

Provision	Section in Area Development Agreement	Summary
		litigated in courts having a situs within McLennan, Texas (subject to applicable state law).
w. Choice of law	Article 10.5	The state of Texas (subject to applicable state law)

A provision in your Area Development that terminates the agreement on your bankruptcy may not be enforceable under federal bankruptcy law.

ITEM 18. PUBLIC FIGURES

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

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets if there is a reasonable basis for the information and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about a possible performance at a particular location or under particular circumstances.

Below are the Gross Sales, Gross Profits, and Net Operating Income, and Net Operating Income for the period of January 1, 2024 to December 31, 2024 of our company owned outlet. There were no operational franchisees during the time period that these Gross Sales, Gross Profits, and Net Operating Income, and Net Operating Income were derived.

January 1, 2024, to December 31, 2024		
Total Sales*	\$720,395.50	
Cost of Goods Sold		
Food Cost	\$215,737.50	29.95%
Landlord Cup Cost**	\$45,225.00	6.28%
New Item Testing	\$2,392.32	0.33%
Paper/Supplies	\$9,086.26	1.26%

Expenses		
Advertising & Marketing	\$4,001.72	0.56%
Bank Charges & Fees	\$1,561.98	0.22%
Car & Truck	\$97.41	0.01%
Insurance	\$3,201.71	0.44%
Job Supplies	\$2,099.14	0.29%
Legal & Professional Services		
Meals & Entertainment	\$2,108.03	0.29%
Office Supplies & Software	\$2,399.45	0.33%
Rent & Lease	\$57,605.57	8.00%
Repairs & Maintenance	\$2,482.31	0.34%
Taxes & Licenses	\$700.74	0.10%
Travel	\$101.05	0.01%
Utilities	\$1,650.86	0.23%
Dues and Subscriptions	\$9,103.19	1.26%
Credit Card Fees	\$16,711.26	2.32%
Equipment Purchases	\$817.97	0.11%
Payroll		
Employer Taxes	\$22,452.35	3.12%
Processing Fees	\$3,510.17	0.49%
Wages	\$143,711.88	19.96%
General Manager	\$49,075.27	6.81%
Other Expenses		
Training & Education	\$584.44	0.08%
Laundry	\$3,719.63	0.52%
Uniforms	\$141.81	0.02%
3rd Party Delivery Fees	\$24,609.22	3.42%
NET INCOME	\$95,507.26	13.26%

* The landlord of this location prohibits operation of this Roni's Mac Bar on Mondays, allowing the store to operate only 6 days per week. This restriction is unique to this location and is not in effect for the standard franchise offering.

** The landlord of this location requires us to purchase drink cups for \$1.69 per cup at this location. This fee is unique to this location and is not applicable to the standard franchise offering.

This financial performance representation is based on the performance of company-owned outlet. You will incur Royalty Fees and other franchise fees, which the company-owned outlet did not incur as calculated here in the table below. There are no material differences between the company-owned outlets in this financial performance representation and franchises offered in this disclosure document.

The term "Gross Sales" means the total revenue derived from the sale of goods or services less sales tax, discounts, allowances, and returns. The term "Gross Profits" means gross sales minus cost of goods sold. The term "Net Operating Income" means Gross Sales minus all expenses.

Our management prepared this financial performance representation based on the outlet's historical bookkeeping books and records. Written substantiation for the financial performance representation will be available upon a reasonable request.

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

Other than the preceding financial performance representation, Roni's Mac Bar Franchising, LLC does not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Frank Senese at 720 Franklin Avenue, Waco, TX 76701 or by telephone at 254-218-5954, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
SYSTEMWIDE OUTLET SUMMARY
For Years 2021 to 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2022	0	0	0
	2023	0	0	0
	2024	0	4	+4
Company-Owned	2022	0	1	+1
	2023	1	1	0
	2024	1	1	0
TOTAL OUTLETS	2022	0	1	+1
	2023	1	1	1
	2024	1	5	+4

Table No. 2
 TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
 (Other than Franchisor)
 For Years 2022 to 2024

State	Year	Number of Transfers
All States	2022	0
	2023	0
	2024	0
TOTAL	2022	0
	2023	0
	2024	0

Table No. 3
 STATUS OF FRANCHISED OUTLETS
 For Years 2022 to 2024*

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Texas	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
Utah	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
TOTAL	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	4	0	0	0	0	4

* If multiple events occurred affecting an outlet, this table shows the event that occurred last in time. Where a franchise territory covers more than one state, the franchise, for purposes of this table, is assigned to the state where it has the bulk of its operation, which is not necessarily the same state shown in the business address in the list of franchisees, Exhibit D.

Table No. 4
 STATUS OF COMPANY-OWNED OUTLETS
 For Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Texas	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
TOTAL	2022	0	1	0	0	0	0
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1

Table No. 5
 PROJECTED OPENINGS
 As of December 31, 2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Alabama	1	1	0
Missouri	1	1	0
New Mexico	2	2	0
Pennsylvania	1	0	0
Tennessee	1	1	0
Texas	2	2	2
Utah	1	1	0
TOTAL	9	8	2

The number of new franchised locations projected to be opened in the next fiscal year, as presented in the table above, is an estimate based on the best information we have as of the date of this disclosure document. There is no assurance that the actual number of openings, or the states in which we projected the openings, will be the same as our estimates.

