FRANCHISE DISCLOSURE DOCUMENT

Big Biscuit Industries, LLC
a Kansas limited liability company
5215 W. 94th Terrace
Prairie Village, Kansas 66207
913-766-4444
franchise@bigbiscuitfranchise.com
www.bigbiscuitfranchise.com

The Big Biscuit businesses provide full-service, family-style restaurants specializing in freshly prepared breakfast and lunch menu items featuring classic American comfort food in a welcoming, family-friendly environment ("The Big Biscuit Business(es)").

The total investment necessary to begin operation of a The Big Biscuit franchised business is $786,118 to $1,619,827. This includes the initial fee of $40,000 that must be paid to the franchisor or an affiliate.

The total investment necessary to begin operations of three The Big Biscuit Restaurants under the Area Development Program ranges from approximately $2,358,354 to $4,859,481, which includes $120,000 that must be paid to us or our affiliate. If you agree to develop five The Big Biscuit Restaurants, the total investment necessary ranges from approximately $3,930,590 to $8,099,135, which includes $200,000 that must be paid to us or our affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement 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 The Big Biscuit Headquarters at 5215 W. 94th Terrace, Prairie Village, Kansas 66207, 913-766-4444 or franchise@bigbiscuitfranchise.com.

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, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 15, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B 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 The Big Biscuit 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(n) The Big Biscuit franchisee?	Item 20 or Exhibit E lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

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

NOTICE REQUIRED BY
STATE OF MICHIGAN

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

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

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

(b) A requirement that the franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

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

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

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

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

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

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

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

To simplify the language in this Franchise Disclosure Document, "BBI," "we," "us" and "our" means Big Biscuit Industries, LLC, the franchisor. "You," "your" and "Franchisee" means the person, and its owners if the Franchisee is a business entity, who buys the franchise from BBI.

The Franchisor

BBI is a Kansas limited liability company formed on February 23, 2018. We operate under our corporate name and the name The Big Biscuit. Our principal business address is 5215 W. 94th Terrace, Prairie Village, Kansas 66207. We offer franchises ("The Big Biscuit Franchise(s)" or "Franchise(s)") for The Big Biscuit Businesses and have done so since May 2019. We do not conduct business under any other name or in any other line of business and we do not offer franchises in any other line of business. We do not conduct, and have never conducted, a business of the type described in this Franchise Disclosure Document. We do not have a predecessor.

Our parent, The Big Biscuit Company, LLC ("TBBC"), also owns and controls the intellectual property for The Big Biscuit Franchises and licenses it to us. TBBC shares our principal address. TBBC was organized in August 2009 and acquired The Big Biscuit brand in 2009 from the original owner. The first The Big Biscuit restaurant opened in the Kansas City area in 2000. TBBC does not conduct the type of business the franchisee will operate, does not operate any The Big Biscuit restaurants, and has never offered franchises for The Big Biscuit Businesses or franchises in any other line of business.

We have 22 corporate-owned Big Biscuit restaurants that are owned by our affiliate 27 Biscuits LLC ("27B").

Location	Date Opened
Barry Road – Kansas City, Missouri	May 2013
Blue Springs, Missouri	May 2005
Brentwood South – Springfield, Missouri	May 2019
Corporate Woods – Overland Park, Kansas	November 2016
Gladstone, Missouri	February 2017
Independence, Missouri	May 2000
Joplin, Missouri	February 2024
Kickapoo Corners, Springfield, Missouri	July 2019
Lawrence, Kansas	March 2014
Liberty, Missouri	May 2015
Maize Rd – Wichita, Kansas	December 2025
Mission, Kansas	February 2024
Overland Park – 135th , Overland Park, Kansas	April 2015
Prairie Village, Kansas	April 2012
Raymore, Missouri	July 2016
Santa Fe Square – Olathe, Kansas	June 2017
St Joseph, Missouri	November 2014
Topeka, Kansas	October 2020
Shawnee, Kansas	March 2011
Lenexa, Kansas	May 2021
Todd George Road, Lee's Summit, Missouri	October 2017
Westport – Kansas City, Missouri	September 2020

We are our agent for service of process in Kansas at our principal business address. Our agents for service of process for other states are identified by state in Exhibit A. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

The Franchise

The Big Biscuit franchisees operate businesses that provide full-service, family-style restaurants specializing in freshly prepared breakfast and lunch menu items featuring classic American comfort food in a welcoming, family-friendly environment. Our operating system includes recognizable design, décor color scheme, recipes, uniform standards, specifications, rules and procedures of operation, techniques, philosophies, quality and uniformity of products and services offered and procedures for inventory and management control ("System"). We grant franchises to operate The Big Biscuit Businesses using the System and our trade names, trademarks, service marks, emblems, logos, slogans and copyrights ("Marks") as authorized by us from an approved location.

You must sign our standard franchise agreement attached to this Franchise Disclosure Document as Exhibit C ("Franchise Agreement"). You may operate one The Big Biscuit Business for each Franchise Agreement you sign.

We also offer to select qualified persons ("Area Developers") the opportunity to sign our area development agreement ("Area Development Agreement") and acquire the right to develop multiple The Big Biscuit Businesses in a designated development area ("Development Territory") in accordance with a specified development schedule ("Development Schedule"). The Development Territory will be established based on the consumer demographics of the Development Territory, geographical area, city, county and other boundaries. If you enter into an Area Development Agreement, you must sign a Franchise Agreement for your first The Big Biscuit Business ("Initial Franchise Agreement") at the same time that you sign the Area Development Agreement. You will be required to sign our then-current form of The Big Biscuit Franchise Agreement for each The Big Biscuit Business that you develop under the Area Development Agreement. The then-current Franchise Agreement may differ materially from the current Franchise Agreement included with this Franchise Disclosure Document, including with respect to royalty rates and other fees. Unless otherwise stated, any reference in this Franchise Disclosure Document to "you" or "franchisee" includes you both as an Area Developer under an Area Development Agreement and as a franchisee under a Franchise Agreement.

Market and Competition

The primary market for the products and services offered by the The Big Biscuit Business is the general public. The products and services offered by The Big Biscuit Businesses are not seasonal. The restaurant market, as a whole, is well-developed and highly competitive and includes retail units, mobile food trucks, and kiosks selling various types of food. You may have to compete with numerous other independent and chain-affiliated restaurants, some of which may be franchised. Many restaurant franchise systems, in particular, have already established national and international brand recognition.

Industry-Specific Laws

Many states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your The Big Biscuit Business, including those which: (a) establish general standards, specifications and requirements for the construction, design and maintenance of the location of the The Big Biscuit Business; (b) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements; employee practices concerning the storage, handling

and preparation of food; restrictions on smoking and exposure to tobacco smoke or other carcinogens or reproductive toxicants and saccharin; availability of and requirements for public accommodations, including restrooms; (c) set standards pertaining to employee health and safety; (d) set standards and requirements for fire safety and general emergency preparedness; (e) govern the use of vending machines; (f) regulate the proper use, storage and disposal of waste, insecticides and other hazardous materials; (g) establish general requirements or restrictions on advertising containing false or misleading claims, or health and nutrient claims on menus or otherwise, such as "low calorie" or "fat free;" and (h) establish requirements concerning withholdings and employee reporting of taxes on tips. You must also obtain all necessary permits, licenses and approvals to operate your The Big Biscuit Business.

Many local or state jurisdictions require food service permits for those preparing, handling and serving food to the public. You and your employees may be required to pass a test or other certification process to obtain these permits. There may also be local ordinances and regulations governing food storage, preparation and serving.

You do not need to obtain a liquor license for the operation of your The Big Biscuit Business, but we reserve the right to require one in the future.

You must obtain all required licenses, permits, and approvals to operate your The Big Biscuit Business. Some states and local jurisdictions may have enacted or may in the future enact laws, rules, regulations, and ordinances which may apply to the The Big Biscuit Business. These regulations may establish certain standards, specifications, and requirements that must be followed by you.

The Payment Card Industry Data Security Standard ("PCI") requires that all companies that process, store, or transmit credit or debit card information maintain a secure environment. PCI applies to all organizations or merchants, regardless of size or number of transactions, that accepts, transmits or stores any cardholder data. Franchisees must also be sure to comply with applicable federal and state laws regulating the privacy and security of sensitive consumer and employee information.

ITEM 2
BUSINESS EXPERIENCE

David Offerdahl: Chairman

Mr. Offerdahl is our Chairman in Prairie Village, Kansas and has been since our inception in February 2018. He is also Owner, Chairman and Co-Chief Executive Officer of our parent TBBC in Prairie Village, Kansas and has been since August 2009. Mr. Offerdahl is also an owner of 27 Biscuits LLC in Prairie Village, Kansas and has been since January 2016.

Chad Offerdahl: Director, President and Chief Executive Officer

Mr. Offerdahl is our Director, President and Chief Executive Officer in Prairie Village, Kansas and has been since June 2020. He is also Director, President and Chief Executive Officer of our parent TBBC in Prairie Village, Kansas and has been since June 2020. Mr. Offerdahl is also a member of 27 Biscuits LLC in Prairie Village, Kansas and has been since January 2016.

Scott Jayne: Vice President of Operations

Mr. Jayne is our Vice President of Operations in Prairie Village, Kansas and has been since November 2022. Prior to this, he was our Franchise Operations Manager in Prairie Village, Kansas from

June 2021 to November 2022. From April 2016 through June 2021, he was a Multi-Unit Manager of corporate The Big Biscuit restaurants in Prairie Village, Kansas.

Marita Swift: Vice President of Strategic Growth

Mrs. Swift is our Vice President of Strategic Growth in Prairie Village, Kansas and has been since September 2024. Prior to this, she was our Vice President of Brand Strategy in Prairie Village, Kansas from November 2022 to September 2024. Prior to that, she was our Brand and Marketing Manager in Prairie Village, Kansas from November 2021 to November 2022. Prior to that, she was a Brand Strategist at Novella Brandhouse in Kansas City, Missouri from March 2021 through November 2021.

Alexandra B. Clark: Vice President - Finance

Ms. Clark joined Big Biscuit Industries, LLC in Prairie Village, Kansas in August 2025 as Vice President - Finance. Prior to that, Ms. Clark served as Controller and later as VP - Finance at Jefferson's Franchise Systems LLC in Lawrence, Kansas from October 2018 to August 2025. She previously worked with Profit Plus Business Solutions, LLC in De Soto, Kansas in accounting and payroll services focusing on the restaurant industry from 2014 to 2018.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement

Initial Franchise Fee

The "Initial Franchise Fee" for a single The Big Biscuit Business is $40,000. The Initial Franchise Fee is payment for the pre-opening assistance that we provide to you to allow you to open your The Big Biscuit Business and also offsets some of our franchise recruitment expenses. The Initial Franchise Fee is uniform, fully earned by us once paid and is non-refundable under any circumstances. The Initial Franchise Fee is payable when you sign your Franchise Agreement.

During our last fiscal year ended December 28, 2025, we collected Initial Franchise Fees of $40,000.

Area Development Agreement

If you sign an Area Development Agreement, you must pay us a "Development Fee" equal to the Initial Franchise Fee for the first Franchised Business to be developed under the Area Development Agreement, plus 50% of the Initial Franchise Fee for each additional Franchised Business you agree to develop under the Area Development Agreement. The Development Fee is due in full when you sign the

Area Development Agreement. The Development Fee is fully earned by us upon execution of the Area Development Agreement as consideration for the development rights you receive under the Area Development Agreement and is non-refundable under any circumstances.

You must sign the Initial Franchise Agreement at the same time you sign the Area Development Agreement. The portion of the Development Fee attributable to the first Franchised Business will be applied to the Initial Franchise Fee due under the Initial Franchise Agreement. You must sign a separate Franchise Agreement, in our then-current form, for each additional Franchised Business you develop under the Area Development Agreement. When you sign each additional Franchise Agreement, you must pay the remaining 50% of the Initial Franchise Fee for that additional Franchised Business. You must sign the remaining Franchise Agreements in accordance with the Development Schedule set forth in the Area Development Agreement. If you form an entity to open any of the The Big Biscuit Businesses within the Development Territory, you must own at least 51% of each entity. You must provide us with necessary documentation to show your ownership interest.

ITEM 6
OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty[2]	5% of Gross Sales	Due on Wednesday for the previous Monday through Sunday of each week	The "Royalty" is based on "Gross Sales" during the previous week. Your Royalty is an ongoing payment that allows you to use the Marks and the intellectual property of the System and pays for our ongoing support and assistance.
Brand Fund Contribution	1% of Gross Sales	Same as Royalty	This "Brand Fund Contribution" is used for a system-wide "Brand Fund" for our use in promoting and building the The Big Biscuit brand. We reserve the right to increase the Brand Fund Contribution to up to 3% upon 30 days' written notice to you. See Item 11 for more information. If we require local advertising (See Item 11 below) and you do not spend the full required amount, you must pay the shortfall into the Brand Fund. See Item 11 for more information.

Type of Fee[1]	Amount	Due Date	Remarks
Local and Regional Advertising Cooperatives	Established by cooperative members, between 1% and 2% of Gross Sales	Established by cooperative members	We currently do not have a cooperative but reserve the right to require one to be established in the future. We anticipate that each The Big Biscuit franchise and each The Big Biscuit Business that we own will have one vote for each The Big Biscuit franchise operated in the designated market. Each The Big Biscuit Business we own that exists within the cooperative's area will contribute to the cooperative on the same basis as franchisees. We anticipate that each The Big Biscuit franchisee and each The Big Biscuit Business that we own will have one vote for each The Big Biscuit operated in the designated market. Item 11 contains more information about advertising cooperatives.
Unauthorized Advertising Fee	$500 per occurrence	On demand	This fee is payable to the Brand Fund if you use unauthorized advertising in violation of the terms of the Franchise Agreement.
Insurance	Reimbursement of our costs, plus a 20% administration charge	On demand	If you fail to obtain insurance, we may obtain insurance for you, and you must reimburse us for the cost of insurance obtained plus 20% of the premium for an administrative cost of obtaining the insurance.
Additional Training or Assistance Fees	The then-current fee (currently $5,000 per additional person for initial training, plus costs and expenses, and $400 per instructor per day for additional onsite training and support, plus expenses)	Within ten days after invoicing	We provide initial training at no charge for up to three people. We may charge you for training additional persons, newly hired personnel, refresher training courses, remedial training, advanced training courses, and additional or special assistance or training you need or request. You are responsible for any expenses incurred by you or your employees in connection with attending training, including transportation, lodging, meals, wages and other incidentals. If the training or assistance is provided at your The Big Biscuit Business, you must also reimburse us for the travel and other expenses we or our representatives incur in providing that training or assistance.

Type of Fee[1]	Amount	Due Date	Remarks
Technology Fee	The then-current fee (currently 1/8% of Gross Sales)	Same as Royalty	This fee covers certain technologies used in the operation of your The Big Biscuit Business. This fee may include fees paid to third-party vendors and it may be adjusted to reflect their price increases. You will also be responsible for any increase in fees that result from any third-party vendor price increases upgrades, modifications or additional technology solutions. We reserve the right to increase the technology fee to up to 1/2% upon 30 days' written notice to you.
Conference Fee	The then-current fee (currently estimated to be $500 per person)	Upon receipt of written notice that such convention is being held	Your "Responsible Owner" or "Operating Manager,"(both defined in Item 15) if any, must attend any national or regional conferences we hold. The fee helps cover some of our costs to host the conference. The fee is due regardless of whether or not you attend the conference.
Supplier and Product Evaluation Fee	Costs of inspection (estimated to be approximately $100 to $500)	Within ten days after invoicing	Payable if we inspect a new product, service or proposed supplier nominated by you.
Food Safety Audit	Cost of audit (estimated to be approximately $2,500)	As incurred	If you fail a food safety audit, we will require you to undergo an additional food safety audit at your own expense within 45 days. You will pay the third-party auditor directly upon invoicing or must reimburse us if we are invoiced.
Customer Issue Resolution	The reasonable costs we incur for responding to a customer complaint	Within five days of receipt of invoice	Payable if a customer of your The Big Biscuit Business contacts us with a complaint and we provide a gift card, refund or other value to the customer as part of our addressing the issue.
Non-Compliance Fine	$1,000 for the first violation; additional $3,000 if violation is not corrected within 90 days	As incurred	Payable if you fail to comply with the Franchise Agreement, the Franchise Operations Manual, or our standards and specifications. This fee is in addition to any other remedies available to us.
Securities Offering	Our costs	Upon Request	If you propose a securities offering, you must reimburse us for our reasonable costs, including attorneys' and accounting fees, incurred in reviewing the proposed offering.

Type of Fee[1]	Amount	Due Date	Remarks
Gift Cards	Up to 7% of each Gift Card transaction	As incurred when a Gift Card is redeemed at your The Big Biscuit Business	You must participate in our Gift Card program, which we or a third party may administer. We will deduct up to 7% of each Gift Card transaction to defray the costs of administering the Gift Card program, and the remaining 93% will be paid to you. In addition, you must pay a $50 setup fee when you begin operations, $540 per year, and 4% of OLO sales (passed on to the guest) to the third-party provider or program administrator.
Payment Service Fee	Up to 4% of total charge	As incurred	We may charge this fee if you make a payment to us or our affiliate by credit or debit card.
Late Payment Fee	$100 per occurrence, plus the lesser of the daily equivalent of 18% per year simple interest or the highest rate allowed by law	As incurred	Payable if any payment due to us or our affiliate is not made by the due date. Interest accrues from the original due date until payment is received in full.
Non-Sufficient Funds Fee	$100 per occurrence, plus the lesser of the daily equivalent of 18% per year simple interest or the highest rate allowed by law	As incurred	Payable if any check or electronic payment is not successful due to insufficient funds, stop payment or any similar event.
Failure to Submit Required Report Fee	$100 per occurrence and $100 per week	Your bank account will be debited for failure to submit any requested report or financial statement when due	Payable if you fail to submit any required report or financial statement when due. You will continue to incur this fee until you submit the required report. You will also be responsible for any audit costs that we perform as a result of the failure.
Audit Expenses	Cost of audit and inspection, any understated amounts, and any related accounting, legal and travel expenses	On demand	You will be required to pay this if an audit reveals that you understated weekly Gross Sales by more than 2% or you fail to submit required reports.

Type of Fee[1]	Amount	Due Date	Remarks
Management Fee	$250 per day, plus costs and expenses	As incurred	Payable if we manage your The Big Biscuit Business after: (1) you cease to perform your responsibilities (whether due to retirement, death, disability, or for any other reason) and you fail to find an adequate replacement Responsible Owner (defined in Item 15) within 30 days; (2) you are in material breach of this Franchise Agreement; or (3) upon a crisis management event.
Professional Fees and Expenses	Will vary under circumstances	As incurred	You must reimburse us for any legal, accounting or other professional fees ("Professional Fees") that we incur as a result of any breach or termination of your Franchise Agreement or as a result of your indemnity obligations. You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement.
Indemnification	Will vary under circumstances	As incurred	You must indemnify and reimburse us for any expenses or losses, including Professional Fees, that we or our representatives incur related in any way to your The Big Biscuit Business or Franchise.
Renewal Fee	25% of the then-current Initial Franchise Fee	At the time you sign the successor franchise agreement	Payable if you qualify to renew your Franchise Agreement and choose to enter into a successor franchise agreement. If we are not offering Franchises at the time of your renewal, the renewal fee will be 25% of the initial franchise fee listed in the most recent Franchise Disclosure Document.
Relocation Fee	$15,000	Upon relocation	You must pay us this fee if we permit you to relocate your The Big Biscuit Business. This covers our costs related to your relocation request.
De-Identification	All amounts incurred by us related to de-identification	As incurred	Payable if we must de-identify your The Big Biscuit Franchise upon its termination, relocation or expiration.

Type of Fee[1]	Amount	Due Date	Remarks
Transfer Fee	50% of the then-current Initial Franchise Fee	$1,000 non-refundable deposit at time of transfer application submittal and the remaining balance of fee at time of the approved transfer	Payable in connection with the transfer of your The Big Biscuit Business, a transfer of ownership of your legal entity, or the Franchise Agreement (this does not apply to the transfer of an entity you control—see below). If we are not offering Franchises at the time of your transfer, the transfer fee will be 50% of the initial franchise fee listed in the most recent Franchise Disclosure Document.
Transfer to Entity Fee	Our actual costs	Upon demand	If you are transferring the Franchise Agreement to an entity that you control, you will not be required to pay a transfer fee, but you must pay our actual costs.
Liquidated Damages	Will vary under the circumstances	Within 15 days after termination of the Franchise Agreement	Due only if we terminate the Franchise Agreement before the end of the term because of your material breach, or you terminate the Franchise Agreement without legal cause. Liquidated damages are determined by multiplying the combined monthly average of Royalties and Brand Fund Contributions (without regard to any fee waivers or other reductions) that are owed by you to us, beginning with the date you open your The Big Biscuit Business through the date of early termination, multiplied by the lesser of: (i) 36; or (ii) the number of months remaining in the term of the Franchise Agreement, except that liquidated damages will not, under any circumstances, be less than $30,000.
Broker Fees	Our actual cost of the brokerage commissions, finder's fees or similar charges	As incurred	If you transfer your The Big Biscuit Business to a third party or purchaser, you must reimburse all of our actual costs for commissions, finder's fees and similar charges.

Notes:

1. Fees. All fees paid to us or our affiliates are uniform and not refundable under any circumstances once paid. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We currently require you to pay fees and other amounts due to us or our affiliates via electronic funds transfer ("EFT") or other similar means. You are required to complete the ACH authorization in the form attached to this Franchise Disclosure Document in Exhibit H. We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement. Unless we state otherwise, we may increase any fee that is stated as a fixed dollar amount, or that is listed in the table above as our then-current fee, by a Consumer Price Index ("CPI") adjustment ("CPI Adjustment") and an annual adjustment

("Annual Adjustment"). For the CPI Adjustment, we may increase the fee based on changes in the CPI, but only if the CPI has increased by more than 5% since: (a) the effective date of your Franchise Agreement, for the first CPI Adjustment, or (b) the date of the last CPI adjustment, for any later CPI Adjustment. If the CPI is discontinued, renamed, no longer published, or materially changed, we may use a reasonably comparable substitute index. For the Annual Adjustment, we may increase the fee annually by up to 10% per year. This 10% limit is cumulative, so if we do not use all or part of a permitted increase in one year, we may use that unused increase in a later year, and it may be compounded annually. As part of the Annual Adjustment, if our cost for the underlying products or services increases by more than the cumulative 10% amount, we may increase the fee by the amount of that third-party cost increase instead. The Annual Adjustment is separate from, and may be made in addition to, any CPI Adjustment. We may make, delay, reduce, or decline any increase in our discretion, and our failure to impose any increase at any time will not waive our right to impose that increase later, subject to this paragraph. No adjustment will reduce any fee below the amount then in effect. We will give you at least 60 days' prior written notice before any increase takes effect. We will not increase the same fee more than once in any calendar year, but a single increase may include both a CPI Adjustment and an Annual Adjustment under this paragraph. If you enter into an Area Development Agreement to operate multiple The Big Biscuit Businesses, the fees indicated in the chart above are the fees charged and/or incurred for each The Big Biscuit Businesses.

2. Royalty. "Gross Sales" means the total of all revenues, income and consideration from the sale of all The Big Biscuit merchandise, products and services to your customers whether or not sold or performed at or from the physical location of the The Big Biscuit Business, and whether received in cash, coupon, in services in kind, from barter or exchange, on credit (whether or not payment is received) or otherwise. Gross Sales includes all proceeds from any business interruption insurance. If you offer any services, all receipts from these services are included in Gross Sales. You may deduct from Gross Sales for purposes of this computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if the taxes are separately stated when the customer is charged and if the taxes are paid to the appropriate taxing authority. You may also deduct from Gross Sales the amount of any charged tips collected and remitted to your employees. You may also deduct documented refunds, chargebacks, credits, and allowances you give in good faith to your customers; however, we reserve the right to include in Gross Sales any such amounts that we determine, in our reasonable business judgment, to be materially disproportionate to the standard operating procedures or historical performance of the System. All barter or exchange transactions in which you furnish products or services in exchange for products or services provided to you by a vendor, supplier or customer will, for the purpose of determining Gross Sales, be valued at the full retail value of the products or services so provided to you.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee[1]	$40,000	$40,000	Lump Sum	When You Sign the Franchise Agreement	Us
Kitchen Equipment, Small Wares & Hoods[2]	$316,263	$411,492	As Supplier Requires	As Incurred	Approved Suppliers
Furniture and Fixtures[3]	$51,503	$56,712	As Incurred	As Incurred	Third Parties
Computer / POS[4]	$4,231	$4,658	As Incurred	As Incurred	Third Parties
Leasehold Improvements[5]	$195,000	$728,235	As Incurred	As Incurred	Landlord and Approved Contractors
3 Months' Lease Payments[6]	$15,000	$47,466	As Incurred	As Incurred	Landlord
Signage[7]	$36,618	$52,500	As Incurred	As Incurred	Third Parties
Insurance[8]	$6,500	$12,201	As Incurred	As Incurred	Insurance Company
Opening Inventory[9]	$18,000	$25,000	As Incurred	Before Opening	Us and Vendors
Training[10]	$22,000	$57,820	As Incurred	As Incurred	Providers of Travel, Lodging, and Food Services
Grand Opening Program[11]	$2,500	$7,500	As Incurred	As Incurred	Third Parties
Professional Fees[12]	$16,605	$35,448	As Incurred	As Incurred	Your Attorneys, Advisors, CPA's and Other Professionals
Licenses[13]	$715	$795	As Incurred	As Incurred	Appropriate State/Local Authorities or Third Party
Audio, Video, Security Cameras & Music[14]	$19,183	$40,000	As incurred	As incurred	Third Parties
Additional Funds – 3 Months[15]	$42,000	$100,000	As Incurred	As Incurred	Third Parties

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
TOTAL ESTIMATED INITIAL INVESTMENT[16]	$786,118	$1,619,827			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your The Big Biscuit Business. We do not offer direct or indirect financing for these items. Our estimates are based on our experience, the experience of our affiliates, and our current requirements for The Big Biscuit Franchises. The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your The Big Biscuit Business may be greater or less than the estimates given, depending upon the location of your The Big Biscuit Business and current relevant market conditions. Your costs will also depend on factors such as how well you follow our methods and procedures; your management skills; your business experience and capabilities; local economic conditions; the local market for our products and services; the prevailing wage rates; competition; and sales levels reached during your initial phase of business operations. All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments.

1. Initial Franchise Fee. If you purchase the rights to operate multiple The Big Biscuit Businesses under an Area Development Agreement, the only additional initial cost that you will incur over the purchase of a single Franchise, will be the Development Fee until you open the additional The Big Biscuit Business. Once you open additional The Big Biscuit Businesses, you will incur the costs listed in this Item 7 (except for the Initial Franchise Fee) at the time you open the additional The Big Biscuit Businesses. These costs may increase in the future depending on when you open the additional The Big Biscuit Businesses. The estimate does not include the build out of any The Big Biscuit Business other than the first one. See Item 5 for more information about your Initial Franchise Fee.

2. Kitchen Equipment, Small Wares & Hoods. This estimate includes the cost of kitchen and beverage equipment, registers, small wares, office equipment and supplies.

3. Furniture and Fixtures. This estimate involves the furniture and fixtures you will need to open a The Big Biscuit Business, such as chairs, tables, booths, cushions, patio furniture and other items. Some of these expenses will depend on The Big Biscuit Business size, shipping distances, supplier chosen and your credit history.

4. Computer/POS System. This includes the cost of the computer hardware, peripherals, and software that will serve as your point-of-sale computer system. This also includes the cost of required system reporting software. Your restaurant will be required to use various software packages which are detailed in the Big Biscuit Confidential Operations Manual.

5. Leasehold Improvements. This estimate does not include any construction allowances that may be offered by your landlord. This estimate includes setup expenses you will incur in building out your The Big Biscuit Business, including all costs required to set up the equipment.

Building and construction costs will vary depending upon the condition and size of the premises for your The Big Biscuit Business and local construction costs. The low end of the range is for converting previously used restaurant space and the higher end is for raw space which needs to be fully converted for use as a restaurant.

6. 3 Months' Lease Payments. Your actual rent payments may vary depending upon your location and your market's retail lease rates. The Big Biscuit Businesses will typically be 3,000 to 3,500 square feet in size. The Big Biscuit Businesses are typically located in free standing outlets, shopping malls and strip malls. If you purchase instead of lease the premises for your The Big Biscuit Business, then the purchase price, down payment, interest rates and other financing terms will determine your monthly mortgage payments.

7. Signage. This estimate is for interior and exterior signs. These estimates assume you purchase your interior and exterior signage. The type and size of the signage you install will be based upon the zoning and property use requirements and restrictions. There could be an occasion where certain signage is not permitted because of zoning or use restrictions.

8. Insurance. You must obtain and maintain, at your own expense, the insurance coverage we require, and satisfy other insurance-related obligations. Please note that if you have had prior issues or claims from previous operations unrelated to the operation of a The Big Biscuit Business, your rates may be significantly higher than those estimated above.

9. Opening Inventory. You must purchase an initial inventory as described in the manuals that meet our specifications. The size of your initial inventory will depend on factors such as the size of your restaurant and your expected guest base. This estimate includes food, paper, chemicals, and assumes a $10,000 new store opening food credit.

10. Training. We provide training at our corporate office and restaurants in Kansas City, Kansas or at another location designated by us. You must pay for airfare, meals, transportation costs, lodging and incidental expenses for all initial training program attendees. Initial training is provided at no charge for up to three people, one of which must be the Responsible Owner, provided all individuals attend the same initial training program. The training program is estimated to be 8 to 12 weeks. If additional initial training is required, or more people must be trained, an additional fee will be assessed. The low end of the range is the estimate for training that is local for the trainees and includes expenses for meals, but not travel or hotel.

11. Grand Opening Program. You must spend at least $2,500 on our required grand opening advertising campaign.

12. Professional Fees. We strongly recommend that you hire a lawyer, accountant or other professional to advise you on this franchise offering and to assist you in setting up your The Big Biscuit Business. Rates for professionals can vary significantly based on area and experience.

13. Licenses. You may be required to obtain business licenses from the local government agencies to operate your The Big Biscuit Business.

14. Audio, Video, Security Cameras & Music. This estimate includes the cost of the required audio and video system for the restaurant, the security system and the music package that must be obtained.

15. Additional Funds – 3 Months. These amounts represent our estimate of the amount of additional operating capital that you may need during the first three months after opening your restaurant.

This amount is the minimum recommended for a three-month contingency. The estimate includes employee wages, utilities, vendor costs, advertising, promotion, Royalties, Marketing and Brand Development Fund fees, and similar costs incurred before opening and during the first 3 months of operations. These estimates do not include financing charges, interest, or related costs that you may incur if any portion of your initial investment or other recurring monthly operating expenses are financed. We cannot guarantee that additional working capital will not be necessary during this start-up phase or after.

16. Total Estimated Initial Investment. This is an estimate of your initial start-up expenses for one The Big Biscuit Business. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

Area Developer

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Development Fee[(1)]	$80,000	$120,000	Lump sum	At the Time You Sign your Area Development Agreement	Us
Initial Investment for the First The Big Biscuit Business[(2)]	$746,118	$1,579,827	Per Table Above	Per Table Above	Per Table Above
TOTAL ESTIMATED INITIAL INVESTMENT FOR THREE THE BIG BISCUIT BUSINESSES[(3)]	$2,358,354	$4,859,481			
TOTAL ESTIMATED INITIAL INVESTMENT FOR FIVE THE BIG BISCUIT BUSINESSES[(3)]	$3,930,590	$8,099,135			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and opening The Big Biscuit Businesses under an Area Development Agreement. We do not offer direct or indirect financing for these items. Actual costs may vary based on the location and timing of each The Big Biscuit Business you develop and market conditions when each The Big Biscuit Business is developed and opened. Except as you may otherwise arrange with third parties, all amounts paid are non-refundable.

1. Development Fee. If you sign an Area Development Agreement, you must pay us a Development Fee equal to the Initial Franchise Fee for the first The Big Biscuit Business to be developed under the Area Development Agreement, plus 50% of the Initial Franchise Fee for each additional The Big Biscuit Business you agree to develop under the Area Development Agreement. Based on the current Initial Franchise Fee, the Development Fee for a 3-restaurant development schedule is $80,000, and

the Development Fee for a 5-restaurant development schedule is $120,000. The Development Fee is payable in full when you sign the Area Development Agreement, is fully earned immediately upon receipt, and is non-refundable, even if you do not open any The Big Biscuit Businesses. You must sign the initial Franchise Agreement at the same time you sign the Area Development Agreement. When you sign a Franchise Agreement for each additional The Big Biscuit Business, you must pay the remaining 50% of the Initial Franchise Fee for that additional The Big Biscuit Business. The low estimated initial investment amount equals the Development Fee for the right to open three The Big Biscuit Businesses and will require the payment of $40,000 (the remainder of the Initial Franchise Fee for the second and third The Big Biscuit Business) paid in $20,000 increments when you sign each Franchise Agreement. The high estimated initial investment amount equals the Development Fee for the right to open five The Big Biscuit Businesses and will require the payment of $80,000 (the remainder of the Initial Franchise Fee for the additional four The Big Biscuit Businesses) paid in $20,000 increments when you sign each Franchise Agreement. These amounts are included in the total estimated initial investment amounts of this table.

2. Initial Investment for First The Big Biscuit Business. The estimate for your first The Big Biscuit Business is based on the single The Big Biscuit Business chart above, except that if you sign an Area Development Agreement, the Development Fee described in Note 1 replaces the Initial Franchise Fee as the upfront fee paid at signing. The costs of opening any additional The Big Biscuit Businesses may be higher or lower than the estimate for the first business based on inflation, labor and material costs, site conditions, local market conditions, and the timing and location of each opening.

3. Total Estimated Initial Investment for Three or Five The Big Biscuit Businesses. The totals shown for three and five The Big Biscuit Businesses are based on multiplying the low and high estimates in the single The Big Biscuit Business chart above by three and five, respectively. See Notes 1 and 2 for information regarding the Development Fee and the initial investment for the first The Big Biscuit Business. Actual costs for additional The Big Biscuit Businesses may be higher or lower than these estimates based on inflation, labor and material costs, site conditions, local market conditions, and the timing and location of each opening. You must bear any deviation or escalation in costs from these estimates.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your The Big Biscuit Business according to our System and specifications. This includes purchasing or leasing all products, services, supplies, fixtures, equipment, inventory, computer hardware and software, and real estate related to establishing and operating the The Big Biscuit Franchise under our specifications, which may include purchasing these items from: (i) our designees; (ii) approved suppliers; and/or (iii) us or our affiliates. You must not deviate from these methods, standards and specifications without our prior written consent, or otherwise operate in any manner which reflects adversely on our Marks or the System.

Our confidential operations manual ("Franchise Operations Manual") states our standards, specifications and guidelines for all products and services we require you to obtain in establishing and operating your The Big Biscuit Business and approved vendors for these products and services. We will notify you of new or modified standards, specifications and guidelines through periodic amendments or supplements to the Franchise Operations Manual or through other written communication (including electronic communication such as email or through a system-wide intranet). We may modify our written standards and specifications, and you must comply with any modifications. You will be responsible for ensuring that all foods, beverages and products selected by you continue to conform to our standards and specifications.

You must purchase, install, maintain in sufficient supply and only use fixtures, furnishings, equipment, signs and supplies that conform to the standards and specifications described in the Franchise Operations Manual or otherwise in writing. We will provide you with written standards and specifications for the layout of the premises for your The Big Biscuit Business, your equipment and signs, the décor and trade dress of your The Big Biscuit Business, and certain food and beverage items. We may utilize proprietary food products and recipes and may continue to develop and own proprietary recipes. In order to protect our trade secrets and to monitor the manufacture, packaging, processing and sale of proprietary food products, we or our affiliates may: (i) manufacture, supply and sell proprietary food products to The Big Biscuit franchisees; and/or (ii) disclose the formula for methods and preparation of the proprietary food products to a limited number of suppliers, including one or more of our affiliates, who we authorize to manufacture these proprietary food products to our precise specifications and sell these products to The Big Biscuit franchisees. You must purchase the proprietary products we or our affiliates develop from time to time for proprietary recipes or formulas and purchase them only from us or a third party who we have licensed to prepare and sell the products. All non-proprietary ingredients, beverage products, cooking materials, containers, cartons, bags, menus, napkins, other paper and plastic products, utensils, uniforms and other supplies and materials used in your The Big Biscuit Business must strictly conform to our quality standards and reasonable specifications. Certain products such as plates, cups, boxes and containers bearing the trademarks must be purchased by you from certain suppliers approved by us who are authorized to manufacture these products bearing our trademarks.

You must purchase, install, maintain in sufficient supply and only use fixtures, furnishings, equipment, signs and supplies that conform to the standards and specifications described in the Franchise Operations Manual or otherwise in writing. We will provide you with written standards and specifications for the layout of the premises for your The Big Biscuit Business, your equipment and signs, the décor and trade dress of your The Big Biscuit Business, and certain food and beverage items.

You must purchase or lease certain foods, beverages, equipment, supplies and products required for your The Big Biscuit Business from suppliers approved by us ("Approved Suppliers"). For some items, equipment, ingredients and supplies, there may be only one Approved Supplier from whom you must purchase. Some of these items may be proprietary and must be purchased through the Approved Supplier. We will provide you with a written list of Approved Suppliers and the foods, beverages and products subject to approved supplier requirements and will notify you of any additions to or deletions from that list. We reserve the absolute right to update or otherwise modify this list from time to time, in our sole discretion, upon written notice to you.

We are not currently an approved supplier of any products or services provided to franchisees. None of our affiliates currently sells any products or services directly to franchisees. We and our affiliates reserve the right to become approved suppliers in the future. In the future, you may be required to purchase equipment, ingredients, or other materials from us and/or our affiliates, and we and/or our affiliates may derive profit from the sales of these items to you. In addition, you may be required in the future to purchase other food, ingredients, supplies, merchandise, carpet, leasehold improvements and/or decorations from us or our affiliates. None of our officers own an interest in any supplier. You must use the computer hardware and software, including the point-of-sale system that we periodically designate to operate your The Big Biscuit Business. You must obtain the computer hardware, software licenses, maintenance and support services and other related services that meet our specifications from the suppliers we specify. You may be required to use approved suppliers for certain technology business solutions at your expense that will support your business efficiencies, which may include phone systems, security systems, scheduling software, employee shift/task management software, inventory solutions and any other solutions we may require from time to time in the Franchise Operations Manual.

You must obtain the insurance coverage required under the Franchise Agreement, as follows:

(1) comprehensive general liability providing limits of at least $1,000,000 per occurrence and $2,000,000 aggregate with a retention of no more than $5,000 per occurrence and that includes a duty to defend all insureds, broad form contractual liability coverage; personal and advertising injury coverage; products/completed operation coverage; broad form additional insured coverage, including for contractors; and provides coverage for us whether or not we are alleged or determined to be liable in part for any damages and includes business interruption coverage with limits of at least $100,000 per occurrence or event;
(2) an all-risk property insurance, that provides replacement cost coverage for the restaurant premises, including the building and all fixtures, equipment, supplies, products or other property used in the restaurant, and that includes and does not exclude coverage for flood and/or earthquake and fire coverage, where applicable, for full repair and replacement value;
(3) loss of income insurance, workers compensation insurance in compliance with local laws and regulations;
(4) employment practices liability insurance of at least $1,000,000 and that includes coverage for claims asserted by or in relation to the alleged conduct of full-time employees, part-time employees and independent contractors);
(5) rental value insurance with limits that are in an amount sufficient to cover the rents and other fees due the landlord and/or merchants' association under the lease, if any, during any period of business interruption or inability to operate your The Big Biscuit Business, or any greater amounts of insurance as required by the lease for your The Big Biscuit Business;
(6) employee non-owned automobile insurance with limits of $1,000,000 and a retention of no more than $5,000;
(7) builder's risk insurance during the construction phase;
(8) cyber liability insurance of at least $5,000,000 for liability from data breach, data loss, security breach, payment card information (PCI) loss, and insider threats, as well as liability for third party damages, indemnity payments for PCI-related costs, defense costs, including attorneys' fees, fines and penalties;
(9) crime insurance or fidelity bond providing limits of at least $2,000,000 per incident or occurrence with a deductible of no more than $10,000 and that includes coverage for funds transfer fraud, computer fraud, employee theft, unauthorized use of computer, push payment fraud and identity theft; and
(10) an umbrella policy with limits of at least $5,000,000 total limit liability. This umbrella liability will provide at a minimum those coverages and endorsements required in the underlying policies.

The insurance company must be authorized to do business in the state where your The Big Biscuit Business is located, and must be approved by us. It must also be rated "A" or better by A.M. Best & Company, Inc. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time. Premiums will depend upon the insurance carrier's charges, terms of payment and your loss history. You must obtain our approval of your insurance carriers and provide proof of coverage in the form of a certificate of insurance at the commencement of the Franchise Agreement, at each renewal and as and when we may require. If you do not obtain any insurance as required, we have the right, but not the obligation, to purchase insurance on your behalf and you must reimburse us for our costs related to the purchase of insurance plus a fee (See Item 6). All insurance policies must: (1) name us and our affiliates as additional insureds and contain a waiver of all subrogation rights against us (other than EPLI); (2) provide for 30 days' prior written notice to us of any material modification, cancellation, or expiration of the policy; (3) provide that coverage applies

separately to each insured against whom a claim is brought; (4) contain no provision which limits coverage in the event of a claim by a party who is indemnified under the Franchise Agreement; (5) be primary; and (6) extend to and provide indemnity for all obligations assumed by you under the Franchise Agreement.

We will provide you with a list of our designated and approved suppliers in our Franchise Operations Manual. If you want to use or sell a product or service that we have not yet evaluated, or if you want to purchase or lease a product or service from a supplier or provider that we have not yet approved (for products and services that require supplier approval), you must notify us and submit to us the information, specifications and samples we request. You must do so at your expense. We will also have the right to inspect the supplier's facilities and otherwise evaluate the proposed supplier and its products or services, and you must reimburse us for the expenses we incur to inspect and evaluate the supplier. We will notify you in writing within 60 days after receiving the necessary samples and information whether the supplier's products or services comply with our uniformity requirements, quality standards and specifications, and whether the supplier's business reputation, delivery performance, credit rating and other relevant information are satisfactory. If we do not respond within that time period, the supplier will be deemed disapproved. The criteria for supplier approval are available to franchisees upon request. We reserve the right to approve or disapprove any requested supplier for any reason or no reason in our sole discretion. We reserve the right to charge a fee to evaluate the proposed product, service or supplier. The supplier may also be required to sign a supplier agreement with us. We may periodically re-inspect approved suppliers' facilities and products, and we reserve the right to revoke our approval of any supplier, product or service that does not continue to meet our specifications. We will send written notice of any revocation of an approved supplier, product or service. We do not provide material benefits to you based solely on your use of designated or approved sources.

We estimate that approximately 95% of purchases required to open your The Big Biscuit Business and approximately 70% of the annual ongoing expenditures required to operate your The Big Biscuit Business will be from us or from other approved suppliers or under our specifications. We and our affiliates may receive rebates from some suppliers based on your purchase of products and services and we have no obligation to pass them on to our franchisees or use them in any particular manner. In some cases, prices charged by suppliers to company-owned or affiliate-owned restaurants may be less than prices charged to franchised restaurants based on volume, credits, administrative costs or other factors. If we receive any rebates or other payments from a supplier as a result of your purchases from the supplier, we will have the right to determine how these payments will be used.

We may negotiate purchase arrangements with suppliers and distributors for the benefit of our franchisees, and we currently negotiate pricing for food and beverage with US Foods, Farmer Bros, and Pepsi. We currently do not have any purchasing or distribution cooperatives. During our last fiscal year, neither we nor our affiliates sold any goods or services directly to franchisees.

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 ("FA")/ Area Development Agreement ("ADA")	Disclosure Document Item
a. Site selection and acquisition/lease	FA: Section 7 ADA: Not applicable	Items 7 and 11
b. Pre-opening purchases/leases	FA: Sections 7 and 19 ADA: Not applicable	Items 7, 8 and 11
c. Site development and other pre-opening requirements	FA: Sections 7 and 19 ADA: Section 6, Attachment B	Items 7 and 11
d. Initial and ongoing training	FA: Section 8 ADA: Not applicable	Items 6, 7 and 11
e. Opening	FA: Sections 7 and 12 ADA: Section 6, Attachment B	Items 6, 7, 9 and 11
f. Fees	FA: Sections 5, 6, 7, 8, 10, 12, 13, 14, 16 and 20 ADA: Section 3	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	FA: Sections 9, 12 and 13 ADA: Section 8	Items 8, 11, 12, 14 and Exhibit F
h. Trademarks and proprietary information	FA: Sections 9, 14 and 17 ADA: Not applicable	Items 13 and 14
i. Restrictions on products/services offered	FA: Section 13 ADA: Not applicable	Items 8 and 16
j. Warranty and customer service requirements	FA: Section 13 ADA: Not applicable	Items 1 and 11
k. Territorial development and sales quotas	FA: Section 4 ADA: 6, Attachment A, Attachment B	Items 1, 11 and 12
l. Ongoing product/service purchases	FA: Section 13 ADA: Not applicable	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	FA: Section 13 ADA: Not applicable	Items 7, 8 and 11
n. Insurance	FA: Section 19 ADA: Not applicable	Items 6, 7 and 8
o. Advertising	FA: Section 12 ADA: Not applicable	Items 11, 13 and 14
p. Indemnification	FA: Section 22 ADA: Section 13	Not Applicable
q. Owner's participation/management and staffing	FA: Section 10 ADA: Not applicable	Items 11, 15 and 17
r. Records and reports	FA: Section 20 ADA: Not applicable	Item 11
s. Inspections and audits	FA: Section 21 ADA: Not applicable	Items 6 and 11
t. Transfer	FA: Sections 15 and 16 ADA: Section 9	Item 17
u. Renewal	FA: Section 5 ADA: Not applicable	Item 17
v. Post-termination obligations	FA: Sections 18 and 26 ADA: Sections 8 and 9	Item 17
w. Non-competition covenants	FA: Section 18 ADA: Section 8	Item 17 and Exhibit H
x. Dispute resolution	FA: Section 28 ADA: Section 17	Item 17

ITEM 10
FINANCING

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

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

Except as listed below, BBI is not obligated to provide you with any assistance.

