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**DINNER MYWAY, INC.**

**UNIFORM FRANCHISE OFFERING CIRCULAR  
(CALIFORNIA)**

\*\*\*\*\*

**INFORMATION FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE FEDERAL TRADE COMMISSION**

**FRANCHISOR:**

**DINNER MYWAY, INC.  
(a California corporation)  
2205 Sunset Blvd., Suite #501  
Rocklin, California 95765  
Telephone (916) 435-1987**

To protect you, we've required your franchisor to give you this information. We haven't checked it, and don't know if it's correct. It should help you make up your mind. Study it carefully. While it includes some information about your contract, don't rely on it alone to understand your contract. Read all of your contract carefully. Buying a franchise is a complicated investment. Take your time to decide. If possible, show your contract and this information to an advisor, like a lawyer or an accountant. If you find anything you think may be wrong or anything important that's been left out, you should let us know about it. It may be against the law.

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

FEDERAL TRADE COMMISSION  
WASHINGTON, D.C. 200580

THE DATE OF ISSUANCE OF THIS OFFERING CIRCULAR IS:

\_\_\_\_\_, 2005

\_\_\_\_\_, 2006

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SAN FRANCISCO

DINNER MYWAY, INC.

(a California corporation)

2205 Sunset Blvd Suite #501 A9:47

Rocklin, California 95765

(916) 435-1987



Dinner MyWay, Inc., a California corporation ("Dinner MyWay"), is offering franchises related to the operation of specialty grocery stores that focus on menu planning, meal preparation training, distribution of customer-prepared home cooked meals, and related products and services under the service mark "DINNER MYWAY" and other related trademarks and service marks that Dinner MyWay may allow you to use from time to time.

If you are a new franchisee, your initial franchise fee is \$24,000.00. If you are an existing franchisee and are opening an additional franchise location, your franchise fee is \$18,000.00. If you are acquiring an existing franchise, your franchise fee (called a "Transfer Fee") shall be twenty percent (20%) of Dinner MyWay's then-current initial franchise fee. The estimated initial investment required to open a first franchise store ranges from ~~\$90,000.00~~ \$112,600.00 to ~~\$138,500.00~~ \$175,000.00, which includes the initial franchise fee for a DINNER MYWAY store, based on approximately 1,200 – 1,600 square feet of store space. The initial investment for a store with more square footage will be higher based on the amount of inventory and fixtures that will be needed, and additional rent costs.

Risk Factors:

1. THE FRANCHISE AGREEMENT PERMITS YOU TO SUE DINNER MYWAY ONLY IN CALIFORNIA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE DINNER MYWAY IN CALIFORNIA THAN IN YOUR HOME STATE, IF YOUR HOME STATE IS NOT CALIFORNIA.

2. THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE FRANCHISE AGREEMENT, AND THESE LAWS MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LAWS IN OTHER STATES. THUS, YOU MAY WANT TO COMPARE THESE LAWS WITH CALIFORNIA LAW.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Information comparing franchisors is available. Call the state administrators listed in Exhibit A or your public library for sources of information. Registration of this franchise by a state does not mean that the state recommends it or has verified the information in this Offering Circular. If you learn that anything in this Offering Circular is untrue, contact the Federal Trade Commission and the state authority listed in Exhibit A.

Effective Date: \_\_\_\_\_, 2005~~2006~~

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- F. Financial Statements
- G. Table of Contents of Dinner MyWay's Operating Manual

Acknowledgement of Receipt

ITEM 1

**THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES**

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DEPT. OF CORPORATIONS  
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The Franchisor, its Predecessors and Affiliates.

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The Franchisor is Dinner MyWay, Inc. For ease of reference, Dinner MyWay, Inc. is referred to as "we," "us" or "Dinner MyWay" in this Uniform Franchise Offering Circular ("UFOC" or "Offering Circular"). We will refer to the person who buys the franchise as "franchisee" or "you" throughout this Offering Circular. Whenever the UFOC refers to the "franchisee" it is referring to "you." If the franchisee is a legal business entity, certain terms of the Franchise Agreement also apply to the owners of these entities and will be noted.

Dinner MyWay was incorporated on April 12, 2004, as a California corporation. Our principal place of business is 2205 Sunset Blvd., Suite #501, Rocklin, California 95765 and our agent for service of process is listed in Exhibit B to this UFOC. Dinner MyWay was originally incorporated under the name "Dinner Time, Inc." On May 6, 2005, we officially changed our corporate name to "Dinner MyWay, Inc." We do business under our Dinner MyWay, Inc. corporate name and no other name. We do not have a predecessor.

Dinner MyWay is owned equally by (i) Peggy Martin and her husband, William E. (Marty) Martin, (ii) Danee D. Davis and her husband, Charles J. Davis, and (iii) Kathleen Cockrum and her husband, Rod Cockrum.

The "DINNER MYWAY" trademark has been used in connection with meal planning and customer prepared home cooked meals since May, 2005. We filed a federal trademark application to register the "DINNER MYWAY" (words only) service mark with the U.S. Patent and Trademark Office ("PTO") on April 21, 2005. Additionally, we filed a federal trademark application to register the "DINNER MYWAY" (stylized words and design) service mark with the PTO on June 29, 2005. On February 7, 2006, both marks were published in the Official Gazette, which allows anyone within thirty (30) days of the publication to challenge the trademark applications if he or she believes he or she has a prior right to either of the marks. As of April 19, 2006, we are not aware of any such challenge and expect the PTO to issue Certificates of Registration for both marks sometime during mid-2006. Previously, the "DINNER TIME" trademark was used by Dinner MyWay in connection with its business operations. Dinner MyWay operates one company-owned store in Rocklin, California, and is in the process of adding a second company-owned store in Elk Grove, California. As of April 19, 2006, the Elk Grove store is owned and operated by William E. Martin and Gina De La Torre, and the store uses the "Dinner MyWay" mark without a license or franchise agreement. Dinner MyWay has orally consented to this arrangement since the Elk Grove store is being transitioned into a company-owned store. The transition should be completed on or before June 30, 2006.

We began licensing the "DINNER TIME" name late in 2004. Currently~~Previously~~, there ~~are~~were four (4) executed license agreements in effect, and ~~Dinner MyWay has in 2004, we had~~ made oral commitments to, or ~~is~~were in negotiations with, an additional eight (8) licensees. All in connection with the "DINNER TIME" name. Upon obtaining California franchise registration in 2005, all of the licensees with executed license agreements have agreed to cease use

~~of converted into Dinner MyWay franchisees and ceased using the "DINNER TIME" service mark and immediately adopt the "DINNER MYWAY" service marks. We intend to offer franchises to all licensees as soon as we are registered and legally able to offer franchises in the licensees' states of residence. In connection with the termination of the four (4) executed license agreements and for the additional risk associated with entering into a franchise agreement with a start-up franchisor, we provided these converted-licensees with more favorable franchise agreement terms, including but not limited to, a reduced franchise fee, a waiver of Royalty Fees and waiver of the Opening Advertising Fees. Please see Appendix 2 for more details.~~

### The Franchise.

We offer specialty grocery stores that provide kitchens allowing customers to schedule sessions in which they can come in and prepare meals for later consumption. Our franchises operate under the trademark "DINNER MYWAY."

You will receive a non-exclusive license to use the "DINNER MYWAY" tradename, the logos adopted for that name, and any other trademarks, tradenames, service marks and logos as may now, or in the future, be adopted by us (collectively, the "Proprietary Marks").

Your Dinner MyWay franchise must be built to our specifications as to size, style and décor. Additionally, we will give you the right to use certain advertising materials, marketing plans, merchandising techniques, operating procedures, product and service quality standards, business systems, accounting methods and other management expertise developed by us based on our time, skill and expertise (the "System"). A separate franchise agreement between you and us setting forth the franchise arrangement ("Franchise Agreement") must be entered into for each franchise location granted to you. A copy of the Franchise Agreement is attached as Exhibit C to this Offering Circular. This Offering Circular is for your review and consideration in granting to you one Dinner MyWay franchise.

The cost for your Dinner MyWay franchise will vary depending upon whether you are acquiring a new Dinner MyWay franchise that is being built for the operation of a Dinner MyWay store or converting a currently operating restaurant to a Dinner MyWay franchise.

### Market for the Franchise Services.

The general market should include all retail consumer groups, but especially women interested in utilizing an alternative to providing daily meals for their families. The market is new and is still developing. The market seems not to be seasonal in nature. There are several direct competitors in this market that have emerged since the Company started business, including: "Cuizam," "Dinners Done," "Dinner Solutions," "Dinner-Works," "Your Other Kitchen," "Omaha Supper Thyme," "My Girlfriend's Kitchen," "Supper-Thyme," "DinnerThyme," "Dream Dinners," and "Dinners Ready". Some of these companies may offer franchise opportunities. The market is constantly changing and is expected to grow. There may come a time when the market will hit a saturation point, but we have no data upon which to base an estimate of when saturation will occur or how many store locations will constitute saturation.

