with a legal advisor about legal requirements that may apply to your business.

Affiliates – we have no affiliates as of this time.

ITEM 2
BUSINESS EXPERIENCE

Ritesh Agarwal – President/CEO

- Sauce N Toss Restaurants LLC – December 2022 to the present, Zion, Illinois. Mr. Agarwal serves as its President.
- Asha Management LLC - February 2018 to the present, Chicago, Illinois (and surrounding suburbs). Mr. Agarwal serves as its managing member.
- Asharam Fez, Inc. (d/b/a Sauce N Toss) - April 2021 to the present, Zion, Illinois Mr. Agarwal serves as its President.

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ITEM 3
LITIGATION

Litigation Against Franchisees during the last Fiscal Year

No litigation is required to be disclosed in this Item.

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ITEM 4
BANKRUPTCY

No bankruptcy information must be disclosed in this Item.

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ITEM 5
INITIAL FEES

Document Preparation Fees

When we approve your franchise application for your first Store, you will pay us a $250 application and document preparation fee for your Franchise Agreement. You also must reimburse us for any out- of-pocket attorneys' fees that we incur in connection with awarding you a franchise on a case-by-case basis.

If/when you seek to enter into an additional Franchise Agreements, if approved, you will pay us an additional two hundred fifty dollars ($250) to prepare each subsequent Franchise Agreement and $250 for any amendment to any agreement that may be required.

Initial Franchise Fee

The initial franchise fees have been deferred. Our standard initial franchise fee is $25,000. When you sign your franchise agreement, you must pay us 50% of the agreed initial franchise fee. At least fourteen (14) days prior to paying any binder or signing a Deposit Receipt, we will provide you with a copy of this Disclosure Document, together with a copy of all proposed agreements relating to the sale. This binder is fully refundable if you do not purchase a Sauce N Toss franchise. After we receive your binder, we assist you with your search for your location, if assistance is requested. On the date you enter into your franchise agreement, the binder is applied against the initial franchise fee leaving a remainder of 50% to be paid at the time of signing the franchise agreement. The initial franchise fee is non-refundable. The initial franchise fee and the binder are uniformly charged, and may be negotiated depending on various factors that pertain to any individual franchise, including but not limited to the population density of proposed franchise location and the size of the restaurant.

Equipment Package Fee

In addition to the initial franchise fee and costs associated with the furnishing, fixtures hoods, vents, fryers, leasehold improvements, and/or other costs associated with the buildout of the physical location, you must purchase an initial Equipment Package, consisting of materials designated by us as further described in Item 7. The cost of the Equipment Package is estimated at between $60,000 and $90,000 plus taxes and applicable shipping costs, which is subject to change based on the amount of equipment your specific location requires. You will be directly responsible for purchasing all requisite kitchen equipment as determined by us, including but not limited to utensils, gloves, masks, hairnets, plates, thermometers, mops, brooms, cleaning goods, etc. The costs of the Equipment Package is uniformly charged and is nonrefundable, and may fluctuate based on the size of your store/kitchen.

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ITEM 6
OTHER FEES[3]

FEES	AMOUNT	DUE DATE	REMARKS
Royalties (Note 1, Note 2)	10% of gross sales	15th of each month for the Gross Billings for the previous month	We reserve the right to collect by electronic funds transfer (EFT)
Marketing advertising contribution (Note 1, Note 2, Note 3)	2% of Gross Sales or $550 a month, whichever is less. With 60 days' notice provided by us, your contribution can increase to a total of 3% of your Gross Sales.	15th of each month for the previous month	We reserve the right to increase the Marketing Cap and/or the percentage you pay, although in no instance will your Marketing Contribution exceed 3% of Gross Billings.
Third Party Vendors	Pass-through of costs, plus reasonable administrative charges. To be determined.	Varies	Payable in the event you or any of your employees are required to attend training and/or programs offered by a provider.
Credit Card Processing	Varies based on use of credit cards to perform transactions	As incurred	We have the right to require franchisees to use third-party vendors and suppliers that we designate.
Indemnification (Note 1, Note 2)	Will vary under circumstances and the facts/allegations surrounding each circumstance	On occurrence	You must indemnify us, against all losses and claims arising from the operation of your Business.
Late fee & interest; charge for payments returned for insufficient funds (Note 1, Note 2)	We may assess a late fee of $100 per day, and the outstanding balance will accrue interest at a rate of 10% per annum or the highest interest rate permitted by law (whichever is less). For payments provided by you that are returned due to insufficient funds (or otherwise refused to be honored for any reason), you shall pay SNT a charge of $50 (which may be increased each year by an amount not to exceed 10% of then-current	As incurred	Payable on all overdue amounts and late reports; payable upon notice of funds returned as insufficient

FEES	AMOUNT	DUE DATE	REMARKS
	amount) and reimburse SNT for expenses incurred because of insufficient funds.		
Costs and Attorney's fees (Note 1, Note 2)	Will vary under circumstances and the facts/allegations surrounding each circumstance	As incurred	You must reimburse us for fees and costs we incur from your failure to make payments, submit reports or failure to comply with the Franchise Agreement
Non-Compliance Fee (Note 1, Note 2)	$500	On demand upon occurrence	We may charge you $500 if your business is not in compliance with our system specifications or the franchise agreement and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you $250 per week until you correct such non-compliance or terminate the Franchise Agreement where applicable.
Online and Third-Party Ordering Fee (Note 2)	Currently none	As incurred	These charges may apply in the event we authorize the use of delivery services to transport food from your restaurant to customers. These fees would be paid directly to the third party responsible for facilitating the delivery.
Additional training (Note 1, note 2)	$600 per day	As incurred	The per diem rate is subject to be increased by SNT, but in no event will the per diem rate increase by more than $100 in any calendar year.
Transfer Fee (Note 1, note 2)	$5,000	On demand upon occurrence	The Transfer Fee is owed to us in the event you transfer the controlling interest of your Company.
Relocation Fee (Note 1, note 2)	$5,000	On demand upon occurrence	The Relocation Fee is owed to us in the event

FEES	AMOUNT	DUE DATE	REMARKS
			you relocate the site of your Store, other than in an instance where the relocation is due to a Force Majeure
Computer System Maintenance, Upgrades, and intra/internet connectivity (Note 2)	$1500	As incurred.	After purchasing a computer, you are required to install/maintain certain software as directed by us, and to maintain the computer to ensure its functionality. You will also be responsible for maintaining internet connectivity. These fees are paid to third parties and are not collected by us.
Additional site visits for approval; inability to agree upon a site location for your restaurant. (Note 1)	$500 per additional site visit/inspection; $5,000 for site location rejection/inability for you and SNT to agree upon a site.	As incurred	If, after your proposed site location does not meet our standards, we may charge an additional $500 for each subsequent site that we visit to determine whether it is acceptable. If we are unable to amicably agree upon a site location, we are entitled to retain $5,000 from the Franchise Fee.

Note 1: These fees will be imposed and collected by SNT. All fees are non-refundable.
Note 2: These fees are uniformly imposed upon all franchisees.
Note 3: There are no decisions or votes for which franchisor-owned stores will participate as it concerns fees regularly collected by SNT. The decisions concerning fees imposed and the use of those funds will be solely decided by SNT.

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ITEM 7
YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Initial Franchise Fee (Note 1)	$25,000	Lump sum	Half up front, balance due at signing of the Franchise Agreement	Us
Real Estate Lease, Deposits, Leasehold Improvements (Note 2)	$5,000 to $15,000	Lump sum	At signing, as incurred	Third parties
Fixtures, Supplies, Furniture, Vents, Hoods, Fryers (Note 3)	An amount that may exceed $110,000 - $160,000	Financing may be available, but not through us	As determined by and/or your financer. These items need to be purchased before opening.	Third parties
Equipment Package	$60,000 to $90,000	Lump sum	Before opening	Third parties
Opening inventory	$15,000 - $20,000	Lump sum	At signing of Franchise Agreement	Us
Utility Deposits (Note 4)	$2,000 - $4,000	As arranged	As incurred	Third parties
Insurance dues and subscriptions (Note 5)	$3,000 - $6,000	As arranged	As agreed between you and third party	Third parties
Licenses and Permits (Note 6)	$3,600 - $5,600	Lump sum	As agreed between you and third party	Third parties
Tools, Supplies, Office Equipment, Computer System (Note 7)	$75,000	Lump sum	Before opening	Third parties
Additional funds (three months) (Note 8)	$8,800 - $20,000	As incurred	As incurred	Employees, suppliers, utilities, miscellaneous expenses
TOTAL ESTIMATED INITIAL INVESTMENT	$308,000 - $420,600			

Notes:

Except where noted otherwise, all amounts that you pay to us are nonrefundable. Third party

lessors and suppliers will decide if payments to them are refundable. Neither we nor any of our affiliates offer any financing for your initial investment.

1 Initial Franchise Fee. The payment of the initial franchise fee is discussed in detail in Item 5 of this Disclosure Document and in the Franchise Agreement. We will be deferring this payment until such time that we have performed our obligations under the Franchise Agreement and as evidenced by the fact you have commenced doing business pursuant to the Franchise Agreement.

2 Real Estate/Real Estate Security Deposit and Leasehold Improvements.
A typical new Sauce N Toss® Store generally occupies no less than 1300 square feet of indoor space for an in-line or end cap unit. A lease normally requires payment of the first month's rent and a deposit equal to a second month's rent. The levels of rent vary widely from area to area and for different locations within the same area. Sauce N Toss® Store can be located in strip shopping centers, shopping malls, freestanding units, and other venues in metropolitan and suburban areas. A location within a mall or large shopping center may be smaller but require higher rent. You should investigate all these costs in the area where you wish to establish Your Store. Site costs depend on location, size, visibility, economic, accessibility, and competitive market conditions. We expect that you will rent your location. It is possible however, that you might choose to buy, rather than rent, real estate on which a building suitable for the Store already is constructed or could be constructed. Because numerous variables affect the value of a particular piece of real estate, this initial investment table does not reflect the potential purchase cost of real estate or the costs of constructing a building suitable for the Store.
The cost of purchasing or leasing and developing a site for a Sauce N Toss® franchise may vary considerably depending on such factors as geographic location, size, materials expense, subcontractor expense, tenant landlord improvement allowances, and the local real estate market. Depending on the floor plan, you will need a space at least 1300 square feet. You will pay all construction expenses, including the cost of all required site work, leasehold improvements, and permitting expenses, using a contractor that is determined and/or approved by us. The high estimated amount is dependent on the extent of build out required. We will provide you with mandatory specifications and layouts for your Sauce N Toss® franchise location, including requirements for dimensions, design, image, interior layout, decor, fixtures, color scheme and other suggestions. You must have prepared, all at your expense, all required construction plans and specifications to suit the shape and dimensions of the franchise location and must ensure that the plans and specifications comply with all applicable federal, state, or local laws, codes, regulations, ordinances, building codes and permit requirements and with lease requirements and restrictions. A lower figure may be available in instances where the landlord bears many of these costs, which might then be included in the rent.

3 Equipment, Furniture, Supplies and Fixtures. These fees include required Store equipment, fixtures, furniture, point-of-sale system, digital menu system and display monitors, management computer, interior décor, and small wares including small kitchen appliances, kitchen utensils, silverware, glassware, and tableware supplies. The investment amount might increase depending on additions such as additional square footage for your Store, additional seating, and signage. These costs are solely your responsibility. We will provide insight, suggestions, and approved contractors/vendors to accomplish the necessary buildout but will not be responsible for the payment, collection, or distribution of any costs associated with the furniture and/or fixtures.

4 Utility Deposits/Licenses. You will need to provide deposits for your utilities. The amounts of these deposits will vary depending on the practices of your utilities. You must also register your business with the local county along with a fictitious name and other requirements of your local or state government. Each of these entities may charge a fee for your registration and/or certain taxes. The estimates in this table assume that you do not sell beer and wine. You are not required to serve beer and wine, but you may do so. The cost of a license to serve beer and wine, or to serve all alcoholic beverages, will vary widely by the jurisdiction in which your business is located. If you plan to serve alcoholic beverages, you should investigate the costs and other requirements of the appropriate licenses in your jurisdiction.

5 Insurance, Dues, Subscriptions. The cost of insurance varies depending on many factors. You should contact your insurance agent and obtain an estimate of your actual insurance costs. You are obligated under the Franchise Agreement to hold certain business insurance policies including comprehensive general liability policy, a policy covering "all risk" of physical loss, hired and non-owned auto insurance and additional policies as may be required under your local laws or ordinances. We also recommend that you obtain worker's compensation, cyber liability, data security and business interruption insurance. The amount listed in this table reflects our estimate of basic insurance for your first six months of operation. Your expenses will vary depending on your exact requirements as dictated by your landlord and/or local insurance rates. Dues and Subscriptions are costs associated with joining the chamber of commerce and other related industry associations and groups you will join as part of promoting the franchised business in your local market.

6 Licenses and Permits relates to the costs associated with obtaining necessary permitting and licensing you will need in order to operate the food service business. These costs will be paid to your city, state, and other authorities.

7 Tools, Supplies, Office Equipment, Computer System: includes tongs, gloves, trays, baskets, cups, straws, spatulas, mops, brooms, garbage cans, dispensers, napkins, wipes, thermometers, buckets, peelers, knives, serving spoons, measuring cups, cutting boards, totes, skimmers, scrappers, scales, labels/label makers, cleaning utensils, and other necessary tools and equipment needed to run the business, including the person computer and the accompanying software you are responsible for purchasing/maintaining. It is imperative you use the items designated by us and/or supplied directly by us (with you being obligated to pay us in advance of order) in order to facilitate and ensure a uniform product and experience.

8 Capital and additional funds. You will need capital to support your ongoing expenses, e.g. payroll and utilities, to the extent that these costs are not covered by sales revenue when you first open. This figure does not include sums necessary for living or personal expenses nor payments for any debt service you may have. We estimate the amount given will be sufficient to cover on-going expenses for the start-up phase of your business that we calculate to be up to six months. Our estimate is based on our good faith calculations from our current Sauce N Toss® Store location in Zion, Illinois. Your costs will depend on factors such as how much you follow our System and procedures, your management skills and experience, your business skills, local economic conditions, the prevailing wage rate, the local market for the Store, competition and sales levels reached during the start-up phase.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To help assure a uniform image and uniform quality of products and services in all SAUCE N TOSS RESTAURANTS businesses, you must maintain and comply with our quality standards. Although you are not required to purchase or lease real estate from us, the location of your restaurant/business is subject to our approval. You must purchase for use in your business (the "Business") specific categories of food, beverages, goods, services, supplies, equipment and inventory according to specifications (including brand specifications) issued and/or instructed by us from time to time. These purchases include a computer system, serving containers, raw food goods (including perishable and nonperishable items), branded drinks, signage (including specific fonts/color schemes). From time to time, we may designate a single supplier for a product or service, and that single supplier may be us, an affiliate, or a third party. We may require you to use, offer and/or promote, and maintain in stock in such quantities as are needed to meet reasonably anticipated consumer demand, certain proprietary products, materials, and/or equipment ("Proprietary Products"). You may buy Proprietary Products only from us (if we sell them) or our designated manufacturer or supplier. As of the date of this Disclosure Document, we create and provide Proprietary Products that you must purchase from us and offer at your store. You are required to place orders for raw foods/materials and goods through us directly. You are not required to purchase products which are not Proprietary Products from us or any supplier, but the items you purchase must satisfy our specifications and receive Our approval and/or permission prior to your purchase of the same.

To determine whether the proposed supplier of any non-Proprietary Products meets our specifications and receive our approval, we will independently investigate the proposed seller/distributor, ensure the products encourage and allow for strong degree of uniformity between all of our franchise locations (including but not limited to ensuring consistency across brands of certain products), and will approve or deny the supplier within sixty calendar days of your disclosure of the same. We will notify you in writing of our approval or denial. In the event we approve of a supplier of your choosing, we do not charge a fee; however, we reserve the right to revoke the approval of the supplier at our sole discretion. We do not share any other criteria considered when we approve suppliers to be designated with our franchisees. We will consider any issues, complaints, or constructive feedback from you in our decision to continue using any specific supplier for non-Property Products and/or branded products.

All products utilized by the Business/you in providing food/customer experiences must meet our specifications. You may purchase approved brands of inventory from us or from any other supplier.

The other items used in the operation of the Business also may be subject to our specifications. These items may be purchased from us or from any other supplier. Specifications are included in the Franchise Agreement and may be provided to you in other written communications from us.

Generally.

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software real estate, or comparable items related to establishing or operating your business (1) either from us, our designee, or from

suppliers approved by us: or (2) according to our specifications.

We estimate the proportion of required purchases and leases to be made by you in establishing the business and while operating the business to be sixty-five percent (65%) of your expenses.

Specific Obligations.

The following are our current specific obligations for purchases and leases:

A. Real Estate. Your business location is subject to our approval and must meet our specifications. Each Store must be constructed or remodeled to Our specifications. You must obtain Our written approval of any proposed alterations to Our specifications before any work is started. You must improve and equip the building from which you operate the Store in accordance with our then current approved design specifications and standards. In addition to meeting our design specifications and standards, it is your responsibility to ensure that your building plans comply with the Americans with Disabilities Act and all other federal, state, or local laws.

B. Insurance. You must obtain insurance as described in the franchise agreement ,which at a minimum, includes: **(a)** "all risk" property insurance, including business interruption insurance, customarily obtained by similar businesses in the Store's principal trade area; **(b)** comprehensive general liability insurance, including products and contractual, in an amount of not less than $2,000,000 per occurrence; and **(c)** workers' compensation insurance in amounts required by applicable law or, if permissible under applicable law, any legally appropriate alternative providing substantially similar compensation for injured workers satisfactory to SNT. SNT reserves the right to unilaterally modify the types of coverage and/or minimum coverage requirements set forth above as market or industry conditions warrant. Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation.

The general liability insurance policy must name us as an "Additional Insured—Grantor of Franchise" for claims arising from your Store's operation. You should investigate the area in which you will operate to determine whether this insurance coverage is appropriate for your operations. You should consult with an insurance advisor to decide the coverage that is best for you. A copy of the current insurance policy must be provided to us at all times.

C. Equipment Package. You will be responsible for purchasing an initial Equipment Package through our designated suppliers. The package contains substantially all of the equipment, appliances, furniture, fixtures and signage you will need to begin operation. The equipment package is further described in Schedule A attached to the franchise agreement.

D. Food Supplier. We have entered into supply agreements with suppliers of food products and other items used in stores. The suppliers also may sponsor events and/or rent booths at our franchisee meetings and may advertise in publications issued by us. Except as disclosed above, we derive no revenue or other material benefit from suppliers that provide products or services to our franchisees. We do not provide material benefits to our franchisees based on a franchisee's use of an

approved source. We have negotiated and will receive from our raw goods food supplier a rebate of between 6% and 10% (based on total quantities) for those goods we order on behalf of our franchisees. SNT does not currently have any revenues. SNT does not have any revenues or percentage of total revenues from any of the required purchases or leases to date.

E. Phone Services. You are responsible for securing fast, safe, and reliable phone services to service the Business.

F. Internet Services. You must secure fast, safe, and reliable internet connections to service the Business.

G. Website/Online Menu. We have created a website that you will use for your franchise, and we will collect fees associated with the maintenance, upkeep, and other costs associated with the website. During the last fiscal year.

Except as described above, neither we nor any affiliate is currently a supplier of any good or service that you must purchase, although we reserve the right to be a supplier (or the sole supplier) of a good or service in the future. You may be required to purchase from Us in the future software, Internet, and multi-area marketing programs, and to participate in these programs. There are no such requirements at this time, and we estimate based on present circumstances, that these required purchases will be less than one percent of Your purchases and leases.

H. Suppliers. We may periodically provide you with a list of approved suppliers for raw goods/equipment/services and other items. We may alternatively place all orders for raw goods/materials and collect the amounts owed directly from you. We may modify the standards and specifications for these items from time to time. You must use our approved suppliers as these have been identified as suppliers who meet our approval specifications. In the future, we may require different procedures to be followed for requests for approval of brands. We may charge you reasonable fees for evaluating proposed brands and may impose reasonable limits on the number of approved brands of any product or piece of equipment.

We have established purchasing arrangements to provide better service and cost savings to our franchisees.

Franchisees may purchase on a voluntary basis items such as stationery, marketing materials, uniforms, and other products through us. A mark-up ranging from 0 to 20% is applied to products and equipment purchased by franchisees through us. The amount of the mark-up is based upon amounts necessary to cover overhead, billing and stocking costs. In order to anticipate the needs of our franchisees, if you purchase from us, we may request that you give notice of intent and a commitment to purchase through us. This notice and commitment must be given by you if requested by us.

Except as described in this Item 8, neither we nor our affiliates receive any payments from any suppliers because of their transactions with our franchisees. We may negotiate other purchase arrangements with suppliers for your benefit for uniforms, forms and marketing services. We do not provide any material benefits to you based on your use of designated or approved sources. There are no purchasing or distribution cooperatives.

No officers of the franchisor owns an interest in any approved supplier as of the date of this Disclosure Document.

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ITEM 9
FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT / AREA DEVELOPMENT AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
a. Site selection and acquisition/lease	Sections 3.1, 3.2 and 3.3 of Franchise Agreement	Items 7 and 11
b. Pre-opening purchases/leases	Sections 3.3 and 3.4 of Franchise Agreement	Item 7
c. Site development and other pre-opening requirements	Sections 3.4, 3.5 and 6.6.3 of Franchise Agreement	Item 11
d. Initial and ongoing training	Section 5 of Franchise Agreement	Item 7 and 11
e. Opening	Section 3.5 of Franchise Agreement	Item 11
f. Fees	Section 4 of Franchise Agreement	Items 5, 6, and 7
g. Compliance with standards and policies/Operations Manual	Section 6 of Franchise Agreement	Item 11
h. Trademarks and proprietary information	Section 7 of Franchise Agreement	Item 13
i. Restrictions on products/services offered	Sections 6.3 and 6.5 of Franchise Agreement	Item 16
j. Warranty and customer service requirements	Section 6 and 15 of Franchise Agreement	None
k. Territorial development and sales quotas	Section 2.B and 5.M of Franchise Agreement	Item 12
l. Ongoing product/service purchases	Section 6.5 of Franchise Agreement	Item 8
m. Maintenance, appearance and remodeling requirements	Section -- of Franchise Agreement	Item 11
n. Insurance	Section 10.2 of Franchise Agreement	Item 7
o. Advertising	Section 8 of Franchise Agreement	Items 6 and 11

p. Indemnification	Section 10.3 of Franchise Agreement	Item 6
q. Owner's participation/management/staffing	Section 6 of Franchise Agreement	Items 11 and 15
r. Records/reports	Section 9 of Franchise Agreement	Items 6 and 11
s. Inspections/audits	Sections 9.5 of Franchise Agreement	Items 6 and 11
t. Transfer	Section 11 of Franchise Agreement	Item 17
u. Renewal	Section 2.2 of Franchise Agreement	Item 17
v. Post-termination obligations	Sections 12 and 13 of Franchise Agreement	Item 17
w. Non-competition covenants	Sections 14.1 and 14.2 of Franchise Agreement	Item 17
x. Dispute resolution	Section 18 of Franchise Agreement	Item 17
y. Other	None	Not Applicable

ITEM 10 FINANCING

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

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

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

Pre-Opening Obligations

Before you commence operating your Business, we will:

1. Designate your Territory (Section 3.1 of the Franchise Agreement).

2. Provide initial training as described in more detail in this Item 11 (Section 5.1 of the Franchise Agreement).

3. Provide you with lists of Proprietary Products and approved suppliers (Section 6.4 of the Franchise Agreement).

Post-Opening Obligations

During the operation of your Business, we will:

1. Provide updates to the lists of Proprietary Products and approved suppliers (Section 6.5.3 of the Franchise Agreement).

2. Periodically inspect or review your Business to ensure compliance with the Franchise Agreement (Section 6.8 of the Franchise Agreement).

Computer System

You must purchase, use and maintain a personal computer system (the "Computer System") as specified by us in writing for use in connection with your Business. We may designate, and you must use certain computer software including, without limitation, the currently recommended version of QuickBooks. We estimate the cost for a computer to be $1,000 to $2,000. You must purchase any upgrades, enhancements or replacements to the Computer System and/or hardware and software that we may require, for which we estimate the annualized cost to be $100 to $200. We will have access to the Computer System and the information and data stored on and produced by the Computer System. At your cost and expense, you must subscribe to the SAUCE N TOSS intranet web site, or successor system established. You must also maintain membership in a third-party internet service provider and/or network, which may be designated by us for the purpose of implementing, transmitting, collecting and maintaining any information or data exchange system. We reserve the right to have unlimited independent access to the information on the computer system. There are no contract limitations on our right to access the information.

Currently we do not charge an ongoing Technology Fee, but we reserve the right to charge such a monthly fee in the future as we add to, enhance or upgrade the technology. This monthly Technology Fee will cover the use of, maintenance and support for the software and other technology you are required to use. When launched, the fee is expected to be a monthly amount equal to $500-$750 (with the exact amount based on number of users, number of customers, number of employees and number of transactions). We will provide you with at least 60 days' notice of the initiation of the Technology Fee and any increases to

the monthly fee, although the fee will not increase by more than 50% during any 12-month period.

You must have Internet access with a form of high speed connection as we require and you must maintain a dedicated email account for the SAUCE N TOSS Business, separate from any personal or other email account. You must purchase any upgrades, enhancements or replacements to the Computer System and/or hardware and software that we may from time to time require.