Pre-opening Obligations

Before you open your The Big Biscuit Business, we (or our designee) will provide the following assistance and services to you:

1. Provide an initial training program as described in this Item 11 (See Franchise Agreement - Section 8.1). We will not provide general business or operations training to your employees or independent contractors; however, we may provide limited training on the System and brand standards to your key employees. You will be responsible for hiring, training, directing, scheduling and supervising your employees and independent contractors in the day-to-day operations of the The Big Biscuit Business.

2. Loan you one copy of the Franchise Operations Manual. The Franchise Operations Manual contains approximately 190 pages. The table of contents for the Franchise Operations Manual is attached to this Franchise Disclosure Document as Exhibit F (See Franchise Agreement - Section 9.1).

3. Provide you with advice in identifying a suitable location for your The Big Biscuit Business, if you request assistance (See Franchise Agreement - Section 7.2). We must approve the site before you sign the lease.

In evaluating a proposed premises, we consider such factors as general location and neighborhood, traffic patterns, parking, size, lease terms, income per capita, existence of competitors, and other physical characteristics. Before leasing or purchasing the site for your The Big Biscuit Business, you must submit to us, in the form we specify, a description of the site, with other information and materials we may reasonably require. We will have 30 days after we receive the information and materials to evaluate the proposed site. If we disapprove of the proposed site, you must select another site, subject to our consent. You must purchase or lease the site for your The Big Biscuit Business within 90 days after signing the Franchise Agreement. If you do not locate a site that is acceptable to us within 90 days of signing the Franchise Agreement, we may terminate the Franchise Agreement and the Initial Franchise Fee will be forfeited. We generally do not own the premises for the The Big Biscuit Business and lease it to you.

4. Review your lease agreement for the premises of your The Big Biscuit Business to ensure that its terms contain our required provisions and otherwise meet our minimum standards (See Franchise Agreement - Section 7.3).

5. Once you have an approved premises for your The Big Biscuit Business, we will designate a territory. If you sign an Area Development Agreement, we will designate the Development Territory before you sign the Area Development Agreement.

6. We will provide you with a list of our designated and approved suppliers in our Franchise Operations Manual. You must purchase at your own cost, install, maintain in sufficient supply, and use fixtures, furnishings, equipment, signs, and supplies that conform to the standards and specifications

described in the Franchise Operations Manual or otherwise in writing (See Franchise Agreement – Section 13.3). (Franchise Agreement - Section 7.4).

7. Provide you with materials and consultation in connection with the grand opening marketing for your The Big Biscuit Business (See Franchise Agreement - Section 12.5).

We do not provide the above services to renewal franchisees and may not provide all of the above services to franchisees that purchase existing The Big Biscuit Businesses.

Schedule for Opening

The typical length of time between signing the Franchise Agreement or the payment of any fees and the opening of your The Big Biscuit Business is nine months. Some factors which may affect this timing are your ability to acquire a location through lease or purchase negotiations; your ability to secure any necessary financing; your ability to comply with local zoning and other ordinances; your ability to obtain any necessary permits and certifications; the timing of the delivery of equipment, tools and inventory; and the time to convert, renovate or build out the premises for your The Big Biscuit Business.

You must complete Initial Training and be ready to open your The Big Biscuit Business within nine months after signing the Franchise Agreement, unless we agree in writing to a later date. If you are diligently and continuously pursuing site selection, permitting, financing, construction, staffing, or other pre-opening requirements, we may, in our discretion, grant you a written extension of the opening deadline. If you fail to open your The Big Biscuit Business by the required opening date stated in the Franchise Agreement, as such date may be extended by us in writing, we may terminate the Franchise Agreement.

If you are an Area Developer, you must sign the Initial Franchise Agreement at the same time you sign the Area Development Agreement. The typical length of time between the signing of the Franchise Agreement and the opening of your first The Big Biscuit Business under an Area Development Agreement is the same as for a single The Big Biscuit Business. Each additional The Big Biscuit Business you develop must be opened according to the terms of your Development Schedule. The site selection and approval process for each The Big Biscuit Business under an Area Development Agreement is the same as that for a single The Big Biscuit Business and will be governed by the Franchise Agreement signed for that location.

Continuing Obligations

During the operation of your The Big Biscuit Business, we (or our designee) will provide the following assistance and services to you:

1. Inform you of mandatory standards, specifications and procedures for the operation of your The Big Biscuit Business (See Franchise Agreement - Sections 4, 7, 12, 13 and 17).

2. Upon reasonable request, provide advice regarding your The Big Biscuit Business's operation based on reports or inspections. Advice will be given during our regular business hours and through written materials, electronic media, telephone or other methods in our discretion (See Franchise Agreement - Section 9.2).

3. Provide additional training to you for newly hired personnel on the The Big Biscuit brand and System guidelines, refresher training courses and additional training or assistance that, in our discretion, you need or request. You may be required to pay additional fees for this training or assistance (See Franchise Agreement - Section 8).

4. Allow you to continue to use confidential materials, including the Franchise Operations Manual and the Marks (See Franchise Agreement - Sections 9.1, 12, 14 and 17).

5. We will provide you with a list of our designated and approved suppliers in our Franchise Operations Manual. You must purchase at your own cost, install, maintain in sufficient supply, and use fixtures, furnishings, equipment, signs, and supplies that conform to the standards and specifications described in the Franchise Operations Manual or otherwise in writing (See Franchise Agreement – Section 13.3).

Optional Assistance

During the term of the Franchise Agreement, we (or our designee) may, but are not required to, provide the following assistance and services to you:

1. Modify, update or change the System, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new menu items, new equipment or new techniques.

2. We may make periodic visits to your The Big Biscuit Business, in our discretion, to observe operations, evaluate compliance with System standards, and provide general operational guidance. We may also prepare written reports identifying suggested changes, improvements, or operational issues.

3. Maintain and administer a Brand Fund. We may dissolve the Brand Fund upon written notice (See Franchise Agreement - Section 11).

4. Hold periodic national or regional conferences to discuss business and operational issues affecting The Big Biscuit franchisees.

5. Reserve the right to establish minimum and maximum resale prices for use with multi-area marketing programs and special price promotions as allowed by law.

6. If requested, provide additional onsite assistance, we may send a consultant to your The Big Biscuit Business to provide training, assistance, and advice on operational issues. If we do, you must reimburse us for the consultant's travel expenses and pay our then-current per diem training fee for that assistance.

Advertising

Brand Fund

The Brand Fund is for marketing, developing, and promoting the System, the Marks and The Big Biscuit Franchises. You must pay 1% of Gross Sales to the Brand Fund ("Brand Fund Contribution"). We reserve the right to increase the Brand Fund Contribution to 3% upon 30 days' written notice. Your Brand Fund Contribution will be in addition to all other advertising requirements set out in this Item 11. Each franchisee will be required to contribute to the Brand Fund, but certain franchisees may contribute on a different basis depending on when they signed their Franchise Agreement. Each The Big Biscuit Business we own will contribute to the Brand Fund on the same pro rata basis as franchised The Big Biscuit Businesses. The Brand Fund will be administered by us, or our affiliate or designees, at our discretion, and we may use a professional advertising agency or media buyer to assist us.

We have complete discretion on how the Brand Fund will be utilized. We may use the Brand Fund for local, regional or national marketing, or any expenditure that we, in our sole discretion, deem necessary or appropriate to promote or improve the System or the The Big Biscuit brand. For example, we may use the Brand Fund for: (i) developing, maintaining, administering, directing, preparing or reviewing advertising and marketing materials, promotions and programs, including social media management; (ii) public awareness of any of the Marks; (iii) public and consumer relations and publicity; (iv) brand development; (v) research and development of technology, products and services; (vi) website development (including social media) and search engine optimization; (vii) development and implementation of quality control programs; (viii) conducting market research; (ix) changes and improvements to the System; (x) the fees and expenses of any advertising agency we engage to assist in producing or conducting advertising or marketing efforts; (xi) collecting and accounting for Brand Fund Contributions; (xii) preparing and distributing financial accountings of the Brand Fund; (xiii) conducting quality assurance programs and other reputation management functions; and (xiv) our and our affiliates' expenses associated with direct or indirect labor, administrative, overhead, or other expenses incurred in relation to any of these activities.

We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. We do not guarantee that advertising expenditures from the Brand Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We will not use the Brand Fund Contributions for advertising that is principally a solicitation for the sale of Franchises, but we reserve the right to include a notation in any advertisement or website indicating "Franchises Available" or similar phrasing.

We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the Brand Fund or to maintain, direct or administer the Brand Fund. Any unused funds that were collected in any calendar year will be applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the Brand Fund on any terms we deem reasonable.

The Brand Fund is not audited. We may keep the Brand Fund in a separate operating, commercial, or savings account, or we may keep it in our general operating account. Upon your written request, we will make available an annual accounting for the Brand Fund that shows how the Brand Fund proceeds have been spent for the previous year. The Brand Fund was spent as follows: 42.05% on advertising, 35.10% on staff cost (incl benefits & tax), 14.53% on office expenses, 0.20% on depreciation, 4.56% on consulting & professional fees, and 3.55% on travel, meals & entertainment.

Local Advertising

We do not currently require you to conduct local advertising. However, upon at least 60 days' prior written notice, we may require you to spend 2% of your Gross Sales per month on approved local advertising and marketing (the "Local Marketing Expenditure"). For compliance purposes, your Local Marketing Expenditure will be measured as an average over a rolling 3-month period. If we impose this requirement and you do not spend the full required amount, you must pay the shortfall into the Brand Fund. If you advertise or market online, you must comply with our online policy in the Franchise Operations Manual, which we may revise from time to time as technology, Internet use, and our System standards evolve. You are not currently granted any right to use the Internet as a sales or distribution channel or to independently advertise, market, or conduct e-commerce online for your The Big Biscuit Business, except as we may expressly allow under that policy. We may also restrict your use of social media and your use of any domain name, address, locator, link, metatag, or search technique using words or symbols similar to the Marks. If we permit a franchisee website, we intend that it will be accessed only through our home page.

We may require you to purchase sales and marketing material from us or our designated suppliers. It is a material breach of the Franchise Agreement to use other marketing materials without obtaining our

prior written approval. If you desire to use your own advertising materials, including any online advertising, you must obtain our prior approval, which may be granted or denied in our sole discretion. We will review your request and we will respond in writing within 15 days from the date we receive all requested information. Our failure to notify you in the specified time frame will be deemed a disapproval of your request. Use of our logos, Marks and other name identification materials must follow our approved standards. You may not use our logos, Marks and other name identification materials on items to be sold or services to be provided without our prior written approval. If you use unauthorized advertising materials, you must pay a fee of $500 per occurrence to the Brand Fund.

You agree, at your sole cost and expense, to issue and offer such rebates, giveaways and other promotions in accordance with advertising programs established by us, and further agree to honor the rebates, giveaways and other promotions issued by other The Big Biscuit franchisees under any such program, so long as such compliance does not contravene any applicable law, rule or regulation. You will not create or issue any gift cards or certificates and will only sell gift cards/certificates authorized by us and which are accepted at your The Big Biscuit Businesses, and you will not issue coupons or discounts of any type except as approved by us. You will be required to participate in any gift card/certificate and loyalty programs that we establish follow our policies and procedures for these programs as detailed in our Franchise Operations Manual.

We do not currently have any advertising cooperatives. However, we reserve the right to create local or regional advertising cooperatives in the future. If established, you shall be required to participate in such advertising cooperative that we may require for the purpose of creating and/or purchasing advertising programs for the benefit of all franchisees operating within a particular region. Members of the cooperative will be responsible for administering the cooperative, including determining the amount of contributions from each member. We may require that each cooperative operate with governing documents and prepare annual unaudited financial statements. We have the right to form, change, dissolve or merge any advertising cooperative. Your participation in any cooperative must be in compliance with the provisions of the Brand Standards Manual, which we may periodically modify at our discretion. We have the right to determine the composition of all geographic territories and market areas for each advertising cooperative. Franchisees in each cooperative will contribute an amount to the cooperative for each The Big Biscuit Business that the franchisee owns that exists within any cooperative's geographic area. Each The Big Biscuit business we own that exists within the cooperative's area will contribute to the cooperative on the same basis as franchisees.

Grand Opening Program

You will spend a minimum of $2,500 on approved grand opening marketing, advertising and promotion for your The Big Biscuit Business during the period beginning 30 days before and ending 90 days after the opening of your The Big Biscuit Business. All expenditures for grand opening marketing, advertising and promotion will be in addition to your other marketing, advertising and promotion obligations under the Franchise Agreement.

System Website

We have established a website for The Big Biscuit Businesses ("System Website"). We intend that any franchisee website will be accessed only through our System Website. We have the right to use the Brand Fund's assets to develop, maintain and update the System Website. We may update and modify the System Website from time to time. You must promptly notify us whenever any information on your listing changes or is not accurate. We have final approval rights of all information on the System Website. We may modify, update or add to the System Website at any time. We are only required to reference your The

Big Biscuit Business on the System Website while you are in full compliance with your Franchise Agreement and all System standards.

Advisory Council

We currently do not have, but may form, an advisory council ("Council") to advise us on advertising policies. The Council would be governed by bylaws. Members of the Council would consist of both franchisees and corporate representatives. Members of the Council would be selected by way of a voting method specified in the Council's bylaws. The Council would serve in an advisory capacity only. We will have the power to form, change or dissolve the Council, in our sole discretion.

Computer System

You must purchase or lease and maintain a computer system (the "Computer System") for your The Big Biscuit Business, including an electronic cash register, the point-of-sale system ("POS System") we specify in the Franchise Operations Manual, the related computer hardware, peripherals, required reporting software, and other software packages we prescribe, as well as our online ordering service and, if we require it, our mobile ordering service. The Computer System must meet our then-current standards and specifications and must be obtained from us or our designated suppliers. We estimate the cost of purchasing the Computer System will be between $4,231 to $4,658. The principal function of the Computer System is to capture, track, and organize guest orders and financial information, including sales, taxes, inventory, and transactions. All items sold must be entered into the POS System, and you must record all Gross Sales on the Computer System. You must store and report the data and information we designate in the manner we specify. You must also maintain a high-speed Internet connection at the premises of the The Big Biscuit Business. You must accept all payment methods that we require. You must also participate in any gift card and loyalty programs and accept those as payment.

We are not required to provide you with any ongoing maintenance, repairs, upgrades, updates, or support for the Computer System. You must arrange for installation, maintenance, and support of the Computer System at your cost. There are no limitations in the Franchise Agreement regarding the costs of required support, maintenance, repairs, or upgrades relating to the Computer System. The cost of maintaining, updating, or upgrading the Computer System or its components will depend on your repair history, costs of computer maintenance services in your area, and technological advances. We estimate the annual cost will be approximately $9,500, but this could vary. We may revise our specifications for the Computer System periodically.

You must pay our then-current technology business solutions fees to approved suppliers for certain business solutions that support your business efficiencies, which may include phone systems, security systems, scheduling software, employee shift/task management software, music subscriptions, inventory solutions, and other solutions we may require from time to time in the Franchise Operations Manual for your The Big Biscuit Business. We reserve the right to upgrade, modify, and add new systems and software, which may result in additional initial and ongoing expenses that you will be responsible for. You will also be responsible for any increase in fees resulting from upgrades, modifications, additional systems or software, or third-party provider price increases.

You must maintain the communication systems, email addresses, accounts, credentials, and other technology-related arrangements that we require from time to time under the Franchise Operations Manual or otherwise in writing, and you must promptly provide us with updated information for them upon request. You must also comply with the data collection, reporting, access, storage, security, and technology requirements set out in the Franchise Operations Manual. We and our designees may access, retrieve, collect, use, analyze, and share electronic information and data relating to your The Big Biscuit Business,

including through remote access to your Computer System or other required systems, at your The Big Biscuit Business or from other locations, and there is no contractual limitation on that right. All such information and data that you provide to us, that we obtain from your systems, or that we otherwise collect in connection with your The Big Biscuit Business will be owned exclusively by us, and we may use it for any lawful purpose, including system administration, reporting, intranet posting, promotion of the System, and franchise sales, without compensating you.

You must keep the Computer System in good repair and condition at your expense and make any additions, upgrades, changes, modifications, substitutions, and replacements we require. You must also maintain a Payment Card Industry ("PCI") compliant security service subscription, and we may designate or approve the PCI-compliant vendor you use. Upon expiration or termination of the Franchise Agreement, you must return any software, discs, drives, or other storage media we provide to you, except for ordinary wear and tear.

Training

Initial Training

You, your Responsible Owner (defined in Item 15), or another representative we approve, and any Operating Manager (defined in Item 15) we require, must complete initial training to our satisfaction before you open your The Big Biscuit Business, and one of the first three attendees must be the Responsible Owner or representative that we require must complete the initial training to our reasonable satisfaction, as determined by the specific program instructors, before you open your The Big Biscuit Business. We provide initial training at no cost for up to three people so long as everyone attends the initial training at the same time. You must begin initial training sufficiently in advance of opening and complete it to our satisfaction before you open your The Big Biscuit Business. Initial training is generally scheduled so that it is completed within 30 days before your scheduled opening date. You must pay a $5,000 fee for training each additional person. Initial training classes are held whenever necessary to train new franchisees. You will not receive any compensation or reimbursement for services or expenses for participation in the initial training program. You are responsible for all your expenses to attend any training program, including lodging, transportation, food and similar expenses. We plan to provide the training listed in the table below.

TRAINING PROGRAM FOR FRANCHISEES

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Ownership and Confidentiality	1	0	Our Corporate Office or Our Corporate-Owned Restaurants
History and Culture	1.5	15	Our Corporate Office or Our Corporate-Owned Restaurants
General Operating Procedures	8	25	Our Corporate Office or Our Corporate-Owned Restaurants
Accounting and Finance	5	8	Our Corporate Office or Our Corporate-Owned Restaurants
Marketing	1.5	10	Our Corporate Office or Our Corporate-Owned Restaurants

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Technology	12	36	Our Corporate Office or Our Corporate-Owned Restaurants
Safety/Security	4	16	Our Corporate Office or Our Corporate-Owned Restaurants
Team Member Training	20	26	Our Corporate Office or Our Corporate-Owned Restaurants
Positional Training	7	340	Our Corporate Office or Our Corporate-Owned Restaurants
Manager Position	20	160	Our Corporate Office or Our Corporate-Owned Restaurants
TOTAL	80	636	

TRAINING PROGRAM FOR MANAGERS

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
History and Culture	0	15	Our Corporate Office or Our Corporate-Owned Restaurants
General Operating Procedures	0	25	Our Corporate Office or Our Corporate-Owned Restaurants
Accounting And Finance	0	8	Our Corporate Office or Our Corporate-Owned Restaurants
Marketing	0	10	Our Corporate Office or Our Corporate-Owned Restaurants
Technology	0	36	Our Corporate Office or Our Corporate-Owned Restaurants
Safety/Security	0	16	Our Corporate Office or Our Corporate-Owned Restaurants
Team Member Training	0	26	Our Corporate Office or Our Corporate-Owned Restaurants
Positional Training	0	340	Our Corporate Office or Our Corporate-Owned Restaurants
Manager Position	0	160	Our Corporate Office or Our Corporate-Owned Restaurants
TOTAL	0	636	

Notes:

1. We reserve the right to vary the length and content of the initial training program based upon the experience and skill level of the individual attending the initial training program. We will use the Franchise Operations Manual as the primary instruction materials during the initial training program.

2. Scott Jayne currently oversees our training program. Mr. Jayne has over 13 years of experience in restaurant operations with The Big Biscuit system, including service as General Manager, Multi-Unit Manager, Franchise Operations Manager, and Vice President of Operations. We reserve the right to appoint and substitute other individuals to assist in providing training, but all of our training personnel will have at least one year of experience in the subject matters that they teach.

Ongoing Training

From time to time, we may require you, your Responsible Owner, your Operating Manager, and other employees to attend refresher, remedial, advanced, or other additional training programs that we designate, and we may also offer optional training programs. If you appoint a new Responsible Owner, transfer ownership, or hire a new Operating Manager, that person must complete our initial training program to our satisfaction before assuming responsibility for managing your The Big Biscuit Business. If you request additional initial training for more than three attendees, you must pay our then-current fee, currently $5,000 per additional person, plus costs and expenses. If we provide additional onsite training, assistance, or remedial support at your The Big Biscuit Business, you must pay our then-current onsite training or assistance fee, currently $400 per instructor per day, plus expenses. In all cases, you are responsible for the airfare, meals, transportation, lodging, wages, and incidental expenses of your attendees, and if training or assistance is provided at your The Big Biscuit Business, you must also reimburse us for the travel and other expenses we or our representatives incur. In addition to participating in ongoing training, your Responsible Owner or Operating Manager must attend any national or regional meeting or conference that we require. You are responsible for the conference fee and all travel and related expenses for your attendees.

ITEM 12
TERRITORY

Franchise Agreement

You may operate your The Big Biscuit Business only at the approved location. The approved location for your The Big Biscuit Business will be listed in the Franchise Agreement. If you have not identified an approved location for your The Big Biscuit Business when you sign the Franchise Agreement, as is typically the case, you and we will agree on the approved location in writing and amend the Franchise Agreement after you select and we approve the approved location. You are not guaranteed any specific approved location, and you may not be able to obtain your top choice as your approved location. You may not conduct your The Big Biscuit Business from any other location.

We will grant you a protected "Territory." The Territory is determined based on the geographic area and populations properties within that area and other relevant demographic characteristics and will typically be a two-mile radius around your The Big Biscuit Business. We will not grant you this right if your The Big Biscuit Business is located in a metropolitan area (areas in which the population during any 24-hour period exceeds 50,000 persons per square mile). In addition, we may not grant you this right if your The Big Biscuit Business will be located in a non-traditional location. A "non-traditional location" means a location other than a standard brick and mortar retail location that is within another primary business or in conjunction with other businesses or at institutional settings, including toll roads, train

stations, amusement parks, and all properties controlled by the amusement park, shopping malls, travel stations, hotels and motels, ships, ports, piers, casinos, stadiums, airports, theatres, big box retailers, building supply stores, warehouse club stores, colleges and universities, schools, hospitals, or military and other governmental facilities You are not prohibited from directly marketing to or soliciting customers whose principal residence is outside of your Territory. If you renew your Franchise, your Territory may be modified depending on the then-current demographics of the Territory, and on our then-current standards for territories.

You must follow our off-premise delivery and catering policies (our "Off-Premises Policies") and procedures as outlined in our Franchise Operations Manual or other written material. Our Off-Premises Policies may allow you and other franchisees to provide delivery services to customers in the territories of other The Big Biscuit Businesses without compensating the operator of those restaurants. You are required to use the third-party delivery service(s) that we approve, including Uber Eats, Grubhub, and Door Dash, and you may not contract with any other delivery company or platform without our prior written approval. Our catering portion of the Off-Premises Policies may permit you to provide catering services that customers may pick up from your The Big Biscuit Business or have delivered to the customer's event. You must follow Off-Premises Policies when advertising and promote your catering services. We reserve the right to establish a non-exclusive ordering system such as call-ahead, Internet-order, mobile app or similar program in which case you agree to participate and pay all fees and charges we, our affiliate, or our designated supplier incurs for your participation. We may impose restrictions in the future, in our sole discretion, that prevent you from providing off-premises services outside of your Territory. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

We retain all territory rights (for ourselves and our affiliates) not expressly granted to you. We may use the Marks or the System to sell any products or services similar to those which you will sell through any alternate channels of distribution or non-traditional locations within or outside of the Territory. We and our affiliates have the right to operate, and to license others to operate, The Big Biscuit Businesses at any location outside the Territory, even if doing so will or might affect your operation of your The Big Biscuit Business. You are not currently granted any right to use the Internet as a sales or distribution channel or to independently advertise, market, or conduct e-commerce online for your The Big Biscuit Business, except as we may expressly allow under our online policy in the Franchise Operations Manual, which we may revise from time to time as technology, Internet use, and our System standards evolve.

We may use trademarks other than the Marks to sell any products or services similar to those which you will sell within or outside of the Territory. We may purchase, be purchased by, merge or otherwise acquire competitive businesses within and outside the Territory. If such a situation occurs, the newly acquired businesses may not operate under the Marks in the Territory but may operate under the System. We may implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We have the right to issue mandatory policies to coordinate such multi-area marketing programs. Although we reserve the rights described, neither we nor any affiliate, operates, franchises or has plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those offered by you or our other Franchises.

We are not required to pay you if we exercise any of our rights within your Territory. The continuation of the Territory is not dependent upon your achievement of a certain sales volume, market penetration or other contingency (other than complying with the terms of the Franchise Agreement). We will not be required to pay any compensation for soliciting or accepting orders inside your Territory.

You may not relocate your The Big Biscuit Business without our prior written approval. We may approve a request to relocate your The Big Biscuit Business in accordance with the provisions of the

Franchise Agreement that provide for the relocation of your The Big Biscuit Business, and our then-current site selection policies and procedures.

You do not receive the right to acquire additional The Big Biscuit Franchises unless you purchase the right in your Area Development Agreement. You are not given a right of first refusal on the sale of existing The Big Biscuit Franchises.

If you wish to purchase an additional The Big Biscuit Franchise, you must apply to us, and we may, at our discretion, offer an additional The Big Biscuit Franchise to you. We consider a variety of factors when determining whether to grant additional The Big Biscuit Franchises. Among the factors we consider, in addition to the then-current requirements for new The Big Biscuit franchisees, are whether or not the franchisee is in compliance with the requirements under their current Franchise Agreement.

Area Development Agreement

You are assigned a Development Territory in the Area Development Agreement. You must develop a designated number of The Big Biscuit Franchises in the Development Territory. The size of the Development Territory will depend on the number of The Big Biscuit Businesses to be developed, the demographics of the territory, the population and other factors. The size of the Development Territory may be a single or multi-city area, single county area or some other area, and will be described in Attachment A of your Area Development Agreement. We will determine the Development Territory before you sign the Area Development Agreement based on various market and economic factors. In certain densely populated metropolitan areas, a Development Territory may be small if it has a high population density, while Development Territories in less densely populated urban areas may have significantly larger areas.

The Development Territory will be an exclusive territory for the development of The Big Biscuit Franchises during the term of the Area Development Agreement so long as you are in compliance with the Area Development Agreement. This exclusivity grants you the exclusive rights to open a certain number of Franchises in the Development Territory. The rights granted under the Area Development Agreement relate only to the development of the The Big Biscuit Franchises identified in the Area Development Agreement. So long as you are in compliance with the Area Development Agreement, we will not establish or franchise others to establish another The Big Biscuit Business within your Development Territory during the term of the Area Development Agreement.

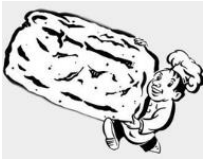
We may conduct any other type of activities within your Development Territory that we are permitted to conduct under the Franchise Agreement. The Development Territory will terminate upon the earlier of completion of the Development Schedule or the termination of the Area Development Agreement. After the termination or expiration of the Area Development Agreement, the only territorial protections that you will receive upon termination will be those under each individual franchise agreement.

Upon your first failure to adhere to the Development Schedule, you will lose the exclusivity granted for the Development Territory. Any second or additional failures to adhere to the Development Schedule will constitute a material event of default under the Area Development Agreement and we may: (i) terminate the Area Development Agreement; (ii) reduce the area of the Development Territory; (iii) permit you to extend the Development Schedule; or (iv) pursue any other remedy we may have at law or in equity, including, but not limited to, a suit for non-performance. The Territory does not depend on your achievement of a minimum sales volume or other contingency. You do not receive the right to acquire additional Franchises unless you purchase the right in your Area Development Agreement. Except as noted above, we do not grant you any options or rights of first refusal under the Franchise Agreement.

ITEM 13
TRADEMARKS

The Marks and the System are owned by TBBC, and are licensed exclusively to us. TBBC has granted us an exclusive license ("Trademark License") to use the Marks to franchise the System around the world. The Trademark License is for 10 years and began on January 1, 2026 that amended and restated the Intercompany Trademark License Agreement that began on April 30, 2019. It will automatically renew for subsequent 10-year periods so long as we are not in default or do not materially breach the Trademark License by engaging in any activity which damages the Marks or the goodwill of the System. If the Trademark License is terminated, TBBC has agreed to license the Marks directly to our franchisees until each franchise agreement expires or is otherwise terminated. Except for the Trademark License, no agreement significantly limits our right to use or license the Marks in any manner material to the The Big Biscuit Franchise.

TBBC has registrations with the United States Patent and Trademark Office ("USPTO") for the following Marks:

Trademark	Registration Number	Date of Registration	Status
THE BIG BISCUIT	4,143,614	May 15, 2012	Registered on the Principal Register
	7,115,230	October 04, 2022	Registered on the Principal Register
MIND YOUR BISCUITS AND LIFE WILL BE GRAVY	7,775,462	April 29, 2025	Registered on the Principal Register
DON'T MESS WITH BREAKFAST	7,572,949	November 19, 2024	Registered on the Principal Register
	7,115,229	July 18, 2023	Registered on the Principal Register
	7,086,984	June 20, 2023	Registered on the Principal Register
BISCUITS ARE GOOD BIG BISCUITS ARE BETTER	4,143,615	May 15, 2012	Registered on the Principal Register

Trademark	Registration Number	Date of Registration	Status
	4,329,262	April 30, 2013	Registered on the Principal Register

TBBC has also applied to register the following trademark with the USPTO:

Mark	Serial No.	Filing Date	Status
SCRAM-BOWLS	99,453,593	October 21, 2025	Pending on the Principal Register

TBBC does not have a federal registration for our principal trademark listed above. Therefore, our trademark does not have as 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.

There are no effective adverse material determinations of the USPTO, the Trademark Trial and Appeal Board or the trademark administrator of any state, or any court, and no pending infringement, opposition or cancellation proceedings or material litigation involving the Marks. All required affidavits and renewals have been filed.

We do not know of any superior prior rights or infringing uses that could materially affect your use of the trademarks. You must follow our rules when using the Marks. You cannot use our name or Mark as part of a corporate name or with modifying words, designs or symbols unless you receive our prior written consent. You must indicate to the public in any contract, advertisement and with a conspicuous sign in the premises of your The Big Biscuit Business that you are an independently owned and operated licensed franchisee of The Big Biscuit. You may not use the Marks in the sale of unauthorized products or services or in any manner we do not authorize. You may not use the Marks in any advertising for the transfer, sale or other disposition of the The Big Biscuit Franchise, or any interest in the The Big Biscuit Franchise. All rights and goodwill from the use of the Marks accrue to us.

We will defend you against any claim brought against you by a third party that your use of the Marks, in accordance with the Franchise Agreement, infringes upon that party's intellectual property rights. We may require your assistance, but we will exclusively control any proceeding or litigation relating to our Marks. We have no obligation to pursue any infringing users of our Marks. In the event that we identify an infringing user, we will take the appropriate action. However, we reserve the right to refrain from taking action if we determine that it is not warranted. You must notify us within three business days if you learn that any party is using the Marks or a trademark that is confusingly similar to the Marks. We have the sole discretion to take such action as we deem appropriate to exclusively control any litigation or administrative proceeding involving a trademark licensed by us to you.

If it becomes advisable at any time, in our sole discretion, for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within 30 days after receiving notice. We will not reimburse you for your direct

expenses of changing signage, for any loss of revenue or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

You must not directly or indirectly contest our right to the Marks. We may acquire, develop and use additional marks not listed here, and may make those marks available for your use and for use by other franchisees.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

The information in the Franchise Operations Manual is proprietary and is protected by copyright and other laws. The designs contained in the Marks, the layout of our advertising materials, and any other writings and recordings in print or electronic form are also protected by copyright and other laws. Although we have not applied for copyright registration for the Franchise Operations Manual, our advertising materials, or any other writings and recordings, we claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information ("Copyrighted Works") for the operation of your The Big Biscuit Franchise, but such copyrights remain our sole property.

There are no effective determinations of the United States Copyright Office or any court regarding any Copyrighted Works of ours, nor are there any proceedings pending, nor are there any effective agreements between us and third parties pertaining to the Copyrighted Works that will or may significantly limit using our Copyrighted Works.

Our Franchise Operations Manual, electronic information and communications, sales and promotional materials, the development and use of our System, standards, specifications, policies, procedures, information, concepts and systems on, knowledge of, and experience in the development, operation and franchising of The Big Biscuit Franchises, our training materials and techniques, information concerning product and service sales, operating results, financial performance and other financial data of The Big Biscuit Franchises and other related materials are proprietary and confidential ("Confidential Information") and are our property to be used by you only as described in the Franchise Agreement and the Franchise Operations Manual. Where appropriate, certain information has also been identified as trade secrets ("Trade Secrets"). You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Trade Secrets and Confidential Information.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for you to develop your The Big Biscuit Franchise during training and in guidance and assistance furnished to you under the Franchise Agreement, and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Franchise Agreement. The Confidential Information and Trade Secrets are valuable assets of ours and are disclosed to you on the condition that you, and your owners if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement we can enforce. Nothing in the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the operation of other The Big Biscuit Franchises during the term of the Franchise Agreement.

You must notify us within three business days after you learn about another's use of language, a visual image or a recording of any kind that you perceive to be identical or substantially similar to one of our Copyrighted Works or use of our Confidential Information or Trade Secrets, or if someone challenges your use of our Copyrighted Works, Confidential Information or Trade Secrets. We will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyrighted Works, Confidential Information or Trade Secrets, which may include payment of reasonable

costs associated with the action. However, the Franchise Agreement does not require us to take affirmative action in response to any apparent infringement of, or challenge to, your use of any Copyrighted Works, Confidential Information or Trade Secrets or claim by any person of any rights in any Copyrighted Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to our Copyrighted Works, Confidential Information or Trade Secrets. You may not communicate with anyone except us, our counsel or our designees regarding any infringement, challenge or claim. We will take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control, exclusively, any litigation or other proceeding arising out of any infringement, challenge or claim under any Copyrighted Works, Confidential Information or Trade Secrets. You must sign any and all instruments and documents, give the assistance and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding, or to protect and maintain our interests in the Copyrighted Works, Confidential Information or Trade Secrets. No patents or patents pending are material to us at this time.

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

You must appoint an individual who will be principally responsible for communicating with us about your The Big Biscuit Business ("Responsible Owner"). The Responsible Owner must have the authority and responsibility for the day-to-day management and operation of your The Big Biscuit Business and must be available to be contacted by us at all reasonable times. If you are an individual, you may serve as the Responsible Owner. If you are a legal entity, you must appoint a Responsible Owner. We require that you either directly operate your The Big Biscuit Business or designate a manager ("Operating Manager") who has been approved by us. Your Responsible Owner and your Operating Manager, if any, must successfully complete our training program (See Item 11). We do not require that the Operating Manager have an ownership interest in the legal entity of the Franchise owner. The Responsible Owner or Operating Manager must devote full time and best efforts to develop and expand the market for the products and services offered by your The Big Biscuit Business and to cooperate with us in accomplishing the purposes of the Franchise Agreement, and may not engage in any other business or activity that conflicts with these obligations. You must operate your The Big Biscuit Business in accordance with our System standards of service, advertising, promotion, and management, and in compliance with our business policies, practices, and procedures, including required hours of operation, as set out in the Franchise Operations Manual or otherwise in writing from time to time. If you replace your Responsible Owner or Operating Manager, the new Responsible Owner or Operating Manager must be acceptable to us, have prior experience performing the requirements of that position, and satisfactorily complete our training program at your own expense.

You must hire and maintain an adequate number and level of management and other personnel required for the conduct of your The Big Biscuit Business, and you are responsible for ensuring that your employees are properly trained to perform their duties. We are not the employer of any employees you hire, and you must inform your employees that you, and not we, are their employer. If you are a legal entity, each owner (i.e., each person holding an ownership interest in you) must sign a Franchise Owner Agreement, which is attached to the Franchise Agreement as Attachment C. We also require that the spouses of the Franchise owners sign the Franchise Owner Agreement. Any Operating Manager and officer of your legal entity must sign the "System Protection Agreement," the form of which is attached to this Franchise Disclosure Document in Exhibit H (unless they already signed a Franchise Owner Agreement). All of your employees, independent contractors, agents or representatives that may have access to our confidential information must sign a confidentiality agreement (unless they already signed a System Protection Agreement), the current form of which is attached to this Franchise Disclosure Document in Exhibit H.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale only those products and services authorized by us, and which meet our standards and specifications. Authorized products and services may differ among our franchisees and may vary depending on the operating season and geographic location of your The Big Biscuit Business or other factors. You must follow our policies, procedures, methods and techniques. You must sell or offer for sale all types of products and services specified by us. We may change or add to our required products and services, at our discretion, with prior notice to you. If we change or add to our required products and services, the changes or additions will remain in permanent effect, unless we specify otherwise. The amount you must pay for the changes or additions will depend upon the nature and type of changes or additions. There are no limitations on our rights to make changes to the required products and services offered by you. You must discontinue selling and offering for sale any products and services that we disapprove. We reserve the right to establish minimum and maximum prices for use with multi-area marketing programs and special price promotions.

You may not establish an account or participate in any social networking sites, crowdfunding campaigns or blogs or mention or discuss the The Big Biscuit Franchise, us or any of our affiliates without our prior written consent and as subject to our online policy. Our online policy may completely prohibit you from any use of the Marks in social networking sites or other online use. You may not sell products or services through other channels of distribution such as wholesale, Internet or mail order sales. Otherwise, we place no restrictions upon your ability to serve customers, provided you do so from the location of your The Big Biscuit Business in accordance with our policies.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 5.1	Ten years.
b. Renewal or extension	Section 5.1	If you are in good standing and you meet other requirements, you may add one successor terms of ten years.

Provision	Section in Franchise Agreement	Summary
c. Requirements for franchisee to renew or extend	Section 5.2	The term "renewal" refers to extending our franchise relationship at the end of your initial term and any other renewal or extension of the initial term. Your successor franchise rights permit you to remain as a Franchise after the initial term of your Franchise Agreement expires if you are in good standing and you meet other requirements. You must sign our then-current Franchise Agreement and ancillary documents for the successor term, and this new franchise agreement may have materially different terms and conditions (including, e.g., higher royalty and advertising contributions) from the Franchise Agreement that covered your original term.
d. Termination by franchisee	Section 23	You may terminate the Franchise Agreement if you are in compliance with it, and we are in material breach, and we fail to cure that breach within 60 days of receiving written notice.
e. Termination by franchisor without cause	Not Applicable	Not Applicable.
f. Termination by franchisor with cause	Section 24.2	We can terminate upon certain violations of the Franchise Agreement by you.
g. "Cause" defined - curable defaults	Section 24.3	You have 30 days to cure defaults listed in Section 24.3.
h. "Cause" defined - non-curable defaults	Section 24.2	Non-curable defaults: the defaults listed in Section 24.2 of the Franchise Agreement.
i. Franchisee's obligations on termination/non-renewal	Sections 5.3, 18.3, 25 and 26	Obligations include complete de-identification, payment of amounts due and return of confidential Franchise Operations Manual, all Confidential Information, Trade Secrets and records.
j. Assignment of contract by franchisor	Section 15	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	Section 16.1	Includes any voluntary, involuntary, direct or indirect assignment, sale, gift, exchange, grant of a security interest or change of ownership in the Franchise Agreement, the Franchise or interest in the Franchise.
l. Franchisor approval of transfer by franchisee	Section 16.1	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	Section 16.3	If you are in good standing and meet other requirements listed in Section 16.3, we may approve your transfer to a new owner.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 16.2	We have 30 days to match any offer for your business.

Provision	Section in Franchise Agreement	Summary
o. Franchisor's option to purchase franchisee's business	Section 27	We may, but are not required to, purchase your Franchise, inventory or equipment at fair market value if your Franchise is terminated for any reason.
p. Death or disability of franchisee	Section 16.5	The franchise agreement must be transferred or assigned to a qualified party within 180 days of death or disability or the Franchise Agreement may be terminated. Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 calendar days of your death or disability.
q. Non-competition covenants during the term of the franchise	Section 18.2	You may not participate in a diverting business, have owning interest of more than 5%, inducing any customer to transfer their business to you or perform services for a competitive business anywhere. You may not interfere with our or our other franchisees' The Big Biscuit Franchises.
r. Non-competition covenants after the franchise is terminated or expires	Section 18.3	Owners may not have an interest in, own, manage, operate, finance, control or participate in any competitive business within (i) a two-mile radius from Franchisee's business (and including the premises of the approved location of Franchisee); and (ii) a two-mile radius from all other businesses that are operating or under construction for ten year(s). If you or your Responsible Owner engages in any activities prohibited by the Franchise Agreement during the restricted period, then the restricted period applicable to you or the non-compliant Responsible Owner shall be extended by the period of time during which you or the non-compliant Responsible Owner, as applicable, engaged in the prohibited activities.
s. Modification of agreement	Sections 9.1 and 30.9	No modifications of the Franchise Agreement during the term unless agreed to in writing, but the Franchise Operations Manual is subject to change at any time in our discretion. Modifications are permitted on renewal.
t. Integration/merger clause	Section 30.9	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of this Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 28	Except for certain claims, all disputes must be mediated and arbitrated in the principal city closest to our principal place of business (currently Prairie Village, Kansas).

Provision	Section in Franchise Agreement	Summary
v. Choice of forum	Section 28.4	All disputes must be mediated, arbitrated, and if applicable, litigated in the principal city closest to our principal place of business (currently Prairie Village, Kansas), subject to applicable state law.
w. Choice of law	Section 30.1	Kansas law applies, subject to applicable state law.

THE AREA DEVELOPER RELATIONSHIP

This table lists certain important provisions of the development agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in Area Development Agreement	Summary
a. Length of the franchise term	2	Until the expiration or termination of the Area Development Agreement.
b. Renewal or extension	Not applicable	Not applicable.
c. Requirements for area developer to renew or extend	Not applicable	Not applicable.
d. Termination by area developer	Not applicable	You may terminate under any grounds permitted by law.
e. Termination by franchisor without cause	Not applicable	Not applicable.
f. Termination by franchisor with cause	Sections 8.1 and 8.2	We can terminate if you or any of your affiliates materially default under the Area Development Agreement, any individual Franchise Agreement or any other agreement with us, or if you fail to comply with the Development Schedule on two or more occasions.
g. "Cause" defined – curable defaults	Not applicable	Not applicable.
h. "Cause" defined – non-curable defaults	Sections 8.1 and 8.2	If you default on the Area Development Agreement or any individual Franchise Agreement, or any other agreement with us, or if you fail to comply with the Development Schedule on two or more occasions.
i. Area Developer's obligations on termination/non-renewal	Section 8.4	Obligations include the payment of all amounts due. You remain bound by all Franchise Agreements.
j. Assignment of contract by franchisor	Section 9.1	No restrictions on our right to assign the Area Development Agreement.
k. "Transfer" by area developer – definition	Not applicable	Not applicable.

Provision	Section in Area Development Agreement	Summary
l. Franchisor approval of transfer by area developer	9.3	You may not assign the Area Development Agreement or any rights to the Development Territory.
m. Conditions for franchisor approval of transfer	Not applicable	Not applicable.
n. Franchisor's right of first refusal to acquire area developer's business	Not applicable	Not applicable
o. Franchisor's option to purchase area developer's business	Not applicable	Not applicable
p. Death or disability of area developer	Section 9.2	Upon death or disability, the Area Development Agreement automatically terminates after 180 days of your (or your Responsible Owner's) death or disability unless assigned to another equity owner or third party approved by Franchisor in its sole discretion.
q. Non-competition covenants during the term of the franchise	Not applicable	Not applicable.
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	Not applicable.
s. Modification of agreement	Section 11	No modifications of the Area Development Agreement unless agreed to in writing.
t. Integration/merger clause	Section 11	Only the terms of the Area Development Agreement are binding (subject to state law). Any representations or promises outside of this Disclosure Document and the Area Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 17	Except for certain claims, all disputes must be mediated and arbitrated in the principal city closest to our principal place of business (currently Prairie Village, Kansas).
v. Choice of forum	Section 17	All disputes must be mediated, arbitrated, and if applicable, litigated in the principal city closest to our principal place of business (currently Prairie Village, Kansas), subject to applicable state law.
w. Choice of law	Section 15	Kansas law applies, subject to applicable 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 information about possible performance at a particular location or under particular circumstances.

The financial performance information in this Item 19 is historical and covers fiscal years 2025, 2024, 2023 and 2022. The Big Biscuit's fiscal year is measured in thirteen four-week periods and ended on December 28, 2025 for fiscal year 2025, December 29, 2024 for fiscal year 2024, December 31, 2023 for fiscal year 2023, and January 1, 2023 for fiscal year 2022.