You will be competing for customers with a variety of other businesses and indirect competitors. Besides other food centers operated or franchised by us, your competitors will include (i) other national, regional and local retail grocery stores and food distribution chains,

some of which have franchised operations and provide similar products and services; (ii) privately operated restaurants and take-out food outlets; (iii) traditional restaurants with in-store seating and service; and (iv) for certain products, mail order companies. We believe that competition will continue in this industry and that modern marketing, advertising and management strategies must be used in order to compete effectively.

#### Applicable Laws.

You will be subject to local, county and state health regulations for the handling of food, and local, county and state licensing regulations for the operation of the type of business being offered by us. As a franchisee, you must comply with all laws and regulations which are currently in existence and which may later be adopted.

In addition to laws and regulations which are generally applicable to all retail businesses, you must also be aware that there are many federal and state laws and regulations which govern food preparation, packaging, sale, and consumption. You should familiarize yourself with local, county, state and federal requirements applicable to the operation of a Dinner MyWay franchise. You should also consult with your own legal counsel to determine the applicability of these and other laws and regulations that may apply to your operation of your Dinner MyWay franchise.

## ITEM 2

### **BUSINESS EXPERIENCE**

#### Director, Vice President, Menu Development: Danee D. Davis

In early 2003, Danee D. Davis founded the Dinner MyWay concept and opened the original store in January, 2004 in Rocklin, California. Prior to Dinner MyWay, Danee founded Country Home Candles in 1998, a retail candle business featuring sales of scented candles in both retail boutiques and in home parties. In 2001, Danee sold Country Home Candles to focus more on her family.

#### Director, Vice-President, Human Resources: Peggy Martin.

Peggy Martin has been involved with Dinner MyWay since April, 2004. Since 1980, Peggy, along with her husband William ("Marty") Martin, have owned and operated several hair salon franchises, including, Hot Cuts, Style Center, The Undercutters, Great Clips and Cuts Plus Hair Salons. Currently, Peggy and Marty operate 14 hair salons. Peggy and Marty also operated the French Quarter Coffee Company in Rohnert Park, California from 1992 to 1996. Prior to the hair salon and coffee businesses, Peggy and Marty owned and operated the English Rose Pub in Santa Rosa, California, from 1981 to 1987.

#### Director, Vice-President, Marketing Communications: Kathleen Cockrum.

Kathleen Cockrum has been involved with Dinner MyWay since January, 2005. Prior to that time she was responsible for bookkeeping and payroll for several Papa Murphy's franchises. From 1987 to 1992, Kathleen was the Marketing Communications Administrator for Ampex Recording Media. She coordinated national and international trade shows and managed a

marketing award program. Between 1985 and 1987, Kathleen worked for a marketing consulting firm and a graphic arts/design agency. From 1978 to 1985, Kathleen was the Sales Promotion Coordinator for Memorex Consumer Products. She developed sales ads, and point-of-purchase material and displays, as well as coordinated trade show activities. Kathleen received a Bachelor of Science degree from San Jose State University.

Director: Alisa L. Call.

Alisa Call, Danee's mother, spent many years in the education field as an elementary age teaching aide while her children were in their youth. In 1998, Alisa left the elementary school arena to manage and operate a pediatric occupational therapy clinic. She left the clinic in late 2003 and joined Dinner MyWay. Since its inception, Alisa has managed the daily operations of the Dinner MyWay store in Rocklin, California, and has handled customer relations.

Director, Chief Financial Officer and Franchise Salesperson: William E. ("Marty") Martin.

Peggy's husband, Marty Martin, has been involved with Dinner MyWay since its formal inception in April, 2004. Since 1980, Marty has been the co-owner and operator of several franchised hair salons, including Hot Cuts, Style Center, The Undercutters, Great Clips and Cuts Plus Hair Salons. Currently, Marty owns and operates 14 hair salons with Peggy. Prior to owning and operating hair salons, Marty served in the United States Air Force during the Vietnam conflict and was honorably discharged in December, 1969, with three medals. He worked for and became General Manager of Sewing Center Supply in Portland, Oregon, from 1970 to 1979. He then became self-employed as a small business consultant and with his wife, Peggy, became the co-owner and operator of the English Rose Pub in Santa Rosa, California. Peggy and Marty sold the English Rose Pub in 1987. With his wife, Marty was also a partner in the French Quarter Coffee Company from 1992 to 1996.

Director, Vice-President, Information Systems and Franchise Salesperson: Charles J. Davis.

Danee's husband, Charles Davis, has been involved with Dinner MyWay since its formal inception in April, 2004. Charles opened the original Dinner MyWay store in January, 2004, with Danee. Charles graduated summa cum laude from California State University, Sacramento, in December, 2000, with a Bachelor of Arts degree in biological sciences with a minor in computer science. Charles is currently working towards a Masters of Science degree in computer science. Charles' and Danee's business experience consists of owning and operating Country Home Candles, a retail candle store which they sold in March, 2001.

Director, President and Franchise Salesperson: Rod Cockrum.

Rod Cockrum has been involved with Dinner MyWay since January, 2005. From January 1995 to 2005, Rod was President and Chief Executive Officer of 4 USMC, Inc., dba Papa Murphy's Pizza restaurants. He owned, operated, and had partnership interests in as many as 11 Papa Murphy's Pizza franchises. From January, 1991, to January, 1995, Rod was a Regional Market Manager for Paccar, Inc.'s retail automotive division (Grand Auto). Rod was also associated with Kragen Auto Parts for 15 years starting at the store level and eventually



becoming a District Manager. Rod received a Bachelor of Science degree from the University of San Francisco.

### ITEM 3

#### LITIGATION

Neither Dinner MyWay nor any of its officers, directors or affiliates have any administrative, criminal or material civil action pending against them alleging a violation of a franchise, antitrust or securities law, fraud, unfair or deceptive practices, or comparable allegations. In connection with the use of the "DINNER TIME" service mark, Dinner MyWay received a "cease and desist" letter from another trademark owner- in early 2005. This, and other strategic business considerations, prompted us to change our principal service mark to "DINNER MYWAY." Our trademark counsel has responded to this letter informing the other trademark owner that we have adopted a new ~~mark~~. We do not expect any further action from this other trademark owner- and have not received any further follow-up since July 2005.

### ITEM 4

#### BANKRUPTCY

Neither Dinner MyWay, nor any of its officers, directors or affiliates has been involved as a debtor in proceedings under the U.S. Bankruptcy Code.

### ITEM 5

#### INITIAL FRANCHISE FEE

##### Amount.

All franchisees pay a \$24,000.00 lump sum initial franchise fee when they sign the Franchise Agreement to purchase a Dinner MyWay franchise unless you are an existing franchisee and are opening an additional franchise location, then your franchise fee is an \$18,000.00 lump sum initial franchise fee (the "Initial Franchise Fee"). We may, in the future, change the Initial Franchise Fee currently being charged to new franchisees. In addition, we may enter into agreements for the development, opening, franchising, sub-franchising and/or conversion of retail restaurants and stores and, in those instances, we may agree to waive, reduce or change the payment date and amount of the Initial Franchise Fee otherwise payable for each Dinner MyWay franchise.

##### Refunds.

We will refund your Initial Franchise Fee only under the following circumstances, less out-of-pocket expenses (i.e. photo-copying, telephone calls, reasonable mileage and other direct costs): a site for your Dinner MyWay store is not selected within six (6) months from the date of the Franchise Agreement, the Franchised Dinner MyWay Store is not open for business to the general public within nine (9) months from the date of the Franchise Agreement, or if Dinner

MyWay determines that you failed to satisfactorily complete its Basic Management Training, as determined in Dinner MyWay's sole discretion.

**ITEM 6**

**OTHER FEES**

In addition to the Initial Franchise Fee described in Item 5, the following recurring or isolated payments are required to be made by the franchisee. These fees are uniform as to all new franchisees, non-refundable and not collected on behalf of, nor paid to, any third party.

<b>Name of Fee<sup>1</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Royalty Fee	5% of Gross Revenues	Due on the second Monday following the previous week.	ACH <sup>2</sup>
Opening Advertising Contributions	\$3,000	We will use this on your behalf during the first 60 days the franchise is open.	
National Advertising Contribution <sup>3</sup>	2% of monthly Gross Revenue <sup>4</sup>	Due on the second Monday following the previous week.	ACH
Local Advertising and Promotion related to Cooperative Advertising <sup>5</sup>	Varies	As incurred.	
Software Fee	Varies	As incurred.	You must use certain computer programs with the operation of your Dinner MyWay franchise.
Site Selection Assistance	Expenses	Payable within 10 days of receipt of invoice.	Includes all reasonable expenses incurred by us in connection with any site selection counseling and assistance, including the cost of travel, lodging and meals.
Basic Management Training Fee	\$250 per day plus expenses for more than 2 people to attend	Payable within 10 days of receipt of invoice.	There is no charge for you and one other person to attend training.
Pre-Opening On-Site Training	Expenses	Payable within 10 days of receipt of invoice.	You must pay for all expenses incurred by us in providing any on-site pre-opening training you request, including travel, lodging and meal expenses.
Transfer Fee	20% of the then current Initial Franchise Fee	Before consummation of transfer.	
Renewal Fee	None		

<b>Name of Fee<sup>1</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Indemnification	Varies under circumstances.	As incurred.	You must reimburse us for, or pay for our counsel to defend us against, claims caused by your operation of your Dinner MyWay franchise.
Costs and Attorneys' Fees	Varies depending on nature of your default.	Payable upon receipt of invoice.	Payable upon your default or breach of your Franchise Agreement.
Late Charges and Collection Costs	1% per month	Payable upon receipt of invoice.	Only payable if you fail to make payments to us when due.
Audit	Our cost in conducting an audit, plus related reasonable expenses, subject to result of audit. <sup>6</sup>	Payable upon receipt of invoice.	Payable by you if triggered by an understatement of any reported amount in any report to us of 2% or more of Gross Revenues.
Reservation Fee <sup>7</sup>	\$5,000.00	Upon request of the reservation.	

