

Item 1

THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

Franchisor

The franchisor is The Dinner A'Fare Franchising, LLC, a Georgia limited liability company. This Offering Circular will refer to The Dinner A'Fare Franchising, LLC as "we," "us," or "our." This Offering Circular will refer to the person or entity that buys the franchise from us as "you" or "your," and the terms include your partners if you are a partnership, your members if you are a limited liability company, or your shareholders if you are a corporation.

We were created in April 2005 to offer franchises for studio kitchens that (i) operate under the name "The Dinner A'Fare" and other marks we designate (the "Proprietary Marks") and (ii) offer a facility where customers assemble meals designed to be carried home and frozen for future use by the customer ("Dinner A'Fare Kitchens"). We began offering franchises for Dinner A'Fare Kitchens in September 2005. We have no other business activities and have not granted franchises in any other line of business. Our principal business address is 5417 Landsdowne Court, Cumming, Georgia 30041. Our agents for service of process are disclosed in Exhibit B to this Offering Circular.

Our Predecessor and Affiliates

We have no predecessors. However, we have an affiliate, Sugarloaf Simply Supper, LLC ("Sugarloaf"), which was created in June 2005. Sugarloaf was created to operate the first Dinner A'Fare Kitchen located at 1820 N. Brown Road, Suite 65, Lawrenceville, Georgia. In August 2005, Sugarloaf opened a second Dinner A'Fare Kitchen at The Avenue at West Cobb Shopping Center, 3625 Dallas Highway, Suite 715 Marietta, Georgia 30064. Both of these Dinner A'Fare Kitchens operate in a similar manner as the franchise described in this Offering Circular. Currently, Sugarloaf does not offer franchises of any type but Sugarloaf previously entered into a franchise agreement for a Dinner A'Fare Kitchen. Sugarloaf, and other affiliates of ours, may own and operate additional Dinner A'Fare Kitchens or similar businesses in the future.

The Franchise

We offer and sell franchises for Dinner A'Fare Kitchens. A Dinner A'Fare Kitchen is a retail atmosphere, based primarily in retail locations, where customers attend sessions and participate in meal assembly. Each customer signs up for a session prior to attending the sessions. To "sign up" for a session, customers use our website to order six or 12 family size meals that serve either three or six persons per meal. All meals are prepared in the Dinner A'Fare Kitchen by the customer or by a "Stand-in Chef."

All ingredients have been prepared by the staff at the Dinner A'Fare Kitchen and are staged out in stations to be used by the customer when they arrive for their session. All meals are designed to be brought home by the customer in containers provided by the Dinner A'Fare Kitchen. Each meal is wrapped up in provided containers that have a cooking instruction sheet attached to the meal. The meals are designed to be frozen at home by the customer.

Franchise Program

We may offer to enter into a Franchise Agreement (the “Franchise Agreement”), which is Exhibit C to this Offering Circular, that will give you the right to establish and operate a Dinner A’Fare Kitchen within a specified Territory (the “Territory”). If you are a corporation, partnership or limited liability company, our Franchise Agreement also will apply to your shareholders, partners, members, officers and directors. “Studio Kitchen” means the franchised Dinner A’Fare Kitchen that you will operate under the Franchise Agreement.

The Franchise Agreement gives you the right to operate the Studio Kitchen under the Proprietary Marks. You must operate the Studio Kitchen in accordance with the standards and procedures designated by us (the “System”), and according to our Operations Manuals (the “Manual”), within the Territory (see Item 12 for details).

The Market

The market for Dinner A’Fare Kitchens includes members of the general public that are interested in “home replacement meals” that can be prepared by that individual or by hiring a stand-in chef. These meals are then taken home for usage by the individual and/or family at a later date. This is a relatively new concept and is developing rapidly throughout the nation.

Laws and Regulations

In addition to laws and regulations that apply to businesses generally such as worker’s compensation, corporate, tax and Equal Employment Opportunity and Americans with Disabilities Act rules and regulations, you will be subject to federal, state and local government regulations including those relating to construction, site location, and the preparation and sale of food and liquor that apply to restaurant operations, as well as public health, sanitation, and safety codes and ordinances. Some jurisdictions may choose to regulate vigorously these and other laws that may adversely affect your ability to obtain the proper permits needed in order to open the Studio Kitchen. Prior to signing the Franchise Agreement, we strongly recommend that you make sure that you will be able to obtain all necessary permits and licenses in order to operate the Studio Kitchen in your Territory.

Competition

Your Studio Kitchen will compete with other businesses offering similar products and services to the general public in other retail locations. You will also compete with (i) national, regional and local grocery stores and food distribution chains, (ii) warehouse-type grocery stores, (iii) traditional and take-out restaurants and (iv) certain food mail-order companies. It is expected that your Studio Kitchen will be occupied in a satellite shopping center.

Item 2
BUSINESS EXPERIENCE

President and Chairman of the Board of Directors: Kenneth A. Wright, Jr.

Mr. Wright has been our President and Chairman of the Board of Directors since our inception. He has been one of the majority owners and President of Sugarloaf Simply Supper, LLC from July 2004 to the present and one of the majority owners and CFO of The Painted Potter Discover Mills, LLC, Lawrenceville, Georgia, from October, 2002 to the present. The Painted Potter is a retail store specializing in a “paint-your-own” pottery studio. From January 2002 to October 2002, Mr. Wright was employed at Interland, a web hosting company in Atlanta, Georgia. From June 1999 to January 2002, Mr. Wright was a Network Engineer for Pension Corporation of America in Cincinnati, Ohio.

Vice President of Operations, Corporate Secretary,
Treasurer and Member of the Board of Directors: Stephanie L. Wright

Ms. Wright has been our Vice President of Operations, Corporate Secretary, Treasurer and a Member of the Board of Directors since our inception. She has been one of the majority owners and Vice President of Sugarloaf Simply Supper, LLC from July 2004 to the present and one of the majority owners and President of The Painted Potter Discover Mills, LLC, Lawrenceville, Georgia, from October 2002 to the present. From January 2002 to October 2002, Ms. Wright worked freelance for the marketing company, Marketing Expectations, in Atlanta, Georgia. From January 2001 to January 2002, Ms. Wright was attending the University of Kentucky’s graduate MBA program. Prior to that, Ms. Wright was a Special Events Coordinating Assistant at The Lexington Art League, in Lexington, Kentucky from June 1999 to January 2001.

Member of the Board of Directors: Geoffrey C. Plummer

Mr. Plummer has been a Member of our Board of Directors since our inception. From November 1983 to the present, he has been the owner of Plummer & Plummer Accounting Services, Suwanee, Georgia. Since 1987, he has also served as a small business consultant with Business Mentors, Inc., Atlanta, Georgia, specializing in small business creation, planning and management. Mr. Plummer is a Certified Public Accountant, Certified Management Accountant, Registered Investment Advisor and a Registered Tax Advisor.

Member of the Board of Directors: Lynne W. Andrews

Ms. Andrews has been a Member of our Board of Directors since our inception. From December 1998 to the present, she has been the owner of Marketing Expectations, Inc., an Atlanta-based independent public relations and communications firm.

Item 3 LITIGATION

There is no litigation required to be disclosed in this Offering Circular.

Item 4 BANKRUPTCY

On August 19, 2004, Ms. Stephanie Wright, one of our officers disclosed in Item 2 above, filed for bankruptcy protection in United States Bankruptcy Court, Western District of North Carolina (In Re Bankruptcy of Stephanie Hembree, Case #04-20164). The case is still pending as of the date of this Offering Circular.

Other than the one action above, no person previously identified in Items 1 or 2 of this Offering Circular has been involved as a debtor in proceedings under the U.S. Bankruptcy Code that must be disclosed in this Item.

Item 5 INITIAL FRANCHISE FEE

Upon execution of the Franchise Agreement you must pay to us an initial franchise fee of \$30,000 (the "Initial Franchise Fee"), payable in two installments. The first installment of \$15,000 is paid upon execution of the Franchise Agreement. The second installment of \$15,000 is payable upon our approval of your proposed site and the Lease Agreement or Purchase Agreement for that site.

The Initial Franchise Fee is fully earned and non-refundable in consideration of administrative and other expenses incurred by us in entering into the Franchise Agreement and for our lost or deferred opportunity to enter into the Franchise Agreement with others. The Initial Franchise Fee is uniform for all franchisees and once paid is nonrefundable in whole or part..

In the event that you are not able to locate a suitable site and secure a Lease Agreement that we approve within 120 days after execution of the Franchise Agreement, then we have the right to terminate the Franchise Agreement and keep the \$15,000 first installment of the Initial Franchise Fee as liquidated damages, not as a penalty. You must open the Studio Kitchen within 240 days after signing the Franchise Agreement. If you do not open your Studio Kitchen within the 240-day time period noted above, then we can terminate the Franchise Agreement and keep the entire Initial Franchise Fee as liquidated damages, not as a penalty.