A list of the names, addresses, and telephone numbers of all Roni's Mac Bar franchisees is attached to this disclosure document as G. A list of the names, last known home addresses, and telephone numbers of every Roni's Mac Bar franchise that has had their franchise terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the date of this disclosure document, is attached to this disclosure document as Exhibit D. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Our Franchise Advisory Council has not been established as of the date of this document.

As of the date of this disclosure document, there are no other trademark-specific franchisee organizations associated with the Roni's Mac Bar franchise system that we have created, sponsored, or endorsed, and there are no independent trademark-specific franchisee organizations that have asked to be included in our disclosure document.

ITEM 21. FINANCIAL STATEMENTS

Roni's Mac Bar Franchising LLC was formed on May 4, 2023. Because we have not been in business for three years, we are not able to include the three prior years of audited financial statements normally required by this Item 21. Exhibit e contains our audited financial statements for the fiscal year ended December 31, 2023, and December 31, 2024.

Our fiscal year ends on December 31.

ITEM 22. CONTRACTS

The following exhibits to this disclosure document are the contracts used by us in offering franchises:

- Exhibit A – Franchise Agreement
- Exhibit B – Area Development Agreement
- Exhibit H – Franchisee Acknowledgement Statement

ITEM 23. RECEIPT

The Receipt page is attached as Exhibit I of this disclosure document. You must sign the receipt to acknowledge your receipt of this disclosure document

EXHIBIT A

FRANCHISE AGREEMENT

RONI'S MAC BAR FRANCHISING, LLC

**RONI'S MAC BAR
FRANCHISE AGREEMENT**

FRANCHISEE

EFFECTIVE DATE

RONI'S MAC BAR FRANCHISING, LLC
FRANCHISE AGREEMENT

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Attachments

- 1 - Trademarks
- 2 - Territory
- 3 - ACH Authorization
- 4 - Collateral Assignment of Lease
- 5 - Statement of Ownership Interests in Franchisee
- 6 - Spousal Guaranty
- 7 - Internet Advertising, Social Media, Software, and Telephone Account Agreement
- 8 - Confidentiality and Non-Compete Agreement

THIS FRANCHISE AGREEMENT (the “Agreement”) is being entered into this day of _____ (the “Effective Date”), by and between Roni’s Mac Bar Franchising, LLC, a Texas limited liability company, with its principal place of business at 720 Franklin Avenue, Waco, Texas 76701 (herein “Franchisor”), and _____, a(n) _____, with its principal place of business located at _____, and _____, an individual, residing at _____, an individual, residing at _____, and _____ (“Principal(s)”). _____ and Principal(s) shall be individually and collectively referred to, and each is, the “Franchisee”.

RECITATIONS

Through the expenditure of considerable time, effort and money, Franchisor has developed and established a high quality, fast-casual restaurant featuring build-your-own mac and cheese and other menu items using the Roni’s Mac Bar trademarks and Franchisor’s confidential operations manual (“Manual”) of business practices and policies, and Franchisor’s distinctive, décor, fixtures and furnishings, operations methods, sales techniques, inventory, procedures for management control and training, assistance, advertising, and promotional programs, all of which may be changed, improved or further developed by Franchisor at any time (taken together herein the “System”).

The System is identified by certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including but not limited to the Roni’s Mac Bar service marks, as set forth in Attachment 1, and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated or substituted by Franchisor for use in connection with the System (the “Marks”).

Franchisor continues to develop, use, and control the use of such Marks in order to identify for the public the source of services and products marketed under the Marks and the System and to represent the System’s high standards of quality, appearance, and service.

Franchisee understands and acknowledges the importance of Franchisor’s high and uniform standards of quality, service, and appearance, and the necessity of operating the business franchised hereunder in conformity with Franchisor’s standards and specifications.

NOW, THEREFORE, the parties, in consideration of the promises, undertakings and commitments of each party to the other set forth herein, and intending to be legally bound hereby, mutually agree as follows:

1. **RECITATIONS.** The Recitations set out above form part of this Agreement.
2. **GRANT OF FRANCHISE.** Franchisor hereby grants to Franchisee and Franchisee accepts, upon the terms and conditions contained in this Agreement, the license to operate a Roni’s Mac Bar franchise (the “Franchise” or “Franchised Business”), using only the Marks licensed hereunder, in strict conformity with the System, which may be changed, improved, and further developed by Franchisor from time to time. This grant applies only to the single premises and within a territory that is designated in Attachment 2 attached hereto and incorporated herein (the “Territory”).

3. **TERRITORY.**

- 3.1 **Protected Territory.** Franchisor agrees that Franchisor will not, and will not permit any other Roni’s Mac Bar franchisees, to operate a dedicated Roni’s Mac Bar outlet in the Territory using the