Explanatory Notes:

<sup>1</sup> Unless otherwise stated in these explanatory notes, all fees are imposed by and payable to us. Unless specifically provided in the Franchise Agreement or this UFOC, none of the fees are refundable.

<sup>2</sup> Automated Clearing House ("ACH"). You must authorize electronic fund transfers from your operating account for the payment of our fees through an automated clearing house network that we designate.

<sup>3</sup> The National Advertising Contributions will be deposited into a fund maintained and operated by us (the "Dinner MyWay Marketing Fund"). The Dinner MyWay Marketing Fund is used to meet the costs of maintaining, administrating, directing and conducting advertising and promotional activities on a regional or national scale, including the cost of television, radio, magazine and newspaper advertising campaigns, test marketing, marketing surveys, and public relations activities, employing a director and agencies to provide assistance in these areas, providing marketing and other materials to our franchisees, defraying reasonable salaries, administrative costs and overhead as we may incur and other purposes we deem beneficial to our franchisees.

<sup>4</sup> The term "Gross Revenue" as used in this Offering Circular means the total amount received or receivable by your Dinner MyWay franchise from, connected with or related to the sale of all food products, goods, merchandise or services and all business transacted in or from your Dinner MyWay franchise, directly or indirectly, excluding only (i) the amount of any federal, state, or local sales or excise taxes or other similar taxes, separately stated, which may be required by law to be collected and paid by your Dinner MyWay franchise to any governmental agency or authority; and (ii) the amount of any refund to customers for bona fide returns of goods sold.

<sup>5</sup> From time to time, we may designate local or regional advertising coverage areas to develop cooperative local or regional advertising or promotional programs. You must participate in and contribute your share to cooperative advertising and promotional programs in your advertising coverage area. Your contribution to cooperative advertising or promotional programs will be in addition to the National Advertising Contributions. As further described in the Franchise Agreement, if a cooperative is formed, your contributions must be paid to the cooperative in the manner as detailed in the bylaws of the local co-op.

The cooperative will establish to whom and when to make contribution payments. "Advertising coverage area" means the area covered by a particular advertising medium (television, radio or other medium) as recognized in the industry. At the time a cooperative local or regional advertising or promotional program is developed, we will give you a list of all the relevant advertising coverage areas. We have the right to require and approve bylaws under which these cooperative advertising and promotional programs operate. We have the right to approve the advertising agencies that work on behalf of the cooperative advertising and promotional programs.

You must maintain a business phone and advertise continuously in the classified or Yellow Pages of the local telephone directory under the listings we may designate from time to time, using materials approved in advance by us. This expenditure is in addition to the minimum local advertising requirement.

<sup>6</sup> You must periodically submit to us your sales reports, quarterly and annual financial statements, and tax returns. We may audit your books, business records, sales reports, financial statements, and tax returns at any reasonable time. The audits will be conducted at our expense, unless you understate by more than two percent (2%) the Gross Revenue for any reported period or periods. In the event of an understatement by more than two percent (2%), you must reimburse us for audit costs including the charges of any independent accountant and travel expenses, room, board, and compensation of our employees incurred in connection with the audit.

<sup>7</sup> Anytime during the Term of the Franchise Agreement and provided you are not in default under any terms of the Franchise Agreement, you have the right to reserve the purchase of a franchise in a particular location. In order to reserve a location you must provide us with a written request to reserve a particular location, not to exceed an area of more than five (5) miles in radius, and pay us a non-refundable reservation fee of \$5,000.00. Upon receipt of the reservation fee, we agree that after receipt of the notice to request a reservation, if we have not previously reserved the requested reserved location to another party or entered into a separate franchise agreement within the reserved location, we agree to hold the reserved location for you for six (6) months from the date of the reservation request. If you do not sign a new franchise agreement in the reserved location within the six (6) month period, we will keep the reservation fee in consideration of the deferral of our opportunity to sell franchises in the reserved location to others. The reservation does not give you any rights to operate in the reserved location, nor does it permit you to offer, sell, transfer, assign or through any other means transfer your reservation rights in whole or in part to any other party.

**ITEM 7**

**INITIAL INVESTMENT**

You must make various expenditures in addition to the payments described above in Items 5 and 6 in opening your Dinner MyWay franchise. Dinner MyWay will not offer direct or indirect financing to franchisees for any items. The following tables describe the range of expenditures we anticipate as reasonable for the total initial investment required to establish your Dinner MyWay franchise. These estimates are subject to variations according to geographical location and site:

<b>Expenses</b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is Made</b>
Initial Franchise Fee <sup>1</sup>	\$24,000 or \$18,000 (existing franchise)	Lump sum.	Upon execution of the Franchise Agreement.	Dinner MyWay
Training Expenses <sup>2</sup>	\$1,500 - \$3,000	As incurred.	As incurred.	Dinner MyWay
Architecture, Permits & Licenses <sup>3</sup>	<del>\$1,800</del> 2,400 - \$4,000	As incurred.	As incurred.	Third Parties and/or Dinner MyWay
Opening Advertising Contributions <sup>4</sup>	\$3,000	Lump sum.	Upon execution of the Franchise Agreement.	Dinner MyWay
Rent <sup>5</sup>	\$1,800 - \$5,000	Monthly.	Depends on lease.	Landlord
Leasehold <sup>6</sup> Improvements	\$20,000 - \$40,000 - <u>\$70,000</u>	As incurred.	As incurred.	Third Parties, Landlord or Contractor
Signage <sup>7</sup>	<del>\$1,500</del> 2,000 - <del>\$5,000</del> 6,000	Lump sum.	As incurred.	Suppliers
Initial Inventory <sup>8</sup>	<del>\$500</del> 2,000 - <del>\$3,000</del> 4,000	Lump sum. <sup>5</sup>	Before commencing business.	Suppliers
Merchant Account System <sup>9</sup>	\$400 - \$500	As incurred.	As incurred.	Third Party
Insurance <sup>10</sup>	\$500 - \$1,000	Lump sum.	Before commencing business.	Insurance Company
Equipment Purchases <sup>11</sup>	<del>\$30,000</del> 35,000 - <del>\$40,000</del> 45,000	As incurred.	As incurred.	Suppliers
Additional Funds <sup>12</sup> (3 Months)	\$5,000 - \$10,000	As incurred.	As incurred.	Third Parties

Expenses	Amount	Method of Payment	When Due	To Whom Payment is Made
Total <sup>13</sup>	<del>\$90,000</del> <u>119.10</u> <u>0</u> - <del>\$138,500</del> <u>175.00</u>			

Explanatory Notes:

<sup>1</sup> Within thirty (30) days from the occurrence of any of the events below, Dinner MyWay will refund the Initial Franchise Fee, if any of the following events occur: a site for your Dinner MyWay store is not selected within six (6) months from the date of the Franchise Agreement, the franchised Dinner MyWay store is not open for business to the general public within nine (9) months from the date of the Franchise Agreement, or if Dinner MyWay determines that you failed to satisfactorily complete its Basic Management Training, as determined in Dinner MyWay's sole discretion. If any of the above events occur, Dinner MyWay will refund the Initial Franchise Fee to you without interest, as well as refund the Opening Advertising Fee, less any out-of-pocket expenses (i.e. direct costs like photo-copying, telephone calls, reasonable mileage, etc.) and reasonable fees incurred for any training and other assistance Dinner MyWay may have provided to you.

<sup>2</sup> There is no fee charged for the initial training of 2 individuals, as that expense is included in the Initial Franchise Fee.

<sup>3</sup> You can obtain information from your local county and state authorities about the specific legal requirements for business and professional licenses and related types of expenses in your local area.

<sup>4</sup> The Opening Advertising Contributions will be refunded if the Initial Franchise Fee is refunded as specified in Note 1 above.

<sup>5</sup> The monthly rental for leased premises varies depending on factors like size, condition, location and the local real estate rental market. Furthermore, if you are the owner of the premises on which your Dinner MyWay franchise is located, you will not be paying any rent. You can locate your Dinner MyWay franchise in a variety of locations, including the suburbs, downtown or rural locations and shopping malls or strip shopping centers. We estimate that approximately 1,200 – 1,600 square feet are needed for a Dinner MyWay franchised store. The location should be well-lit and secure. You can estimate your own lease or sublease expense by applying this square footage approximation to the local real property costs in your area. If you lease the premises on which your Dinner MyWay store is located, you must enter into a lease that contains provisions acceptable to us and that we have approved in writing.