In partial consideration of the Initial Franchise Fee, we: (a) grant you a franchise to operate the Studio Kitchen; (b) provide you and your staff with initial training; (c) provide you with the opportunity to purchase certain equipment and supplies from approved vendors; and (d) provide a number of on-going services, training and support.

You must purchase, lease or have access to certain equipment, products and supplies from only approved vendors. Our affiliate, Sugarloaf, is not currently an approved supplier of the Studio Kitchen equipment and initial inventory needed to open the Studio Kitchen. We and our affiliates reserve the right to become an approved vendor of new or additional Studio Kitchen equipment, inventory, products or supplies in the future. See Items 7 and 8 for details.

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**Item 6
OTHER FEES**

Name of Fee	Amount	Due Date	Remarks
Service Fee (Note 1)	Varies based on the monthly Gross Revenue for the Studio Kitchen. See Note 1 below for details.	By 12 th of each month on Gross Revenue for prior month	See Note 1 below
Local Advertising Expenditures (Note 2)	\$2,500 per month for 1 st 12 months with yearly increases of 5%	Verification must be sent to us each quarter	See Note 2 below
National Advertising Fund (Note 3)	No Fund in existence now but we have the right to create a Fund. Your contribution to the Fund will not exceed 2% of your Gross Revenues	Monthly as designated by us	See Note 3 below
Late Payment and Interest (Note 4)	\$100 per incident plus 1½% interest per month, or maximum allowed by law	When payment is overdue	See Note 4 below
Additional Training, Assistance & Refresher Training (Note 5)	Reasonable per diem amount to be charged by the us	Before Additional Training, Assistance or Refresher Training begins	See Note 5 below
Renewal (Note 6)	10% of then-current Initial Franchise Fee	Upon signing new Franchise Agreement	See Note 6 below
Transfer (Note 7)	50% of then-current Initial Franchise Fee	Before transfer is effective	See Note 7 below
Attorney Fees and Costs (Note 8)	Actual fees and costs	After adjudication of legal matter	See Note 8 below
Supplier Approval (Note 9)	Actual costs of supplier Approval	Upon receipt of bill	See Note 9 below
Indemnification (Note 10)	Actual costs of indemnifications	Upon receipt of bill	See Note 10 below
Books and Records Inspection (Note 11)	Actual costs of inspection if 5% or more variance in results	Upon receipt of bill	See Note 11 below
Insurance	Will vary under the circumstances	Immediately on demand	You must reimburse us for the insurance and a reasonable fee for our expenses in taking such action for you because you failed

			to do so.
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FOOTNOTES TO ITEM 6

All fees described above are non-refundable.

Note 1. Service Fee. In partial consideration of the franchise granted, you must pay to us a monthly Service Fee based upon the following: 5% of the Studio Kitchen's first \$48,000 of Gross Revenues per month; 4% of the Studio Kitchen's next \$24,000 of Gross Revenues per month; and 3% of all additional Gross Revenues of the Studio Kitchen, or \$300 per month for months 1-12 of the term of this Agreement, whichever is greater. Beginning in the 13th month, the monthly minimum Service Fee will be increased by 5% for each additional 12 month period for the remaining term of the Franchise Agreement.

All Service Fees must be paid by check and postmarked by the 7th of each month and received by us no later than the 12th of each month. Service Fees are based on the prior month's Gross Revenues and must be sent Priority Mail. Payments must commence the month following the Studio Kitchen's opening.

The term "Gross Revenues" as defined further in the Manual, means the amount of all receipts for the sale of any products or services at the Studio Kitchen and income of every other kind and nature related to the Studio Kitchen, whether for products or services, cash, exchange, or credit, regardless of collection in a case of credit, less any refunds; provided, however, that "Gross Revenues" shall not include any sales taxes or other taxes collected by you for transmittal to the appropriate taxing authority.

Note 2. Local Marketing Expenditures. You must spend during the first twelve months of your Franchise operations, as a minimum, \$2,500 for local marketing. This monthly amount must be increased by 5% per year throughout the term of this Agreement. You must send to us, on a quarterly basis, evidence that you have paid such monies for local marketing purposes, according to the procedures described more fully in the Manual. Once created, you are also required to join and participate in the Dinner A'Fare Advertising Cooperative ("Co-op"), which is an association of all other franchisees whose Dinner A'Fare Kitchens are located within your Area of Dominant Influence ("ADI"). An ADI is a geographic market designation that defines a broadcast media market, consisting of all counties in which the home market stations receive a preponderance of viewing. One function of the Co-op is to establish a local advertising pool, of which the funds must be used for advertising the System and Dinner A'Fare Kitchens only and for the mutual benefit of each Co-op member. You must contribute to the pool in accordance with the rules and regulations of the Co-op, as determined by its members. Amounts contributed to the advertising pool by you may be considered as spent for local advertising, and therefore toward the minimum local advertising requirement.

You must list and advertise your Studio Kitchen in the principal regular (White Pages) and the principal classified (Yellow Pages) telephone directories distributed within his or her Territory, in such directory categories as are specified by us, as set forth in the Manual, utilizing our standard forms of listing and classified directory advertisement. Classified directory

advertisements must list all other Dinner A'Fare Kitchens operating within the distribution area of the classified directories. The cost of such advertisements is required to be reasonably apportioned among all the Dinner A'Fare Kitchens listed therein. The costs incurred in such telephone directory advertising may be considered as part of the minimum local advertising amount.

Note 3. National Advertising Fund. We have the right to create a National Advertising Fund in an amount to be determined in the future. We anticipate that the required amount to be contributed will be 1% of the monthly Gross Revenues of your Studio Kitchen. Thirty days written prior notice will be provided before implementation.

Note 4. Late Payment. If you fail to pay your Service Fee, local advertising expenditure, National Advertising Fund payment, equipment or supplies purchased from us, or our affiliates (if applicable), you are subject to a late fee of \$100 per incident plus 1½% interest per month of the unpaid balance, or the maximum permitted by law, whichever is higher.

Note 5. Additional Training, Assistance and Refresher Training. We will provide initial training for you and your designated representative at no extra charge. We permit you to send additional persons to the initial training class on a space-available basis and may charge a fee based upon (i) a daily per diem charge as outlined in our Manual and/or (ii) the costs involved in such training. We also reserve the right to charge per diem charges for other training courses. As of the date of this Offering Circular, the daily per diem charge ranges from \$300 to \$600, depending upon our personnel involved in such training. You are also responsible for all out-of-pocket expenses (including travel costs, if any) involved in such additional training, assistance or refresher training.

Note 6. Renewal. When you renew your Franchise Agreement, we charge a renewal fee of 10% of the then-current Initial Franchise Fee. There are other conditions for renewal. (See Item 17 in this Offering Circular).

Note 7. Transfer. We will charge a transfer fee of 50% of the then-current Initial Franchise Fee charged by us in the then-current Franchise Agreement. There are other conditions for transfer. (See Item 17 in this Offering Circular).

Note 8. Attorney Fees and Costs. The prevailing party in any legal proceeding between you and us will have its attorneys' fees and costs paid by the other party in such legal proceedings.

Note 9. Supplier Approval. We reserve the right to charge you a fee for reviewing a proposed supplier of any goods to be used in connection with the Studio Kitchen. If we determine that it is necessary to inspect the supplier's facilities or conduct tests, we will require you or the supplier to pay our actual costs incurred for such inspection and testing.

Note 10. Indemnification. You are solely responsible for and must indemnify and hold us harmless for all loss, damage, claims or demands arising in connection with your operation of the Studio Kitchen. You must also indemnify and hold us harmless from any and all claims arising from any act or omission of our and our representative relate to any period that we temporarily

operate your Studio Kitchen due to your absence, incapacity, death or another event that, in our judgment, prevents you from operating the Studio Kitchen.

Note 11. Inspection Costs. If we inspect your business and finds that you have under-reported Gross Revenues by 5% or more, or the audit is caused by your failure to provide certain supporting records, etc. to us, then you will be required to pay the cost of the inspection (including attorneys' and accounting fees and travel expenses, room and board and compensation of our employees). You will also be required to pay interest on past-due amounts and a late fee(See Note 4 above).