Table 1 presents Gross Sales for company-owned and franchised restaurants together on a combined basis. Table 2A presents Gross Sales and certain operating expenses, Controllable Profit and EBITDA information for company-owned restaurants only. Table 2B presents the same categories of information for franchised restaurants only.

Company-owned restaurants are operated by our affiliates. Company-owned restaurants pay royalties, brand fund contributions and other system charges, and we are not aware of any material differences in the way company-owned restaurants and franchised restaurants operate that would require additional adjustment to the figures presented in this Item 19.

Table 1 includes only restaurants that were open and operating for the entire fiscal year and for which Gross Sales information was available for the entire fiscal year. Table 2 uses narrower subsets than Table 1 because Tables 2A and 2B include only those restaurants for which complete sales, expense and profit information was available for the applicable fiscal year. As a result, certain restaurants included in Table 1 are not included in Table 2A or Table 2B. The financial information presented in this Item 19 was compiled from our internal accounting records and from financial information reported to us by franchisees. The figures have not been audited.

TABLE 1

Table 1 presents historical Gross Sales for all company-owned and franchised restaurants combined for fiscal years 2025, 2024, 2023 and 2022. This table includes only restaurants that were open and operating for the entire fiscal year and for which Gross Sales information was available for the entire fiscal year. For 2025, Table 1 includes 28 restaurants. For 2024, Table 1 includes 25 restaurants. For 2023, Table 1 includes 23 restaurants. For 2022, Table 1 includes 21 restaurants.

Table 1
All Locations - Company-Owned and Franchised
Historical Gross Sales

Description	FY 2025	FY 2024	FY 2023	FY 2022
Number of Units	28	25	23	21
Average Gross Sales	$1,616,648	$1,581,404	$1,618,652	$1,569,438
Units Greater than Average Gross Sales	15	11	12	12
Percent of Units Greater than Average Gross Sales	53.6%	44.0%	52.2%	57.1%
Median Gross Sales	$1,624,004	$1,558,631	$1,624,215	$1,600,683
Highest Unit Gross Sales	$2,135,975	$2,109,181	$2,220,393	$2,066,049
Lowest Unit Gross Sales	$1,058,649	$991,933	$1,092,987	$1,054,169

Notes to Table 1:

1. "Gross Sales" means all sales less discounts. Discounts include manager and team member meals and drinks, guest recovery and charity. Gross Sales includes gift card redemptions and excludes gift card sales.

2. "Units Greater than Average Gross Sales" and the related percentage reflect the number and percentage of included restaurants whose Gross Sales exceeded the average Gross Sales for the applicable year.

TABLE 2

Table 2 presents historical Gross Sales and related operating expense, Controllable Profit and EBITDA information for certain company-owned and franchised restaurants for fiscal years 2025, 2024, 2023 and 2022. Table 2A presents the company-owned restaurant data and includes 21 company-owned restaurants for 2025 and 17 company-owned restaurants for each of 2024, 2023 and 2022. Table 2B presents the franchised restaurant data and includes 6 franchised restaurants for 2025, 6 franchised restaurants for 2024, 4 franchised restaurants for 2023 and 2 franchised restaurants for 2022. One franchised restaurant included in Table 1 for 2025 is not included in Table 2B because complete expense and profit information for one period of the fiscal year was not available.

Table 2A
Company-Owned Restaurants
Historical Gross Sales, Operating Expense, Controllable Profit and EBITDA

Description	FY 2025	FY 2024	FY 2023	FY 2022
Number of Units	21	17	17	17
Average Gross Sales	$1,614,530	$1,613,830	$1,655,836	$1,551,503
Units Greater than Average Gross Sales	12	9	9	9
Percent of Units Greater than Average Gross Sales	57.1%	52.9%	52.9%	52.9%
Median Gross Sales	$1,627,717	$1,618,410	$1,669,048	$1,570,723
Highest Unit Gross Sales	$2,073,715	$2,109,181	$2,220,393	$2,066,049
Lowest Unit Gross Sales	$1,058,649	$991,933	$1,092,987	$1,054,169
Average Cost of Goods Sold	$408,632	$405,435	$404,402	$426,176
Average Cost of Goods Sold % of Sales	25.30%	25.15%	24.47%	27.51%
Units Lower than Average Cost of Goods Sold % of Sales	8	8	10	10
Percent of Units Lower than Average Cost of Goods Sold % of Sales	38.1%	47.1%	58.8%	58.8%
Median Cost of Goods Sold	$417,531 (25.49%)	$407,677 (25.19%)	$415,723 (24.29%)	$432,106 (27.48%)
Highest Unit Cost of Goods Sold	$564,623 (29.48%)	$542,060 (26.50%)	$536,669 (25.83%)	$578,700 (29.65%)
Lowest Unit Cost of Goods Sold	$268,940 (19.36%)	$251,356 (23.52%)	$278,165 (23.49%)	$291,056 (25.45%)

Description	FY 2025	FY 2024	FY 2023	FY 2022
Average Labor Expense with Benefits	$511,416	$ 497,027	$505,204	$460,228
Average Labor Expense with Benefits % of Sales	31.92%	31.19%	30.95%	30.27%
Units Lower than Average Labor % of Sales	10	9	8	7
Percent of Units Lower than Average Labor % of Sales	47.6%	52.9%	47.1%	41.2%
Median Labor Expense with Benefits	$516,188 (31.92%)	$507,964 (31.07%)	$501,771 (31.29%)	$443,758 (30.64%)
Highest Unit Labor Expense with Benefits	$656,079 (39.16%)	$593,018 (35.76%)	$615,646 (35.50%)	$574,399 (35.81%)
Lowest Unit Labor Expense with Benefits	$344,419 (26.23%)	$347,474 (26.37%)	$388,010 (25.74%)	$371,278 (23.72%)
Average Controllable Expense	$179,720	$180,657	$179,746	$170,633
Average Controllable Expense % of Sales	11.38%	11.48%	11.07%	11.25%
Units Lower than Average Controllable Expense % of Sales	11	9	9	10
Percent of Units Lower than Average Controllable Expense % of Sales	52.4%	52.9%	52.9%	58.8%
Median Controllable Expense	$179,235 (11.33%)	$184,622 (11.43%)	$187,497 (10.85%)	$166,058 (10.89%)

Description	FY 2025	FY 2024	FY 2023	FY 2022
Highest Unit Controllable Expense	$204,828 (16.0%)	$208,338 (17.08%)	$212,528 (14.81%)	$223,698 (17.20%)
Lowest Unit Controllable Expense	$134,603 (8.38%)	$129,366 (8.93%)	$130,185 (8.85%)	$128,715 (8.58%)
Average Controllable Profit	$514,762	$530,761	$566,500	$494,417
Average Controllable Profit % of Sales	31.40%	32.17%	33.51%	30.97%
Units Greater than Average Controllable Profit % of Sales	9	8	8	9
Percent of Units Greater than Average Controllable Profit % of Sales	42.9%	47.1%	47.1%	52.9%
Median Controllable Profit	$518,894 (31.14%)	$513,339 (31.55%)	$522,748 (32.73%)	$458,544 (31.17%)
Highest Unit Controllable Profit	$813,069 (39.21%)	$802,543 (38.55%)	$898,149 (41.12%)	$782,000 (37.88%)
Lowest Unit Controllable Profit	$272,799 (23.17%)	$223,681 (22.55%)	$264,940 (24.24%)	$243,829 (23.05%)
Average EBITDA	$252,528	$291,885	$343,104	$271,390
Average EBITDA % of Sales	14.74%	16.97%	19.74%	16.27%
Units Greater than Average EBITDA % of Sales	11	7	7	8
Percent of Units Greater than Average EBITDA % of Sales	52.4%	41.2%	41.2%	47.1%
Median EBITDA	$246,211 (15.07%)	$262,337 (16.22%)	$303,424 (18.72%)	$221,411 (14.78%)

Description	FY 2025	FY 2024	FY 2023	FY 2022
Highest Unit EBITDA	$521,058 (25.13%)	$531,725 (25.33%)	$634,144 (28.75%)	$518,992 (25.12%)
Lowest Unit EBITDA	$37,203 (3.51%)	$8,332 (0.84%)	$67,984 (6.22%)	$43,432 (4.12%)

Table 2B
Franchised Restaurants
Historical Gross Sales, Operating Expense, Controllable Profit and EBITDA

Description	FY 2025	FY 2024	FY 2023	FY 2022
Number of Units	6	6	4	2
Average Gross Sales	$1,602,528	$1,527,271	$1,478,642	$1,710,086
Units Greater than Average Gross Sales	2	2	3	1
Percent of Units Greater than Average Gross Sales	33.3%	33.3%	75.0%	50.0%
Median Gross Sales	$1,542,483	$1,504,798	$1,538,290	$1,710,086
Highest Unit Gross Sales	$2,135,975	$1,946,722	$1,736,183	$1,719,923
Lowest Unit Gross Sales	$1,195,282	$1,193,480	$1,101,806	$1,700,248
Average Cost of Goods Sold	$401,857	$381,135	$362,918	$431,911
Average Cost of Goods Sold % of Sales	25.09%	24.98%	24.66%	25.25%
Units Lower than Average Cost of Goods Sold % of Sales	3	3	2	1
Percent of Units Lower than Average Cost of Goods Sold % of Sales	50.0%	50.0%	50.0%	50.0%
Median Cost of Goods Sold	$381,258 (25.01%)	$374,329 (24.86%)	$378,841 (24.63%)	$431,911 (25.25%)

Description	FY 2025	FY 2024	FY 2023	FY 2022
Highest Unit Cost of Goods Sold	$539,332 (26.35%)	$492,358 (26.42%)	$409,984 (25.78%)	$447,089 (25.99%)
Lowest Unit Cost of Goods Sold	$296,133 (23.95%)	$290,279 (24.09%)	$284,005 (23.61%)	$416,732 (24.51%)
Average Labor Expense with Benefits	$453,033	$451,055	$453,270	$545,870
Average Labor Expense with Benefits % of Sales	28.33%	29.62%	30.94%	31.91%
Units Lower than Average Labor % of Sales	4	3	3	1
Percent of Units Lower than Average Labor % of Sales	66.7%	50.0%	75.0%	50.0%
Median Labor Expense with Benefits	$443,039 (28.05%)	$432,333 (29.70%)	$454,334 (29.95%)	$545,870 (31.91%)
Highest Unit Labor Expense with Benefits	$593,512 (29.95%)	$553,922 (31.54%)	$524,884 (34.45%)	$569,185 (33.09%)
Lowest Unit Labor Expense with Benefits	$338,326 (27.48%)	$372,878 (27.61%)	$379,529 (29.40%)	$522,555 (30.73%)
Average Controllable Expense	$168,542	$167,566	$158,480	$152,593
Average Controllable Expense % of Sales	10.61%	11.16%	10.75%	8.93%
Units Lower than Average Controllable Expense % of Sales	2	2	2	1
Percent of Units Lower than Average	33.3%	33.3%	50.0%	50.0%

Description	FY 2025	FY 2024	FY 2023	FY 2022
Controllable Expense % of Sales				
Median Controllable Expense	$165,742 (10.96%)	$173,595 (11.63%)	$165,640 (10.49%)	$152,593 (8.93%)
Highest Unit Controllable Expense	$201,156 (11.21%)	$184,591 (12.29%)	$182,594 (11.97%)	$160,109 (9.42%)
Lowest Unit Controllable Expense	$131,657 (9.08%)	$146,628 (8.95%)	$120,044 (10.08%)	$145,077 (8.44%)
Average Controllable Profit	$579,095	$527,516	$503,974	$579,712
Average Controllable Profit % of Sales	35.97%	34.24%	33.65%	33.91%
Units Greater than Average Controllable Profit % of Sales	3	3	3	1
Percent of Units Greater than Average Controllable Profit % of Sales	50.0%	50.0%	75.0%	50.0%
Median Controllable Profit	$552,443 (36.20%)	$519,391 (34.23%)	$535,667 (34.82%)	$579,712 (33.91%)
Highest Unit Controllable Profit	$809,149 (37.88%)	$726,171 (37.3%)	$626,336 (36.08%)	$600,852 (35.34%)
Lowest Unit Controllable Profit	$429,165 (33.93%)	$380,110 (31.85%)	$318,228 (28.88%)	$558,572 (32.48%)
Average EBITDA	$280,272	$235,374	$222,728	$151,036
Average EBITDA % of Sales	17.13%	14.84%	14.50%	8.80%
Units Greater than Average EBITDA % of Sales	2	2	2	1

Description	FY 2025	FY 2024	FY 2023	FY 2022
Percent of Units Greater than Average EBITDA % of Sales	33.3%	33.3%	50.0%	50.0%
Median EBITDA	$244,635 (16.04%)	$215,761 (14.34%)	$210,855 (13.70%)	$151,036 (8.80%)
Highest Unit EBITDA	$433,688 (20.30%)	$373,945 (19.21%)	$361,431 (20.82%)	$255,262 (14.84%)
Lowest Unit EBITDA	$182,684 (15.22%)	$114,565 (9.60%)	$107,773 (9.78%)	$46,809 (2.75%)

Notes to Table 2:

1. "Gross Sales" means all sales less discounts. Discounts include manager and team member meals and drinks, guest recovery and charity. Gross Sales includes gift card redemptions and excludes gift card sales.

2. "Cost of Goods Sold" includes food, beverage and paper cost.

3. "Labor Expense with Benefits" includes hourly labor, salary, training, payroll taxes and employee benefits, including medical premiums.

4. "Controllable Expense" includes direct, variable or discretionary operating expenses, including local store marketing, utilities, repairs and maintenance, linens, credit card fees, third-party fees, subscriptions and software, hardware, supplies and similar direct operating items.

5. "Controllable Profit" means Gross Sales less Cost of Goods Sold, Labor Expense with Benefits and Controllable Expense.

6. "EBITDA" means earnings before interest, taxes, depreciation and amortization. For purposes of these tables, EBITDA reflects net income with financing interest and depreciation on fixed assets, and amortization, if any, added back. Income taxes are not recorded at the restaurant entity level.

7. For Cost of Goods Sold, Labor Expense with Benefits and Controllable Expense, the tables show average dollars, average percentage of Gross Sales, median, highest and lowest annual results, together with the number and percentage of restaurants whose percentage of Gross Sales was lower than the average percentage for that metric.

8. For Controllable Profit and EBITDA, the tables show average dollars, average percentage of Gross Sales, median, highest and lowest annual results, together with the number and percentage of restaurants whose percentage of Gross Sales was greater than the average percentage for that metric.

9. Company-owned restaurants included in Table 2A pay royalties, brand fund contributions and other system charges.

10. No material expense categories are included in or excluded from the metrics presented in Tables 2A and 2B other than those described in these notes.

Some outlets have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representations, 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 The Big Biscuit Headquarters at 5215 W. 94th Terrace, Prairie Village, Kansas 66207, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

All year-end numbers appearing in the tables below are as of December 31, 2023, December 29, 2024 and December 28, 2025 of each year.

Table No. 1
Systemwide Outlet Summary
For Years 2023 - 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2023	4	6	+2
	2024	6	7	+1
	2025	7	8	+1
Company-Owned	2023	17	19	+2
	2024	19	21	+2
	2025	21	22	+1
Total Outlets	2023	21	25	+4
	2024	25	28	+3
	2025	28	30	+2

Table No. 2
Transfers of Outlets from Franchisees to New Owners (Other Than the Franchisor)
For Years 2023 - 2025

State	Year	Number of Transfers
Totals	2023	0
	2024	0
	2025	0

Table No. 3
Status of Franchise Outlets
For Years 2023 - 2025

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Arkansas	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Oklahoma	2023	4	2	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	1	0	0	0	0	7
Total	2023	4	2	0	0	0	0	6
	2024	6	1	0	0	0	0	7
	2025	7	1	0	0	0	0	8

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

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Kansas	2023	8	0	0	0	0	8
	2024	8	1	0	0	0	9
	2025	9	1	0	0	0	10
Missouri	2023	9	0	2	0	0	11
	2024	11	1	0	0	0	12
	2025	12	0	0	0	0	12
Total Outlets	2023	17	0	2	0	0	19
	2024	19	1	0	0	0	21
	2025	21	1	0	0	0	22

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

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arkansas	0	2	0
Kansas	0	0	4
Missouri	1	1	0
Oklahoma	0	2	0
Tennessee	0	1	0
Totals	1	6	4

The names, addresses and telephone numbers of our current franchisees are attached to this Franchise Disclosure Document as Exhibit E. The name and last known address and telephone number of every current franchisee and every franchisee who has had a The Big Biscuit Franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during the one-year period ending December 28, 2025, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document, is listed in Exhibit E. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experiences with the The Big Biscuit System. During the last three years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the The Big Biscuit Franchise System. You may wish to speak with current and former franchisees, but know that not all such franchisees can communicate with you. If you buy a The Big Biscuit Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific franchisee organizations.

ITEM 21
FINANCIAL STATEMENTS

Exhibit B contains the financial statements required to be included with this Franchise Disclosure Document: audited financial statements as of December 31, 2023, December 29, 2024 and December 28, 2025. Our fiscal year is measured in thirteen four-week periods, and our fiscal year end for calendar year 2025 was December 28, 2025.

ITEM 22
CONTRACTS

Exhibit C	Franchise Agreement
Exhibit D	Area Development Agreement
Exhibit F	State Addenda and Agreement Riders
Exhibit H	Contracts for use with the The Big Biscuit Franchise
Exhibit I	Franchise Disclosure Questionnaire

ITEM 23
RECEIPTS

The last pages of this Franchise Disclosure Document, Exhibit K are a detachable document, in duplicate. Please detach, sign, date and return one copy of the Receipt to us, acknowledging you received this Franchise Disclosure Document. Please keep the second copy for your records.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA
State Administrator and Agent f Service of Process:

Commissioner
Department of Financial Protection and Innovation
320 W. 4th Street, #750
Los Angeles, CA 90013
(213) 576-7500
(866) 275-2677

HAWAII
Commissioner of Securities of the State of Hawaii
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Agent for Service of Process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

ILLINOIS
Illinois Attorney General
Chief, Franchise Division
500 S. Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA
Secretary of State
Securities Division
Room E-018
302 W. Washington Street
Indianapolis, IN 46204
(317) 232-6681

MARYLAND
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202
(410) 576-6360

MARYLAND CONTINUED
Agent for Service of Process:

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

MICHIGAN
Michigan Department of Attorney General
Consumer Protection Division
525 W. Ottawa Street
Lansing, MI 48913
(517) 373-7117

MINNESOTA
Department of Commerce
Commissioner of Commerce
85 Seventh Place East, Suite 280
St. Paul, MN 55101-3165
(651) 539-1600

NEW YORK
Administrator:

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222

Agent for Service of Process:

Secretary of State
99 Washington Avenue
Albany, NY 12231

NORTH DAKOTA
Administrator:

North Dakota Insurance & Securities Department
600 East Boulevard Avenue, Dept. 401
Bismarck, ND 58505
(701) 328-2910

Agent for Service of Process:

Insurance Commissioner
600 East Boulevard Avenue, Dept. 401
Bismarck, ND 58505
(701) 328-2910

RHODE ISLAND
Department of Business Regulation
1511 Pontiac Avenue, Bldg. 68-2
Cranston, RI 02920
(401) 462-9527

SOUTH DAKOTA
Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, SD 57501
(605) 773-3563

VIRGINIA
State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219

Agent for Service of Process:

Clerk of the State Corporation Commission
1300 E. Main Street, 1st Floor
Richmond, VA 23219

WASHINGTON
State Administrator:

Washington Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, WA 98504-1200
(360) 902-8760

Agent for Service for Process:

Director of Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501

WISCONSIN
Department of Financial Institutions
Division of Securities
201 W. Washington Avenue
Madison, WI 53703
(608) 266-3364

Rev. 11526

EXHIBIT B

FINANCIAL STATEMENTS

Big Biscuit Industries, LLC

(a wholly owned subsidiary of The Big Biscuit Company, LLC)

Financial Report

December 28, 2025

Big Biscuit Industries, LLC

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Independent Auditor's Report

To the Member
Big Biscuit Industries, LLC

Opinion

We have audited the financial statements of Big Biscuit Industries, LLC (the "Company"), which comprise the balance sheet as of December 28, 2025; December 29, 2024; and December 31, 2023 and the related statements of operations, member's equity, and cash flows for the years 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 the Company as of December 28, 2025; December 29, 2024; and December 31, 2023 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits 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 Audits of the Financial Statements* section of our report. We are required to be independent of the Company and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. 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 the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audits 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 audits 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.

PRAXITY

To the Member
Big Biscuit Industries, LLC

In performing audits in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- 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 audits in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control-related matters that we identified during the audits.

Plante & Moran, PLLC

April 10, 2026

Big Biscuit Industries, LLC

Balance Sheet

December 28, 2025; December 29, 2024; and December 31, 2023

	2025	2024	2023
Assets			
Current Assets			
Cash	$ 227,590	$ 223,639	$ 177,980
Restricted cash	224,019	405,418	537,221
Accounts receivable - Related party	222,407	390,159	219,391
Accounts receivable	183,750	204,890	142,882
Inventory	58,846	59,741	65,323
Prepaid expenses and other assets	3,250	3,452	6,689
Total current assets	919,862	1,287,299	1,149,486
Property and Equipment - Net	1,535,096	1,630,562	1,698,878
Other Noncurrent Assets - Due from related party	2,499,835	-	-
Total assets	**$ 4,954,793**	**$ 2,917,861**	**$ 2,848,364**
Liabilities and Member's Equity			
Current Liabilities			
Accounts payable and accrued expenses	$ 625,235	$ 666,950	$ 478,488
Current portion of long-term debt - Related party	67,654	69,345	65,316
Current portion of long-term debt	115,037	-	-
Deferred franchise fees - Current portion	60,000	60,000	65,000
Total current liabilities	867,926	796,295	608,804
Long-term Debt - Net of current portion - Related party	757,983	831,605	900,950
Long-term Debt - Net of current portion	1,798,083	-	-
Other Long-term Liabilities - Deferred franchise fees - Net of current portion	140,000	140,000	160,000
Total liabilities	3,563,992	1,767,900	1,669,754
Member's Equity	1,390,801	1,149,961	1,178,610
Total liabilities and member's equity	**$ 4,954,793**	**$ 2,917,861**	**$ 2,848,364**

See notes to financial statements.

Big Biscuit Industries, LLC

Statement of Operations

Years Ended December 28, 2025; December 29, 2024; and December 31, 2023

	2025	2024	2023
Net Revenue			
Royalty income	$ 2,297,816	$ 1,496,364	$ 1,479,621
Marketing fund fees	468,330	433,787	356,817
Billing revenue	326,500	861,050	168,446
Technology fees and other	1,013,185	928,007	830,696
Franchise fee income	40,000	40,000	65,000
Total net revenue	4,145,831	3,759,208	2,900,580
Operating Expenses	2,746,819	2,559,727	1,736,258
Operating Income	1,399,012	1,199,481	1,164,322
Nonoperating Income (Expense)			
Other income	99,915	91,039	21,055
Interest expense	(168,196)	(56,199)	(59,994)
Total nonoperating (expense) income	(68,281)	34,840	(38,939)
Net Income	**$ 1,330,731**	**$ 1,234,321**	**$ 1,125,383**

See notes to financial statements.

Big Biscuit Industries, LLC

Statement of Member's Equity

Years Ended December 28, 2025; December 29, 2024; and December 31, 2023

Balance - January 1, 2023	$ 1,278,227
Net income	1,125,383
Distributions	(1,225,000)
Balance - December 31, 2023	1,178,610
Net income	1,234,321
Distributions	(1,262,970)
Balance - December 29, 2024	1,149,961
Net income	1,330,731
Distributions	(1,089,891)
Balance - December 28, 2025	**$ 1,390,801**

See notes to financial statements.

Big Biscuit Industries, LLC

Statement of Cash Flows

Years Ended December 28, 2025; December 29, 2024; and December 31, 2023

	2025	2024	2023
Cash Flows from Operating Activities			
Net income	$ 1,330,731	$ 1,234,321	$ 1,125,383
Adjustments to reconcile net income to net cash and restricted cash from operating activities:			
Depreciation	95,466	95,013	75,890
Changes in operating assets and liabilities that provided (used) cash and restricted cash:			
Accounts receivable - Related party	167,752	(170,768)	35,215
Accounts receivable	21,140	(62,008)	13,732
Inventory	895	5,582	(27,162)
Prepaid expenses and other assets	202	3,237	(4,365)
Accounts payable and accrued expenses	(41,715)	188,462	262,913
Deferred franchise fees	-	(25,000)	(50,000)
Deferred rebate incentive	-	-	(68,610)
Net cash and restricted cash provided by operating activities	1,574,471	1,268,839	1,362,996
Cash Flows from Investing Activities			
Purchase of property and equipment	-	(26,697)	(91,286)
Advances to related party	(2,499,835)	-	-
Net cash and restricted cash used in investing activities	(2,499,835)	(26,697)	(91,286)
Cash Flows from Financing Activities			
Proceeds from debt	2,000,000	-	-
Payments on debt	(162,193)	(65,316)	(61,522)
Distributions	(1,089,891)	(1,262,970)	(1,225,000)
Net cash and restricted cash provided by (used in) financing activities	747,916	(1,328,286)	(1,286,522)
Net Decrease in Cash and Restricted Cash	(177,448)	(86,144)	(14,812)
Cash and Restricted Cash - Beginning of year	629,057	715,201	730,013
Cash and Restricted Cash - End of year	**$ 451,609**	**$ 629,057**	**$ 715,201**
Classification of Cash and Restricted Cash			
Cash	$ 227,590	$ 223,639	$ 177,980
Restricted cash	224,019	405,418	537,221
Total cash and restricted cash	**$ 451,609**	**$ 629,057**	**$ 715,201**
Supplemental Cash Flow Information - Cash paid for interest	$ 168,196	$ 56,199	$ 59,994

See notes to financial statements.

Note 1 - Nature of Business

Big Biscuit Industries, LLC (the "Company") was formed on February 23, 2018 and commenced operations in May 2019 for the purpose of selling and operating franchises under the brand name The Big Biscuit. The Company grants franchises for the development and operation of restaurants specializing in breakfast and lunch fares. The Company is a wholly owned subsidiary of The Big Biscuit Company, LLC (the "Parent"). In 2025, the Parent purchased the trademark from the previous owner, as further described in Note 5. Beginning in 2026, under a licensing agreement with the Parent, the Company has the nonexclusive right to use the trademark in connection with its operations in exchange for a monthly license fee of $21,000 maturing in 2036.

As of December 28, 2025; December 29, 2024; and December 31, 2023, franchises open and operating totaled eight, seven, and six, respectively. The Company is affiliated by common ownership with CCO, LLC (CCO) and 27 Biscuits, LLC (27 Biscuits), which operated 22, 21, and 19 restaurant locations as of December 28, 2025; December 29, 2024; and December 31, 2023, respectively. For all years presented, the Company waived its right to franchise fees from the affiliated locations, but royalties, marketing fund fees, and technology fees are required.

The operating results of the Company could vary significantly from those that would have occurred had the Company operated independently.

Note 2 - Significant Accounting Policies

Basis of Presentation

The financial statements of the Company have been prepared on the basis of generally accepted accounting principles (GAAP). The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect amounts reported in the financial statements. Actual results could differ from those estimates.

Fiscal Years

The Company operates on an accounting cycle consisting of 13 four-week periods. The fiscal year ended December 28, 2025 is referred to as 2025; the fiscal year ended December 29, 2024 is referred to as 2024; and the fiscal year ended December 31, 2023 is referred to as 2023.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Restricted Cash

Restricted cash consists of contributions to the brand development fund by the Company's franchisees. These funds are to be used for local, regional, or national marketing; advertising; sales promotion and promotional materials; public and consumer relations; website development and search engine optimization; the development of technology for the system; salaries for brand development employees; and any other purpose to promote The Big Biscuit brand. In addition, restricted cash includes funds collected by the Company for the sale of gift cards that will be paid to the franchisees that honor the gift cards.

Note 2 - Significant Accounting Policies (Continued)

Accounts Receivable

In July 2025, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2025-05, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*. The ASU introduced a practical expedient for estimating expected credit losses on current accounts receivable arising from transactions accounted for under ASC 606, *Revenue from Contracts with Customers*. Under the practical expedient, the Company assumes that current conditions as of the balance sheet date will not change for the remaining life of the asset. The standard also permits an accounting policy election to consider collection activity after the balance sheet date when estimating credit losses.

The Company adopted the new guidance on December 30, 2024 on a prospective basis. The adoption of this guidance did not have a significant impact on the financial statements.

Accounts receivable are stated at invoice amounts. An allowance for expected credit losses is considered by the Company on an ongoing basis. At December 28, 2025; December 29, 2024; and December 31, 2023, the Company did not record an allowance for credit losses, as the Company determined that there is minimal risk of credit losses based on historical losses and current conditions and that any such credit losses would be insignificant to these financial statements. The Company has also made the policy election to consider collection activity subsequent to year end in making its estimate of expected losses. The Company has considered subsequent collection activity through January 31, 2026. Accordingly, for the years ended December 28, 2025; December 29, 2024; and December 31, 2023, there were no write-offs of trade accounts receivable. As of January 2, 2023, accounts receivable were $156,614.

Inventory

Inventory is stated at the lower of cost or net realizable value, with cost determined on the first-in, first-out (FIFO) method.

Property and Equipment

Property and equipment are recorded at cost. The straight-line method is used for computing depreciation and amortization. Assets are depreciated over their estimated useful lives, which range from 5 to 40 years. Costs of maintenance and repairs are charged to expense when incurred.

Rebate Incentives

During 2020, the Company entered into a minimum annual purchase agreement on behalf of its affiliate-owned restaurants. As part of the agreement, the Company received a prepaid incentive of $247,000 that was earned over the term of the three-year agreement when qualifying purchases were made. If qualifying purchases were not made, the Company would have been obligated to repay the unearned amount. As of December 28, 2025; December 29, 2024; and December 31, 2023, there were no deferred rebate incentives. During the year ended December 31, 2023, $68,610 of revenue related to this contract was included in other income on the accompanying statement of operations. During the years ended December 28, 2025 and December 29, 2024, there was no revenue related to this contract.

Revenue Recognition

The Company's revenue consists of initial franchise fees, royalties, marketing fees, technology fees, billing revenue, and rebates. The Company franchises the right to operate The Big Biscuit restaurants. The initial term of the franchise agreement is typically 10 years, with an option to renew for a fee or transfer the franchise agreement to a new or existing franchisee, at which point a transfer or renewal fee is typically paid.

Note 2 - Significant Accounting Policies (Continued)

The Company has obligations to provide franchisees with the franchise rights to operate The Big Biscuit restaurants, training, and other assistance to launch their restaurants, as well as provide software and technology services, brand marketing, and advertising support, for which fees are charged. The Company has elected to adopt Accounting Standards Update No. 2021-02, *Franchisors - Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient*, to address concerns about the complexity of applying Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers*, to private company franchisors, specifically relating to the amount and timing of revenue recognition for initial franchise fees. The Company has concluded that certain preopening services (training, site selection, and architectural services) are a separate performance obligation distinct from the franchise license. Therefore, initial franchise fees for preopening services are allocated between the preopening services and the franchise right for each individual franchise. The preopening services revenue is recognized over the term the services are provided through the date the franchise is opened. The distinct obligation is recognized over the period of services measured on the output method of time incurred as the obligation is satisfied. The franchise right revenue is recognized over the term of the respective franchise agreement beginning on the date the store is opened. Typically, the initial franchise fee is less than the stand-alone selling price of the preopening services provided. Therefore, the initial fee is fully recognized by the time the restaurant opens. Renewal fees are recognized over the renewal term for the respective franchise from the start of the renewal period. Transfer fees are recognized over the remaining term of the franchise agreement beginning at the time of transfer.

When a franchise agreement is terminated voluntarily by the franchisee or due to the default of the franchisee, the Company recognizes the remaining initial franchise fee as revenue earned, as no further performance obligations need to be satisfied, and the initial franchise fee is not refundable per the franchise agreement.

Revenue for royalties and marketing fees is recognized over the term of the respective franchise agreement as the underlying sales occur. Technology fees are recognized as the service is provided on a monthly basis.

Other income consists of billing revenue and rebate revenue. Billing revenue is based on a flat fee charged to stores monthly and is recognized over time as the revenue is earned. Rebates are recognized over time as earned based upon the terms provided by the vendors.

Initial franchise, renewal, and transfer fees are due and typically paid when a franchise agreement is executed and are nonrefundable. These fees are collected prior to the satisfaction of the Company's performance obligations, resulting in the Company recognizing deferred revenue contract liabilities. Amounts that are expected to be recognized as revenue within one year are classified as current deferred revenue in the balance sheet. Royalties and marketing fees are paid on a monthly basis based upon a percentage of franchisee gross sales less discounts. Technology fees and billing revenue are collected on a monthly basis. Deferred revenue at January 2, 2023 was $275,000.

Allocating the Transaction Price

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for providing franchisees with the franchise rights to operate a store. To determine the transaction price, the Company considers its customary business practices and the terms of the underlying agreement. For the purpose of determining transaction prices, the Company assumes performance obligations will be satisfied as promised in accordance with franchise agreements and that agreements will not be canceled, renewed, or modified.

The Company's franchise agreements require the payment of various fixed and variable fees. Variable consideration includes revenue related to royalties and marketing fees, as the transaction price is based on the franchisees sales. The variable consideration is recognized based on the actual amounts earned each month.

Note 2 - Significant Accounting Policies (Continued)

The Company allocates consideration to the distinct obligation based on the observable stand-alone selling price of the services or goods provided based upon either fees charged by the Company for the stand-alone service or based on the observable stand-alone selling price of third-party service providers for similar services or on a cost-plus-margin basis. The remaining consideration is allocated to the franchise right.

Marketing Fund

Franchisees pay a percentage of monthly sales to a national fund to be used for advertising, brand promotion, marketing, and other promotional purposes. The Company administers the fund and uses the fund to satisfy the cost of maintaining, administering, directing, conducting, and preparing advertising, marketing, and/or promotional materials and any other activities that the Company believes will benefit The Big Biscuit franchise system. These marketing services are a component of the franchise right for which the Company acts as the principal; marketing revenue is presented gross of the related costs. The unspent funds as of December 28, 2025; December 29, 2024; and December 31, 2023 were $105,303, $283,911, and $408,020, respectively.

Revenue from Related Parties

As noted above, the Company is affiliated by common ownership with entities that operate restaurant locations that pay a royalty of 3 to 5 percent of gross sales. Total royalty income, marketing fund fees, and billing revenue and technology fees from these restaurants were $2,037,521, $1,387,185, and $1,615,503 for the years ended December 28, 2025; December 29, 2024; and December 31, 2023, respectively.

Advertising Expense

Advertising expense is charged to income during the year in which it is incurred. Advertising expense for the years ended December 28, 2025; December 29, 2024; and December 31, 2023 was $434,080, $431,403, and $218,742, respectively.

Income Taxes

The Company is treated as a partnership for federal income tax purposes. Consequently, federal income taxes are not payable or provided for by the Company. The member is taxed individually on its pro rata ownership share of the Company's earnings. The Company's net income or loss is allocated to the member in accordance with the Company's operating agreement.

Subsequent Events

The financial statements and related disclosures include evaluation of events up through and including April 10, 2026, which is the date the financial statements were available to be issued.

Note 3 - Property and Equipment

Property and equipment are summarized as follows:

	2025	2024	2023
Buildings	$ 1,621,146	$ 1,621,146	$ 1,621,146
Equipment	271,188	271,188	244,489
Total cost	1,892,334	1,892,334	1,865,635
Accumulated depreciation	357,238	261,772	166,757
Net property and equipment	$ 1,535,096	$ 1,630,562	$ 1,698,878

Note 3 - Property and Equipment (Continued)

Depreciation expense for the years ended December 28, 2025; December 29, 2024; and December 31, 2023 was $95,466, $95,103, and $75,890, respectively.

Note 4 - Long-term Debt

Long-term debt is as follows:

	December 28, 2025	December 29, 2024	December 31, 2023
Note payable to a bank in monthly installments of $20,887, including interest at 7.2 percent. The note is collateralized by the building and personal guarantees of the members of the Parent and is due on February 20, 2037	$ 1,913,120	$ -	$ -
Note payable to a related party due in monthly installments of $10,126, including interest at 6 percent. The note is collateralized by the building and personal guarantees of the members of the Parent and is due on August 14, 2034	825,637	900,950	966,266
Total	2,738,757	900,950	966,266
Less current portion	182,691	69,345	65,316
Long-term portion	$ 2,556,066	$ 831,605	$ 900,950

Related party interest expense for the years ended December 28, 2025; December 29, 2024; and December 31, 2023 was $52,171, $56,199, and $59,994, respectively. Interest expense on the note payable to a bank totaled $116,025 for the year ended December 28, 2025.

The balance of the above debt matures as follows:

Years Ending	Amount
2026	$ 182,691
2027	201,885
2028	215,697
2029	231,183
2030	247,419
Thereafter	1,659,882
Total	$ 2,738,757

Note 5 - Commitments

The Company was obligated to pay a commission to a previous owner in the amount of 20 percent of the royalty on gross sales less discounts of the restaurants franchised by the Company, subsidiaries, and/or its related parties, CCO and 27 Biscuits. Commission expense was $27,104, $299,273, and $295,924 for the years ended December 28, 2025; December 29, 2024; and December 31, 2023, respectively. In February 2025, The Big Biscuit Company purchased the trademark and the Company is no longer obligated to pay such commissions. As part of this transaction, the Company obtained the note payable as described in Note 4 and advanced The Big Biscuit Company $2,499,835, which is expected to repaid in monthly payments of $20,887 including interest at 7.2 percent.

Note 6 - Retirement Plan

The Company sponsors a 401(k) plan for substantially all employees. The plan provides for the Company to make a discretionary matching contribution. Contributions to the plan in the years ended December 28, 2025; December 29, 2024; and December 31, 2023 were $10,015, $19,831, and $11,705, respectively.

All matching contributions are subject to the following vesting schedule:

Years of Service	Vesting Level
Less than 2	- %
2	20
3	40
4	60
5	80
6	100

Note 7 - Related Party Transactions

In addition to the revenue, accounts receivable, and debt noted above, the Company rents portions of its building to CCO and 27 Biscuits. Monthly rental income is on a month-to-month basis; there are no stated terms. Rental income for the years ended December 28, 2025; December 29, 2024; and December 31, 2023 was $62,454, $50,854, and $21,055, respectively.

The Company had accounts payable due to 27 Biscuits, an entity under common ownership, totaling $37,807 as of December 28, 2025 for expenses paid on the Company's behalf.

EXHIBIT C

FRANCHISE AGREEMENT

THE BIG BISCUIT

FRANCHISE AGREEMENT

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FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Franchise Agreement") is made, entered into and effective as of the "Effective Date" set forth in Attachment A to this Franchise Agreement, by and between Big Biscuit Industries, LLC, a Kansas limited liability company ("we," "us," or "our"), and the franchisee set forth in Attachment A to this Franchise Agreement ("you" or "your"). If more than one person or entity is listed as the franchisee, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Franchise Agreement.

1. INTRODUCTION

This Franchise Agreement includes several attachments, each of which is legally binding and is a part of the complete Franchise Agreement. It is your responsibility to read through the entire Franchise Agreement. This Franchise Agreement creates legal obligations you must follow. We recommend that you consult with a legal professional to ensure that you understand these obligations. If you have questions, or if you do not understand a certain provision or section, please review it with your legal and financial advisors before you sign this Franchise Agreement.

This Franchise Agreement has defined terms. A defined term is a shorthand reference within a document that refers to another name or idea in the document. Defined terms are underlined and surrounded by double quotes, typically with capitalized first letters, and may be contained in parentheses throughout the Franchise Agreement.

2. GRANT OF FRANCHISE

As a The Big Biscuit franchisee, you will operate a business providing full-service, family-style restaurants specializing in freshly prepared breakfast and lunch menu items featuring classic American comfort food in a welcoming, family-friendly environment ("Franchised Business"). The Franchised Business will operate under our service marks, trademarks, trade names, trade dress, logos, slogans and commercial symbols as we may from time to time authorize or direct you to use with the operation of the Franchised Business (the "Marks").

We grant you a non-exclusive license to own and operate the Franchised Business using the business formats, methods, procedures, signs, designs, standards, specifications, distinguishing elements, and intellectual property (the "System") that we authorize from a single location we approve ("Premises") strictly in compliance with the terms and conditions set forth in this Franchise Agreement, within the Territory or other areas we may specify in Attachment A-1 to this Franchise Agreement. You recognize and acknowledge the distinctive significance to the public of the System and Marks and acknowledge and understand our high and uniform standards of quality, appearance, service, and the value of the System. You acknowledge that we may change, improve or otherwise modify the System as we deem appropriate in our discretion and you agree to promptly accept and comply with any such changes, improvements or modifications. You further acknowledge that our grant to operate a Franchised Business is based on the representations made in your application. You acknowledge and agree this Franchise Agreement does not grant you the right or option to open any additional Franchised Businesses or any right to sublicense or subfranchise any of the rights we grant you in this Franchise Agreement. You may only open an additional Franchised Business under a separate franchise agreement with us, which we may grant in our sole discretion.

As part of accepting our grant for you to own and operate a The Big Biscuit Business, you hereby represent that: (i) you have received a copy of our current Franchise Disclosure Document; (ii) you are aware of the fact that other present or future franchisees of ours may operate under different forms of

agreement and consequently that our obligations and rights with respect to our various franchisees may differ materially in certain circumstances; and (iii) you are aware of the fact that we may have negotiated terms or offered concessions to other franchisees and we have no obligation to offer you the same or similar negotiated terms or concessions.

3. FRANCHISEE AS ENTITY

3.1 Entity Representations

For purposes of this Franchise Agreement, "Owner(s)" means any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in you, this Franchise Agreement, or the Franchised Business. If you are a corporation, partnership, limited liability company or other form of business entity ("Entity"), you agree and represent that:

3.1.1 Authority. You have the authority to execute, deliver, and perform your obligations under this Franchise Agreement and all related agreements and are duly organized or formed, validly existing, and in good standing under the laws of the state of your incorporation or formation.

3.1.2 Company Documents. At our request, you will furnish copies of all documents and contracts governing the rights and obligations of your Owners (such as, Articles of Incorporation or Organization and partnership, operating or shareholder agreements or similar documents ("Company Documents"). You will not alter, change, or amend your Company Documents, without our prior written approval, which approval we will not unreasonably deny or withhold, and will grant if such changes will not prevent you from performing your obligations under this Franchise Agreement.

3.1.3 Transfer Restrictions. Your Company Documents will recite that this Franchise Agreement restricts the issuance and transfer of any ownership interests in you, and all certificates and other documents representing ownership interests in you will bear a legend referring to this Franchise Agreement's restrictions.

3.1.4 Naming. You agree not to use the name "The Big Biscuit" or any similar wording in the name of your Entity without our prior written consent.

3.1.5 Owner Identification. You certify that Attachment B to this Franchise Agreement completely and accurately describes all of your Owners and their interests in you as of the Effective Date. You agree to sign and deliver to us a revised Attachment B to reflect any permitted changes in the information that Attachment B now contains.

3.1.6 Single Purpose Entity. The Franchised Business will be the only business that the Entity may operate, and your organizational documents must reflect this (although the Owners in the Entity may have other business interests subject to any restrictions on competitive businesses contained in this Franchise Agreement).

3.1.7 Franchise Owner Agreement. All Owners and their spouses whose signatures we require must sign the Franchise Owner Agreement, attached as Attachment C to this Franchise Agreement. You agree that, if any person or Entity ceases to be one of your Owners, or if any individual or Entity becomes an Owner of you (such ownership change must comply with the "Transfer Conditions" discussed later in this Franchise Agreement), you will require the new Owner (and the new Owner's spouse) to execute all documents required by us, including the Franchise Owner Agreement.

3.1.8 No Offerings. You agree that you will not offer any securities (in a public or private offering or otherwise) or engage in any type of fundraising (like crowdfunding) without our prior written consent, which may be withheld in our sole discretion.

4. TERRITORIAL RIGHTS AND LIMITATIONS

We will grant you a designated territory ("Territory") consisting of the geographic area identified in Attachment A-1. The Territory will be determined based on the approved site for the Premises, and Attachment A-1 will be completed and signed by the parties after the site is approved. Until Attachment A-1 is completed and signed, no final Territory has been established. Once signed by the parties, Attachment A-1 will become part of this Franchise Agreement without the need for a separate amendment.

Subject to the express limitations of this Section, during the Term, after Attachment A-1 has been completed and signed, if a Territory is granted, we will not operate and we will not grant a franchise or license to a third party to operate another Franchised Business that is physically located within your Territory. This limited protection does not grant you an exclusive territory. Except as expressly provided in this Section, you may face competition from us, our affiliates, our franchisees, and from other channels of distribution or competitive brands that we control.

We will not be required to grant you a Territory if the Premises is located in a Metropolitan Area or a Non-Traditional Location. For purposes of this Franchise Agreement, a "Metropolitan Area" means an area in which the population during any 24-hour period exceeds 50,000 persons per square mile. A "Non-Traditional Location" means a location other than a standard brick-and-mortar retail location that is within another primary business, in conjunction with other businesses, or in an institutional setting, including toll roads, train stations, amusement parks, shopping malls, travel stations, hotels, motels, ships, ports, piers, casinos, stadiums, airports, theatres, big box retailers, building supply stores, warehouse club stores, colleges, universities, schools, hospitals, military facilities, and other governmental facilities.

You may operate the Franchised Business only from the Premises. You may not conduct the Franchised Business from any other location without our prior written approval. You are not prohibited from directly marketing to or soliciting customers whose principal residence or place of business is outside your Territory. If you renew this Franchise Agreement, any Territory granted to you may be modified by us based on then-current demographics and our then-current territory standards.