Marketing Contribution, Advertising

As of the date of this Disclosure Document, you pay a monthly Marketing Contribution in an amount equal to the lesser of 2% of Gross Billings or a "Marketing Cap" of $550 per month to a marketing fund (the "Fund") established by us. We reserve the right to increase the amount of the percentage you are required to pay and/or the Marketing Cap, upon 60 days' notice, but in no event will the Marketing Contribution exceed 3% of Gross Billings (which means that we can increase the Marketing Cap of $550 up to an amount equal to 3% of Gross Billings, which means you may pay more than $550 depending on your Gross Billings).

All franchisees must contribute towards the Fund, and all franchisees must contribute the lesser of 2% of Gross Billings or $550 per month to the Fund (unless increased to 3%, as stated above). From time to time, at our discretion, we will also contribute towards the Fund as we deem necessary.

We administer the funds. The Marketing Contribution is not a trust or escrow account, and we do not have any fiduciary obligations with respect to the funds collected. If all of the marketing fees are not spent in the fiscal year in which they accrue, the remaining amounts are retained in the funds for use in the following years. We may use the funds for various purposes, including, but not limited to: (1) salaries, benefits and any other payments made to employees/team members or any other individual or entity providing services to the Fund; (2) broadcast or print advertising; (3) the creation, development and production of advertising and promotional materials; (4) any marketing or related research and development; and (5) advertising and marketing expenses, including services provided by advertising agencies, public relations firms or other marketing, research or consulting firms or agencies, menu designs, customer incentive programs, sponsorships, marketing meetings and sales incentives, development of our website and intranet system, Internet access provider costs, subscriptions to industry newsletters or magazines, and administrative costs and salaries for marketing support personnel.

We do not make financials statements from the Fund available for review by any franchisee.

We determine the use of the monies in the funds. We are not required to spend any particular amount on marketing, advertising or promotion in the area in which your Business is located. We oversee the advertising program and use the funds to create marketing materials and conduct national, regional or local advertising as we determine appropriate. Although we do not have an advertising council, we do have the right to form, change or dissolve any advertising council. We will prepare an annual unaudited accounting of the funds and will make it available for your review upon your written request. We may use an outside national, regional, or local advertising agency and we anticipate using local and regional media and the internet. We may be reimbursed for administrative costs and overhead incurred in administering the funds. No portion of the marketing collection will be used for the solicitation of franchise sales.

In addition to the marketing contributions, you also must use your best efforts to promote and advertise your Business. You may only use your own marketing material if we have approved it before its use. We will notify you of our approval within 30 days after the marketing material is submitted. If we do not notify you of our approval within 30 days of the marketing material being submitted then the marketing material will be deemed unapproved.

You must obtain our written approval of all promotional and marketing materials prior to their use.

Although we do not currently do so, we reserve the right to require advertising or marketing cooperatives to be formed, changed, dissolved or merged in our sole determination.

Site Selection

You will select the site for your Business, subject to our reasonable approval. The factors in our approval process are central location, appropriate zoning, amount of competition, and accessibility for employees. We generally decide on proposed sites within ten business days. Generally, we do not own the premises or lease any premises to our franchisees. If we are unable to amicably agree upon a site for you to open your restaurant, we are entitled to retain $5,000 from the Franchise Fee to compensate us for the time, resources, and other fees associated with the process and the Franchise Agreement shall terminate. You will receive the remaining balance of the Franchise Fee, less the $5,000, in the event we are unable to agree upon a site location.

Time of Opening

The typical length of time between the signing of the Franchise Agreement and the opening of the Business is 4 to 6 months. You must complete the initial training before opening your Business. Some factors that may impact the time period include your ability to obtain/secure a lease or purchase of property, building permits, zoning and local ordinances, supply chain issues, issues with contractors, and/or delayed installation of equipment, fixtures and/or signs (regardless of whether the delay is no fault of your own).

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Training

We provide a training program for our franchisees. Before the opening of the Business, you must have successfully completed our training program. If you plan to use a manager as a primary operator of the business rather than you as the owner-operator, then your manager must also successfully complete our training program. The initial training is approximately 5 days. The training program must occur at least one month before opening of your Business at a time designated by us. The program will be held at our offices as well on-site at your store. The following chart outlines our initial training program.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON- THE-JOB TRAINING	LOCATION
Franchise System	2	*	Our original restaurant in Zion, Illinois
Support Programs	2	*	Our original restaurant in Zion, Illinois
Products/ Services	3	*	Our original restaurant in Zion, Illinois
Marketing and Sales	2	*	Our original restaurant in Zion, Illinois
Customer Service	2	*	Our original restaurant in Zion, Illinois
Personnel	1	*	Our original restaurant in Zion, Illinois
Financial Management	2	*	Our original restaurant in Zion, Illinois
Office Administration	1	*	Our original restaurant in Zion, Illinois
Computer Operations	3	*	Our original restaurant in Zion, Illinois
Safety	4	*	Our original restaurant in Zion, Illinois
Floor Training	3	*	Your Location
Equipment Operations	4	*	Your Location
Follow up Training in the Subjects Listed Above Prior to Opening	0	18	Your Location
TOTAL EST. HOURS	**30**	**18**	

The instructor will be Ritesh Agarwal, founder of Sauce N Toss, or a qualified designee of ours.

In addition to the initial training program, you must attend, at your expense, all annual franchise conventions and all meetings relating to new services or products, new operational procedures or programs, training, business management, sales or sales promotion, or similar topics, including any system-wide teleconferences or web-conferences, should such events occur and be required by us at our sole discretion. Although we do not currently do so, we reserve the right to charge you a fee to attend any franchise conventions, meetings, programs or other trainings we require. You are responsible for all travel and living expenses for people from your organization that attend such conventions, meetings, programs, and training sessions.

Any training provided by us to any of your workers will be limited to training or guidance regarding the delivery of approved services to clients in a manner that reflects the customer and client service standards of the SAUCE N TOSS system. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your workers. You are solely responsible for ensuring that your workers receive adequate training.

The training will primarily take place at our original store, located in Zion, Illinois, and will occur any time a new Franchisee is preparing to open a new site. Training will take place at our restaurant both during hours of operation for the purposes of teaching on-the-job skills, and during off hours.

The instructions will be presented by Ritesh Agarwal, who has more than five years of experience in consulting on behalf of restaurants and chain restaurants, including supply management, operations, finance, and staff management. Mr. Agarwal is the founder and president of SNT. There are no written materials currently available or required for training.

You must send a designated store manager to attend and successfully pass the training portion to our satisfaction. Training is mandatory and must occur at least 30 days prior to the opening of your store.

You will be required to attend, through your designated agent, additional training and/or educational conferences as we deem necessary, and you will be responsible for the fees associated with any additional conferences or training sessions.

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ITEM 12
TERRITORY

A geographic territory (the "Territory") will be identified in Schedule A to the Franchise Agreement when you sign it. The location of your Territory will be decided on by discussions between you and us. The size of your Territory will be based upon the opportunities within the Territory to restaurant services. The minimum territory will be a five-mile radius from the center point. You will have protected rights within your Territory to operate your business (as defined in the Franchise Agreement) under the SAUCE N TOSS marks. During the term of the Franchise Agreement, we will not, without your consent, offer or provide a competing franchisee using the "SAUCE N TOSS" mark within your Territory, and we will not license others to do so. We do retain the right to use other channels of distribution (e.g. the Internet, catalog, telemarketing, direct marketing) inside your Territory using our Marks or other trademarks. We do not have to pay you for exercising our rights. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, from other channels of distribution or competitive brands that we control.

Continuation of your franchise rights and Territory does not depend on the achievement of a certain market penetration or other contingency. However, if you do not meet minimum annual Gross Billings, we have the right to terminate the Franchise Agreement. The minimum annual Gross Billings are: (1) $50,000 for the first year of operation; (2) $100,000 for the second year of operation; and (3) $200,000 for the third year of operation and each subsequent year. You do not receive the option to acquire additional franchises unless you sign another franchise agreement or an Additional Territory Option Agreement with us.

We expressly reserve the exclusive, unrestricted right, direct and indirect, and through licenses and franchisees to:

(i) establish and/or license others to establish franchised or company-owned SAUCE N TOSS businesses at any location outside the Territory regardless of the proximity of such business to your Territory;

(ii) advertise, market, promote and provide any goods and services under trademarks, service marks, trade names and other commercial symbols other than the Marks, at any location, within or outside the Territory, and to solicit prospective customers, including property management companies, for such goods and services wherever they may be located;

(iii) merge with, acquire or become acquired by any businesses, including competitive businesses, which businesses operate under trademarks other than the SAUCE N TOSS Marks and may offer or sell products and services that are the same as or similar to the products and services offered at or from your SAUCE N TOSS Business, and which may be located anywhere inside or outside the Territory; and

(iv) sell and distribute for ourselves and/or license others to sell and distribute within and outside the Territory, products or services the same as or different from the products and services offered from your SAUCE N TOSS Business, and which are offered and distributed under marks different than the Marks.

You may not solicit or accept orders from outside your Territory without our prior consent, or use other channels of distribution such as the Internet, catalog sales, telemarketing, or direct marketing to make sales outside your Territory with our consent or without adherence to our policies and procedures.

The franchise will be for a location to be approved by SNT.

You may relocate the Store only with SNT's prior written consent. SNT will grant its consent if your lease expires or terminates through no fault of yours, or if the Store premises is destroyed or materially damaged by a Force Majeure event and you are not in default of this Agreement or any other agreement between you and SNT. If the relocation occurred as a result of a Force Majeure event, the Store must be open for business at the new location within 180 days of closing at the previous location.

If you request to relocate your Store for any other reason that is not the result of a Force Majeure event ("**Requested Relocation**"), then your Requested Relocation will only be granted at SNT's sole discretion. You will be solely responsible for all relocation costs and expenses, which may include reimbursement to SNT for reasonable attorneys' fees associated with the relocation.

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ITEM 13
TRADEMARKS

Under the Franchise Agreement, we grant you the nonexclusive right to use the Marks in connection with the operation of your Business. The following Marks have been submitted for approval to the Principal Registry of the United States Patent and Trademark Office:

Mark	Registration No.	Serial No./Date of Registration
 Sauce & Toss The Wing Bar (design)	TBD	97181080 / December 20, 2021

We claim common law trademark rights for all of the Marks. We have filed or intend to file all required affidavits and renewals for the Marks noted above. We have not yet received approval of any trademarks with the United States Patent and Trademark Office.

The above trademark was filed as a "currently in use" application, Serial number 97181080. We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Recently, the examining attorney advised there are two other pending applications that, if they are registered, would cause SNT to file a memo addressing the "likelihood of confusion," which is not a standard/basic response to address.

The two potential trademarks: "TOSSED + SAUCED"

(https://tsdr.uspto.gov/#caseNumber=97173824&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch)

and "SAUCE AND TOSS"

(https://tsdr.uspto.gov/#caseNumber=88054413&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch).

You must follow our rules when you use the Marks, including giving proper notices of trademark and service mark registration and obtaining fictitious or assumed name registrations required by law. You may not use any Mark (a) in your corporate or legal business name; (b) with modifying words, terms, designs, or symbols (except for those we license to you); (c) in selling any unauthorized services or products; or (d) as part of any domain name, homepage, electronic address, or otherwise in connection with a website.

Your use of the Marks and any goodwill is to our exclusive benefit, and you retain no rights in the Marks. You also retain no rights in the Marks upon expiration or termination of your Franchise Agreement. You are not permitted to make any changes or substitutions of any kind in or to the use of the Marks unless we direct in writing. We may change the System presently identified by the Marks, including the adoption of new Marks, new products, new services, or new techniques, and you must adopt the changes in the System as if they were part of the Franchise Agreement at the time of its execution. You must comply within a reasonable time, at your expense, if we notify you to discontinue or modify your use of any Mark.

There are currently no material determinations of the U.S. Patent and Trademark Office ("USPTO"), the Trademark Trial and Appeal Board, or any state trademark administrator or court; or any pending infringement, opposition, or cancellation proceedings involving the principal Marks. There is no pending material federal or state court litigation regarding our use or ownership rights in any trademark.

There are no currently effective agreements that significantly limit our rights to use or license the use of these trademarks.

We will protect your right to use the Marks against claims of infringement or unfair competition arising out of your proper use of the Marks. You must promptly notify us of the use of, or claim of rights to, a trademark identical or confusingly similar to our Marks, or of any use or infringement of which you are aware or any challenge or claim arising out of your use of any Mark. We have the right to determine whether or not we will take affirmative action when notified of these uses or claims and the right to exclusively control any litigation or proceedings. You are required to assist us, without compensation, in the prosecution of such litigation or proceedings. We will be responsible for our fees and expenses with any such action, unless the challenge or claim results from your misuse of the Marks in violation of the Franchise Agreement, in which case you must pay us for our costs and expenses.

We know of no superior prior rights or infringing uses that could materially affect your use of the trademarks in the state where your franchise business will be located.

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ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

As of the date of this Disclosure Document, we do not own any rights in or to any patents, patent applications or copyrights that are material to the franchise. We claim copyright protection for our publications and promotional materials, although we have not registered any of the materials with the U.S. Copyright Office. These materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement, Operations Manual if/when one becomes available, and other communications that we provide to you. We reserve the right to register any of our copyrighted materials at any time we deem appropriate.

There currently are no effective determinations of the Copyright Office (Library of Congress), USPTO, Board of Patent Appeals & Interferences, or any court, or any pending infringement, opposition or cancellation proceedings or any pending material litigation involving any patents or copyrights.

There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. We are not required by any agreement to protect or defend any patent, trademark, or copyright.

We know of no superior prior rights or infringing uses that could materially affect your use of the copyrights in the state where your franchise business will be located.

All ideas, concepts, techniques, or materials concerning the operation of a SAUCE N TOSS business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the system, and works made-for-hire for us. To the extent any item does not qualify as a "work made- for-hire" for us, you assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

You may not use our confidential information in an unauthorized manner. You must take reasonable steps to prevent improper disclosure to others and use non-disclosure and non-competition agreements with those having access. We may regulate the form of agreement that you use and will be a third-party beneficiary of that agreement with independent enforcement rights.

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ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You do not have to participate personally in the direct operation of the Business, even though we recommend that you do. You or one or more of your employees must successfully complete the initial training program. You must keep the Business under the direct full-time supervision of you or of a trained and competent manager who has completed our training program or equivalent training to our satisfaction. You must keep us informed at all times of the identity of any supervisory employee acting as regular manager of the Business. Any individual who attends our initial training program and will serve in a general manager role will be required to sign a confidentiality/non-competition agreement (Schedule E to the Franchise Agreement). You are free to select any individual you deem best suited to serve as an on-site supervisor for your store, so long as the designated individual attends and successfully completes the training program.

We do not require that the on-premises supervisor have equity interest in the franchisee's business.

You and your owners must sign a personal guarantee, the form of which is attached to the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may not sell any product or service which we have not approved in advance. You may not use the Business office or restaurant for any purpose other than the operation of the SAUCE N TOSS business, unless we agree separately in writing that other commercial activity may occur on-site. During each season of the year, you must offer all products and services which we have authorized, including any promotional or seasonal offers. We may change the types of products and goods, and there is no limit on our ability to make these changes. Should we offer the option of "optional services" you do not have to offer services classified as "optional services." You must purchase only materials and supplies which meet our requirements.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document as Exhibit B.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	Section 2	10 years
b. Renewal or extension	Section 2.2 and 2.3	Two renewal terms of 5 years each.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
c. Requirements for you to renew or extend	Sections 2.2 and 2.3	Sign new agreement (that new agreement may contain terms different from your current agreement, including higher fees); you are not in default, including payment of amounts owed and have satisfied all monetary and material obligations on a timely basis and you are in good standing; you complete any current training requirements; and you sign a release of claims in a form we prescribe.
d. Termination by you	Section 12.7	If we become insolvent, bankrupt, or if we have materially failed to comply and do not cure within 30 days of notice.
e. Termination by us without cause	None	Not applicable
f. Termination by us with cause	Sections 12.2, 12.3 and 12.4	We can terminate only if you default or fail to comply with your obligations.
g. "Cause" defined-curable defaults	Section 12.2	You have 10 days to cure the non-submission of reports and non-payment of amounts due and owing; and 30 days to cure defaults for the failure to abide by our standards and requirements in connection with the operation of your Business, or failure to meet any requirements or specifications established by us, and any other default not listed in (h) below. You have 30 days to cure defaults not listed in (h) below.
h. "Cause" defined-non-curable defaults	Section 12.2	Non-curable defaults include: any material misrepresentation or omission in your franchise application for a franchise or other reports or information, abandonment, unauthorized use of confidential information, your insolvency, unapproved assignments or transfers, defaults that materially impair the goodwill associated with any of the Marks, criminal convictions, intentionally understating or underreporting Gross Billings or other fees, multiple defaults or failure to cure within 24 hours of notice a default which violates any health, safety or sanitation law.
i. Your obligations on termination/nonrenewal	Section 13	Cease operating Business, cease use of system and Marks, cancel assumed or similar name registrations, return materials, change telephone number or de-identify, and pay outstanding amounts.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
j. Assignment of contract by us	Section 11.1	No restriction on our right to assign.
k. "Transfer" by you-defined	Sections 11.2 through 11.9	Includes transfer of any right or interest in the Agreement or you, the franchisee entity.
l. Our approval of transfer by franchisee	Sections 11.4, 11.5, 11.8, and 11.9	We have the right to approve all transfers.
m. Our approval of transfer by you	Sections 11.2, 11.3, and 11.4	Transferee meets all of our then-current requirements for new franchisees, transfer fee and any applicable training fee paid, all amounts owed by prior franchisee paid, training completed, transferee executes then current form of franchise agreement (modified to reflect that agreement relates to a transfer), required guarantees signed, necessary financial reports and other data on franchise business is prepared, release signed by you, full compliance of your obligations under all Franchise Agreements executed between you and us, and other conditions that we may reasonably require from time to time as part of our transfer policies.
n. Our right of first refusal to acquire your Business	Section 11.7	We have right to match offer.
o. Our option to purchase your Business	Sections 11.7, 13	Upon termination, we have the right (but not the obligation) to purchase or designate a third party that will purchase all or any portion of the assets of your Business, including the equipment, fixtures, signs, supplies, and inventory.
p. Your death or disability	Sections 11.8 and 12.5	You can transfer your franchise rights to your heir or successor in interest like any other transfer, provided the person satisfies our training requirements and other transfer conditions.
q. Non-competition covenants during the term of the franchise	Sections 14.1	No involvement in any competing business.
r. Non-competition covenants after the franchise is terminated or expires	Section 14.2	No interest for one year in any competing business within the Territory, within ten mile radius of Territory, or inside territory of other SAUCE N TOSS business.
s. Modification of the agreement	Section 14.3	No modifications without writing, but the Operations Manual, specifications and procedures can be changed.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
t. Merger clause	Section 10	Only terms of Franchise Agreement are binding (subject to state law). Any representations or promises made outside the Franchise Agreement or this Disclosure Document 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 by arbitration or mediation	Sections 18.1, 18.2, and 18.3	Except for certain claims (including any action related solely to the collection of moneys owed to us or our affiliate), all disputes must be mediated and arbitrated.
v. Choice of forum/venue	Section 18.4	Litigation must be in the applicable federal or state court where our headquarters are located (currently, Chicago Illinois) (subject to state law).
w. Choice of law	Section 18.1	Except for claims under federal trademark law, and the parties' rights under the Federal Arbitration Act, the laws of the state of Illinois will govern (subject to state law).

ITEM 18 PUBLIC FIGURES

We do not use any public figure 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 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 Ritesh Agarwal at 847.226.9857, 4200 IL-173 Unit 10 – Zion, IL 60193, 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	Number of outlets at beginning of year	Number of outlets at the end of the year	Net Change
Franchised	2023	0	2	+2
	2024	2	2	0
	2025	2	4	+2
Company-owned	2023	1	1	0
	2024	1	1	0
	2025	1	1	0
Total outlets	2023	1	3	+2
	2024	3	3	0
	2025	3	5	+2

Table No. 2 – Transfer of Outlets from Franchisees to New Owners (other than the Franchisor) for Years 2023 to 2025

State with one or more Franchised Outlets	Year	Total number of completed transfers in each state each year	
None	2023	0	
None	2024	0	
None	2025	0	

Table No. 3 – Status of Franchised Outlets for Years 2023 to 2025

States with one or more franchise	Year	Outlets at start of year	Outlets opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – other reason	Outlets at end of the year
None	2023	0	2	0	0	0	0	2
None	2024	2	1	0	0	0	1	2
Illinois	2025	2	2	1	0	0	0	4

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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
None	2023	1	0	0	0	0	1
None	2024	1	0	0	0	0	1
None	2025	1	0	0	0	0	1

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

State	**Franchise Agreement Drafted but not yet signed**	**Projected New Franchised Outlet in Next Fiscal Year**	**Projected New Company owned in next fiscal year**
Illinois	**0**	**1**	**0**
All other US States	**0**	**0**	**0**

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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

The original Sauce N Toss restaurant, located in Zion, Illinois, is operated by the same individual who owns and operates Sauce N Toss Restaurants, LLC (Ritesh Agarwal); however, the restaurant is not currently a franchisee.

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ITEM 21 AUDIT

Attached as Exhibit A is our audited combined balance sheets as of December 31, 2025 and related combined statements of operations, stockholder's equity, and cash flows for the years then ended.

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ITEM 22 CONTRACTS

Attached to this disclosure document are the following contracts and their attachments: Attached as Exhibit B is our current form of Franchise Agreement with all Attachments. Attached as Exhibit C is our General Release (sample form)

ITEM 23 RECEIPTS

The last two pages of this disclosure document are detachable Receipts. Please sign and date both copies of the Receipt. Keep one signed copy of the Receipt for your file and return to us the other signed copy of the Receipt. The Receipt may contain the names of our franchise sellers or brokers.

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STATE SPECIFIC ADDENDA
CALIFORNIA

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

The California Corporations Code, Section 31125, requires that we give you a disclosure document, approved by the Department of Business Oversight, prior to solicitation of a proposed material modification of your Franchise Agreement or Development Agreement.

The following is added to Item 3 of the disclosure document:

Neither the franchisor, nor any person identified in Item 2 of the disclosure document, is subject to any current effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, U.S.C.A., 78a et. seq., suspending or expelling such persons from membership in such association or exchange. Item 17 of the disclosure document is supplemented by the following:

California Business and Professions Code, Section 20000 through 20043 provides rights to the franchisee concerning termination or nonrenewal of a franchise. If the Franchise Agreement or Development Agreement contains a provision that is inconsistent with the law, the law will control. You must sign a release if you renew or transfer your franchise. California Corporations Code 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).

The Franchise Agreement contains a covenant not to compete that extends beyond the expiration or termination of the Agreement. This provision may not be enforceable under California law.

Certain liquidated damages clauses are unenforceable under California Civil Code Section 1671.

The Franchise Agreement and Development Agreement require application of the laws of Texas. This provision may not be enforceable under California law. The Franchise Agreement and Development Agreement provide for termination upon bankruptcy.

This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 et seq.).

Our website can be found at www.saucentoss.us. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.

Please note we are deferring your obligation to pay the Franchise Fee until such time that we have performed out initial obligations under the Franchise Agreement and your business is open/operational.

HAWAII

Item 5 of the disclosure document is supplemented by the following:

Based on our current financial condition, the Hawaii Department of Commerce and Consumer Affairs, Business Registration Division has imposed a financial assurance requirement that requires us to defer the collection of the initial franchise fee, and, if applicable, the development fee. Therefore the following is added to Item 5 of the disclosure document:

We will defer payment of the initial franchise fee until we have met our pre-opening obligations to you and you open the Store for business. If we enter into a Development Agreement with you we will defer payment of the development fee until we have met our pre-opening obligations to you and you open your first Store for business.

ILLINOIS

Item 5 and Item 7 of the disclosure document are supplemented by the following:

All initial fees are deferred and not payable to the Franchisor until Franchisor's initial obligations to the Franchisee have been completed and the Franchisee has commenced business. The Illinois Attorney General's Office has imposed this deferral requirement due to the Franchisor's financial condition.

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

Your rights upon Termination and Non-Renewal of an agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.
In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

For info about obtaining a liquor license in Illinois, see:
https://www.illinois.gov/ilcc/Pages/Forms-and-Applications.aspx

For info about obtaining TIPS certification in Illinois, see:
https://www.tipscertified.com/tips-state-pages/illinois/

See: the Liquor Control Act of 1934, 235 ILCS 5/ (West 2018) for Illinois Dram Shop laws.

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

Item 5 of the disclosure document is supplemented by the following:
Based on our current financial condition, the State of Maryland, Office of the Attorney General has imposed a financial assurance requirement. All initial fees and payments shall be deferred until such time as the franchisor completes its initial obligations under the franchise agreement. Therefore the following is added to Item 5 of the Franchise Disclosure Document:
We will defer payment of all initial fees and payments until such time as we have completed are initial obligations under the franchise agreement. If we enter into a Development Agreement with you, all initial fees and payments shall be deferred until such time as we complete our initial obligations under the Development Agreement and the first Store opens for business.
Item 17 of the disclosure document is supplemented by the following:

(a) Any release required as part of the Agreement or as a condition of the sale, renewal, and/or assignment/transfer of the franchise shall not apply to any liability incurred under the Maryland Franchise Registration and Disclosure Law.
(b) If any contrary provision in the Franchise Agreement, any claims arising under the Maryland Franchise Law must be brought within three years after the grant of the franchise.
(c) The Franchise Agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 *et.seq.*).
(d) A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

MINNESOTA

The following is added to Item 13 of the disclosure document: We will protect your right to use the trademarks, service marks, trade names, logos, or other commercial symbols or will indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the marks to the extent required by Minnesota law. The following is added to Item 17 of the disclosure document: Under Minnesota law, and except in certain specified cases, we must give you 90 days 'notice of termination with 60 days to cure. We also must give you at least 180 days 'notice of our intention not to renew a franchise and sufficient opportunity to recover the fair market value of the franchise as a going concern. To the extent that the Franchise Agreement or Development Agreement is inconsistent with the Minnesota law, the Minnesota law will control. To the extent that any condition, stipulation, or provision contained in the Franchise Agreement or Development Agreement (including any choice of law provision) purports to bind any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance with the Minnesota Franchises Law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchises Law. We will defer payment of the initial franchise fee until we have met our pre-opening obligations to you and you open the Store for business.

