

SIR CHOCOLATE, LLC IS FRANCHISING!

We are currently seeking Professional, Enthusiastic and Energetic people to join our team at Sir Chocolate!

THANK YOU! For your interest in Sir Chocolate and this exciting new ground floor opportunity! It is our intent at Sir Chocolate to provide you with all the tools necessary to carry on the tradition of providing the finest Chocolate machine service available in the industry. It is also our intent to make your transition into your new franchise as worry free and smooth as possible! That's why we have done all the work for you, so you can hit the ground running as soon as possible!

Enclosed please find a Confidentiality Agreement and Franchisee Application necessary for our selection and review process. Please enclose a cashier's check, money order or certified funds for \$500.00 along with your completed application and signed Confidentiality Agreement.

After our review, we will inform you of our decision within 30 days.

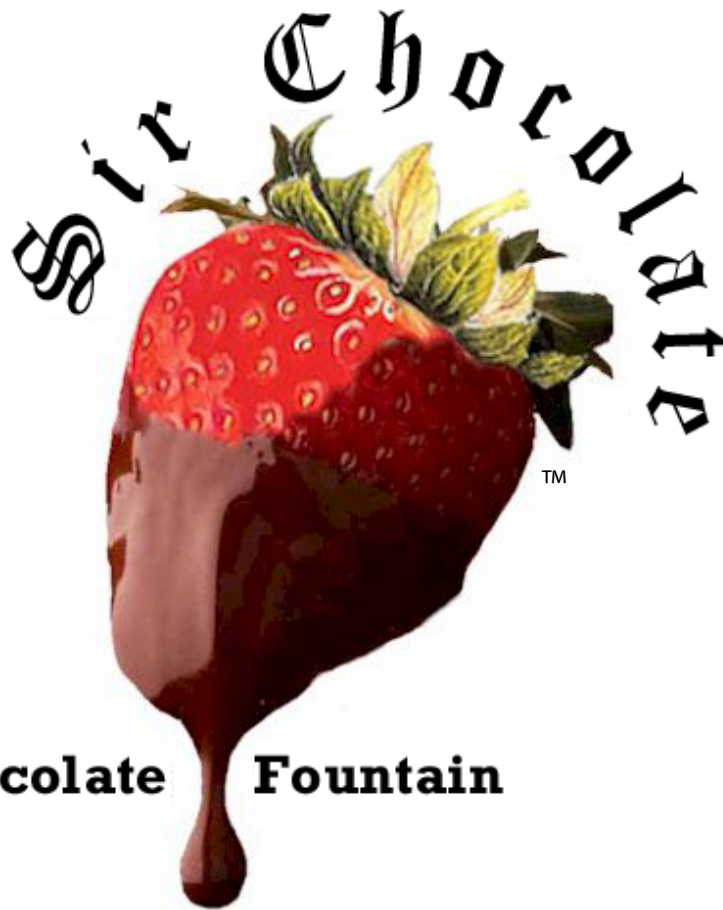
If you were successful in our initial review we will send you a copy of the UFOC (Uniform Franchise Offering Circular) and Franchise Agreement for your review, and signatures. If you were not successful in our review process or you decide after reviewing the UFOC and Franchise Agreement not to go ahead with the franchise, we will refund the \$500.00 less any charges for copies and postage for sending the UFOC to you.

After your signed Franchise agreement is received back at Sir Chocolate headquarters we will contact you to set up your training as well as make arrangements to get all your equipment, documents and supplies to you as soon as possible!

CONGRATULATIONS on taking that first step in starting your very own business and making the world just a little bit SWEETER!

Sincerely,

Doug Whittaker/Owner



A Chocolate Fountain

EXTRAVAGANZA!

The following is Sir Chocolate's confidential franchise questionnaire. The information provided by you will be maintained as confidential and will be used by us only for the purpose of evaluating you as a possible franchisee. To be considered for Sir Chocolate Franchise, please complete the following form and return using one of the options.

1. Save this file to a disk, complete and email back as an attachment to:

franchise@sirchocolate.com

2. Print the form, complete and return by fax or mail to:

Sir Chocolate, LLC
 c/o Franchising
 13900 E. Florida Ave. Unit F
 Aurora, CO 80012
 Fax: 720.535.1700

**CONFIDENTIALITY AND
NONDISCLOSURE AGREEMENT**

This Confidentiality and Nondisclosure Agreement (“Agreement”) is made by and between Sir Chocolate, LLC (“Owner”), a Colorado limited liability company, and _____ (“Recipient”), who resides at _____.