You must comply with our then-current policies and procedures for off-premises services, including delivery, catering, online ordering, mobile ordering, call-ahead ordering, and other non-premises sales or service channels, as set forth in the Franchise Operations Manual or otherwise in writing. Those policies may permit you, us, our affiliates, other franchisees, or third-party providers we designate or approve to provide off-premises services to customers located within or outside your Territory, including in the territories of other franchised or company-operated businesses, without compensation to you. We may require you to use approved or designated third-party delivery or ordering providers and may restrict, expand, modify, suspend, or discontinue any off-premises service rights or programs in our discretion.

We retain all territorial rights not expressly granted to you. Without limitation, we, and our affiliates, retain the right: (i) to operate, and to license others to operate, Franchised Businesses at any location outside the Territory, even if doing so will or might affect your Franchised Business; (ii) to use the Marks or the System to sell any products or services similar to those which you will sell through alternate channels of distribution, including online, mobile, delivery, catering, call-ahead, third-party ordering, non-traditional locations, television, mail order, catalog, wholesale, and other channels, within or outside the Territory; (iii) to use and license the use of other proprietary marks, methods, concepts, or systems, whether or not similar to the Marks, at any location, including within the Territory; (iv) to purchase, be purchased by, merge with, acquire, invest in, operate, or franchise competitive businesses within or outside the Territory, provided that any competing business physically located within your Territory will not operate under the Marks unless otherwise permitted under this Agreement; (v) to implement multi-area marketing programs and special

price promotions that may allow us or others to solicit or sell to customers anywhere; and (vi) to engage in any other business activity not expressly prohibited by this Franchise Agreement. We are not required to pay you if we exercise any of our rights, including within your Territory. We are not required to pay you compensation for soliciting or accepting orders inside your Territory, or for exercising any of our rights within or outside of your Territory.

5. TERM AND RENEWAL

5.1 Generally

The term of this Franchise Agreement will begin on the Effective Date and, unless this Franchise Agreement is entered into as a Successor Franchise Agreement, continue for 10 years ("Term"). If this Franchise Agreement is entered into as a Successor Franchise Agreement, the Term will be 10 years. If this Franchise Agreement is the initial franchise agreement for your Franchised Business, you may enter into a maximum of one successor franchise agreement (a "Successor Franchise Agreement"), so long as you satisfy the renewal requirements set forth below. The Successor Franchise Agreement shall be the then-current form of franchise agreement we use in granting The Big Biscuit franchises as of the expiration of the Term, together with any ancillary agreements we then require. The terms and conditions of the Successor Franchise Agreement may be materially and substantially different from the terms and conditions of this Franchise Agreement, and may include different fees and increased royalty, advertising, technology, operational, remodeling, and other obligations. Any Territory granted to you for a successor term may be modified by us based on then-current demographics and our then-current territory standards. There will be only one successor term, and that successor term will be 10 years. If you are signing this Franchise Agreement as a Successor Franchise Agreement, you will have no further right to renew this Franchise Agreement or enter into any additional successor franchise agreement after expiration of the Term, unless we expressly grant that right in writing.

5.2 Renewal Requirements

To enter into a Successor Franchise Agreement, you must:

5.2.1 Notice. Notify us in writing of your desire to enter into a Successor Franchise Agreement not less than 60 days nor more than 180 days before the expiration of the Term;

5.2.2 No Defaults. Not be in default under this Franchise Agreement or any other agreement with us or any affiliate of ours at the time you send the renewal notice or at the time you sign the Successor Franchise Agreement and you must not have received more than three separate written notices of default from us in the 12 months before your renewal notice or before the time you sign the Successor Franchise Agreement;

5.2.3 Successor Franchise Agreement. Sign the Successor Franchise Agreement and all ancillary documents we require franchisees to sign;

5.2.4 General Release. Subject to any applicable State Addendum and applicable law, sign and have each of your Owners sign our then-current form of general release which contains a release of all known and unknown claims against us and our affiliates and subsidiaries, and our and their respective members, officers, directors, agents and employees, in both their corporate and individual capacities;

5.2.5 Renewal Fee. Pay us a non-refundable renewal fee of 25% of the then-current Initial Franchise Fee ("Renewal Fee"). If we are not offering The Big Biscuit franchises at the time of your

renewal, the Renewal Fee will be 25% of the Initial Franchise Fee listed in the most recent Franchise Disclosure Document;

5.2.6 System Upgrades and Renovations. At your expense, and within the timeframe we specify, which may require that the work be completed no earlier than 180 days and no later than 60 days before the expiration of the Term, renovate, refurbish, modernize, upgrade, replace, update, or otherwise modify the Premises, the Franchised Business, and any equipment, tools, technology, fixtures, furnishings, signs, décor, inventory, trade dress, presentation of the Marks, supplies, products, materials, and operations of the Franchised Business, as necessary to cause the Franchised Business to comply with our then-current System standards and specifications for a newly opened Franchised Business;

5.2.7 Premises. Have the right under your lease to maintain possession of the Premises for the duration of the successor term; and

5.2.8 Additional Actions. Take any additional actions we reasonably require.

5.3 Interim Term

If you do not sign a Successor Franchise Agreement before the expiration of the Term and you continue to operate the Franchised Business or otherwise continue to exercise any rights under this Franchise Agreement after the expiration of the Term, then, solely at our election, this Franchise Agreement will either be treated as having expired automatically as of the expiration date, in which event you will be deemed to be operating the Franchised Business without a valid franchise agreement and in violation of our rights, or as continuing on a month-to-month basis (the "Interim Term") until either party gives the other party 30 days' prior written notice of its election to terminate the Interim Term. During any Interim Term, all of your obligations and our rights under this Franchise Agreement will remain in full force and effect as if the Term had not expired, except that you will have no right to enter into a Successor Franchise Agreement, and any such right will automatically terminate upon commencement of the Interim Term. Our permitting you to continue to operate the Franchised Business after expiration of the Term will not constitute a renewal, extension, or reinstatement of this Franchise Agreement, or a waiver of any of our rights or remedies. Upon the expiration or termination of the Interim Term, all obligations, restrictions, and covenants that apply upon expiration or termination of this Franchise Agreement will take effect immediately. Except as expressly permitted by this Section, you have no right to continue operating the Franchised Business after the expiration of the Term.

6. FEES

6.1 Payment Obligations

Your requirement to pay us and/or our affiliates the fees under this Franchise Agreement is absolute and unconditional. This obligation will remain effective throughout the entire duration of the Franchise Agreement and will continue until all fees are paid. You have no right to offset any fees paid to us and must pay us all fees regardless of any claims you may have against us. We will have the right, at any time before or after termination of this Franchise Agreement, without notice to you, to offset any amounts or liabilities you may owe to us against any amounts or liabilities we may owe you under this Franchise Agreement or any other agreement, loan, transaction or relationship between the parties. Without limiting the generality of the foregoing, you agree that you will not, on grounds of the alleged nonperformance by us of any of our obligations, withhold any fees due to us or our affiliates or amounts due to us for purchases by you or any other amounts due to us.

6.2 Gross Sales

For purposes of this Franchise Agreement, "Gross Sales" means the total of all of your revenues, income and consideration from the sale of all Franchised Business merchandise, products and services to your customers, whether or not sold or performed at or from the physical location of the Franchised Business, and whether received in cash, coupon, in services in kind, from barter or exchange, on credit (whether or not payment is received) or otherwise. Gross Sales includes all proceeds from any business interruption insurance. If you offer any services, all receipts from these services are included in Gross Sales. You may deduct from Gross Sales for purposes of this computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if the taxes are separately stated when the customer is charged and if the taxes are paid to the appropriate taxing authority. You may also deduct from Gross Sales the amount of any charged tips collected and remitted to your employees. You may also deduct documented refunds, chargebacks, credits, and allowances you give in good faith to your customers; however, we reserve the right to include in Gross Sales any such amounts that we determine, in our reasonable business judgment, to be materially disproportionate to the standard operating procedures or historical performance of the System. All barter or exchange transactions in which you furnish products or services in exchange for products or services provided to you by a vendor, supplier or customer will, for the purpose of determining Gross Sales, be valued at the full retail value of the products or services so provided to you.

6.3 Initial Franchise Fee

You agree to pay us the "Initial Franchise Fee" listed in Attachment A in one lump sum when you sign this Franchise Agreement. The Initial Franchise Fee is fully earned by us and is non-refundable once this Franchise Agreement has been signed. If this Franchise Agreement is the renewal of a prior franchise agreement with us for an existing Franchised Business or the Transfer of the Franchised Business from another franchisee, then no Initial Franchise Fee is due.

6.4 Royalty

You agree to pay us a royalty fee ("Royalty") equal to 5% of Gross Sales for the previous week. Unless we specify a different method or frequency in writing pursuant to Section 6.9, the Royalty will be due and payable each Wednesday for the immediately preceding Monday through Sunday period.

6.5 Brand Fund Contribution

You must pay a "Brand Fund Contribution" in the amount we specify in the Franchise Operations Manual, currently 1% of Gross Sales for the previous week. The Brand Fund Contribution will be used for the The Big Biscuit brand fund ("Brand Fund") to promote awareness of our brand and to improve our System. We reserve the right to increase the Brand Fund Contribution to up to 3% of Gross Sales upon 30 days' written notice to you. Unless we specify a different method or frequency in writing pursuant to Section 6.9, the Brand Fund Contribution will be due and payable on the same day and for the same reporting period as the Royalty.

6.6 Technology Fee

You must pay us our then-current technology fee ("Technology Fee"), currently 1/8% of Gross Sales, throughout the Term of this Franchise Agreement beginning on the date we begin providing Technology-related services or otherwise require you to use the Technology, as specified in the Franchise Operations Manual. We reserve the right to increase the Technology Fee to up to 1/2% upon 30 days' written notice to you.

The Technology Fee is an ongoing fee for the use of certain technologies used in the Franchised Business. We can change the software and technology that must be used by the Franchised Business at any time we deem appropriate in our sole discretion, which may result in changes to the Technology Fee. An increase in third-party fees may also cause the Technology Fee to increase. You will be responsible for any increase in fees that result from any upgrades, modification, or additional software by us or by third-party vendors. We may modify the Technology Fee upon written notice to you.

You must also pay our then-current technology business solutions fees to approved suppliers for certain business solutions that will support your business efficiencies. These may include phone systems, security systems, scheduling software, employee shift/task management software, inventory solution and any other solutions we may require in the Franchise Operations Manual or otherwise in writing for your Franchised Business. We reserve the right to upgrade, modify and add new systems, which may result in additional initial and ongoing expenses that you will be responsible for. You will be responsible for any increase in fees that result from any upgrades, modifications or additional systems and for any increase in fees from third-party providers. We may include these third-party fees in the Technology Fee and pay suppliers directly on your behalf. Unless we specify a different method or frequency in writing pursuant to Section 6.9, the Technology Fee will be due and payable on the same day and for the same reporting period as the Royalty.

6.7 Other Fees and Payments

You agree to pay all other fees, expense reimbursements, and all other amounts specified in this Franchise Agreement and Franchise Operations Manual in a timely manner. You also agree to promptly pay us an amount equal to all taxes levied or assessed against us based upon products or services you sell or based upon products or services we furnish to you (other than income taxes we pay based on amounts).

6.8 Payment Methods

You must complete our automated clearing house (ACH) authorization form allowing us to electronically debit a bank account you designate ("Franchise Account") for: (i) all fees payable to us under this Franchise Agreement or any other agreement between you and us; and (ii) any other amounts you owe to us or any of our affiliates including, but not limited to, those owed for the purchase of products or services. You must also complete and sign any merchant processing, settlement, withdrawal, or other payment authorization forms that we require, in the form we specify. We will debit your Franchise Account or the merchant processing platform or account we designate for these payments on or after the due date. You must sign and deliver to us any other documents we or your bank or merchant processor may require authorizing us to debit your Franchise Account or the merchant processing platform or account we designate for these amounts. This authorization will remain in effect until we receive your written notice of termination in sufficient time and in a manner that gives us, your bank, and any merchant processor a reasonable opportunity to act on it, and you must notify us of any change to your payment account information at least 30 days before the change becomes effective.

You must cause all revenue generated from operating your Franchised Business to be processed through the merchant processing platform or account we designate, including through our designated point-of-sale platform and through our website if we require, and to be deposited into the Franchise Account or otherwise settled in the manner we require. We may require Royalty and other amounts you owe to us or our affiliates to be withdrawn directly from that merchant processing platform or account before the remaining funds are remitted to your bank account. You must make sufficient funds available for withdrawal from the Franchise Account or designated merchant processing platform or account by electronic transfer before each due date. If any check or electronic payment is unsuccessful due to insufficient funds, stop payment or any similar event, any unpaid amounts you owe will be payable upon demand, together with a non-sufficient funds fee of $100 per occurrence plus interest at the lesser of the

daily equivalent of 18% per year simple interest or the highest rate allowed by law on any late amounts. If we allow you to make any payment to us or our affiliate(s) by credit or debit card for any fee required, we may charge a payment service fee of up to 4% of the total charge. We reserve the right to periodically specify (in the Franchise Operations Manual or otherwise in writing) different required payment methods or payment frequencies for any payment due to us or our affiliates.

6.9 Payment Frequency

We reserve the right to periodically specify (in the Franchise Operations Manual or otherwise in writing) different payment frequencies (for example, weekly/biweekly/monthly payments) for any payment or fee due to us or our affiliates.

6.10 Late Fees

If any sums due under this Franchise Agreement or any other agreement with us or any of our affiliates have not been received by us or the applicable affiliate when due, then, in addition to those sums, you must pay us a "Late Fee" of $100 per occurrence, plus the daily equivalent of 18% per year simple interest or the highest rate allowed by law, whichever is less ("Interest"), on the late amounts. Interest will accrue from the original due date until payment is received in full.

6.11 Application of Payments

We have sole discretion to apply any payments from you to any past due indebtedness of yours or in any other manner we feel appropriate. We are not obligated to follow any instructions you provide for allocation of the payments.

6.12 Adjustments to Fixed Fees

All fees expressed as a fixed dollar amount in this Franchise Agreement are subject to adjustment based on changes to the Consumer Price Index in the United States. We may periodically review and increase these fees based on changes to the Consumer Price Index ("CPI Increase"), but only if the increase to the Consumer Price Index is more than 5% higher than the corresponding Consumer Price Index in effect on: (a) the Effective Date of the Franchise Agreement (for the initial fee adjustments); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). We will notify you of any CPI adjustment at least 60 days before the fee adjustment becomes effective. We will implement no more than one CPI Increase during any calendar year. Additionally unless otherwise indicated, for any fee that is listed as our then-current fee in this Franchise Agreement (separate from the CPI Increase), we reserve the right to increase these fees to the greater of: (a) a maximum of 10% per year, calculated cumulatively each year, meaning that we may compound the increase to include 10% increases that were not implemented in previous years; or (b) the amount of any increases in fees from third parties for the underlying products or services.

7. ESTABLISHING YOUR FRANCHISED BUSINESS

7.1 Opening

You must complete Initial Training and be ready to open your Franchised Business within nine months after signing the Franchise Agreement, unless we agree in writing to a later date. You may not open your Franchised Business before: (i) all required attendees have successfully completed the initial training program to our reasonable satisfaction and within the time period we require; (ii) you purchase all required insurance; (iii) you obtain all required licenses, permits, certificates of occupancy, inspections, and other governmental approvals required to establish, open and operate the Franchised Business; (iv) we provide

our written approval of the construction, buildout, design, appearance, signage, installation, and layout of your Premises; and (v) you receive our written approval.

You, your Responsible Owner, or another representative we approve, and any Operating Manager we require, must complete initial training to our reasonable satisfaction before you open your Franchised Business, as determined by the specific program instructors, before you open your Franchised Business. We will not charge a fee for this assistance for up to three people, so long as all attendees attend the initial training program at the same time. You must begin initial training sufficiently in advance of opening and complete it to our satisfaction before you open your Franchised Business. Initial training is generally scheduled so that it is completed within 30 days before your scheduled opening date. You must pay a $5,000 fee for training each additional person. Initial training classes are held whenever necessary to train new franchisees. You will not receive any compensation or reimbursement for services or expenses for participation in the initial training program. You are responsible for all your expenses to attend any training program, including lodging, transportation, food and similar expenses.

If you believe we have failed to adequately provide pre-opening services or training to you as provided in this Franchise Agreement, you shall notify us in writing within 30 days following the opening of the Franchised Business, specifying the pre-opening services or training you believe were not provided. If you do not provide such notice in a timely manner, it will be viewed as you conclusively acknowledging that all pre-opening and opening services and training required to be provided by us were sufficient and satisfactory in your judgment in all material respects.

7.2 Site Selection

If a suitable Premises has not been agreed upon by the Effective Date, we will provide you, if you request assistance, with advice and general specifications for identifying a suitable location for the Premises. The Premises must conform to our minimum site selection criteria. We must approve the proposed site before you sign a lease for, or purchase, the Premises. In evaluating a proposed site, we may consider such factors as general location and neighborhood, traffic patterns, parking, size, lease terms, income per capita, existence of competitors, and other physical characteristics. Before leasing or purchasing a proposed site, you must send us a complete site report, in the form we specify, containing the demographic, commercial and other information, photographs and videos we may reasonably require for your proposed site. We may require that you obtain a feasibility study for the proposed site at your sole cost. We may approve or disapprove all proposed sites in our discretion. We will have 30 days after we receive all required information and materials to evaluate a proposed site. If we disapprove the proposed site, you must select another site, subject to our consent. After we approve your site, the parties will complete and sign Attachment A-1 to identify the approved location and the Territory, if any. You must only operate the Franchised Business at the location specified in Attachment A-1 and your Franchised Business may not offer products or services from any other location unless we expressly authorize it in writing. You acknowledge that our approval of a site does not constitute a representation or warranty of any kind, express or implied, of the suitability of the site for the Premises or the likelihood of success of the Franchised Business. Our approval of the site indicates only that the site meets our minimum criteria. If you do not locate and obtain our approval of a site acceptable to us within 90 days after the Effective Date, we reserve the right to terminate this Franchise Agreement, and the Initial Franchise Fee will be forfeited. We generally do not own the Premises or lease them to you.

7.3 Lease

If you lease the Premises, you must submit to us, in the form we specify, a description of the site, a proposed copy of the lease and such other information and materials we may reasonably require before signing the lease. We will review the lease agreement for the Premises solely to determine whether its terms contain our required provisions and otherwise meet our minimum standards. You are responsible for

negotiating your own lease, and we do not negotiate the lease on your behalf or provide you with any business, economic, legal or real estate analysis or advice with regard to the lease. At your request, we or our affiliate may, but are not obligated to, consult with you regarding lease negotiations beyond our standard site selection and lease review assistance, and you must reimburse us or our affiliate, as applicable, for the related costs and expenses as provided in Section 6. Any approval of a site or review of a lease by us does not provide any representation or warranty of any kind, express or implied, concerning the terms of the lease or the viability or suitability of the site for the Premises. Your lease must contain our required provisions, which may include the Lease Addendum attached to the Franchise Disclosure Document as Exhibit H or equivalent provisions acceptable to us. You must promptly send us a copy of your fully executed lease and any Lease Addendum for our records. The lease may not be amended, assigned or terminated without our prior written approval. If the landlord terminates the lease for the Premises, or if you otherwise lose the right to possess the Premises, that will constitute a default under this Franchise Agreement.

7.4 Construction

We will provide you with our basic specifications for the design and layout, appearance, and signage for the Premises. You must use an architect, engineer, contractor, and/or other design professional approved by us to prepare and adapt plans, drawings, and site plans for the Premises in accordance with our standards. You are solely responsible for all costs and expenses of design, permitting, construction, remodeling, buildout, code compliance, and related work for the Premises. Before beginning construction or buildout, you must submit your plans, drawings, and site plans to us for our review and approval. After our approval, you must construct, improve, equip, and prepare the Premises, at your sole expense, in accordance with our approved plans, the Franchise Operations Manual, and our System standards, and you must purchase (or lease) and install all equipment, fixtures, furnishings, signs, and other items we require. We may inspect the Premises and the construction or buildout process from time to time and may require reasonable corrections or modifications to ensure compliance with our standards before opening.

7.5 Catastrophe

If your Premises is destroyed or damaged by fire or other casualty or if your Premises is subject to eminent domain during the Term of this Franchise Agreement and the lease for your Premises has at least two years remaining, you will: (i) within 30 days after such destruction or damage of your Premises, commence all repairs and reconstruction necessary to restore the Premises to its condition before such casualty; or (ii) relocate the Premises under the relocation provisions in this Section and the Franchise Operations Manual, and the Term shall be extended for the period from the date the Premises closed due to the destruction or damage until it reopens.

7.6 Use of Premises

You may not use your Premises or permit your Premises to be used for any purpose other than offering the products and services we authorize and you may only offer the products and services we authorize from your Premises.

7.7 Relocation

You may not relocate your Premises without our prior written approval. We may approve or disapprove any proposed relocation in our discretion and in accordance with our then-current site selection policies and procedures. As a condition to any approved relocation, you must: (i) comply with all requirements of this Franchise Agreement and the Franchise Operations Manual regarding relocation and the selection, construction and decoration of your new Premises; (ii) open your new Premises and resume operations within 30 days after closing your prior Premises, or, in the event of a catastrophe affecting the

Premises, within the applicable time periods set forth in the Franchise Operations Manual or otherwise in writing; (iii) pay us our then-current relocation fee, currently $15,000; and (iv) execute such amendment to Attachment A-1 and such other documents as we require, including any modification to the Territory or Delivery Area that we approve or require in connection with the relocation. Upon our approval of the relocation of your Premises, Attachment A-1 shall be updated with the new location and, if applicable, the revised Territory or Delivery Area, and the remainder of this Franchise Agreement shall remain in full force and effect.

8. TRAINING AND CONFERENCES

8.1 Initial Training Program

We will provide our initial training program at no charge for up to three people, so long as all attendees attend the initial training program simultaneously. At least one of those first three attendees must be your Responsible Owner or another representative we require. The initial training program must be completed within 30 days before the date that your Franchised Business is scheduled to open, to our reasonable satisfaction as determined by the instructors for the applicable training program, and before you open your Franchised Business. You or your Responsible Owner, your Operating Manager, and any other representative we require must attend and successfully complete the initial training program. You must pay us our then-current training fee as specified in the Franchise Operations Manual for: (i) each additional person that attends our initial training program before you open; (ii) each additional person that attends after you open your Franchised Business, including any replacement Responsible Owner or Operating Manager; and (iii) any person who must retake training after failing to successfully complete training on a prior attempt. We reserve the right to vary the length and content of the initial training program as we deem appropriate in our sole discretion based on the experience of the attendee. We shall determine the scheduling, exact duration, contents, and manner of the initial training program in our discretion and may delay your attendance until a suitable time near the grand opening date for your Franchised Business. You will not receive any compensation or reimbursement for services or expenses for participation in the initial training program. You are responsible for all expenses incurred by your attendees in connection with attending the initial training program, including wages, lodging, transportation, food and similar expenses. If any training program or assistance is conducted at your Franchised Business, you must reimburse us for the expenses we or our representatives incur in providing that training or assistance.

8.2 Additional Training

We may offer periodic refresher training courses or develop additional training courses. Attendance at these training programs may be optional or mandatory. You may be required to pay the then-current fee for this training as specified in our Franchise Operations Manual. If we travel to your Franchised Business, you will be responsible for our airfare, meals, transportation, costs, lodging and incidental expenses.

8.3 Requested Training

Upon your written request, we may provide additional assistance or training to you at a mutually convenient time. You may be required to pay the then-current fee for this training as specified in our Franchise Operations Manual.

8.4 Remedial Training

If we determine, in our sole discretion, that you are not operating your Franchised Business in compliance with this Franchise Agreement and/or the Franchise Operations Manual, we may require that you, your employees and other designees attend remedial training relevant to your operational deficiencies. You must pay us the then-current training fee as specified in our Franchise Operations Manual.

8.5 Conferences

We may hold periodic national or regional conferences to discuss various business issues and operational and general business concerns affecting The Big Biscuit franchisees. Your Responsible Owner or Operating Manager, and any other representatives we require, must attend any national or regional meeting or conference of franchisees that we designate. Attendance at these conferences may be mandatory as we require. You are responsible for paying our then-current conference fee, if any, for each required attendee, whether or not that attendee actually attends the conference, and for all travel, meals, transportation, lodging and incidental expenses for your attendees.

8.6 Training Expenses

You are solely responsible for all expenses and costs that your trainees incur for all trainings and conferences under this Section, including wages, travel, lodging, food and living expenses. You also agree to reimburse us for all expenses and costs we incur to travel to your Franchised Business under this Section, including travel, food, lodging and living expenses. All training fees and expense reimbursements must be paid to us within 10 days after invoicing.

9. OTHER FRANCHISOR ASSISTANCE

9.1 Franchise Operations Manual

We will lend you our confidential franchise operations manual ("Franchise Operations Manual") in text or electronic form for the Term of this Franchise Agreement. The Franchise Operations Manual will help you establish and operate your Franchised Business in accordance with the System. The information in the Franchise Operations Manual is confidential and proprietary and may not be disclosed to third parties without our prior written approval. The Franchise Operations Manual may be updated and modified throughout the Term, both formally through amendments to the Franchise Operations Manual and informally through email or other written materials we provide to you. You acknowledge that your compliance with the Franchise Operations Manual is vitally important to us and other System franchisees because it is necessary to protect our reputation, the goodwill of the Marks, and maintain the uniform quality of the System.

You agree to establish and operate your Franchised Business strictly in accordance with the Franchise Operations Manual. The Franchise Operations Manual may contain, among other things: (i) a description of the authorized products and services you may offer at your Franchised Business; (ii) mandatory and suggested specifications, operating procedures, and quality standards for goods, products, services, ingredients and menu items that you use or offer at your Franchised Business; (iii) policies and procedures we prescribe from time to time for our franchisees; (iv) mandatory reporting and insurance requirements; (v) policies and procedures pertaining to any gift card program we establish; and (vi) a written list of furniture, fixtures, equipment, products and services (or specifications for such items) you must purchase for the development and operation of your Franchised Business and a list of any designated or approved suppliers for such items. The Franchise Operations Manual establishes and protects our brand standards and the uniformity and quality of the products and services offered by our franchisees. We can modify the Franchise Operations Manual at any time. The modifications will become binding as soon as we send you notice of the modification. All mandatory provisions in the Franchise Operations Manual (whether they are included now or in the future) are binding on you.

While the Franchise Operations Manual is intended to protect our reputation and goodwill of the Marks, you will be responsible for the day-to-day operation of your Franchised Business, and the Franchise Operations Manual is not designed to control the day-to-day operation of the Franchised Business.

9.2 General Guidance

We will, upon reasonable request, provide advice or guidance regarding your Franchised Business's operation based on reports or inspections or communications with you. We will provide reasonable marketing consulting, guidance and support throughout the Term as we deem appropriate. Any advice will be given during our regular business hours and via written materials, electronic media, telephone or other methods, in our discretion. If a visit is provided at your request, you must reimburse us our expenses and pay our then-current training charges.

We maintain a staff to manage and operate the The Big Biscuit System and our staff members can change as employees come and go. We cannot guarantee the continued participation by or employment of any of our shareholders, directors, officers, employees or staff.

9.3 Website

We will maintain a website for Franchised Businesses ("System Website") that will include the information about your Franchised Business we deem appropriate. We will provide a dedicated webpage or other dedicated listing or functionality for your Franchised Business on the System Website or another website or platform we control, and such dedicated presence may include online ordering, menu, location, hours, contact, or other customer-facing functionality that we designate. We may update, modify, or add to the System Website at any time in our sole discretion. We are only required to reference your Franchised Business on the System Website while you are in full compliance with this Franchise Agreement and all System standards. You must promptly notify us whenever any information on your listing changes or is not accurate. We have final approval rights over all content about your Franchised Business on the System Website. We will own the System Website, including any webpages or other digital presence for your Franchised Business, all related functionality, and all related domain names. Any franchisee website or other online presence that we permit for your Franchised Business must be accessed only through the System Website or another website location that we designate.

9.4 Supplier Agreements

We may, but are not required to, negotiate agreements with suppliers to obtain products or services for our franchisees. If we negotiate an agreement, we may arrange for you to purchase the products directly from the supplier. We may receive rebates from these suppliers based on your purchases. We may also purchase certain items from suppliers in bulk and resell them to you, and we or our affiliates may derive revenue, rebates, commissions, or other financial benefits from those arrangements, in each case as permitted by applicable law.

10. MANAGEMENT AND STAFFING

10.1 Owner Participation

If you are an Entity, you must designate an Owner who will be principally responsible for communicating with us about the Franchised Business ("Responsible Owner"). If you are an individual, you are the Responsible Owner. The Responsible Owner must have the authority and responsibility for the day-to-day management and operation of your Franchised Business and must be available to be contacted by us at all reasonable times. You acknowledge that a major requirement for the success of your Franchised Business is the active, continuing and substantial personal involvement in, and hands-on supervision of, the Franchised Business by your Responsible Owner or, if we approve, your Operating Manager. Your Responsible Owner must devote full time and best efforts to the Franchised Business and be actively involved in operating the Franchised Business on a full-time basis, unless we permit you to delegate the day-to-day in-person on-site management and supervision of the Franchised Business to an Operating

Manager. If you appoint a new Responsible Owner, then, in addition to any applicable Transfer Conditions, that person must be acceptable to us, have prior experience performing the requirements of that position, and attend and successfully complete our initial training program at your sole cost and expense before assuming responsibility for the Franchised Business.

10.2 Operating Manager

You may hire a manager to assume the Responsible Owner's responsibility for the daily in-person on-site management and supervision of your Franchised Business ("Operating Manager"), but only if: (i) we approve the Operating Manager; (ii) the Operating Manager has prior experience performing the requirements of that position; and (iii) the Operating Manager successfully completes the initial training program before assuming responsibility for the Franchised Business. We do not require that the Operating Manager have an ownership interest in the legal entity of the franchisee. If you hire a new Operating Manager, the new Operating Manager must be acceptable to us, have prior experience performing the requirements of that position, and attend and successfully complete our initial training program at your sole cost and expense before assuming responsibility for the Franchised Business.

10.3 Staff

You must determine appropriate staffing levels for your Franchised Business to ensure full compliance with this Franchise Agreement and our System standards. You are solely responsible to hire, train and supervise employees or independent contractors to assist you with the proper operation of the Franchised Business. You must pay all wages, commissions, fringe benefits, worker's compensation premiums and payroll taxes (and other withholdings levied or fixed by any city, state or federal governmental agency, or otherwise required by law) due for your employees or as applicable, for your independent contractors. These employees and independent contractors will be your employees or contractors, not ours. We do not control the day-to-day activities of your employees or independent contractors or the manner in which they perform their assigned tasks. You agree to inform each of your employees and independent contractors you are exclusively responsible for supervising their activities and dictating the manner in which they perform their assigned tasks. In this regard, you must use your legal business entity name (not our Marks or a fictitious name) on all employee applications, paystubs, pay checks, employment agreements, consulting agreements, timecards and similar items.

You have sole responsibility and authority for all employment-related decisions, including employee hiring, promotion, firing, hours worked, rates of pay, benefits, work assignments, training and working conditions, compliance with wage and hour requirements, personnel policies, recordkeeping, supervision and discipline. We will not provide you with any advice or guidance on these matters. You must require your employees and independent contractors to review and sign any acknowledgment form we prescribe that explains the nature of the franchise relationship and notifies the employee or independent contractor that you are his or her sole employer. You must also post a conspicuous notice for employees and independent contractors in the back-of-the-house area explaining your franchise relationship with us and that you (not we) are the sole employer. We may prescribe the form and content of this notice. You agree that any direction you receive from us regarding employment/engagement policies should be considered as examples, that you alone are responsible for establishing and implementing your own policies, and that you understand that you should do so in consultation with local legal counsel competent in employment law.

10.4 Assumption of Management

10.4.1 Interim Manager. In order to prevent any interruption of operations which would cause harm to or depreciate the value of the Franchised Business, we have the right, but not the obligation, to step-in and designate an individual or individuals of our choosing ("Interim Manager") for so long as we

deem necessary and practical to temporarily manage your Franchised Business ("Step-In Rights"): (i) if you violate any System standard or provision of this Franchise Agreement and do not cure the failure within the specified time period; (ii) if we determine in our sole judgment that the operation of your Franchised Business is in jeopardy; (iii) if we determine in our sole discretion that operational problems require that we operate your Franchised Business; (iv) if you abandon or fail to actively operate your Franchised Business; (v) upon your Responsible Owner or your Operating Manager's absence, termination, illness, death, incapacity or disability; (vi) if we deem your Responsible Owner or your Operating Manager incapable of operating your Franchised Business; or (vii) upon a "Crisis Management Event" which is defined as any event or series of events that occurs at the Franchised Business that has or may cause harm or injury to customers or employees, or any other circumstance which may damage the System, Marks or image or reputation of the Franchised Business or us or our affiliates. We may establish emergency procedures which may require you to temporarily close the Franchised Business to the public, in which case you agree that we will not be held liable to you for any losses or costs. You agree to notify us immediately by telephone and email upon the occurrence of a Crisis Management Event.

10.4.2 Step-In Rights. If we exercise the Step-In Rights: (i) you agree to pay us, in addition to all other amounts due under this Franchise Agreement, our then-current "Management Fee" (currently equal to $250 per day per Interim Manager that manages your Franchised Business), plus the Interim Manager's direct out-of-pocket costs and expenses; (ii) all monies from the operation of your Franchised Business during such period of operation shall be kept in a separate account, and the expenses of the Franchised Business, including compensation and direct out-of-pocket costs and expenses for the Interim Manager, shall be charged to said account; (iii) you acknowledge and agree that the Interim Manager will have a duty to utilize only reasonable efforts, and will not be liable to you or your Owners for any debts, losses, or obligations your Franchised Business incurs, or to any of your creditors for any supplies, products, or other assets or services your Franchised Business purchases, while Interim Manager manages it; (iv) the Interim Manager will have no liability to you except to the extent directly caused by its gross negligence or willful misconduct. We will have no liability to you for the activities of an Interim Manager unless we are grossly negligent in appointing the Interim Manager, and you will indemnify and hold us harmless for and against any of the Interim Manager's acts or omissions in operating the Franchised Business; and (v) you agree to pay all of our reasonable attorney fees, accountant's fees, and other professional fees and costs incurred as a consequence of our exercise of the Step-In Rights.

Nothing contained herein shall prevent us from exercising any other right which we may have under this Franchise Agreement, including, without limitation, termination.

11. BRAND FUND

The Brand Fund is used to promote public awareness of our brand and to improve our System. You are required to pay the Brand Fund Contribution. The Brand Fund may be administered by us or our affiliate or designees, at our discretion. We may use the Brand Fund for any expenditure that we, in our sole discretion, deem necessary or appropriate to promote or improve the System or the The Big Biscuit brand.

To illustrate, these may include, but are not limited to, the following: (i) developing, maintaining, administering, directing, preparing or reviewing advertising and marketing materials, promotions and programs, including social media management; (ii) raising public awareness of any of the Marks; (iii) improving public and consumer relations and publicity; (iv) brand development; (v) research and development of technology, products and services; (vi) website development (including social media) and search engine optimization; (vii) development and implementation of quality control programs and other reputation management functions; (viii) conducting market research; (ix) changes and improvements to the System; (x) covering the fees and expenses of any advertising agency we engage to assist in producing or conducting advertising or marketing efforts; (xi) paying the proportionate salary share of our employees that devote time and provide services for advertising, promotion, collection, accounting or administration

of the Brand Fund; (xii) preparing and distributing financial accountings of the Brand Fund; (xiii) developing training tools; and (xiv) paying our and our affiliates' expenses associated with direct or indirect labor, administrative, overhead, or other expenses incurred in relation to any of these activities.

We have sole discretion in determining the content, concepts, materials, media, endorsements, frequency, placement, location, and all other matters pertaining to any of the previously listed activities. Any surplus amounts in the Brand Fund may be invested. Any unused funds collected in any calendar year will be applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the Brand Fund on any terms we deem reasonable. The Brand Fund is not a trust, and we have no fiduciary obligations to you regarding our administration of the Brand Fund. An unaudited financial accounting of the operations of the Brand Fund, including deposits into and disbursements from the Brand Fund, will be prepared annually and provided to you upon written request.

We do not ensure that our expenditures from the Brand Fund in a particular geographic area are proportionate or equivalent to the Brand Fund Contribution by our franchisees operating in that geographic area or that any of our franchisees benefit directly or in proportion to their Brand Fund Contribution. We reserve the right to change, merge, re-form or dissolve the Brand Fund in our discretion. We will not use the Brand Fund for advertising principally for the solicitation and sale of franchises, but we reserve the right to include a notation in any advertisement or website indicating "franchises available" or similar phrasing. We may, upon 30 days' prior written notice to you, reduce or suspend the Brand Fund Contribution and operations for one or more periods of any length and terminate and/or reinstate the Brand Fund. We will spend all amounts before any termination of the Brand Fund.

12. FRANCHISEE MARKETING AND ADVERTISING

12.1 Standards

All advertisements and promotions you create or use must be completely factual, conform to the highest standards of ethical advertising, comply with all applicable federal, state and local laws, rules and regulations, and comply with our standards and specifications in the Franchise Operations Manual. You must ensure that your advertisements and promotional materials do not infringe upon the intellectual property or legal rights of others.

12.2 Promotional Programs

We may periodically create advertising, marketing and sales promotion programs and materials to enhance the collective success of all The Big Biscuit franchisees operating under the System. You must participate in all rebates, giveaways, advertising, marketing, and sales promotion programs in accordance with the terms and conditions that we specify, at your sole cost and expense, so long as your compliance does not contravene applicable law, rule, or regulation. You must honor rebates, giveaways, and other promotions issued by other The Big Biscuit franchisees under any such program, including any authorized gift cards, certificates, and loyalty program benefits, in accordance with provisions of this Franchise Agreement, the Franchise Operations Manual, and our other written standards. You may not issue coupons or discounts of any type, except as we approve in writing. These promotional programs may require that you offer products or services for sale at no charge or discounted rates. We may also require that you purchase and use advertisements and promotional materials we designate for your Franchised Business.

12.3 Marketing Materials

You must order any sales and marketing material from us, or our designated suppliers (which may be an affiliate), that we require. We may create advertising and other marketing materials available, and make these available to you. We may charge you for these materials. We may make these materials available over the Internet (in which case you must arrange for printing the materials and paying all printing

costs). We may also enter into relationships with third party suppliers who will create the advertising or marketing materials for your purchase.

12.4 Approval

We must approve all advertising and promotional materials that we did not prepare or previously approve, including materials that we prepared or approved and that you modify, before you use them, including but not limited to grand opening advertising, local advertising, online advertising, and any other advertising or promotional materials. You must submit to us all information and materials that we request. We will review your request and respond in writing within 15 days after we receive all requested information and materials. Our approval may be granted or withheld in our sole discretion. We will be deemed to have disapproved the materials if we fail to issue our approval within 15 days after receipt of all requested information and materials. You may not use any advertising or promotional materials that we have disapproved, including materials that we previously approved and later disapproved. If you utilize any advertising that we have not approved, we may assess a fee of $500 for each use of the unauthorized advertising, payable to us or, if established, the Brand Fund.

12.5 Grand Opening Advertising

You must spend at least $2,500 on approved grand opening marketing, advertising and promotion for your Franchised Business ("Grand Opening Program") during the period beginning 30 days before the opening of your Franchised Business and ending 90 days after the date on which your Franchised Business opens for business. We will provide you with materials and consultation in connection with your Grand Opening Program. You agree to provide us with an accounting (in the form prescribed by us) of your expenditures for grand opening marketing, advertising and promotion upon our request. All expenditures for grand opening marketing, advertising and promotion will be in addition to your other marketing, advertising and promotion obligations under the Franchise Agreement.

12.6 Local Advertising Requirement

In addition to your required Brand Fund Contribution, we do not currently require you to conduct any local advertising for your Franchised Business. However, upon at least 60 days' prior written notice, we may require you to spend up to 2% of Gross Sales on local advertising for your Franchised Business ("Local Advertising Requirement"). We will measure your compliance with this requirement on a rolling 3-month basis, meaning that if your average monthly expenditure on local advertising over any 3-month period equals or exceeds the minimum monthly amount we specify, you will be deemed in compliance even if your expenditure in any given month is less than the minimum monthly amount we specify. If you fail to spend the Local Advertising Requirement for any applicable 3-month period, you will be required to pay the difference between the amount you spent and your Local Advertising Requirement for the applicable 3-month period to us, or if established, the Brand Fund. Any local advertising that you conduct must comply with this Franchise Agreement, the Franchise Operations Manual, and any standards or requirements that we specify.

12.7 Online Advertising

You may not maintain a separate website, conduct e-commerce, establish an account or otherwise participate in any social networking site, blog, crowdfunding campaign, or other online platform, mention or discuss your Franchised Business, us, or any of our affiliates online, or offer, advertise, market, or sell your products or services through any online discount, deal, or third-party promotional program or platform, except as expressly permitted by our online policy contained in the Franchise Operations Manual or otherwise approved by us in writing, which approval we may grant, withhold, condition, or revoke at any time in our sole discretion. If you wish to utilize social media or advertise online, you must follow our

online policy contained in the Franchise Operations Manual. Our online policy may change as technology and the Internet change. Any website we permit you to establish will be subject to all of your marketing and advertising requirements under this Franchise Agreement and the Franchise Operations Manual, our online policy, or otherwise provided in writing. We may require that you utilize our designated supplier for social media marketing services, at your expense. You may not use the Marks in any fundraising campaign, including crowdfunding. We may restrict your use of social media. We restrict your ability to independently market on the Internet, and we may not allow you to use any domain name, address, locator, link, metatag or search technique with words or symbols similar to the Marks. Any website or online presence that we permit for your Franchised Business must be accessed only through the home page or other website location that we designate.

12.8 Advertising Cooperative

You must participate in any advertising cooperative that we require for the purpose of creating and/or purchasing advertising programs for the benefit of all franchisees operating within a particular region. Members of the cooperative will be responsible for administering the cooperative, including determining the amount of contributions from each member. We may require that each cooperative operate with governing documents and prepare annual unaudited financial statements. We may form, change, dissolve or merge any advertising cooperative. Your participation in any cooperative must be in compliance with the provisions of the Franchise Operations Manual, which we may periodically modify at our discretion. We have the right to determine the composition of all geographic territories and market areas for each advertising cooperative. Franchisees in each cooperative will contribute an amount to the cooperative for each Franchised Business that the franchisee owns that exists within any cooperative's geographic area. Each The Big Biscuit business we own that exists within the cooperative's area will contribute to the cooperative on the same basis as franchisees.

12.9 Advisory Council

We may form, change, merge or dissolve an advisory council ("Council") at any time, in our sole discretion, to advise us on advertising policies and to promote communications between us and all franchisees. Any such Council will be governed by bylaws that will specify that members of the Council will consist of both franchisees and franchisor representatives and will specify how members are selected, subject to any changes to such bylaws or structure we deem necessary in our sole discretion. Any Council will serve in an advisory capacity only. We may grant the Council any operational or decision-making powers we deem appropriate.

13. BRAND STANDARDS

13.1 Generally

You agree to operate your Franchised Business: (i) in a manner that will promote the goodwill of the Marks; and (ii) in full compliance with our standards and all other terms of this Franchise Agreement and the Franchise Operations Manual. Any required standards exist to protect our interests in the System and the Marks, and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be in the Franchise Operations Manual or other written materials and may be periodically modified over the Term. To protect our interests in the System and Marks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

13.2 Authorized Products and Services

The products or services offered by the Franchised Business are subject to change and we do not represent that your Franchised Business will always be permitted or required to offer all of the products or services currently offered. You agree to offer all products and services we require from time to time. You may sell or offer for sale only those products and services that we authorize in the Franchise Operations Manual or otherwise in writing, and only in the manner we authorize. You must comply with all standards, specifications, policies, and procedures we establish from time to time regarding the products and services offered by the Franchised Business. You may not offer any other products or services at your Franchised Business without our prior written permission. We may, without obligation to do so, add, modify, or delete authorized products and services, and you must do the same upon notice from us. You may incur additional expenses to offer new or remove products or services. Our addition, modification, or deletion of one or more products or services will not constitute a termination of this Franchise Agreement. You will not enter into any agreements with any third parties that can process orders for you on your behalf without our express written permission, which we may revoke at any time, in our sole discretion. You may not sell or offer products or services through any other channel of distribution, platform or program that we have not authorized, including any online, Internet, mail order, wholesale, third-party deal, discount, promotional or similar program, except as we expressly permit in the Franchise Operations Manual or otherwise in writing. We may, but are not required to, create The Big Biscuit proprietary products or services for use in the System. Any proprietary products, services, or other offerings we create will be subject to the Franchise Operations Manual and our other written standards, and you may offer them only if and as we authorize.