NEW YORK

The following is added to Item 3 of the disclosure document:
Neither we nor any person identified in Item 2 of this Franchise Disclosure Document, has been convicted of a felony or pleaded *nolo contendere* to a felony charge or has, during or within the 10-year period immediately preceding the application for registration or amendment of the franchise registration (as applicable), been convicted of a misdemeanor charge.
The following is added to Item 4 of the disclosure document:
During the 10-year period immediately before the date of the disclosure document, no person previously identified in Items 1 or 2 of this disclosure document has: (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 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 one year after the officer or general partner of the franchisor held this position in the company or partnership.
The following is added to Item 5 and Item 7 of the disclosure document:
All franchise fees are applied to the franchisor's general operating fund. All obligations of the franchisor,

whether to franchisee or otherwise, are paid out of this fund.
We will defer payment of the initial franchise fee until we have met our pre-opening obligations to you and you open the Store for business.

The following is added to Item 17 of the disclosure document: Any condition, stipulation, or provision contained in the Franchise Agreement or Development Agreement which purports to bind you to waive compliance with any provision of the New York General Business Law (Section 33, Sections 680 through 695)or any rule promulgated thereunder, may be void and unenforceable under the nonwaiver provision of such law. New York General Business Law, §687.5, prohibits us from requiring a franchisee to assent to a release, assignment, novation, waiver, or estoppel that would relieve a person from any duty or liability imposed by such law. To the extent the Franchise Agreement or Development Agreement requires you to waive or release any claims you may have against us, or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation, or action that would serve to relieve any person from liability under the FRDL, such release, waiver, or acknowledgment shall not apply and shall be void to the extent that they would violate the non-waiver provisions of the New York General Business Law.

NORTH DAKOTA

The State of North Dakota has determined that the following types of provisions are deemed to be contrary to North Dakota law:
(a) A provision requiring a North Dakota franchisee to sign a general release upon renewal of the franchise agreement;
(b) A provision requiring a North Dakota franchisee to consent to termination penalties or liquidated damages;
(c) A provision requiring a North Dakota franchisee to consent to the jurisdiction of courts outside the state of North Dakota;
(d) A provision restricting the time in which a North Dakota franchisee may make a claim to less than the applicable North Dakota statute of limitations;
(e) A provision calling for the waiver by a North Dakota franchisee of the right to trial by jury;
(f) A provision requiring a North Dakota franchisee to consent to a waiver of exemplary and punitive damages.
North Dakota Century Code Section 9-08-06 subjects covenants not to compete to the provisions of that statute. The covenants not to compete contained within the Franchise Agreement are subject to Section 9-08-06 and may be unenforceable under North Dakota law.
The site of any mediation or arbitration of the parties' disputes shall be at a site mutually agreeable to all parties. If all parties cannot agree upon a location, the arbitration or mediation shall be Fargo, North Dakota. Item 5 of the disclosure document is supplemented by the following: Based on our current financial condition, the State of North Dakota Securities Department has imposed a financial assurance requirement. All initial fees and payments will be deferred until such time as we complete our initial obligations under the Franchise Agreement and the Store is open for business.

Therefore the following is added to Item 5 of the Franchise Disclosure Document:
We will defer payment of all initial fees and payments until such time as we have completed our initial obligations under the Franchise Agreement and you have opened your Store. If we enter into a Development Agreement with you, all initial fees and payments shall be deferred until such time as we complete our initial obligations under the Development Agreement and the first Store opens for business.

RHODE ISLAND

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." We will defer payment of the initial franchise fee until we have met our pre-opening obligations to you and you open the Store for business.

VIRGINIA

The following is added to Item 1 of the disclosure document:
We require prospective franchisees to have personal financial requirements of a minimum of $150,000 of liquid assets and $500,000 of net worth.
In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the franchise disclosure document for use in the Commonwealth of Virginia is amended to include the following statements in Item 17.h.:
Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the law of Virginia, that provision may not be enforceable.
The following is added to Item 5 of the disclosure document:
The Virginia State Corporation Commission's Division of Securities and Retail Franchising require us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its preopening obligations under the franchise agreement. If we enter into a Development Agreement with you we will defer payment of the development fee until the first day you open your first Store for business.

WASHINGTON

The following is added to the Disclosure Document for Washington residents:
Item 17, Additional Disclosures
RCW § 19.100.180 and court decisions may supersede the Franchise Agreement or Development Agreement in your relationship with us, including in the areas of termination and renewal of your Franchise Agreement or Development Agreement.
In the event of a conflict between the Washington Franchise Investment Protection Act and the law chosen in the Franchise Agreement or Development Agreement, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, will prevail.
A release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act, such as a right to a jury trial, may not be enforceable in Washington.
Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

To the extent not preempted by Federal Law, including preemption by the Federal Arbitration

Act, in any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator. Subject to preemption by Federal Law, in the event of a conflict of state laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

We will defer payment of the initial franchise fee until we have met our pre-opening obligations to you and you open the Store for business.

WISCONSIN

The following is added to Item 17 of the disclosure document:
For Wisconsin franchisees, Ch. 135, Wisconsin Statutes, the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the Law.

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EXHIBIT A

SNT FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

COMBINED FINANCIAL STATEMENTS SNT

Ending December 31, 2025

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Amit Patel, CPA

Independent Auditor's Report

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Sauce N Toss Restaurants, LLC which comprise the balance sheet as of December 31st, 2025, and the related statements of income, changes in members' equity, and cash flows for the period then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Sauce N Toss Restaurants, LLC as of December 31st, 2025, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Sauce N Toss Restaurants, LLC. 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 Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Sauce N Toss Restaurants, LLC ability to continue as a going concern.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an 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 GAAS will always detect a material misstatement when it exists. The risk of not detecting a

material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Sauce N Toss Restaurants, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Sauce N Toss Restaurants, LLC'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.



Amit Patel,
CPA
Elmhurst, IL
April 8th, 2026

BALANCE SHEET
as of December 31, 2025

A S S E T S

		December 31, 2025
CURRENT ASSETS		
Cash and cash equivalents	$	7,910
Accounts Receivable		36,363
Inventory		45,381
Total Current Assets	$	89,653
TOTAL ASSETS	**$**	**89,653**

LIABILITIES AND MEMBER'S EQUITY

CURRENT LIABILITIES		
Accounts Payable	$	5,712
Accrued Liabilities		-
Total Current Liabilities	$	5,712
OTHER LIABILITIES		
Unearned Revenue	$	78,000
Total Other Liabilities	$	78,000
MEMBER'S EQUITY		
Member's Equity	$	3,197
Retained Earnings		2,744
TOTAL OWNER'S EQUITY	$	5,941
TOTAL LIABILITIES AND OWNER'S EQUITY	**$**	**89,653**

The accompanying notes are an integral part of these financial statements

STATEMENT OF INCOME AND RETAINED EARNINGS
For the period ending December 31, 2025

		December 31, 2025
INCOME		
Revenues	$	73,731
Cost of sales		11,959
GROSS PROFIT	$	61,772
EXPENSES		
Marketing	$	18,873
Professional Fees		5,016
Automobile Expense		5,076
Contractors		4,644
Meals and Entertainment		2,184
Postage and Shipping		1,895
Franchise Support		1,400
Software		1,055
Insurance		1,040
Other Selling and General Administrative Expenses		2,870
Total Expenses	$	44,054
Operating Income	$	17,718
NET INCOME	**$**	**17,718**

The accompanying notes are an integral part of these financial statements

STATEMENTS OF CASH FLOWS
For the period ending December 31, 2025

		December 31, 2025
CASH FLOWS FROM OPERATING ACTIVITIES	$	17,718
Profit before income tax		
Change in Accounts Receivable		(16,363)
Change in Inventory		(22,283)
Change in Accounts Payable		-
Change in Accrued Liabilities		-
Change in Unearned Revenue		37,285
Net cash generated/(loss) from operating activities	$	16,357
CASH FLOW FROM FINANCING ACTIVITIES		
Distributions	$	(11,500)
Contributions	$	2,597
Equity Adjustment	$	(4,168)
Net cash obtained/(used) in financing activities	$	(13,071)
NET INCREASE IN CASH ON HAND AND IN BANKS		3,286
CASH ON HAND AND IN BANKS, Beginning		4,624
CASH ON HAND AND IN BANKS, Ending		**7,910**

The accompanying notes are an integral part of these financial statements

Sauce N Toss Restaurants, LLC

STATEMENT OF MEMBER'S EQUITY

	Member's Equity	Retained Earnings	Total Member's Equity
Balance at January 1, 2025	**$ 12,100**	**$ (8,573)**	**$ 3,527**
Capital Contributions	2,597		2,597
Distributions	(11,500)		(11,500)
Equity Adjustment		(6,401)	(6,401)
Current year earnings		17,718	17,718
Balance at December 31, 2025	**$ 3,197**	**$ 2,744**	**$ 5,941**

The accompanying notes are an integral part of these financial statements

For the year ending December 31st, 2025
In the notes all amounts are in United States Dollars (USD)

1. *GENERAL*

Sauce & Toss Restaurants, LLC (the "Company"), is a LLC incorporated in December 2022 within Illinois.

Sauce & Toss Restaurants LLC is a wing bar primarily focusing on chicken wings with a few extra items as well. As a new concept, it will bring affordable prices and delicious options to Illinois and Indiana.
Customers are looking for wings not only in classic flavors like buffalo and honey barbecue but also in more eclectic and customized flavors. Sauce & Toss Restaurants will have an extensive menu full of casual options for diners seeking high-quality wings, burgers, and sides cooked by people that love what they do.

The Company currently has four franchisee locations.

The Company's principal and registered address is 527 Cottonwood Lane, Schaumburg, IL

60193. Ritesh Agarwal is the 100% owner of Sauce & Toss Restaurants, LLC

2. *BASIS OF PREPARATION AND STATEMENT OF COMPLIANCE*

These financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP"). The financial statements of the Company have been prepared on a historical cost basis and have been prepared on a going concern basis, which contemplate the realization of assets and settlement of liabilities in the normal course of business.

The financial statements are presented in U.S. dollars, which is the functional and presentation currency of the Company. All values represent absolute amounts except when otherwise indicated. All amounts are rounded-off to the nearest USD.

3. *SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND 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 reporting period. Actual results could differ from those estimates. The significant accounting policies and estimates reflected in the Company's financial statements include, but are not limited to:

Current versus Noncurrent Classification

The Company presents assets and liabilities in the balance sheet based on current/noncurrent classification.

An asset is current when it is:

- Expected to be realized or intended to be consumed in normal operating cycle;
- Held primarily for the purpose of operations;
- Expected to be realized within twelve (12) months after the reporting period; or
- Cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at least twelve (12) months after the reporting period.

The Company classifies all other assets as noncurrent, if

any. A liability is current when:

- It is expected to be settled in normal operating cycle;
- It is held primarily for the purpose of being a fund conduit;
- It is due to be settled within twelve (12) months after the reporting period;
- There is no unconditional right to defer the settlement of the liability for at least twelve (12) months after the reporting period: or
- It is due and demandable.

The Company classifies all other liabilities as noncurrent, if any.

Cash and cash equivalents

Cash is stated at face value. It includes cash in banks, cash on hand and petty cash which are being utilized to fund expenses on a day-to-day transaction of the Company. Cash in banks which consist of current and savings accounts.

Receivables, net

Receivables are stated at their transaction costs as reduced by any appropriate allowances for doubtful accounts or amortized costs using the effective interest method. Any allowance for impairment loss and allowance for doubtful accounts are the estimated amount of probable losses arising from non-collection based on past collection experience and management's review of the current status of the long outstanding receivables. Any doubtful account expense is to be recognized in the statements of comprehensive income. As of December 31, 2025, the company has a $36,363 balance in the accounts receivable account with the majority of the balance related to the franchisee fee for one location opened during the year.

Impairment is considered when there is objective evidence that the Company will not be able to collect the debts.

Inventory

Inventory consists of sauces and uniforms that are purchased by the company and then sold to the franchisee locations. The company uses a first-in first-out method (FIFO) to account for inventory.

As of December 31, 2025, the Company has an inventory balance of $45,381, which is related to ingredients for the sauces that are sold to franchisee locations and uniforms.

Notes Payable

A note payable is a written promissory note. Under this agreement, a borrower obtains a specific amount of money from a lender and promises to pay it back with interest over a predetermined time period. The interest rate may be fixed over the life of the note, or vary in conjunction with the interest rate charged by the lender to its best customers (known as the prime rate). This differs from an account payable, where there is no promissory note, nor is there an interest rate to be paid (though a penalty may be assessed if payment is made after a designated due date).

As of December 31, 2025, the Company does not have any notes payable.

Accruals and other payables

Payables are liabilities to pay for the goods or services that have been received or supplies and have been invoiced or formally agreed with the supplier. These are non-interest bearing and are stated initially at their transaction costs. Subsequently, it is recognized at amortized costs using the effective interest method.

As of December 31, 2025, the Company has accounts payable in the amount of $5,712 which the majority is related to purchase of inventory items.

Accruals are liabilities to pay for goods or services that have been received or supplied but have not been paid, invoiced or formally agreed with the supplier, including amounts due to employees, if any. It is necessary to estimate the amount of timing accruals, however, the uncertainty is generally much less than provisions.

As of December 31, 2025, the Company does not have any accrued liabilities.

Unearned Revenue

Unearned revenue relates to the unearned portion of the initial franchise fee collected by the company. The company earns revenue over the life of the 10-year agreement. The balance of unearned revenue as of December 31, 2025 is $78,000.

Related party disclosures

A related party is a person or entity that is related to the entity preparing the financial statements (the reporting entity).

A related party transaction is a transfer of resources, services or obligations between a reporting entity and a related party, regardless of whether a price is charged. Examples of related party transactions include, but are not limited to:
(a) transactions between an entity and its principal owner(s),
(b) transactions between an entity and another entity when both entities are under the common control of a single entity or person,
(c) transactions in which an entity or person that controls the reporting entity incurs expenses directly that otherwise would have been borne by the reporting entity.

Due to/from related parties are initially recorded at transaction price and are subsequently measured at amortized cost using the effective interest method.

In considering each possible related party relationship, the Company shall assess the substance of the relationship and not merely the legal form.

As of December 31, 2025, the Company does not have any related party transactions.

Income Taxes

The Company operates in jurisdictions where they are subject to income taxation.

Current and deferred income taxes are charged or credited to operations, or to shareholders' equity in certain cases, based upon enacted tax laws and rates applicable in the relevant jurisdiction in the period in which the tax becomes payable. Deferred income taxes are provided for all temporary differences between the bases of assets and liabilities used in the financial statements and those used in the various jurisdictional tax returns. It is the Company's policy to recognize interest accrued related to unrecognized tax benefits in "interest expense" and penalties in "general and administrative expenses" in the income statement.

The Company has not recorded any interest or penalties during the period ending December 31, 2025.

Owner's equity

Capital is determined using the nominal value of capital contributions and then added/reduced by any subsequent contributions and/or owner's drawings.

Ritesh Agarwal is the 100% owner of the Company and contributed $11,000 in during in 2023, $1,100 in 2024 and $2,597 in 2025.

The owner of the company received $11,500 in distributions during 2025.

Retained earnings include current and prior period results of operations as disclosed in the statement of changes in equity.

Revenue recognition

The Company recognizes revenue based upon the 5-step model outlined in the revenue recognition standard: 1. Identifying the contract, 2. identifying the performance obligations within the contract, 3. determining the transaction price, 4. allocating the transaction price to the performance obligations, and 4. recognizing revenue when a performance obligation is satisfied.

Revenue is recognized to the extent that it is probable that the economic benefits will flow to the Company and the amount of revenue can be reliably measured. Sources of revenue may include the following, but not limited to:

Initial Franchise Fees

The Company will sell individual franchises that grant the right to develop a restaurant. The franchise agreement requires the franchisee to pay a non-refundable one-time franchise fee. As of December 31, 2025, the Company recognized revenue in the amount of $7,042 for initial franchise fees.

Royalty Income

The Company will earn royalty income based on a percentage of franchisee's gross sales on a bi-weekly or monthly basis in accordance with the franchise agreement. As of December 31, 2025, the Company recognized $49,465 of revenue related to Royalties.

Advertising Income

The Company will earn advertising income based on a percentage franchisee's gross sales on a monthly basis in accordance with the franchise agreement.

Supply Chain & product sourcing fees

The company sells supplies in form of sauces & other raw material from other suppliers and earn a commission or fee from the suppliers for the purchase. The company recognized $16,525 in revenue from the sale of sauces and uniforms during the year.

Costs of Goods Sold/ Cost of Sales

Cost of Goods Sold or Cost of Sales may include the cost of ingredients, materials and bottling costs to support the Supply Chain & Product Sourcing Fees source of revenue. The company recognized $11,959 in COGs related to the sale of sauces and uniforms during 2025.

General and operating expenses

General and operating expenses include professional fees, contract labors, advertising, payroll, taxes, and other costs that cannot be associated directly to the goods and services provided.

Leases

Leases, where a significant portion of risks and rewards of ownership are retained by the lessor, are classified as operating leases. Payments made under operating leases are charged to operations on a straight-line basis over the period of the lease.

As of December 31, 2025, the Company has not entered into any leases.

Contingencies

Contingent liabilities are not recognized in the financial statements. They are disclosed unless the possibility of an outflow of resources embodying economic benefits is remote. Contingent assets are not recognized in the financial statements but are disclosed when an inflow of economic benefits is probable.

As of December 31, 2025, the Company has no contingencies to report.

Subsequent Events

The Company identifies subsequent events as events that occurred after the reporting date and not before the date when the financial statements were authorized for issue. Any subsequent events that provide additional information about the Company's financial position at the reporting date are reflected in the financial statements.

Events that are not adjusting events are disclosed in the notes to the financial statements when material. No significant subsequent events to report after the period under audit.

SAUCE N TOSS, LLC. FRANCHISE AGREEMENT

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SAUCE N TOSS, LLC.
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date reflected in the Summary Pages by and between Sauce N Toss Restaurants LLC., an Illinois limited liability company with its principal office in Zion, Illinois ("**SNT**" "us" "we" "our" or "**Sauce N Toss**"), and the franchisee identified in the Summary Pages ("**you**" or "**Franchisee**").

A. SNT has acquired the license to use and to sublicense the use of a distinctive system relating to the establishment and operation of a retail business that offers a variety of customizable "wings" as well as burgers, fries, sweet corn, chili, mac n' cheese, and related items for dine-in consumption and take-out service ("**System**").

B. The distinguishing characteristics of the System include, without limitation, distinctive interior and exterior design, decor, color scheme, graphics, fixtures and furnishings, proprietary ordering procedures; special recipes and menu items; proprietary food preparation techniques and presentation standards; community and social networking presence and protocols; standards, specifications, policies, and procedures for operations; quality and uniformity of the products and services offered; procedures for inventory, management, and financial control; training and assistance; advertising and promotional programs; and other standards, specifications, techniques, and procedures that SNT designates for developing, operating, and managing a SAUCE N TOSS store, all of which SNT may change, improve, and further develop from time to time at its sole discretion (collectively, "**Standards**").

C. The System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited, to the mark "**SAUCE N TOSS®**" and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by SNT in writing for use in connection with the System ("**Marks**").

D. You have applied to SNT for a franchise to operate a SAUCE N TOSS® store using the System and Marks ("**Store**" or "**Franchised Business**"), and SNT has approved your application and desires to grant you such franchise, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration for the mutual premises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT

1.1. Grant. Subject to the provisions of this Agreement, SNT hereby grants you the right ("**Franchise**") to continuously operate a SAUCE N TOSS Store at the Franchised Location identified (or to be identified) in the Summary Pages and to deliver authorized products to locations in accordance with the Standards (which may include distance or area restrictions) and to use the Marks in the operation and promotion of the Franchised Business. To the extent that SNT may, from time to time, expand its service offerings, you have the right to provide such services in such area that SNT may authorize according to the terms of this Agreement and SNT's then-current standards, policies, and procedures. You hereby undertake the obligation and agree to continually operate the Franchised Business during the term hereof and strictly according to the terms and conditions of this Agreement. This Agreement grants you **no** right, among others: **(a)** to sublicense the use of the System or Marks; **(b)** to co-brand with another concept; **(c)** to offer or sell products or services at or from any location other than the Franchised Location (such as from a cart, kiosk, or food truck) without SNT's prior written consent; **(d)** to ship SAUCE N TOSS products, regardless of the destination, without SNT's prior written consent; or **(e)** to distribute SAUCE N TOSS products through other channels, such as

supermarkets, convenience stores or other retailers, or other food service providers. This Agreement grants a limited territorial protection, providing that no competing SNT branded store will begin business within a five-mile radius of your Store. SNT may develop franchised and company-owned Stores at any location outside the territory, and may develop and operate other businesses that may or may not compete with the Store, regardless of the economic effect of such operation on the Franchised Business. SNT may distribute products and services identified by the Marks at any location, regardless of the proximity to your Store, and may otherwise compete with you. Further, other SNT stores may deliver or otherwise serve customers in your location through internet orders/online orders/telephone orders and you do not receive any territorial protections from those commercial activities.

2. TERM

2.1. Term. Unless sooner terminated as provided in this Agreement, the term of this Agreement ("**Term**") will begin on the Effective Date and will continue 10 years from the Opening Date.

2.2. Renewal. You may renew the franchise granted by this Agreement for two, consecutive five-year terms if, at the end of each term, each of the following conditions has been satisfied: **(a)** you have notified SNT of your intent to renew the franchise no less than 12 months and no more than 24 months before the then-current term has expired; **(b)** you are not in default of any material provision of this Agreement and you have complied with the material terms and conditions of this Agreement throughout the Term; **(c)** all amounts owed to SNT and its Affiliates, to third-party suppliers, and to your landlord have been paid; **(d)** the Store has been renovated and refurbished so that it reflects SNT's then-current image, trade dress, equipment, and furnishings requirements; **(e)** you have the right to remain in possession of the Store premises, or have secured an alternate site with SNT's prior approval; **(f)** you comply with the then-current qualifications and training requirements; **(g)** you sign SNT's then- current form of Franchise Agreement, the terms of which may be materially different than the terms of this Agreement, and each Owner executes a personal guaranty and undertaking in the form SNT prescribes; **(h)** you and each Owner sign a general and full release in favor of SNT and its Affiliates and their respective, officers, directors, shareholders, members, managers, employees, and agents, of any claims arising out of or relating to the franchise relationship including the offer and sale of the SAUCE N TOSS franchise opportunity; and **(i)** the Renewal Fee, in the amount specified in the Summary Pages, has been paid. Additional renewals will be at SNT's sole discretion, and such consideration by SNT, if any, must not be interpreted to grant to you, herein, any additional renewal terms.

2.3. Extension of this Agreement. If you continue to accept the benefits of this Agreement after the expiration of the initial Term but do not complete the requirements in Section 2.2., then at SNT's sole option, this Agreement may be treated as either: **(a)** expired as of the date of the expiration and you will be operating without a franchise or license to do so and in violation of our rights to the Marks and System; or **(b)** continued on a month-to-month basis ("**Interim Period**") and all your obligations will remain in full force and effect during the Interim Period as if the Agreement had not expired, except that, you will be required to pay us 125% of the stated Royalty Fee and Brand Development Fund Fee set forth in the Summary Pages. Each Interim Period expires at the end of each calendar month unless this Agreement is continued as provided in this Section 2.3. The Interim Period does not create any new franchise rights, and upon expiration of the final Interim Period, you will be bound by all post-term obligations as provided in this Agreement.

3. SITE SELECTION, CONSTRUCTION; STORE LOCATION

3.1. Site Selection and On-Site Evaluation. Within 180 days after the Effective Date, you must have identified a site for the Store and submitted to SNT a site approval request packet, as set forth in Section 3.2., below. The site must be located within the Site Selection Area identified in the Summary Pages, must meet SNT's then-current site selection criteria, and must otherwise be mutually acceptable to you and to SNT, including but not limited to the need for the proposed site to be an eligible territory. SNT may conduct site selection evaluations or provide site selection assistance on its own initiative or in response to your reasonable request, if deemed necessary by SNT, but SNT will not provide assistance or consider a request for an on-site evaluation until all information and materials described in Section 3.2. below have been received. Ultimate site selection is your sole responsibility. If SNT conducts an on-site evaluation of your proposed site or provides in- person site selection assistance, SNT will not charge a fee for such first-time services. SNT may charge $500 for the second and any additional on-site evaluation or site selection assistance performed, and you must also pay or reimburse SNT its related out-of-pocket costs, including the costs of all transportation, lodging, and meals. In the event we do not approve of your site location, you are permitted to propose additional sites for our approval. If you and SNT are unable to come to an agreement as to the location for your restaurant, this Franchise Agreement shall terminate, and SNT shall retain $5,000 from the Franchise Fee as compensation for its time, resources, and energy towards the efforts of finding a site location. The remaining balance of the Franchise Fee shall be returned to you, less the $5,000.