<sup>6</sup> Your initial investment for leasehold improvements depends on the size and location of the leased premises, type of improvements desired and amount of usable improvements already in place at the location. In addition, if you are acquiring an existing store, either from us or an existing franchisee, the leasehold improvements may be included in the amount you pay for the existing store. Leasehold improvements include construction build-out costs, landscaping,

curbing and paving. The cost estimate for leasehold improvements does not include the purchase and installation of food preparation equipment or store signage. At your discretion, you can incur long-term financing to cover leasehold expenses. The terms and costs of this financing are determined by market forces.

<sup>7</sup> Signage includes an exterior sign, interior graphics and various window designs identifying your Dinner MyWay franchise. Signage costs depend on the size and location of your Dinner MyWay franchise, the ability to erect a pylon sign, the particular requirements of your landlord and local ordinances and zoning requirements.

<sup>8</sup> Although a franchisee generally will be permitted to finance all or a portion of the initial inventory, in accordance with a vendor's terms, we reserve the right, particularly in the case of Dinner MyWay service centers which have not previously been in operation, to require that before opening, the franchisee has acquired and paid for a certain minimum amount of inventory. This will help ensure that, until the business develops sufficient cash flow to cover these costs on a regular basis, franchisees will have sufficient inventory and working capital.

<sup>9</sup> You must obtain a merchant account system which has been approved by us. You may have to obtain a point of sale system or a computer system approved by us. See Item 11 of this Offering Circular for a description of the merchant account system currently used by Dinner MyWay, and its cost, and see Item 8 for a description of a point of sale system you may have to obtain. The cost described in this Item does not include the cost of electrical installations or additional telephone lines which may be necessary for the installation and operation of the computer system.

<sup>10</sup> This is an estimate of the annual premiums to acquire the insurance required under the Franchise Agreement, excluding workers' compensation coverage. The estimate is for commercial general liability insurance, completed operations and independent contractors coverage and comprehensive automobile liability coverage.

<sup>11</sup> You must either purchase or lease certain equipment necessary to provide in-store food preparation services, including ovens, refrigerators, kitchen equipment, and any other equipment item required to operate a commercial kitchen for food preparation, processing, and packaging. Your equipment costs vary depending on the size and location of your Dinner MyWay franchise. Lease terms and payment depend on your particular financial strength, credit-rating and market rates and conditions. If we determine that additional or substitute equipment is needed because of a change in required goods or services to be offered by all franchisees, you must install new equipment within a reasonable time.

<sup>12</sup> Additional funds are needed for monthly operating expenses, working capital and salaries. The basis of these costs estimates are based on our management's experience in the food preparation industry. However, the stated range is merely an estimate, and we cannot guarantee that the upper range amount is sufficient and that you will not have additional expenses starting your business. The actual amount of funds required, and the times when they are required depend on many factors. The factors include whether the Dinner MyWay franchise is owner-operated, how much you follow our methods and procedures, the prevailing wage rate, the rate of growth of the business, your own management skill, economic conditions and competition in

your area and the sales level reached during this period. We cannot estimate or promise how much additional funds any individual franchisee requires, nor estimate when or for how long additional funds are needed in the business.

<sup>13</sup> You should review these figures carefully with your business advisor before making any decision to purchase a franchise.

## ITEM 8

### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

You will be required to purchase food and other products that meet the quality standards that we will set out in the Dinner MyWay Operating Manual ("Operating Manual"). We will also provide to you a list of vendors that meet our quality standards for your convenience. However, you will not be required to purchase your food and other products from them.

#### Obligations to Purchase in Accordance with Specifications from Approved Suppliers.

In order to preserve the uniformity of our franchises and ensure quality service and products, you must operate your Dinner MyWay franchise in accordance with our proprietary business techniques, systems and procedures. Accordingly, we may regulate, among other things, the types, models and brands of required fixtures, furnishings, equipment, signs, materials and supplies used in operating your Dinner MyWay franchise, required food quality and other product categories.

#### Leasehold Improvements, Fixtures and Equipment.

All equipment, furniture, fixtures, signage or leasehold improvements used at your Dinner MyWay franchise must conform to those standards and specifications as we may periodically establish and must be consistent with the style, image and quality required by us for our franchisees.

You must obtain our approval before making any changes in the appearance of your store and before modifications to or replacements of decorating materials, fixtures, equipment, furniture or signs.

#### Inventory.

Your Franchise Agreement requires that all inventory conform to our standards as stated in the Operating Manual given to you in connection with operating a Dinner MyWay franchise. Suppliers of those products must be ones who demonstrate to us their ability to meet our minimum standards for quality and reliability.

Requirements and specifications for products and lists of recommended suppliers are set forth in our Operating Manual. By written notice to you or through changes in our Operating Manual, we may revise our requirements and specifications, add or delete recommended suppliers, and/or enter into new purchase arrangements with additional suppliers.



All foods, products, supplies and materials used or dispensed at, from or through your Dinner MyWay franchise must comply with all applicable laws (including laws regarding the preparation, storage, packaging, and handling of foods for public consumption) and must be fit for their intended uses.

#### Merchant Computer and Point of Sale System.

The Franchise Agreement affords us the right, at any time, to require that you purchase, install and maintain a point of sale computer system, which has been designed and/or approved for use by us. At the present time, we require our franchisees to open up a merchant account system from Wells Fargo Bank, or another financial institution approved by us, with the ability, at a minimum, to process Visa®, MasterCard®, AmericanExpress® and Discover Card® transactions up to at least \$50,000 per month per location.

You must install, maintain and use computer software programs to maintain data and business records for your Dinner MyWay center. We require you to purchase and use a laptop or desktop computer with e-mail and Internet access, Microsoft® Office XP Professional, QuickBooks Professional, and an operating system that is MS-Windows compatible to assist you in the operation of your Dinner MyWay center. We do not require you to use any specific brand of hardware. You must maintain, at all times, the ability to receive and transmit communications from and to Dinner MyWay over the Internet. We currently do not require that we have independent access to the information and data in your computer systems, however, we may require so in the future. We reserve the right to uniformly require all franchisees to install and maintain certain hardware and software, including software that will interface with our computer system, over the Internet which, after having been fully tested and approved for use by all Dinner MyWay franchisees, will be listed in the Dinner MyWay Operating Manual as a mandatory requirement for all franchisees.

To ensure full operational efficiency and communication capability between our computers and yours, you must at all times, at your own expense, keep the computer system in good repair and purchase certain annual maintenance and service contracts from the manufacturer of the hardware or the licensor of the software. You must upgrade/update your software programs, as needed. We estimate that the annual cost of the maintenance and upgrades/updates is approximately \$1,000.00 per year. You will not be required to purchase the computer system or any non-proprietary software programs from us or from any specific designee.

We may require you, at your cost and expense, to purchase or lease, install, maintain and use a designated point of sale or other computer system and/or designated software and support which we may have developed or modified for use by our franchisees. We may also require that you, at your cost and expense, purchase and/or install modifications and/or additions to these systems or programs.

You are not presently required to install, maintain or use any specific point-of-sale ("POS") hardware or any designated software programs for that POS to maintain data, business records or customer transactions for your Dinner MyWay center. You may in the future, at your own expense, be required to purchase or otherwise acquire POS hardware and a computer system which are compatible and capable of running certain POS and other software programs which we

may approve and upon which the records retention and operation of your Dinner MyWay center may become dependent.

Accounting Materials, Signage, Stationery and Other Supplies.

Your accounting and reporting forms must be consistent with the accounting and record keeping procedures as set forth in the Operating Manual. In addition, to maintain the integrity of our trademarks and service marks, we will require that all signs, stationery, forms, labels and similar materials used in the operation of your Dinner MyWay franchise conform to our standards and specifications that we set forth in the Operating Manual, which from time-to-time may change.

Insurance.

Under the terms of your Franchise Agreement, you must maintain, at your expense, an insurance policy or policies protecting you and naming us as an additional named insured or loss payee against any loss, liability, personal injury, death, property damage or expense from fire, lightning, theft, vandalism, malicious mischief and the perils included in the extended coverage endorsement, arising or occurring upon or in connection with your Dinner MyWay franchise as well as any other insurance applicable to any other special risks we reasonably require for your protection, as well as any insurance coverage required by your landlord or lender.