Item 7 INITIAL INVESTMENT

Nature of Investment	Estimate of Costs	Method of Payment	When Due	To Whom Made	Refund-ability
Initial Franchise Fee (Note 1)	\$ 30,000	Two Installment Payments	1 st Installment upon signing of Franchise Agreement	Us	None
Initial Rent & Deposit (Note 2)	\$ 5,200- \$ 8,862	As Incurred	As Arranged	Lessor	None
Initial Inventory (Note 3)	\$ 971- \$ 1,971	As Arranged	As Arranged	Vendors	None
Leasehold Improvements (Note 4)	\$ 0- \$ 26,253	As Arranged	As Arranged	Vendors	None
Signage (Note 5)	\$ 3,500- \$ 12,000	As Arranged	As Arranged	Vendors	None
Furniture, Office Furniture & Fixtures (Note 6)	\$ 11,400- \$ 15,000	As Incurred	As Arranged	Vendors	None
Equipment (Note 7)	\$ 3,300- \$ 33,532	As Incurred	As Incurred	Vendors	None
Grand Opening Marketing (Note 8)	\$ 4,000	As Incurred	As Incurred	Vendors	None
Pre-Opening Salaries (Note 9)	\$ 320- \$ 3,500	As Incurred	As Incurred	Employees	None

Nature of Investment	Estimate of Costs	Method of Payment	When Due	To Whom Made	Refund-ability
Insurance Deposits (Note 10)	\$ 150- \$ 600	As Incurred	As Incurred	Insurance Companies	None
Permits, Licenses & Fees (Note 11)	\$ 100- \$ 500	As Incurred	As Incurred	Government Agencies	None
Architectural Fees (Note 12)	\$ 0- \$ 2,500	As Incurred	As Incurred	Architect	None
Computer Hardware & Software (Note 13)	\$ 300- \$ 1,900	As Incurred	As Incurred	Vendors	None
Office Equipment & Supplies (Note 14)	\$ 600- \$ 750	As Incurred	As Incurred	Vendors	None
Petty Cash (Note 15)	\$ 100- \$ 200	Lump Sum	As Incurred	Self	None
Décor Items (Note 16)	\$ 415- \$ 500	As Incurred	As Incurred	Vendors	None
Printing (Note 17)	\$ 350- \$ 550	As Incurred	As Incurred	Vendors	None
Travel - Initial Training (Note 18)	\$ 250- \$ 2,000	As Incurred	As Incurred	Vendors	None
Cleaning Supplies (Note 19)	\$ 100- \$ 200	As Incurred	As Incurred	Vendors	None
Uniforms (Note 20)	\$ 950- \$ 1,400	As Incurred	As Incurred	Vendors	None
Utility Deposits (Note 21)	\$ 0- \$ 800	As Incurred	As Incurred	Utility Companies	None
Legal & Accounting Fees (Note 22)	\$ 900- \$ 2,500	As Incurred	As Incurred	Vendors	None
Telephone System (Note 23)	\$ 50- \$ 250	As Incurred	As Incurred	Vendors	None

Nature of Investment	Estimate of Costs	Method of Payment	When Due	To Whom Made	Refund-ability
Service Fee (1 st 3 Months) (Note 24)	5% of the 1 st \$48,000 per month plus a sliding percentage of additional Gross Revenues vs. a minimum of \$300 per month	Monthly Payment	Postmarked by 7 th of each month and received by us no later than the 12 th of each month	Us	None
Local Marketing Expenditures (1 st 3 Months) (Note 25)	\$2,500 per month during 1 st year	As Incurred	As Incurred	Vendors	None
Additional Funds (Working Capital) (Note 26)	\$15,000-\$30,000	As Incurred	As Incurred	Vendors	None

Total Initial Investment \$62,956 to \$149,768 plus Local Marketing Expenditures and Additional Funds (Working Capital) of \$15,000 to \$30,000.

FOOTNOTES TO INITIAL INVESTMENT

Note 1. Initial Franchise Fee. The Initial Franchise Fee is \$30,000 and is payable in two installments. The first installment of \$15,000 is paid upon execution of the Franchise Agreement and our approval of you. The second installment of \$15,000 is payable upon our approval of your proposed site and the Lease Agreement for that site. There is no financing available from us for the payment of the Initial Franchise Fee. The Initial Franchise Fee is uniform for all franchisees. See Item 5 for details.

Note 2. Initial Rent and Deposit. The rent for your Studio Kitchen can vary substantially per location. The initial start-up expenses are estimated to be the first month's rent and a security deposit equal to another month's rent, both paid in advance. The approximate size of the space needed for the Studio Kitchen is estimated will be 1,400 to 1,800 square feet. However, this will vary by location. We will provide guidance to you for converting a potential location to the Studio Kitchen. The initial rent estimates are based on \$22 to \$28 per square foot plus additional CAM charges. We estimate that the additional rent and deposit will be two times the monthly rent of \$2,600 (\$22 per square foot times 1,400 square feet) to \$3,500 (\$28 per square foot times 1,800 square foot), or the amount of \$5,200 to \$8,862.

Note 3. Initial Inventory. We shall assist in the purchase of the initial inventory for all new store operations by providing the list of required supplies along with the approved vendors. When writing orders to vendors, manufacturers and suppliers for initial inventory, a check from you should accompany the order. In some cases, the vendors will provide a portion of the initial inventory for no cost. In other instances, they expect the entire amount upon delivery. Said inventory includes, but is not limited to, dry goods, frozen goods and fresh goods. These costs are estimated to be \$971 to \$1,971.

Note 4. Leasehold Improvements. We estimate that the leasehold improvements will cost between \$0 and \$26,253 in order to convert an existing location into a Studio Kitchen. Such leasehold improvements may include such items as plumbing, electrical, HVAC, floor covering, carpentry, demolition work, interior and exterior cosmetics including painting, etc. The cost of such improvements will vary from location to location. If the lessor makes all necessary leasehold improvements, it is possible that such costs will be included in or added to the monthly lease. In such an event, your expenses will be minimal. We estimate that the average size of a Studio Kitchen will be approximately 1,400 to 1,800 square feet.

Note 5. Signage. Signage will vary from location to location based upon local ordinances and standards set by the lessor. The costs include, but are not limited to, pole signs, shopping center and other exterior signs and all interior signs. All signs must be pre-approved by us prior to your purchasing them for the Studio Kitchen. The cost of signage is estimated to be \$3,500 to \$12,000.

Note 6. Furniture, Office Furniture & Fixtures. You must purchase all furniture, office furniture and fixtures. This includes, but is not limited to, custom cabinets on right and left side of entrance and a center island. Those costs are estimated to be approximately \$11,400 to \$15,000 and can be purchased from various vendors that we must pre-approve. However, all existing furniture and fixtures must be pre-approved by us.

Note 7. Equipment. You must purchase all equipment for the Studio Kitchen. This includes, but is not limited to refrigerated prep units, refrigerators, freezers, shelving, utensils, small wares, and supplies. Those costs are estimated to be approximately \$3,300 to \$33,532. You will be provided a list of equipment that must be purchased from approved suppliers. You may also opt to finance the equipment package for a fraction of the up front cost, normally 10% of the total equipment costs. As a result, if the total equipment costs are \$35,000, then it is possible that you may be able to purchase the equipment with a down payment of \$3,500, if you have a history of good credit.

Note 8. Grand Opening Marketing. You are required to spend at least \$4,000 for Grand Opening marketing expenses. You must spend such monies during the first 90 days of opening. You must spend such monies according to the Manual. The Grand Opening marketing campaign will include an Open House, advertising in local newspapers and other local publications and venues and other programs that we will help you create. All such grand opening advertising materials must be pre-approved by us.

Note 9. Pre-Opening Salaries. We estimate pre-opening salaries will be approximately \$320 to \$3,500. Pre-Opening payroll consists of expenses for employees hired by you who will be trained prior to the opening of the Studio Kitchen. This includes the training expense of all prep chefs and an assistant.

Note 10. Insurance Deposits. We estimate that your initial insurance deposit will be approximately \$150 to \$600. This will include down payments for Workers' Compensation, general liability, product liability, fire vandalism, theft, business interruption and any additional insurance required by the lessor, if any. Depending on the type of structure and the materials used for your Studio Kitchen, the premium for the entire year for all insurance costs is estimated to be \$3,000.

Note 11. Permits, Licenses & Fees. The permits, license and fees necessary to operate the Studio Kitchen are estimated to be approximately \$100 to \$500. These costs vary from area to area.

Note 12. Architectural Fees. We have estimated your architectural fees will be between \$0 to \$2,500. This cost depends entirely on the site you are occupying. Some locations may already have existing build-outs and only minor contracting work may be necessary. However, other locations may need substantial layout and design construction necessitating an architect.