3.2. Franchise Site Application. For each proposed site that you identify, you must deliver to SNT a completed franchise site approval request packet containing all information required by SNT, such as a description of the proposed site, demographic characteristics, traffic patterns, parking, character of the neighborhood, competition from other businesses in the area, the proximity to other businesses, the nature of other businesses in proximity to the site, and other commercial characteristics (including the purchase price, rental obligations, and other lease terms for the proposed site) and the size, appearance, other physical characteristics, and a site plan of the premises. Within 60 days of receiving your site application and all additional requested information, SNT will notify you whether or not the site is approved. If SNT does not provide notification within the 60-day time period, its silence should not be considered approval or rejection of the site. **SNT's approval of a site is not an assurance that the Store will achieve a certain sales volume or level of profitability; it means only that the proposed site meets SNT's minimum criteria for SAUCE N TOSS Stores. Once your site is approved, SNT is not responsible for any construction delays due to change orders, acts of God, disputes with landlords, architects, contractors, subcontractors, or any other vendor or due to any other action or reason occurring under your management of the build-out.**

3.3. Lease of Building. If you occupy the Store premises under a lease with a third-party landlord, SNT has the right to approve the lease terms, and you may not sign the lease until SNT has approved its terms. SNT's approval of a lease does not mean that the economic terms of the lease are favorable; it means only that the lease contains the lease terms that SNT requires. You shall deliver to SNT a fully-executed copy of the lease within 10 days after its execution.

3.4. Store Design and Build-Out. You will bear all costs associated with the design, buildout, delays, materials, permitting, and other costs associated or arising out of the preparation and build out of your store location. You must consult with SNT's for the Store construction and build-out, which includes, but is not limited to, engaging an architect, design consultant, and/or general contractor that SNT specifies. You shall construct and build out the Store according to SNT's standards and specifications for design, decor, and layout and shall equip the Store according to SNT's requirements for fixtures, furnishings, equipment, interior and exterior signage, artwork and graphics, trade dress, and awnings. SNT shall provide such advice regarding construction and build-out as it deems appropriate, but you are solely responsible for sourcing, hiring, and paying for the professional services needed for you to

complete your Store design and build-out obligations. You are also solely responsible for obtaining all government approvals, zoning classifications, permits, and clearances relating to the Store and for complying with applicable requirements of the Americans with Disabilities Amendments Act. During construction, you must maintain general liability and property damage insurance of the type and with the limits SNT requires, protecting you, SNT, and its Affiliates and their respective partners, shareholders, directors, agents, and employees. Such policy or policies must be written by a responsible insurer or insurers acceptable to SNT and must contain a waiver of subrogation in favor of SNT and its Affiliates, and their respective partners, shareholders, directors, agents, and employees. You shall notify SNT in writing when construction begins and thereafter shall provide a weekly progress report. SNT and its designees have the right to inspect the site at all reasonable times.

3.5. Opening. Your opening date ("**Opening Date**") will be the date of your actual Store opening or 120 days from the date you take possession of the premises for the approved site, whichever occurs first; but the Opening Date must be no later than 365 days from the Effective Date. If you are unable to open your Store within 365 days from the Effective Date, SNT may, but is not obligated to, extend your Opening Date deadline in its sole discretion, provided that you have sent the extension request to SNT, in writing. The Opening Date will be reflected in an amendment to the Summary Pages or by any other form of written communication from SNT that defines the Opening Date, and such Opening Date will dictate for purposes of this Agreement. You may open the Store for business only with SNT's prior, written permission, which will be granted only if: **(a)** all amounts due SNT under this Agreement have been paid, **(b)** the Store has been constructed and equipped according to SNT's standards and specifications, **(c)** all of your pre-opening and training obligations have been satisfied, **(d)** SNT has received from you a fully-executed copy of your Store lease containing the mandatory lease terms described in Attachment D; **(e)** SNT has received from you certificates of insurance, and **(f)** you are otherwise in good standing under this Agreement.

3.6. Relocation. You may relocate the Store only with SNT's prior written consent. SNT will grant its consent if your lease expires or terminates through no fault of yours, or if the Store premises is destroyed or materially damaged by a Force Majeure event and you are not in default of this Agreement or any other agreement between you and SNT. Selection of the relocation site and Store construction, renovation, and opening will be governed by this Article 3; provided that if the relocation occurred as a result of a Force Majeure event, the Store must be open for business at the new location within 180 days of closing at the previous location.

If you request to relocate your Store for any other reason that is not the result of a Force Majeure event ("**Requested Relocation**"), then your Requested Relocation will only be granted at SNT's sole discretion. If your Requested Relocation is granted, then you must: **(a)** execute SNT's then-current form of Franchise Agreement, which may contain materially different terms than those in this Agreement; the term of such new agreement will be for the remaining Term of this Agreement at the time of relocation; (**b**) open the Store for business at the new location within five days of permanently closing the previous location; (**c**) pay SNT a $5,000 fee ("**Relocation Fee**"); and **(d)** sign (and each of your Owners must sign) a general release in favor of SNT; provided, however, that any release will not be inconsistent with any state law regulating franchising. You are solely responsible for all relocation costs and expenses, which may include reimbursement to SNT for reasonable attorneys' fees associated with the relocation.

3.7. Repair. If your Store is destroyed or materially damaged by a Force Majeure event and you do not request to relocate the Store pursuant to Section 3.6., or if SNT does not approve your request, then you must repair and/or re-construct your Store to SNT's then-current standards such that the Store is open and operating at the Franchised Location within 180 days after the occurrence of the Force Majeure event. SNT reserves the right to require you to pay a minimum Royalty Fee during

the period the Store is not open and operating, and you agree to pay such minimum fee.

4. FEES

4.1. Initial Franchise Fee. Upon execution of this Agreement, you shall pay SNT an Initial Franchise Fee (less any Development Fee credit, if applicable) in the amount specified in the Summary Pages. The Initial Franchise Fee is fully earned by SNT when paid and your payment is not refundable.

4.2. Royalty Fees. During the Term of this Agreement, you shall pay to SNT a nonrefundable and continuing Royalty Fee in the amount specified in the Summary Pages for the right to use the System and the Marks. If any taxes, fees, or assessments are imposed on your payment of the Royalty Fee (except taxes imposed on SNT's net taxable income), you must also pay or reimburse SNT the amount of the taxes, fees, or assessments within 15 days of SNT's written notice to you.

4.3. Other Payments. In addition to all other payments provided for in this Agreement, you shall pay SNT and its designees, and all of your third-party vendors, suppliers, and landlord promptly when due:

4.3.1. Training fee: as part of the Franchise Fee, we will provide you 5 days of on-site training to your store location, including opening assistance. This training will include but not limited to explaining marketing strategies, demonstrating the use of equipment, demonstrating the manner in which foods/goods/materials are to be presented, storage requirements, food preparation methods and requirements, as well as customer service techniques and requirements. While the initial training is included as part of the Franchise Fee, additional training that is required to be performed by us or our designated agent will incur costs reflective of a per diem rate. Currently, the per diem rate is $600 per day. The per diem rate is subject to change, but will not increase by more than $100 in any calendar year.

4.3.2. All amounts advanced by SNT or which SNT has paid, or for which it has become obligated to pay on your behalf for any reason whatsoever.

4.3.3. The amount of all sales taxes, use taxes, personal property taxes, and similar taxes, which are or may be imposed upon you and required to be collected or paid by SNT **(a)** because of your Gross Sales, or **(b)** because of Initial Franchise Fees, Royalty Fees, or advertising fees (and Franchisee Advertising Association dues, if any) collected by SNT from you (but excluding ordinary income taxes). SNT, in its discretion, may collect the taxes in the same manner as Royalty Fees are collected and promptly pay the tax collections to the appropriate governmental authority; provided, however, that unless SNT so elects, it shall be your responsibility to pay all sales, use, or other taxes now or hereinafter imposed by any governmental authorities on Initial Franchise Fees, Royalty Fees, and advertising fees.

4.3.4. Amounts due relating to your participation in marketing programs pursuant to Article 8 of this Agreement.

4.3.5. All amounts due SNT and its Affiliates, all Designated Suppliers, Designated Distributors, and your other trade creditors, and your landlord (unless such amount is subject to a bona fide dispute).

4.4. No Set-Off Rights. You may not set off, deduct, or otherwise withhold any fees or other amounts due SNT under this Agreement on grounds of alleged nonperformance by SNT of any of its obligations or for any other reason. Withholding royalties or any other amounts due SNT is a material breach of this Agreement.

4.5. Accounting Period. SNT shall have the right to define applicable accounting periods for purposes of calculating and paying amounts due under this Agreement. Each period, which may be defined in

terms of days, weeks, or months, in SNT's sole discretion, will be considered an "**Accounting Period**" for all purposes under this Agreement. SNT has the right to change or modify the definition of an Accounting Period, in its discretion, for the entire SAUCE N TOSS® franchise system, generally, or for you, individually, if you fail to comply with this Agreement. SNT shall provide you at least 30 days advance written notice of any change in Accounting Period affecting the SAUCE N TOSS® franchise system, or at least 30 days advance written notice of any change in Accounting Period affecting you, individually, based on your noncompliance under this Agreement. You shall make all changes necessary to conform to such change or modification.

4.6. Payment Terms and Procedures. All payments required by this Agreement must be paid within the time SNT specifies ("**Due Date**"). If the Due Date is not a Business Day, then payment will be due on the next Business Day. SNT shall determine the amount of the Royalty Fee and other amounts due under this Agreement by accessing and retrieving Gross Sales data from your computer system, as permitted by Article 10. On each Due Date, SNT will transfer from your commercial bank operating account ("**Account**") the fees and Fund contributions due and owing.

4.7. Electronic Fund Transfer. At SNT's election, you shall participate in SNT's then-current electronic funds transfer program authorizing SNT to use a pre-authorized bank draft system. You shall: **(a)** comply with SNT's procedures, as may specified in a separate manual or otherwise in writing; **(b)** perform those acts and sign and deliver those documents as may be necessary to accomplish payment by electronic funds transfer as described in this Section 4.7.; **(c)** give SNT an authorization in the form designated by SNT to initiate debit entries and/or credit correction entries to the Account for payments of the Royalty Fee and all other amounts payable under this Agreement, including any interest charges; and **(d)** make sufficient funds available in the Account for withdrawal by electronic funds transfer no later than the Due Date for payment thereof. Notwithstanding the provisions of this Article 4, SNT reserves the right to modify, at its option, the method by which you pay the Royalty Fee and other amounts owed under this Agreement upon receipt of written notice by SNT. Your failure to have sufficient funds in the Account is a material breach of this Agreement.

4.8. Interest for Late Payments; Nonsufficient Funds Charge. Any payments not received by SNT by the Due Date will be owed a $100 late fee per day, and accrue interest at the rate of 10% per annum or the highest lawful interest rate permitted by the jurisdiction in which the Store operates, whichever is less. If any check or draft, electronic or otherwise, is returned for insufficient funds, you shall pay to SNT a nonsufficient funds charge for each check or draft in the amount of $50 (which may be increased each year by an amount not to exceed 10% of the then-current amount) and reimburse SNT for all expenses that it incurs because of such nonsufficient funds.

4.9. Partial Payments; Application of Payments. If you pay less than the amount due, your payment will be considered a partial payment. SNT may accept such payment as a partial payment, irrespective of any endorsement or other statement that the payment constitutes full payment. SNT's acceptance of such partial payment will not be considered a waiver of any of its right to demand or receive full payment, and you hereby waive any estoppel defense in this regard. SNT may apply your payments to any indebtedness, in its sole and reasonable discretion, regardless of any designation that accompanies the payment.

4.10. Administration Fees, Collection Costs, and Expenses. If you fail to comply with any of the terms or conditions of this Agreement, SNT has the right to impose, and you shall pay on demand, an administrative fee, in an amount not to exceed $100 per hour, for all time spent by SNT's personnel in connection with addressing and resolving your failure to comply with the terms of this Agreement (including, for example, your failure to timely provide financial information, a copy of your lease, a copy of your insurance certificate, *etc.)*. This administrative fee will be in addition to any other fees

due because of your noncompliance with this Agreement. You also must promptly reimburse SNT for any and all costs and expenses that it incurs in enforcing the terms of this Agreement including, without limitation, fees paid to a collection agency and reasonable attorneys' fees and accountants' fees. The fees and reimbursement obligations described in this Section 4.10. are in addition to and not in lieu of any other remedies available to SNT under this Agreement or applicable law.

4.11. Document Preparation Fees. To help offset legal and administrative costs incurred in connection with the preparation of this Agreement and any amendments to this Agreement, SNT has the right to charge, and you agree to pay, a document preparation fee of $250 for the Agreement, plus $250 for each amendment agreement to the Agreement, regardless of when the amendment agreement is drafted.

4.12. Materials, goods, equipment, tools. You are responsible for all costs related to the purchase, shipping, storage, and other fees associated with the equipment, tools, goods and materials required to run your Store.

5. TRAINING AND ASSISTANCE

5.1. Initial Training. At least 30 days before the Opening Date of your first Store, at least one person must attend and complete to SNT's satisfaction, SNT's then-current initial training program. We may require you to attend additional on-the-job training at a Certified Training Store selected by us or to attend training provided by a third party. These training programs may be provided in cities other than the Chicagoland area.

5.2. Pre-Opening Consultation. In addition to the site selection assistance described in Section 3.1., SNT shall provide pre-opening consultation and advice it deems appropriate, by telephone or other remote means, which may include advice regarding site development and build-out; employee staffing, recruiting, and training, purchasing and inventory control; and such other matters as SNT deems appropriate.

5.3. Ongoing Consultation. SNT shall provide such ongoing consultation and advice as it deems appropriate, which may include information about new product development, instruction concerning the operation and management of a SAUCE N TOSS® Store, advertising and marketing advice, and financial and accounting advice. Such consultation and advice may be provided, in SNT's discretion, through Store visits by SNT personnel or other persons it designates, via meetings, seminars, or conferences, and/or through dissemination of electronic or printed materials.

5.4. Additional and/or Remedial Training.

5.4.1. You shall cause your Operating Principal, District Manager, and other employees that SNT designates to attend such additional courses, seminars, and other training programs which may be offered in various formats, including but not limited to, third-party providers, online training, regional meetings or seminars, traditional classroom training, and programs offered at the SAUCE N TOSS Franchise Meeting. SNT or the third-party providers may charge tuition for the additional courses, seminars, or other training programs, and you are responsible for all training-related costs and expenses including, without limitation, tuition/attendance fees, salary, travel, lodging, and dining costs for all employees who participate in the training.

5.4.2. Prior to the opening of your store, SNT shall provide you with a total of 3 days of on-site opening assistance. This assistance shall consist of our designated agent traveling to your site location, or another location so long as it is reasonably within the same proximity as your store location (determined at our discretion). The training shall include up to six hours of daily instruction, including but not limited to our agent demonstrating how to use, store, prepare, present, clean and/or advertise

products and materials. At any time during the Term of this Agreement, if you request, or if SNT determines in its sole discretion it is necessary, SNT will provide on-site remedial training, subject to the availability of SNT's personnel. You will pay SNT the per diem fee then being charged for on-site remedial training and pay or reimburse SNT for the expenses incurred by its representatives, including the costs of travel, lodging, and meals.

5.5. Performance by Delegate. You acknowledge and agree that any rights or duties of SNT may be exercised and/or performed by any of SNT's designees, agents (who may be an unaffiliated third party), or employees. SNT reserves the right to retain the services of a master development agent ("**Area Director**") in the geographic area in which the Store will be located. In such event, the Area Director may provide certain consultation, advice, services, and assistance as SNT may direct. You acknowledge and agree that you are not an intended third-party beneficiary under any agreement between SNT and any Area Director.

6. OPERATION OF THE FRANCHISED BUSINESS

6.1. General Operating Requirements. You understand and acknowledge that every detail of the System is essential to maintain and enhance the goodwill associated with the Marks and the integrity of the brand. Accordingly, you agree as follows:

6.1.1. To operate the Franchised Business according to the highest applicable health standards and ratings, to timely obtain any and all permits, certificates, or licenses necessary for the lawful operation of the Franchised Business, to operate the Franchised Business according to SNT's operating methods, standards, and specifications, and to maintain, at all times, a high moral and ethical standard in the operation of the Franchised Business.

6.1.2. To accept debit cards, credit cards, or other non-cash systems that SNT specifies periodically and participate in SNT's required payment procedures and collection of funds relating thereto. You further agree to acquire and install all necessary hardware and/or software used in connection with these non-cash systems. The parties acknowledge and agree that protection of customer privacy and credit card information is necessary to protect the goodwill of businesses operating under the Marks and System. Accordingly, you agree that you shall cause the Franchised Business to meet or exceed, at all times, all applicable security standards developed by the Payment Card Industry Data Security Standards ("**PCI DSS**") council or its successor and other regulations and industry standards applicable to the protection of customer privacy and credit card information, including but not limited to the Fair and Accurate Credit Transaction Act ("**FACTA**"), and all other data security requirements we prescribe. You are solely responsible for educating yourself as to these regulations and standards and for achieving and maintaining applicable compliance certifications. You shall defend, indemnify, and hold SNT harmless from and against all claims arising out of or related to your violation of the provisions of this Section 6.1.2.

6.1.3. To notify SNT immediately by telephone and confirm in writing within 48 hours of any investigation or violation, actual or alleged, concerning any health, liquor, or narcotics laws or regulations or concerning any data breaches or data security threats and notify SNT in writing within 72 hours of the commencement of any investigation, action, suit, or proceeding or the issuance of any order, writ, injunction, award, or decree of any court, agency, or other government instrumentality, which may adversely affect the operation or financial condition of the Franchised Business.

6.1.4. Upon the occurrence of a Crisis Management Event, to immediately inform SNT's President or designated agent by telephone, or as set forth in this Agreement, of such event and to cooperate fully with SNT and with the appropriate authorities with respect to the investigation of the Crisis Management Event. In an effort to mitigate possible damages to the Marks and System, you must cooperate fully with SNT with respect to managing statements and other responses to the Crisis

Management Event.

6.1.5. To process and handle all customer complaints connected with or relating to the Store and promptly notify SNT of all: **(i)** food related illnesses; **(ii)** safety or health violations; **(iii)** claims exceeding $1,000; and **(iv)** any other material claims against or losses suffered by the Franchised Business. You shall maintain any communications with governmental authorities affecting the Store during the Term of this Agreement and for one year after the expiration or earlier termination hereof. If any customer of the Franchised Business contacts SNT to report a complaint about your Store, the parties agree that SNT may, in its discretion, compensate the customer in such manner as SNT determines appropriate, and you agree to reimburse SNT the amount of such compensation upon demand by SNT.

6.1.6. To attend, and cause your Operating Principal to attend, the SAUCE N TOSS Franchise Meeting.

6.1.7. To purchase and use all operations-related programs or materials we require, at our sole discretion, as if such programs or materials are supplied by third-party vendors, and you agree to pay all costs and/or fees associated with these programs or materials.

6.1.8. To comply with all laws pertaining to sending emails, including but not limited to the Controlling the Assault of Non-solicited Pornography and Market Act of 2003 ("CAN-SPAM Act").

6.2. Employee Policy; Uniforms and Employee Appearance. You shall maintain a competent, conscientious, and trained staff, and shall take such steps as are necessary to ensure that your employees preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet such minimum standards as SNT may establish from time to time in a written manual or otherwise in writing. You shall cause all employees, while working at the Store, to: **(a)** wear uniforms of such color, design, and other specifications as SNT may designate from time to time, and **(b)** present a neat and clean appearance. In no case shall any of your employees wear his or her SAUCE TOSS® uniform while working for you at any location other than the Franchised Business. Notwithstanding the foregoing, SNT does not dictate your hiring or other employment practices policies, and you are required to be knowledgeable of and adhere to all federal and state employment-related laws.

6.3. Authorized Menu Offerings; Online Ordering. You must offer and sell all menu items that SNT requires, and only those menu items that SNT has approved. You shall prepare, package, and serve all menu items in accordance with SNT's recipes, standards, and procedures for preparation, presentation, and service as communicated to you from time to time via written directives. Such standards and procedures may include, without limitation, adherence to recipes (including use of prescribed ingredients and prescribed measure of ingredients), use of containers and paper goods bearing the Marks, packaging procedures, requirements or prohibitions relating to "combo meals," product holding times, and other standards for displaying for sale menu items and other merchandise. You shall participate in all market research programs that SNT requires, which may include test- marketing new products, purchasing a reasonable quantity of new products for test-marketing, and promoting the sale of the new products, and provide SNT with timely reports and test results for all such programs. You shall participate in any online ordering program developed or implemented to allow customers to order SAUCE N TOSS® menu items or other promotional products through the Internet or through other digital applications. Participation in such program is mandatory.

6.4. Purchase Requirements. You must purchase and install, at your expense, all fixtures, furnishings, equipment, decor, trade dress, signs, and other items as SNT may reasonably direct; and shall refrain

from installing or permitting to be installed on or about the Store premises any fixtures, furnishings, equipment, decor, signs, vending or game machines, or other items not approved for use by SNT. In addition, you shall purchase and use only ingredients, containers, packaging materials, and supplies that conform to SNT's standards and specifications; and shall purchase, use, offer, and/or promote the food and beverage products and other ingredients which are produced or manufactured in accordance with SNT's proprietary recipes, specifications, and/or formulas or which SNT designates as "**Proprietary Products**." The cost of initial equipment, which includes utensils, gloves, masks, hairnets, plates, knives, platters, thermometers, mops, brooms, cleaning goods, etc.. We reasonably anticipate the total cost of the initial equipment to be between $60,000 and $100,000. We shall designate the suppliers from whom you must order and purchase the specific equipment we determine. You acknowledge and agree it is essential you use only our Designated Suppliers for these products.

6.5. Purchases from Designated Sources.

6.5.1. You agree to purchase only from SNT or suppliers designated by SNT, unless SNT allows for deviation in writing, ("**Designated Suppliers**"): **(a)** fixtures, furniture, equipment, interior and exterior signage, graphics, decor, trade dress, as SNT defines trade dress, and Store design consulting services; **(b)** food products and ingredients whether or not they are developed by or for us pursuant to a special recipe, formula, or specifications, including but not limited to bread, bread products, meat, and protein-related products; **(c)** all fountain and bottled beverages; **(d)** uniforms, shirts, memorabilia, and all merchandise and items intended for retail sale (whether or not bearing our Marks); **(e)** advertising, point-of-purchase materials, and other printed promotional materials; **(f)** gift certificates and stored value cards; **(g)** stationery, business cards, contracts, and forms; **(h)** bags, packaging, and supplies bearing our Marks; and **(i)** all other goods and/or services as SNT requires. In addition to Designated Suppliers, SNT may require you to buy your requirements of food, ingredients, and supplies from affiliated or third- party distributors ("**Designated Distributors**"), and you shall comply with all such requirements. SNT may establish commissaries and distribution facilities owned and operated by SNT or an Affiliate that SNT may deem a Designated Distributor. SNT may receive money or other benefits from Designated Suppliers and Designated Distributors based on your purchases; you agree that SNT has the right to retain and use all such benefits as it deems appropriate, in its sole discretion. You will order directly through us all Raw Food Materials, which includes but is not limited to: protein (chicken, beef, etc.), vegetables, spices, seasonings, sauces, condiments, accouterments, broths, oils, and side dishes ("Raw Food Materials"). The list of Raw Food Materials contained herein is not exhaustive and may be freely amended and/or supplemented by us at any time by notifying you of the amendment. The need for uniformity and consistency requires that you strictly abide by the terms in the Franchise Agreement, especially as it concerns the finished food product(s).

6.5.2. You may purchase from any supplier items and services for which SNT has not identified Designated Suppliers or Designated Distributors, as long as the items and services meet SNT's specifications. These specifications may include brand requirements ("**Approved Brands**"), and to the extent that Approved Brands have been identified, you may purchase and use only the Approved Brands.

6.5.3. SNT may from time to time modify the list of Designated Suppliers, Designated Distributors, and/or Approved Brands. You shall promptly comply with all such modifications. **SNT is not responsible for any delays, damages, acts of God, or defects relating to your purchases of goods or services from Designated Suppliers or Designated Distributors. SNT is not responsible for any cost increases related to increases in material costs, commodity prices, shipping and transportation costs, or other costs. Additionally, SNT makes no warranties concerning the freshness, quality, or shelf-life of any product sold by Designated Suppliers or Designated**

Distributors and expressly disclaims all implied warranties with respect to products sold by Designated Suppliers and Designated Distributors, including the warranty of merchantability and/or fitness for a particular use. You are solely responsible for inspecting all products and ingredients and determining their fitness for sale or use. You hereby waive all claims against SNT arising out of or relating to the quality and/or fitness of products supplied by Designated Suppliers and Designated Distributors.

6.5.4. SNT may approve one or more suppliers for any goods or materials and may approve a supplier only as to certain goods or materials. SNT may concentrate purchases with one or more suppliers or distributors to obtain lower prices and/or the best advertising support and/or services for any group of SAUCE N TOSS® Stores or any other group of Stores franchised or operated by SNT or its Affiliates. Approval of a supplier may be conditioned on requirements relating to the frequency of delivery, reporting capabilities, standards of service, including prompt attention to complaints, or other criteria, and concentration of purchases, as set forth above, and may be temporary pending a further evaluation of such supplier by SNT.