13.3 Suppliers and Purchasing

You agree to purchase or lease all products, supplies, equipment, services, and other items specified in the Franchise Operations Manual or as otherwise directed by us in writing that are required to establish, operate, maintain and update your Franchised Business in accordance with the System and our specifications. You agree to maintain an adequate inventory of all items in accordance with the Franchise Operations Manual and to purchase, install, maintain in sufficient supply and use only those fixtures, furnishings, equipment, signs and supplies that conform to our standards and specifications. If required by the Franchise Operations Manual or otherwise in writing, you agree to purchase or lease certain products and services only from suppliers designated or approved by us (which may include, or be limited exclusively to, us or our affiliates). You acknowledge that our right to specify the suppliers you may use and add or remove suppliers is necessary and desirable. This right allows us to control the uniformity and quality of products and services used, sold or distributed in connection with the development and ongoing operation of your Franchised Business, maintain the confidentiality of our trade secrets, obtain discounted prices for our franchisees if we choose to do so, and protect the reputation and goodwill associated with the System and the Marks. If we receive rebates or other financial consideration from these suppliers based upon your purchases or any other of our franchisee's purchases, we have no obligation to pass these amounts on to you or to use them for your benefit. If we do not require you to use a designated source or approved supplier for a particular item, you may purchase the item from any vendor you choose so long as your purchases conform to our System and specifications. We may restrict the sourcing of current and future items.

If you wish to purchase any items or supplies from a supplier we have not approved or wish to offer any new product or service we have not authorized in writing, you must send us a written notice specifying the supplier's name and qualifications or product or service information and provide any additional information, specifications, materials, and samples we request. We will approve or reject your request within 60 days after we receive your notice and all additional information (and samples) that we require. We will use commercially reasonable efforts to notify you within that 60-day period whether you are authorized to purchase or lease the product or service from that supplier or provider. If we fail to issue our approval within the 60-day period, it will have the same effect as a rejection of the request. You must

reimburse us for all costs and expenses we incur in reviewing a proposed supplier, product, or service within 10 days of our invoice. We reserve the right to charge a fee to evaluate the proposed supplier, product, or service. In evaluating a proposed supplier, we may consider such factors as quality of services, production and delivery capability, proximity to Franchised Businesses to ensure timely deliveries of the products or services, dependability, and other factors we deem relevant. We may require the supplier to sign our then-current supplier agreement. We may periodically re-inspect approved suppliers' facilities and products. We may revoke approval of any supplier, product or service that does not continue to meet our specifications, upon written notice to you, in our sole discretion in which case you must stop purchasing from such supplier or offering such product or service upon our written notice.

13.4 Equipment Maintenance and Changes

You agree to keep any equipment used in the operation of your Franchised Business in good condition and promptly replace or repair any equipment that is damaged, worn out or obsolete. You must maintain all equipment, fixtures, furnishings, systems and other items used in the operation of your Franchised Business in accordance with the Franchise Operations Manual and our then-current standards and specifications. We may require that you add new equipment or change, upgrade or replace your equipment, which may require you to make additional investments. You must comply with any such requirement within the time period we reasonably designate, at your sole cost and expense. You acknowledge that our ability to require franchisees to make significant changes to their equipment is critical to our ability to administer and change the System, and you agree to comply with any such required change within a reasonable time period designated by us.

13.5 Hours of Operation

You must keep your Franchised Business open for the minimum hours and minimum days of operation as specified in the Franchise Operations Manual, which may change over the Term. Your Franchised Business must be open during the days and times required by the Franchise Operations Manual or otherwise designated by us in writing, unless we approve a different schedule or a temporary closure. We may establish, modify and require compliance with specific hours, days, seasonal schedules, holiday schedules, special event schedules and other operating schedules for the Franchised Business. We may require you to establish specific hours of operation and submit those hours to us for approval.

13.6 Customer Issues

You acknowledge the importance to the System and uniform standards of quality, service and customer satisfaction, and recognize the necessity of opening and operating a Franchised Business in conformity with the System. You agree to manage the Franchised Business in an ethical and honorable manner, and ensure that all those working at the Franchised Business provide courteous and professional service to customers. If you receive a customer complaint, you must promptly follow the complaint resolution process we specify to protect the goodwill associated with the Marks. Also, if we are contacted by a customer of your Franchised Business who wishes to lodge a complaint, we reserve the right to address the customer's complaint to preserve goodwill and prevent damage to the Marks. Our right to address complaints may include refunding money to a dissatisfied customer, in which case you must reimburse us for these amounts including the value of any gift card, refund or other value we provide to the customer as part of addressing the issue.

We may contact any customer of your Franchised Business at any time for any purpose. We, or our authorized representative, shall have the right, during regular business hours, or at such other times as we may mutually agree upon, to inspect all customer lists and documents and records related to the Franchised Business. Upon reasonable request, you must furnish to us, in whatever format we require, all customer information and records for the Franchised Business, both active and inactive, including names, addresses,

telephone numbers and email addresses of such customers (the "Customer List"). Subject to applicable law, all customer-related data, the Customer List, and other data generated in connection with the Franchised Business are and will be owned exclusively by us, and we license your use of that data back to you, at no additional charge, solely during the Term and solely for use in operating the Franchised Business in compliance with this Franchise Agreement, the Franchise Operations Manual, our privacy and data security requirements, and applicable law. You may not sell, disclose, distribute, or otherwise use the Customer List or other customer-related data except as we authorize in writing or as required by law.

13.7 Standards Compliance

You acknowledge the importance of the System and every standard, specification, and operating procedures to the reputation and integrity of the System and the goodwill associated with the Marks. You agree to operate the Franchised Business in strict compliance with this Agreement, the Franchise Operations Manual, and all other standards, specifications, policies and procedures that we establish or modify from time to time. We may modify the Franchise Operations Manual and our standards, specifications, policies and procedures in our discretion, and you must comply with those modifications within the time period we specify.

13.8 Payment Vendors and Data Security

You agree to maintain, at all times, credit card relationships with the credit and debit card issuers or sponsors, check or credit verification services, financial center services, payment providers, merchant service providers, loyalty and gift cards, and electronic fund transfer systems (together, "Payment Vendors") that we may periodically designate as mandatory. The term "Payment Vendors" includes, among other things, companies that provide services for electronic payment. You agree not to use any Payment Vendor for which we have not given you our prior written approval or to which we have revoked our earlier approval. We may modify our requirements and designate additional approved or required methods of payment and vendors for processing such payments, and revoke our approval of any service provider. You must use only the payment methods, merchant processing platforms, accounts, and Payment Vendors that we designate or approve from time to time, and you must accept all payment methods that we require. You must execute and deliver all authorizations and other documents we require in connection with those arrangements, including any authorization permitting us or our affiliates to withdraw Royalties and other amounts due to us or our affiliates directly from designated merchant processing platforms or accounts, or by EFT or other similar means. You agree to comply with the then-current Payment Card Industry Data Security Standards as those standards may be revised and modified by the PCI Security Standards Council, LLC, or any successor organization or standards we may reasonably specify. You agree to implement the enhancements, security requirements, and other standards that PCI Security Standards Council, LLC (or its successor) requires of a merchant that accepts payment by credit and/or debit cards or electronic payments. You must also comply with all applicable federal, state and local laws and requirements relating to privacy, data security, and the collection, storage, use, transmission and disposal of personal information and payment card data.

13.9 Gift Cards, Certificates and Loyalty Programs

You must participate, at your expense, in any gift card, certificate or loyalty program that we establish or require, and you must comply with the policies and procedures for those programs in the Franchise Operations Manual and our other written standards. You must make our authorized gift cards, certificates and loyalty program benefits available for sale, acceptance, redemption and honoring at your Franchised Business as we require, and you must accept them as payment to the extent we require. You will not create or issue any gift cards or certificates, and you will only sell gift cards or certificates authorized by us and

accepted at your Franchised Business. You will not create, issue, sell or redeem any loyalty program except as we authorize.

13.10 Privacy

You agree to comply with all applicable federal, state and local laws relating to the privacy, security, collection, use, storage, transmission, disclosure and disposal of customer, employee, transactional and other personal information ("Privacy Laws"). You agree that you are responsible for determining and ensuring that your Franchised Business is in compliance with Privacy Laws, which may vary depending on the location of your Franchised Business. You also agree to comply with our standards and policies and the Franchise Operations Manual pertaining to Privacy Laws. You agree to inform us of any conflict between our standards and policies and any local or state Privacy Laws that govern your Franchised Business and ensure that your conduct complies with all those local or state Privacy Laws and other applicable Privacy Laws.

13.11 Remodeling

You agree to remodel and make all improvements and alterations to your Franchised Business and the Premises we reasonably require from time to time to reflect our then-current image, appearance, layout, design, décor, signage, and Premises specifications and to comply with the Franchise Operations Manual and our System standards. There is no limitation on the cost of any remodeling that we may require. You will not cause or allow any furnishings, fixtures, equipment, signs, décor, ATM machines, vending machines, video games, juke boxes, public telephone, or other type of vending machines or other items affecting the appearance, use or operation of the Premises to be installed on the Premises without our prior approval. We may establish requirements regarding the timing, scope and manner of any remodeling, improvement or alteration, and you must complete the required work at your sole cost and expense in accordance with those requirements. However, we will not be required to approve any proposed remodeling or alteration that does not conform to our then-current standards, specifications, or image requirements. You agree to complete any remodel of the Premises within nine months after receiving our written request specifying the requirements, or within such other period as we may reasonably specify in writing.

13.12 Mystery Shopper

At any time, we reserve the right to engage the services of one or more mystery shoppers or quality assurance inspection firms who will inspect your Franchised Business for quality control purposes. These inspections may address a variety of issues, including, but not limited to, customer service, food safety, cleanliness, safety, sanitation, maintenance, brand presentation, compliance with System standards, inventory rotation, and the overall customer experience. You agree to fully cooperate with any such inspection and to promptly address any deficiencies we identify.

13.13 Premises Maintenance

You agree to maintain your Premises in good order and condition, reasonable wear and tear excepted, and make all necessary repairs, including replacements, renewals and alterations at your sole expense, to comply with our standards and specifications and the Franchise Operations Manual. Without limiting these obligations, you agree to take the following actions at your sole expense: (i) thorough cleaning, repainting and redecorating of the interior and exterior of the Premises at the intervals we may prescribe (or at such earlier times as we determine are required or advisable); and (ii) interior and exterior repair of the Premises as needed. You agree to comply with any maintenance, cleaning, or facility upkeep schedule we prescribe from time to time and to maintain the Premises, including all fixtures, furnishings, equipment, signs, décor and customer areas, in a clean, safe and attractive condition consistent with the image of the System.

13.14 Off-Premises Services

You must follow our delivery and catering policies and procedures in our Franchise Operations Manual, which may require you to provide Off-Premises Services and/or utilize certain third-party delivery services approved by us. You may be limited to offering Off-Premises Services in a non-exclusive geographic area (the "Delivery Area"). You acknowledge that the Delivery Area may not be consistent in any way with the geographic limits of the Territory. We may expand, contract, or eliminate any Delivery Area provided to you. We may require you to discontinue Off-Premises Services at any time in our sole discretion. Your failure to abide by the policies and procedures established from time to time by us in regard to Off-Premises Services shall be a default under this Franchise Agreement. Without limiting our rights in the event of such a default, we shall be permitted to maintain acceptable guest experience levels consistent with our then-current System standards, and to temporarily or permanently suspend you from providing Off-Premises Services. We may permit other franchisees or third parties to provide Off-Premises Services in your Territory or Delivery Area without compensating you for such services. You may be required to use the third-party delivery service(s) with which we have a national contract or other agreement, and you may be restricted from contracting with any other delivery providers or platform without our written approval. Our delivery and catering policies and procedures in our Franchise Operations Manual shall be subject to change at any time. You must execute all documents required by us relating to your participation in Off-Premises Services. You are responsible for all fees and charges levied by us or our affiliates or any designated third-party supplier for your participation in the Off-Premises Services.

14. TECHNOLOGY

14.1 Technology

You must utilize the technology, including software, computer hardware and components, point of sale system, cash register(s), communication equipment, online ordering systems, mobile ordering systems if we require them, payment processing systems, security systems, phones, music services, employee scheduling and shift/task management systems, inventory solutions, and other related accessories or peripheral equipment (collectively, "Technology") that we require for the operation of your Franchised Business. This Technology may include the point-of-sale, online ordering, mobile ordering, and merchant processing software platforms that we designate from time to time for all sales entry, payment processing, and revenue collection, including through our website or other digital channels we control. You must obtain and use the computer hardware, software licenses, maintenance and support services, payment processing services, and other related services that meet our specifications from the suppliers we specify or approve. You must record all Gross Sales through the Technology in the manner we require and must store and report data and information through the Technology in the manner we specify. All items sold by your Franchised Business must be entered into the point-of-sale system or other Technology that we designate, and you must store and report the data and information we designate in the manner we specify. We may change the Technology you must use for your Franchised Business at any time. You will utilize the Technology in connection with the Franchised Business under our policies and procedures in the Franchise Operations Manual and our other written standards. You must pay the Technology Fee, if any, for certain Technology products and services used in the operation of your Franchised Business, and you must pay the then-current fees charged by approved suppliers for other required Technology and related services. You agree, at your expense, to obtain and use any approved or designated supplier we require for other required Technology and for any technology business solutions that support the operation and efficiency of the Franchised Business, including phone systems, security systems, scheduling software, employee shift/task management software, inventory solutions, music services, and any other solutions we may require from time to time in the Franchise Operations Manual or otherwise in writing. We may change or add approved suppliers, designated platforms, systems, and service providers of this Technology at any time, in our sole discretion. You will, at your expense, purchase and maintain any required communication services, Internet

services, including the requirement to maintain a high-speed Internet connection, dedicated telephone and power lines, and other utilities and connectivity that we require for the Technology. You must also maintain the communication systems, email addresses, accounts, credentials, and other technology-related arrangements that we require from time to time under the Franchise Operations Manual or otherwise in writing, and you must promptly provide us with updated information for them upon request. You acknowledge and agree that changes to Technology are dynamic and not predictable within the Term of this Franchise Agreement. To provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we may establish, in writing, new or modified standards for implementing Technology in the System and you agree to comply with those standards we establish as if we periodically revised this Section for that purpose. You will keep the Technology in good maintenance and repair, and you will promptly install, at your expense, any additions, changes, modifications or substitutions to Technology, as we may specify periodically. There is no limitation on the frequency and cost of your obligation to maintain, update or upgrade your Technology or its components. We are not obligated to provide you with any ongoing maintenance, repairs, upgrades, updates or support for the Technology, and you must arrange for all installation, maintenance, repairs, support, updates and upgrades at your sole cost and expense, except to the extent we expressly agree otherwise in writing. You acknowledge that you are solely responsible for protecting your Franchised Business from computer viruses, bugs, failures, data breaches and attacks by hackers and other unauthorized intruders in the Technology, and for complying with PCI and all applicable federal, state, and local laws governing the privacy, security, collection, use, storage, and disposal of personal information.

14.2 Proprietary Software

We may also develop proprietary software or technology that must be used by The Big Biscuit franchisees. If this occurs, you agree to execute and comply with any license agreement, end-user agreement, or other written terms and conditions that we, our affiliate, or a third-party licensor require, and to pay us, our affiliate, or the applicable third-party licensor the then-current licensing, subscription, support, maintenance, usage, and other fees that apply. Those fees may be included in the Technology Fee or charged separately, as we specify. The license agreement will govern the terms under which you may utilize this software or technology. We also reserve the right to enter into a master software or technology license agreement with a third-party licensor and then sublicense the software or technology to you, in which case we may charge you for all amounts we must pay to the licensor based on your use of the software or technology, including any increases imposed by the licensor and any fees associated with upgrades, modifications, or additional technology solutions.

14.3 Our Access

You will provide any assistance we require to connect to the Technology and to access any software, systems, electronic information, and data relating to your Franchised Business. We will have the right at any time to retrieve data and other information from your Technology as we, in our sole discretion, deem necessary or desirable. We and our designees may independently access, collect, retrieve, and use electronic information and data relating to your Franchised Business in any manner, including to promote the System and the offer and sale of franchises, and may post financial information regarding your Franchised Business on an intranet or other system-wide platform. You shall ensure that we have access at all times to any Technology we request, at your cost. You must provide us with any and all requested codes, passwords and information necessary to access your Technology. You must obtain our prior written consent before materially changing such codes, passwords and other necessary information and you must submit to us any new codes, passwords and other necessary information immediately upon changing the same. Subject to applicable law, you must provide us access to all software and to the video cameras in your Franchised Business upon our request, whether remotely, at the Franchised Business, or from any other location.

15. TRANSFER BY US

Subject to any applicable State Addendum and applicable law, this Franchise Agreement is fully assignable by us (without prior notice to you) and shall inure to the benefit of any assignee(s) or other legal successor(s) to our interest in this Franchise Agreement and we shall only remain responsible and liable for the performance of our obligations under this Franchise Agreement up to the effective date of the assignment. You agree to accept and continue the performance of this Franchise Agreement with any assignee(s) or other legal successor(s) to our interest and recognize and agree that the assignee(s) or other legal successor(s) shall be entitled to all rights and benefits as if it were the original franchisor under this Franchise Agreement. We may also delegate some or all of our obligations under this Franchise Agreement to one or more designees without assigning this Franchise Agreement.

Subject to any applicable State Addendum and applicable law, we may change our ownership or form and/or assign this Franchise Agreement and any other agreement to a third party without restriction. After our assignment of this Franchise Agreement to a third party who expressly assumes the obligations under this Franchise Agreement, we no longer will have any performance or other obligations under this Franchise Agreement.

16. TRANSFER BY YOU

16.1 Approval

For purposes of this Franchise Agreement, "Transfer" means any direct or indirect, voluntary or involuntary sale, assignment, conveyance, gift, pledge, encumbrance, merger, consolidation, issuance of equity, admission of a new owner, change of control, or other transfer or disposition of (i) the Franchise Agreement, the Franchised Business (or any portion thereof), or a direct or indirect ownership interest in an Entity that is the franchisee (or any interest therein), including by merger or consolidation, by issuance of additional securities representing an ownership interest in the Entity that is the franchisee, or by operation of law, will or a trust upon the death of an Owner (including the laws of intestate succession); or (ii) the power to control or direct you if you are an Entity. For the avoidance of doubt, a change of control includes any direct or indirect change in the ability to control or direct you, including through a change in the governance, trusteeship, or control of any trust or other entity that directly or indirectly owns an interest in you.

Neither you nor any Owner may engage in any Transfer without our prior written approval. Any Transfer without our approval shall be void and constitute a material breach of this Franchise Agreement. Our consent to a Transfer shall not constitute a waiver of any claims we may have against you or the Owners, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of the Franchise Agreement by the transferee.

16.2 Our Right of First Refusal

If you or an Owner desire to engage in a Transfer, you or the Owner, as applicable, must obtain a bona-fide, signed written offer from the fully disclosed purchaser and submit an exact copy of the offer and all related agreements and documents to us. We will have 30 days after receipt of the offer and all related agreements and documents to decide whether we will purchase the Franchised Business or the interest proposed to be Transferred (our "Right of First Refusal"). If we notify you that we intend to purchase the Franchised Business or such interest within such 30-day period, you or the Owner, as applicable, must sell the Franchised Business or such interest to us on the same terms as contained in the offer you received; provided that we may substitute cash for any non-cash form of payment proposed in the offer.

We will have such additional time as is reasonably necessary to complete the closing and obtain the customary closing deliverables. You agree to provide us with all information and records we request about

the Franchised Business, and to deliver the customary representations, warranties, covenants, instruments and other closing documents reasonably required to complete the transaction. If we do not exercise our Right of First Refusal, you or the Owner, as applicable, may complete the Transfer to the purchaser pursuant to and on the terms of the offer, subject to the requirements of this Section (including our approval of the transferee). However, if the sale to the purchaser is not completed within 120 days after your receipt of the offer, or there is a material change in the terms of the sale, we will again have the Right of First Refusal specified in this Section. If there is any change to the terms of the sale after you submit the bona-fide, signed written offer, then you acknowledge and agree that our Right of First Refusal will restart and you must submit the new written offer to us and you further agree that the Transfer cannot be completed until you have done so.

Our Right of First Refusal is fully transferable by us to any affiliate or third party.

16.3 Transfer Conditions

We will not unreasonably withhold our approval of any proposed Transfer; provided that the following conditions are all satisfied ("Transfer Conditions"):

16.3.1 Written Notice. You have provided us with written notice of the proposed Transfer at least 45 days before the transaction. You must also submit a copy of the proposed purchase agreement together with all supporting documents and schedules between you and the proposed transferee to us for our review to ensure that the Transfer does not violate any term of this Franchise Agreement , together with any other information and documents we reasonably request regarding the proposed Transfer and the proposed transferee.

16.3.2 Qualified Transferee. The proposed transferee meets our then-current reasonable qualifications and standards for new franchisees and transferees, is not a competitor of ours or our affiliates, and is, in our reasonable business judgment, of good moral character and has sufficient business experience, aptitude and financial resources to own and operate the Franchised Business. If the proposed transferee is an Entity, the proposed transferee's Owners, Responsible Owner and any Operating Manager must also satisfy our then-current reasonable qualifications and standards. The purchase price and terms of the proposed Transfer must not be so burdensome to the prospective transferee as to impair or threaten the future operation of the Franchised Business.

16.3.3 Monetary Obligations. All of your monetary obligations to us and our affiliates have been paid in full and you and the Owners are in full compliance with the terms of this Franchise Agreement and all other agreements with us or our affiliate(s), and all defaults have been cured.

16.3.4 Training. The transferee has (or if the transferee is an Entity, its approved Responsible Owner and any Operating Manager have) successfully completed, or made arrangements to attend, the initial training program to our reasonable satisfaction and has paid our then-current training fees, if any, for each additional person we require to attend training.

16.3.5 Licenses and Permits. The transferee and its owners, to the extent necessary, have obtained all licenses and permits required by applicable law to own and operate the Franchised Business.

16.3.6 New Franchise Agreement. The proposed transferee has received our then-current franchise disclosure document, if and to the extent required by applicable law. You agree that we will not be liable for any representations that you or your Owners make that are inconsistent with such franchise disclosure document. The transferee and its owners sign our then-current form of franchise agreement and related documents, including, but not limited to, our then-current form of Franchise Owner Agreement or other guaranty and any other agreements we then require of new franchisees and their owners unless we, in

our sole discretion, instruct you to assign this Franchise Agreement to the transferee, except that: (i) the Term and successor term(s) shall be the unexpired portion of the Term and successor term(s) remaining under this Franchise Agreement; and (ii) the transferee does not need to pay a separate initial franchise fee.

16.3.7 Transfer Fee. You pay us a transfer fee of 50% of the then-current Initial Franchise Fee ("Transfer Fee"). If we are not offering The Big Biscuit franchises at the time of your Transfer, the Transfer Fee will be 50% of the initial franchise fee listed in the most recent franchise disclosure document. You will pay the Transfer Fee to us as follows: (i) $1,000 non-refundable deposit at the time of your transfer application request; and (ii) the remaining balance shall be due at or before the time you complete the approved Transfer.

16.3.8 General Release. Subject to any applicable State Addendum and applicable law, you and each of your Owners must sign a general release in the form we prescribe for all known and unknown claims against us, our affiliates and subsidiaries, and our and their respective members, officers, directors, agents and employees, arising before or contemporaneously with the Transfer. If the proposed transferee has any previous relationship with us or our affiliates, then the proposed transferee must also execute a general release, subject to any applicable State Addendum and applicable law.

16.3.9 Right of First Refusal. We do not elect to exercise our Right of First Refusal.

16.3.10 Subordination. We may, in our sole discretion, require you to enter into an agreement with us to subordinate the transferee's obligations to you to the transferee's financial obligations owed to us under the Franchise Agreement , in a form we prescribe.

16.3.11 Broker Costs. You must pay our actual costs for any brokerage commissions, finder's fees, or similar charges that we incur or become obligated to pay as a result of the Transfer.

16.3.12 Premises. Your landlord consents to your assignment of the lease for the Premises to the transferee.

16.3.13 Remodel. You must remodel your Premises to comply with our then-current standards and specifications, or you obtain a written commitment from the transferee to do so in the form we require and within the time period we specify.

16.3.14 Other Conditions. You and each of your Owners agree to comply with all obligations that survive the termination, expiration or Transfer of this Franchise Agreement. The transfer must be made in compliance with any laws that apply to the transfer including all laws governing the offer and sale of franchises. You or the transferring Owner, as applicable, and the transferee have satisfied any other conditions we reasonably require as a condition to our approval of the Transfer.

16.4 Transfer to an Entity

If you entered into this Franchise Agreement as one or more individual(s), you may transfer your ownership interests in this Franchise Agreement and the Franchised Business to an Entity that you control, provided that: (i) the Owner or Owners of the Entity are the same persons who signed this Franchise Agreement; and (ii) you comply with the Transfer Conditions. Our Right of First Refusal will not apply to a Transfer conducted under this Section, and, in lieu of the Transfer Fee, you must reimburse us for all of our actual costs associated with the Transfer, including reasonable attorneys' fees and costs. In lieu of entering into a new Franchise Agreement, you will be required to enter into any required documentation, which may include an approval of transfer agreement, a general release of claims and a Franchise Owner Agreement in the forms we prescribe.

16.5 Death or Disability

Upon the death or disability of you (if you are an individual) or of an Owner (if you are an Entity), your interest in the Franchised Business or the Owner's ownership interest in you, as applicable, must be assigned to a third party or another Owner approved by us within 180 days of such person's death or disability. For purposes of this Section, a person is deemed to have a disability only if the person has a medical or mental illness, problem or incapacity that would prevent the person from substantially complying with his or her obligations under this Franchise Agreement or otherwise operating the Franchised Business in the manner required by this Franchise Agreement and the Franchise Operations Manual for a continuous period of at least 90 consecutive calendar days, and where recovery within 90 days from the date of determination of disability is unlikely. If the parties disagree as to whether a person is disabled, the existence of disability will be determined by a licensed practicing physician selected by us, upon examination of the person; or if the person refuses to submit to an examination, then (for the purpose of this Section) the person automatically will be considered disabled as of the date of refusal. Your (or the deceased Owner's) estate or legal representative must apply to us for the right to Transfer to the next of kin within 120 calendar days after your or your Owner's death or disability. We may appoint an Interim Manager and charge you the Management Fee if the Franchised Business is negatively impacted by the death or disability of you, your Responsible Owner, or your Operating Manager, as applicable.

17. INTELLECTUAL PROPERTY

17.1 Ownership and Use of Intellectual Property

For purposes of this Franchise Agreement, "Intellectual Property" means the Marks, the Copyrighted Works, the Confidential Information, the System and the Improvements. For purposes of this Franchise Agreement, "Copyrighted Works" means all writings, recordings, materials, designs, layouts, advertising materials, sales and promotional materials, and other works and materials for which we claim common law or registered copyright protection and that we allow you to use in connection with the marketing and/or operation of the Franchised Business. For purposes of this Franchise Agreement, "Confidential Information" means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a Franchised Business, including methods, techniques, specifications, procedures, policies, marketing strategies, training materials and techniques, the System, the Franchise Operations Manual, written directives, drawings, equipment, computer and point of sale programs and output, electronic information and communications, information concerning product and service sales, operating results, financial performance and other financial data, and any other information, know-how, techniques, material and data imparted or made available by us to you. For purposes of this Franchise Agreement, "Improvements" means any improvements or additions to the System, marketing, method of operation, or the products or services offered by a Franchised Business. You acknowledge that: (i) we are the licensor to you under this Franchise Agreement of the Intellectual Property we are authorized to license, including the Marks and the System, which are owned by our affiliate and licensed to us, and the Copyrighted Works, Confidential Information, and Improvements, which are owned by us and/or our affiliates; (ii) all rights and goodwill arising from your use of the Marks inure exclusively to our benefit; (iii) your right to use the Intellectual Property is derived solely from this Franchise Agreement; and (iv) your right to use the Intellectual Property is limited to a license granted by us to operate your Franchised Business during the Term pursuant to, and only in compliance with, this Franchise Agreement, the Franchise Operations Manual, and all applicable standards, specifications and operating procedures we prescribe from time to time. You may not use any of the Intellectual Property in connection with the sale of any unauthorized product or service, or in any other manner not expressly authorized by us. Any unauthorized use of the Intellectual Property constitutes an infringement of our rights. You agree to comply with all provisions of the Franchise Operations Manual governing your use of the Intellectual Property. This Franchise Agreement does not confer on you any goodwill, title or interest in any of the Intellectual

Property. You agree that during the Term of this Franchise Agreement and after its termination, expiration or Transfer you will not, directly or indirectly, contest our rights in the Intellectual Property.

17.2 Changes to Intellectual Property

We may modify the Intellectual Property at any time in our sole and absolute discretion, including by changing the Marks, the System, the Copyrighted Works, or the Confidential Information. If we modify or discontinue use of any of the Intellectual Property, then you must comply with any such instructions from us within 30 days, at your expense. We will not be liable to you for any expenses, losses or damages you incur, including the loss of any goodwill associated with a Mark, because of any addition, modification, substitution or discontinuation of the Intellectual Property.

17.3 Use of Marks

You agree to use the Marks as the sole identification of your Franchised Business; provided, however, you must identify yourself as the independent owner of your Franchised Business and as an independently owned and operated licensed franchisee of The Big Biscuit in the manner we prescribe. You may not use any Marks in any modified form or as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols other than logos licensed to you by this Franchise Agreement. You agree to: (i) prominently display the Marks on or in connection with any media advertising, promotional materials, posters and displays, receipts, stationery and forms that we designate, and in the manner we prescribe to give notice of trade and service mark registrations and copyrights; and (ii) obtain any fictitious or assumed name registrations required under applicable law. You may not use the Marks in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument, or other legal obligation or in any manner that is likely to confuse or result in liability to us for any indebtedness or obligation of yours. You may not use the Marks in any advertising for the transfer, sale, or other disposition of this Franchise Agreement, your Franchised Business, or any interest in either of them without our prior written approval. You agree that any use of the Marks by you and your Franchised Business shall contribute and inure to our benefit. You must indicate to the public in your contracts and advertisements, and by a conspicuous sign in the Premises if we require, that your Franchised Business is independently owned and operated by you.

17.4 Use of Confidential Information

You acknowledge that you will use the Confidential Information only in operating the Franchised Business, and you will not disclose Confidential Information to others, except as expressly authorized by this Franchise Agreement. You will take all actions to preserve the confidentiality of all Confidential Information, including safeguarding access to the Franchise Operations Manual. You will not copy or permit copying of Confidential Information except as we authorize. Your obligations under this Section begin when you sign this Franchise Agreement and continue for trade secrets as long as they remain secret, and, for other Confidential Information, for as long as we continue to use the information in confidence, even if edited or revised, plus an additional three years afterwards. We will respond promptly and in good faith to any inquiries you have about continued protection of any Confidential Information.

Subject to applicable law, all data you collect, create, provide or otherwise develop in connection with the Franchised Business, including customer information and customer lists, is and will be owned exclusively by us, and we may access, retrieve, collect, use, analyze, share, retain, and otherwise exploit that data for any lawful purpose without compensation to you. Upon request and upon the expiration, termination, or Transfer of this Franchise Agreement, you must promptly provide to us, in the format we specify, copies or originals of that data and all related records, and we license your use of that data back to you, at no additional charge, solely during the Term and solely for use in connection with the Franchised Business in compliance with this Franchise Agreement, the Franchise Operations Manual, our privacy and

data security requirements, and applicable law. You agree to provide us with the information we reasonably require regarding data and cybersecurity requirements. You agree to indemnify us for any loss of data, including customer information, resulting from a breach of such data caused, in whole or in part, by you.

The restrictions on the disclosure and use of the Confidential Information will not apply to disclosure of Confidential Information: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or (iii) made in cases of suit for retaliation based on the reporting of a suspected violation of law, disclosure of Confidential Information to an attorney, and for use of the Confidential Information in such court proceeding, so long as any document containing the Confidential Information is filed under seal and Confidential Information is not otherwise disclosed pursuant to a court order.

We do not make any representation or warranty that your use of the System and Confidential Information will not infringe on the patent, copyright or other proprietary rights of third parties. You agree that we will have no liability to you if the System and/or any Confidential Information is held not to be secret or confidential or in the event that any infringement of others' proprietary rights occurs because of your use of the System and Confidential Information.

17.5 Improvements

If you conceive of or develop any Improvements, you agree to promptly and fully disclose the Improvements to us without disclosing the Improvements to others. You must obtain our approval before using any such Improvements. Any Improvement we approve may be used by us and any third parties we authorize, without any obligation to pay you royalties or other fees. You must assign all rights to any such Improvement, including the right to grant sublicenses, to us or our designee, without charge. In return, we will authorize you to use any Improvements we or other franchisees develop that we authorize for general use with the operation of a Franchised Business. These obligations shall survive the termination, expiration or Transfer of this Franchise Agreement.

17.6 Notification of Intellectual Property Issues

You must notify us as soon as possible, but no later than three business days after you learn of any: (i) apparent infringement or unauthorized use of any of the Intellectual Property; (ii) challenge to your use of any of the Intellectual Property; or (iii) claim by any person of any rights in any of the Intellectual Property. You may not communicate with any person other than us, our counsel or our designees in connection with any such infringement, challenge or claim. If a third party brings a claim against you that your use of the Marks in accordance with this Franchise Agreement infringes that party's intellectual property rights, we will defend you against that claim, provided that you promptly notify us of the claim and cooperate with us as we request. We will have exclusive control over the defense and settlement of that claim. Except for the foregoing defense obligation with respect to claims based on your authorized use of the Marks, we may, but are not required to, take such action as we deem appropriate. We have the right to exclusively control any litigation, Patent and Trademark Office proceeding, or other proceeding arising out of any such infringement, challenge or claim. You agree to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interest in any such litigation, Patent and Trademark Office proceeding, or other proceeding, or to otherwise protect and maintain our interest in the Intellectual Property.

18. BRAND COVENANTS

The covenants in this Section 18 shall be referred to as the "Brand Covenants."

18.1 Reason for Covenants

You acknowledge that the System is distinctive and has been developed by us and/or our affiliates at great effort, time and expense, and that the Intellectual Property and the training and assistance we provide are proprietary and are made available to you only through this Franchise Agreement. You also acknowledge that competition by you or any Owner could jeopardize the entire System because you and the Owners have received an advantage through knowledge of our day-to-day operations and Confidential Information related to the System. Accordingly, you and the Owners agree to comply with the Brand Covenants described in this Section to protect the Intellectual Property and our System.

18.2 Unfair Competition During the Term

For purposes of this Franchise Agreement, "Competitive Business" means any business that: (i) sells or offers to sell products the same as or similar to the type of products sold by the Franchised Business; or (ii) provides or offers to provide services the same as or similar to the type of services sold by the Franchised Business, but excludes a Franchised Business operating under a franchise agreement with us. A Competitive Business does not include ownership of five percent (5%) or less of the outstanding equity interests of any publicly traded company that owns, operates, has an interest in, or controls a business that otherwise would be a Competitive Business.

Subject to any applicable State Addendum and applicable law, you agree that during the Term, you will not, and you will cause each Owner not to, directly or indirectly engage in any of the following activities ("Prohibited Activities"): (i) owning, operating, or having any other interest as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity in any Competitive Business; (ii) diverting or attempting to divert any business from us or any of our affiliates or franchisees; or (iii) inducing or attempting to induce any customer of ours or of any of our affiliates or franchisees to transfer their business to you or to any other person that is not then a franchisee of ours.

18.3 Unfair Competition After the Term

For purposes of this Section, the "Restricted Period" means a period of 10 years after the termination, expiration or Transfer of this Franchise Agreement. For purposes of this Section, the "Restricted Territory" means the geographic area within: (i) a two-mile radius of the approved location of the Franchised Business; and (ii) a two-mile radius from all other The Big Biscuit businesses that are operating or under construction as of the date of the termination, expiration or Transfer of this Franchise Agreement.

Subject to any applicable State Addendum and applicable law, during the Restricted Period, you agree that you will not engage in any Prohibited Activities within the Restricted Territory and that you will cause each of your Owners to not engage in any Prohibited Activities within the Restricted Territory. If you or any Owner engages in a Prohibited Activity within the Restricted Territory during the Restricted Period, then the Restricted Period applicable to you (and applicable to each non-compliant Owner under the Franchise Owner Agreement) will be extended by the period of time during which you or the non-compliant Owner, as applicable, engaged in the Prohibited Activity.

You further represent that enforcement of these covenants will not prevent you from earning a livelihood or engaging in a lawful business that does not conflict with our legitimate interests. You and we agree that these covenants will be interpreted and enforced to the fullest extent permitted by applicable law,

including under any "rule of reason" or similar standard used to evaluate the enforceability of restrictive covenants.

18.4 Employees and Others

Any Operating Manager and, if you are an Entity, any officer of your Entity must sign our then-current System Protection Agreement, unless that person has already signed a Franchise Owner Agreement. You must ensure that all of your employees, officers, directors, partners, members, independent contractors, agents, managers, representatives, and other persons associated with you or your Franchised Business who may have access to our Confidential Information, and who are not required to sign a System Protection Agreement or Franchise Owner Agreement, sign our then-current Confidentiality Agreement before having access to our Confidential Information. You must use your best efforts to ensure these individuals comply with the terms of the Confidentiality Agreements and System Protection Agreements, and you must immediately notify us of any breach that comes to your attention. You agree to reimburse us for all expenses we incur in enforcing a Confidentiality Agreement or System Protection Agreement, including reasonable attorney fees and court costs.

18.5 Covenants Reasonable

The parties agree that the Brand Covenants will be construed as independent of any other covenant or provision of this Franchise Agreement. It is the parties' intent that the provisions of this Section be judicially enforced to the fullest extent permissible under applicable law. If all or any portion of any Brand Covenant is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, you agree to be bound by any lesser covenant subsumed within the terms of such Brand Covenant that imposes the maximum duty permitted by law, as if the resulting Brand Covenant were separately stated in and made a part of this Section. Accordingly, the parties agree that any reduction in scope or modification of any part of the Brand Covenants contained herein shall not render any other part unenforceable. You acknowledge and agree that: (i) the terms of this Franchise Agreement are reasonable both in time and in scope of geographic area; (ii) our use and enforcement of covenants similar to those described above with respect to other The Big Biscuit franchisees benefits you and the Owners because it prevents others from unfairly competing with your Franchised Business; and (iii) you and the Owners have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Franchise Agreement. You hereby waive any right to challenge the terms of the Brand Covenants as being overly broad, unreasonable or otherwise unenforceable, to the fullest extent permitted by applicable law.

We have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any Brand Covenant without your consent, before or after any dispute arises, effective when we give you written notice of this reduction and you agree to comply with any modifications to the Brand Covenants.

18.6 Breach of Covenants

You agree that failure to comply with the terms of the Brand Covenants will cause substantial and irreparable damage to us and/or other The Big Biscuit franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Section 18 will entitle us to injunctive relief. We may apply for such injunctive relief without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). Notwithstanding the foregoing, if a court requires the filing of a bond, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us, at law or in equity, under this Franchise Agreement are mutually exclusive, and may be combined with others, including injunctive relief,

specific performance, and recovery of monetary damages. Any claim, defense or cause of action you or an Owner may have against us, regardless of cause or origin, cannot be used as a defense against our enforcement of the Brand Covenants.

19. INSURANCE

You must maintain, at your sole expense, the insurance specified in this Section. You will maintain all required insurance in force during the Term of this Franchise Agreement, and you will obtain and maintain any additional or substituted insurance coverage, limits or amounts as we may periodically require. Your compliance with these insurance provisions does not relieve you of any liability under any indemnity provisions of this Franchise Agreement.

We currently require you to maintain the following insurance coverages: (1) comprehensive general liability insurance providing limits of at least $1,000,000 per occurrence and $2,000,000 aggregate, with a retention of no more than $5,000 per occurrence, and that includes a duty to defend all insureds, broad form contractual liability coverage, personal and advertising injury coverage, products/completed operations coverage, broad form additional insured coverage, including for contractors, and coverage for us whether or not we are alleged or determined to be liable in part for any damages, and including business interruption coverage with limits of at least $100,000 per occurrence or event; (2) all-risk property insurance that provides replacement cost coverage for the restaurant premises, including the building and all fixtures, equipment, supplies, products, or other property used in the restaurant, and that includes and does not exclude coverage for flood and/or earthquake and fire coverage, where applicable, for full repair and replacement value; (3) loss of income insurance, and workers' compensation insurance in compliance with local laws and regulations; (4) employment practices liability insurance of at least $1,000,000, including coverage for claims asserted by or in relation to the alleged conduct of full-time employees, part-time employees, and independent contractors; (5) rental value insurance with limits in an amount sufficient to cover the rents and other fees due the landlord and/or merchants' association under the lease, if any, during any period of business interruption or inability to operate your Franchised Business, or any greater amounts of insurance as required by the lease for your Franchised Business; (6) employee non-owned automobile insurance with limits of $1,000,000 and a retention of no more than $5,000; (7) builder's risk insurance during the construction phase; (8) cyber liability insurance of at least $5,000,000 for liability from data breach, data loss, security breach, payment card information (PCI) loss, and insider threats, as well as liability for third-party damages, indemnity payments for PCI-related costs, and defense costs, including attorneys' fees, fines, and penalties; (9) crime insurance or fidelity bond providing limits of at least $2,000,000 per incident or occurrence, with a deductible of no more than $10,000, and that includes coverage for funds transfer fraud, computer fraud, employee theft, unauthorized use of computer, push payment fraud, and identity theft; and (10) an umbrella liability policy with limits of at least $5,000,000 total limit liability, which umbrella liability policy will provide, at a minimum, those coverages and endorsements required in the underlying policies.

Our insurance requirements are subject to change during the Term of this Franchise Agreement, and you agree to comply with each such change. You agree to provide us with certificates of insurance or other evidence of coverage before opening, within 10 days of any renewal of a policy, and at any other time on demand. You agree to obtain these insurance policies from insurance carriers rated "A" or better by A.M. Best & Company, Inc. and that are licensed or otherwise authorized to do business in the state in which you operate your Franchised Business and approved by us. All insurance policies must: (i) name us and any affiliates we designate as additional insureds and contain a waiver of all subrogation rights against us (other than EPLI); (ii) provide for 30 days' prior written notice to us of any material modification, cancellation, or expiration of the policy; (iii) provide that coverage applies separately to each insured against whom a claim is brought; (iv) contain no provision that limits coverage in the event of a claim by a party who is indemnified under this Franchise Agreement; (v) be primary; and (vi) extend to and provide indemnity for all obligations assumed by you under this Franchise Agreement.

If you fail to maintain any required insurance coverage, we have the right to obtain the coverage on your behalf (which right shall be at our option and in addition to our other rights and remedies in this Franchise Agreement), and you must promptly sign all applications and other forms and instruments required to obtain the insurance and pay to us, within 10 days after invoicing, all costs and premiums we incur, plus a twenty percent (20%) administrative surcharge.

20. REPORTING REQUIREMENTS

20.1 Books and Records

You agree to record all transactions and Gross Sales of your Franchised Business through the computer system and in the manner we specify. You agree to prepare and maintain for at least seven years after their preparation, complete and accurate books, records, accounts and tax returns pertaining to your Franchised Business including records relating to customers, taxes, vendors, and all contracts that your Franchised Business enters into. You must send us copies of your books, records, customer data and contracts within five business days of our request or within any other period we specify in writing. This obligation survives the expiration, termination or Transfer of this Franchise Agreement.

20.2 Reports

You will prepare and submit other reports and information about your operations as we may request in writing or as required by the Franchise Operations Manual. You will submit all required reports and information in the formats, methods, and by the due dates specified in the Franchise Operations Manual or in our written notice. We may modify the required deadline days and times for submission of all reports. If you do not submit any report by the due date, we will debit your Franchise Account a late fee of $100 per occurrence and $100 per week until you submit the required report. We may require, in our sole discretion, that certain reports be certified as accurate and complete by you, your owners or your chief financial officer, and that they be submitted in certain electronic methods or formats. If requested by us, your profit and loss statements and balance sheets must be certified by a certified public accountant at your expense. You must also make your certified public accountant available and cover the cost for him or her to consult with us concerning these statements and balance sheets.

20.3 Financial and Tax Statements

You will deliver a balance sheet, profit and loss statement, statement of cash flows and explanatory footnotes prepared under generally accepted accounting principles applied on a consistent basis ("Financial Statements") to us within the time period required by the Franchise Operations Manual or as we otherwise require in writing. You must also prepare annual Financial Statements within 30 days of the end of your fiscal year. All Financial Statements must be in the form specified by us and must conform to our standard chart of accounts as prescribed by us. We have the right to use such Financial Statements and other financial data relating to the Franchised Business in our Franchise Disclosure Document to make financial performance representations and to share these reports on a system-wide intranet or other similar means.

You must also provide us with complete signed copies of all state sales tax returns and state and federal income tax returns covering the operation of the Franchised Business within 30 days of filing. If you do not submit the Financial Statements or tax returns to us by the deadline, you will be required to pay a late fee of $100 per occurrence and $100 per week until you submit required Financial Statements or tax returns.

20.4 Legal Compliance

You must secure and maintain in force all required licenses, permits and regulatory approvals for the operation of your Franchised Business. You must also operate and manage your Franchised Business in full compliance with all applicable laws, ordinances, rules and regulations, and are solely responsible for complying with all federal, state and local tax laws. You also agree to timely pay all applicable federal, state and local taxes, and timely file all returns, notices and other forms required to comply with all federal, state and local tax laws in connection with the operation of the Franchised Business. It is your responsibility to make sure that you comply with all laws that are applicable to the Technology and with all applicable payment card, privacy, data security, and personal information protection requirements, including PCI.

You must notify us in writing within three business days of the beginning of any action, suit, investigation or proceeding, or of the issuance of any order, writ, injunction, disciplinary action, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation of your Franchised Business, the Marks, the System, the Technology, or your financial condition. You must immediately deliver to us a copy of any inspection report, warning, certificate or rating by any governmental agency involving any health or safety law, rule or regulation that reflects a claim you have failed to fully comply with the applicable law, rule or regulation.