WHEREAS, Owner owns certain Proprietary Information, as defined below, relating to the operation of Sir Chocolate Franchises;

WHEREAS, Recipient desires to receive information regarding Sir Chocolate Franchises, including certain Proprietary Information of Owner, which information will assist Recipient in evaluating the investment opportunities in Sir Chocolate Franchises;

WHEREAS, Owner wishes to provide Recipient with certain Proprietary Information, which information will assist Recipient in evaluating the investment opportunities in Sir Chocolate Franchises;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to the following:

1.0 “Proprietary Information.” The term “Proprietary Information” means any and all information concerning the operations of Sir Chocolate Franchises, including without limitation, operation manuals, supplier lists, customer lists, business methods, product information, recipes, menus, financial information, cost of goods, and other similar information.

2.0 Obligations Regarding Proprietary Information. Recipient, and any and all employees or agents of Recipient to whom the Proprietary Information is disclosed, shall treat all Proprietary Information as confidential information of Owner and specifically shall:

(a) Not use Proprietary Information for any purpose other than for the sole limited purpose of evaluating and analyzing an investment in Sir Chocolate Franchises or other possible business relationship with Owner concerning Sir Chocolate Franchises;

(b) Not disclose Proprietary Information to any third party without the prior written consent of Owner;

(c) Limit dissemination of Proprietary Information to only those employees or agents of Recipient having a need to know of it for the sole limited purpose of evaluating and analyzing an investment in Sir Chocolate Franchises or other possible business relationship with Owner concerning Sir Chocolate Franchises; and

(d) Inform all employees or agents, who will receive or will have access to the Proprietary Information, of this Agreement and the terms and conditions herein.

3.0 Exceptions to Obligations. Recipient shall be excepted from the obligations set forth in Paragraph 2.0 with respect to any Proprietary Information, or any portion thereof, which:

(a) is within the public domain or enters the public domain through no fault of Recipient;

(b) is rightfully disclosed to Recipient by a third party without any obligation of confidentiality, but only to the extent rightfully permitted by the third party; or

(c) was in the unrestricted possession of Recipient prior to the Effective Date of this Agreement, as defined below.

4.0 No Proprietary Information, or any portion thereof, shall be deemed to be within any of the exceptions of Paragraph 3.0 solely on the basis that:

(a) more general information of a corresponding nature is within any of such exceptions;

(b) elements of the Proprietary Information, or portions thereof, are independently within any of the exceptions; or

(c) elements of Proprietary Information, or portions thereof, are within any of the exceptions in a combination not substantially similar to the Proprietary Information, or portion thereof.

5.0 Duration of Obligations. The obligations of Recipient under Paragraph 2.0 with regard to any

Proprietary Information shall survive the term of this Agreement and shall continue indefinitely, unless and until one of the exceptions identified in Paragraph 3.0 applies to the Proprietary Information.

6.0 Ownership of Proprietary Information. Recipient acknowledges and agrees that all Proprietary Information, including physical embodiments thereof, is owned exclusively by Owner. Owner's ownership of the Proprietary Information extends to any and all documents or other materials that are prepared by Recipient using the Proprietary Information, including, without limitation, drawings, specifications, manufacturing procedures, etc. whether authorized or unauthorized. Owner also owns all intellectual property rights related to the Proprietary Information. Recipient shall have no license or other right to use Proprietary Information except as specifically provided herein or by subsequent written agreement of the parties. Owner also shall own any and all rights to any improvements or advancements to any invention, process, recipe, or method resulting from any disclosure of Proprietary Information or any business relationship between Owner and Recipient.

7.0 Return of Proprietary Information. Upon request by Owner, whether verbal or written, Recipient will, in a commercially reasonable time and manner, provide Owner with all physical embodiments of Proprietary Information, including, without limitation, all documents and electronic data and any and all copies thereof, whether authorized or unauthorized and whether such embodiments are in the possession or control of Recipient, current or former employees of Recipient, or third parties to whom Recipient has disclosed Proprietary Information.

8.0 Indemnification. Recipient shall indemnify and hold Owner harmless for any and all damages and costs, including attorneys' fees, that Owner incurs as a result of the Proprietary Information by Recipient, its current or former employees, or any third party to whom the Proprietary Information was disclosed by Recipient.

9.0 Non-Waiver/Severability. A waiver of any right under this Agreement by Owner on any occasion shall not in any way constitute a waiver of such right or any other right on any

subsequent occasion. In the event any provision of this Agreement is determined to be invalid, such invalidity shall not affect the validity of remaining portions of this Agreement, and the parties agree to substitute, for the invalid provision, a provision that most closely approximates the intent and economic effect of the invalid provision.