**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 OFFERING CIRCULAR.**

Obligation		Section in Franchise Agreement	Item in Offering Circular
a.	Site selection and acquisition/lease	Sections 1.3, 3.1(b), 4.1,4.2 and 5.17	Items 6, 7 and 11
b.	Pre-opening purchases/leases	Sections 5.7, 5.9 and 5.17	Item 7 and 8
c.	Site development and other pre-opening requirements	Sections 4.7, 4.8, 5.1-5.4	Items 6, 7 and 11
d.	Initial and ongoing training	Sections 3.1(h), 4.5, 4.8 and 4.10(e)	Item 11
e.	Opening	Sections 3.1(d), 3.4(b), 4.5, 4.7-4.9, 5.2(c), 5.4 and 10.1	Item 11
f.	Fees	Sections 2.2(d), 3.1, 3.3, 3.5, 4.5(d), 4.5(e), 4.5(f), 4.10(A), 4.10(e), 5.4, and 8.2-8.4	Items 5, 6 and 7
g.	Compliance with standards and policies/Dinner MyWay Operating Manual	Sections 4.6, 4.7, 5.7, 5.16, 5.18, 7.1-7.3 and 17.21	Item 8, 11, 14, 15 and 16

Obligation		Section in Franchise Agreement	Item in Offering Circular
h.	Trademarks and proprietary information	Sections 6.1-6.9, 7.1, 7.2, 13.4 and 14.2	Items 11, 13 and 14
i.	Restrictions on products and services offered	Section 5.7(d), 5.7(e) and 5.9	Items 8 and 16
j.	Warranty and customer service requirements	Sections 12.2(h), 17.18 and 17.20(d)	Not Applicable
k.	Territorial development and sales quotas	Section 1.2, 1.4 and 5.16	Item 12
l.	Ongoing product/service purchases	Section 5.9	Item 8
m.	Maintenance, appearance and remodeling requirements	Sections 5.6, 5.7(f), and 5.18	Item 11
n.	Insurance	Sections 5.4 and 10.1-10.5	Items 7 and 8
o.	Advertising	Sections 3.1(d)-3.1(e) and 8.1-8.6	Items 6, 7 and 11
p.	Indemnification	Sections 6.5, 15.4 and 17.18	Item 13 and 14
q.	Owner's participation/management/ Staffing	Sections 5.8, 5.11 and 14.1	Items 11 and 15
r.	Records and reports	Sections 3.4(C) and 9.1-9.5	Not applicable
s.	Inspections and audits	Sections 4.7, 5.15 and 9.5	Item 6
t.	Transfer	Sections 11.1-11.9	Items 6 and 17
u.	Renewal	Section 2.2	Items 6 and 17
v.	Post-termination obligations	Sections 13.1-13.5, 14.2	Item 17
w.	Non-competition covenants	Section 14.3	Item 17
x.	Dispute resolution	Sections 17.9, and 17.13	Item 17

The shareholders of a corporate franchisee, the general partners of a general partnership or limited partnership franchisee, or the beneficial owners of the equity interests of any other entity constituting franchisee, and the spouses of the foregoing, if any, are obligated to guarantee all of the obligations of the franchisee under the Franchise Agreement. Each of these persons will be required to sign a Guaranty Agreement in the form of Exhibit E which is attached to this Offering Circular.

## ITEM 10

### FINANCING

We will not offer direct or indirect financing of any type to franchisees, and will not provide guarantees of any kind on behalf of franchisees.

## ITEM 11

### FRANCHISOR'S OBLIGATIONS

Except as listed below, we do not need to provide any assistance to you.

#### Our Obligations Before Opening of Franchise.

Before the opening of your Dinner MyWay franchise, we provide you with the following assistance and services:

- Grant Nonexclusive Right to Operate a Dinner MyWay Franchise. We will grant you, subject to the terms and conditions contained in the Franchise Agreement, the nonexclusive right to operate one Dinner MyWay store from a specific location. (Franchise Agreement, Section 1.1.)
- Grant Nonexclusive License to use Our Proprietary Marks. We will grant to you, subject to the terms and conditions contained in the Franchise Agreement, a nontransferable, non-exclusive license to use the Proprietary Marks now owned or later adopted, acquired or developed by us, in the operation of your Dinner MyWay franchise. (Franchise Agreement, Section 6.1.)
- Site Selection Assistance. We may assist you with site location as provided in the Franchise Agreement under Section 4.1. (Franchise Agreement, Section 4.1.)
- Lease Assistance. If you intend to lease the site where your Dinner MyWay franchise will be located from a third party, we will assist you in your lease negotiations. (Franchise Agreement, Section 4.2.)
- Building Plans and Specifications. We will loan to you a sample set of standard building plans for your Dinner MyWay store and specifications and/or standard recommended floor plan. (Franchise Agreement, Section 4.3.)
- Design Specifications. We will loan to you specifications of our requirements for design, decoration, layout, equipment, furniture, fixtures and signs for your Dinner MyWay store. (Franchise Agreement, Section 4.3.)
- Lists of Required Equipment, Supplies and Inventory. We will supply you with a list of all required equipment, supplies, materials, inventory and other items necessary to operate your Dinner MyWay franchise and a list of recommended suppliers of all required items. (Franchise Agreement, Section 4.4.)
- Initial Set of Forms. We will provide you with an initial set of forms, including various operational forms and standardized forms for reporting accounting information, invoices and contract forms. (Franchise Agreement, Section 4.4.)
- Basic Management Training. We will provide four days of Basic Management Training for up to two persons at our corporate headquarters and/or other location(s) as we may

specify in writing. This training will cover hiring, marketing, bookkeeping techniques, inventory control, purchasing, cooking instructions, food preparation instructions, table schematics, food ordering guides, use of forms, point of sale computer system, quality control procedures, merchandising, promotion, advertising techniques, and sale of product and service techniques, methods and suggestions. (Franchise Agreement, Section 4.5.)

A copy of the Dinner MyWay Operating Manual will be provided to you on or before Basic Management Training after you have signed the Franchise Agreement. The table of contents of the Dinner MyWay Operating Manual, the number of pages devoted to each subject and the total number of pages in the Dinner MyWay Operating Manual is attached as Exhibit G.

- Loan of the Dinner MyWay Operating Manual. We will loan to you one copy of our confidential, proprietary operating manual(s) containing valuable and detailed information, forms and systems pertaining to the operation of your Dinner MyWay franchise. (Franchise Agreement, Section 4.6.)
- Pre-Opening Inspection. We will provide on-site assistance and inspection of the installation of our signage and equipment and will generally inspect your Dinner MyWay franchise and provide you with advice and comments as we deem appropriate to ensure that you conform to applicable standards. (Franchise Agreement, Section 4.7.)
- Pre-Opening On-Site Training. We will make available pre-opening on-site training of a minimum of two days, in most instances to be conducted at your Dinner MyWay franchise shortly before the opening of your Dinner MyWay franchise and during the first week of operation, at the times we deem appropriate. The on-site training program will cover material aspects of the operation of your Dinner MyWay franchise including financial control, marketing techniques, maintenance of quality standards, employee hiring and motivation, cooking instructions, food preparation instructions, table schematics, food ordering guides, inventory control, security standards, merchandising techniques, promotional and advertising techniques, operations, purchasing and sales. (Franchise Agreement, Section 4.8.)
- Opening Assistance. We will coordinate the expenditure of the Opening Advertising Contributions, assist in securing advertising and vendor promotional materials, and provide an opening team to assist in the opening of your Dinner MyWay franchise. Our opening team will begin providing assistance to you on a mutually agreed upon date and throughout the first week of operation. (Franchise Agreement, Section 4.9.)

#### Our Obligations During Operation of Franchise.

In order to assist you once your Dinner MyWay franchise is operational, we do all of the following after your Dinner MyWay franchise is open for business to help you succeed:

- Site Visits. We will provide you with assistance and support by means of periodic visits by one of our representatives. (Franchise Agreement, Section 4.10(A).)

- Guidance and Assistance. We will make ourselves available for consultation on matters such as operations, advertising and promotion, and business methods on terms and for additional compensation as you and we may agree on, the amount of which depends upon the type of request and cannot be estimated at this time. (Franchise Agreement, Section 4.10(A).)
- Assistance Hotline. We will maintain a telephone and/or web-based help desk "hotline" for informational assistance. (Franchise Agreement, Section 4.10(B).)
- Advertising and Public Relations Campaigns. We will generally promote your Dinner MyWay franchise through advertising and public relations campaigns using National Advertising Contributions paid by all franchisees. (Franchise Agreement, Section 4.10(O).)
- Local Advertising and Use of Name. We will provide you advice on local advertising and direction regarding the proper usage of our Proprietary Marks. (Franchise Agreement, Section 4.10(C).)
- Promotional Methods and Materials. We will provide you with any promotional methods and materials that we may develop. (Franchise Agreement, Section 4.10(C).)
- Representation on Dinner MyWay Website. So long as Dinner MyWay maintains a website for marketing and sales purposes, we will provide your Dinner MyWay franchise location with representation on our corporate website at URL [www.dinnermyway.com](http://www.dinnermyway.com) and the capability for customers to schedule sessions at your location online through our website. (Franchise Agreement, Section 4.10(D).)
- Refresher Training. We may provide refresher training programs, seminars or advanced management training at locations designated by us. (Franchise Agreement, Section 4.10(E).)

#### Periodic Assistance.

Although we are not obligated to, we may provide advisory assistance in the operation and promotion of your Dinner MyWay franchise as we deem advisable, which may include additional training and assistance, communication of new developments, improvements and equipment and supplies, and new techniques in advertising, service and management which are relevant to the operation of your franchise.

#### Site Selection and Location.

Your Dinner MyWay franchise is granted for a specific location. It is your responsibility to locate a site which conforms to our guidelines and you must obtain our approval for your location. We must notify you of our approval or disapproval of any location designated by you within 45 days. Factors we consider in granting approval of your selected site include general location and neighborhood, traffic patterns, size, layout, population density, zoning, lease terms, customer generators surrounding the location, physical characteristics of the premises and the proximity of competing businesses. Our approval of a site location designated by you will not be

unreasonably withheld. However, if we are unable to agree with you on a specific site for your Dinner MyWay franchise within nine (9) months of the date of your Franchise Agreement, we may terminate your Franchise Agreement and your Initial Franchise Fee, as well as refund your Opening Advertising Contributions less any out-of-pocket expenses, such as photo-copying, reasonable mileage and other direct costs.