21. INSPECTION AND AUDIT

21.1 Inspections

To ensure compliance with this Franchise Agreement, we or our representatives will have the right to enter your Premises, evaluate your Franchised Business operations, and inspect or examine your books, records, accounts and tax returns. We may also interview personnel and customers of the Franchised Business. Our evaluation may include observing or participating during business hours. We may conduct our evaluation at any time and without prior notice. During the course of our inspections, we and our representatives will use reasonable efforts to minimize our interference with the operation of your Franchised Business, and you, your employees and independent contractors will cooperate and not interfere with our inspection. You consent to us accessing your Technology and retrieving any information we deem appropriate in conducting the inspection.

If any such inspection indicates any deficiency or unsatisfactory condition, including quality, cleanliness, service, health and authorized product line, we will notify you in writing of your noncompliance with the System, Franchise Operations Manual, or this Franchise Agreement and you shall promptly correct or repair such deficiency or unsatisfactory condition. In addition, if you fail any food safety inspection or audit, we may require you to undergo one or more follow-up food safety inspections or audits, including within 45 days after our notice, at your sole expense; and if you fail any cleanliness inspection or other inspection or audit that we or our designee, any applicable restaurant association, or any public health or safety agency conducts, you will be required to undergo any additional inspection or audit that we require at your sole expense. You must pay the third-party auditor directly upon invoicing or, if we incur the charge, reimburse us promptly upon invoicing. We may require you to take, and you agree to take, immediate corrective action, which action may include temporarily closing the Franchised Business.

21.2 Audit

We have the right, at any time, to have an independent audit made of the books and financial records of your Franchised Business. You agree to fully cooperate with us and any third parties we hire to conduct the audit. Any audit will be performed at our cost and expense. However, you agree to reimburse us for the cost of the audit and inspection, including reasonable accounting, legal, travel and lodging expenses if the audit: (i) is necessitated by your failure to provide the information requested or to preserve records, or file reports as required by this Franchise Agreement; or (ii) reveals an understatement of any amount due to us

by at least two percent (2%) in any week, in which case you must also pay any amount owed to us, including any related expenses and Late Fees. The audit cost reimbursements will be due 10 days after invoicing. Accepting reimbursements for our audit costs does not waive our right to terminate this Franchise Agreement.

22. INDEMNITY

22.1 Your Indemnification of Us

Subject to any applicable State Addendum and applicable law, and independent of your obligation to procure and maintain insurance, you and your Owners will indemnify, defend and hold us and our affiliates, the respective officers, directors, managers, partners, shareholders, members, employees, agents and contractors of these entities, and the successors, assigns, personal representatives, heirs and legatees of all of these persons or entities (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by law, from and against all expenses, losses, payments or obligations to make payments either (i) to or for third-party claimants by any and all Indemnified Parties, including refunds, or (ii) incurred by any and all Indemnified Parties to investigate, take action, respond to or defend a matter, including investigation and trial charges, costs and expenses, fees paid to professionals, attorney fees, experts' fees, court costs, settlement amounts, judgments and costs of collection (collectively, "Losses and Expenses"), incurred by any Indemnified Party in any investigation, claim, action, suit, demand, administrative proceeding, arbitration, mediation, or other proceeding, whether actual or alleged, direct or indirect, that relates to, arises out of, results from, or is connected with any transaction, occurrence, product or service involving the Franchised Business or this Franchise Agreement; your employment or other contractual relationship with your employees, workers, managers, or independent contractors, including but not limited to any allegation, claim, finding, or ruling that we are an employer or joint employer of your employees; your marketing, selling, or providing of items and services; and any breach or violation of any agreement (including this Franchise Agreement), or any law, regulation or ruling, by any act, error or omission (active or passive) of you, any party associated with you, or any of your or your affiliates' owners, officers, directors, managers, employees, owners and agents or otherwise related in any way to the development, operation, maintenance, marketing, sale, transfer, or other activities of the Franchised Business or the rights granted under this Franchise Agreement.

You agree to give us prompt written notice of any action, suit, proceeding, claim, demand, inquiry or investigation described above. The Indemnified Parties shall have the right, in their sole discretion, to: (i) retain counsel of their own choosing to represent them with respect to any claim; and (ii) control the response thereto and the defense thereof, including the right to enter into an agreement to settle such claim. You may participate in such defense at your own expense. You agree to give your full cooperation to the Indemnified Parties in assisting the Indemnified Parties with the defense of any such claim, and to reimburse the Indemnified Parties for all of their costs and expenses in defending any such claim, including court costs and reasonable attorney fees, within 10 days of the date of each invoice delivered by such Indemnified Party to you enumerating such costs, expenses and attorney fees. You agree that your indemnification obligations under this Section shall expressly survive the termination, expiration, non-renewal or Transfer of this Franchise Agreement.

22.2 Our Indemnification of You

Provided that you are not in default under this Franchise Agreement or any other agreement with us, we will defend you against any third-party claim asserted against you based on your authorized use of the Marks in strict compliance with this Franchise Agreement and the Franchise Operations Manual, and we will indemnify you and hold you harmless from and against any and all costs and expenses you incur as a result of that claim. You must promptly notify us of any such claim and fully cooperate with us in the

defense of such claim. We will have the sole right to control the defense and settlement of any such claim relating to our Marks.

23. TERMINATION BY YOU

Subject to any applicable State Addendum and applicable law, you may terminate this Franchise Agreement if you are in full compliance with this Franchise Agreement and we breach this Franchise Agreement in a material respect and fail to cure the breach within 60 days after you send us a written notice specifying the nature of the breach. You may also terminate this Franchise Agreement if you and we mutually agree in writing to terminate this Franchise Agreement. In such an event, you and we will be deemed to have waived any required notice period. If you terminate this Franchise Agreement, you must still comply with your post-termination obligations described below and all other obligations that survive the expiration or termination of this Franchise Agreement.

24. TERMINATION BY US

The rights to terminate the Franchise Agreement in this Section shall be referred to as our "Termination Rights."

24.1 Immediate Termination Without Notice

Subject to any applicable State Addendum and applicable law, you shall be in default under this Franchise Agreement, and we may immediately terminate this Franchise Agreement and all rights granted to you by this Franchise Agreement without notice if: (i) you file or cause to be filed a petition in bankruptcy or you are adjudicated bankrupt or judicially determined to be insolvent (subject to any contrary provisions of any applicable state or federal laws); or (ii) you admit to your inability to meet your financial obligations as they become due, or make a disposition for the benefit of your creditors (unless prohibited by law); or (iii) a receiver or custodian (permanent or temporary) is appointed for any of your assets or property; or (iv) a final judgment in excess of $10,000 against you remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment), except that we may provide you with additional time to satisfy the judgment if you demonstrate that you are using commercially reasonable efforts to resolve the issues related to the judgment.

24.2 Option to Terminate Without Opportunity to Cure

Subject to any applicable State Addendum and applicable law, we may, in our sole discretion, terminate this Franchise Agreement immediately upon written notice to you, without any further opportunity to cure, upon the occurrence of any of the following events, each of which constitutes a material default under this Franchise Agreement.

24.2.1 Failure to Open. If you fail to open your Franchised Business within the time period required under this Franchise Agreement.

24.2.2 Material Misrepresentation. If you or any Owner commits any fraud or makes any material misrepresentation to us, whether occurring before or after the Effective Date.

24.2.3 Violation of Law. If you fail, for a period of 10 days after having received notification of noncompliance from us or any governmental or quasi-governmental agency or authority, to comply with any federal, state or local law or regulation applicable to the operation of the Franchised Business , and that noncompliance is reasonably likely to adversely affect the Franchised Business, the System, the Marks, or public health or safety.

24.2.4 Criminal Offense. If you or any of your Owners, officers, directors, or key employees is convicted of or pleads guilty or nolo contendere to a felony or any other crime or offense that is reasonably likely, in our sole opinion, to adversely affect our reputation, the System, or the Marks. If the crime or offense is committed by an Owner other than a Responsible Owner, then we may, in our sole discretion, terminate if such Owner fails to sell its ownership interest in the Entity to any of the other Owners within 30 days after the conviction or guilty plea, whichever first occurs.

24.2.5 Under-Reporting. If an audit or investigation discloses that you have knowingly maintained false books or records, or submitted false reports to us, or knowingly understated its Gross Sales or withheld the reporting of same, or, if, on two or more occasions in any single 24 month period, any audits or other investigations reveal an under-reporting or under-recording error of two percent (2%) or more, or on any single occasion any audit or other investigation reveals an under-reporting or under-recording of five percent (5%) or more.

24.2.6 Intellectual Property Misuse. If you misuse or make any unauthorized use of the Marks, any Copyrighted Works, Confidential Information, trade secrets, proprietary software, or other proprietary rights, or otherwise impair the goodwill of our rights, or you take any action which reflects adversely and unfavorably upon the operation and reputation of the Franchised Business, the System, or the The Big Biscuit brand generally, or if your employees or independent contractors engage in any of the same actions described above and you fail to take reasonable steps to prevent, stop, or remediate those actions.

24.2.7 Health or Safety Violations. If you manage or operate your Franchised Business in a manner that presents a health or safety hazard to your customers, employees or the public.

24.2.8 Abandonment. If you abandon or fail to operate your Franchised Business for three consecutive business days during required operating hours unless you had received our prior written authorization to do so.

24.2.9 Failure to Pay. If you fail to pay any amount owed to us or an affiliate of ours within 10 days after receipt of a written notice or demand for payment.

24.2.10 Unauthorized Transfer. If you attempt to sell, Transfer, encumber or otherwise dispose of any direct or indirect interest in you, this Franchise Agreement or the Franchised Business in violation of Section 16 of this Franchise Agreement.

24.2.11 Brand Covenants. If you or any of your Owners violates any of the Brand Covenants or otherwise violates Section 18 of this Franchise Agreement.

24.2.12 License/Permits. If a regulatory authority suspends or revokes a license or permit held by you or an Owner that is required to operate the Franchised Business, even if you or the Owner still maintain appeal rights.

24.2.13 Failure to Complete Initial Training. If you or any required attendee fails to attend and complete the initial training program within the time period prescribed in this Franchise Agreement.

24.2.14 Repeated Defaults. If you commit a default of any obligation under this Franchise Agreement and have previously received two or more written notices of default from us within the preceding 12 months, regardless of whether any default is cured.

24.2.15 Cross Default. If we terminate any other agreement between you and us, or if any affiliate of ours terminates any agreement between you and the affiliate because of your default.

24.2.16 Franchise Owner Agreement Default. If any Owner, or the spouse of any Owner, breaches any provision of the Franchise Owner Agreement.

24.2.17 Premises Issues. If: (i) you fail to secure a fully executed lease for the Premises within the time period required by this Franchise Agreement; or (ii) the Premises or your assets are seized, taken over or foreclosed by a government official in the exercise of its duties, or by a creditor or lienholder, provided that a final judgment against you remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or (iii) a levy of execution or attachment has been made upon the license granted by this Franchise Agreement or upon any property used in the Premises, and it is not discharged within five days after such levy or attachment; or (iv) you permit a mechanics lien to be recorded against the Premises or any equipment at the Premises that is not released within 60 days, or any person commences any action to foreclose on the Premises or such equipment; or (v) you default under the lease for the Premises and do not cure the default within the cure period set forth by the landlord, your lease is otherwise terminated due to your default, or you otherwise lose the right to possess the Premises and fail to restore or relocate the Franchised Business as permitted or required under Section 7.

24.3 Termination with Notice and Opportunity to Cure

Subject to any applicable State Addendum and applicable law, we may terminate this Franchise Agreement upon 30 days' written notice if you or an Owner fails to comply with any other provision of this Franchise Agreement (including failure to comply with any provision in the Franchise Operations Manual) or any other agreement with us, unless such default is cured to our reasonable satisfaction within that 30-day notice period.

25. LIQUIDATED DAMAGES

Subject to any applicable State Addendum and applicable law, upon termination of this Franchise Agreement: (i) by us due to your material default under this Franchise Agreement; or (ii) following your termination of this Franchise Agreement without legal cause, you agree to pay to us, within 15 days after the effective date of this Franchise Agreement's termination, in addition to any other amounts owed under this Franchise Agreement, liquidated damages equal to the combined average monthly Royalty and Brand Fund Contribution owed by you to us, without regard to any fee waivers or other reductions, beginning on the date you open your Franchised Business through the effective date of termination multiplied by: (a) 36; or (b) the number of months remaining in this Franchise Agreement had it not been terminated, whichever is less, but in no case will such damages be less than $30,000.

You and we acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Franchise Agreement's termination and the loss of cash flow from Royalty and Brand Fund Contribution due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalty and Brand Fund Contribution would have grown over what would have been this Franchise Agreement's remaining Term. You and we consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages.

The liquidated damages provision only covers our damages from the loss of cash flow from the Royalty and Brand Fund Contribution. It does not cover any other damages, including damages to our reputation with the public and landlords and damages arising from a violation of any provision of this Franchise Agreement other than the payment of Royalty and Brand Fund Contribution. You agree that the liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Franchise Agreement other than the payment of Royalty and Brand Fund Contribution.

26. POST TERM OBLIGATIONS

The obligations contained in this Section 26 shall be referred to as your "Post Term Obligations." After the termination, expiration or Transfer of this Franchise Agreement, and without limiting any other obligations that survive under this Franchise Agreement, you agree to undertake each and every one of the obligations listed in this Section.

26.1 Cease Operations

Immediately cease to operate the Franchised Business under this Franchise Agreement and the System. You agree to not hold yourself out to the public as a present or former franchise owner of the Franchised Business or as having any present or former association with us, the Marks, or the System.

26.2 Intellectual Property

Immediately cease to use the Intellectual Property in any manner whatsoever, and not use any trademarks or trade names that may be confusingly similar to the Intellectual Property. You acknowledge and agree that any continued use of the Marks would constitute trademark infringement and irreparable harm.

26.3 Monetary Obligations

Pay us all amounts you owe us and our affiliates under this Franchise Agreement and any other agreement with us or our affiliate.

26.4 Surviving Covenants

Comply with all covenants described in this Section and otherwise in this Franchise Agreement that apply after the expiration, termination or Transfer of this Franchise Agreement or of an ownership interest by an Owner whether such obligations survive expressly or by implication.

26.5 Branded Items

Return all copies of the Franchise Operations Manual, or any portions thereof, as well as all signs, sign faces, brochures, advertising and promotional materials, forms and any other materials bearing or containing any of the Marks, our copyrights or other identification relating to a Franchised Business, unless we allow you to Transfer such items to an approved transferee. At our request, you must also return or destroy all other materials containing any Confidential Information or other Intellectual Property and certify your compliance in writing.

26.6 Technology and Data

Return all copies of any software we license to you or otherwise require you to use, delete all such software from your computer memory and storage, and cease using all Technology. Subject to applicable law, all customer-related data, customer lists, business data, reports, books and records, contracts, login credentials, passwords, access credentials, and all other data and information relating to the Franchised Business, including all data and content associated with any Technology, websites, domain names, social media accounts, telephone accounts, online listings, and email addresses used in connection with the Franchised Business, are and will remain owned exclusively by us or otherwise subject to our exclusive control rights under this Franchise Agreement. You must promptly provide all such materials and information to us, in the format we specify, and you must execute all documents and take all actions we

require to transfer, assign, confirm, or perfect our ownership or control of them in favor of us or our designee.

26.7 Entity Name

Ensure that any names or registrations related to your use of the Marks are canceled or amended to remove the Marks and any confusingly similar wording.

26.8 Identifiers and Advertisements

Immediately stop using all telephone numbers, email addresses, advertisements, domain names, social media accounts, online listings, and other identifiers associated with the Franchised Business. Notify all telephone companies, listing agencies, social media companies and domain name registration companies (collectively, the "Agencies") of the termination or expiration of your right to use the following, and immediately transfer to us or our designee: (A) the telephone numbers, accounts and/or domain names, if applicable, related to the operation of your Franchised Business; and (B) any online listings associated with the Marks (you hereby authorize the Agencies to transfer such telephone numbers, domain names and listings to us and you authorize us, and appoint us and any officer we designate as your attorney-in-fact to direct the Agencies to transfer the telephone numbers, domain names and listings to us if you fail or refuse to do so and to execute any documents necessary to accomplish that transfer).

26.9 Modifications

Remove all trade dress, equipment, software and property owned by us or our affiliates and make such modifications and alterations to the Premises that are necessary or that we require to prevent any association between us or the System and any business subsequently operated by you or any third party using any of the inventory, fixtures, furnishings, or equipment used in the operation of the Franchised Business; provided, however, that this subsection shall not apply if your Franchised Business is transferred to an approved transferee or if we exercise our right to purchase your entire Franchised Business. If you fail to do so, you must pay us any expenses we incur to de-identify your Premises and we may enter the Premises for that purpose to the extent permitted by applicable law.

26.10 Customers

We may contact customers of your Franchised Business and continue serving, soliciting, marketing to, and communicating with those customers in connection with the System and other The Big Biscuit businesses on such terms and conditions as we deem appropriate, which in no event will include assumption of any then-existing liability arising from or relating to those customers or any act or omission of you or your Franchised Business. We may also use, retain, and exploit customer and other data relating to the Franchised Business as permitted under this Franchise Agreement.

26.11 Compliance Evidence

Provide us with written satisfactory evidence of your compliance with the above obligations within 30 days after the effective date of the termination, expiration or Transfer of this Franchise Agreement, including any documents, assignments, cancellations, transfer confirmations, or certifications we request.

27. RIGHT TO PURCHASE

27.1 Generally

Subject to any applicable State Addendum and applicable law, upon the expiration or termination of this Franchise Agreement for any reason, we will have the right but not the obligation to purchase from you some or all of the assets used in the Franchised Business ("Acquired Assets"). We may exercise our option to begin this process by giving written notice to you at any time following expiration or termination up until 30 days after the later of: (a) the effective date of expiration or termination; or (b) the date you cease operating the Franchised Business (the "Specified Date"). We have the right to inspect the assets used in the Franchised Business in order to determine which we wish to acquire and any refusal by you to cooperate with our right to inspect will extend the Specified Date by an equal period. The term "Acquired Assets" means, without limitation, equipment, furnishings, fixtures, signs, and inventory (non-perishable products, materials and supplies) used in the Franchised Business, all licenses necessary to operate the Franchised Business (if transferable), and, if we elect and the interest is transferable, the lease or sublease for the Premises. Customer information and Customer List are owned by us and accordingly are not included within the definition of "Acquired Assets" and must be returned to us without charge upon expiration or termination. You may not sell the information or lists to a third party. We will be entitled to have the provisions in this Section enforced by a court of competent jurisdiction should you fail to meet your obligations. We will have the unrestricted right to assign this option to purchase the Acquired Assets. We or our assignee will be entitled to all customary representations and warranties, including that the Acquired Assets are free and clear (or, if not, accurate and complete disclosure) as to: (1) ownership, condition and title; (2) liens and encumbrances; (3) environmental and hazardous substances; and (4) validity of contracts and liabilities inuring to us or affecting the Acquired Assets, whether contingent or otherwise.

27.2 Purchase Price

The purchase price for the Acquired Assets ("Purchase Price") will be their fair market value (or, for leased assets, the fair market value of the lease), determined as of the Specified Date in a manner that accounts for reasonable depreciation and condition of the Acquired Assets; provided, however, that the Purchase Price will take into account the termination of this Franchise Agreement. The Purchase Price for the Acquired Assets will not factor in the value of any trademark, service mark, or other commercial symbol used in connection with the operation of the Franchised Business, nor any goodwill or "going concern" value for the Franchised Business. We may exclude from the Acquired Assets purchased in accordance with this Section any equipment, furnishings, fixtures, signs, and inventory that are not accepted as meeting then-current standards for a Franchised Business or for which you cannot deliver a Bill of Sale in a form satisfactory to us.

If you and we cannot agree upon a fair market value, we shall appoint an independent, third-party appraiser with experience appraising businesses comparable to your Franchised Business in the United States ("Qualified Appraiser") within 30 days after the Specified Date. We shall pay 50% of the cost of this Qualified Appraiser, and you shall pay the other 50% of the cost.

The Qualified Appraiser shall appraise the Acquired Assets as described above ("Appraised Value"). If you agree with the Appraised Value, the Appraised Value shall be the Purchase Price. If you disagree with the Appraised Value, upon written notice to us, you may hire an additional Qualified Appraiser at your expense. In such situation, the Qualified Appraiser chosen by you shall appraise the Acquired Assets at fair market value determined as described above. The average of the two values provided by the Qualified Appraisers shall be the Purchase Price.

27.3 Access to Franchised Business

The Qualified Appraiser will be given full access to the Franchised Business, the Premises and your books and records during customary business hours to conduct the appraisal and will value the leasehold improvements, equipment, furnishings, fixtures, signs and inventory in accordance with the standards of this Section.

27.4 Exercise of Option; Operation

Within 10 days after the Purchase Price has been determined, we may fully exercise our option to purchase the Acquired Assets by notifying you of our decision in writing ("Purchase Notice"). The Purchase Price will be paid in cash or cash equivalents at the closing of the purchase ("Closing"), which will take place no later than 60 days after the date of the Purchase Notice. From the date of the Purchase Notice until Closing, you will operate the Franchised Business and maintain the Acquired Assets in the usual and ordinary course of business and maintain in full force all insurance policies required under this Franchise Agreement. During such time, we may exercise Step-In Rights, and be entitled to the Management Fee. Alternatively, we may require you to close the Franchised Business during that time period without removing any Acquired Assets from the Franchised Business.

27.5 Due Diligence

For a period of 30 days after the date of the Purchase Notice ("Due Diligence Period"), we will have the right to conduct such investigations as we deem necessary and appropriate. You will grant us and our representatives access to the Franchised Business and the Premises at all reasonable times for the purpose of conducting inspections of the Acquired Assets; provided that such access does not unreasonably interfere with your operations of the Franchised Business.

Prior to the end of the Due Diligence Period, we will notify you in writing of any objections that we have to any finding disclosed in any title to lien search, survey, environmental assessment or inspection. If you cannot or elect not to correct any such title defect, environmental objection or defect in the working condition of the Acquired Assets, we will have the option to either accept the condition of the Acquired Assets as they exist or rescind our option to purchase on or before the Closing.

27.6 Closing

We will have the right to set off against and reduce the Purchase Price by any and all amounts owed by you to us or our affiliates, and the amount of any encumbrances or liens against the Acquired Assets or any obligations assumed by us. If you cannot deliver clear title to all of the purchased Acquired Assets as indicated in this Section, or if there are other unresolved issues, the Closing will be accomplished through an escrow which you and we shall each be responsible for paying half the cost of.

28. DISPUTE RESOLUTION

28.1 Mediation Requirement

Subject to any applicable State Addendum and applicable law, except for any "Litigation Exceptions" as defined below, without limiting our Termination Rights, all claims or disputes between you and us or our affiliates arising out of, or in any way relating to, this Franchise Agreement, or any of the parties' respective rights and obligations arising out of this Franchise Agreement, shall be submitted first to non-binding mediation ("Required Mediation") prior to a hearing in binding arbitration. Before commencing any mediation against us or our affiliates with respect to any such claim or dispute, you must submit a notice to us, which specifies, in detail, the precise nature and grounds of such claim or dispute. Such mediation shall take place in the principal city closest to our principal place of business (currently Prairie

Village, Kansas) under the auspices of the American Arbitration Association ("AAA"), or other mediation service acceptable to us in our sole discretion, in accordance with AAA's Commercial Mediation Procedures then in effect. You may not commence any action against us or our affiliates with respect to any such claim unless mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by us. The parties shall each bear their own costs of mediation and shall share equally the filing fee imposed by AAA and the mediator's fees. We reserve the right to specifically enforce our right to mediation.

28.2 Arbitration

Subject to any applicable State Addendum and applicable law, if the parties cannot fully resolve and settle a dispute through Required Mediation, all unresolved issues involved in the dispute shall be, at the request of either party, submitted to final and binding arbitration to be conducted in the principal city closest to our principal place of business (currently Prairie Village, Kansas) by AAA (if AAA or any successor thereto is no longer available for arbitration in such city, you and we will agree on another arbitration organization to conduct the arbitration proceeding), in accordance with AAA's Commercial Arbitration Rules and otherwise as set forth below on an individual basis (not a class action) ("Required Arbitration").

In any arbitration proceeding, each party will submit or file any claim that would constitute a compulsory counterclaim as defined by the Federal Rules of Civil Procedure within the same proceeding as the claim it relates to. Any claim that is not submitted or filed as required is forever barred. Except for claims excluded from mediation and arbitration herein, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Franchise Agreement including, but not limited to any claim that all or any part of this Franchise Agreement is void or voidable.

28.2.1 Notice of Arbitration. Either party may initiate an arbitration proceeding by making a written demand to the other party, and both parties will then be obligated to engage in arbitration. The demand for arbitration must be served on the other party within the period provided by the applicable statute of limitations, and must contain a statement setting forth the nature of the dispute, the amount involved, if any, and the remedies sought. A demand for arbitration will not operate to stay, postpone or rescind the effectiveness of any termination of this Franchise Agreement. Arbitration will not proceed until any protest of arbitrability is resolved by the arbitrator or by an appropriate court, if necessary.

28.2.2 Selection of Arbitrator. Arbitration will be conducted before a single, neutral arbitrator who is familiar with legal disputes of the type at issue and who has franchise business or contract experience. The parties will mutually agree on the selection of the arbitrator; however, if the parties have not agreed on the selection of an arbitrator within 30 days after the arbitration demand, either party may request AAA or successor organization, to appoint a qualified arbitrator.

28.2.3 Discovery. All discovery must be completed within 60 days following appointment of an arbitrator, unless otherwise agreed by the parties. Depositions will be limited to a maximum of five per party and will be held within 30 days after making a request. Additional depositions may be scheduled only with the permission of the arbitrator and for good cause shown. Each deposition will be limited to a maximum of six hours duration. Should a dispute arise over the extent of or propriety of any discovery request, the arbitrator will make a final determination after hearing each party's position.

28.2.4 Statement of Case. At least five days before the scheduled hearing, each party must deliver to the arbitrator and to the other party a written summary of its position on the issues in dispute.

28.2.5 Arbitrator's Decision. The arbitrator will issue a written decision within 10 days after conclusion of the hearing, explaining the basis for the decision. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction. This decision will be binding upon both parties. The arbitrator will have authority to assess actual damages sustained by reason of any breach or wrongful termination of this Franchise Agreement, including monetary damages and interest on unpaid amounts from date due, specific performance, injunctive and declaratory relief, and legal fees and costs, but will not have any authority to amend or modify the terms of this Franchise Agreement or to assess exemplary or punitive damages.

28.2.6 Time Schedule. Any award will be made within nine months of the filing of the notice of intention to arbitrate and the arbitrator will agree to comply with this schedule before accepting appointment. The parties will use due diligence to meet the foregoing time schedule, and the arbitrator will have the right to impose appropriate sanctions against any party who fails to comply with the agreed-upon time schedule. The arbitrator will use his best efforts to comply with the foregoing time schedule, but may unilaterally modify it if, in his opinion, modification is necessary for a proper and just resolution of the dispute. The parties may jointly modify the agreed-upon time schedule, subject to the arbitrator's approval.

28.2.7 Arbitration Expenses. The fees of, and authorized costs incurred by, the arbitrator will be shared equally by the parties, and each party will bear all of its own costs of arbitration; provided, however, that the arbitration decision will provide that the substantially prevailing party will recover from the other party its actual costs and expenses (including arbitrator's fees and expenses, and attorney fees and expenses) incurred in connection with the dispute.

28.3 Litigation Exceptions

If any of the following exceptions occur, either party may immediately file a lawsuit in accordance with this Section without going through the Required Mediation or Required Arbitration (for purposes of this Franchise Agreement, the following shall be referred to as the "Litigation Exceptions"): (i) any action that involves an alleged breach of any Brand Covenants; (ii) any action petitioning specific performance to enforce your use of the Marks or the System or to prevent unauthorized duplication of the Marks or the System; (iii) any action for equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, or other relief in the nature of equity, including an action to enjoin an alleged violation or harm (or imminent risk of violation or harm) to any of our rights in the Intellectual Property, our Copyrighted Works, Marks, the System, or in any of our specialized training, trade secrets, or other Confidential Information, brought at any time, including prior to or during any pending mediation or arbitration proceedings; (iv) any action seeking compliance with the Post Term Obligations; or (v) any action in ejectment or for possession of any interest in real or personal property.

28.4 Venue

Subject to any applicable State Addendum and applicable law, all disputes and claims must be mediated, arbitrated and, if applicable, litigated in the principal city (and, if applicable, court) closest to our principal place of business (currently Prairie Village, Kansas); provided that for claims brought under the Litigation Exceptions, we have the option to bring suit against you in any state or federal court within the jurisdiction where your Franchised Business is or was located, or where any of your owners live. The parties consent to the exercise of personal jurisdiction over them by these courts, and to the propriety of venue in these courts for the purpose of this Franchise Agreement, and the parties waive any objections that they would otherwise have in this regard. Each of the parties specifically waives any defense of inconvenient forum, and waives any bond, surety, or other security that might be required of any other party with respect to venue.

28.5 Fees and Costs

If you breach any term of this Franchise Agreement or any other agreement with us or an affiliate of ours, you agree to reimburse us for all reasonable attorneys' fees and other expenses we incur in connection with such breach, regardless of whether the breach is cured prior to the commencement of any dispute resolution proceedings.

If we or you must enforce this Franchise Agreement in an arbitration or judicial proceeding, the substantially prevailing party will be entitled to reimbursement of its costs and expenses, including reasonable fees for accountants, attorneys, and expert witnesses, costs of investigations and proof of facts, court costs, travel and living expenses, and other dispute-related expenses.

If there is a mixed decision involving an award of money or money equivalent and equitable relief, the arbitrator will award the above fees to the party that it deems has substantially prevailed over the other party using its reasonable business judgment. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding to allow that arbitration proceeding to take place, and by doing so will not be deemed to have waived or relinquished our right to seek recovery of those costs in accordance with this Section. If either party commences any legal action or proceeding in any court in contravention of the terms of this Section, that party shall pay all costs and expenses that the other party incurs in the action or proceeding, including, without limitation, costs and attorneys' fees as described in this Section.

28.6 Jury Trial and Class Action Waiver

SUBJECT TO ANY APPLICABLE STATE ADDENDUM AND APPLICABLE LAW, WE AND YOU IRREVOCABLY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) TRIAL BY JURY IN ANY PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT; AND (II) THE RIGHT TO ARBITRATE OR LITIGATE ON A CLASS ACTION BASIS IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THE PARTIES.

28.7 Limitation of Actions and Waiver of Punitive Damages

Subject to any applicable State Addendum and applicable law, we and you agree that any legal action of any kind by a party arising out of or relating to this Franchise Agreement or a default under this Franchise Agreement must be commenced within one year from the occurrence of the facts giving rise to any such claim or action or such claim or action will be barred; provided, however, that the foregoing limitation shall not apply where required by applicable law, to the parties' indemnification obligations under this Franchise Agreement, or to the Litigation Exceptions. Subject to any applicable State Addendum and applicable law, you and we, for yourselves, ourselves and on behalf of the Owners respectively, hereby waive to the fullest extent permitted by applicable law, any right to, or claim for, punitive, consequential or exemplary damages against the other, and agree that except to the extent provided to the contrary in this Franchise Agreement, in the event of a dispute you and we shall each be limited to recovering only the actual damages proven to be sustained in such legal action.

28.8 Confidentiality

Except as required by applicable law, including the required disclosure in our franchise disclosure document, the entire mediation, arbitration or litigation proceedings and related documents are confidential. Except as necessary to enforce the decision of the arbitrator hereunder, all conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the arbitration by any of the parties, their agents, employees or representatives and by the arbitrator, are confidential. These matters will

not be discoverable or admissible for any purposes, including impeachment, in any litigation or other proceeding involving the parties, and will not be disclosed to anyone who is not an agent, employee, expert witness, or representative for any of the parties; however, evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the arbitration.

28.9 Acknowledgment

The parties acknowledge that nothing herein shall delay or otherwise limit our Termination Rights. A notice or request for arbitration or mediation will have no effect on the status of any demand for performance or notice of termination under this Franchise Agreement.

28.10 Survival

We and you agree that the provisions of this Section shall continue to apply following the termination, expiration, Transfer or non-renewal of this Franchise Agreement. You agree to fully perform all obligations under this Franchise Agreement during the entire mediation, arbitration or litigation process.

29. SECURITY INTEREST

You grant to us a security interest ("Security Interest") in all of the furniture, fixtures, equipment, signage and real estate (including your interests under all real property and personal property leases and all improvements to real estate) of the Franchised Business, together with all similar property now owned or hereafter acquired, including additions, substitutions, replacements, proceeds and products thereof, wherever located, used in connection with the Franchised Business.

You are prohibited from granting a security interest in the Franchised Business or in any of your assets without our prior written consent, which shall not be unreasonably withheld. We may take a subordinate position in the security interest if a Small Business Administration-participating or third-party lender requires a first or senior lien, and the appropriate subordination documentation is executed by all parties. This security interest shall be security for any and all Royalties, damages, expenses or other sums owed to us hereunder and for any other amounts you owe to us. You agree to execute any documents, including but not limited to, a UCC-1 (or replacements or extensions for the UCC-1) that we reasonably believe to be necessary to perfect said security interest prior to the opening of the Franchised Business, and hereby appoint us as your attorney-in-fact for the purpose of executing such documents should you fail to do so. Except with respect to your sales of inventory in the ordinary course of business, you shall not sell, transfer, lease, sublease, assign, remove, waste, destroy, encumber or relocate any of the property described herein as subject to our security interest. Further, you shall take no other action which interferes with our security interest in said property, unless and until we release our security interest in the same.

30. GENERAL PROVISIONS

30.1 Governing Law

Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.) or other applicable federal law, this Franchise Agreement and the franchise relationship shall be governed by the laws of the State of Kansas (without reference to its principles of conflicts of law), subject to any applicable State Addendum or other non-waivable law; but any law of any state that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

30.2 Relationship of the Parties

You understand that you are not authorized to make any contract, agreement, warranty or representation or create any obligation on our behalf under this Franchise Agreement. You understand and agree that nothing in this Franchise Agreement creates a fiduciary relationship between you and us or is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose. During the Term, you must conspicuously identify yourself at your base of operations, and in all dealings with third parties, as a franchisee of ours and the independent owner of your Franchised Business. You agree to place such other notices of independent ownership on such forms, stationery, advertising, business cards, and other materials as we may require from time to time. Neither we nor you are permitted to make any express or implied agreement, warranty, or representation, or incur any debt, in the name of or on behalf of the other, or represent that our relationship is other than franchisor and franchisee. In addition, neither we nor you will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized by this Franchise Agreement. You further agree that fulfillment of any and all of our obligations under this Franchise Agreement shall be solely our responsibility, and none of our Owners, officers, directors, employees, agents, or representatives will have any personal liability to you unless otherwise expressly provided in a written agreement signed by that person.

30.3 Severability and Substitution

Each section, subsection, term and provision of this Franchise Agreement, and any portion thereof, is considered severable. Any applicable State Addendum forms part of this Franchise Agreement and controls over any conflicting provision of this Franchise Agreement. If any applicable and binding law, or any applicable State Addendum, imposes mandatory, non-waivable terms or conditions that conflict with a provision of this Franchise Agreement, then the terms or conditions required by that law or State Addendum shall govern to the extent of the inconsistency, and the conflicting provision of this Franchise Agreement shall be deemed automatically modified only to the minimum extent necessary to comply. If a court concludes that any promise or covenant in this Franchise Agreement is unreasonable and unenforceable, including without limitation, the Brand Covenants, the court may modify, blue-pencil, or enforce such promise or covenant to the minimum extent necessary to make it enforceable and to carry out the original intent of the parties to the fullest extent permitted by law.

30.4 Waivers

We and you may, by written instrument, waive or reduce any obligation owed to the waiving party or any restriction imposed for the benefit of the waiving party. Any waiver granted by us shall apply only to the specifically waived provisions and shall not affect any other rights we may have. We and you shall not be deemed to have waived or impaired any right, power or option reserved by this Franchise Agreement (including the right to demand exact compliance with every term, condition and covenant in this Franchise Agreement, or to declare any breach of this Franchise Agreement to be a default, and to terminate the Franchise Agreement before the expiration of its Term) by virtue of: (i) any custom or practice of the parties that varies with the terms of this Franchise Agreement; (ii) any failure, refusal or neglect of us or you to exercise any right under this Franchise Agreement or to insist upon exact compliance by the other with its obligations under this Franchise Agreement, including any mandatory specification, standard or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, relating to other The Big Biscuit franchisees; or (iv) the acceptance by us of any payments due from you after breach of this Franchise Agreement.

30.5 Approvals

Whenever this Franchise Agreement requires our approval, you must make a timely written request for approval, and the approval must be in writing in order to bind us. Except as otherwise expressly provided in this Franchise Agreement, if we fail to approve any request for approval within the required period of time, we shall be deemed to have denied your request. If we deny approval and you seek legal redress for the denial, the only relief to which you may be entitled is specific performance or injunctive relief requiring us to grant the requested approval, but only if a court or arbitrator finally determines that our denial was improper. Except where this Franchise Agreement states that we may not unreasonably withhold our approval or consent, we may withhold such approval or consent, in our sole discretion. You are not entitled to any other relief or damages for our denial of approval.

30.6 Force Majeure

No party shall be liable for any loss or damage that arises directly or indirectly through or as a result of any failure or delay in the fulfillment of its obligations in whole or in part (other than the payment of money as may be owed by a party) under this Franchise Agreement where the delay or failure is due to "Force Majeure." In the event of Force Majeure, the parties shall be relieved of their respective obligations only to the extent each party, respectively, is prevented or delayed in performing its obligations during the period of Force Majeure. As used in this Franchise Agreement, the term "Force Majeure" shall mean any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, pandemic, fire or other catastrophe, act of any government and any other similar cause which is beyond the party's control and cannot be overcome by use of normal commercial measures. The party whose performance is affected by an event of Force Majeure shall give prompt notice of such event to the other party, which if practicable shall be given no more than 48 hours after the event, and provide the other party with the information regarding the nature of the event and its estimated duration. The affected party will provide the other party with periodic reports regarding the status and progress of the Force Majeure event. Each party must use its commercially reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of the Franchise Agreement and to fulfill its obligations under the Franchise Agreement.

Upon completion of a Force Majeure event, the party affected must as soon as reasonably practicable recommence the performance of its obligations under this Franchise Agreement. Any delay resulting from an event of Force Majeure will extend performance accordingly or excuse performance (other than payment of money), in whole or in part, only to the extent reasonable under the circumstances. However, in the event the Force Majeure continues for a period of six months or more, then the unaffected party may, at its option, terminate this Franchise Agreement by 30 days prior written notice to the party asserting such Force Majeure. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of the event, nor does that event affect any obligation to pay money owed under the Franchise Agreement or to indemnify us, whether such obligation arose before or after the Force Majeure event. An event of Force Majeure shall not affect your obligations to comply with any restrictive covenants in this Franchise Agreement during or after the Force Majeure event.

30.7 Delegation

We have the right in our sole and absolute discretion to delegate to third party designees, whether these designees are our agents or independent contractors with whom we have contracted, the performance of any portion or all of our obligations under this Franchise Agreement, and to delegate the exercise of any right that we have under this Franchise Agreement. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Franchise Agreement and applicable law.

30.8 Binding Effect

This Franchise Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Franchise Agreement is binding upon the parties to this Franchise Agreement and their respective executors, administrators, heirs, permitted assigns and successors in interest. Nothing in this Franchise Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Franchise Agreement; provided, however, that the additional insureds and the Indemnified Parties are intended third party beneficiaries under this Franchise Agreement with respect to the provisions of this Franchise Agreement that expressly benefit them, including indemnification obligations of you.

30.9 Integration

This Franchise Agreement, together with its attachments and exhibits, any applicable State Addendum, and any amendments or addenda signed by both parties, constitutes the entire agreement between the parties and may not be changed except by a written document signed by both parties, except as otherwise expressly provided in this Franchise Agreement with respect to the Franchise Operations Manual. Any email correspondence or other form of informal electronic communication shall not be deemed to modify this Franchise Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Franchise Agreement. The attachments and exhibits to this Franchise Agreement are part of this Franchise Agreement. No provision herein expressly identifying any term or breach of this Franchise Agreement as material shall be construed to imply that any other term or breach which is not so identified is not material. As referenced above, all mandatory provisions of the Franchise Operations Manual are part of this Franchise Agreement; however, notwithstanding the foregoing, we may modify the Franchise Operations Manual at any time.

Any representations made before entering into this Franchise Agreement are not enforceable unless they are specifically contained in this Franchise Agreement. Nothing in this Franchise Agreement is intended to disclaim any of the representations we made in the Franchise Disclosure Document.

30.10 Covenant of Good Faith

To the extent applicable law implies a covenant of good faith and fair dealing in this Franchise Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Franchise Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Franchise Agreement (and the relationship of the parties that is inherent in this Franchise Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Franchise Agreement that may favorably or adversely affect your interests; (ii) we will use our judgment in exercising that discretion based on our general assessment of our own interests and balancing those interests against the general interests of our franchisees (including ourselves and our affiliates if applicable), and not based on your or any other franchisee's specific individual interests; (iii) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised.

30.11 Cumulative Rights

The rights of the parties under this Franchise Agreement are cumulative and no exercise or enforcement by either party of any right or remedy under this Franchise Agreement will preclude any other right or remedy available under this Franchise Agreement or by law.

30.12 Survival

All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Franchise Agreement (or the Transfer of an ownership interest in the Franchised Business) will continue in full force and effect, even after the termination, expiration or Transfer of the Franchise Agreement, until they are fully satisfied or expire by their own terms.

30.13 Construction

The headings in this Franchise Agreement are for convenience only and do not define, limit or construe the contents of the sections or subsections. All references to Sections refer to the Sections contained in this Franchise Agreement unless otherwise specified. All references to days in this Franchise Agreement refer to calendar days unless otherwise specified. The term "you" as used in this Franchise Agreement is applicable to one or more persons or an Entity, and the singular usage includes the plural and vice versa.

30.14 Time is of the Essence

Time is of the essence in this Franchise Agreement and every term thereof.

30.15 Notice

All notices given under this Franchise Agreement must be in writing and shall be considered given at the time delivered by hand, or one business day after sending by email or comparable electronic system to the recipient's designated email address, one business day after delivery by a reputable overnight delivery service, or one business day after confirmed delivery by certified mail addressed to: (a) to us at 5215 W. 94th Terrace, Prairie Village, Kansas 66207, with a copy to franchise@bigbiscuitfranchise.com, unless written notice is given of a change of address; and (b) to you at the address set forth on Attachment A of this Franchise Agreement and your designated email address, unless written notice is given of a change of address.

(Signature Page Follows)

The parties to this Franchise Agreement have executed this Franchise Agreement effective as of the Effective Date set forth in Attachment A.

FRANCHISOR:

BIG BISCUIT INDUSTRIES, LLC,
a Kansas limited liability company

Sign:
Printed Name: [Franchisor Signatory]
Title: [Franchisor Title]

FRANCHISEE:

[INSERT NAME OF FRANCHISEE]
[Franchisee Entity Info]

Sign:
Printed Name: [Franchisee Signatory]
Title: [Franchisee Title]

Or if Franchisee is an individual(s)

Sign:
Printed Name: [Franchisee Signatory]

Sign:
Printed Name: [Franchisee Signatory]

Sign:
Printed Name: [Franchisee Signatory]

ATTACHMENT A

TO THE FRANCHISE AGREEMENT

FRANCHISE DATA SHEET

1. **Effective Date**. The Effective Date of this Franchise Agreement, set forth in the introductory Paragraph of this Franchise Agreement is:

[Effective Date]

2. **Franchisee**. The Franchisee identified in the introductory paragraph of the Franchise Agreement is:

[Name of Franchisee]

3. **Notice Address**. Franchisee Notice Address is:

[Franchisee Address] [Franchisee Email Address]

4. **Initial Franchise Fee**. The "Initial Franchise Fee" is: (check one):

	____ $40,000 for a single Franchise.
	____ Not applicable; this Franchise Agreement is signed as a Successor Franchise Agreement or as a result of a Transfer.
	____ Not applicable; this Franchise Agreement is the first Franchise Agreement signed at the same time as the Area Development Agreement dated _____, 20. The portion of the Development Fee for the first Franchised Business has been applied to the Initial Franchise Fee for this Franchise Agreement, so no additional Initial Franchise Fee is due when this Franchise Agreement is signed.
	____ This Franchise Agreement is for an additional Franchised Business under the Area Development Agreement dated _____, 20. The Initial Franchise Fee due for this Franchise Agreement is the remaining 50% of the Initial Franchise Fee for this Franchised Business, and Franchisee must pay that amount when this Franchise Agreement is signed.

5. **Territory**: (check one)

____ The Franchised Business will be operated in a Metropolitan Area and will not have a Territory.

____ The Franchised Business will be operated from a Non-Traditional Location and will not have a Territory.

____ Subject to final approval of the location of the Franchised Business, the parties intend that the Franchised Business will have a Territory, which shall be set forth in Attachment A-1. We will present you with the Territory upon the identification of the site for the Franchised Business. If you do not wish to accept the Territory, you may choose another site location and we will present you with another Territory based on the site selected. If Attachment A-

1 is completed and signed after the Effective Date, it will become part of this Franchise Agreement without the need for a separate amendment.