6.5.5. If you propose to purchase from a previously unapproved source, you shall submit to SNT a written request for such approval, or shall request the supplier to submit a written request on its own behalf. SNT has the right to require, as a condition of its approval, that its representatives be permitted to inspect the supplier's facilities, and that such information, specifications, and samples as SNT reasonably requires be delivered to SNT and/or to an independent, certified laboratory designated by SNT for testing prior to granting approval. A charge not to exceed the reasonable cost of the inspection and the actual cost of the test shall be paid by you. SNT will notify you within 60 days of your request as to whether you are authorized to purchase such products from that supplier. SNT reserves the right, at its option, to re-inspect the facilities and products of any such approved supplier and to revoke its approval of any supplier upon the suppliers' failure to meet SNT's criteria for quality and reliability.

6.6. Franchised Location.

6.6.1. You shall maintain the Store (including adjacent public areas) in a clean, orderly, condition and in excellent repair and in accordance with SNT's standards. You shall, at your expense, make such additions, alterations, repairs, and replacements under this Agreement as may be required for that purpose, including, without limitation, such periodic repainting, repairing, and replacing of obsolete or deteriorated signs, furnishings, fixtures, equipment, and decor as SNT may reasonably direct.

6.6.2. You shall not cause or permit vending, game or gaming machines, pay telephones, automatic teller machines, Internet kiosks, or any other mechanical or electrical device to be installed or maintained at the Franchised Location without our consent, which consent will only be granted at our sole discretion and agreed to separately in writing.

6.6.3. You shall purchase and install, at your expense, all fixtures, furnishings, equipment, decor, signs, and other items as SNT may reasonably direct from time to time or in writing in accordance with SNT's standards and specifications; and shall refrain from installing or permitting to be installed on or about the Franchised Location, any fixtures, furnishings, equipment, decor, signs, vending, or game machines or other items not previously approved in writing as meeting SNT's standards and specifications. In the event any designated equipment is removed due to failure to comply with System standards, SNT has the right to replace such equipment, or make arrangements to have such equipment serviced, repaired, and/or cleaned at your expense.

6.6.4. At SNT's request, you shall make such alterations as may be necessary to reflect new product offerings and marketing incentives, including updating or replacing menu boards and the purchase and use of new interior signage, graphics, and/or point of sale materials.

6.6.5. At SNT's request, but not more often than once every 60 months (and in addition to any work which you may undertake pursuant to other sections of this Agreement), you shall refurbish the Store, at your own expense, to conform to the building design, trade dress, color schemes, and presentation of the Marks in a manner consistent with the then-current public image for new or remodeled SAUCE N TOSS® Stores in the System, including, without limitation, replacement or renovation of equipment, remodeling, redecoration, and modifications to existing improvements and reasonable structural changes that SNT may reasonably require or that may be required by law.

6.7. Days and Hours of Operation. You shall cause the Store to be open and operating on the days (currently six days per week) and during the hours that SNT prescribes.

6.8. Quality Assurance Inspections; Testing. SNT has the right to enter upon the Store premises, including "virtual" Store visits via in-Store video camera systems or other developing technology, during regular business hours to inspect the Store for quality assurance purposes. Such inspections are for the purpose of enforcing System standards. They are not intended to exercise, nor do they constitute, control over your day-to- day operation of your Restaurant or the Franchised Business. You shall allow SNT from time to time to obtain samples of ingredients, products, and supplies, without charge therefor, for testing for quality assurance purposes. If notified of a deficiency in SNT's System standards, you must promptly cure the deficiency. If you fail to promptly cure the deficiency, SNT may undertake to cure the deficiency on your behalf. In such case, SNT has the right to charge, and you agree to pay upon demand, a reasonable fee for its services, and you must reimburse SNT for all out-of-pocket costs that it incurred in connection with taking such corrective measures.

6.9. Pricing. To the fullest extent permitted by applicable law, SNT reserves the right to establish maximum, minimum, or other pricing requirements with respect to the prices you may charge for products or services.

6.10. Website; Social Media. SNT may, but will not be obligated to, establish and maintain from time to time SNT's website to provide information about the System and the goods and services that SAUCE N TOSS® Stores provide. SNT has sole discretion and control over the design and content of SNT's website. You agree to comply with SNT's social media policy as communicated to you and as modified from time to time.

6.11. Compliance with Laws. As between you and SNT, you are solely responsible for the safety and well-being of your employees and customers of the Franchised Business. Accordingly, you shall fully

comply with all federal, state, and local laws, rules, and regulations when exercising your rights and fulfilling your obligations under this Agreement. It is your sole responsibility to apprise yourself of the existence and requirements of all such laws, rules, and regulations and to adhere to them at all times during the Term of this Agreement.

6.12. Required Products and Services Risk. You acknowledge and agree that products, equipment, and technology are constantly changing, whether updated, improved, replaced, or discontinued. Consequently, such changes sometimes create transition and incompatibility challenges. By entering into this Agreement, you acknowledge the potential of such occurrences and assume all risk associated with such issues, which you acknowledge may affect your ability to order or receive products or to conduct business, and you acknowledge that SNT is not responsible for any damages caused by such issues or technology failures, including lost sales or profits.

7. MARKS AND COPYRIGHTS

7.1. SNT's Representations. SNT represents to you that it has obtained a license and/or sufficient authorization to use and to sublicense to you the right to use the Marks in accordance with the terms and conditions of this Agreement.

7.2. Acknowledgments. You expressly acknowledge that SNT or its Affiliate owns all right, title, and interest in and to the Marks and the goodwill associated with the Marks and that you have no ownership interest in the Marks. You further acknowledge and agree that any and all goodwill associated with the Store and identified by the Marks is SNT's property and will inure directly and exclusively to the benefit of SNT and that, upon the expiration or termination of this Agreement for any reason, no monetary amount will be assigned as attributable to any goodwill associated with your use of the Marks. You understand and agree that any use of the Marks other than as expressly authorized by this Agreement, without SNT's prior written consent, may constitute an infringement of SNT's rights herein and that the right to use the Marks granted herein does not extend beyond the termination or expiration of this Agreement.

7.3. Use of the Marks. You shall use only the Marks designated by SNT, shall use them only in the manner that SNT authorizes and permits, and shall use them with the symbols "®", or "™"", as appropriate and as instructed by us. You shall use the Marks only in connection with the operation and promotion of the Franchised Business and only in the manner prescribed by SNT. Notwithstanding the foregoing, you may not use the Marks, or allow the Marks to be used, by any other person or entity, in conjunction with selling the Store or the assets associated therewith or the Franchised Business, or placing an advertisement or listing, in or through any form of media, which advertisement seeks to sell, in whole or in part, the Store or the assets associated therewith, or that seeks to source a loan or investor for the Store or the Franchised Business. Such advertisements or listings must only describe the Store or the Franchised Business in general terms. You must enforce this restriction with the activities of all sales agents, brokers, or other representatives who assist you with such sale. You may not contest ownership or validity of the Marks or any registration thereof or engage in any conduct that adversely affects the ownership or registration of the Marks or SNT's right to use or to sublicense the use of the Marks. You shall execute all documents that SNT requests in order to protect the Marks or to maintain their validity and enforceability.

7.4. Restriction Against Use in Your Corporate Name. You may not use the Marks or any part thereof in your corporate name, and you may not use them to incur any obligation or indebtedness on SNT's behalf.

7.5. Restriction Against Use of the Marks and Copyrighted Works on the Internet. You may not use

the Marks or any part or derivative thereof or any of SNT's Copyrighted Works on the Internet, except as expressly permitted in writing. Without limiting the generality of the foregoing, you may not use the Marks or any part or derivative of the Marks or any abbreviation, acronym, or phonetic variation thereof as part of any URL or, domain name, including but not limited to any gaming website, social networking website, or marketing/discounting website; as part of any user name; as part of any unauthorized email address; or as part of any unauthorized software application (app). You also may not display on any website (including commercial websites, gaming websites, social networking websites, and marketing and advertising websites) any of SNT's Copyrighted Works, which include the design portion of its Marks, or any menu items or collateral merchandise identified by the Marks. Additionally, you acknowledge that WFFI is the lawful, rightful, and sole owner of certain Internet domain names that have been established or may be established by SNT in the future, and you unconditionally disclaim any ownership interest in those or any colorably similar Internet domain name(s).

7.6. Notice. You shall identify yourself as an independent franchise owner of the Franchised Business in conjunction with any use of the Marks or operation of the Franchised Business, including, but not limited to, such use on email signatures, invoices, order forms, receipts, business stationery, business cards, and contracts, as well as at such conspicuous locations at the Store as SNT may designate in writing.

7.7. Infringement. You shall promptly notify SNT of any suspected unauthorized use of, or any challenge to the validity of the Marks, Copyrighted Works, or any challenge to SNT's or its Affiliates' ownership of, SNT's license to use and to license others to use, or your right to use, the Marks or Copyrighted Works licensed under this Agreement. SNT shall have complete discretion to take any action it deems appropriate in connection with any infringement of, or challenge or claim to, any Mark or Copyrighted Work and the right to control exclusively, or to delegate control of, any settlement, litigation, Patent and Trademark Office proceeding, or other proceeding arising out of any such alleged infringement, challenge, or claim or otherwise relating to any Mark or Copyrighted Work. SNT or its Affiliate has the right to direct and control any administrative proceeding or litigation, or other adjudicative proceeding involving the Marks or Copyrighted Works, including any settlement thereof. In the event of any litigation relating to your use of the Marks or Copyrighted Works, you shall execute any and all documents and do such acts as may, in the opinion of SNT, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Marks or Copyrighted Works in a manner inconsistent with the terms of this Agreement, SNT agrees to reimburse you for your associated costs.

7.8. Changes to the Marks. SNT reserves the right, in its sole discretion, to designate one or more new, modified or replacement Marks for your use and to require your use of any such new, modified or replacement Marks in addition to or in lieu of any previously designated Marks. You must comply with any such directive relating to the use of new, modified, or replacement Marks within 60 days following your receipt of our written notice to you.

8. ADVERTISING AND MARKETING

8.1. General. All of your promotional and marketing materials must be presented in a dignified manner and must conform to SNT's standards and specifications related to advertising, marketing, and trademark use. You shall submit to SNT samples of proposed promotional and marketing materials and notify SNT of the intended media before first publication or use. SNT shall use reasonable efforts to approve or disapprove proposed promotional and marketing materials within 15 days of their receipt. You may not use the promotional or marketing materials until SNT expressly approves the

materials and the proposed media. Once approved, you may use the materials only in connection with the media for which they were approved. SNT may disapprove your promotional or marketing materials, or the media for which they were approved, at any time, and you must discontinue using any disapproved materials or media upon your receipt of written notice of disapproval.

8.2. Marketing Contribution. You will pay a monthly contribution in the amount of 2% of gross billings or $550 monthly, whichever amount is greater, which will be applied towards the marketing, good will, brand recognition, and continued efforts to improve the Sauce N Toss brand and franchise (among other uses). The monies collected under this paragraph may be used entirely at our discretion for any purpose, including but not limited to: (1) salaries, benefits and any other payments made to employees/team members or any other individual or entity providing services to the Fund; (2) broadcast or print advertising; (3) the creation, development and production of advertising and promotional materials; (4) any marketing or related research and development; and (5) advertising and marketing expenses, including services provided by advertising agencies, public relations firms or other marketing, research or consulting firms or agencies, menu designs, customer incentive programs, sponsorships, marketing meetings and sales incentives, development of our website and intranet system, Internet access provider costs, subscriptions to industry newsletters or magazines, and administrative costs and salaries for marketing support personnel. We determine the use of the monies collected and we have no obligation to keep the monies collected in a separate account and may commingle the funds as we deem fit. We are not required to spend any particular amount on marketing, advertising or promotion in the area in which your Business is located. We reserve the right to increase the amount of the percentage you are required to pay and/or the Marketing Cap, upon 60 days' notice, but in no event will the Marketing Contribution exceed 3% of Gross Billings or $550, whichever is greater. We oversee the advertising program and use the marketing collection to create marketing materials and conduct national, regional or local advertising as we determine appropriate. Although we do not have an advertising council, we do have the right to form, change or dissolve any advertising council. We may use an outside national, regional, or local advertising agency and we anticipate using local and regional media and the internet.

8.3. Internet domain. We shall provide a functioning website to your store, as part of the Marketing Contribution we collect monthly.

9. ACCOUNTING AND RECORDS; TAXES

9.1. Independent Access. SNT may independently poll Gross Sales and other information input and compiled by your POS System from a remote location. There is no limitation on SNT's right to access this information. SNT may require that you connect to a web-based application enabling independent access to the information on your POS System and other in-Store computer and camera systems. If SNT requires your connection to such an application, you agree to acquire all software licenses needed to use the application (which may require your payment of periodic subscription fees) and to install and use all hardware needed to connect to the application and to facilitate the exchange of electronic information as contemplated by this Section 10.3.

9.2. Maintenance of Records. You shall prepare and preserve for at least five years from the date of preparation complete and accurate books, records, and accounts according to generally accepted accounting principles and in the form SNT prescribes. Additionally, concurrently with the execution of this Agreement, you must provide SNT true and accurate copies of your charter documents and governing documents including Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution hereof, and any

amendments to the foregoing. You shall promptly provide such additional information as SNT may from time to time request concerning all persons who may have any direct or indirect financial

interest in the Business Entity.

9.3. Submission of Financial Statements and Tax Returns. No later than March 31 of each calendar year, you shall provide to SNT: **(a)** a copy of the previous year's annual profit and loss statements; **(b)** a copy of the previous year's sales tax returns; and **(c)** if requested, a copy of your federal and state income tax returns for the previous year; provided, however, that if you are an individual franchisee, you may submit only those schedules to your personal tax returns which reflect the revenues and expenses of the Franchised Business.

9.4. Submission of Performance Reports. You must accurately report to SNT the Store's Gross Sales and such other financial information as SNT may reasonably require using the procedures that SNT prescribes periodically. Reports will be due on the date prescribed by SNT and will be signed by an authorized representative, attesting to their accuracy. Within 30 days following the end of each calendar quarter, you must provide to SNT a copy of your profit and loss statements prepared according to generally accepted accounting principles and which accurately reflect your financial information for the applicable Accounting Periods. SNT may require that you submit the profit and loss statements in a standardized format that we provide to all of our franchisees. You also must provide to SNT such other reports, computer back-up, and other information that SNT may reasonably request.

9.5. Audit of Franchisee Records. SNT or its designated agent has the right to audit, examine, and copy your books, records, accounts, and business tax returns at any time. If an inspection or audit reveals underpayment of amounts owed to SNT, you shall immediately pay the understated amount with interest as provided in Section 4.8. If an audit or inspection reveals your understatement of Gross Sales by 3% or more for any Accounting Period then, in addition to amounts due on the understatement and interest, you shall promptly reimburse SNT all costs and expenses that it incurred in connection with performing the audit or inspection (including travel, lodging and wage expenses, and attorneys' and accountants' fees).

9.6. Use of Financial Information in Franchise Disclosure Document. You acknowledge and agree that it may be in the best interest of the franchise system to share historical revenue and expense information with prospective franchisees. To that end, you hereby authorize SNT to publish information concerning the Store's Gross Sales and other information reported to SNT in its franchise disclosure document.

9.7. Taxes. You shall promptly pay all taxes due and owing based on your operation of the Store and the Franchised Business including, without limitation, sales taxes, income taxes, and property taxes.

10. INDEPENDENT CONTRACTOR, INSURANCE, AND INDEMNIFICATION

10.1. Independent Contractor. The parties acknowledge and agree that you are operating the Franchised Business as an independent contractor. Nothing contained in this Agreement will create or be construed to create a partnership, joint venture, or agency relationship between the parties. Neither party has any fiduciary obligations to the other, or will be liable for the debts or obligations of the other. Neither party may bind the other, transact business in the other party's name, or in any manner make any promises or representations on behalf of the other party, unless otherwise agreed in writing, between them. SNT does not participate in the hiring, promoting, disciplining, or discharging of your employees or in setting or paying wages or benefits to your employees, and you acknowledge that SNT has no power, responsibility, or liability with respect to the hiring, promoting, disciplining, or discharging of employees or in setting or paying their wages. You shall conspicuously identify yourself and the Franchised Business in all dealings with your customers, contractors, suppliers, public officials, and others, as an independent franchisee of SNT, and shall place a conspicuous notice,

in the form and at such place as SNT prescribes, notifying the public of such independent ownership. Additionally, you must communicate to all employees that you, not SNT, are their employer; and you must ensure that no payroll checks or other employment-related documents (such as job applications and W-2s) contain or reference the Marks or SNT's name. Each of the parties will file its own tax, regulatory, and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

10.2. Insurance Obligations.

10.2.1. You shall maintain in full force and effect at all times during the Term of this Agreement, at your expense, an insurance policy or policies protecting you, SNT, and its Affiliates and their respective partners, shareholders, directors, managers, agents, and employees, against any demand or claim with respect to personal and bodily injury, death, or property damage, or any loss, liability, or expense arising or occurring upon or in connection with the operation of the Franchised Business.

10.2.2. All policies must: **(a)** be written by insurer(s) licensed and admitted to write coverage in the state in which the Franchised Business is located and with a rating of "A" or better as set forth in the most recent edition of the A.M. Best Company's rating guide; **(b)** comply with SNT's written requirements at the time such policies are obtained, and **(c)** provide at least the types and minimum amounts of coverage specified below or as described within SNT's written notice to you of any changes to the requirements. All public liability and property damage policies must name SNT and its partners, affiliates, shareholders, directors, agents, and employees as additional insureds on a primary, non-contributory basis.

10.2.3. Such policies must include, at the minimum, the following coverage: **(a)** "all risk" property insurance, including business interruption insurance, customarily obtained by similar businesses in the Store's principal trade area; **(b)** comprehensive general liability insurance, including products and contractual, in an amount of not less than $2,000,000 per occurrence; and **(c)** workers' compensation insurance in amounts required by applicable law or, if permissible under applicable law, any legally appropriate alternative providing substantially similar compensation for injured workers satisfactory to SNT. SNT reserves the right to unilaterally modify the types of coverage and/or minimum coverage requirements set forth above as market or industry conditions warrant.

10.2.4. In connection with any and all insurance that you are required to maintain under this Section 11.2., you and your insurers shall agree to waive their rights of subrogation against SNT, and you shall provide evidence of such waiver in accordance with this Section 11.2.

10.2.5. Your obligation to obtain and maintain insurance must not be limited in any way by reason of any insurance which may be maintained by SNT, nor will your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 11.3. of this Agreement.

10.2.6. All public liability and property damage policies must contain a provision that SNT and its Affiliates, although named as additional insureds, must nevertheless be entitled to recover under such policies on any loss occasioned to SNT, or its Affiliates, partners, shareholders, officers, directors, agents, or employees by reason of your negligence.

10.2.7. At least 10 days prior to the time you are first required to carry insurance, and thereafter at least 30 days prior to the expiration of any policy, you shall deliver to SNT a certificate of insurance evidencing your compliance with this Article 10. Each certificate of insurance must expressly provide that no less than 30 days' prior written notice will be given to SNT in the event of

material alteration to or cancellation or non-renewal of the coverages evidenced by such certificates. If you do not provide to us the certificates of insurance within the required time period, you must pay us $250 for each certificate you do not submit, plus the administrative fee described in Section 4.10., but you remain obligated to fulfill all insurance requirements in this Agreement.

10.2.8. If you fail to procure or maintain these minimum insurance requirements, SNT or its designee has the right (but is not required) to procure such insurance on your behalf. Such right will be in addition to and not in lieu of any other rights or remedies available to SNT. If this occurs, you shall reimburse SNT the cost of the premium upon demand, and also upon demand, pay a reasonable administrative fee as set forth in Section 4.10., above.

10.3. Indemnification. You shall indemnify and hold harmless to the fullest extent by law, SNT, its Affiliates, and their respective directors, officers, employees, shareholders, and agents, (collectively, "**Indemnitees**") from any and all "**losses and expenses**" (as hereinafter defined) incurred in connection with any litigation or other form of administrative process, adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof, which arises directly or indirectly from, as a result of, or in connection with your employment relationships with your employees; the training you, your Owners, or any of your employees receive by us; your breach of this Agreement, and/or your operation of the Franchised Business including, but not limited to, claims arising out of or as a result of the maintenance and operation of vehicles or the Franchised Location (collectively, "**event**"), and regardless of whether the losses and expenses resulted from any strict or vicarious liability imposed by law on the Indemnitees; provided, however, that this indemnity will not apply to any liability arising from the gross negligence of Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided in this Agreement will extend to any finding of comparative negligence or contributory negligence attributable to you). For the purpose of this Section 10.3., the term "**losses and expenses**" will be deemed to include compensatory, exemplary, or punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to SNT's reputation and goodwill; and all other costs associated with any of the foregoing losses and expenses. Under no circumstances will SNT be required or obligated to seek recovery from third parties or otherwise mitigate its losses in order to maintain a claim under this provision, and SNT's failure to seek such recovery or mitigate its loss will in no way reduce the amounts recoverable by SNT under this provision. You must give SNT prompt notice of any event of which you are aware, for which indemnification is required, and, at your expense and risk, SNT may elect to assume (but under no circumstance is obligated to undertake) the defense and/or settlement thereof, provided that SNT will seek your advice and counsel. Any assumption by SNT will not modify your indemnification obligation. SNT may, in its sole and absolute discretion, take such actions as it seems necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereof as may be, in SNT's sole and absolute discretion, necessary for the protection of the Indemnitees or the System. This provision survives termination or expiration of this Agreement.

11. TRANSFER OF INTEREST

11.1. Transfer by SNT. SNT may transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of SNT's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations, and shall become solely responsible for all of SNT's obligations under this Agreement from the date of assignment. In addition, and without limitation to the foregoing, you expressly affirm and agree that SNT and/or its Affiliates may sell their assets, the Marks, the Copyrighted Works, or the System; may sell securities in a public offering or in

a private placement; may merge, acquire other corporations, or be acquired by another corporation; and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring. With regard to any of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of SNT's name, the Marks (or any variation thereof), the Copyrighted Works, the System, and/or the loss of association with or identification of SAUCE N TOSS Franchise, as the franchisor under this Agreement. You specifically waive any and all other claims, demands, or damages arising from or related to the foregoing merger, acquisition and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing. You agree that SNT has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as SAUCE N TOSS® Stores operating under the Marks, the Copyrighted Works or any other marks following SNT's purchase, merger, acquisition or affiliation, regardless of the location of these facilities (which you acknowledge may be proximate to the Franchised Business).

(a) Transfer by Individual Franchisee to Business Entity for Convenience. If you are an individual, you may transfer your interest in this Agreement to a Business Entity for convenience of operation by signing SNT's standard form of assignment and assumption agreement if: **(a)** the Business Entity is formed solely for purposes of operating the Franchised Business; **(b)** you provide to SNT a copy of the Business Entity's formation and governing documents and a certificate of good standing from the jurisdiction under which the Business Entity was formed; **(c)** you and your Affiliates are in compliance with this Agreement and all other agreements with SNT or its affiliates; you pay SNT its reasonable attorneys' fees; and **(e)** you and each Owner and guarantor execute a general release in a form satisfactory to SNT of any and all claims against SNT and its Affiliates and their respective officers, directors, managers, shareholders, agents, and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances; provided, however, that any release will not be inconsistent with any state law regulating franchising.

11.2. Transfer Among Owners; Transfer of Non-Controlling Interest. If you are a Business Entity, your Owners may transfer their ownership interests in the Business Entity among each other, and may transfer up to a Non- Controlling Interest in the Business Entity to one or more third parties if: **(a)** you have provided to SNT advance notice of the transfer; **(b)** you and your Affiliates are in compliance with this Agreement and all other agreements with SNT or its Affiliates; **(c)** you sign an amendment reflecting the new ownership; **(d)** each new Owner has signed a Guaranty and Personal Undertaking in the form as provided by SNT; **(e)** you pay SNT its reasonable attorneys' fees; and **(f)** you and each Owner and guarantor execute a general release in a form satisfactory to SNT of any and all claims against SNT and its Affiliates and their respective officers, directors, managers, shareholders, agents, and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances; provided, however, that any release will not be inconsistent with any state law regulating franchising.

11.3. Transfer of Agreement; Transfer of the Franchised Business; Transfer of Controlling Interest. All other transfers (including any sale or transfer of your interest in this Agreement, the sale or transfer of all or substantially all of the assets of the Store, and the sale of a Controlling Interest in you if you are a Business Entity) require SNT's prior written consent. SNT will not unreasonably withhold its consent to a transfer, but may condition its consent on satisfaction of any or all of the following:

11.3.1. You have provided SNT the following at least 120 days prior to the proposed closing date of the proposed transfer: **(a)** written request for SNT's consent to the transfer; **(b)** payment

of the non-refundable Transfer Fee; and **(c)** a copy of the proposed asset purchase/transfer agreements, including sale terms. The "**Transfer Fee**" is non-refundable and is $5,000.

11.3.2. The transferee has demonstrated to SNT's satisfaction that the transferee meets SNT's then- current educational, managerial and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the Franchised Business; and meets SNT's then-current liquid and net worth requirements.

11.3.3. All of your accrued monetary obligations and all other outstanding obligations to SNT, its Affiliates, and your third-party suppliers are, or will be at the time of the transfer, current and fully paid and satisfied, and you must be in full compliance with this Agreement and any other agreements between you and SNT, its Affiliates, and your suppliers.