#### Time Between Signing of Franchise Agreement and Commencement of Business.

The typical length of time between the signing of the Franchise Agreement and the opening of a Dinner MyWay franchise depends on the specific location of the Dinner MyWay franchise. You are expected to use your best efforts and work diligently to open the Dinner MyWay franchise within nine months of the date of your Franchise Agreement. Factors affecting this length of time usually include obtaining a satisfactory site, financing arrangements, completing training, local ordinance compliance questions, and delivery and installation of equipment and signs. You must notify us of any delays you incur in opening your Dinner MyWay franchise.

#### Advertising.

We will assist you in advertising by providing advice on opening advertising, providing standards and reviewing your local advertising, and administering the contribution that each Dinner MyWay franchisee makes for the creative development of advertising (the "National Advertising Contributions"). In addition, if at any time we determine that our franchisees can most efficiently and effectively advertise and promote their businesses by pooling resources, we may establish a cooperative to execute regional and national media "advertising buys." Our review of your advertisements for your franchise will not be a guaranty that your advertising conforms to any applicable laws or regulations. You should consult legal counsel if you have questions on advertising rules or regulations.

- Opening Advertising

We will advise you on what we believe are the most effective methods to advertise the opening of your Dinner MyWay franchise. This advice includes reviewing your opening advertising budget and recommending promotional activities.

- National Advertising Contributions

We will also prepare and produce advertising, marketing and public relations programs and administer local, regional and/or multi-regional advertising programs utilizing the National Advertising Contributions. The National Advertising Contributions may be used to pay the costs of preparing and producing video, audio and written advertising materials, administering regional and multi-regional advertising programs, including purchasing direct mail and other media advertising and employing advertising, promotion and marketing research and other advertising, promotion and marketing activities. National Advertising Contributions are not used to sell additional franchises.

As described in Item 6 of this Offering Circular, you must pay 2% of your Dinner MyWay franchise's gross revenues per month as National Advertising Contributions. The

National Advertising Contributions are accounted for separately from our other funds and are not used to defray any of our general operating expenses, except for reasonable salaries, administrative costs, travel expenses and other overhead that we may incur in the administration of the National Advertising Contributions, including conducting marketing research, preparing advertising, promotion and marketing materials and collecting and accounting for the National Advertising Contributions. We prepare an annual unaudited financial statement reflecting the National Advertising Contributions collected and costs incurred and furnish it to you upon your written request.

We anticipate spending all of the National Advertising Contributions collected in any fiscal year in that particular fiscal year. However, in the event there is money left over in any fiscal year, we will deposit it into an interest bearing account or invest this surplus for future use. All interest earned on contributed National Advertising Contributions is used to pay advertising costs.

Although we will endeavor to spend the National Advertising Contributions to develop advertising and marketing materials and programs and to place advertising beneficial to all Dinner MyWay franchisees, we undertake no obligation to ensure that expenditures of the National Advertising Contributions in or affecting any geographic area are proportionate or equivalent to the contributions of the National Advertising Contributions by Dinner MyWay franchisees operating in that geographic area or that any Dinner MyWay franchise will benefit directly or in proportion to its contribution of the National Advertising Contributions from the development of advertising and marketing materials or the placement of advertising. We assume no other direct or indirect liability or obligation to you for collecting, maintaining, directing or administering the National Advertising Contributions.

- Cooperative Advertising.

From time to time, we may designate local or regional advertising coverage areas to develop cooperative local or regional advertising and promotional programs. You must participate in and contribute your share to the cooperative advertising and promotional programs in your Advertising Coverage Area (as defined below) in addition to contributions and expenditures required under this Agreement. "Advertising Coverage Area" means the area covered by a particular advertising medium (television, radio or other medium) as recognized in the industry. At the time a cooperative local or regional advertising or promotional program is developed, we will provide you with a list of the areas covered under that local or regional cooperative. Upon demand, you will contribute a set amount to the local advertising cooperative in which you belong. By signing the Franchise Agreement, you will consent to membership in the local or regional cooperative advertising programs. You will be governed by the bylaws created by the local or regional cooperative advertising programs. Pursuant to the bylaws, the cooperatives will establish to whom and when to make contribution payments.

Training Program.

- Basic Management Training

We provide four days of Basic Management Training at no charge for up to two persons in our corporate headquarters and/or at any other location as we may specify in writing.



Unless otherwise agreed in writing by us, at least one of the trainees must be a person having responsibility for the day-to-day operations of your Dinner MyWay franchise. All trainees must complete Basic Management Training to our reasonable satisfaction before your Dinner MyWay franchise opens for business.

The Basic Management Training program consists of a store management program which is designed to generally educate your Trainees in most phases of the self-prepared, home meal replacement business as related to the operation of a Dinner MyWay franchise. Each trainee is exposed to many of the problems he or she will encounter while working in a Dinner MyWay franchise. Each trainee is provided instruction with respect to the general operation of a Dinner MyWay franchise, which will include our advice and recommendations concerning the products and services offered, the procedures for preparing a proper work coverage schedule, ordering inventory, stock and supplies, properly displaying merchandise, controlling payroll, servicing customers, and reporting forms and procedures.

We will provide, at our expense, instructors, facilities, training materials and technical training tools in connection with Basic Management Training. You will be responsible for all expenses of your trainees in attending Basic Management Training including all travel, lodging and meal expenses and compensation of, and workers' compensation insurance for, your trainees. All costs and expenses incurred to have additional employees or agents attend Basic Management Training, including reasonable training fees, will be borne by you, and are subject to our prior written approval.

If the person having responsibility for the day-to-day operation of your Dinner MyWay franchise (the "Manager") passes away, is mentally or physically incapable of or is no longer willing or able to exercise day-to-day control over your Dinner MyWay franchise, you must designate a new Manager for your Dinner MyWay franchise with the same responsibility within sixty (60) days. The new Manager and all other successive Managers, if any, are required to attend Basic Management Training at your sole cost and expense within sixty (60) days after the time the new person is designated the Manager. You are solely responsible for the costs and expenses associated with your Manager's attending Basic Management Training, including the then-prevailing standard rates charged by us for Basic Management Training and all travel, meals and lodging costs and compensation of, and workers' compensation insurance for, your new Manager.

- Pre-Opening On-Site Training; Opening Team

We make available pre-opening, on-site training of a minimum of two days, in most instances to be conducted at your Dinner MyWay franchise shortly before the opening date and during the first week of operation, at the times we deem appropriate. The on-site training program will cover material aspects of the operation of your Dinner MyWay franchise including financial control, marketing techniques, maintenance of quality standards, employee hiring and motivation, cooking instructions, food preparation instructions, table schematics, food ordering guides, inventory control, security standards, merchandising techniques, promotional and advertising techniques, operations, purchasing and sales. You will be responsible for all expenses incurred by us in providing the pre-opening training, including all travel, lodging and meal expenses.

- Continued Support

At our option, we may provide refresher training programs or seminars or advanced management training at locations designated by us, which may be required for your employees. Training will not be required more often than twice a year. You will be responsible for all costs and expenses associated with the training, including our then-prevailing standard training fees and all travel, meals and lodging costs and compensation of, and workers' compensation insurance for, your attendees. There are no other required training programs.

In addition, at your request, we will furnish additional guidance and assistance to deal with unusual or unique operating problems at reasonable per diem fees, charges and out-of-pocket expenses established by us.

- Instructors

Our training programs are supervised by Alisa L. Call, Danee D. Davis, Charles J. Davis, Marty Martin, and Rod Cockrum or an authorized representative of Dinner MyWay. The experience and background of the individuals named above are described in Item 2 of this Offering Circular.

Our training programs may also be conducted by other senior personnel, including operation/field managers, store managers, purchasing and food preparation supervisors, as well as outside consultants, whose services we may retain for specific training courses. No other formal training staff is maintained at present.

### BASIC MANAGEMENT TRAINING SESSION SCHEDULE

Subject	Day-Begun	Instructional Material	Hours of Classroom Training	Hours of on the Job Training
Customer Service & Sales	1	Sales Training Manual	4	16*
Instruction and Food Preparation Area	1	Manual	4	16*
Store Merchandising & Maintenance	1	Manual and Handouts	4	16*
Food Ordering and Inventory	1	Manual and Handouts	4	16*
Food Preparation	1	Manuals Reference Books	2	16*
Session Set-up	2	Manual and Handouts	2	16*

Merchant Account/Point of Sale/Computer System & Inventory Control	2	Manuals	4	16*
Computer and Website Access and Instruction	2	Manual and Handouts	4	
Advertising & Marketing	2	Manuals-Handouts	2	
Accounting & Reporting	2	Manual	5	

\* Because these areas of training are conducted simultaneously, the specified hours overlap.