10.0 Injunctive Relief. Recipient acknowledges that a breach, actual or threatened, of any term or condition of this Agreement by Recipient will cause immediate and irreparable harm to Owner. Owner, therefore, shall be entitled to seek immediate injunctive relief from a court of competent jurisdiction in the State of Colorado without having to prove irreparable harm, and Recipient hereby does and shall stipulate to such court that such irreparable harm exists. Owner may, in addition to obtaining appropriate injunctive relief, also seek appropriate damages and any other type of remedy available to it based upon such breach or threatened breach by Recipient.

11.0 Attorneys' Fees. If any legal action is brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, in addition to any other relief to which the prevailing party may be entitled.

12.0 Governing Law. This Agreement is entered into and shall be governed in accordance with the laws of the State of Colorado, U.S.A., without reference to conflict of laws principles. The parties further agree that all disputes arising from or relating to this Agreement shall be within the exclusive jurisdiction of the state or federal courts located within the State of Colorado, U.S.A., and the parties hereby consent to such exclusive jurisdiction and waive objections to venue therein.

13.0 Entire Agreement/Written Modification. This Agreement constitutes the entire and fully integrated agreement and understanding of the parties concerning confidentiality and ownership of the Proprietary Information and this Agreement supersedes all previous communications, proposals, representations, and agreements, whether oral or written, relating thereto. This Agreement can only be modified by further written agreement of the parties.

14.0 Effective Date. This Agreement is to become effective upon Recipient's execution of the Agreement (hereinafter the "Effective Date").

IN WITNESS WHEREOF, each party hereto acknowledges that the representative named below has the authority to execute this Agreement on behalf of the respective party to form a legally binding contract and has caused this Agreement to be duly executed on its behalf

SIR CHOCOLATE, LLC, OWNER

By: _____
Douglas Whittaker, CEO

Date: _____

_____, Recipient

By: _____
(Signature)

Name: _____
(Printed Name)

Date: _____

PERSONAL DATA

NAME (LAST, FIRST, MIDDLE INITIAL) _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

HOME PHONE _____	WORK PHONE _____
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FAX PHONE _____	EMAIL ADDRESS _____
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RESIDENCES FOR THE LAST FIVE YEARS	CITY	STATE	DATES FROM	TO
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____

MILITARY SERVICE BRANCH _____	HIGHEST RANK _____
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DATE AND TYPE OF DISCHARGE _____

SPECIAL TRAINING, CITATIONS, AWARDS _____

EDUCATION	DATES ATTENDED	DEGREES	INSTITUTION
HIGH SCHOOL	_____	_____	_____
COLLEGE	_____	_____	_____
ADDITIONAL SCHOOLING	_____	_____	_____

SOCIAL SECURITY NUMBER _____	U.S. CITIZEN <input type="checkbox"/> YES <input type="checkbox"/> NO
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Have you ever been convicted of a crime – except traffic violations? YES NO
 (If yes, please give details.) _____

Have you ever been involved in bankruptcy or taken advantage of insolvency laws? YES NO
 (If yes, when, where, circumstance.) _____

Have you ever been refused a bond? YES NO (If yes, state reason.) _____

Are you an owner, defendant in any suits or legal actions? YES NO (If yes, explain. _____

ORGANIZATIONS (BUSINESS, CIVIC, PROFESSIONAL)

ORGANIZATION	ELECTED OR APPOINTED OFFICE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PERSONAL FINANCIAL DATA

ASSETS		LIABILITIES	
Cash in Banks		Notes Payable to Banks	
Accounts and Notes Receivable		Open or Revolving Accounts	
Stocks and Bonds		Installment Loans	
Profit Sharing Plan Vested		Taxes Owed	
Cash Value of Life Insurance		Owed Against Life Insurance	
Real Estate Owned		Mortgages Owed	
Automobiles and Equipment		Other Liabilities	
Personal Property			
Other Assets			
TOTAL ASSETS		TOTAL LIABILITIES	
		NET WORTH (Assets Minus Liabilities)	

TOTAL INCOME HISTORY (PRINCIPAL & SPOUSE) FOR LAST 6 YEARS

YEAR	\$	YEAR	\$
YEAR	\$	YEAR	\$
YEAR	\$	YEAR	\$

BUSINESS AND EMPLOYMENT BACKGROUND

1. PRESENT OR LATEST POSITION		FROM	TO
COMPANY		TELEPHONE	
ADDRESS	CITY	STATE	ZIP
REPORT TO	JOB TITLE		
DUTIES			
SALARY: STARTING		ENDING	
2. NEXT PREVIOUS POSITION		FROM	TO
COMPANY		TELEPHONE	
ADDRESS	CITY	STATE	ZIP
REPORT TO	JOB TITLE		
DUTIES			
SALARY: STARTING		ENDING	
3. NEXT PREVIOUS POSITION		FROM	TO
COMPANY		TELEPHONE	
ADDRESS	CITY	STATE	ZIP
REPORT TO	JOB TITLE		
DUTIES			
SALARY: STARTING		ENDING	