6. **Location**. If a particular site for the Premises has been selected and approved at the time of the signing of this Franchise Agreement, it shall be entered in Attachment A-1 as the Premises location, and the Territory shall be as listed in Attachment A-1, if applicable. If a particular site has not been selected and approved at the time of the signing of this Franchise Agreement, once we have approved a location for your Premises, you and we will execute Attachment A-1.

FRANCHISOR:
BIG BISCUIT INDUSTRIES, LLC
a Kansas limited liability company

Sign:
Printed Name: [Franchisor Signatory]
Title: [Franchisor Title]
Date:

FRANCHISEE:
[INSERT NAME OF FRANCHISEE]
[Franchisee Entity Info]

Sign:
Printed Name: [Franchisee Signatory]
Title: [Franchisee Title]
Date:

Or if Franchisee is an individual(s)

Sign:
Printed Name: [Franchisee Signatory]
Date:

Sign:
Printed Name: [Franchisee Signatory]
Date:

ATTACHMENT A-1

TO THE FRANCHISE AGREEMENT

PREMISES AND TERRITORY AND DELIVERY AREA

This Attachment A-1 sets forth the Premises and the Territory for the Franchised Business. If this Attachment A-1 is executed on the Effective Date of the Franchise Agreement, it is part of the Franchise Agreement as of the Effective Date. If this Attachment A-1 is executed after the Effective Date following our approval of the site for the Premises, it becomes part of the Franchise Agreement when signed by both parties, without the need for a separate amendment.

You have received acceptance for the site location for the Premises that satisfies the demographics and location requirements minimally necessary for a Premises and that meets our minimum current standards and specifications for the buildout, interior design, layout, floor plan, signs, designs, color and décor of a Premises. You acknowledge that our acceptance of the site location for the Premises is in no way a representation by us that your site will be successful. You and we have mutually agreed on the Premises and the Territory for the Franchised Business as set forth below. You acknowledge that the Territory is in conformance with the territory guidelines stated in Item 12 of the Franchise Disclosure Document.

1. Location for the Premises:

The Premises for your Franchised Business as provided in Section 2 of the Franchise Agreement is:

[Premises address]

2. Territory (select one):

	Not applicable. You will operate your Franchised Business at a Non-Traditional Location or within a Metropolitan Area and shall not receive a Territory.
	You and we have mutually agreed upon a Territory based on the site for the Premises which is indicated below: [INSERT TERRITORY MAP OR DESCRIPTION]

3. Delivery Area (select one):

	Same as the Territory listed in Section 2 above.
	Not applicable; you do not receive a Delivery Area
	We have permitted you to offer delivery and catering services. The current boundaries (which are subject to change over the term of the Franchise Agreement) of Delivery Area as provided in Section 13.14 of the Franchise Agreement shall be the geographic area described below and/or as depicted in the following map: [DELIVERY TERRITORY]

(***Signature Page Follows***)

FRANCHISOR:
BIG BISCUIT INDUSTRIES, LLC
a Kansas limited liability company

Sign:
Printed Name: [Franchisor Signatory]
Title: [Franchisor Title]
Date:

FRANCHISEE:
[INSERT NAME OF FRANCHISEE]
[Franchisee Entity Info]

Sign:
Printed Name: [Franchisee Signatory]
Title: [Franchisee Title]
Date:

Or if Franchisee is an individual(s)

Sign:
Printed Name: [Franchisee Signatory]
Date:

Sign:
Printed Name: [Franchisee Signatory]
Date:

ATTACHMENT B

TO THE FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP

1. **Franchisee:**

[Name of Franchisee] [Franchisee Entity Info]

2. **Form of Ownership: (Check One)**

____ Individual(s) ____ Partnership ____ Corporation ____ Limited Liability Company

3. **State and Date of Formation/Incorporation**:

[State and Date of Formation/Incorporation]

4. **Ownership and Management of the Franchisee**:

Name of Individual*	**Ownership Title** (if any) (member, managing member, partner, shareholder, individual, trustee)	**Management Position** (if any) (managers, officers, board of directors, etc.)	**Address**	**Percentage Owned** (if any)
*If any owner is a legal entity, please list the owners of such entities up through the individuals.				

5. **Identification of Responsible Owner**. Your Responsible Owner is [Responsible Owner Name].

6. **Identification of Operating Manager**. Your Operating Manager, if applicable, is [Operating Manager Name].

This form is current and complete as of the Effective Date.

FRANCHISEE:

[INSERT NAME OF FRANCHISEE]
[Franchisee Entity Info]

Sign:
Printed Name: [Franchisee Signatory]
Title: [Franchisee Title]
Date:

Or if Franchisee is an individual(s)

Sign:
Printed Name: [Franchisee Signatory]
Date:

Sign:
Printed Name: [Franchisee Signatory]
Date:

ATTACHMENT C

TO THE FRANCHISE AGREEMENT

FRANCHISE OWNER AGREEMENT

As a condition to the granting by Big Biscuit Industries, LLC ("we" or "us") of a franchise agreement with [Franchisee Name] ("Franchisee"), the undersigned individual or individuals, consisting of (i) all of the owners of a direct or indirect beneficial interest in Franchisee (collectively "Owners"), and (ii) their respective spouses, if any (collectively, "Franchise Owners"), covenant and agree to be bound by this Franchise Owner Agreement ("Franchise Owner Agreement").

1. Acknowledgments.

1.1 Franchise Agreement. Franchisee entered into a franchise agreement with us effective as of [Franchise Effective Date] ("Franchise Agreement"). Capitalized words not defined in this Franchise Owner Agreement will have the same meanings ascribed to them in the Franchise Agreement.

1.2 Franchise Owners' Role. Franchise Owners are the beneficial owners or spouses of the beneficial owners of all of the direct and indirect equity interest, membership interest, or other equity controlling interest in Franchisee and acknowledge there are benefits received and to be received by each Franchise Owner, jointly and severally, and for themselves, their heirs, legal representatives, and assigns. Franchisee's obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee's direct and indirect owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Franchise Owners are required to enter into this Franchise Owner Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Franchise Owners will be jointly and severally liable for any breach of this Franchise Owner Agreement.

2. Non-Disclosure and Protection of Confidential Information.

2.1 Confidentiality. Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other Confidential Information relating to the establishment and operation of a franchised business. The provisions of the Franchise Agreement governing Franchisee's non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Franchise Owner Agreement by reference, and Franchise Owners agree to comply with each obligation as though fully set forth in this Franchise Owner Agreement as a direct and primary obligation of Franchise Owners. Further, we may seek the same remedies against Franchise Owners under this Franchise Owner Agreement as we may seek against Franchisee under the Franchise Agreement. Any and all information, knowledge, know-how, techniques, and other data which we designate as confidential will also be deemed Confidential Information for purposes of this Franchise Owner Agreement.

2.2 Immediate Family Members. Franchise Owners acknowledge that they could circumvent the purpose of Section 2.1 by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). Franchise Owners also acknowledge that it would be difficult for us to prove whether Franchise Owners disclosed the Confidential Information to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of Section 2.1 if any member of his or her immediate family uses or discloses the Confidential Information or engages in any activities that would constitute a violation of the covenants listed in Section 3, below, if performed by Franchise Owners. However, Franchise Owners may rebut this presumption by furnishing

evidence conclusively showing that Franchise Owners did not disclose the Confidential Information to the family member.

3. Covenant Not to Compete.

3.1 Non-Competition During and After the Term of the Franchise Agreement. Franchise Owners acknowledge that as a participant in our system, they will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures, and techniques which we have developed. The provisions of the Franchise Agreement governing Franchisee's restrictions on competition both during the term of the Franchise Agreement and following the expiration, termination or transfer of the Franchise Agreement are hereby incorporated into this Franchise Owner Agreement by reference, and Franchise Owners agree to comply with and perform each such covenant as though fully set forth in this Franchise Owner Agreement as a direct and primary obligation of Franchise Owners. Further, we may seek the same remedies against Franchise Owners under this Franchise Owner Agreement as we may seek against Franchisee under the Franchise Agreement.

3.2 Construction of Covenants. The parties agree that each such covenant related to non-competition will be construed as independent of any other covenant or provision of this Franchise Owner Agreement. If all or any portion of a covenant referenced in this Section 3 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Franchise Owners agree to remain bound to the maximum extent permitted by law, as if that covenant were separately stated in and made a part of this Section 3.

3.3 Our Right to Reduce Scope of Covenants. Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any covenant referenced in this Section 3 of this Franchise Owner Agreement, without Franchise Owners' consent (before or after any dispute arises), effective when we give Franchise Owners written notice of this reduction. Franchise Owners agree to comply with any covenant as so modified.

4. Continuing Guarantee.

4.1 Payment. Franchise Owners will pay us (or cause us to be paid) all monies payable by Franchisee under the Franchise Agreement whether now or in the future on the dates and in the manner required for payment in the relevant agreement.

4.2 Performance. Franchise Owners unconditionally guarantee full performance and discharge by Franchisee of all of Franchisee's obligations under the Franchise Agreement whether now or in the future on the date and times and in the manner required in the relevant agreement.

4.3 Indemnification. Franchise Owners will indemnify, defend, and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees, and agents of such entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for, whether now or in the future, by reason of: (i) Franchisee's failure to pay the amounts owed (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (ii) any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.

4.4 No Exhaustion of Remedies. Franchise Owners acknowledge and agree that we are not obligated to exhaust all remedies (whether legal or equitable) against or pursue relief from the Franchisee, before proceeding to enforce the obligations of the Franchise Owners as guarantors under this Franchise Owner Agreement. The enforcement of Franchise Owners' obligations can take place before,

after, or simultaneously with the enforcement of any of the Franchisee's debts or obligations under the Franchise Agreement.

4.5 Waiver of Notice. Without affecting Franchise Owners' obligations under this Section 4, we can extend, modify, or release any of Franchisee's indebtedness or obligation, or settle, adjust, or compromise any claims against Franchisee, all without notice to the Franchise Owners. Franchise Owners waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

4.6 Effect of Owner's Death. Upon the death of an Owner, the estate of such Franchise Owner will be bound by the obligations in this Section 4, but only for defaults and obligations hereunder existing at the time of death, and the obligations of any other Franchise Owners will continue in full force and effect.

4.7 Waiver of Acceptance, Default and Defenses. Owners waive: (i) acceptance and notice of acceptance by us of the foregoing undertakings; (ii) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; and (iii) any and all other notices and legal or equitable defenses, right of setoff, claim or counterclaim whatsoever to which they may be entitled at any time hereunder.

4.8 Continuing Nature. Franchise Owners agree that each of the obligations in this Section 4 shall be continuing and shall not be discharged by: (i) the insolvency of Franchisee or the payment in full of all of the obligations at any time; (ii) the power or authority or lack thereof of Franchisee to incur the obligations; (iii) the validity or invalidity of any of the obligations; (iv) the existence or non-existence of Franchisee as a legal entity; (v) any statute of limitations affecting the liability of Franchise Owners or the ability of us to enforce this Franchise Owner Agreement or the obligations; or (vi) any right of offset, counterclaim or defense of any Owner, including, without limitation, those which have been waived by Franchise Owners pursuant to this Franchise Owner Agreement.

5. Transfers. Franchise Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Franchise Owners' business experience, skill, financial resources, and personal character. Accordingly, Franchise Owners agree not to sell, encumber, assign, transfer, convey, pledge, merge, or give away any direct or indirect interest in this Franchisee, unless Franchise Owners first comply with the sections in the Franchise Agreement regarding Transfers. Franchise Owners acknowledge and agree that attempting to Transfer an interest in the Franchisee without our express written consent, except those situations provided in the Franchise Agreement where our consent is not required, will be a breach of this Franchise Owner Agreement and the Franchise Agreement. We may, from time to time, without notice to Franchise Owners, assign or transfer any or all of Franchise Owners' rights, duties and obligations or any interest therein in this Franchise Owner Agreement and, notwithstanding any assignment(s) or transfer(s), the rights, duties and obligations shall be and remain for the purpose of this Franchise Owner Agreement. Each and every immediate and successive assignee or transferee of any of the rights, duties or obligations of any interest therein shall, to the extent of such party's interest in the rights duties and/or obligations, be entitled to the benefits of this Franchise Owner Agreement to the same extent as if such assignee or transferee were us.

6. Notices.

6.1 Method of Notice. Any notices given under this Franchise Owner Agreement shall be in writing and delivered in accordance with the provisions of the Franchise Agreement.

6.2 Notice Addresses. Our current address for all communications under this Franchise Owner Agreement is:

Big Biscuit Industries, LLC
5215 W. 94th Terrace
Prairie Village, Kansas 66207

The current address of each Franchise Owner for all communications under this Franchise Owner Agreement is designated on the signature page of this Franchise Owner Agreement. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.

7. Enforcement of This Franchise Owner Agreement.

7.1 Dispute Resolution. Any claim or dispute arising out of or relating to this Franchise Owner Agreement shall be subject to the dispute resolution provisions of the Franchise Agreement. This agreement to engage in such dispute resolution process shall survive the termination or expiration of this Franchise Owner Agreement.

7.2 Choice of Law; Jurisdiction and Venue. This Franchise Owner Agreement and any claim or controversy arising out of, or relating to, any of the rights or obligations under this Franchise Owner Agreement, and any other claim or controversy between the parties, will be governed by the choice of law, jurisdiction, and venue provisions of the Franchise Agreement.

7.3 Equitable Remedies. Franchise Owners acknowledge and agree that the covenants and obligations of the Franchise Owners relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants and obligations will cause us irreparable injury for which adequate remedies are not available at law. Therefore, Franchise Owners agree that we shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) as a court of competent jurisdiction may deem necessary or appropriate to restrain Franchise Owners from committing any violation of the covenants and obligations contained in this Franchise Owner Agreement. If equitable relief is granted, Franchise Owners' only remedy will be the court's dissolution of the injunctive relief. If equitable relief was wrongfully issued, Franchise Owners expressly waive all claims for damages they incurred as a result of the wrongful issuance.

8. Miscellaneous.

8.1 No Other Agreements. This Franchise Owner Agreement constitutes the entire, full, and complete agreement between the parties, and supersedes any earlier or contemporaneous negotiations, discussions, understandings, or agreements. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Franchise Owner Agreement, other than those in this Franchise Owner Agreement. No other obligations, restrictions, or duties that contradict or are inconsistent with the express terms of this Franchise Owner Agreement may be implied into this Franchise Owner Agreement. Except for unilateral reduction of the scope of the covenants permitted in Section 3.3 (or as otherwise expressly provided in this Franchise Owner Agreement), no amendment, change, or variance from this Franchise Owner Agreement will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.

8.2 Severability. Each provision of this Franchise Owner Agreement, and any portions thereof, will be considered severable. If any provision of this Franchise Owner Agreement or the application of any provision to any person, property, or circumstances is determined by a court of competent jurisdiction

to be invalid or unenforceable, the remainder of this Franchise Owner Agreement will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate the Franchise Owners' obligations under the Franchise Agreement to the fullest extent permitted by law), and the parties agree to be bound by the modified provisions.

8.3 No Third-Party Beneficiaries. Nothing in this Franchise Owner Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors, and assigns) any rights or remedies under or by reason of this Franchise Owner Agreement.

8.4 Construction. Any term defined in the Franchise Agreement which is not defined in this Franchise Owner Agreement will be ascribed the meaning given to it in the Franchise Agreement. The language of this Franchise Owner Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Franchise Owner Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

8.5 Binding Effect. This Franchise Owner Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Franchise Owner Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors, and (permitted) assigns.

8.6 Successors. References to "We," "Franchise Owners," "the undersigned," or "you" include the respective parties' heirs, successors, assigns, or transferees.

8.7 Nonwaiver. Our failure to insist upon strict compliance with any provision of this Franchise Owner Agreement shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Franchise Owner Agreement shall be cumulative.

8.8 No Personal Liability. Franchise Owners agree that fulfillment of any and all of our obligations written in the Franchise Agreement or this Franchise Owner Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to Franchise Owners for any reason.

8.9 Franchise Owner Agreement Controls. In the event of any discrepancy between this Franchise Owner Agreement and the Franchise Agreement, this Franchise Owner Agreement shall control.

IN WITNESS WHEREOF, the parties have entered into this Franchise Owner Agreement as of the Effective Date of the Franchise Agreement.

(Signature page follows)

OWNER(S):

Signature:
Printed Name: [Insert Name of Owner 1]
Address: [Insert Address of Owner 1]

Signature:
Printed Name: [Insert Name of Owner 2]
Address: [Insert Address of Owner 2]

Signature:
Printed Name: [Insert Name of Owner 3]
Address: [Insert Address of Owner 3]

SPOUSE(S):

Signature:
Printed Name: [Insert Name of Spouse 1]
Address: [Insert Address of Spouse 1]

Signature:
Printed Name: [Insert Name of Spouse 2]
Address: [Insert Address of Spouse 2]

Signature:
Printed Name: [Insert Name of Spouse 3]
Address: [Insert Address of Spouse 3]

EXHIBIT D

AREA DEVELOPMENT AGREEMENT

EXHIBIT D

THE BIG BISCUIT

AREA DEVELOPMENT AGREEMENT

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ATTACHMENTS:

Attachment A	Data Sheet
Attachment B	Development Schedule
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THE BIG BISCUIT

AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT ("Area Development Agreement") is made and entered into by and between Big Biscuit Industries, LLC, a Kansas limited liability company ("we," "us," or "our"), and the area developer identified in the signature page of this Area Development Agreement ("you" or "your") as of the date specified as the "Effective Date" in Attachment A to this Area Development Agreement. If more than one person or entity is listed as Area Developer, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Area Development Agreement.

WITNESSETH:

WHEREAS, we offer franchise rights relating to the establishment, development and operation of franchises ("The Big Biscuit Franchise(s)") that operate a business providing full-service, family-style restaurants specializing in freshly prepared breakfast and lunch menu items featuring classic American comfort food in a welcoming, family-friendly environment ("The Big Biscuit Business(es)");

WHEREAS, in addition to this Area Development Agreement, you and we have entered into a franchise agreement (the "Initial Franchise Agreement") for the right to establish and operate a single The Big Biscuit Business (the "Initial Business"); and

WHEREAS, you desire to purchase an option to establish and operate multiple The Big Biscuit Franchises within the territory described in Attachment A ("Development Territory"), under the development schedule described in Attachment B ("Development Schedule") and pursuant to the terms and conditions of this Area Development Agreement.

NOW, THEREFORE, in consideration for the promises, rights and obligations set forth in this Area Development Agreement, the parties mutually agree as follows:

1. GRANT

1.1 We hereby grant to you the right to establish and operate the number of The Big Biscuit Franchises indicated in Section 1 of Attachment B within the Development Territory described in Attachment A. Each The Big Biscuit Franchise shall be operated according to the terms of our then-current form of individual franchise agreement which may contain materially different terms from the Initial Franchise Agreement including, but not limited to, higher royalty fees.

1.2 If you comply with the terms of this Area Development Agreement, then we will not directly or indirectly cause or allow other The Big Biscuit Franchises to be franchised or licensed in the Development Territory during the Term of this Area Development Agreement, subject to limited exceptions. You acknowledge that the Development Territory may already include existing The Big Biscuit Franchises, and that you may not develop a The Big Biscuit Franchise that infringes on the territorial rights of existing The Big Biscuit Franchises. We and our affiliates have the right to operate, and to license others to operate, The Big Biscuit Businesses at any location outside the Development Territory, even if doing so could affect your operation of any of your The Big Biscuit Businesses.

Additionally, locations that are considered non-traditional locations are excluded from the Development Territory, and we reserve the right to develop, franchise or license others to develop these

The Big Biscuit Businesses in these non-traditional locations located within the physical boundaries of the Development Territory. A "Non-Traditional Location" means a location other than a standard brick-and-mortar retail location that is within another primary business, in conjunction with other businesses, or in an institutional setting, including toll roads, train stations, amusement parks, shopping malls, travel stations, hotels, motels, ships, ports, piers, casinos, stadiums, airports, theatres, big box retailers, building supply stores, warehouse club stores, colleges, universities, schools, hospitals, military facilities, and other governmental facilities.

We and our affiliates, and any other authorized person or entity (including any other The Big Biscuit Franchise), reserve the right at any time, to conduct any other type of activities within your Development Territory that we and our affiliates are permitted to conduct under the Initial Franchise Agreement and any subsequent franchise agreements. We also retain the right, for ourselves, our affiliates, and any other authorized person or entity (including any other The Big Biscuit Franchises), to act in the manner permitted in any franchise agreement.

(a) We reserve all rights not expressly granted to you, including the right for ourselves and our affiliates to engage in any other business activities not expressly prohibited by this Area Development Agreement. This includes, but is not limited to, the right (i) to own, franchise, or operate The Big Biscuit Businesses at any location outside of the Development Territory, regardless of the proximity to your The Big Biscuit Business; (ii) to own, franchise, or operate The Big Biscuit Businesses at Non-Traditional Locations within or outside of the Development Territory, regardless of the proximity to your The Big Biscuit Businesses; (iii) to use The Big Biscuit trademarks (the "Marks") and system (the "System") to sell any products or services, similar to those which you will sell, through any alternate channels of distribution within or outside of the Development Territory, including, but not limited to, other channels of distribution such as television, mail order, catalogue sales, wholesale to unrelated retail outlets, or over the Internet; (iv) to use and license the use of other proprietary and non-Marks or methods which are not the same as or confusingly similar to the Marks, at any location, including within the Development Territory, which may be similar to or different from your The Big Biscuit Business; (v) to engage in any transaction (including purchases, mergers or conversions), involving the System or a new system, with any business, including businesses that directly or indirectly compete with your The Big Biscuit Business, regardless of their location, provided that any competing businesses located inside your Development Territory will not operate under the Marks; (vi) to implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere; and (vii) to engage in any other business activities not expressly prohibited by this Area Development Agreement.

We are not required to pay you if we exercise any of the rights specified above within the Development Territory. We do not pay compensation for soliciting or accepting orders inside the Development Territory.

Upon the expiration or termination of this Area Development Agreement, you shall have no further right to construct, equip, own, open or operate additional The Big Biscuit Franchises which are not, at the time of such termination or expiration, the subject of a then-existing franchise agreement between you (or an affiliate of you) and us, which is then in full force and effect.

1.3 This Area Development Agreement is not a franchise agreement and does not grant you the right to use the Marks or System in any manner. Each The Big Biscuit Franchise will be governed by the individual franchise agreement signed by you or your affiliate and us for each The Big Biscuit Business.

1.4 You must own at least a 51% equity interest in any legal entity that develops or operates each The Big Biscuit Business developed under this Area Development Agreement. You shall identify all of

your equity owners and leadership and management personnel (officers, directors, managers, etc.) by completing the "Statement of Ownership" attached to this Area Development Agreement as Attachment C. You agree to execute an updated form of Attachment C within ten business days of any change in your equity ownership. Failure to provide us with an updated Attachment C within the time frame specified in this Section 1.4 shall constitute a default of this Area Development Agreement. You must also provide us with any additional documentation we may require to verify your ownership interest in any legal entity that develops or operates a The Big Biscuit Business under this Area Development Agreement.

2. TERM

Unless earlier terminated due to default as provided in Section 8, the term of this Area Development Agreement will expire upon the earlier of the following: (a) the termination date listed on Section 2 of Attachment B; or (b) completion of the obligations of the Development Schedule, and no notice shall be required to evidence or effectuate such expiration, which shall occur automatically upon the fulfilment of either of the foregoing conditions. Upon expiration or termination of this Area Development Agreement, the only territorial protections that you will retain are those under each individual franchise agreement. During the term of this Area Development Agreement (and following termination of this Area Development Agreement), you shall be subject to all confidentiality and non-compete provisions contained in any franchise agreements, Franchise Owner Agreements and similar agreements you have signed with us or our affiliates.

3. DEVELOPMENT FEE

You must pay us the total "Development Fee" set forth in Attachment A upon execution of this Area Development Agreement. The Development Fee is equal to the Initial Franchise Fee (as defined in the Initial Franchise Agreement) for the first The Big Biscuit Business to be developed under this Area Development Agreement, plus 50% of the Initial Franchise Fee for each additional The Big Biscuit Business you agree to develop under this Area Development Agreement. The Development Fee is uniformly calculated, payable when you sign this Area Development Agreement, is fully earned by us upon execution of this Area Development Agreement as consideration for the development rights you receive under this Area Development Agreement, and is non-refundable under any circumstances, even if you fail to open any The Big Biscuit Businesses. The portion of the Development Fee attributable to the first The Big Biscuit Business will be applied to the Initial Franchise Fee due under the Initial Franchise Agreement. When you sign each additional franchise agreement under this Area Development Agreement, you must pay the remaining 50% of the then-current Initial Franchise Fee for that additional The Big Biscuit Business.

4. MANNER FOR EXERCISING DEVELOPMENT RIGHTS

In order to exercise your development rights under this Area Development Agreement, you must enter into separate franchise agreements for each The Big Biscuit Franchise to be developed under this Area Development Agreement. The Initial Franchise Agreement shall be executed and delivered concurrently with the execution and delivery of this Area Development Agreement. All subsequent The Big Biscuit Franchises developed under this Area Development Agreement shall be established and operated pursuant to the form of franchise agreement and ancillary documents then being used by us for a The Big Biscuit Franchise. You acknowledge that the then-current form of franchise agreement may differ from the Initial Franchise Agreement. You may not exercise any development rights under this Area Development Agreement while you are in default of any other agreement with us, including the Initial Franchise Agreement, or any other franchise agreement between us and you.

5. DEVELOPMENT SCHEDULE

5.1 Acknowledging that time is of the essence, you agree to exercise your development rights according to Section 4 and according to the Development Schedule set forth in Attachment B, which designates the number of The Big Biscuit Franchises that must be opened in the Development Territory prior to the expiration of each of the designated development periods (each a "Development Period").

5.2 During any Development Period, you may, with our prior written consent, develop more than the number of The Big Biscuit Businesses than you are required to develop during that Development Period by opening multiple The Big Biscuit Businesses during a single Development Period. Any The Big Biscuit Businesses opened during a Development Period in excess of the minimum number to be opened prior to expiration of that Development Period shall be applied to satisfy your development obligation during the next succeeding Development Period. You are not permitted to develop more than the total number of The Big Biscuit Franchises permitted under the Development Schedule.

5.3 You shall open each The Big Biscuit Business in accordance with the terms of the applicable franchise agreement and in accordance with the Development Schedule set forth in Attachment B. You shall execute a franchise agreement for each The Big Biscuit Business you open under this Area Development Agreement.

5.4 Your first failure to adhere to the Development Schedule shall result in a loss of the exclusive territorial rights granted in this Area Development Agreement. Failure by you to adhere to the Development Schedule on two or more occasions shall constitute an event of default under this Area Development Agreement, for which we may exercise any or all of our rights under Section 8.1 of this Area Development Agreement.

5.5 If we are not legally able to deliver a Franchise Disclosure Document to you by reason of any lapse or expiration of our franchise registration, or because we are in the process of amending any such registration, or for any reason beyond our reasonable control, we may delay acceptance of the site for your proposed The Big Biscuit Franchise, or delivery of a franchise agreement, until such time as we are legally able to deliver a Franchise Disclosure Document. Your Development Schedule would be equally extended by such delay.

6. LOCATION OF THE BIG BISCUIT BUSINESSES

The location of each The Big Biscuit Business shall be selected by you and approved by us in accordance with the terms set forth in each franchise agreement signed by you, within the Development Territory.

7. FRANCHISE AGREEMENT

You shall not commence construction on or open any The Big Biscuit Business until, among other things, the individual franchise agreement for that The Big Biscuit Franchise has been signed by both you and us.

8. DEFAULT AND TERMINATION

8.1 You will be in default of this Area Development Agreement if you (or your affiliate(s)): (a) fail to comply with the Development Schedule on two or more occasions; (b) fail to perform any of your obligations under this Area Development Agreement, any individual franchise agreement, or any other

agreement with us or our affiliates; or (c) fail to comply with the transfer provisions contained in this Area Development Agreement. Upon default, we shall have the right, at our option, and in our sole discretion, to do any or all of the following:

(a) terminate this Area Development Agreement;

(b) reduce the size of your Development Territory;

(c) permit you to extend the Development Schedule; or

(d) pursue any other remedy we may have at law or in equity, including, but not limited to, a suit for non-performance.

8.2 In addition, if any individual franchise agreement signed by you or your affiliate, whether or not signed in connection with or pursuant to this Area Development Agreement, is terminated due to your material default thereunder, or if any other agreement between you (or your affiliate) and us or our affiliates is terminated due to your material default, we shall have the right to terminate this Area Development Agreement on immediate written notice to you. Upon termination or expiration of the term of this Area Development Agreement, we shall have the right to open, or license others to open, The Big Biscuit Businesses within the Development Territory (subject to the territorial rights granted, if any, for any then-existing The Big Biscuit franchise agreements); and you shall be subject to all confidentiality and non-competition covenants contained in any franchise agreements, Franchise Owner Agreements and similar agreements you have signed with us or our affiliates. For purposes of this Section 8.2, any franchise agreement signed by us and you or your approved affiliates, or any corporation, partnership or joint venture, or their affiliates, in which you or any stockholder, partner or joint venturer of you has any direct or indirect ownership or participation interest shall be deemed a franchise agreement issued to you.

8.3 Upon your first failure to adhere to the Development Schedule, you will lose the exclusive territorial rights granted in this Area Development Agreement as stated above in Section 5.4, but such initial failure to comply with the Development Schedule will not otherwise constitute default of this Area Development Agreement.

8.4 In the event of a default by you, all of our costs and expenses arising from such default, including reasonable accountant fees, attorney fees and administrative fees shall be paid to us by you within five days after cure or upon demand by us if such default is not cured. You will remain bound by all franchise agreements.

9. ASSIGNMENT

9.1 We shall have the absolute right to transfer or assign all or any part of our rights or obligations hereunder to any person or legal entity which assumes our obligation under this Area Development Agreement and we shall thereby be released from any and all further liability to you. For the avoidance of doubt, a change of control includes any direct or indirect change in the ability to control or direct you, including through a change in the governance, trusteeship, or control of any trust or other entity that directly or indirectly owns an interest in you.

9.2 Upon the death or Permanent Disability (as defined below) of you or any equity owner of you (if you are an entity) or of your Responsible Owner (as defined below), we shall allow a period of up to 180 days after such death or Permanent Disability for his or her heirs, personal representatives or

conservators (the "Heirs") to seek and obtain our consent to the assignment of his or her rights and interests in this Area Development Agreement (or the assignment of his or her equity and voting power) to another equity owner or third-party approved by us. If, within said 180-day period, said Heir(s) fail to receive our consent or to effect such consent to assignment, then this Area Development Agreement shall automatically terminate without further notice or action on our part, unless we elect in writing to extend such period. We may withhold or grant such consent in our sole discretion. For purposes of this Section 9.2, a "Permanent Disability" shall mean any physical, emotional or mental injury, illness or incapacity which would prevent a person from performing the obligations set forth in this Area Development Agreement or in the guaranty made part of this Area Development Agreement for at least 90 consecutive days, and from which condition recovery within 90 days from the date of determination of disability is unlikely. If the parties disagree as to whether a person is disabled, a licensed practicing physician selected by us will examine the person and determine if he or she has a Permanent Disability. If the person refuses to submit to an examination, such person shall automatically be deemed Permanently Disabled as of the date of such refusal for the purpose of this Section 9.2. The costs of any examination required by this Section 9.2 shall be paid by us. Upon the death or claim of Permanent Disability of you or any Responsible Owner, you or your representative must notify us of such death or claim of Permanent Disability within 15 days. The Heirs must request our approval for the right to transfer to the next of kin within 120 calendar days after the death or disability. The "Responsible Owner" means the individual that you designate, and we approve who is primarily responsible for communicating with us about any of your The Big Biscuit Business(es) and all matters related to this Area Development Agreement.

9.3 You may not assign this Area Development Agreement or any rights to the Development Territory except in compliance with Section 9.2. The provisions of this Section shall not restrict you from transferring an open and operating The Big Biscuit Franchise in compliance with the assignment provisions contained in such franchise agreement.

10. FORCE MAJEURE

In the event that you are unable to comply with the Development Schedule due to strike, riot, civil disorder, war, epidemic, pandemic, fire, natural catastrophe or other similar events which are beyond your control and cannot be overcome by use of reasonable commercial measures ("Force Majeure"), and upon notice to us, the Development Schedule and this Area Development Agreement shall be extended for a corresponding period, not to exceed 90 days. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of the event, nor does that event affect any obligation to pay money owed under this Area Development Agreement or any franchise agreement or to indemnify us, whether such obligation arose before or after the Force Majeure event. An event of Force Majeure shall not affect your obligations to comply with any restrictive covenants in this Area Development Agreement during or after the Force Majeure event.

11. ENTIRE AGREEMENT

This Area Development Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Area Development Agreement constitutes the entire understanding of the parties with respect to the development of the Development Territory, and shall not be modified except by a written agreement signed by the parties. However, nothing in this Area Development Agreement or any related agreement is intended to disclaim our representations made in the Franchise Disclosure Document. Where this Area Development Agreement and any franchise agreement between the parties conflicts with respect to the payment terms of Development Fee or equity interests held by you or your operating partners, the terms of this Area Development Agreement shall govern. Under no circumstances does this Area Development Agreement grant you any rights to grant sub-

franchises in the Development Territory. Any applicable state addendum forms part of this Area Development Agreement and controls over any conflicting provision of this Area Development Agreement. No provision herein expressly identifying any term or breach of this Area Development Agreement as material shall be construed to imply that any other term or breach which is not so identified is not material.

12. OUR RELATIONSHIP

Nothing in this Area Development Agreement creates a fiduciary relationship between the parties or is intended to make either party an agent, legal representative, partner or employee of the other party. Neither party may: (a) make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other; or (b) represent that our relationship is other than franchisor and area developer. Neither party is obligated by any agreement or representation made by the other party unless expressly authorized by this Area Development Agreement. You shall enter into contracts for the development of the Development Territory contemplated by this Area Development Agreement at your sole risk and expense, and shall be solely responsible for the direction, control, supervision and management of your agents and employees. You acknowledge that you do not have authority to incur any obligations, responsibilities or liabilities on behalf of us, or to bind us by any representations or warranties, and agree not to hold yourself out as having this authority. You further agree that fulfilment of any and all of our obligations written in this Area Development Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

You or your affiliate (if applicable) must determine appropriate staffing levels for each of your The Big Biscuit Businesses developed under this Area Development Agreement to ensure full compliance with each of the individual franchise agreements and our System standards. You or your affiliate are solely responsible to hire, train and supervise employees or independent contractors to assist with the proper operation of the The Big Biscuit Businesses. You or your affiliate must pay all wages, commissions, fringe benefits, worker's compensation premiums and payroll taxes (and other withholdings levied or fixed by any city, state or federal governmental agency, or otherwise required by law) due for your employees or as applicable, for your independent contractors. These employees and independent contractors will be your or your affiliate's employees or contractors, not ours. We do not control the day-to-day activities of your employees or independent contractors or the manner in which they perform their assigned tasks. You or your affiliate must inform your employees and independent contractors that you are exclusively responsible for supervising their activities and dictating the manner in which they perform their assigned tasks. In this regard, you or your affiliate must use your legal business entity name (not our Marks or a fictitious name) on all employee applications, pay stubs, paychecks, employment agreements, consulting agreements, time cards and similar items.

You have sole responsibility and authority for all employment-related decisions, including employee selection, promotion, firing, hours worked, rates of pay and other benefits, work assignments, training and working conditions, compliance with wage and hour requirements, personnel policies, recordkeeping, supervision and discipline. We will not provide you with any advice or guidance on these matters. You must require your employees and independent contractors to review and sign any acknowledgment form we prescribe that explains the nature of the area development and/or franchise relationship and notifies the employee or independent contractor that you are his or her sole employer. You must also post a conspicuous notice for employees and independent contractors in the back-of-the-house area explaining your area development and/or franchise relationship with us and that you (and not we) are the sole employer. We may prescribe the form and content of this notice. You agree that any direction you receive from us regarding employment/engagement policies should be considered as examples, that you

alone are responsible for establishing and implementing your own policies, and that you understand that you should do so in consultation with local legal counsel competent in employment law.

13. INDEMNIFICATION

You agree to protect, defend, indemnify and hold us and our affiliates, the respective officers, directors, managers, partners, shareholders, members, employees, agents and contractors of these entities (collectively, the "Indemnified Parties") harmless from and against all claims, actions, proceedings, damages, costs, expenses and other losses and liabilities, directly or indirectly incurred as a result of, arising from, out of, or in connection with your carrying out your obligations hereunder; your employment or other contractual relationship with your employees, workers, managers, or independent contractors, including but not limited to any allegation, claim, finding, or ruling that we are an employer or joint employer of your employees; your marketing, selling, or providing of items and services; and any breach or violation of any agreement (including this Area Development Agreement or any franchise agreement between you and us); or any law, regulation or ruling, by any act, error or omission (active or passive) of you, any party associated with you or your affiliate, and your respective officers and employees.

You agree to reimburse us within 10 days of us submitting an invoice to you for all costs of defending the matter, including all attorney fees we incur, whether or not your insurer assumes defense of us promptly when requested. We have the right to approve any resolution or course of action, including, but not limited to, the selection of an attorney for the defense of a matter that could directly or indirectly have any adverse effect on us or our Marks or System, or could serve as a precedent for other matters. Your indemnification obligations under this Section shall expressly survive the termination or expiration of this Area Development Agreement.

14. SUCCESSORS AND ASSIGNS

This Area Development Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their heirs, successors, permitted assigns and personal representatives. If more than one person or entity is listed as the area developer, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Area Development Agreement.

15. APPLICABLE LAW

Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.), this Area Development Agreement and the area developer relationship shall be governed by the laws of the State of Kansas (without reference to its principles of conflicts of law), but any law of that State that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its area developer or franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

If applicable law implies a covenant of good faith and fair dealing in this Area Development Agreement, we and you agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Area Development Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Area Development Agreement (and the relationship of the parties that is inherent in this Area Development Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Area Development Agreement that may favorably or adversely affect your

interests; (ii) we will use our judgment in exercising that discretion based on our general assessment of our own interests and balancing those interests against the general interests of our franchisees and area developers (including ourselves and our affiliates, if applicable), and not based on your or any other area developer's or franchisee's specific individual interests; (iii) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised.

16. NOTICE

Whenever this Area Development Agreement requires notice, it shall be in writing and shall be deemed so delivered at the time delivered by hand; one business day after electronically confirmed transmission by email or other electronic system; one business day after delivery by a reputable overnight delivery service; or one business day after confirmed delivery by certified mail, and addressed: (a) to us at 5215 W. 94th Terrace, Prairie Village, Kansas 66207, with a copy to franchise@bigbiscuitfranchise.com, unless written notice is given of a change of address; and (b) to you at the address set forth in Attachment A of this Area Development Agreement and your designated email address, unless written notice is given of a change of address.

17. DISPUTE RESOLUTION

We and you agree that any dispute between the parties arising out of the terms of this Area Development Agreement shall be governed in accordance with the terms and conditions set forth in the Initial Franchise Agreement, including those provisions requiring mediation and/or arbitration (subject to limited exceptions for certain claims), and such terms and conditions are incorporated into this Area Development Agreement. We and you each agree that our and your respective obligations to comply with the dispute resolution terms set forth in the Initial Franchise Agreement shall survive any termination, expiration or renewal of the Initial Franchise Agreement and shall survive any termination or expiration of this Area Development Agreement.

18. ACKNOWLEDGEMENTS

18.1 You acknowledge and recognize that different area development agreements and franchise agreements may have different terms and conditions, including different fee structures, than this Area Development Agreement, regardless of when those other agreements were or will be executed. We do not represent that all area development agreements or franchise agreements are or will be identical.

18.2 Nothing in this Area Development Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors, and assigns) any rights or remedies under or by reason of this Area Development Agreement.

18.3 You represent to us that you have the business acumen, corporate authority and financial wherewithal to enter into this Area Development Agreement and to perform all of your obligations provided under this Area Development Agreement, and, that the execution of this Area Development Agreement is not in conflict with any other written or oral obligation you may have.

18.4 You acknowledge and accept that it is your obligation to train, manage, pay, recruit, and supervise employees of the The Big Biscuit Businesses.

18.5 You acknowledge and agree that this offering is not a security as that term is defined under applicable Federal and State security laws.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Area Development Agreement on the dates written below.

FRANCHISOR:

BIG BISCUIT INDUSTRIES, LLC
a Kansas limited liability company

Sign:
Printed Name:
Title:
Date:

AREA DEVELOPER:

[Name of Area Developer]
[Area Developer Entity Info]

Sign:
Printed Name: [Area Developer Signatory]
Title:
Date:

Or if Area Developer is an individual(s)

Sign:
Printed Name: [Area Developer Signatory]
Date:

Sign:
Printed Name: [Area Developer Signatory]
Date:

ATTACHMENT A

DATA SHEET

1. Effective Date. The Effective Date of this Area Development Agreement, set forth in the introductory Paragraph of this Area Development Agreement is:

[Effective Date]

2. Area Developer. The Area Developer set forth in the introductory Paragraph of this Area Development Agreement is:

[Name of Area Developer] [Area Developer Entity Info]

3. Description of the Development Territory:

[Description of the Development Territory]

4. Development Fee. The Development Fee depends on the number of The Big Biscuit Businesses being developed under this Area Development Agreement, and is equal to the following:

Check One	Number Of The Big Biscuit Businesses	Development Fee
	2	$60,000
	3	$80,000
	4	$100,000
	5	$120,000

5. Notice Address. The notice address for the area developer, as set forth in Section 16 of this Area Development Agreement, is:

[Area Developer Notice Address]

(Signature Page Follows)

FRANCHISOR:

BIG BISCUIT INDUSTRIES, LLC
a Kansas limited liability company

Sign:
Printed Name:
Title:
Date:

AREA DEVELOPER:

[Name of Area Developer]
[Area Developer Entity Info]

Sign:
Printed Name: [Area Developer Signatory]
Title:
Date:

Or if Area Developer is an individual(s)

Sign:
Printed Name: [Area Developer Signatory]
Date:

Sign:
Printed Name: [Area Developer Signatory]
Date:

ATTACHMENT B

DEVELOPMENT SCHEDULE

1. Number of The Big Biscuit Franchises to be developed under this Area Development Agreement (including the Initial Franchise Agreement):

[Number of The Big Biscuit Franchises To Be Developed]

2. The termination date of this Area Development Agreement shall be the earlier of the date the Development Schedule is complete or:

[Termination Date]

3. Development Schedule:

The Big Biscuit Franchise Number	Development Period End Date/The Big Biscuit Business Opening Deadline
1	Date set forth in Initial Franchise Agreement
2	[Month Day, Year]
3	[Month Day, Year]
4	[Month Day, Year]
5	[Month Day, Year]

(Signature Page Follows)

FRANCHISOR:

BIG BISCUIT INDUSTRIES, LLC
a Kansas limited liability company

Sign:
Printed Name:
Title:
Date:

AREA DEVELOPER:

[Name of Area Developer]
[Area Developer Entity Info]

Sign:
Printed Name: [Area Developer Signatory]
Title:
Date:

Or if Area Developer is an individual(s)

Sign:
Printed Name: [Area Developer Signatory]
Date:

Sign:
Printed Name: [Area Developer Signatory]
Date:

ATTACHMENT C

STATEMENT OF OWNERSHIP

1. **Area Developer:**

[Name of Area Developer] [Area Developer Entity Info]

2. **Form of Ownership: (Check One)**

____ Individual ____ Partnership ____ Corporation ____ Limited Liability Company

3. **State and Date of Formation/Incorporation**:

[State and Date of Formation/Incorporation]

4. **Ownership and Management of the Area Developer:**

Name of Individual*	**Ownership Title** (if any) (member, managing member, partner, shareholder, individual, trustee)	**Management Position** (if any) (managers, officers, board of directors, etc.)	**Address**	**Percentage Owned** (if any)
*If any owner is a legal entity, please list the owners of such entities up through the individuals.				

5. **Identification of Responsible Owner**. Your Responsible Owner is [Responsible Owner Name].

AREA DEVELOPER:

[Name of Area Developer]
[Area Developer Entity Info]

Sign:
Printed Name: [Area Developer Signatory]
Title:
Date:

Or if Area Developer is an individual(s)

Sign:
Printed Name: [Area Developer Signatory]
Date:

Sign:
Printed Name: [Area Developer Signatory]
Date:

EXHIBIT E

LIST OF CURRENT AND FORMER FRANCHISEES

Current Franchisees as of December 28, 2025

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Sims	Terry and Aimee	Southern Sunrise Foods, LLC	3700 SW Falkirk Run Ave	Bentonville	AR	72713	205-705-9073	Terryapexsolutions@gmail.com
Zahn*	Steve	TDI, LLC	1525 N 7 Hwy, Ste 202	Pleasant Hill	MO	64080	816-392-6535	Tulsadevelopmentinc@gmail.com

*Owns seven franchises in Oklahoma

Franchisees with Unopened Outlets as of December 28, 2025:

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Umstattd	Miles	Midwest Biscuits, LLC	201 S Orange St	Butler	MO	64730	660-424-9339	miles@midwestbiscuits.com

Former Franchisees:

The name and last known address of every franchisee who had a The Big Biscuit Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period December 30, 2024 to December 28, 2025, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

None

EXHIBIT F

FRANCHISE OPERATIONS MANUAL
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The Big Biscuit®
Confidential Franchise Operations Manual
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EXHIBIT G

STATE ADDENDA
AND AGREEMENT RIDERS

STATE ADDENDA AND AGREEMENT RIDERS

ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS, AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR BIG BISCUIT INDUSTRIES, LLC

The following modifications are made to the Big Biscuit Industries, LLC ("Franchisor," "us," "we," or "our") Franchise Disclosure Document ("FDD") given to franchisee ("Franchisee," "you," or "your") and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated _____, 20___ ("Franchise Agreement"). When the term "Franchisor's Choice of Law State" is used, it means Kansas. When the term "Supplemental Agreements" is used, it means Area Development Agreement.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. This State Specific Addendum ("State Addendum") will modify these agreements to comply with the state's laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Agreements. This State Addendum only applies to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements.