Note 13. Computer Hardware & Software. We estimate computer hardware and software costs will be \$300 to \$1,900. You will utilize an online POS System, credit card processing system for Front Office and will utilize MS Office software for the Back Office. The computer system also includes a CPU, NIC Card, intranet/internet access and other items. The computer system may vary from location to location. If you have good credit, it is possible to finance the computer hardware and software with a down payment of \$300.

Note 14. Office Equipment and Supplies. We estimate that your office equipment and supplies costs will be \$600 to \$750. This includes, but is not limited to, a multi-purpose printer/scanner/copier, label maker, paper supplies and miscellaneous office supplies.

Note 15. Petty Cash. You should have petty cash of \$100 to \$200.

Note 16. Decor Items. The décor package is mandated by us and is required of all franchisees. The cost is estimated to be \$415 to \$500 and is based on actual costs associated with decorating the entire Studio Kitchen. Decoration will include vases, flowers, artificial fruits or vegetables, wicker baskets, etc.

Note 17. Printing Costs. We estimate that your printing costs will be \$350 to \$550 and will include, but not be limited to, business cards, letterhead, envelopes, menus, rack cards and flyers.

Note 18. Travel for Initial Training. We estimate that your expenses for initial training will be \$100 per day. This includes hotel accommodations, food, and other miscellaneous expenses, as well as travel expenses to and from the city where your Studio Kitchen is located. We estimate total out-of-pocket expenses to be approximately \$250 to \$2,000.

Note 19. Cleaning Supplies. We estimate that your cleaning supplies will be approximately \$100 to \$200. These supplies will consist of broom, dustpan, bucket with mop, wastebaskets, etc.

Note 20. Uniform Costs. We estimate that your uniform costs will be \$950 to \$1,400 and will include, but will not be limited to, hats and aprons. You must purchase the uniform and logo items prior to opening the Studio Kitchen.

Note 21. Utility Deposits. We estimate that your utility company deposits will be approximately \$0 to \$800, varying by location. These include monies needed to be deposited with the local electric, gas, water and telephone companies. If you have established accounts with each utility company in the recent past, it is possible that you may not be required to deposit any monies with such utility company.

Note 22. Legal & Accounting Fees. We estimate that your legal and accounting fees will be \$900 to \$2,500. These legal fees will be paid by you in order to hire an attorney to help form a corporate entity to operate the Studio Kitchen and review the proposed Lease Agreement. In some cases, you may want to use an attorney to expedite the licensing process. You will also need to retain an accounting service to assist in the set up and preparation of an accounting system.

Note 23. Telephone System. We estimate that your costs for a telephone system will be \$50 to \$250. This will consist of a one or two-line system with voicemail. You will also need to have a cell phone with you while operating the Studio Kitchen.

Note 24. Service Fees (1st Three Months). You must pay to us a monthly Service Fee based upon the following: 5% of the Studio Kitchen's first \$48,000 of Gross Revenues per month; 4% of the Studio Kitchen's next \$24,000 of Gross Revenues per month; and 3% of all additional Gross Revenues of the Studio Kitchen, or \$300 per month, whichever is greater. See Item 6 for more details.

Note 25. Local Marketing Expenditures (1st Three Months). As a minimum, you must spend monies on local advertising equivalent to \$2,500 per month for the first 12 months of Franchise operations. You must send to the us, on a quarterly basis, evidence that you have paid such monies for local marketing purposes, according to the procedures set forth in the Manual. See Item 6 for more details.

Note 26. Additional Funds. The estimate of additional funds is based on an owner-operated business and does not include any allowance for an owner's draw. The estimate of \$15,000 to \$30,000 is for a period of at least three months. We estimate that, in general, you may expect to put additional cash into the business during at least the first three months, and sometimes longer, but we cannot estimate or promise when or whether, you will achieve a positive cash flow or profits.

Estimated Initial Investment

The figures and footnotes listed above in this Item 7 of the Offering Circular are estimates and we cannot guarantee that you will not have additional expenses starting your Studio Kitchen. Your costs will 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. We relied on our experience in this segment of the Studio Kitchen industry in compiling these estimates. You should review these figures carefully with a business advisor before making any decision to purchase this franchise opportunity.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Suppliers

You must purchase specified products, procure all equipment, inventory, signage, fixtures, furniture and décor items required for the operation of the Studio Kitchen solely from suppliers (including distributors, manufacturers, and other sources) who have been approved in writing by us, as set forth in the Manual or otherwise. We maintain written lists of approved items of equipment, fixtures, inventory, and supplies (by brand name and/or by standards and specifications) and lists of approved suppliers for those items.

We update our lists from time to time and issues the updated lists to all our franchisees.

We will furnish our standards and specifications, as well as our criteria for supplier approval, to you on request, but only on a confidential basis. All such suppliers and approved vendors will be listed in the Manual, which must always be followed, even as modified by us from time to time.

If you desire to purchase any items from an unapproved supplier, you or the supplier must submit to us a written request for written approval. We will consider all relevant factors in such approval request, including the quality of goods and services, capacity of supplier, financial condition, terms and other requirements consistent with other supplier relationships. We do not have any specific written criteria. We may inspect the supplier's facilities and require that samples from the supplier be delivered or made available to us or our designee for testing. You or the proposed supplier shall pay to us in advance all of our reasonable costs in regard to inspecting the supplier, its facilities and the items involved. (See Item 6 concerning the supplier approval fee). We will normally notify the supplier and/or you of our decision within a commercially reasonable time after a request. We may from time to time re-inspect the facilities and products of any previously approved supplier at your expense or the expense of such supplier. We may revoke our approval if the supplier fails to meet any of our standards and specifications at any time.

Approval of Studio Kitchen Location

You must occupy a retail location for the Studio Kitchen, normally under a Lease Agreement with a lessor. You must, prior to execution of the lease, submit the lease to us for our written approval. Our approval of the lease may be conditioned upon various factors relating to the market area in which your customers may be derived. Some of the factors we will analyze in approving such market area include the general location and neighborhood, population and demographics, distance to other franchises, competition in the market area, traffic counts and patterns, access to the proposed location, sign ordinances, proximity to major roads and residential areas, parking facilities and costs of leasehold improvements.

Our approval of the lease may be conditioned upon the inclusion in your lease of the following terms and conditions:

- a. That the initial term of the lease, or the initial term together with renewal terms, must be for not less than five years;
- b. That the lessor consents to your use of such Proprietary Marks and initial signage as we may require for the Studio Kitchen;
- c. That the use of the leased premises will be restricted solely to the operation of the Studio Kitchen;
- d. That you will be prohibited from subleasing or assigning all or any part of your occupancy rights or extending the term of or renewing the lease without our prior written consent;
- e. That the lessor provide to us copies of any and all notices of default to you under the lease;
- f. That we have the right to enter the Studio Kitchen to make modifications necessary to protect the Proprietary Marks or the System or to cure any default under the Franchise Agreement or under the lease; and
- g. That we (or our designee) have the option, upon default, expiration, or termination of the Franchise Agreement, and upon notice to the lessor, to assume all of your rights under the lease terms, including the right to assign or sublease.

You must furnish to us a copy of any executed Lease Agreement with your lessor within ten days after its execution. At the time you open your Studio Kitchen, you must stock and display the initial inventory of products, services and supplies required by us as outlined in the Manual, or otherwise in writing. After the opening of your Studio Kitchen, you must stock and maintain all types of approved products and services in quantities sufficient to meet reasonably anticipated customer demands.

Specifications and Standards

You must purchase certain products, supplies and equipment under specifications and standards that we periodically establish either in the Franchise Agreement, Manual or other notices we send to you from time to time. These specifications are established to provide standards for performance, durability, design and appearance. We will notify you whenever we establish or revise any of our standards or specifications, or if we designate approved suppliers for products, equipment or services.

We may choose to negotiate purchase agreements for certain equipment or supplies. You may purchase such equipment or supplies from such designated suppliers or from any approved supplier on such terms as you negotiate. The Manual contains details relating to such purchases. At the time you open your Studio Kitchen, you must stock and display the initial inventory of products, services and supplies required by us as outlined in the Manual, or otherwise in writing.

Insurance Specifications

Before you open your Studio Kitchen, you must obtain certain minimum insurance coverage, naming us as an additional insured. We may increase these limits or have new types of coverage added at any time after giving you notice. You must maintain this insurance coverage during the entire term of the Franchise Agreement from a responsible carrier.

Advertising Specifications

You must obtain our approval before you use any advertising and promotional materials, signs, forms and stationary unless we have prepared or approved them during the 12 months prior to their proposed use. You must purchase certain advertising and promotional materials, fliers, forms, business cards and letterhead from approved vendors only. Further, you must not engage in any advertising of your Studio Kitchen business unless we have previously approved the medium, content and method. You must not advertise or list your Studio Kitchen in any classified telephone directories (i.e. "Yellow Pages") without our prior written permission.

