



Operations Manual

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ITEM 11.
**FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, &
TRAINING**

Except as listed below, Franchisor is not required to provide you with any assistance.

A. Pre-Opening Assistance. Before you open (or shortly after you open) your Franchised Business:

1. We will visit your desired market area, using our experience in evaluating restaurant locations and give you our suggestions regarding potential restaurant locations. We must approve the final location selection, and will not be unreasonable in withholding our approval. (Franchise Agreement, Section 3.02, page 6.)

2. Final approval of your restaurant site will depend on our review and approval of a proposed lease for the location. We will not be unreasonable in withholding our approval, but a condition to granting approval is that your landlord approve us as a prospective assignee under the provisions in Exhibit "3" to this Disclosure Document. You should obtain your own legal and financial adviser to protect your interests before you sign the lease. (Franchise Agreement, Section 3.03, page 6.)

3. We will provide you with required minimal criteria for store layout and design, including furnishings, fixtures, signs and decor. We must approve final layout and design in writing before construction/installation. We will oversee and arrange construction and installation of your restaurant for the Franchise Fee and under the terms described in Section 3.04 of the Franchise Agreement. However, you may make other arrangements for the overseeing of construction and installation. (Franchise Agreement, Section 3.04, page 7.)

4. We will loan you a Confidential Operating Manual and revise it as often as we believe it to be appropriate to inform you of advancements and new developments in sales, marketing, operational techniques and other items and procedures that we believe to be necessary to your Franchise Business. (Franchise Agreement, Section 3.06, page 7.) The Table of Contents of the Operations Manual is attached as Exhibit 9. There are 809 total pages in the Operations Manual. The pages devoted to each section are disclosed in Exhibit 9.

5. We will train you and your designated manager(s) in the management and operation of your Franchise Business. (Franchise Agreement, Section 3.08, pages 7-8.)

6. We will provide our representative to assist you with your store opening during the first week of operations. (Franchise Agreement, Section 3.15, page 9.)

B. Ongoing Assistance. During the operation of your Franchise Business:

1. To the extent we believe it is necessary, we will give you our advice on promotional, operational and other business matters. We will also provide field representatives on a fee basis by appointment only if we believe extensive additional assistance is required. (Franchise Agreement, Sections 3.07 and 3.09, pages 7-8.)

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