4. NEXT PREVIOUS POSITION		FROM	TO
COMPANY		TELEPHONE	
ADDRESS	CITY	STATE	ZIP
REPORT TO	JOB TITLE		
DUTIES			
SALARY: STARTING		ENDING	
OTHER EMPLOYMENT THAT MIGHT RELATE TO OWNING OR OPERATING A BUSINESS.			

CREDIT INFORMATION

PERSONAL	BUSINESS
Please attach a copy of your current personal monthly checking and savings account statements.	Please attach a copy of your current business monthly checking and savings account statements.
NAME OF BANK OR FINANCIAL INSTITUTION	NAME OF BANK OR FINANCIAL INSTITUTION
CONTACT PERSON AND PHONE NUMBER	CONTACT PERSON AND PHONE NUMBER
ADDRESS	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP
CHECKING ACCOUNT NUMBER	CHECK ACCOUNT NUMBER
SAVINGS ACCOUNT NUMBER	SAVINGS ACCOUNT NUMBER

BUSINESS ENTITY INFORMATION

PLEASE INDICATE ONE OF THE FOLLOWING: <input type="checkbox"/> Existing entity <input type="checkbox"/> New entity to be formed	If this is an existing business, will the business be guaranteeing the debt to Sir Chocolate, LLC in addition to personal guarantees? <input type="checkbox"/> YES <input type="checkbox"/> NO
PLEASE INDICATE ONE OF THE FOLLOWING: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation	
NAME OF BUSINESS ENTITY:	
Amount of initial working Capital Available \$	<input type="checkbox"/> Personal OR <input type="checkbox"/> Existing business assets
STATE OR COUNTRY OF FORMATION:	DATE OF LEGAL EXISTENCE:
PRIMARY BUSINESS PERFORMED BY BUSINESS ENTITY:	
NAME OF OWNER(S), PARTNER(S) OR MEMBER(S)	PERCENTAGE OF OWNERSHIP
1)	
2)	
3)	
4)	
5)	

BUSINESS FINANCIAL STATEMENT

STATEMENT OF		FINANCIAL STATEMENT AS OF	
STREET ADDRESS		CITY AND STATE	
TO			
ASSETS		LIABILITIES	
Cash in Banks	\$	Accounts Payable	\$
Cash on Hand	\$	Notes Payable on Merchandise	\$
Accounts Receivable	\$	Other Notes Payable	\$
Notes Receivable	\$	Borrowed from Banks Secured	\$
Accounts and Note Receivable from Officers, Partners and Employees	\$	Borrowed from Banks Unsecured	\$
Merchandise	\$	Borrowed from Others (Whom?)	
Receivables Secured by Real Estate	\$	Income Taxes: Due on Last Year's Profits Accrued on Current Year Profits	\$
Receivables Secured by Mortgages	\$	Other Liabilities or Accruals Mortgages on Real Estate (Describe Below)	\$
Furniture and Fixtures, Notes and Accts., Receivable from Affiliated Cos.	\$		
Other Assets (Describe Below)	\$		
		Other Mortgages, Liens, Security Interest or Encumbrances (Describe Below)	\$
		TOTAL LIABILITIES	\$
		CAPITAL	\$
		SURPLUS	\$
		NET WORTH	\$
TOTAL ASSETS	\$	TOTAL (Must agree with Total Assets)	\$

If any of the above have been pledged, give details:			If incorporated or licensed, in what state?	
Description	Amount	To Whom		
			When Formed?	
			Federal Tax ID	
			Authorized Capital?	\$
			Subscribed Capital?	\$
			Paid in Cash?	\$
			Paid Otherwise?	\$
			How Paid?	\$

Description and Location of Real Estate Listed in Financial Statement	Title Held in Name of	Cost Plus Improvements	Present Market Value	Amount of Mortgages	How Payable

REFERENCES

BUSINESS

1. NAME		RELATIONSHIP	YEARS KNOWN
ADDRESS	CITY	STATE	PHONE
2. NAME		RELATIONSHIP	YEARS KNOWN
ADDRESS	CITY	STATE	PHONE
3. NAME		RELATIONSHIP	YEARS KNOWN
ADDRESS	CITY	STATE	PHONE