Sole or Designated Suppliers

Prior to the time you open the Studio Kitchen, you are obligated to purchase certain products, supplies and equipment from certain designated suppliers. While not obligated to purchase from us, you can purchase the uniforms and logo items from us or our affiliates.

You are required to purchase or lease computer hardware and software for the Studio Kitchen which includes an office system to facilitate day-to-day operations for the business. As of the date of this Offering Circular, you are required to purchase such computer hardware and software through Dell Computers, www.dell.com.

Once you open your Studio Kitchen, you may purchase additional products, supplies or equipment from any approved supplier or vendor, except those purchases noted in this Item 8 of the Offering Circular.

Records

All of your bookkeeping and accounting records, financial statements, and all reports you submit to us must conform to our requirements.

We plan on requiring additional items to be purchased by you from certain manufacturers or suppliers in the future. We will notify you of such requirements by sending to you such changes, modifying the Manual or sending to you other written forms of communication. Your required product purchases are estimated to be less than 5% of all purchases or leases by you in connection with the cost of establishing the Studio Kitchen and approximately less than 5% of the costs of operating a Studio Kitchen.

Revenues

Neither we, nor our affiliates, have had any income from the sale to franchisees of required purchases in either establishing or operating Dinner A'Fare Kitchens, since we have just begun offering franchises.

We estimate that the following purchases of products and services will represent the following percentages of your total purchases of products and services to establish and operate your Studio Kitchen:

<u>Category</u>	<u>% of Total to Establish</u>	<u>% of Total to Operate</u>
Purchases from us and/or our affiliates	less than 5%	less than 5%
Purchases/leases under our specifications	100%	100%
Purchases/leases from Approved outside suppliers	100%	100%

We may negotiate purchase arrangements for your benefit. We do not provide any material benefit to you based on your use of approved suppliers. We have no purchasing or distribution cooperatives.

Item 9 FRANCHISEE'S OBLIGATION

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 Agreement	Item in Offering Circular
a. Site selection and acquisition/lease	Franchise Agreement (FA) § III and XIII	Item 11
b. Pre-opening purchases/leases	FA § IV and XI	Items 5, 7 and 8
c. Site development and other pre-opening requirements	FA § IV and XI	Items 7, 8 and 11
d. Initial and ongoing training	FA § VI and VII	Item 11
e. Opening	FA § III and XI	Item 11
f. Fees	FA § I and VIII	Items 5 and 6
g. Compliance with standards and policies/Operating Manual	FA § IX	Item 11 and 16
h. Trademarks and proprietary information	FA § XII and XIII and Confidentiality Agreement (Exhibit E)	Items 13 and 14
i. Restrictions on products/services offered	FA § XI	Item 16
j. Warranty and customer service requirements	None	None
k. Territorial development and sales quotas	None	None
l. Ongoing product/service purchases	FA § XI	Item 8
m. Maintenance, appearance and remodeling requirements	FA § XI	None
n. Insurance	FA § XV	Item 7
o. Advertising	FA § IX	Items 6, 7 and 11
p. Indemnification	FA § XXIV	None
q. Owner's participation/management staffing	FA § XI and XVIII	Item 15
r. Records and reports	FA § X	Item 11

Obligation	Section in Agreement	Item in Offering Circular
s. Inspections and audits	FA § X	Items 11
t. Transfer	FA § XIX	Items 6 and 17
u. Renewal	FA § II	Items 6 and 17
v. Post-termination obligations	FA § XVII	Item 17
w. Non-competition covenants	FA § XVIII	Item 17
x. Dispute resolution	FA § XXIII	Item 17

Item 10 FINANCING

We will not offer, directly or indirectly, any arrangements for financing your initial investment or the operation of your business. We are unable to estimate whether you will be able to obtain financing for all or any part of your investment and, if you are able to obtain financing, we cannot predict the terms of such financing. We do not receive any direct or indirect payments for placing financing, nor do we guarantee your obligations to third parties.

Item 11 FRANCHISOR'S OBLIGATIONS

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

Pre-Opening Obligations

Prior to opening the Studio Kitchen, we are obligated under the Franchise Agreement to make available to you, or assist you in obtaining, the following:

- A. Designate your Territory. (Franchise Agreement [“FA”], § I (A)).
- B. Standards for location and guidance in the selection of a Studio Kitchen. (FA, § IV).
- C. Layout and design of the Studio Kitchen. (FA, § VII).
- D. Identify the equipment, materials and supplies necessary for the Studio Kitchen to begin operations, including the minimum standards and specifications that must be satisfied and the suppliers from whom these items may be purchased or leased (including us and our affiliates). (FA, § XI).
- E. Initial training of you and your employees, at time and locations designated by us. (FA, § VI).

- F. Lists of approved items of equipment, fixtures and inventory and supplies (by brand name and/or by standards and specifications) and lists of approved suppliers for those items (FA, § XI).
- G. The use of Manual and other manuals and training aids designated by us for use in the System, as the Manual may be revised by us from time to time. (FA, § VII).
- H. Advice and guidance in preparing to open the Studio Kitchen, including standards and procedures for obtaining inventory and supplies, providing approved services, advertising and promoting the business, and operating the business. (FA, § XI).

Obligations After Opening

After the opening of the Studio Kitchen, we are obligated under the Franchise Agreement to make available to you, or assist you in obtaining the following:

- A. On-site assistance for a period of time after the opening of the Studio Kitchen. (FA, §VI (B)).
- B. Access to continuing courses of training, at times and locations designated by us. (FA, § VI).
- C. Inspections of the Studio Kitchen, as we deem advisable. (FA, § XII (E)).
- D. Updated lists of approved items of equipment, fixtures, inventory, and supplies (by brand name and/or by standards and specifications) and updated lists of approved suppliers for those items. (FA, § VII).
- E. Periodic advice and guidance through meetings, printed materials and/or other media, as we make available, from time to time, to all franchisees operating under the System. (FA, § VII).

Sources of Supply

Although not included in the Franchise Agreement, and although we are not required to perform such services under the Franchise Agreement, we will use our best efforts to provide the following guidance and assistance on a continuing basis to enhance the growth and performance of System and franchisees of Dinner A'Fare Kitchens:

- A. We will continue to search for more cost-efficient sources of supply. With the strength of group purchasing, we will endeavor to purchase supplies and inventory at reduced prices.
- B. We will endeavor to maintain an inventory of promotional material and sales and service materials, available at reasonable costs.

- C. We may perform periodic quality control visits to your Studio Kitchen. During such visits all operations may be inspected and recommendations may be made to correct deficiencies, improve techniques, and enhance the efficiency of your Studio Kitchen.
- D. We may continually evolve in order to meet changing consumer demands and market conditions. Accordingly, we reserve the right to change Dinner A'Fare Kitchen operations from time to time. You must promptly adopt such modifications and construction improvements at your sole expense.

Advertising Programs

You may develop advertising materials for your own use, at your own cost. You may not use any advertising materials unless we have approved them, in advance, in writing.

Marketing Plan

You must submit to us at least 30 days prior to its implementation a local advertising and marketing plan each fiscal year by which you intend to market your Studio Kitchen during the next 12-month period.

Local Advertising Expenditures

You must spend during the first twelve months of your Franchise operations, as a minimum, \$2,500 per month for local marketing. This monthly amount must be increased by 5% per year throughout the term of this Agreement. You must send to us, on a quarterly basis, evidence that you have paid such monies for local marketing purposes, according to the procedures we establish in the Manual.

Once created, you are also required to join and participate in a Co-op within your ADI. An ADI is a geographic market designation that defines a broadcast media market, consisting of all counties in which the home market stations receive a preponderance of viewing. Each Co-op will be organized and governed in a form and manner approved by us in writing, and will commence operations on a date specified or approved by us. We will also designate the ADI for each Co-op. You must join and begin participation within 30 thirty (30) days after the date on which the Co-op commences operation. One function of the Co-op is to establish a local advertising pool, of which the funds must be used for advertising the System and Dinner A'Fare Kitchens only and for the mutual benefit of each Co-op member. You must contribute to the pool in accordance with the rules and regulations of the Co-op, as determined by its members. Amounts contributed to the advertising pool by you may be considered as spent for local advertising, and therefore toward the minimum local advertising requirement. (See Item 6 for details relating to this requirement). As of the date of this Offering Circular, there are no advertising Co-ops.

Confidential Operations Manual

Upon request, we will permit you to view the Manual at our headquarters before you sign the Franchise Agreement. To protect the confidentiality of the Manual, we will require you to execute a Confidentiality Agreement prior to your viewing the contents of the Manual. (See Exhibit F to this Offering Circular).