<u>Subject</u>	<u>Lead Developer /Trainer</u>	<u>Instructional Material</u>	<u>Classroom Training Hours</u>	<u>On the Job Training Hours</u>
<u>Welcome – Mission &amp; Values, Summary of Objectives, Trademark Identity, Store Design, Décor, Signage, Uniforms, Store Hours</u>	<u>Rod Cockrum</u>	<u>Operations Manual</u>	<u>1 hour</u>	<u>30 minutes</u>
<u>Customer Service and Sales</u>	<u>Marty Martin</u>	<u>Operations Manual</u>	<u>90 minutes</u>	<u>4 hours</u>
<u>Accounting</u>	<u>Charles Davis</u>	<u>Operations Manual</u>	<u>2 hours</u>	<u>4 hours</u>
<u>Human Resources</u>	<u>Charyl Moyaert</u>	<u>Operations Manual</u>	<u>3 hours</u>	<u>2 hours</u>
<u>Monthly Menus, Recipe Specs, Product &amp; Suppliers, Ordering – part I</u>	<u>Lisa Hemenway</u>	<u>Packet of Monthly Menu &amp; Operations Manual</u>	<u>2 hours</u>	<u>2 hours</u>
<u>Operation Standards – Product Movement, Inventory, Scheduling – Food Preparation &amp; Daily Routine Guides</u>	<u>Alisa Call</u>	<u>Manual</u>	<u>3 hours</u>	<u>8 hours</u>
<u>Marketing &amp; Advertising</u>	<u>Kathleen or Rod Cockrum and Todd from ADY</u>	<u>Manual and Handouts</u>	<u>2 hours</u>	<u>4 hours</u>
<u>Safety, Security and Sanitation</u>	<u>Peggy Martin &amp; Marty Martin</u>	<u>Video &amp; Manuals</u>	<u>2 hours</u>	<u>6 hours</u>
<u>Computer and Website Access and Instruction and Session Set-Up</u>	<u>Charles Davis</u>	<u>Manual and Handouts</u>	<u>2 hours</u>	<u>6 hours</u>

<u>Subject</u>	<u>Lead Developer /Trainer</u>	<u>Instructional Material</u>	<u>Classroom Training Hours</u>	<u>On the Job Training Hours</u>
<u>Merchandising</u>	<u>Rod Cockrum</u>	<u>Manual and Handouts</u>	<u>2 hours</u>	<u>2 hours</u>

Also, the training that your trainees will receive within each area will be dependent upon their prior experience and their proficiency with the subject matter.

## ITEM 12

### YOUR TERRITORY

Your Franchise Agreement grants you the right to operate a Dinner MyWay franchise to sell products and perform services from a single specified location. Provided you are not in default, and you have not been in default within the preceding six months, of any provision of your Franchise Agreement, or any other agreement between you and Dinner MyWay or our affiliates, we will not open and operate a company-owned Dinner MyWay store, franchise to other franchisees another Dinner MyWay store, or franchise to a third party another Dinner MyWay store, within a certain radius to be agreed upon by both parties prior to execution of the Franchise Agreement, without first offering to you the right to purchase the proposed franchise. (Normally, the particular radius will fall between 2 to 5 miles from your location.)

## ITEM 13

### TRADEMARKS

We grant to you a nontransferable, non-exclusive license to use the Proprietary Marks, as defined above. You must follow our rules when you use the Proprietary Marks. You cannot use the Proprietary Marks as part of a corporate name or with modifying words, designs, or symbols except for those which we license to you. You may not use the Proprietary Marks in any manner that we have not authorized in writing.

The principal trademark of the Franchisor is "DINNER MYWAY." An application to register the "DINNER MYWAY" mark was filed with the U.S. Patent and Trademark Office as discussed under Item 1 of this Offering Circular.

Dinner MyWay owns the Proprietary Marks. No agreements are currently in effect that significantly limit our rights to use or license the use of the Proprietary Marks. There are no currently effective determinations of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board or the trademark administrators of any state or any court, no pending infringement, opposition or cancellation proceedings, and no pending litigation involving any of the Proprietary Marks.

If you become aware of any apparent infringement, unfair competition, or other challenge to your right to use any Proprietary Mark, or if you become aware of any use of or claims to any

mark, name, logo or any other commercial symbol identical to or confusingly similar with any Proprietary Mark, you must immediately notify us in writing.

We will indemnify you or reimburse you for all direct damages for which you are held liable in any proceeding for your use of the Proprietary Marks and for all direct costs reasonably incurred by you in the defense of any claim brought against you or in any proceeding in which you are named as a party, provided you: (i) have timely notified us of the action; (ii) have otherwise complied with your Franchise Agreement; and (iii) allow us sole control of the defense and settlement of the action, all in accordance with the additional requirements in your Franchise Agreement. We are not required to protect your rights to use the Proprietary Marks, nor must we defend you against any infringement, unfair competition or any other claim respecting your use of the Proprietary Marks.

We reserve the right to modify or discontinue use of any Proprietary Marks or to add additional Proprietary Marks at our discretion. You must make any additions, deletions, and modifications to all interior and exterior signs, menu boards, displays, paper products and advertising as we direct at your expense and without compensation or reimbursement from us. We are not responsible for any expenses, losses or damages sustained by you as a result of any addition, discontinuance, or modification and you are prohibited to join in any litigation against us if any these expenses, losses or damages are incurred.

#### **ITEM 14**

#### **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

We will loan to you one copy of our confidential and proprietary operating manual(s) containing valuable and detailed information, forms and systems pertaining to the operation of your Dinner MyWay franchise, including proprietary table schematics, recipes, menus and other trade secrets. Although these materials have not been registered with the United States Registrar of Copyrights, they are considered proprietary and confidential and we claim copyright protection of these materials. You may not use this confidential information in any unauthorized manner and must adopt reasonable procedures to prevent its disclosure to others. Dinner MyWay prohibits the copying of its recipes and menus during sessions by its customers.

Your Franchise Agreement does not require us to protect these copyrights or to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving these copyrights.

There are currently no effective determinations of the United States Copyright Office or any court regarding any of the copyrighted materials. No agreements are in effect which significantly limit our right to use or license the copyrighted materials. Finally, we are not aware of infringing uses which could materially affect a franchisee's use of the copyrighted materials in any state. The Franchise Agreement does not require us to protect or defend copyrights or confidential information, although we intend to do so when it is in our best interests.

We do not presently own any patents.

## ITEM 15

### **OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

We consider your personal participation, supervision and devotion of your best efforts and full and exclusive time to day-to-day operations essential to the success of your Dinner MyWay franchise. If the Franchise Agreement is executed by an individual, you must complete the Basic Management Training and actively participate in the management of your Dinner MyWay franchise. For all corporate franchisees, we require a full-time manager to participate personally in the direct operation of the Dinner MyWay franchise. For all partnership franchisees, we require the general partner to participate personally in the direct operation of the Dinner MyWay franchise.

You may hire a Manager reasonably acceptable to us. The identity of the Manager must be disclosed to us and the Manager must complete the Basic Management Training.

At our request, your officers, directors, shareholders, partners and/or managerial employees must execute the Nondisclosure and Non-Competition Agreement attached as Exhibit D to this Offering Circular. All partners in a partnership, all shareholders in a corporate franchisee, and beneficial owners of the equity interest in any other entity type of franchisee, and their spouses, must also execute a Guaranty in the form attached as Exhibit D to this Offering Circular assuming and agreeing to discharge all of your obligations under your Franchise Agreement. We make no recommendation and have no requirements regarding employment or other written agreements between you and your employees.

## ITEM 16

### **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You may only offer goods or services that meet our quality and other standards as set forth in the operating manual, which we may change from time to time. In the event of such changes, we will advise you of them in writing. These requirements are imposed to maintain our uniform image and uniform marketing strategy, as well as to assure protection of our Proprietary Marks and the maintenance of the quality standards associated with them. (See Item 9 of this Offering Circular.)

Further, you may not sell items or offer those services which are offered at your Dinner MyWay franchise at any location other than at the Dinner MyWay franchise location which is specified in your Franchise Agreement, nor may you, without entering into a separate Franchise Agreement, open or operate another Dinner MyWay franchise.

There is no limit on the customers to whom you may sell. There is also no limitation to the geographic area in which you may advertise or solicit business, except that you are required to comply with the advertising provisions described in Item 11 of this Offering Circular.

You must operate your Dinner MyWay franchise in strict conformity with all applicable federal, state, and local laws, ordinances and regulations. These laws, ordinances and regulations vary from jurisdiction to jurisdiction and may be changed or implemented or interpreted in a

different manner. It is your responsibility to keep yourself advised of the existence and the then-current requirements of all laws, ordinances, and regulations applicable to your Dinner MyWay franchise, and to adhere to them, as well as to any new ones that may be adopted in the future. We recommend you consult separate legal counsel to assist you with such regulations.

You must offer all menu items, goods and services that we designate as required for all franchisees. These goods and services include self-prepared, home meal replacement dinners, and related items and services (as permitted by law). Although we do not presently plan to change the types of goods and services that all franchisees must offer, there are no limits on our right to do so.

## ITEM 17

### RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of your Franchise Agreement. You should read these provisions in the Franchise Agreement attached to this Offering Circular.