11.3.4. You or the transferee have refurbished the Store premises prior to the closing of the transfer such that the Store meets SNT's image requirements for new SAUCE N TOSS® Stores, or so that it meets SNT's then- current repair and maintenance standards, whichever SNT chooses at its sole discretion.

11.3.5. You and each Owner have executed a general release, in a form satisfactory to SNT, of any and all claims against SNT and its Affiliates and their respective officers, directors, shareholders, agents and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances; provided, however, that any release will not be inconsistent with any state law regulating franchising.

11.3.6. The transferee executes SNT's then-current form of Franchise Agreement, the terms of which may be materially different than the terms of this Agreement and may include, among other things, a different percentage royalty fee and different advertising obligations. The term of such agreement will be the remaining Term of this Agreement at the time of transfer. If the transferee is a Business Entity, then the transferee's Owners each must sign SNT's standard form of Guaranty and Personal Undertaking.

11.3.7. The transferee shall have complied with SNT's then-current initial training requirements.

11.3.8. If SNT introduced the buyer to you, you have paid all fees due SNT under its then-current franchise resale policy or program.

11.3.9. If SNT consents to the transfer contemplated by this Section 11., and if for any reason the transfer does not close, you must reimburse SNT for its reasonable attorneys' fees incurred in conjunction with the abandoned transfer.

11.4. Transfers Void. Any purported transfer, by operation of law or otherwise, made without SNT's prior written consent will be considered null and void and will be considered a material breach of this Agreement.

11.5. Security Interest. You may grant a security interest in this Agreement or the franchise represented by this Agreement only to the limited extent permitted by Section 9-408 of the Uniform Commercial Code. Any such security interest may only attach to an interest in the proceeds of the operation of the Franchised Business and may not entitle or permit the secured party to take possession of or operate the Franchised Business or to transfer your interest in the franchise without SNT's consent.

11.6. Right of First Refusal. If you receive a bona fide offer to purchase your interest in this Agreement or all or substantially all of the assets of the Store, or if any Owner receives a bona fide offer to purchase his or her equity interests in you, and you or such Owner wishes to accept such offer, you or the Owner must deliver to SNT written notification of the offer and, except as otherwise provided

herein, SNT has option, exercisable within 30 days after receipt of such written notification, to purchase the seller's interest on the same terms and conditions offered by the third party. If the bona fide offer provides for the exchange of assets other than cash or cash equivalents, the bona fide offer must include the fair market value of the assets and you shall submit with the notice an appraisal prepared by a qualified independent third party evidencing the fair market value of such assets as of the date of the offer. Any material change in the terms of any offer prior to closing will constitute a new offer subject to the same right of first refusal by SNT as in the case of an initial offer. If SNT elects to purchase the seller's interest, closing on such purchase must occur by the later of: **(a)** the closing date specified in the third-party offer; or
(b) within 60 days from the date of notice to the seller of SNT's election to purchase. SNT's failure to exercise the option described in this Section 12.8. will not constitute a waiver of any of the transfer conditions set forth in this Article 12.

11.7. Transfer Upon Death or Incapacity. Upon the death or permanent incapacity (mental or physical) of any person with an interest in this Agreement, in you, or in all or substantially all of the assets of the Franchised Business, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by SNT within six months after such death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same conditions as an *inter vivos* transfer, except that the Transfer Fee will be waived. In the case of transfer by devise or inheritance, however, if the heirs or beneficiaries of any such person are unable to meet the conditions of this Article 12., the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by SNT within six months, which disposition will be subject to all the terms and conditions for transfer contained in this Agreement. If the interest is not disposed of within such period, SNT may, at its option, terminate this Agreement.

11.8. Non-Waiver of Claims. SNT's consent to a transfer will not constitute a waiver of any claims it may have against the transferring party, and it will not be deemed a waiver of SNT's right to demand strict compliance with any of the terms of this Agreement, or any other agreement to which SNT and the transferor are parties.

12. DEFAULT AND TERMINATION

12.1. Termination In the Event of Bankruptcy or Insolvency. You shall be deemed to be in default under this Agreement, and all rights granted to you in this Agreement will automatically terminate without notice, if you become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed and against you and you do not oppose it; if you are adjudicated as bankrupt or insolvent; 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; 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; if proceedings for a composition with creditors under any state or federal law is instituted by or against you; if a final judgment remains unsatisfied or of record for 30 days or longer (unless a *supersedeas* bond is filed); if you are dissolved; if execution is levied against your business or property; if judicial, non-judicial, or administrative proceedings to foreclose any lien or mortgage against the Franchised Location premises or assets or equipment is instituted against you and not dismissed within 30 days; or if the real or personal property of the Franchised Business is sold after levy thereupon by any sheriff, marshal, or constable.

12.2. Termination for Failure to Meet Minimum Gross Billings. SNT has the right to terminate this Franchise Agreement without a period to cure in the event you do not meet the minimum Gross Billings, which are (1) $50,000 for the first calendar year of operation; (2) $100,000 for the second year of

operation; and (3) $200,000 for the third year and each subsequent year of operation.

12.3. Termination With Notice and Without Opportunity To Cure. SNT has the right to terminate this Agreement, which termination will become effective upon delivery of notice without opportunity to cure if: **(a)** your Operating Principal or District Manager fails to successfully complete training; **(b)** you fail to open the Store for business by the Opening Date and have not sought and received an extension from us in writing; **(c)** you abandon the Franchised Business (which will be presumed if you cease operations for three consecutive days or more); **(d)** you lose any license required to operate the Franchised Business or you lose your right to occupy the Store premises; **(e)** you fail to relocate and open, or re-open, the Store that closed due to a Force Majeure event; **(f)** you or any Owner or District Manager are convicted of, or plead no contest to, a felony, a crime involving moral turpitude, or any other crime or offense that SNT believes is reasonably likely to have an adverse effect on the System; **(g)** there is any transfer or attempted transfer in violation of Article 12 of this Agreement; **(h)** you or any Owner fails to comply with the confidentiality or noncompetition covenants in Section 15.1. of this Agreement; **(i)** you or any Owner has made any material misrepresentations in connection with your franchise application; **(j)** you fail to comply with notification requirements set forth in Sections 6.1.3. or 6.1.4. concerning investigations and Crisis Management Events; **(k*)*** you understate any payment to SNT by 3% or more, or understate any such payment in any amount, twice in any two-year period; **(l)** an imminent threat or danger to public health or safety results from the operation of the Franchised Business; **(m)** you knowingly maintain false books or records or submit any false reports or statements to SNT; **(n)** you offer unauthorized products or services from the Store premises or in conjunction with the Marks or Copyrighted Works; **(o)** you purchase items for which SNT has identified approved or designated supplier or distributor from an unapproved source; **(p)** you fail to pass two or more quality assurance inspections within any rolling 12-month period; **(q)** you violate SNT policies for Store operations, without authorization or permission, on two or more occasions within any rolling 12-month period; **(r)** you fail to participate in any advertising or marketing program pursuant to this Agreement or fail to maintain required hours of operation on two or more occasions without prior written permission, within any rolling 12-month period; or **(s)** SNT delivers to you three or more written notices of default pursuant to this Article 12 within any rolling 12-month period, whether or not the defaults described in such

notices ultimately are cured.

12.4. Termination With 10-Day Cure Period. SNT has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure the following defaults within 10 days after delivery of written notice: **(a)** failure to obtain or maintain required insurance coverage; **(b)** failure to pay any amounts due to SNT; **(c)** failure to pay any amounts due to the landlord of the Store's premises, your suppliers, or other trade creditors (unless such amount is subject to a bona fide dispute); **(d)** failure to pay any amounts for which SNT has advanced funds for or on your behalf, or upon which SNT is acting as guarantor of your obligations; **(e)** violation of any provision of this Agreement concerning the use and protection of the Marks or Copyrighted Works; or **(f)** violation of any provision of this Agreement concerning the preparation, service, appearance, or quality of SAUCE N TOSS products.

12.5. Termination With 30-Day Cure Period. Except as otherwise provided in this Article 12, SNT has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure any curable default within 30 days after delivery of written notice.

12.6. Termination Related to Death or Permanent Incapacity. SNT has the right to terminate this Agreement if an approved transfer is not effected within the designated time frame following a death or permanent incapacity (mental or physical).

12.7. Cross-Default. Any default under any agreement between you and SNT or its Affiliates, which you fail to cure within any applicable cure period, will be considered a default under this Agreement and will provide an independent basis for termination of this Agreement.

12.8. Your Right to Terminate. We shall be deemed to be in default under this Agreement if we become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by us or such a petition is filed and against us and we do not oppose it; if we are adjudicated as bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver for us or other custodian for our business or assets is filed and consented to by us; if a receiver or other custodian (permanent or temporary) of our assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law is instituted by or against us; or if a final judgment remains unsatisfied or of record for 30 days or longer (unless a *supersedeas* bond is filed).

12.9. Additional Remedies. In addition to, or in lieu of, termination of this Agreement, in its sole discretion, SNT may require the Store to be closed during any cure period relating to a default based on public health and safety concerns.

13. OBLIGATIONS UPON TERMINATION OR EXPIRATION

13.1. Cease Use of Marks; Copyrighted Works; Cancellation of Fictitious Name; Assignment of Email Addresses, URLs, Domain Names, Internet Listings, Business Directory Listings. Upon termination or expiration of this Agreement, you shall immediately cease all use of the Marks, Copyrighted Works, and Confidential Information. You shall cancel any assumed name registration containing the Marks. You shall, at SNT's option and request, assign to SNT all rights to all email addresses, URLs, domain names, Internet listings, Business Directory Listings, and Internet accounts relating to the Franchised Business. You hereby appoint SNT as your attorney-in- fact with full power and authority for the sole purpose of assigning these rights to SNT. This appointment will be deemed to be coupled with an interest and will continue in full force and effect until the termination or expiration of this Agreement.

13.2. Assignment of Lease; De-Identification. At SNT's request, you shall assign to SNT or its

designee your interest in the lease, including your interest in all leasehold improvements, without additional compensation. If SNT does not request assignment of the lease before or as of the date of expiration or termination of this Agreement, then within 10 days after termination or expiration of this Agreement, you shall modify the Store premises (including, without limitation, changing the color scheme and other distinctive design features SNT requires and changing and assigning to SNT the telephone numbers) as may be necessary to distinguish the appearance of the Franchised Location from that of other SAUCE N TOSS® Stores, and shall make such specific additional changes to the Franchised Location as SNT may reasonably request for that purpose. SNT shall also have the right, at its option and at your expense, to enter the Store premises and take all actions necessary to de-identify the premises as a SAUCE N TOSS® Store, including, but not limited to, removing all signs, advertising materials, displays, proprietary equipment and inventory, and any other items which display the Marks or are indicative of SAUCE N TOSS® trade dress. Such costs incurred due to SNT's de-identification efforts must be paid by you immediately upon notice.

13.3. Return of Confidential Information. You shall immediately deliver to SNT any hardcopies or downloaded electronic copies of all manuals, records, correspondence, files, and any instructions containing Confidential Information relating to the operation of the Franchised Business which are in your possession; and all copies thereof (all of which are acknowledged to be the property of SNT).

13.4. SNT's Right to Purchase Tangible Assets. SNT has the option to purchase any or all of the Store's furniture, fixtures, equipment, and interior and exterior signs at the lesser of your cost or then-current fair market value and may set off against the purchase price any amounts that you owe SNT. SNT shall exercise its option by written notice to you, delivered on or before the date of expiration or termination of this Agreement.

13.5. Trademark Infringement. If you fail to comply with a written notice of termination sent by SNT and a court later upholds such termination of this Agreement, if such termination was disputed by you, then your operation of the Store, from and after the date of termination stated in such notice, will constitute willful trademark infringement and unfair competition by you, and you shall be liable to SNT for damages resulting from such infringement in addition to any fees paid or payable hereunder, including, without limitation, any profits which you derived from such post termination operation of the Store.

14. COVENANTS

14.1. Noncompetition During Term of Agreement. You and each Owner acknowledge that you and each Owner will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques and trade secrets of SNT and the System. You and each Owner covenant and agree that during the Term of this Agreement, except as otherwise approved in writing by SNT, you and, if applicable, such Owner, will not, either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, or legal entity:

14.1.1. Divert or attempt to divert any present or prospective customer of a SAUCE N TOSS Store to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

14.1.2. Directly or indirectly, employ or seek to employ, any person who is or has been within the previous 120 days employed by SNT, an Affiliate of SNT, or a developer or franchisee of SNT, or otherwise directly or indirectly induce such person to leave his or her employment, unless such employee has obtained written consent from his or her current/previous employer that the employee may be hired.

14.2. Noncompetition After Expiration or Termination of Agreement. Commencing upon the later of: **(a)** a transfer permitted under Article 11 of this Agreement, expiration of this Agreement (without renewal), or termination of this Agreement (regardless of the cause for termination); or **(b)** a final court order (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of this Section 14.2, and continuing for an uninterrupted period of one year thereafter, you shall not either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, persons, or legal entity, own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as an owner or otherwise) or relationship or association with any store, shop, or fast casual, quick service, or full service restaurant, or retail outlet of any type, that offers as a primary menu item or mix of menu items chicken wings, other than a SAUCE N TOSS® Store operated pursuant to a then-currently effective Franchise Agreement with SNT, that: **(i)** is, or is intended to be, located at the location of the former Franchised Location;
(ii) is within a ten-mile radius of the former Franchised Location; or **(iii)** is within a five-mile radius of any other Store operating under the System and Marks, that is in existence or under development at any location within the United States, its territories, or commonwealths, or any other country, province, state, or geographic area in which SNT or its Affiliates have used, sought registration of, or registered the Marks or similar marks, or operate or license others to operate a business under the Marks or similar marks, at the time of such expiration, termination, or transfer. If any Owner ceases to be an Owner of the Franchisee for any reason during the Term of this Agreement, the foregoing covenant will apply to the departing Owner for a two-year period beginning on the date such person ceases to meet the definition of an Owner. The time periods relating to the obligations described in this Section 15.2. will be tolled during any period of noncompliance.

14.3. Additional Provisions. The parties acknowledge and agree that SNT has the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, without your consent or the consent of any Owner, effective immediately upon delivery of written notice to the affected party; and you and each Owner agree that such person shall comply forthwith with any covenant as so modified. You and each Owner expressly agree that the existence of any claims you may have against SNT, whether or not arising from this Agreement, will not constitute a defense to SNT's enforcement of the covenants in this Article. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by SNT in connection with the enforcement of this Agreement.

14.4. Exception for Publicly Held Companies. The foregoing restrictions will not apply to your ownership or any Owner's ownership of less than a 5% beneficial interest in the outstanding equity securities of any company registered under the Securities Act of 1933 or the Securities Exchange Act of 1934.

14.5. Improvements. If you or any of your Owners or employees develop any new concept, process, or improvement in the development of any Store under this Agreement, you agree to promptly notify SNT and provide SNT with all related information, as determined by SNT in its sole discretion, without compensation. Any such concept, process, or improvement will become SNT's sole property, and SNT shall be the sole owner of all patents, patent applications, and other intellectual property rights related thereto. You, your Owners, and employees hereby:
(a) assign, waive, and release to SNT any rights you or they may have or acquire, including the right to modify such concept, process, or improvement; **(b)** agree to assist SNT in obtaining and enforcing the intellectual property rights to any such concept, process, or improvement in any and all countries and further agree to execute and provide SNT with all necessary documentation for obtaining and enforcing such rights; **(c)** irrevocably designate and appoint SNT as their agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property right related to any such concept, process, or improvement; and **(d)** grant to SNT a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use

of the concept, process, or improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe their rights therein, if any provision of this Section 15.7. is found to be invalid or otherwise unenforceable.

15. REPRESENTATIONS

15.1. Representations of SNT. SNT represents and warrants that: **(a)** SNT is duly organized and validly existing under the law of the state of its formation; **(b)** SNT is duly qualified and authorized to do business in each jurisdiction in which its business activities or the nature of the properties it owns requires such qualification; and **(c)** the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within SNT's corporate power and have been duly authorized.

15.2. Representations of Franchisee.

(d) You represent and warrant that the ownership information set forth in the Summary Pages is accurate and complete in all material respects, and you hereby agree to notify SNT in writing prior to any change in the ownership information set forth in the Summary Pages, and in compliance with the transfer requirements of this Agreement. You further represent and warrant to SNT that: **(a)** you are duly organized and validly existing under the law of the state of your formation; **(b)** you are duly qualified and authorized to do business in each jurisdiction in which your business activities or the nature of the properties you own require such qualification; **(c)** your corporate charter or written partnership or limited liability company agreement, as applicable, will at all times provide that your activities are confined exclusively to the operation of the Franchised Business; and **(d)** neither you nor any of your Affiliates or Owners own, operate, or have any financial or beneficial interest in any business that is the same as or similar to a SAUCE N TOSS® Store; and **(e)** the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within your corporate power, or if you are a partnership or a limited liability company, are permitted under your written partnership or limited liability company agreement and have been duly authorized.

15.2.1. You acknowledge that you have conducted an independent investigation of the SAUCE N TOSS® franchise opportunity and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent on your ability as an independent business person.

15.2.2. Except for representations contained in SNT's Franchise Disclosure Document provided to you in conjunction with this franchise offering, you represent that neither SNT nor its agents or representatives have made any representations, and you have not relied on representations made by SNT or its agents or representatives, concerning actual or potential Gross Sales, expenses, or profits of a SAUCE N TOSS® Store.

15.2.3. You acknowledge that you have received a complete copy of SNT's Franchise Disclosure Document at least 14 calendar days before you signed this Agreement or paid any consideration to SNT for your franchise rights.

15.2.4. You acknowledge that you have read and that you understand the terms of this Agreement and its attachments and that you have had ample time and opportunity to consult with an attorney or business advisor of your choice about the potential risks and benefits of entering into this Agreement.

15.2.5. You understand that you will receive no territorial protection (except as otherwise provided in a Protected Development Addendum) and that SNT and our Affiliates may engage in businesses that compete with your Store(s).

16. NOTICES

16.1. Notices. All notices or demands must be in writing and must be served in person, by Express Mail, by certified mail; by private overnight delivery; or by facsimile or other electronic system (such as email). Service will be deemed conclusively made; **(a)** at the time of service, if personally served; **(b)** 24 hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail; **(c)** upon the earlier of actual receipt or three calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail; **(d)** 24 hours after delivery by the party giving the notice, statement, or demand if by private overnight delivery; and **(e)** at the time of transmission by facsimile or other electronic transmission, if such transmission occurs prior to 5:00 p.m. Central Time on a Business Day and a copy of such notice is mailed by certified mail within 24 hours after the transmission. Notices and demands will be given to the respective parties at the addresses set forth on the Summary Pages, unless and until a different address has been designated by written notice to the other party. Either party may change its address for the purpose of receiving notices, demands and other communications as in this Agreement by providing a written notice given in the manner aforesaid to the other party.

17. CONSTRUCTION OF AGREEMENT; MISCELLANEOUS

17.1. Entire Agreement. This Agreement, and any other agreements executed by the parties concurrently with the parties' execution of this Agreement, represents the entire fully integrated agreement between the parties and supersedes all other negotiations, agreements, representations, and covenants, oral or written. Notwithstanding the foregoing, nothing in this Agreement will disclaim or require you to waive reliance on any representation that SNT made in the Franchise Disclosure Document (including its exhibits and amendments) that SNT delivered to you in connection with this franchise offering. Except for those changes permitted to be made unilaterally by SNT hereunder, no amendment, change, or variance from this Agreement will be binding on either party unless mutually agreed to in writing by the parties and executed by their authorized officers or agents.

17.2. No Waiver. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained will be valid unless the same is made in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification will be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid.

17.3. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

17.4. Survival of Terms. Any provision or covenant of this Agreement which expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement will survive such expiration or termination.

17.5. Persons Bound. This Agreement will be binding on the parties and their respective successors and assigns. Each Owner shall execute the Guaranty and Personal Undertaking attached as Attachment B-1. Failure or refusal to do so will constitute a breach of this Agreement. You and each Owner shall be joint and severally liable for each person's obligations hereunder and under the Guaranty and Personal Undertaking.

17.6. Rules of Construction. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. Terms used in this Agreement shall be construed and interpreted according to their ordinary meaning. If any provision of this Agreement is susceptible to two or more

meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision will be given the meaning that renders it enforceable.

17.7. Timing. Time is of the essence with respect to all provisions in this Agreement. Notwithstanding the foregoing, if performance of either party is delayed because of a Force Majeure, the applicable deadline for performance will be extended for a period commensurate with the Force Majeure, but not to exceed 12 months.

17.8. Business Judgment Rule. Whenever SNT reserves discretion in a particular area or where SNT agrees to exercise its rights reasonably or in good faith, SNT will satisfy its obligations whenever it exercises reasonable business judgment in making such decision or exercising such rights. SNT's decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if such decision or action is intended, in whole or in part, to promote or benefit the System, generally, even if the decision or action also promotes SNT's financial or other individual interest.

17.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one agreement.

18. APPLICABLE LAW; DISPUTE RESOLUTION

18.1. Choice of Law. This Agreement and all claims arising out of or related to this Agreement or the parties' relationship created hereby will be construed under and governed by the laws of the State of Illinois (without giving effect to any conflict of laws).

18.2. Mediation.

18.2.1. The parties acknowledge that during the Term and any extensions of this Agreement certain disputes may arise that the parties are unable to resolve, but that may be resolvable through mediation. To facilitate such resolution, SNT, you, and each Owner agree to submit to mediation any claim, controversy, or dispute between SNT or its Affiliates (and SNT's and its Affiliates' respective owners, officers, directors, agents, representatives, and/or employees) and you or your Affiliates (and your Owners, agents, representatives, and/or employees) arising out of or related to: **(a)** this Agreement or any other agreement between SNT and you; **(b)** SNT's relationship with you; or **(c)** the validity of this Agreement or any other agreement between SNT and you, to bringing such claim, controversy or dispute in a court or before any other tribunal.

18.2.2. The mediation will be conducted by a mediator agreed upon by SNT and you. If agreement cannot be reached within 15 days after either party has notified the other of its desire to seek mediation, then mediation will occur with the American Arbitration Association or any successor organization ("**AAA**") in accordance with its rules governing mediation. Mediation will be held at the offices of the AAA in the city where SNT's principal business office is located at the time of the mediation. The costs and expenses of mediation paid to the AAA or to the mediator will be paid equally by the parties. All other mediation-related expenses, including but not limited to, attorneys' fees and travel expenses, will be paid by the party which incurred such expense.

18.2.3. If the parties are unable to resolve the claim, controversy, or dispute within 90 days after the mediator has been chosen, then, unless such time period is extended by written agreement of the parties, either party may proceed with arbitration pursuant to Section 18.2. The parties agree that statements made during such mediation proceeding will not be admissible for any purpose in any subsequent legal proceeding.

18.2.4. Notwithstanding the foregoing provisions of this Section, the parties' agreement to

mediate will not apply to controversies, disputes, or claims relating to or based on amounts owed to SNT pursuant to this Agreement, the Marks, Copyrighted Works, or SNT's Confidential Information. Moreover, regardless of this mediation agreement, SNT and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction.

18.3. Arbitration.

18.3.1. Any dispute, controversy, or claim arising out of or relating to this Agreement and the relationships created hereby that are not solved during the mediation process described in Section 19.2. must be resolved by arbitration. The arbitration must be administered in accordance with the Commercial Rules of the AAA. The Arbitrator must be a person experienced in food service franchising or franchise law who has no prior business or professional relationship with either party. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) ("**FAA**"). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction, and the arbitrator must state in writing the reasoning upon which the award is based. The costs and expenses of arbitration paid to the AAA or to the arbitrator will be paid equally by the parties, unless the rules for special hearings require otherwise. All other arbitration-related expenses, including but not limited to attorneys' fees and travel expenses, will be paid by the party which incurred such expense. Notwithstanding the foregoing, the prevailing party in any matter brought pursuant to this Section 19.3. will be entitled to recover all fees and costs as set forth in Section 19.10.

18.3.2. Arbitration will be conducted in the city in which SNT maintains its principal business office at the time of the arbitration. Arbitration will be conducted on an individual, not a class-wide basis, and an arbitration proceeding between the parties and their respective Owners, officers, directors, agents, and/or employees may not be consolidated with any other arbitration proceeding between SNT and any other person. The arbitrator has no power or authority to award punitive damages.

18.3.3. Any disputes concerning the enforceability or scope of this arbitration provision must be resolved pursuant to the FAA, and the parties agree that the FAA preempts any state law restrictions (including the site of the arbitration) on the enforcement of this arbitration provision. If, prior to an Arbitrator's final decision, either you or SNT commences an action in any court for a claim that arises out of or relates to this Agreement (except for the purpose of enforcing this arbitration provision or as otherwise permitted by this Agreement), the party bringing the action in court will be responsible for the other party's expenses of enforcing this arbitration provision, including court costs, arbitration filing fees, and other costs and attorneys' fees.

18.3.4. If you institute any claim subject to this arbitration proceeding in any court, and SNT succeeds in a motion to compel arbitration of the claim, you must reimburse SNT its reasonable attorneys' fees and costs in defending the action and in its motion to compel arbitration.

18.3.5. You shall not assert any claim or cause of action against us, our officers, directors, shareholders, employees, or affiliates after two years following the event giving rise to such claim or cause of action.

18.3.6. Notwithstanding the foregoing provisions of this Section, the parties' agreement to arbitrate will not apply to controversies, disputes, or claims related to or based on amounts owed to SNT pursuant to this Agreement, the Marks, or SNT's Confidential Information. Moreover, regardless of this arbitration agreement, SNT and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction.