Location Selection

Under the Franchise Agreement, you must operate the Studio Kitchen only at and from a single location (the "Location") acceptable to us. You must submit potential Location materials to the us, describing the proposed Location. We will respond within a reasonable time, either accepting or rejecting (with reasons) the proposed Location.

The factors we consider in evaluating sites for the Location include the following: the general location and neighborhood, population and demographics, distance to other franchises, competition in the market area, traffic counts and patterns, access to the proposed location, sign ordinances, proximity to major roads and residential areas, parking facilities, leasehold improvements and closeness to business districts.

Time to Opening

The typical length of time between signing the Franchise Agreement and opening for business is estimated to be four to six months. Factors that will affect the length of time it takes you to open your business include your ability to obtain a lease, financing, permits, compliance with local ordinances and restrictions, construction of the leasehold improvements, availability, delivery and installation of fixtures, signs and equipment, and completion of required training.

In the event that you are not able to locate a suitable site and secure a Lease Agreement that we have approved within 120 days after execution of the Franchise Agreement, then we have the right to terminate the Franchise Agreement and keep the \$15,000 first installment of the Initial Franchise Fee as liquidated damages, not as a penalty.

You must open the Studio Kitchen within 240 days after signing the Franchise Agreement. If you do not open your Studio Kitchen within the time period noted above, then we can terminate the Franchise Agreement and keep the entire Initial Franchise Fee as liquidated damages, not as a penalty.

Computer Equipment

As noted above, you are required to purchase computer hardware and software for the Studio Kitchen. The costs of computer hardware and software are part of the initial investment that you must make prior to opening your Studio Kitchen. (See Item 7 for details.)

This computer system includes an IBM PC compatible computer with the software that normally accompanies such computers and a multi-function printer. This computer system includes an

IBM compatible computer with a minimum Intel Pentium 2.8 GHZ processor, 512 MB RAM, 17" flat panel monitor, 40 GB Hard Drive, Microsoft Office, DSL connectivity package, 128 MB video card, Multi-Function printer/copier/scanner/fax, and a CD burner.

The software should be based on Microsoft Windows XP or newer. You will also be required to purchase additional software to operate the Studio Kitchen, including Microsoft Office and Microsoft Money. We estimate your annual costs of maintenance and repair costs to be approximately \$25 to \$50 per year. We are not obligated to provide or assist you in obtaining the above items or services. See Items 7 and 11 for details.

We may in the future establish different sales reporting systems as we consider appropriate for the accurate and expeditious reporting of Gross Revenues and other financial information. In such event, you must fully cooperate with us in implementing any such system at each Studio Kitchen and, at your expense, equip the Studio Kitchen with such sales recording devices as we may require.

Training Programs

Our initial franchise management training program is available to all our franchisees and one additional person, normally an Assistant Manager. Before opening for business, you must attend and complete the initial franchise management-training program to our satisfaction.

Our initial franchise management training program is conducted at our headquarters in the Atlanta, Georgia Metropolitan Area. The first phase of the initial franchise management-training program for you and up to two additional employees and will last up to 15 business days. The initial training program uses the Manual and other written materials developed by us and approved vendors and must be completed prior to the Grand Opening.

We will provide the second phase of the training program for you and the initial Assistant Manager(s) and other personnel we and you mutually agree upon for a period of up to ten business days. This training will start prior to your opening the Studio Kitchen, at the your Location and at our expense. The exact training dates will be mutually agreed upon.

We require that one of your owners attend the management-training program. We provide initial training at no additional charge for one owner, and the initial Assistant Manager, if appropriate. (See Item 6 regarding fees for additional training.) We may require any other principal(s) or employee(s) of the Studio Kitchen to attend and satisfactorily complete all initial training programs as we may require.

We do not maintain a formal training staff. Training will be provided under the direction of Ken Wright and Stephanie Wright and other persons, as needed, whose backgrounds are described in Item 2 of this Offering Circular. Other employees of the ours and other existing franchisees of ours may also participate in providing training to new franchisees and their employees.

We plan on being flexible in scheduling training to accommodate your personnel, owners and employees. There are currently no fixed (i.e. monthly or bi-monthly) training schedules. As of

the date of this Offering Circular, the following training program and subjects will be provided to all franchisees and their employees at our headquarters:

SUBJECT	TIME FRAME	MANUAL	CLASSROOM HOURS	HOURS OF ON THE JOB TRAINING	INSTRUCTOR
Introduction to The Dinner A'Fare concept <ul style="list-style-type: none"> • The Company • Nature of Franchise Owner's Business • Company Philosophy • Franchisor Personnel • Franchisor/ Franchisee Relationship • Criteria for Success • Importance of Organization • Administrative Procedures 	Day 1	Manual	4 hrs.	0 hrs.	Training Manager
Selecting the Proper Business Organization <ul style="list-style-type: none"> • Introduction • Types of Business Organizations • Considerations for Incorporating 	Day 1	Manual	1 hour	0	Training Manager
Funds Required and their Usage <ul style="list-style-type: none"> • Overview • Review Item 7 of the UFOC 	Day 1	Manual	3 hrs.	0	Training Manager
Hiring Experts <ul style="list-style-type: none"> • Introduction • Services Needed • Sources for locating experts • Finding and Selecting an Attorney • Finding and Selecting an Accountant • Finding and Selecting an Architect • Finding and Selecting a Contractor • Suggested locating experts 	Day 2	Manual	8 hrs.	0	Training Manager
Site Selection Process <ul style="list-style-type: none"> • Introduction • Site Selection Criteria • Guidelines • Beginning the Search • Franchisor Approval Process • Real Estate Forms and Checklists 	Day 3	Manual	4 hrs.	0	Training Manager

SUBJECT	TIME FRAME	MANUAL	CLASSROOM HOURS	HOURS OF ON THE JOB TRAINING	INSTRUCTOR
Facility Design <ul style="list-style-type: none"> • Introduction • Major Factors in Facility Design • Plans & Layouts • Franchisor Approval Process • Other considerations 	Day 3	Manual	4	0	Training Manager
Lease Negotiations <ul style="list-style-type: none"> • Introduction • Points to consider in lease negotiations • Submitting proposed lease to Franchisor • Franchise Owner's Attorney Review • Franchisor's Attorney Review • Lease Term 	Day 4	Manual	4	0	Training Manager
Industry <ul style="list-style-type: none"> • Industry Overview • Compensation Types • Competition 	Day 4	Manual	4	0	Training Manager
Image <ul style="list-style-type: none"> • Company Image • Personal Image • Standards for dress, appearance & conduct • Location's Image • Building an Image 	Day 5	Manual	4	0	Training Manager
Ordering Equipment, Furniture & Supplies <ul style="list-style-type: none"> • Introduction • Vendor Selection • Initial Inventory • Equipment • Furniture & Fixtures • Stationary, Forms, other printed materials • Office Equipment & Supplies List • List of Approved Suppliers 	Day 5	Manual	4	0	Training Manager
The Business Plan <ul style="list-style-type: none"> • The Overview • Table of Contents • Franchise Description • Market Analysis & Marketing • Operations • Organization and Personnel • Financial Data • Goals & Objectives • Income & Expense Projections 	Day 6	Manual	4	0	Training Manager

SUBJECT	TIME FRAME	MANUAL	CLASSROOM HOURS	HOURS OF ON THE JOB TRAINING	INSTRUCTOR
Grand Opening Marketing <ul style="list-style-type: none"> • Introduction • Budget • Planning • Timetable • Available Materials • Media Selection • PR & Promotions • Tracking Response 	Day 7	Manual	8	0	Training Manager
Ordering Food & Reconciling Invoices <ul style="list-style-type: none"> • Food Costs • Food Control • Scheduling & Labor Costs 	Day 8	Manual	4	0	Training Manager
Food Preparation Procedures <ul style="list-style-type: none"> • Receiving foods • Health Codes • Interviewing food prep employees • Preparation Guidelines 	Days 9	Manual	4	4	Training Manager
Session Training (Customer Service) <ul style="list-style-type: none"> • Scheduling • Greeting Customers • Customer Familiarization • Running Sessions 	Days 10-11	Manual	4	12	Training Manager
Record Keeping <ul style="list-style-type: none"> • Bookkeeping • POS Training • Website Training • P & L Training 	Day 12	Manual	8	0	Training Manager
Marketing Programs <ul style="list-style-type: none"> • Determine Frequency • Obtaining & Maintaining Target Audience Info • Advertising Design & Copy • Response Tracking • Guidelines for use of Logo & Marks • E-mail contacts 	Day 13	Manual	6	0	Training Manager
Insurance <ul style="list-style-type: none"> • Evidence of Coverage • Choosing a Broker • Risk Management • Franchisor Requirements 	Day 13	Manual	2	0	Training Manager
Operating Procedures <ul style="list-style-type: none"> • Daily Operating Procedures • Weekly Operating Procedures 	Day 14	Manual	0	2	Training Manager
Facility Cleaning & Maintenance <ul style="list-style-type: none"> • Importance of • Impact on Image and Customer Service 	Day 14	Manual	0	4	Training Manager

SUBJECT	TIME FRAME	MANUAL	CLASSROOM HOURS	HOURS OF ON THE JOB TRAINING	INSTRUCTOR
Equipment Cleaning & Maintenance <ul style="list-style-type: none"> • Importance of • Impact on Food Service and Profitability 	Day 14	Manual	0	2	Training Manager
Personnel <ul style="list-style-type: none"> • Need Assessment • Recruiting • Hiring • Training 	Day 15	Manual	4	0	Training Manager
Training Review	Day 15	Manual	4	0	Training Manager

We also may offer additional or refresher training courses from time to time. Some of these courses may be mandatory, and some may be optional. These courses may be conducted at our headquarters or at any other locations selected by us.