Provision	Section in Franchise Agreement	Summary
a. Term of the franchise	Section 2.1	Initial term is 10 years.
b. Renewal or extension to renew or extend*	Section 2.2 and 2.3	Provided the conditions listed in the Franchise Agreement are met, you may renew for successive 10 year terms.
c. Requirements for you to renew or extend*	Section 2.2 and 2.3	Give necessary notice; complete all maintenance, refurbishing, renovating and renovation upgrading required by us; not be in default of your Franchise Agreement or any other agreement between you and us; execute the then-current Franchise Agreement; meet current qualifications and training requirements and execute a general release.
d. Termination by you*	Section 12.3	Only by mutual agreement with us.
e. Termination by us without cause*	None	
f. Termination by us with cause *	Sections 12.1 and 12.2	We can terminate you only if you commit any one of several listed breaches or defaults.

Provision	Section in Franchise Agreement	Summary
g. Defaults which can be cured	Section 12.2	You have 15 days to cure for not paying outstanding amounts, failing to observe our standards, failing to obtain our prior written consent when required, improperly transferring rights or obligations, failing to comply with covenants, failing to permit an inspection or audit, internal franchisee disputes adversely affecting us, excessive customer complaints, public danger, failure to cure a default and repetitive defaults.
h. Defaults which cannot be cured	Section 12.1	Insolvency or bankruptcy, an outstanding judgment, dissolution, material misrepresentations, failure to operate your Dinner MyWay franchise, conviction of a felony and certain other crimes, breach of your confidentiality obligations, false books and records, and improper use of the Proprietary Marks.
i. Your obligations on termination or nonrenewal	Sections 13.1 and 13.4	Cease operations, cease use of our system and methods, comply with post-term covenants, cease use of the Proprietary Marks, completely and effectively transfer the Dinner MyWay franchise, cease use of and transfer of certain telephone numbers, return certain printed materials, pay all sums and debts owed and assign your lease to your location or modify the location.
j. Assignment of contract by us	Section 11.1	No restriction on our right to assign.



Provision	Section in Franchise Agreement	Summary
k. "Transfer" by you - definition	Section 11.2	Transfer includes sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber.
l. Our approval of transfer by you	Section 11.2	We have the right to approve all transfers.
m. Conditions for our approval of transfer	Section 11.3	We do not exercise our right of first refusal, your accrued monetary and nonmonetary obligations to us are satisfied, you execute a general release, you cure all defaults and breaches, transferee meets our current criteria and completes our application procedure, transferee agrees to renovate store, we agree to terms of transfer, transferee executes an acceptable assignment agreement, and transfer fee is paid
n. Our right of first refusal to acquire your business	Section 11.7	We can match any offer.
o. Our option to purchase your business	None	
p. Your death or disability	Section 11.4	Dinner MyWay franchise may be transferred provided certain conditions are met, the transfer is applied for in writing within a reasonable time after date of death or incapacity, and effectuated within six months of death or incapacity, in the case of disability, must furnish certification of physician designated by us.
q. Non-competition covenants during the term of the franchise*	Sections 14.3(a)(ii) and 14.5	No involvement with competing business or solicitation of suppliers or employees; similar provisions in the Nondisclosure and Non-Competition Agreement.
r. Non-competition*	Sections 14.3(a)(iii) and 14.5	For two years, no involvement with competing business within a five mile radius of any Dinner

Provision	Section in Franchise Agreement	Summary
		MyWay store or solicitation of suppliers or employees; similar provisions in Nondisclosure and Non-Competition Agreement.
s. Modification of the agreement	Sections 6.9, 7.3, 14.4 and 17.1	No modifications generally, but the Proprietary Marks and operating manuals are subject to change, and we may reduce the scope of your non-competition covenants.
t. Integration/merger clause	Section 17.22	Only terms of the Franchise Agreement govern our relationship (subject to state law); any other promises may not be enforceable.
u. Dispute resolution by arbitration or mediation	None	
v. Choice of forum	Section 17.9	Litigation must be in a court of general jurisdiction in the State of California.
w. Choice of law	Section 17.13	California law applies.

\* See Appendix 1 to UFOC

#### ITEM 18

#### PUBLIC FIGURES

We do not use any public figures to promote our franchises at this time.

#### ITEM 19

#### EARNINGS CLAIMS

We do not furnish or authorize our salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a franchise. Actual results vary from unit to unit and we cannot estimate the results of any particular franchise.

#### ITEM 20

#### LIST OF OUTLETS

We own one Dinner MyWay store in Rocklin, California. It has been in operation since January, 2004, under the service mark "DINNER TIME." However, for strategic business purposes, we have elected to cease use and promotion of the "DINNER TIME" mark and have adopted the use and promotion of the service mark "DINNER MYWAY." As set forth in Item 1.

Dinner MyWay plans to own and operate a second company-owned store in Elk Grove, California.

**ITEM 21**

**FINANCIAL STATEMENTS**

Attached as Exhibit F to this Offering Circular are our ~~unaudited~~audited financial statements for the ~~nine (9) months ended December 31, 2004,~~ and our ~~interim unaudited financial statements for the three months ending March 31,~~applicable periods during 2004 and 2005.

**ITEM 22**

**CONTRACTS**

The following agreements related to the Dinner MyWay franchise are attached as Exhibits to this Offering Circular:

Franchise Agreement	Exhibit C
Nondisclosure and Non-Competition Agreement	Exhibit D
Guaranty	Exhibit E

**ITEM 23**

**RECEIPT**

The last two pages of this Offering Circular are detachable receipt pages. Please sign and date each of them as of the date you received this Offering Circular and return one copy to us.

## GENERAL ACKNOWLEDGEMENT OF RECEIPT

THIS OFFERING CIRCULAR SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS OFFERING CIRCULAR AND ALL AGREEMENTS CAREFULLY.

IF DINNER MYWAY, INC. OFFERS YOU A FRANCHISE, DINNER MYWAY, INC., MUST PROVIDE THIS OFFERING CIRCULAR TO YOU BY THE EARLIEST OF:

- (1) THE FIRST PERSONAL MEETING TO DISCUSS OUR FRANCHISE; OR
- (2) TEN (10) BUSINESS DAYS BEFORE THE SIGNING OF A BINDING AGREEMENT; OR
- (3) TEN (10) BUSINESS DAYS BEFORE ANY PAYMENT TO DINNER MYWAY, INC. YOU MUST ALSO RECEIVE A FRANCHISE AGREEMENT CONTAINING ALL MATERIAL TERMS AT LEAST FIVE (5) BUSINESS DAYS BEFORE YOU SIGN A FRANCHISE AGREEMENT.

IF DINNER MYWAY, INC. DOES NOT DELIVER THIS OFFERING CIRCULAR ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE STATE ADMINISTRATORS LISTED IN EXHIBIT A TO THIS OFFERING CIRCULAR. DINNER MYWAY, INC.'S AGENT FOR SERVICE OF PROCESS IN THIS STATE IS LISTED IN EXHIBIT B.

I have received a Uniform Franchise Offering Circular dated \_\_\_\_\_.  
This offering circular included the following exhibits: Agents for Service of Process (Exhibit B); a; Franchise Agreement (Exhibit C); a; Nondisclosure and Non-Competition Agreement (Exhibit D); a; Guaranty Agreement (Exhibit E); Financial Statements (Exhibit F); and a Table of Contents of Dinner MyWay's Operating Manual (Exhibit G).

Date of receipt: \_\_\_\_\_

Signature	Print Name
Company Name	Street Address
Telephone Number	City State Zip Code

DATE OF RECEIPT: \_\_\_\_\_

DATE OF RECEIPT: \_\_\_\_\_

[Insert Name of Entity or Corporation, if any]

[Insert Name of Entity or Corporation, if any]

By: _____ <u>Signature of Franchisee</u>	By: _____ <u>Signature of Franchisee</u>
Name: _____ <u>Print Name of Franchisee</u>	Name: _____ <u>Print Name of Franchisee</u>
Title: _____ <u>Print Title (i.e. President/Individual)</u>	Title: _____ <u>Print Title (i.e. President/Individual)</u>

**TO BE RETAINED BY YOU**

**GENERAL ACKNOWLEDGEMENT OF RECEIPT**

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- (4) THE FIRST PERSONAL MEETING TO DISCUSS OUR FRANCHISE; OR
- (5) TEN (10) BUSINESS DAYS BEFORE THE SIGNING OF A BINDING AGREEMENT; OR
- (6) TEN (10) BUSINESS DAYS BEFORE ANY PAYMENT TO DINNER MYWAY, INC.

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Date of receipt: \_\_\_\_\_

Signature	Print Name
Company Name	Street Address
Telephone Number	City, State Zip Code

DATE OF RECEIPT: \_\_\_\_\_

DATE OF RECEIPT: \_\_\_\_\_

**TABLE OF CONTENTS**  
(continued)

**Page**

<u>Insert Name of Entity or Corporation, if any</u>	<u>Insert Name of Entity or Corporation, if any</u>
By: _____ <u>Signature of Franchisee</u>	By: _____ <u>Signature of Franchisee</u>
Name: _____ <u>Print Name of Franchisee</u>	Name: _____ <u>Print Name of Franchisee</u>
Title: _____ <u>Print Title (i.e. President/Individual)</u>	Title: _____ <u>Print Title (i.e. President/Individual)</u>

**TO BE RETURNED TO DINNER MYWAY**