18.3.7. Notwithstanding the foregoing, SNT has the right to apply to any court of competent jurisdiction for injunctive relief to prevent continued or threatened harm while arbitration is pending. You and your Owners irrevocably consent to personal jurisdiction in the federal and state courts that service the county where SNT's principal business office is located, for this purpose.

18.4. **VENUE. THE PARTIES AGREE THAT ANY ACTION BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY COURT, WHETHER FEDERAL OR STATE, SHALL BE BROUGHT WITHIN THE STATE OR FEDERAL JUDICIAL DISTRICT COURTS IN WHICH SNT'S PRINCIPAL BUSINESS OFFICE IS LOCATED; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, YOU OR SNT MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE WHICH HAS JURISDICTION, AND THE PARTIES HEREBY WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION.**

18.5. Nonexclusivity of Remedy. No right or remedy conferred upon or reserved to SNT or you by this Agreement is intended to be, nor will be deemed, exclusive of any other right or remedy in this Agreement or by law or equity provided or permitted, but each will be cumulative of every other right or remedy.

18.6. **WAIVER OF JURY TRIAL. SNT AND YOU 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, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.**

18.7. **WAIVER OF PUNITIVE DAMAGES. THE PARTIES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.**

18.8. Right to Injunctive Relief. Nothing contained in this Agreement will bar SNT's right to seek injunctive relief from any court of competent jurisdiction; and you agree to pay all costs and reasonable attorneys' fees incurred by SNT in obtaining such relief.

18.9. Release of Claims Under Prior Agreements. By executing this Agreement, you, on behalf of your Business Entity and Owners, hereby release and discharge SNT and its Affiliates and their members, officers, directors, employees, and agents, from any and all claims relating to or arising under any Development Agreement, Franchise Agreement, or any other agreement between you and SNT or its Affiliates that was executed prior to the date of this Agreement, including, but not limited to, any and all claims, whether presently known or unknown, suspected or unsuspected, arising under any and all franchise disclosure, securities, antitrust, and/or deceptive trade practices laws, whether federal or state.

18.10. Attorneys' Fees. If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit.

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SNT Franchise Agreement
ILLINOIS AMENDMENT TO FRANCHISE AGREEMENT

All initial fees are deferred and not payable to the Franchisor until Franchisor's initial obligations to the Franchisee have been completed and the Franchisee has commenced business. The Illinois Attorney General's Office has imposed this deferral requirement due to the Franchisor's financial condition.

Illinois law governs the Franchise Agreement.

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

Your rights upon Termination and Non-Renewal of an agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

For info about obtaining a liquor license in Illinois, see:

https://www.illinois.gov/ilcc/Pages/Forms-and-Applications.aspx

For info about obtaining TIPS certification in Illinois, see:

https://www.tipscertified.com/tips-state-pages/illinois/

See: the Liquor Control Act of 1934, 235 ILCS 5/ (West 2018) for Illinois Dram Shop laws.

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.

[Signature page is the next page.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date indicated below.

FRANCHISOR:
SAUCE N TOSS RESTAURANTS, LLC
An Illinois company

Dated: :_____ By:_____
Name, Title

FRANCHISEE:

Dated: :_____ By: :_____
Name, Title

ATTACHMENT A
GLOSSARY OF ADDITIONAL TERMS

"**Account**" means your commercial bank operating account.
"Affiliate" means an affiliate of a named person identified as any person or entity that is controlled by, controlling, or under common control with such named person.
"Agreement" means the Franchise Agreement.
"Business Day" means each day other than a Saturday, Sunday, U.S. holiday or any other day on which the Federal Reserve is not open for business in the United States.
"Business Entity" means any person with the power to enter into contracts, other than a natural person. The term includes a corporation, limited liability company, limited partnership, and trust.
"**Certified Training Store**" means a Store owned by a franchisee that provides training to other franchisees and that has met SNT's criteria to be designated as a Certified Training Store.
"**Confidential Information**" means all trade secrets, the Standards, and other elements of the System; all customer information; all information contained in the Manual; SNT's proprietary recipes and standards and specifications for product preparation, packaging and service; financial information; marketing data; vendor and supplier information; all other knowledge, trade secrets, or know-how concerning the methods of operation of the Franchised Business which may be communicated to you, or of which you may be apprised, by virtue of their operation under the terms of the Franchise Agreement, and all other information that SNT designates.
"**Controlling Interest**" means: **(a)** if you are a corporation or a limited liability company, that the Owners, either individually or cumulatively **(i)** directly or indirectly own at least 50% of the shares of each class of the franchisee entity's issued and outstanding capital stock or membership units, as applicable; and **(ii)** are entitled, under its governing documents and under any agreements among the Owners, to cast a sufficient number of votes to require such entity to take or omit to take any action which such entity is required to take or omit to take under this Agreement; or **(b)** if you are a partnership, that the Owners **(i)** own at least 50% interest in the operating profits and operating losses of the partnership as well as at least 50% ownership interest in the partnership (and at least 50%interest in the shares of each class of capital stock of any corporate general partner); and **(ii)** are entitled under its partnership agreement or applicable law to act on behalf of the partnership without the approval or consent of another partner or be able to cast a sufficient number of votes to require the partnership to take or omit to take any action which the partnership is required to take or omit to take under this Agreement. Any interest less than 51% of the corporation, limited liability company, or partnership is a "**Non-Controlling Interest**."
"**Copyrighted Works**" means works of authorship which are owned by SNT and fixed in a tangible medium of expression including, without limitation, the content of the Manual, the design elements of the Marks, Stassen's, bulletins, correspondence and communications with our franchisees, training, advertising and promotional materials, and the content and design of SNT's website.
"**Crisis Management Event**" means any event that occurs at or about the Store premises or in connection with the operation of the Franchised Business that has or may cause harm or injury to customers or employees, such as food contamination, food spoilage/poisoning, food tampering/sabotage, contagious diseases, natural disasters, terrorist acts, shootings or other acts of violence, data breaches, real or threatened, or any other circumstance which may materially and adversely affect the System or the goodwill symbolized by the marks.
"**Development Agreement**" means the form of agreement prescribed by SNT and used to grant to its developers the right to develop one or more SNT Stores in a certain geographical area, including all attachments, exhibits, riders, guarantees, or other related documents, all as amended

from time to time.

"Equipment Package" refers to the equipment necessary for you to operate the business and includes various utensils, aprons, trays, knives, baskets, signage, furniture (in addition to any furniture required during any portion of a buildout, where applicable, etc.). We will provide you the full list and costs prior to the open of your store, and you will be responsible for directly paying the supplier(s) for the purchase of the Equipment Package prior to beginning operations.

"**Franchise Agreement**" means the form of agreement prescribed by SNT and used to grant to its franchisees the right to own and operate a single SNT Store, including all attachments, exhibits, riders, guarantees, or other related instruments, all as amended from time to time.

"Force Majeure" means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire, or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which you could not by the exercise of reasonable diligence have avoided; provided however, that neither an act or failure to act by a governmental authority, nor the performance, non performance or exercise of rights under any agreement with you by any lender, landlord, or other person will be an event of Force Majeure under this Agreement, except to the extent that such act, failure to act, performance, non performance or exercise of rights results from an act which is otherwise an event of Force Majeure. Your financial inability to perform or your insolvency will not be an event of Force Majeure under this Agreement.

"Gross Sales" Gross Sales is the total Selling Price of all services and products and all income of every other kind and nature related to your SNT Store, including income related to catering operations and special events and the full value of meals provided to your bona fide employees as a benefit of their employment (except you may deduct from Gross Sales the value of any employee discounts that are given during the week in which the meals are provided), whether for cash or credit and regardless of collection in the case of credit. Gross Sales does not include **(i)** receipts from any public telephone, vending machine, or video games installed in your Sauce N Toss Store, except for your share of the revenues; **(ii)** sales (or similar) taxes that you collect from your customers if you transmit them to the appropriate taxing authority; **(iii)** proceeds from isolated sales of trade fixtures that are not part of the products and services you offer and that do not have any material effect on the operation of your SNT Store; **(iv)** tips or gratuities paid directly by Store customers to your employees or paid to you and then turned over to these employees by you in lieu of direct tips or gratuities; or **(v)** returns to shippers or manufacturers. Gross Sales also does not include proceeds from the sale of gift certificates or stored value cards (all proceeds from the sale of gift certificates and stored value cards belong to us), but it does include the redemption value of gift certificates and stored value cards at the time purchases are made. You are responsible for the accurate reporting of gift certificate and stored value card sales and the corresponding impact on Gross Sales. You have until 30 days after the end of our fiscal year to notify us of any errors you made in calculating Gross Sales as those errors relate to the reporting of gift certificate and stored value card sales. "Selling Price" is defined as the non-discounted, regular menu price.

"**Incapacity**" means physical, emotional, or mental injury or illness which would prevent a person from performing the obligations set forth in this Agreement or in the guaranty made part of this Agreement for at least 90 consecutive days and from which the person suffering the incapacity is not likely to recover within 90 the date of determination of the incapacity, as determined by a licensed practicing physician upon examination of the person, or if the person refuses to submit to an examination, then such person automatically will be deemed to be incapacitated as of the date of such refusal."

"**Owner**" means each individual or entity holding a beneficial ownership in the franchisee. It

includes all shareholders of a corporation, all members of a limited liability company, all general and limited partners of a limited partnership, and the grantor and the trustee of the trust.
"**Marks**" means certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited, to the mark "**SAUCE N TOSS**" and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by SNT in writing for use in connection with the System. "**Proprietary Products**" means recipes and menu items that incorporate SNT's trade secrets and proprietary information and products and ingredients that are manufactured according to our proprietary specifications. "**Store Manager**" means the person who is in charge of the day-to-day, on-site operations of the Store.
"**SNT Franchise Meeting**" means the meeting, which may vary in place and length that SNT conducts and/or sponsors to provide you information regarding the System and various aspects of the business, which meeting may or may not be conducted on an annual basis.

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SNT FRANCHISE AGREEMENT
ATTACHMENT B-1

GUARANTY AND PERSONAL UNDERTAKING

1.I have read the Franchise Agreement between SNT and_____("**Franchisee**").
2.I own a beneficial interest in Franchisee and would be considered an "**Owner**" within the definition contained in the Franchise Agreement.
3.I understand that were it not for this Guaranty and Personal Undertaking ("**Guaranty**"), SNT would not have agreed to enter into the Franchise Agreement with Franchisee.
4.I will comply with of the provisions contained in Article 7 of the Franchise Agreement concerning the Franchisee's use of SNT's Marks and Copyrighted Works (as that term is defined in the Franchise Agreement). I understand that, except for the license granted to Franchisee, I have no individual right to use the Marks or Copyrighted Works, and I have no ownership interest in the Marks or Copyrighted Works.
5.I will comply with all of the provisions contained in Article 8 of the Franchise Agreement concerning the use of the Confidential Manual and Information. I will maintain the confidentiality of all Confidential Information disclosed to me. I agree to use the Confidential Information only for the purposes authorized under the Franchise Agreement. I further agree not to disclose any of the Confidential Information, except: **(a)** to Franchisee's employees on a need to know basis; **(b)** to Franchisee's and my legal and tax professionals to the extent necessary for me to meet my legal obligations; and **(c)** as otherwise may be required by law.
6.I will comply with all of the provisions contained in Article 12 of the Franchise Agreement concerning the transfer of my ownership interest in the Franchise Agreement and/or in Franchisee.
7.While I am an Owner of Franchisee and, for a two-year period after I cease to be an Owner (or two years after termination or expiration (without renewal) of the Franchise Agreement, whichever occurs first), I will not:
(a) Divert or attempt to divert any present or prospective customer of an SNT Store to any competitor by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act
injurious or prejudicial to the goodwill associated with the Marks and the System;
(b) Directly or indirectly employ, or seek to employ, any person who is or has been within the previous 120 days employed by SNT, an Affiliate of SNT, or a developer or franchisee of SNT, or otherwise directly or indirectly induce such person to leave his or her employment, unless such employee has obtained written consent from his or her current/previous employer that the employee may be hired; or
(c) Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any store, shop, or fast casual, quick service, or full service restaurant, or retail outlet of any type, that offers as a primary menu item or mix of menu items cold or toasted sandwiches, other than a SNT Store operated pursuant to a then currently effective Franchise Agreement. This restriction will apply, while I am an Owner, to any location within the
United States, its territories or commonwealths, or any other country, province, state or geographic area in which SNT or its Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks. This restriction will apply for two years after I cease to be an Owner (or two years after termination or expiration of the Franchise Agreement, whichever occurs first) to any location that: **(i)** is, or is intended to be, located at the location of the former Franchised Location; **(ii)** is

within a one-mile radius of the former Franchised Location; or **(iii)** is within a one-mile radius of any other Store operating under the System and Marks, that is in existence or under development at any location within the United States, its territories, or commonwealths, or any other country, province, state, or geographic area in which SNT or its Affiliates have used, sought registration of, or registered the Marks or similar marks, or operate or license others to operate a business under the Marks or similar marks, at the time of such expiration, termination, or transfer. The time periods relating to restrictions set forth in this Guaranty will be tolled during any period of my noncompliance.

8. I agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Guaranty. If all or any portion of a covenant in this Guaranty is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which SNT is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Guaranty.

9. I understand and acknowledge that SNT shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Guaranty, or any portion thereof, without my consent, effective immediately upon
receipt by me of written notice thereof, and I agree to comply forthwith with any covenant as so modified.

10. I agree that the provisions contained in Article 19 of the Franchise Agreement will apply to any dispute arising out of or relating to this Guaranty. If SNT brings any legal action to enforce its rights under this Guaranty, I will reimburse SNT its reasonable attorneys' fees and costs.

11. I hereby guarantee the prompt and full payment of all amounts owed by the Franchisee under the Franchise Agreement.

12. I will pay all amounts due under this Guaranty within 14 days after receiving notice from SNT that the Franchisee has failed to make the required payment. I understand and agree that SNT need not exhaust its remedies against the Franchisee before seeking recovery from me under this Guaranty.

13. No modification, change, impairment, or suspension of any of SNT's rights or remedies will in any way affect any of my obligations under this Guaranty. If the Franchisee has pledged other security or if one or more other persons have personally guaranteed performance of the Franchisee's obligations, I agree that SNT's release of such security will not affect my liability under this Guaranty.

14. If I am a resident of California, or otherwise subject to the laws of the State of California, I hereby waive
(a) all rights described in California Civil Code Section 2856(a)(1)-(2), inclusive, which includes, without limitation, any rights and defenses which are or may become available to the undersigned by reason of California Civil Code Sections 2787 to 2855, inclusive; and **(b)** California Civil Code Sections 2899 and 3433.

15. **I WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING SNT, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THE FRANCHISE AGREEMENT, THE PERFORMANCE OF ANY PARTY UNDER THE FRANCHISE AGREEMENT, AND/OR THE OFFER OR GRANT OF THE FRANCHISE**.

16. I understand that SNT's rights under this Guaranty will be in addition to, and not in lieu of, any other rights or remedies available to SNT under applicable law.

17. I agree that any notices required to be delivered to me will be deemed delivered at the time delivered in person, by Express Mail, by certified mail; by private overnight delivery; or by

facsimile or other electronic system (such as email). Service will be deemed conclusively made: **(a)** at the time of service, if personally served; **(b)** 24 hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail; **(c)** upon the earlier of actual receipt or three calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail; **(d)** 24 hours after delivery by the party giving the notice, statement, or demand if by private overnight delivery; and **(e)** at the time of transmission by facsimile or other electronic transmission, if such transmission occurs prior to 5:00 p.m. Central Time on a Business Day and a copy of such notice is mailed by certified mail within 24 hours after the transmission to the address identified on the signature line below. I may change this address only by delivering to SNT written notice of the change.

Intending to be legally bound, I have executed this Guaranty and Personal Undertaking on the date set forth below:

GUARANTOR

_____ _____

Guarantor's Name, an Individual Date:

Address: _____

Fax and/or Email: _____

ATTACHMENT B-2
CONFIDENTIALITY AND NONCOMPETITION AGREEMENT

In accordance with the terms of this Confidentiality and Noncompetition Agreement ("**Confidentiality Agreement**") and in consideration of my relation and/or connection to _____("**Developer**") (or to Developer's affiliate if I am employed by Developer's affiliated entity), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I ("**Covenantor**") hereby acknowledge and agree that:

1. Developer has acquired the right from Sauce N Toss Restaurants, LLC. ("**SNT**") to develop one or SNT business ("**Franchised Business**") which will operate under a separate Franchise Agreement and according to the system developed by SNT and/or its affiliates for operation and management of Franchised Businesses ("**System**"), as they may be changed, improved, and further developed from time to time in SNT sole discretion.

2. SNT possesses certain proprietary and confidential information relating to the development of the Franchised Business, which includes the Manual, recipes, trade secrets, and copyrighted materials, methods, and other techniques and know-how ("**Confidential Information**"). Any and all manuals, trade secrets, copyrighted materials, methods, information, knowledge, know-how, and techniques which SNT specifically designates as confidential are deemed to be Confidential Information for purposes of this Confidentiality Agreement.

3. Because I am a Covenantor, SNT and Developer will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, SNT's operations manual ("**Manual**"), and other general assistance during the term of this Confidentiality Agreement.

4. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the development of the Franchised Business during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition

5. The Confidential Information is proprietary, involves trade secrets of SNT, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by SNT as confidential. Unless SNT otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties to Developer and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Developer under the Development Agreement.

6. Except as otherwise approved in writing by SNT, I shall not, while in my position with Developer and for a continuous uninterrupted period commencing upon the cessation or termination of my relationship and/or position with Developer, regardless of the cause for cessation or termination, and continuing for two years thereafter, either directly or indirectly, for myself or through, on behalf of, or in conjunction with any other person, partnership, corporation, or other limited liability company own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any interest in any store, shop, or fast casual, quick service, or full service restaurant, or retail outlet of any type, that offers as a primary menu item or mix of menu items, cold or toasted sandwiches within a radius of one-mile of any SNT Store, as those terms are defined in the Development Agreement; nor

will I directly or indirectly employ or seek to employ any employee of SNT, an Affiliate of SNT, or any employee of any other franchisee of SNT Stores (collectively, "**Employers**"), unless such employee's employment has been terminated for 120 days or more, or such employee has obtained written consent from Employer that the employee may be hired. The restrictions in this paragraph do not apply to my ownership of a less than five percent beneficial interest in the outstanding securities of any publicly-held corporation. The time periods relating to the restrictions set forth in this Confidentiality Agreement will be tolled during any period of my noncompliance.

7. I agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Confidentiality Agreement. If all or any portion of a covenant in this Confidentiality Agreement is held unreasonable or unenforceable by a court of valid jurisdiction in an un-appealed final decision which SNT is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Confidentiality Agreement.

8. I understand and acknowledge that SNT has the right, in its sole discretion, to reduce the scope of any covenant set forth in this Confidentiality Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof, and I agree to comply forthwith with any covenant as so modified. I also understand that neither I nor Developer may make any changes to this Confidentiality Agreement without the written consent of SNT.

9. SNT is a third-party beneficiary of this Confidentiality Agreement and may enforce it, solely and/or jointly with Developer. I am aware that my violation of this Confidentiality Agreement will cause SNT and Developer irreparable harm; therefore, I acknowledge and agree that Developer and/or SNT may apply for the issuance of an injunction preventing me from violating this Confidentiality Agreement, and I agree to pay Developer and SNT all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Confidentiality Agreement is enforced against me. Due to the importance of this Confidentiality Agreement to Developer and SNT, any claim I have against Developer or SNT is a separate matter and does not entitle me to violate or justify any violation of this Confidentiality Agreement.

10. This Confidentiality Agreement will be construed under the laws of the State of Illinois.

11. I WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHERAT LAW OR IN EQUITY, INVOLVING SNT, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THE FRANCHISE AGREEMENT AND/OR THE PERFORMANCE OF ANY PARTY UNDER THE FRANCHISE OR DEVELOPMENT AGREEMENT.

12. I acknowledge that I am to receive valuable information emanating from SNT's principal business office, wherever it may be located. Therefore, with respect to all claims, controversies, and disputes, I irrevocably consent to personal jurisdiction and submit myself to the jurisdiction of the federal and state courts that service the county where SNT's principal business office is located. Notwithstanding the foregoing, I acknowledge and agree that SNT or Developer may bring and maintain an action against me in any court of competent jurisdiction for injunctive or other extraordinary relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions.

THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT AS OF THE DATES NOTED BELOW.

Covenantor Name: _____

Covenantor Signature: _____

Date: _____

On behalf of SNT:_____

By: _____

SNT
FRANCHISE AGREEMENT
ATTACHMENT C
ACH AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Please complete and sign

this form. Franchisee Name

or Legal Entity

_____

SNT Store Number & Location

_____

Name and Email of Person to Receive ACH Debit Advice

_____

I (we) hereby authorize SNT ("**Company**") to make ACH withdrawals from my (our) account at the financial institution named below. I also authorize the Company to initiate direct deposits into this account in the event that a debit entry is made in error. I (we) acknowledge that the origination of ACH transactions to or from my (our) account must comply with the provisions of
U.S. law.
I agree to indemnify the Company for any loss arising in the event that any withdrawals from my (our) account are dishonored, whether with or without cause and whether intentionally or inadvertently.
This agreement will remain in effect until the Company has received advanced written notice of cancellation from me (us) in such time and in such manner as to afford the Company a reasonable opportunity to act on it, and in no event will such notice period be less than 30 days.

Name of Financial Institution: _____
ABA Routing Number: _____
Account Number: _____
Checking Savings _____

Authorized Signature (Primary):_____Date: _____

Authorized Signature (Joint):_____Date: _____

Account holder(s), please sign here: **(Joint accounts require the signature of all persons having authority over the account)**

Please scan and email this Authorization and a copy of a voided check to: **ram@saucentoss.us**

ATTACHMENT D
LEASE RIDER

In consideration of, and as an inducement to, the execution of the Franchise Agreement between Franchisee and SNT, Franchisee agrees that the following provisions will be included in any lease that Franchisee enters into in connection with opening a Store pursuant to your Franchise Agreement with SNT: This Lease Rider ("**Rider**") is entered into this_____day of_, by the undersigned.

(a) Landlord acknowledges that "**Tenant**" is a franchisee of Sauce N Toss Restaurants, LLC ("**SNT**"), an Illinois company, and that the Sauce N Toss Store located at the Premises ("**Store**") is operated under the Sauce N Toss franchise system, pursuant to a franchise agreement ("**Franchise Agreement**") between Tenant and SNT. Landlord consents to Tenant's use at the Premises of such marks and signs, decor items, color schemes, and related components of the SNT system as SNT may prescribe for the Store. During the Term of the Franchise Agreement, the Premises may be used only for the operation of the Store.

(b) Landlord agrees to furnish to SNT copies of any and all letters and notices sent to Tenant pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Tenant. Without limiting the foregoing, in the event of any default by Tenant, Landlord shall give SNT written notice of such default. If Tenant has failed to cure such default at the expiration of the applicable cure period, Landlord shall give SNT further written notice of such failure ("**SNT Notice**"). Following SNT's receipt of the SNT Notice, SNT shall have the right (but not the obligation) to cure Tenant's default before Landlord shall exercise any of Landlord's remedies arising as a consequence of Tenant's default. Any such cure will be effected within 15 days following SNT's receipt of the SNT Notice. Such cure by SNT will not be deemed to be an election to assume the terms, covenants, obligations, or conditions of the Lease.

(c) If SNT cures Tenant's default, or if SNT notifies Landlord that the Franchise Agreement has been terminated (which termination will constitute a non-curable default pursuant to the Lease upon Landlord's receipt of SNT's notice thereof), Landlord agrees, upon SNT's written request, to assign to SNT any and all rights that Landlord may have under the Lease to remove and evict Tenant from the Premises and shall cooperate with SNT in order to pursue such action to a conclusion.

(d) If SNT cures Tenant's default, or notifies Landlord of the termination of the Franchise Agreement, SNT shall have the right and option, upon written notice to Landlord, to do the following:1. Undertake to perform the terms, covenants, obligations, and conditions of the Lease on behalf of the Tenant (notwithstanding any removal or eviction of Tenant) for a period not to exceed six months from the first date of any cure by SNT; or 2. At any time within or at the conclusion of such six-month period, assume the terms, covenants, obligations, and conditions of the Lease for the remainder of the term, together with any applicable renewal options. In such event, Landlord and SNT shall enter into an agreement to document such assumption. SNT is not a party to the Lease and will have no liability under the Lease unless and until said Lease is assigned to, and assumed by, SNT as herein provided.

(e) If, during the six-month period set forth in section (d) (1) above, or at any time after the assignment contemplated in section (d)(2), SNT shall notify Landlord that the franchise for the Store is being granted to another SNT franchisee, Landlord shall permit the assignment of the Lease to said franchisee without the payment of any fee or other cost requirement, provided that, said franchisee meets Landlord's reasonable financial qualifications. Landlord shall not unreasonably withhold consent

to such assignment. Thereafter, SNT will be released from any and all further liabilities under the Lease. The parties agree to execute any commercially reasonable documents in furtherance of this section.

(f) Tenant will not assign the Lease or renew or extend the term thereof without the prior written consent of SNT, nor shall Landlord and Tenant amend or otherwise modify the Lease in any manner that could materially affect any of the foregoing requirements without the prior written consent of SNT.