You and/or your employees will be responsible for all out-of-pocket expenses in connection with all training programs, including costs and expenses of transportation, lodging, meals, wages and employee benefits. We reserve the right to impose reasonable charges for training classes and materials in connection with such training courses. We will notify you of any additional charges before you or your employees enroll in a course.

All classes are scheduled with advance written notice. Our class cancellation policies will be included in the written notice of class schedules.

Item 12 TERRITORY

The Franchise Agreement grants you the right to operate the Studio Kitchen only at an Location. You must lease or purchase the Location, subject to our approval, as noted earlier in this Offering Circular. The factors we considers in evaluating sites include the following: the general location and neighborhood, population and demographics, distance to other franchises, competition in the market area, traffic counts and patterns, access to the proposed location, sign ordinances, proximity to major roads and residential areas, parking facilities, costs of leasehold improvements, etc.

The Territory set forth in Attachment A of the Franchise Agreement will encompass an area containing approximately 100,000 people, as a minimum. The average household income in the area around the Location should be at least \$70,000 per year.

As long as you remain in compliance with the Franchise Agreement, we will not operate or grant franchises for a similar or competitive business within your Territory. However, we and our affiliate may operate Studio Kitchens or grant franchises for any Studio Kitchens, within or outside your Territory, if they are operated under a different name or if they offer different goods and services. However, we currently do not have such plans.

Neither we nor any of our affiliates have established other franchises or company-owned outlets selling or leasing similar products or services under a different trade name or trademark; and neither we nor our affiliates have any current plans to do so.

You may not solicit customers from outside your Territory without our prior written approval. If you accept solicited customers from outside your Territory without our permission, then we have the right to require you to send all of such Gross Revenues to the Studio Kitchen owner who owns the Territory where such customers are located. However, you may accept business resulting from referrals or unsolicited inquiries from customers outside your Territory.

The Franchise Agreement does not provide you with any options, rights of first refusal, or similar rights to acquire additional franchises within the Territory or areas contiguous to the Territory. Your Territory or Franchise Agreement's continuation is not dependent upon your achieving any sales quotas or market penetrations.

Item 13 TRADEMARKS

Under the Franchise Agreement, we grant you the right and license to use the Proprietary Marks and the System solely in connection with operating the Studio Kitchen. You may use only the Proprietary Marks that as are designated in writing by us for your use, and you may use them only in the manner authorized and permitted by us. You may not directly or indirectly contest our ownership of or rights in the Proprietary Marks.

We have applied for registration of the following Proprietary Mark with the United States Patent and Trademark Office on the Principal Register as follows:

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
The Dinner A' Fare and Design	12393-3010 78/642,065	June 2, 2005

We have the right to require you to modify or discontinue your use of any of the Proprietary Marks. If we exercise this right, we will provide advance notice to all franchisees under the System. In the event that we must withdraw our application(s) for registration with the U.S. Patent and Trademark Office, you may be required to change the Proprietary Marks, even after you have opened for business. In such event, you must change, at your expense, all signs, marketing literature, etc. when we indicate to you that a new Proprietary Mark has been registered with the U.S. Patent and Trademark Office.

There are no effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeals Board, the Trademark Administrator of any state or any court relating to the Proprietary Marks. There is no other pending infringement, opposition or cancellation. There is no pending material litigation involving the Proprietary Marks. The service mark "The Dinner A'Fare" is also registered in the state of Georgia.

There are no agreements currently in effect that significantly limit our rights to use or license the use of the Proprietary Marks in a manner material to the Studio Kitchen.

You must immediately notify us of any infringement or challenge to your use of the Proprietary Marks. We have sole discretion to take any action we deem appropriate and shall have the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising out of any infringement challenge or claim or otherwise relating to the Proprietary Marks. You must execute any instruments and documents and take such action as we deem necessary to protect and maintain our interests in any such litigation, U.S. Patent and Trademark Office proceeding, or other administrative proceeding or to otherwise protect and maintain our interests in the Proprietary Marks. The Franchise Agreement does not contain any provisions under which we are required to defend or indemnify you against any claims of infringement or unfair competition arising out of your use of the Proprietary Marks.

We have the right to require you to modify or discontinue your use of any of the Proprietary Marks. If we exercise this right, we will provide advance notice to all our franchisees under the System.

We have no actual knowledge of either superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks in any state.

You must not establish a web site on the Internet using any domain name containing the Proprietary Marks or any variation of those words. We retain the sole right to advertise on the Internet and create a web site using domain names using the Proprietary Marks or any variation of the Proprietary Marks. We retain the right to pre-approve your use of linking and framing between our web pages and all other web sites. You must dismantle any frames and links between your web pages and any other web sites, if requested by us.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents Rights

We own no rights in or to any patents that are material to the franchise.

Copyrights

We have registered our copyright in the Manual and claim a copyright and treat the information in the Manual as confidential trade secrets. We intend to copyright other written material, but you are permitted to use the material as part of the franchise. Currently, we intend to renew the copyright for the Manual when the registration expires.

Confidential Operations Manual

Under the Franchise Agreement, you must operate the Studio Kitchen in accordance with the standards, methods, policies, and procedures specified in the Manual. You will be loaned a copy of the Manual for the term of the Franchise Agreement, when you have completed the initial training program to our satisfaction. You must operate your Studio Kitchen strictly in accordance with the Manual, as we may revise it from time to time. You must at all times treat the Manual and the information in it as confidential, in accordance with the requirements of the Franchise Agreement.

You must treat as confidential the Manual and any other materials created for or approved by us for the operation of your Studio Kitchen. You must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record or otherwise make them available to any unauthorized person. The Manual will remain our sole property and must be returned in the event the Franchise Agreement is terminated or expires.

We may from time to time revise the contents of the Manual, and you must comply with each new or changed provision. You must ensure that the Manual is kept current at all times. In the event of any dispute as to the contents of the Manual, the terms of the master copies maintained by us at our home office will be controlling.

Confidential Information

The Franchise Agreement requires you to maintain all our Confidential Information as confidential both during and after the term of the Franchise Agreement. "Confidential Information" includes all information, data, techniques and know-how designated or treated by us as confidential and includes the Manual. You may not at any time disclose, copy or use any Confidential Information except as specifically authorized by us. Under the Franchise Agreement, you agree that all information, data, techniques and know-how developed or assembled by you or your employees or agents during the term of the Franchise Agreement and relating to the System will be deemed a part of the Confidential Information protected under the Franchise Agreement. You must promptly tell us when you learn about unauthorized use of Confidential Information. We are not obligated to take any action but will respond to this information as we think is appropriate.

See Item 15 below concerning your obligation to obtain confidentiality and non-competition agreements from persons involved in the Studio Kitchen.

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

You must personally participate in the direct operation of your Studio Kitchen. We believe that only a person with an equity interest can adequately insure that our standards of quality and competence are maintained. The Franchise Agreement requires that you be directly involved in the day-to-day operations and devote full-time best efforts to work at the Studio Kitchen during

the first two years of your Studio Kitchen operations. While in most cases you will seek additional assistance for the labor-intensive portions of the business, we have built our reputation on your participation and believe it is mandatory for continued success.

You and at least one Assistant Manager must complete the initial management training course required by us. All new Assistant Managers must be trained fully according to our standards by either you or us. However, we may charge a fee for this additional training. See Item 6 for details.

Each individual who holds an ownership interest in the you must personally guarantee all of your obligations under the Franchise Agreement. (See Exhibit G for the form of Guaranty of Franchise Owner's Undertakings.)