CALIFORNIA

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

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD 14 days prior to execution of the agreement.

California Corporations Code Section 31125 requires us to give to you an FDD approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

The Franchise Agreement and the Area Development Agreement contain provisions requiring binding arbitration with the costs being awarded to the prevailing party. The arbitration will occur in Franchisor's Choice of Law State. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement and Area Development Agreement restricting venue to a forum outside the State of California. The Franchise Agreement contains a mediation provision. The parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator's fees.

The Franchise Agreement and Area Development Agreement require the application of the law of Franchisor's Choice of Law State. This provision may not be enforceable under California law.

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

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Area Development Agreement contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.

The Franchise Agreement and Supplemental Agreements may provide for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SEC. 101 et seq.).

The Franchise Agreement and the Area Development Agreement contain a covenant not to compete provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.

You must sign a general release of claims if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

Item 6 of the FDD is amended to state the highest interest rate allowed by law in California is 10% annually.

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

HAWAII

The following is added to the Cover Page:

THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS FRANCHISE DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO YOU OR SUBFRANCHISOR AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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

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

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

The status of the Franchisor's franchise registrations in the states which require registration is as follows:

1. States in which this proposed registration is effective are listed in Exhibit J of the FDD on the page entitled, "State Effective Dates."

2. States which have refused, by order or otherwise, to register these Franchises are:

None

3. States which have revoked or suspended the right to offer the Franchises are:

None

4. States in which the proposed registration of these Franchises has been withdrawn are:

None

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

ILLINOIS

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.

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

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____20_____.

_____	_____
Signature of Franchisor Representative	Signature of Franchisee Representative
_____	_____
Title of Franchisor Representative	Title of Franchisee Representative

INDIANA

Item 8 of the FDD is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.

The "Summary" column in Item 17.r. of the FDD is deleted and the following is inserted in its place:

No competing business for two years within the Territory.

The "Summary" column in Item 17.t. of the FDD is deleted and the following is inserted in its place:

> Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

The "Summary" column in Item 17.v. of the FDD is deleted and the following is inserted in its place:

> Litigation regarding Franchise Agreement in Indiana; other litigation in Franchisor's Choice of Law State. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, is fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice of law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

The "Summary" column in Item 17.w. of the FDD is deleted and the following is inserted in its place:

> Indiana law applies to disputes covered by Indiana franchise laws; otherwise Franchisor's Choice of Law State law applies.

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the FDD, the Franchise Agreement, or Franchisor's Choice of Law State law, if such provisions are in conflict with Indiana law.

2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.

3. Any provision in the Franchise Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.

4. The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason is hereby modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).

5. The following provision will be added to the Franchise Agreement:

> No Limitation on Litigation. Despite the foregoing provisions of this Agreement, any provision in the Agreement which limits in any manner whatsoever litigation brought for

breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

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.

IOWA

Any provision in the Franchise Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Big Biscuit Industries, LLC, 5215 W. 94th Terrace, Prairie Village, Kansas 66207 not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

Franchisee: _____

By: _____

Print Name: _____

Its: _____

Date: _____

MARYLAND

AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENTS AND AREA DEVELOPMENT AGREEMENT

Item 17 of the FDD and the Franchise Agreement are amended to state: "The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

Representations in the Franchise Agreement and Area Development Agreement are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the FDD and sections of the Franchise Agreement and Area Development Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the Franchise.

The Franchise Agreement and Franchise Disclosure Questionnaire are amended to state that all representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

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.

MICHIGAN

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

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

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

(b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel which deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.

(c) A provision that permits us to terminate a Franchise prior to the expiration of its term except for good cause. Good cause shall include your failure 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 us to refuse to renew your Franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us 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 five years; and (ii) you are prohibited by the Franchise Agreement 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 you do not receive at least six months' advance notice of our intent not to renew the Franchise.

(e) A provision that permits us 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 the State of Michigan. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits us to refuse to permit a transfer of ownership of a Franchise, except for good cause. This subdivision does not prevent us 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 our then-current reasonable qualifications or standards.

(ii) the fact that the proposed transferee is a competitor of us or our subfranchisor.

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

(iv) your or proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us 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 us the right to acquire the assets of a

Franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you 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:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attn: Franchise
670 Law Building
525 W. Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

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

MINNESOTA

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.

2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.

3. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.

4. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.

5. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.

6. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.

7. The following language will appear as a new paragraph of the Franchise Agreement:

> No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.

8. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.

9. Item 6 of the FDD and Section 6 of the Franchise Agreement is hereby amended to limit the Non-sufficient Funds Fee to $30 per occurrence pursuant to Minnesota Statute 604.113.

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

NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE

FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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

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

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

D.No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee": You may terminate the agreement on any grounds available by law.

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

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

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

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

NORTH DAKOTA

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any section of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(r) of the FDD and Section 18 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without

further disclosing that such covenants may be subject to this statute, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The FDD and the Franchise Agreement are amended accordingly to the extent required by law.

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.

OHIO

The following language will be added to the front page of the Franchise Agreement:

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

Initials_____Date_____

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Big Biscuit Industries, LLC, 5215 W. 94th Terrace, Prairie Village, Kansas 66207 not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

Franchisee:

Date: _____

By: _____
Print Name: _____
Its: _____

RHODE ISLAND

§ 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." The FDD,

the Franchise Agreement, and the Supplemental Agreements are amended accordingly to the extent required by law.

The above language has been included in this FDD as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement and the Supplemental Agreements, including all choice of law provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement, the Supplemental Agreements, and all other documents signed by them, including, but not limited to, all venue, choice of law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

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

SOUTH DAKOTA

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.

VIRGINIA

Item 17(h). The following is added to Item 17(h):

> "Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable."

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for Big Biscuit Industries, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 8 and 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 grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

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

WASHINGTON

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

    As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

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

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

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____20_____.

_____	_____
Signature of Franchisor Representative	Signature of Franchisee Representative
_____	_____
Title of Franchisor Representative	Title of Franchisee Representative

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

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.

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states ("Addenda") is checked as an "Applicable Addenda" below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

☐ California	☐ Michigan	☐ Rhode Island
☐ Hawaii	☐ Minnesota	☐ South Dakota
☐ Illinois	☐ New York	☐ Virginia
☐ Iowa	☐ North Dakota	☐ Washington
☐ Indiana	☐ Ohio	☐ Wisconsin
☐ Maryland		

Dated: _____ , 20____

FRANCHISOR:

BIG BISCUIT INDUSTRIES, LLC

Sign:
Printed Name:
Title:

FRANCHISEE:

_____

Sign:
Printed Name:
Title:

Rev. 112025

EXHIBIT H

CONTRACTS FOR USE WITH THE THE BIG BISCUIT FRANCHISE

The following contracts contained in Exhibit H are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of the The Big Biscuit Business. The following are the forms of contracts that Big Biscuit Industries, LLC uses as of the Issuance Date of this Franchise Disclosure Document. If they are marked "Sample," they are subject to change at any time.

EXHIBIT H-1

THE BIG BISCUIT FRANCHISE

SAMPLE GENERAL RELEASE AGREEMENT

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims ("Release") is made as of _____, 20___ by _____, a(n) _____ ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of Big Biscuit Industries, LLC, a Kansas limited liability company ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement ("Agreement") pursuant to which Franchisee was granted the right to own and operate a The Big Biscuit business;

WHEREAS, (Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee/enter into a successor franchise agreement/amend the Agreement) or **(the Agreement is being terminated/or indicate other reason for the requirement of this waiver and release)**, and Franchisor has consented to such **(transfer/successor franchise agreement/amendment/termination/other reason)**; and

WHEREAS, as a condition to Franchisor's consent to **(transfer the Agreement/enter into a successor franchise agreement/amend the Agreement/terminate the Agreement/other reason)**, Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor's consent, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party

in connection with a third-party claim. Releasor represents and warrants to the Released Parties, and agrees, that it may later learn of new or different facts, but that still, it is Releasor's intention to fully, finally, and forever release all of the claims that are released above. This includes the Releasor's waiver of state laws that might apply to limit a release (such as Calif. Civil Code Section 1542, which states that "[a] general release does not extend to claims which the creditor does not know or suspect 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").

3. Nondisparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

4. Confidentiality. Releasor agrees to hold in strictest confidence and not disclose, publish, or use the existence of, or any details relating to, this Release to any third party without Franchisor's express written consent, except as required by law.

5. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the State of Kansas.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders, and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

h. Releasor agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as any Released Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

i. This Release is inapplicable with respect to claims arising under the Washington Franchise Investment Protection Act, chapter 19.100 RCW, and the rules adopted thereunder in accordance with RCW 19.100.220.

IN WITNESS WHEREOF, Releasor has executed this Release as of the date first written above.

FRANCHISEE:

_____, a

_____

Sign:
Printed Name:
Title:

FRANCHISEE'S OWNERS:

Sign:
Printed Name:
Date:

Sign:
Printed Name:
Date:

Rev. 112025

EXHIBIT H-2

THE BIG BISCUIT FRANCHISE

SAMPLE SYSTEM PROTECTION AGREEMENT

This System Protection Agreement ("Agreement") is entered into by the undersigned ("you" or "your") in favor of Big Biscuit Industries, LLC, a Kansas limited liability company, and its affiliates, successors and assigns ("Franchisor," "us," "we," or "our"), upon the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

"Competitive Business" means any business operating full-service, family-style restaurants specializing in freshly prepared breakfast and lunch menu items or substantially similar goods or services that compete, directly or indirectly, with the System and that is located at, or within: (i) 50 miles of the boundaries of Franchisee Territory; or (ii) 50 miles of the location of any other The Big Biscuit Business. For purposes of this Agreement, you will not be deemed to have an interest in a Competitive Business solely by reason of your ownership of not more than five percent (5%) of a publicly traded company.

"Copyrights" means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell, or display in connection with the marketing and/or operation of a The Big Biscuit Business or the solicitation or offer of a The Big Biscuit franchise, whether now in existence or created in the future.

"*The Big Biscuit Business*" means any business operating or authorized to operate under the The Big Biscuit System, whether opened or under development, and whether owned by a franchisee or by us or any of our parents, subsidiaries, or affiliates.

"Franchisee" means the The Big Biscuit franchisee for which you are a manager or officer.

"Franchisee Territory" means the territory granted to Franchisee pursuant to its franchise agreement with us.

"Intellectual Property" means, collectively or individually, our Marks, Copyrights, Know-how, and System.

"Know-how" means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a The Big Biscuit Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

"Manual" means our brand standards manual for the operation of a The Big Biscuit Business, which may be periodically modified by us.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a The Big Biscuit Business, including "THE BIG BISCUIT," and any other trademarks, service marks, or trade names that we designate for use by a The Big Biscuit Business. The term "Marks" also includes any distinctive trade dress used to identify a The Big Biscuit Business, whether now in existence or hereafter created.

"Prohibited Activities" means any of the following, directly or indirectly: (i) owning, operating, managing, being employed by, consulting with, or having a financial interest in a Competitive Business, except ownership of not more than five percent (5%) of a publicly traded company; (ii) soliciting, diverting, or attempting to divert any customer, member, or business opportunity from us or any of our affiliates or

franchisees; (iii) soliciting or attempting to solicit any employee, independent contractor, manager, officer, or representative of us or any of our affiliates or franchisees to terminate, reduce, or alter his, her, or its relationship for the benefit of a Competitive Business; or (iv) assisting any person or entity in doing any of the foregoing.

"Restricted Period" means the two-year period beginning on the date you cease serving as a manager or officer of Franchisee or otherwise cease providing services to Franchisee in any capacity in which you have access to Know-how, Intellectual Property, or the System; provided, however, that if a court of competent jurisdiction determines that this period is too long to be enforceable, then the Restricted Period will mean the one-year period beginning on such date.

"Restricted Territory" means the geographic area within: (i) 50 miles of the boundaries of Franchisee Territory; or (ii) 50 miles of the location of any other The Big Biscuit Business; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the Restricted Territory means the geographic area within a 25-mile radius of the approved location of Franchisee's The Big Biscuit Business.

"System" means our system for the establishment, development, operation, and management of a The Big Biscuit Business, including Know-how, proprietary programs and products, Manual, and operating system.

2. Background. You are a manager or officer of Franchisee. As a result of this relationship, you may gain knowledge of our System. You understand that protecting the Intellectual Property and our System are vital to our success and that of our franchisees and that you could seriously jeopardize our entire System if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. Know-How and Intellectual Property. You agree: (i) you will not use the Know-how in any business or capacity other than the The Big Biscuit Business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you cease serving as a manager or officer of Franchisee or otherwise cease providing services to Franchisee in any capacity in which you have access to Know-how, Intellectual Property, or the System. You further agree that you will not use all or part of the Intellectual Property or all or part of the System for any purpose other than performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee. These restrictions on Know-how, Intellectual Property, and the System do not apply to information that becomes publicly available through no breach of this Agreement by you. If you are required by law, subpoena, or court order to disclose any Know-how, Intellectual Property, or System information, then, unless prohibited by law, you will promptly notify us, disclose only the portion legally required to be disclosed, and reasonably cooperate with our efforts to obtain confidential treatment or other appropriate protection. Upon termination of your relationship with Franchisee, upon your ceasing to serve in a capacity covered by this Agreement, or upon our request, you will promptly, and in any event within five (5) days, return to us or Franchisee, or permanently destroy, all manuals, records, files, member information, marketing materials, passwords, credentials, electronic data, and other materials containing or reflecting any Know-how, Intellectual Property, or System information, and you will certify your compliance upon our request. In addition, upon termination or upon request, you will immediately cease all access to any business-related email, CRM, scheduling, social media, website, payment, advertising, cloud storage, and other digital accounts used in connection with Franchisee's business, and you will promptly provide all credentials, recovery information, and administrative control necessary to transfer full access and control to Franchisee or us.

4. Unfair Competition During Relationship. You agree that, at all times while you are serving as a manager or officer of Franchisee or otherwise providing services to Franchisee in any capacity in which you have access to Know-how, Intellectual Property, or the System, you will not, directly or indirectly, engage in any Prohibited Activities.

5. Unfair Competition After Relationship. You agree that, during the Restricted Period, you will not, directly or indirectly, engage in any Prohibited Activities; provided, however, that the restriction on having an interest in a Competitive Business will apply only with respect to a Competitive Business that is located within, or provides competitive goods or services to customers located within, the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then the Restricted Period will be tolled during the period of such violation and will resume only after the violation has fully ceased and been cured to the extent curable. During the Restricted Period, you will not, directly or indirectly, solicit any customer, member, or client of Franchisor, Franchisee, or any of their affiliates or franchisees with whom you had material contact, or about whom you obtained confidential information, for the purpose of providing competing goods or services.

6. Non-Circumvention. You will not, directly or indirectly, use any spouse, family member, affiliate, nominee, or other person or entity to evade any restriction in this Agreement. You will not disclose any Know-how, Intellectual Property, or System information to any such person for use in a Competitive Business, and you will not assist any such person or entity in engaging in any Prohibited Activities. Any such conduct will constitute a material breach of this Agreement.

7. Covenants Reasonable. You acknowledge and agree that the restrictions in this Agreement are reasonable in time, scope, and geographic area, and are necessary to protect our legitimate business interests, including our confidential information, goodwill, Intellectual Property, and franchise system.

8. Breach. You agree that failure to comply with the terms of this Agreement may cause substantial and irreparable damage to us, Franchisee, and/or other The Big Biscuit franchisees for which there may be no adequate remedy at law. Therefore, we and/or Franchisee will be entitled to seek temporary, preliminary, and permanent injunctive relief, specific performance, and other remedies available at law or in equity, in each case to the extent permitted by law. To the extent permitted by law, we and/or Franchisee may seek such relief without bond; provided, however, that if a court requires a bond, the parties request that it be set in a minimal amount. No remedy available to us or Franchisee under this Agreement is exclusive of any other remedy, and all such remedies may be exercised cumulatively and in combination with any other remedies available under this Agreement or at law or in equity. Your obligations under this Agreement are independent of any dispute you may have with us, our owners, our affiliates, Franchisee, or any of their respective owners, and, to the extent permitted by law, you will not assert any such dispute as a basis to avoid compliance with this Agreement.

9. Miscellaneous.

a. If we and/or Franchisee pursue legal remedies against you because you have breached this Agreement, and the party pursuing such remedies prevails against you, you agree to pay that prevailing party's reasonable attorneys' fees and costs incurred in doing so.

b. This Agreement will be governed by, construed, and enforced under the laws of Kansas, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

c. Each section of this Agreement, including each subsection and portion thereof, is severable. If any section, subsection, or portion of this Agreement is determined to be unenforceable, that

determination will not affect the enforceability of any other section, subsection, or portion. If any restriction in this Agreement is determined by a court of competent jurisdiction to be unenforceable as written, the parties request that the court modify the restriction only to the extent necessary to render it enforceable and enforce it as modified.

d. Franchisee is an intended third-party beneficiary of this Agreement and may directly enforce this Agreement against you, but only to the extent the provisions at issue relate to Franchisee, Franchisee's The Big Biscuit Business, Franchisee's rights, or Franchisee's interest in protecting the System, Know-how, Intellectual Property, or related goodwill. Franchisee may pursue any remedies available under this Agreement or applicable law, in each case to the extent permitted by law. Nothing in this Agreement limits our independent right to enforce this Agreement. Our exercise or non-exercise of enforcement rights will not limit or impair Franchisee's right to enforce this Agreement as provided in this Section, to the extent permitted by law.

EXECUTED on the date stated below.

Sign:
Printed Name:
Date:

Rev. 040526

EXHIBIT H-3

THE BIG BISCUIT FRANCHISE

SAMPLE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Confidentiality Agreement") is entered into by the undersigned ("you") in favor of Big Biscuit Industries, LLC, a Kansas limited liability company, and its successors and assigns ("us"), upon the terms and conditions set forth in this Confidentiality Agreement.

1. Definitions. For purposes of this Confidentiality Agreement, the following terms have the meanings given to them below:

"Confidential Information" means all nonpublic information relating to us, Franchisee, our or Franchisee's affiliates, or the operation of a The Big Biscuit Business, including Know-how, the Manual, nonpublic portions of the System, customer and member information, vendor information, business plans, financial information, marketing plans, passwords, credentials, electronic data, and other information that derives independent economic value from not being generally known; provided, however, that Confidential Information does not include information that becomes publicly available through no breach of this Agreement by you.

"Copyrights" means all works and materials for which we or our affiliate(s) have secured common law or registered copyright protection and that we allow The Big Biscuit franchisees to use, sell, or display in connection with the marketing and/or operation of a The Big Biscuit Business, whether now in existence or created in the future.

"Franchisee" means the The Big Biscuit franchisee for which you are an employee, independent contractor, agent, representative, or supplier.

"Intellectual Property" means, collectively or individually, our Marks, Copyrights, Know-how, Manual, and System.

"Know-how" means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a The Big Biscuit Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

"Manual" means our brand standards manual for the operation of a The Big Biscuit Business.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a The Big Biscuit Business, including "THE BIG BISCUIT" and any other trademarks, service marks, or trade names that we designate for use by a The Big Biscuit Business. The term "Marks" also includes any distinctive trade dress used to identify a The Big Biscuit Business, whether now in existence or hereafter created.

"System" means our system for the establishment, development, operation, and management of a The Big Biscuit Business, including Know-how, proprietary programs and products, brand standards manuals, and operating system.

"The Big Biscuit Business" means a business that provides full-service, family-style restaurants specializing in freshly prepared breakfast and lunch menu items featuring classic American comfort food in a welcoming, family-friendly environment, and other related products and services using our Intellectual Property.

2. Background. You are an employee, independent contractor, agent, representative, or supplier of Franchisee. Because of this relationship, you may gain access to our Confidential Information and Intellectual Property. You understand that protecting the Intellectual Property and Confidential Information is vital to our success and that of our franchisees, and that unauthorized use or disclosure of such information could seriously jeopardize our System. In order to avoid such damage, you agree to comply with this Agreement.

3. Confidential Information and Intellectual Property: Nondisclosure and Use. You agree that: (i) you will use the Confidential Information and Intellectual Property solely for the benefit of Franchisee in connection with the operation of Franchisee's The Big Biscuit Business and only within the scope of your employment or other engagement with Franchisee; (ii) you will maintain the confidentiality of the Confidential Information at all times and will not disclose it to any person except as authorized by us or Franchisee; (iii) you will not make or retain unauthorized copies of documents or materials containing Confidential Information or Intellectual Property; (iv) you will take such reasonable steps as we may request from time to time to prevent unauthorized use, access, or disclosure of Confidential Information or Intellectual Property; and (v) you will immediately cease using the Confidential Information and Intellectual Property if you cease to be an employee, independent contractor, agent, representative, or supplier of Franchisee, or otherwise upon our or Franchisee's request.

You further agree that you will not use any Confidential Information or Intellectual Property for any purpose other than performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee. If you are required by law, subpoena, or court order to disclose any Confidential Information or Intellectual Property, then, unless prohibited by law, you will promptly notify us and Franchisee, disclose only the portion legally required to be disclosed, and reasonably cooperate with our efforts to obtain confidential treatment or other appropriate protection. The Intellectual Property is and shall remain our sole property. To the extent you acquire any rights in or to any Intellectual Property or any modifications, adaptations, or derivative works thereof, you hereby assign, and agree to assign, all such rights to us.

Upon termination of your relationship with Franchisee, upon your ceasing to act in a capacity covered by this Agreement, or upon our or Franchisee's request, you will promptly, and in any event within five (5) days, return to us or Franchisee, or permanently destroy, all manuals, records, files, member information, marketing materials, passwords, credentials, electronic data, and other materials containing or reflecting any Confidential Information or Intellectual Property, and you will certify your compliance upon our or Franchisee's request. In addition, upon termination or upon request, you will immediately cease all access to any business-related email, CRM, scheduling, social media, website, payment, advertising, cloud storage, and other digital accounts used in connection with Franchisee's business, and you will promptly provide all credentials, recovery information, and administrative control necessary to transfer full access and control to Franchisee or us.

4. Non-Circumvention. You will not, directly or indirectly, use any spouse, family member, affiliate, nominee, or other person or entity to evade any restriction in this Agreement. You will not disclose or permit access to any Confidential Information or Intellectual Property to any such person except as expressly authorized by us or Franchisee. Any such conduct will constitute a material breach of this Agreement.

5. Reasonableness. You acknowledge and agree that the restrictions in this Agreement are reasonable and necessary to protect our legitimate business interests and those of Franchisee, including confidential information, trade secrets, goodwill, Intellectual Property, and the System.

6. Breach. You agree that failure to comply with this Agreement may cause substantial and irreparable damage to us, Franchisee, and/or other The Big Biscuit franchisees for which there may be no

adequate remedy at law. Therefore, we and/or Franchisee will be entitled to seek temporary, preliminary, and permanent injunctive relief, specific performance, and other remedies available at law or in equity, in each case to the extent permitted by law. To the extent permitted by law, we and/or Franchisee may seek such relief without bond; provided, however, that if a court requires a bond, the parties request that it be set in a minimal amount. No remedy available to us or Franchisee under this Agreement is exclusive of any other remedy, and all such remedies may be exercised cumulatively and in combination with any other remedies available under this Agreement or at law or in equity. Your obligations under this Agreement are independent of any dispute you may have with us, our owners, our affiliates, Franchisee, or any of their respective owners, and, to the extent permitted by law, you will not assert any such dispute as a basis to avoid compliance with this Agreement.

7. Miscellaneous.

a. Although your employment or other relationship is with Franchisee and not with us, both we and Franchisee may enforce this Agreement in accordance with its terms.

b. If we and/or Franchisee pursue legal remedies against you because you have breached this Agreement, and the party pursuing such remedies prevails against you, you agree to pay that prevailing party's reasonable attorneys' fees and costs incurred in doing so.

c. This Agreement will be governed by, construed, and enforced under the laws of Kansas, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

d. Each section of this Agreement, including each subsection and portion thereof, is severable. If any section, subsection, or portion of this Agreement is determined to be unenforceable, that determination will not affect the enforceability of any other section, subsection, or portion. If any restriction in this Agreement is determined by a court of competent jurisdiction to be unenforceable as written, the parties request that the court modify the restriction only to the extent necessary to render it enforceable and enforce it as modified.

e. Franchisee is an intended third-party beneficiary of this Agreement and may directly enforce this Agreement against you, in Franchisee's own name, but only to the extent the provisions at issue relate to Franchisee, the ownership, operation, or protection of Franchisee's The Big Biscuit Business, Franchisee's rights, or Franchisee's interest in protecting Confidential Information, Intellectual Property, or related goodwill. Franchisee may pursue any remedies available under this Agreement or applicable law, in each case to the extent permitted by law. Nothing in this Agreement limits our independent right to enforce this Agreement. Our exercise or non-exercise of enforcement rights will not limit or impair Franchisee's right to enforce this Agreement as provided in this Section, to the extent permitted by law.

This Agreement is effective upon your execution below, and no countersignature by us is required for this Agreement to be binding and enforceable. EXECUTED on the date stated below.

Sign:
Printed Name:
Date:

Rev. 040526

EXHIBIT H-4

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name	Business No.
Franchisee Mailing Address (street)	Franchisee Phone No.
Franchisee Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
Franchisee Fax No.	Franchisee Email Address

Bank Account Information:

Bank Name		
Bank Mailing Address (street, city, state, zip)		
Bank Account No.	☐ Checking ☐ Savings (check one)	Bank Routing No. (9 digits)
Bank Mailing Address (city, state, zip)		Bank Phone No.

Authorization:

Franchisee hereby authorizes Big Biscuit Industries, LLC ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above, and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Sign:
Printed Name:
Title:
Date:
Federal Tax ID:

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

EXHIBIT H-5

THE BIG BISCUIT FRANCHISE

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Transfer ("Agreement") is entered into this _____ day of _____, 20___, between Big Biscuit Industries, LLC ("Franchisor"), a Kansas limited liability company, _____ ("Transferring Franchisee"), each of the undersigned owners of Transferring Franchisee (collectively, "Owners") and _____, a [State] [Corporation/Limited Liability Company] ("New Franchisee").

RECITALS

WHEREAS, Franchisor and Transferring Franchisee entered into that certain franchise agreement dated _____, 20___ ("Existing Franchise Agreement"), in which Franchisor granted Transferring Franchisee the right to operate a The Big Biscuit franchise located at _____ ("Franchised Business"); and

WHEREAS, Transferring Franchisee and New Franchisee have entered into, or will enter into, a separate purchase agreement and/or related transfer documents (collectively, the "Transfer Documents") pursuant to which the transfer of the Franchised Business and/or the ownership or control of the Franchised Business will be effected; and

WHEREAS, Transferring Franchisee desires to transfer ("Requested Transfer") the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Transfer of the Franchised Business from Transferring Franchisee, and Franchisor desires to approve the Requested Transfer of the Franchised Business from Transferring Franchisee to New Franchisee upon the terms and conditions contained in this Agreement, including that New Franchisee sign Franchisor's current form of franchise agreement together with all exhibits and attachments thereto ("New Franchise Agreement"), contemporaneously herewith.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. Payment of Fees. In consideration for the Requested Transfer, Transferring Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Existing Franchise Agreement ("Franchisor's Transfer Fee"), together with all other amounts then due and owing by Transferring Franchisee or Owners to Franchisor or its affiliates in connection with the Franchised Business.

2. Approval Only; No Transfer Effectuated by This Agreement. This Agreement is solely Franchisor's conditional approval of the Requested Transfer. The transfer of the Franchised Business, the transfer of any assets or ownership interests, and any assignment or assumption between Transferring Franchisee and New Franchisee shall be effected, if at all, only pursuant to the Transfer Documents and other instruments executed by those parties. Franchisor is not a party to the Transfer Documents and assumes no obligations under them.

3. Conditional Consent to Requested Transfer. Franchisor hereby consents to the Requested Transfer solely on the terms and conditions of this Agreement and only upon Franchisor's receipt, in form

and substance satisfactory to Franchisor, of all of the following: (a) the Franchisor's Transfer Fee and all other amounts due under Section 1; (b) this Agreement fully executed by Franchisor, Transferring Franchisee, Owners, and New Franchisee; (c) the New Franchise Agreement and all related agreements, exhibits, attachments, addenda, guaranties, owners agreements, spouse consents, system protection agreements, confidentiality agreements, and other documents then required by Franchisor, fully executed by all required parties; (d) Franchisor's current form of General Release Agreement fully executed by Transferring Franchisee and each Owner, unless prohibited by applicable law; and (e) such other transfer documents, evidence of authority, assignments, consents, and information as Franchisor may reasonably require. The Requested Transfer shall become effective only on the date designated by Franchisor in writing after satisfaction of all such conditions (the "Effective Date"). Franchisor waives its right of first refusal set forth in the Existing Franchise Agreement solely with respect to the Requested Transfer described in this Agreement, and no such waiver shall apply to any other proposed transfer or transaction.

4. Termination of Existing Franchise Agreement; Survival. Effective as of the Effective Date, the Existing Franchise Agreement shall terminate and all of Transferring Franchisee's rights to operate the Franchised Business shall terminate, and from and after the Effective Date only New Franchisee shall have the sole right to operate the Franchised Business under the New Franchise Agreement. Transferring Franchisee and the undersigned Owners agree to comply with all covenants and obligations in the Existing Franchise Agreement and related documents that expressly or by implication survive the termination, expiration, or transfer of the Existing Franchise Agreement. Transferring Franchisee and each Owner shall remain liable for all obligations, claims, liabilities, and defaults arising under or relating to the Franchised Business or the Existing Franchise Agreement before the Effective Date. Unless otherwise precluded by applicable law, Transferring Franchisee and each Owner shall execute Franchisor's current form of General Release Agreement.

5. New Franchise Agreement. New Franchisee shall execute the New Franchise Agreement for the Franchised Business (as amended by the form of addendum prescribed by Franchisor, if applicable), and any other required contracts for the operation of a The Big Biscuit franchise as stated in Franchisor's Franchise Disclosure Document, including all ancillary agreements and documents then required by Franchisor.

6. Transferring Franchisee and Owners Contact Information. Transferring Franchisee and each Owner agree to keep Franchisor informed of their current mailing address, email address, and telephone number at all times during the three-year period following the Effective Date, and to notify Franchisor in writing within ten (10) days after any change.

7. Acknowledgement by New Franchisee. New Franchisee acknowledges and agrees that the purchase and transfer of the Franchised Business and related rights ("Transaction") occurred solely between Transferring Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of the Requested Transfer and any required actions regarding New Franchisee's signing of the New Franchise Agreement for the Franchised Business. New Franchisee further acknowledges and agrees that Franchisor is not a party to the Transfer Documents, did not negotiate the Transaction, and has not made any representation or warranty to New Franchisee concerning the value, condition, title, profitability, revenues, expenses, membership levels, assets, liabilities, or legal compliance of the Franchised Business or the Transaction. New Franchisee acknowledges that it is not relying on any statement by Franchisor except as expressly set forth in the New Franchise Agreement and the Franchise Disclosure Document delivered by Franchisor. New Franchisee agrees that any claims, disputes, or issues relating to New Franchisee's acquisition of the Franchised Business from Transferring Franchisee are between New Franchisee and Transferring Franchisee, and shall not involve Franchisor.

8. Representations. Transferring Franchisee warrants and represents that it has not heretofore assigned, conveyed, encumbered, or otherwise disposed of any interest in the Existing Franchise Agreement or Franchised Business, except as disclosed in writing to Franchisor, and that it has full power and authority to enter into this Agreement and consummate the Requested Transfer. New Franchisee hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the New Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least fourteen (14) calendar days after receipt of the Franchise Disclosure Document. New Franchisee further represents that it has full power and authority to enter into this Agreement and the New Franchise Agreement.

9. Notices. Any notices given under this Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via nationally recognized overnight courier or email (with confirmation of transmission), shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or email address last designated in writing by such party to the other parties.

10. Further Actions. Transferring Franchisee, Owners, and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Existing Franchise Agreement, the Transfer Documents, or reasonably required by Franchisor in connection with the Requested Transfer and transition of the Franchised Business.

11. Miscellaneous. This Agreement constitutes the entire agreement among the parties with respect to Franchisor's approval of the Requested Transfer and supersedes all prior or contemporaneous discussions or understandings regarding that subject matter. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. Signatures delivered by PDF, electronic transmission, or electronic signature platform shall be deemed effective as originals. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Kansas. The parties consent to the jurisdiction of the state and federal courts located in Kansas for any action arising out of or relating to this Agreement, subject to any applicable dispute resolution provisions in the New Franchise Agreement that by their terms apply to disputes involving Franchisor and New Franchisee.

IN WITNESS WHEREOF, the parties have executed this Approval Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first written above.

FRANCHISOR:

Big Biscuit Industries, LLC

Sign:
Printed Name:
Title:

FORMER FRANCHISEE:

_____

Sign:
Printed Name:
Title:

NEW FRANCHISEE:

_____

Sign:
Printed Name:
Title:

Rev. 040526

EXHIBIT H-6

THE BIG BISCUIT FRANCHISE

LEASE ADDENDUM

This Addendum to Lease ("Addendum"), dated _____, 20___, is entered into by and between _____ ("Landlord"), _____ ("Tenant") and _____ ("Franchisor"), collectively referred to herein as the "Parties."

A. Landlord and Tenant have entered into a certain Lease Agreement dated _____, 20___, and pertaining to the premises located at _____ ("Lease").

B. Landlord acknowledges that Tenant intends to operate a franchised business from the leased premises ("Premises") pursuant to a Franchise Agreement ("Franchise Agreement") with Franchisor under Franchisor's trademarks and other names designated by Franchisor (herein referred to as "Franchised Business" or "Franchise Business").

C. The parties now desire to supplement the terms of the Lease in accordance with the terms and conditions contained herein.

NOW, THEREFORE, it is hereby mutually covenanted and agreed among the Parties as follows:

1. Use of the Premises. During the term of the Franchise Agreement, the Premises shall be used only for the operation of the Franchised Business.

2. Franchise System. Landlord hereby consents to Tenant's use of such proprietary marks, signs, interior and exterior décor items, color schemes and related components of the Franchised Business required by Franchisor. Tenant's use of such items shall at all times be in compliance with all applicable laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Premises.

3. Assignment. Tenant shall have the right, without further consent from Landlord, to sublease or assign all of Tenant's right, title, and interest in the Lease to an assignee of the Tenant or the Franchised Business ("Franchise Assignee") at any time during the term of the Lease, including any extensions or renewals thereof. In addition, if Tenant fails to timely cure any default under either the Lease or the Franchise Agreement, Franchisor or a Franchise Assignee that Franchisor designates, will, at its option, have the right, but not the obligation, to take an assignment of Tenant's interest under the Collateral Assignment of Lease or other form of assignment and assumption document reasonably acceptable to Landlord, provided such Franchise Assignee cures a default of the Lease no later than ten days following the end of Tenant's cure period. No assignment shall be effective until: (i) a Franchise Assignee gives Landlord written notice of its acceptance of the assignment and assumption of the Lease; and (ii) Tenant or the Franchisee Assignee has cured all material defaults of the Lease for which it has received notice from Landlord. Nothing contained herein or in any other document shall create any obligation or liability of Franchisor, any Franchise Assignee, or guarantor thereof under the Lease unless and until the Lease is assigned to, and accepted in writing by a Franchise Assignee. In the event of any assignment or purported assignment under this Addendum, Tenant shall remain liable under the terms of the Lease and the assignee or subtenant shall retain all of the Tenant's rights granted in the Lease including without limitation: (x) any

grant of a protected territory or use exclusivity; and (y) the renewal or extension of the Lease term. With respect to any assignment proposed or consummated under this Addendum, Landlord hereby waives any rights it may have to: (A) recapture the Premises; (B) terminate the Lease; or (C) modify any terms or conditions of the Lease. If Franchisor accepts an assignment and assumes the Lease under this section, Franchisor shall have the right to further sublet or reassign the Lease to another Franchise Assignee without Landlord's consent in which event Franchisor shall be released from any obligation or liability under the Lease. As used in this Addendum, "Franchise Assignee" means: (i) Franchisor or Franchisor's parent, subsidiary, or affiliate; or (ii) any franchisee of Franchisor or of Franchisor's parent, subsidiary, or affiliate.

4. Default and Notice.

a. If Tenant defaults on or breaches the Lease and Landlord delivers a notice of default to Tenant, Landlord shall contemporaneously send a copy of such default notice to Franchisor. Franchisor shall have the right, but not the obligation, to cure the default during Tenant's cure period plus an additional ten (10) day period. Franchisor will notify Landlord whether it intends to cure the default prior to the end of Tenant's cure period.

b. All notices to Franchisor shall be sent by a reputable overnight delivery service to the following address:

Big Biscuit Industries, LLC
5215 W. 94th Terrace
Prairie Village, Kansas 66207

Franchisor may change its address for receiving notices by giving Landlord written notice of the new address. Landlord agrees that it will notify both Tenant and Franchisor of any change in Landlord's mailing address to which notices should be sent.

c. Tenant and Landlord agree not to terminate, or materially amend the Lease during the term of the Franchise Agreement or any renewal thereof without Franchisor's prior written consent. Any attempted termination, or material amendment shall be null and void and have no effect as to Franchisor's interests thereunder; and a clause to the effect shall be included in the Lease.

5. Termination or Expiration.

a. If Franchisor does not elect to take an assignment of the Tenant's interest, Landlord will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Landlord, to remove all signs, awnings, and all other items identifying the Premises as a Franchised Business and to make other modifications (such as repainting) as are reasonably necessary to protect the Franchisor's trademarks and franchise system and to distinguish the Premises from a Franchised Business provided that Franchisor repairs any damage caused to the Premises by exercise of its rights hereunder.

b. If any Franchise Assignee purchases any assets of Tenant, Landlord shall permit such Franchise Assignee to remove all the assets being purchased, and Landlord waives any lien rights that Landlord may have on such assets.

6. Consideration; No Liability.

a. Landlord acknowledges that the Franchise Agreement requires Tenant to receive Franchisor's approval of the Lease prior to Tenant executing the Lease and that this Addendum is a material requirement for Franchisor to approve the Lease. Landlord acknowledges Tenant would not lease the

Premises without this Addendum. Landlord also hereby consents to the Collateral Assignment of Lease from Tenant to Franchisor as evidenced by Attachment 1.

b. Landlord further acknowledges that Tenant is not an agent or employee of Franchisor, and Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any Franchise Assignee, and that Landlord has entered into this with full understanding that it creates no duties, obligations, or liabilities of or against any Franchise Assignee.

7. Amendments. No amendment or variation of this Addendum shall be valid unless made in writing and signed by the Parties hereto.

8. Reaffirmation of Lease. Except as amended or modified herein, all of the terms, conditions, and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part of this Addendum as though copies herein in full.

IN TESTIMONY WHEREOF, witness the signatures of the Parties hereto as of the day, month, and year first written above.

LANDLORD:

_____

Sign:
Printed Name:
Title:

TENANT:

_____

Sign:
Printed Name:
Title:

FRANCHISOR:

_____

Sign:
Printed Name:
Title:

Rev. 112025

EXHIBIT H-6

ATTACHMENT 1 TO LEASE ADDENDUM

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, as of the ___, 20___ ("Effective Date"), the undersigned, _____ ("Assignor") hereby assigns, transfers and sets over unto _____ ("Assignee") all of Assignor's right, title, and interest as tenant, in, to and under that certain lease, a copy of which is attached hereto as **Exhibit A** ("Lease") with respect to the premises located at _____. This Collateral Assignment of Lease ("Assignment") is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless Assignee expressly assume the obligations of Assignor thereunder.

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

Upon a default by Assignor under the Lease or under that certain franchise agreement for a franchise between Assignee and Assignor ("Franchise Agreement"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered, in Assignee's sole discretion, to: (i) cure Assignor's default of the Lease; (ii) take possession of the premises demised by the Lease; (iii) expel Assignor from the premises, either temporarily or permanently; (iv) terminate Assignor's rights, title, and interest in the Lease; and/or (v) assume the Lease. If Assignee expends sums to cure a default of the Lease, Assignor shall promptly reimburse Assignee for the cost incurred by Assignee in connection with such performance, together with interest thereon at the rate of two percent per month, or the highest rate allowed by law.

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

(Signatures on following page)

IN WITNESS WHEREOF, Assignor and Assignee have signed this Collateral Assignment of Lease as of the Effective Date first written above.

ASSIGNOR:

Sign:
Printed Name:
Title:

ASSIGNEE:

Sign:
Printed Name:
Title:

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EXHIBIT I

FRANCHISE DISCLOSURE QUESTIONNAIRE

Do not sign this Questionnaire if you are a resident of Maryland or Washington or the franchise is to be operated in Maryland or Washington.

(This questionnaire is not to be used for any franchise sale in or to residents of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin)

As you know, Big Biscuit Industries, LLC ("we" or "us"), and you are preparing to enter into a Franchise Agreement and Area Development Agreement, if applicable, for the operation of a The Big Biscuit 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 Area Development Agreement, if applicable.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer in the table provided below. This questionnaire does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

1.	Yes__	No__	Have you received and personally reviewed the Franchise Agreement and Area Development Agreement, if applicable, and each attachment or exhibit attached to it that we provided?
2.	Yes__	No__	Have you received and personally reviewed the Franchise Disclosure Document and each attachment or exhibit attached to it that we provided?
3.	Yes__	No__	Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
4.	Yes__	No__	Do you understand all the information contained in the Franchise Disclosure Document and Area Development Agreement, if applicable?
5.	Yes__	No__	Have you reviewed the Franchise Disclosure Document and the Franchise Agreement (and Area Development Agreement, if applicable) with a lawyer, accountant, or other professional advisor, or have you had the opportunity for such review and chosen not to engage such professionals?
6.	Yes__	No__	Do you understand the risks of developing and operating a The Big Biscuit Franchise?
7.	Yes__	No__	Do you understand the success or failure of your The Big Biscuit Franchise will depend in large part upon your skills, abilities, and efforts, and those of the persons you employ, as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs, and other relevant factors?

8. Yes__ No__ Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement and Area Development Agreement, if applicable, must be arbitrated in Kansas, if not resolved informally or by mediation (subject to state law)?

9. Yes__ No__ Do you understand that you must satisfactorily complete the initial training program before we will allow your The Big Biscuit Franchise to open or consent to a transfer of the The Big Biscuit Franchise to you?

10. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a The Big Biscuit 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?

11. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise agreement and Area Development Agreement, if applicable, and any addendum, concerning advertising, marketing, media support, marketing penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

12. Yes__ No__ Do you agree that no 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 a The Big Biscuit Franchise 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?

13. Yes__ No__ Do you understand that the Franchise Agreement and Area Development Agreement, if applicable, including each attachment or exhibit to the Franchise Agreement and Area Development Agreement, if applicable, contains the entire agreement between us and you concerning the The Big Biscuit Franchise?

14. Yes__ No__ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

Sign:
Printed Name:
Date:

Sign:
Printed Name:
Date:

EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):

Question Number	Explanation of Negative Response

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EXHIBIT J

STATE EFFECTIVE DATES

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.

EXHIBIT K

RECEIPTS

RECEIPT

(Retain This Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Big Biscuit Industries, LLC 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.

Under Iowa law, if applicable, Big Biscuit Industries, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Big Biscuit Industries, LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Big Biscuit Industries, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Chad Offerdahl, 5215 W. 94th Terrace, Prairie Village, Kansas 66207, 913-766-4444
David Offerdahl, 5215 W. 94th Terrace, Prairie Village, Kansas 66207, 913-766-4444
Alex Clark, 5215 W. 94th Terrace, Prairie Village, Kansas 66207, 913-766-4444

Issuance Date: April 15, 2026

I received a disclosure document issued April 15, 2026 which included the following exhibits:

Exhibit A	List of State Administrators and Agents for Service of Process
Exhibit B	Financial Statements
Exhibit C	Franchise Agreement
Exhibit D	Area Development Agreement
Exhibit E	List of Current and Former Franchisees/Area Developers
Exhibit F	Franchise Operations Manual Table of Contents
Exhibit G	State Addenda and Agreement Riders
Exhibit H	Contracts for use with the The Big Biscuit Franchise
Exhibit I	Franchise Disclosure Questionnaire
Exhibit J	State Effective Dates
Exhibit K	Receipt

Sign:	Sign:
Printed Name:	Printed Name:
Date:	Date:

PLEASE RETAIN THIS COPY FOR YOUR RECORDS.

RECEIPT
(Our Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Big Biscuit Industries, LLC 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.

Under Iowa law, if applicable, Big Biscuit Industries, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Big Biscuit Industries, LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Big Biscuit Industries, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state agency identified on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Chad Offerdahl, 5215 W. 94th Terrace, Prairie Village, Kansas 66207, 913-766-4444
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Exhibit J	State Effective Dates
Exhibit K	Receipt

Sign:	Sign:
Printed Name:	Printed Name:
Date:	Date:

Please sign this copy of the receipt, date your signature, and return it to Big Biscuit Industries, LLC, 5215 W. 94th Terrace, Prairie Village, Kansas 66207.