(g) SNT shall have the right to enter the Premises to make any modification or alteration necessary to protect SNT the SNT® System and Marks (including, without limitation, remove all signs, advertising materials, SNT displays, fixtures, proprietary equipment and inventory, and any other items which display the Marks or are SNT indicative of SNT® trade dress) or to cure any default under the Franchise Agreement or under the Lease, SNT without being guilty of trespass or any other crime or tort. Landlord shall not be responsible for any expenses or SNT damages arising from any such action by SNT. Tenant hereby releases, acquits, and discharges SNT and SNT Landlord, their respective subsidiaries, affiliates, successors, and assigns and the officers, directors, shareholders, SNT partners, employees, agents, and representatives of each of them, from any and all claims, demands, accounts, SNT actions, and causes of action, known or unknown, vested or contingent, which any of them may have, ever had, now SNT has, or may hereafter have by reason of any event, transaction, or circumstance arising out of or relating to the SNT exercise of SNT's rights pursuant to the Addendum. SNT(h) Landlord shall subordinate any lien in favor of Landlord created by the Lease to SNT. Landlord's rights SNT to collect on any liens that Landlord files or attaches to Tenant's property rights will be subordinate and inferior to SNT SNT's lien rights against any and all of the personal property, furnishings, equipment, signs, fixtures, and SNT inventory owned by Tenant and on the premises operated by Tenant under the Lease. SNT(i) Landlord and Tenant acknowledge that SNT is a third-party beneficiary of this Rider and may enforce it, SNT solely and/or jointly with Tenant. SNT(j) All notices sent pursuant to this Rider will be sent in the manner set forth in the Lease, and delivery of such SNT notices will be effective as of the times provided for in the Lease. For purposes of a SNT Notice or any other SNT notice to SNT that may arise under the Lease, SNT's mailing address will be Parikh Law Group, LLC 150 S. Wacker Drive Ste. 2600 Chicago, IL, Attention: SNT Legal, which address may be changed by written notice to Landlord in SNT the manner provided in the Lease.

LANDLORD	FRANCHISEE/TENANT
By:_____	By:_____
Name:_____	Name:_____
Title: _____	Title: _____

FRANCHISE AGREEMENT ATTACHMENT E
SBA ADDENDUM

THIS ADDENDUM ("**Addendum**") is made and entered into on , 20__, by and between Sauce N Toss Restaurants, LLC., an Illinois company ("Franchisor"), and_____, a_____located in ("Franchisee").

BACKGROUND

Franchisor and Franchisee entered into a franchise agreement on_____, 20___, ("**Franchise Agreement**"). Franchisee agreed, among other things, to operate and maintain a franchise located at_and designated by Franchisor as Store #_____("**Unit**"). Franchisee has obtained from a lender a loan ("**Loan**") in which funding is provided with the assistance of the United States Small Business Administration ("**SBA**"). The SBA requires the execution of this Addendum as a condition to obtaining SBA-assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable consideration in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. The Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof.

2. The right of Franchisor to assume Franchisee's lease referenced in Sections 3.3. and 14.2. of the Franchise Agreement may not be recorded against the real estate. Any recording done in contravention of this Addendum must be subordinated to any SBA-financed loan and may not include any attornment language.

3. Notwithstanding anything to the contrary in Section 6.10. of the Franchise Agreement, Franchisee shall have the discretion to set pricing for its products and services provided that, subject to applicable antitrust laws, such pricing:
(1) is at or below any maximum price cap programs established by Franchisor for its franchise system; or **(2)** is at or above any minimum price threshold programs established by Franchisor for its franchise system; or **(3)** conforms to any bona fide promotional programs or national or regional accounts programs established from time to-time by Franchisor for its franchise system.

4. Notwithstanding anything to the contrary in Section 12.6. of the Franchise Agreement, Franchisor will not unreasonably withhold its consent if Franchisee pledges an interest in certain of Franchisee's assets to secure any SBA-financed loan, except that such assets must not include the Franchise Agreement itself or the rights contained therein.

5. The following is added to the end of Section 12.8. of the Franchise Agreement. Further, the additions set forth below do not release Franchisee from any notice requirements set forth in Section 12.8. of the Franchise Agreement:

SNT may not exercise its right of first refusal: **(a)** if a proposed transfer is between or among individuals(including members of their immediate families and their respective spouses) who, at the time of the proposed transfer are Owners, and such Owners have guaranteed your obligations under

a then- outstanding indebtedness, which is guaranteed by the SBA ("**SBA Guarantor**"); or **(b)** if a proposed transfer involves a person other than an Owner who is also an SBA Guarantor, and the proposed transfer involves non-controlling ownership interest in you or the franchised business, unless such noncontrolling interest:**(1)** represents less than a 20% ownership interest in you or in the franchised business, or **(2)** SNT (in combination with all of SNT's franchisees) qualifies as a small business and the exercise of the right does not affect the eligibility of the borrower to qualify for the SBA loan guarantee program.
SNT's right to approve or disapprove a proposed transfer or transferee, or to exercise its right of first refusal with respect to a transfer of a controlling interest in you or the franchised business, will not be affected by any of the foregoing provisions. If SNT does not qualify as a small business under SBA regulations, the parties acknowledge and understand that SNT's exercise of its right of first refusal may result in an SBA- guaranteed loan becoming immediately due and payable. However, SNT does not waive its right of first refusal if you wish to transfer 100% of your interest in the Unit or this Agreement.

6. If the Franchise Agreement is terminated and the Unit or its contents are to be sold under Section 14.4. of the Franchise Agreement and the parties are unable to agree to a purchase price and terms, the fair market value of the premises and property relating to the Unit will be determined by three appraisers chosen in the following manner: **(1)** Franchisee shall select one appraiser; **(2)** Franchisor shall select one appraiser; and **(3)** the two appraisers so chosen shall select a third appraiser. Each party shall pay the costs of the appraiser chosen by such party, and the cost of the third appraiser will be shared equally by the parties. The decision of the majority of the appraisers so chosen will be conclusive.

7. Notwithstanding anything to the contrary in Section 18.9. of the Franchise Agreement, the business judgment rule will not apply to any transfer that occurs pursuant to Article 12. of the Franchise Agreement; Franchisor will not unreasonably withhold its consent to such transfer.

8. This Addendum automatically terminates on the earliest occurrence of the following: **(i)** the Franchise Agreement is terminated for any reason; **(ii)** the Loan is paid in full; or **(iii)** the SBA no longer has any interest in the Loan.

9. All other terms of the Franchise Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum as of the day and year first above written.

FRANCHISOR	**FRANCHISEE**
By:_____	**By:**_____
Date: _____	**Date:**_____
	Title: _____

SNT FRANCHISE AGREEMENT
ATTACHMENT F
LIABILITY WAIVER

I am the owner of_____("**Franchisee Company**"). Franchisee Company has signed a franchise agreement with SNT. In consideration for the training to be provided to my employees and me by SNT and/or its affiliates (collectively, "**SNT**"), I agree, both for myself and on behalf of Franchisee Company, to hold SNT harmless from, and I hereby waive any and all liability of SNT and its officers, directors, agents, employees, insurers, and franchisees for, any injury, claim, damage, or incident which occurs in the course of training at any SNT® Store or other designated training facility(s) owned or controlled by SNT, specifically including personal injury, property damage, and employment-related claims, and even if caused in whole or in part by the negligence of SNT or any SNT employee.
I understand that:

- SNT has invited my employees and me onto its premises for training solely by virtue of Franchisee Company's franchise relationship with SNT;
- Training may involve a variety of risks, including the risk of physical and/or emotional injury and property damage; and
- SNT assumes no liability to me, Franchisee Company, or employees of Franchisee Company for any harm or claims of harm incurred or allegedly while in training and/or on SNT's premises.

I acknowledge that my employees must look solely to Franchisee Company and its benefits programs and workers compensation insurance to cover the costs of any treatment for injuries or other losses or damages that my employees may sustain in training. Neither I nor Franchisee Company will attempt to hold SNT liable or financially responsible for any such losses or damages. I acknowledge that the indemnification clause of Franchisee Company's franchise agreement with SNT will apply to any claim against SNT by any of Franchisee Company's (or its affiliates') employees.

I certify that Franchisee Company has and will maintain minimum insurance coverage as required by the franchise agreement, including worker's compensation and employees' liability per statutory requirements. At SNT's request, I agree to provide a certificate of insurance completed by Franchisee Company's insurance carrier, certifying that the required minimum insurance coverage is in effect.
I give my consent for SNT to arrange for medical treatment for any illness or injury that I or my employees might suffer while participating in the training program.

FRANCHISEE COMPANY:

By:_____, an Individual Date: _____

SNT
FRANCHISE AGREEMENT
ATTACHMENT G
FRANCHISEE QUESTIONNAIRE

As you know, SNT ("**we**" or "**us**") and you are preparing to enter into a Franchise Agreement for the operation of an SNT Store ("**Franchise**"). The purposes of this Questionnaire are to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate, or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.
Please review each of the following questions carefully and provide honest responses to each question.

Yes_____No_1. Have you received and personally reviewed the Franchise Agreement and each exhibit or schedule attached to it?

Yes_____No_2. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Yes_____No_3. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

Yes_____No_4. Did you have possession of the Franchise Disclosure Document at least 14 calendar days before you paid us any money related to the purchase of this Franchise?

Yes_____No__5. Do you understand that the initial franchise fee is nonrefundable?

Yes_____No__6. If you signed a development agreement when you signed this franchise agreement, do you understand that the development fee is nonrefundable?

Yes_____No_7. Do you understand all of the information contained in the Franchise Disclosure Document and Franchise Agreement?

Yes_____No_8. A) Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer?
If No, do you wish to have more time to do so? Yes___No ___
B) Have you reviewed the Franchise Disclosure Document and Franchise Agreement with an accountant or other professional advisor? If No, do you
wish to have more time to do so? Yes_____No _____
C) Have you discussed the benefits and risks of operating the Franchise with your professional advisor? Yes_____No _____
D) Do you understand the risks of operating the Franchise? Yes_____No _____

Yes_____No_9. Has any employee or other person speaking on our behalf made any statement, promise, or agreement, other than those matters addressed in our Franchise Agreement,
concerning advertising, marketing, media support, marketing penetration, training, support services, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document? If Yes, please provide a full explanation on the back of this questionnaire.

Yes____No_10. Has any employee or other person speaking on our behalf made any statement or promise regarding the actual, average, or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue an SNT ® Store will generate, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document? If Yes, please provide a full explanation on the back of this questionnaire.
Yes____No_11. Do you understand the success or failure of your Franchise will depend in large part upon your skills, abilities, and efforts and those of the person you employ, as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms, and the marketplace?

Yes____No_12. Do you understand that you will receive no territorial protection (except as otherwise provided in a mutually agreed upon Addendum to the Development Agreement and/or Franchise Agreement) and that we and our affiliates may engage in businesses that compete with your SNT® Store(s)?

Yes____No_13. Do you understand we are not obligated to provide assistance to you in finding and securing a location for your SNT® Store?

Yes____No_14. Do you understand that we are not responsible for any construction delays?

Yes____No_15. Do you understand that you must have and provide us a valid email address at all times during the Term of the Franchise Agreement and that you must notify us of any changes to the email address?

Yes____No_16. A) Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be brought in arbitration in the city where our principal business office is located at the time, if not resolved informally or by mediation?
Yes____No_B) Do you understand the Franchise Agreement provides that you can only collect compensatory damages on any claim under or relating to the Franchise Agreement, and not any punitive, exemplary, incidental, indirect, special, consequential, or other damages (including, without limitation, loss of profits)?

Yes____No_17. Do you understand that the persons we required to attend training must successfully complete our initial training program prior to the Opening Date (or date you acquire a Store(s)); and that if such persons fail, in our sole judgment, to satisfactorily complete our training program, and you fail to cure such default within 30 days following written notice from us, we may terminate the Franchise Agreement?

Yes____No_18. Do you understand we do not have to sell you a Franchise or additional Franchises or consent to your purchase of existing Franchises?

Yes____No_19. A) Do you understand that the U.S. Government has enacted anti-terrorist legislation that prevents us from carrying on business with any suspected terrorist or anyone associated directly or indirectly with terrorist activities?
Yes____No_B) Have you ever been a suspected terrorist or associated directly or indirectly with terrorist activities?
Yes____No_C) Do you understand that we will not approve your purchase of a Franchise if you are a suspected terrorist or associated directly or indirectly with terrorist activity?

Yes_____No_D) Is it true that you are not purchasing a Franchise with the intent or purpose of violating any anti-terrorism law or for obtaining money to be contributed to a terrorist organization?

Yes_____No_20. Is it true no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes_____No_21. Have you read all of the terms and conditions accompanying this Agreement?

Yes_____No_22. Do you understand that the Franchise Agreement contains the entire agreement between us and you concerning the Franchise, meaning any prior oral or written statements not set out in the Franchise Agreement will not be binding?

You understand that we are acting in reliance on the truthfulness and completeness of your responses to the questions above in entering into the Franchise Agreement with you. YOU ACKNOWLEDGE AND AGREE THAT IN THE EVENT THAT ANY DISPUTE ARISES, THIS QUESTIONNAIRE WILL BE ADMISSIBLE AS EVIDENCE IN ANY LEGAL ACTION, AND YOU HEREBY WAIVE, TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, ANY OBJECTION TO SUCH ADMISSION OF THIS QUESTIONNAIRE. NOTE: IF THE FRANCHISEE IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR OTHER ENTITY, EACH OF ITS OWNERS MUST EXECUTE THIS ACKNOWLEDGEMENT.

Dated:_____

_____
Printed name, an individual

_____
Printed name, Officer

_____
Of
A_____corporation

FRANCHISE AGREEMENT
SUMMARY PAGES

EFFECTIVE DATE: _____

FRANCHISEE: _____

INFORMATION FOR NOTICES: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

OPERATING PRINCIPAL:
Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

SITE SELECTION AREA: _____

DOCUMENT PREPARATION FEE: $250

INITIAL FRANCHISE FEE: $25,000 (initial Store) due at signing unless otherwise deferred by us

ROYALTY FEE: 10% of Gross Sales, due monthly

OPENING ASSISTANCE FEE: None (subject to change per Section 5.3.1.)

MARKETING AND WEBSITE EXPENDITURE: 2% of Gross Sales, due monthly

RENEWAL FEE: An amount equal to 50% of the then-current initial franchise fee generally charged to SNT® franchisees to enter into Franchise Agreements for subsequent Stores

FRANCHISEE and FRANCHISEE'S OWNERS:

Franchisee is duly formed in the State of_____, and the following is a list of all shareholders, partners, members, or other investors owning a direct or indirect interest in Franchisee and a description of the nature of their interest:

NAME	% Ownership in Franchise	Name of Interest

SAUCE N TOSS ADDRESS FOR NOTICE:

Parikh Law
Group, LLC Attn:
SAUCE N TOSS
150 S WACKER DRIVE – STE. 2600
Chicago, IL 60606

FRANCHISED LOCATION:_____
OPENING DATE: To be determined, subject to Section 3.5.

By signing below, each of the parties attests to the accuracy of the information contained in these Summary Pages and agrees to and intends to be legally bound by the terms and provisions of the SNT Franchise Agreement attached to these Summary Pages, effective on the Effective Date set forth above.

FRANCHISOR:
SNT
An Illinois company

By:_____

Name:_____

Title:_____

FRANCHISEE:

By: _____

Name: _____

Title: _____

SNT
FRANCHISE AGREEMENT
ATTACHMENT B-1

GUARANTY AND PERSONAL UNDERTAKING

1. I have read the Franchise Agreement between SNT and ("**Franchisee**").

2. I own a beneficial interest in Franchisee and would be considered an "**Owner**" within the definition contained in the Franchise Agreement.

3. I understand that were it not for this Guaranty and Personal Undertaking ("**Guaranty**"), SNT would not have agreed to enter into the Franchise Agreement with Franchisee.

4. I will comply with of the provisions contained in Article 7 of the Franchise Agreement concerning the Franchisee's use of SNT's Marks and Copyrighted Works (as that term is defined in the Franchise Agreement). I understand that, except for the license granted to Franchisee, I have no individual right to use the Marks or Copyrighted Works, and I have no ownership interest in the Marks or Copyrighted Works.

5. I will comply with all of the provisions contained in Article 8 of the Franchise Agreement concerning the use of the Confidential Manual and Information. I will maintain the confidentiality of all Confidential Information disclosed to me. I agree to use the Confidential Information only for the purposes authorized under the Franchise Agreement. I further agree not to disclose any of the Confidential Information, except: **(a)** to Franchisee's employees on a need to know basis; **(b)** to Franchisee's and my legal and tax professionals to the extent necessary for me to meet my legal obligations; and **(c)** as otherwise may be required by law.

6. I will comply with all of the provisions contained in Article 12 of the Franchise Agreement concerning the transfer of my ownership interest in the Franchise Agreement and/or in Franchisee.

7. While I am an Owner of Franchisee and, for a two-year period after I cease to be an Owner (or two years after termination or expiration (without renewal) of the Franchise Agreement, whichever occurs first), I will not:

(a) Divert or attempt to divert any present or prospective customer of an SNT® Store to any competitor by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System;

(b) Directly or indirectly employ, or seek to employ, any person who is or has been within the previous 120 days employed by SNT, an Affiliate of SNT, or a developer or franchisee of SNT, or otherwise directly or indirectly induce such person to leave his or her employment, unless such employee has obtained written consent from his or her current/previous employer that the employee may be hired; or

(c) Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any store, shop, or fast casual, quick service, or full service restaurant, or retail outlet of any type, that offers as a primary menu item or mix of menu items cold or toasted sandwiches, other than an SNT® Store operated pursuant to a then currently effective Franchise Agreement. This restriction will apply, while I am an Owner, to any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which SNT or its Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks. This restriction will apply for two years after I cease to be an Owner (or two years after termination or expiration of the Franchise Agreement, whichever occurs first) to any location that: **(i)** is, or is intended to be, located at the location of the former Franchised Location; **(ii)** is within a one-mile radius of the former Franchised Location; or **(iii)** is within a one-mile radius of any other Store operating under the System and Marks, that is in existence or under development at any location within the United States, its territories, or commonwealths, or any other country, province, state, or geographic area in which SNT or its Affiliates have used, sought registration of, or registered the Marks or similar marks, or operate or license others to operate a business under the Marks or similar marks, at the time of such expiration, termination, or transfer. The time periods relating to restrictions set forth in this Guaranty will be tolled during any period of my noncompliance.

8. I agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Guaranty. If all or any portion of a covenant in this Guaranty is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which SNT is a party, I expressly

agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Guaranty.

9. I understand and acknowledge that SNT shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Guaranty, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof, and I agree to comply forthwith with any covenant as so modified.
10. I agree that the provisions contained in Article 19 of the Franchise Agreement will apply to any dispute arising out of or relating to this Guaranty. If SNT brings any legal action to enforce its rights under this Guaranty, I will reimburse SNT its reasonable attorneys' fees and costs.
11. I hereby guarantee the prompt and full payment of all amounts owed by the Franchisee under the Franchise Agreement.
12. I will pay all amounts due under this Guaranty within 14 days after receiving notice from SNT that the Franchisee has failed to make the required payment. I understand and agree that SNT need not exhaust its remedies against the Franchisee before seeking recovery from me under this Guaranty.
13. No modification, change, impairment, or suspension of any of SNT's rights or remedies will in any way affect any of my obligations under this Guaranty. If the Franchisee has pledged other security or if one or more other persons have personally guaranteed performance of the Franchisee's obligations, I agree that SNT's release of such security will not affect my liability under this Guaranty.
14. If I am a resident of California, or otherwise subject to the laws of the State of California, I hereby waive **(a)** all rights described in California Civil Code Section 2856(a)(1)-(2), inclusive, which includes, without limitation, any rights and defenses which are or may become available to the undersigned by reason of California Civil Code Sections 2787 to 2855, inclusive; and **(b)** California Civil Code Sections 2899 and 3433.
15. **I WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING SNT, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THE FRANCHISE AGREEMENT, THE PERFORMANCE OF ANY PARTY UNDER THE FRANCHISE AGREEMENT, AND/OR THE OFFER OR GRANT OF THE FRANCHISE**.
16. I understand that SNT's rights under this Guaranty will be in addition to, and not in lieu of, any other rights or remedies available to SNT under applicable law.
17. I agree that any notices required to be delivered to me will be deemed delivered at the time delivered in person, by Express Mail, by certified mail; by private overnight delivery; or by facsimile or other electronic system (such as email). Service will be deemed conclusively made: **(a)** at the time of service, if personally served; **(b)** 24 hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail; **(c)** upon the earlier of actual receipt or three calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail; **(d)** 24 hours after delivery by the party giving the notice, statement, or demand if by private overnight delivery; and **(e)** at the time of transmission by facsimile or other electronic transmission, if such transmission occurs prior to 5:00 p.m. Central Time on a Business Day and a copy of such notice is mailed by certified mail within 24 hours after the transmission to the address identified on the signature line below. I may change this address only by delivering to SNT written notice of the change.

Intending to be legally bound, I have executed this Guaranty and Personal Undertaking on the date set forth below:

GUARANTOR

_____ _____

Guarantor's Name, an Individual Date:

Address: _____

Fax and/or Email: _____

SNT – EXHIBIT C
LIST OF CURRENT FRANCHISEES

Sauce N Toss - 1 Nippersink, Fox Lake, IL 60020

Sauce N Toss - 724 Northwest HWY, Cary, IL. 60013

Sauce N Toss – 11611 S. Halsted Street, Chicago, IL 60628

Sauce N Toss – 4712 147th Street, Midlothian, IL 60445

EXHIBIT D

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this disclosure document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Minnesota	Minnesota Department of Commerce Market Assurance Division 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 (212) 416-8236	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex–69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Department of Labor and Regulation Division of Securities 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-4823	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219

Washington	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760	
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, WI 53701 (608) 266-2801	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, WI 53703

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 2101 Arena Blvd., Sacramento, CA 95834 866-275-2677	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020

Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	

SNT EXHIBIT E – STATE ADDENDA

ILLINOIS AMENDMENT TO FRANCHISE AGREEMENT

All initial fees are deferred and not payable to the Franchisor until Franchisor's initial obligations to the Franchisee have been completed and the Franchisee has commenced business. The Illinois Attorney General's Office has imposed this deferral requirement due to the Franchisor's financial condition.

Illinois law governs the Franchise Agreement.

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

Your rights upon Termination and Non-Renewal of an agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

For info about obtaining a liquor license in Illinois, see:

https://www.illinois.gov/ilcc/Pages/Forms-and-Applications.aspx

For info about obtaining TIPS certification in Illinois, see:

https://www.tipscertified.com/tips-state-pages/illinois/

See: the Liquor Control Act of 1934, 235 ILCS 5/ (West 2018) for Illinois Dram Shop laws.

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.

[Signature page is the next page.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date indicated below.

FRANCHISOR:
SAUCE N TOSS RESTAURANTS, LLC
An Illinois company

Dated: :_____ By:_____ Name, Title

FRANCHISEE:
By: :_____
Dated: :_____ Name, Title

SNT
GENERAL RELEASE

To all to whom these Presents shall come or may Concern, Know That_____[an entity organized under the laws of the State of_____][an individual domiciled in the State of_____] as RELEASOR, in consideration of the consent of SNT and other good and valuable consideration, hereby releases and discharges SNT as RELEASEE; RELEASEE'S corporate parents, subsidiaries or affiliates and the respective officers, directors, shareholders, agents, attorneys, contractors and employees of each of the foregoing entities (in their corporate and individual capacities), and RELEASEE'S heirs, executors, administrators, successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, including, without limitation, claims arising under federal, state and local laws, rules and ordinances. If RELEASOR is domiciled or has his or her principal place of business in the State of California, then RELEASOR hereby expressly waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."
Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require. This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR (if an individual) has executed this RELEASE, and (if a corporation) has caused this RELEASE to be executed by a duly authorized officer as of the date indicated below.

RELEASOR:
By:_____
Name:_____
Title:_____
Date: _____

[This General Release will be modified as necessary for consistency with any state law regulating franchising.]

State Effective Dates

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

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

State	Effective Date
Illinois	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all agreements carefully.

If SNT offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Applicable state laws in **(a)** Connecticut and Michigan require us to provide you the disclosure document at least 10 business 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)** New York and Rhode Island require us to provide you the disclosure document at the earlier of the first personal meeting or 10 business 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; and **(c)** Iowa and Maine require us to provide you the disclosure document at the earlier of the first personal meeting or 14 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.

If SNT does not deliver this Franchise 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, DC 20580, and the appropriate state administrator listed in Exhibit F. SNT's agents for service of process are listed in Exhibit G.

Issuance Date: April 15, 2026

The name, principal business address, and telephone number of the franchise seller offering the franchise is:

Name Principal Business_____Address_____Telephone Number

_____

I received a Franchise Disclosure Document dated_____, 2025. This Franchise Disclosure Document included the following Exhibits and Attachments:

State Specific Addenda
Exhibit A Financial Statements
Exhibit B Development Agreement (with Protected Development Addendum, state-specific amendments and all attachments)
Exhibit C-1 Franchise Agreement (with state-specific amendments and all attachments)
Exhibit C-2 General Release (sample form)
Exhibit D List of Franchisees
Exhibit H Receipts

Date: _____

Signature _____

Printed Name, Individually_____

Printed Name, Officer, Title _____
Of _____
A_____Corporation
A_____Partnership

[Keep this page for your records.]

RECEIPT

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Exhibit D List of Franchisees
Exhibit H Receipts

Date: _____

Signature _____

Printed Name, Individually_____

Printed Name, Officer, Title _____
Of _____
A_____Corporation
A_____Partnership

[Return this page to SNT.]