At our request, you must obtain and deliver executed covenants of confidentiality and non-competition from any persons who will have or may have an ownership interest in you or in the franchise, or who will receive or have access to training and other confidential information under the System. The covenants must be in a form satisfactory to us, and must provide that we are a third party beneficiary of, and have the independent right to enforce the covenants.

Item 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must operate the Studio Kitchen in strict conformity with all prescribed methods, procedures, policies, standards, and specifications of the System, as set forth in the Manual and in other writings by us from time to time. You must use the Studio Kitchen only for the operation of the Studio Kitchen and may not operate any other business at or from the Studio Kitchen without our express prior written consent .

We require you to offer and sell only those goods and services that we have approved. We maintain a written list of approved goods and services in the Manual, which we may change from time to time (see Item 11 in this Offering Circular).

You must offer all goods and services that we designate as required for all franchised Dinner A'Fare Kitchens. In addition, we may require you to comply with other requirements (such as state or local licenses, training, marketing, insurance) before we will allow you to offer certain optional services.

We reserve the right to designate additional required or optional services in the future and to withdraw any of our previous approvals. In that case, you must comply with the new requirements.

See Item 12 for restrictions on the customers you may solicit. Also, see Items 8, 9, 11 and 12 for more information about your obligations and restrictions discussed above.

Item 17
RENEWAL, TERMINATION, TRANSFER
AND DISPUTE RESOLUTION

This table lists important provisions of the franchise and related agreements. You should read these provisions in the Franchise Agreements attached to this Offering Circular.

Provision	Section in Franchise Agreement	Summary
a. Term of Franchise	Franchise Agreement ("FA") § II	15 years
b. Renewal or extension of the term	FA § II	2 renewal terms of 5 years each, subject to certain terms.
c. Requirements for you to renew or extend	FA § II	Complied with Franchise Agreement, present evidence of right to remain in possession of premises of Studio Kitchen, renovated premises if needed, paid all monies to us, execute new FA, met qualifications and training requirements, paid renewal fee of 10% of then-current Initial Franchises Fee and signed general release
d. Termination by you	FA § XVI (A.)	If we haven't cured breach within 30 days after notice
e. Termination by us without cause	None	None
f. Termination by us with cause	FA § XV (B), (C) and (D)	We can terminate only if you default or if certain events described in Sections XV B. C. and D occur.
g. "Cause" defined-defaults which can be cured	FA § XV (B.)	Various breaches of Franchise Agreement not listed in Section XV C and D.

Provision	Section in Franchise Agreement	Summary
h. "Cause" defined- defaults which cannot be cured	FA § XV (C. and D.)	Includes abandons control of the Studio Kitchen, consistently fails to pay monies when due, violates laws, material misrepresentation on initial application, attempted assignment without permission, discloses Manual without permission, repeatedly fails to comply with Manual, breaches the Franchise Agreement or does something adverse to Proprietary Marks, failure to comply with Franchise Agreement or any other Agreement between you and us or you are convicted of a felony. The Franchise Agreement provides for termination upon bankruptcy.
i. Your obligations on termination/non-renewal	FA § XVII	Includes payment of money owed to us, return Manual and other materials, cancellation of assumed names and transfer of phone numbers, cease using Proprietary Marks, cease operating the Studio Kitchen, no confusion with Proprietary Marks, our option to purchase your inventory and equipment, your modification of the premises and our option to purchase your Studio Kitchen
j. Assignment of contract by us	FA § XIX (A)	No restriction on right to transfer
k. "Transfer" by you – defined	FA § XIX (B) and (D)	Includes assignment of Franchise Agreement, sale or merger of business entities, transfer of corporate stock, your death or the death of a majority owner of you
l. Our approval of transfer by you	FA § XIX (B)	We have the right to approve all transfers
m. Conditions for our approval of transfer	FA § XIX (B)	Factors include proposed transferee must meet current standards, does not operate a similar business and signs current form of Franchise Agreement, and you pay to us a transfer fee of 50% of then- current Initial Franchise Fee
n. Our right of first refusal to acquire your business	FA § XIX (C)	We have the option to match any offer for your Studio Kitchen
o. Our option to purchase your business	FA § XVII (I)	We have the option to purchase your Studio Kitchen upon termination or expiration

Provision	Section in Franchise Agreement	Summary
p. Your death or mental incapacity	FA § XXIX (D)	Franchise must be assigned by estate to approved buyer within 3 months
q. Non-competition covenants during the term of the franchise	FA § XVIII (B)	You cannot be involved in a competitive business during the term of the Franchise Agreement
r. Non-competition covenants after the franchise is terminated or expires	FA § XVIII (C)	No involvement in competing business for 2 years within a 20 mile radius of the Studio Kitchen
s. Modification of the agreement	FA § XXIII (I)	Must be in writing by both sides
t. Integration/ merger clause	FA § XXIII (I)	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises are unenforceable.
u. Disputes resolution by arbitration or mediation	None	None
v. Choice of forum	FA § XXIII (J)	Forsyth County, Georgia
w. Choice of law	FA § XXIII (E)	Georgia law applies

These states have statutes that may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise:

Arkansas - Stat. Sec. 70-807; California - Bus. & Prof. Code Sections 20000-20043; Connecticut -Gen. Stat. Section 42-133e et seq.; Delaware - Code, tit.; Hawaii - Rev. Stat. Section 482E-1; Illinois - Rev. State Chapter 121 1/2, par. 1719-1720; Indiana - Stat. Section 23-2-2.7; Iowa - Code Sections 532H.1-523H.17; Georgia - Stat. Section 19.854(27); Minnesota - Stat. Section 80C.14; Mississippi - Code Section 75-24-51; Missouri - Stat. Section 407.400; Nebraska - Rev. Stat. Section 87-401; New Jersey - Stat. Section 56:10-1; South Dakota - Codified Laws Section 37-5A-51; Virginia - Code 13.1-557-574 - 13.1-564; Washington - Code Section 19.100.180; Wisconsin - Stat. Section 135.03.

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION IN THIS OFFERING CIRCULAR. THESE ADDITIONAL DISCLOSURES APPEAR IN EXHIBIT D ATTACHED TO THIS OFFERING CIRCULAR.

**Item 18
PUBLIC FIGURES**

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

**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 Dinner A'Fare Kitchen. Actual results vary from location to location and we cannot estimate the results of any particular franchise. No representation or statements of actual, average, projected or forecasted sales, profits or earnings are made to potential franchisees with respect to franchises.

**Item 20
LIST OF OUTLETS**

**FRANCHISED AND LICENSED STUDIO KITCHENS STATUS SUMMARY
FOR
YEARS 2004/2003/2002**

<u>State</u>	<u>Transfers</u>	<u>Canceled Or Terminated</u>	<u>Not Renewed</u>	<u>Reacquired By Us</u>	<u>Left the System Other</u>	<u>Total From left Column</u>	<u>Franchises Open at Year End</u>
All States	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
TOTALS	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0

**STATUS OF AFFILIATE OWNED STUDIO KITCHENS FOR YEARS
2004/2003/2002**

STATE	DINNER A'FARE KITCHENS CLOSED DURING YEAR	DINNER A'FARE KITCHENS OPENED DURING YEAR	TOTAL DINNER A'FARE KITCHENS OPERATING AT YEAR END
Georgia	0/0/0	1/0/0	1/0/0
TOTALS	0/0/0	1/0/0	1/0/0

**PROJECTED OPENINGS
AS OF DECEMBER 31, 2005**

STATE	FRANCHISE AGREEMENTS SIGNED BUT DINNER A'FARE KITCHEN NOT OPENED	PROJECTED FRANCHISED NEW DINNER A'FARE KITCHENS IN THE NEXT FISCAL YEAR	PROJECTED COMPANY/AFFILIATE OWNED DINNER A'FARE KITCHEN OPENINGS IN NEXT FISCAL YEAR
California	0	2	0
Georgia	0	3	1
TOTALS	0	5	0

A list of the names of our franchisees and licensees and their address and telephone numbers as of September 27, 2005 are listed in Exhibit H to this Offering Circular. Since we started offering franchises in September 2005, there are no franchisees who have had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the last three fiscal years prior to the date of this Offering Circular.

**Item 21
FINANCIAL STATEMENTS**

Attached as Exhibit E to this Offering Circular are our audited financial statements, as of June 29, 2005.

**Item 22
CONTRACTS**

Attached are copies of the following agreements relating to the offer of the franchise:

Exhibit C	Franchise Agreement
Exhibit D	Confidentiality Agreement
Exhibit G	Guaranty of Franchise Owner's Undertakings