PERSONAL

1. NAME		RELATIONSHIP	YEARS KNOWN
ADDRESS	CITY	STATE	PHONE
2. NAME		RELATIONSHIP	YEARS KNOWN
ADDRESS	CITY	STATE	PHONE
3. NAME		RELATIONSHIP	YEARS KNOWN
ADDRESS	CITY	STATE	PHONE

MISCELLANEOUS

GEOGRAPHICAL PREFERENCES	1.	2.	3.
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If approved, how soon could you begin training? _____

How did you first hear about Sir Chocolate? _____

By signing below, I warrant that all of the information submitted in connection with this Application, including any financial statements attached to this Application, are true and accurate as of the date below; and, I agree to notify Sir Chocolate, LLC of any material change in my personal, business or financial status while this Application is pending. I understand that this Application does not constitute an offer by Sir Chocolate, LLC to sell a franchise and that this information is being provided to Sir Chocolate, LLC solely for the purpose of evaluating my personal, professional and financial qualifications. **I consent to and acknowledge that in addition to any information provided by me Sir Chocolate, LLC may obtain and exchange background information relating to my personal and business records, including but not limited to my credit, tax litigation, property, corporate, criminal and driving records.** I understand that any false statement is sufficient cause for rejection of my application with Sir Chocolate, LLC.

Signature _____ Date _____

If you desire to provide additional information, please enclose when returning this form.

**PERSONAL DATA
CREDIT AUTHORIZATION**

(Please Print)

By signing below, I warrant that all of the information submitted in connection with this Application, including any financial statements attached to this Application, are true and accurate as of the date below; and, I agree to notify Sir Chocolate of any material change in my personal, business or financial status while this Application is pending. I understand this Application doesn't constitute an offer by Sir Chocolate to sell a franchise and this information is being provided to Sir Chocolate, LLC solely for the purpose of evaluating my personal, professional and financial qualifications. In connection with my application for a franchise with Sir Chocolate, LLC (hereafter the "COMPANY"), I authorize the procurement of a consumer credit and or consumer investigative report by COMPANY or on its behalf that will seek information as to my character, past employment and credit history. Further, I understand and agree that COMPANY may request information from various federal, state, and other agencies, including public and private sources that maintain records, concerning my past activities relating to driving record, credit history, criminal record, civil matters, previous employment, my educational background, as well as other past experiences. I authorize the release of this information without restriction to COMPANY and its respective officers, agents or employees.

I acknowledge that a telephone facsimile or copy of this release shall be as valid as the original. This release is valid for all persons and private entities, and all federal, state, county, and local agencies and authorities. I understand any false statement is sufficient cause for rejection of my application with Sir Chocolate, LLC.

Signature of Applicant

Social Security Number

(Full Name)

(Address)

(City, State, Zip Code)

(Home Phone)

(Date)

CO-OWNER PERSONAL DATA

PARTNERS WITH

NAME (LAST, FIRST, MIDDLE INITIAL)

MAILING ADDRESS

CITY, STATE, ZIP

HOME PHONE

WORK PHONE

FAX PHONE

EMAIL ADDRESS

MILITARY SERVICE BRANCH

HIGHEST RANK

DATE AND TYPE OF DISCHARGE

SPECIAL TRAINING, CITATIONS, AWARDS

EDUCATION

DATES ATTENDED

DEGREES

INSTITUTION

HIGH SCHOOL

COLLEGE

ADDITIONAL SCHOOLING

SOCIAL SECURITY NUMBER

U.S. CITIZEN YES NO

Have you ever been convicted of a crime – except traffic violations? YES NO
(If yes, please give details.) _____

Have you ever been involved in bankruptcy or taken advantage of insolvency laws? YES NO
(If yes, when, where, circumstance.) _____

Have you ever been refused a bond? YES NO (If yes, state reason.) _____

Are you an owner, defendant in any suits or legal actions? YES NO (If yes, explain.) _____

ORGANIZATIONS (BUSINESS, CIVIC, PROFESSIONAL)

ORGANIZATION

ELECTED OR APPOINTED OFFICE

By signing below, I warrant that all of the information submitted in connection with this Application, including any financial statements attached to this Application, are true and accurate as of the date below; and, I agree to notify Sir Chocolate of any material change in my personal, business or financial status while this Application is pending. I understand that this Application does not constitute an offer by Sir Chocolate to sell a franchise and that this information is being provided to Sir Chocolate solely for the purpose of evaluating my personal, professional and financial qualifications. **I consent to and acknowledge that in addition to any information provided by me, Express Services may obtain and exchange background information relating to my personal and business records, including but not limited to my credit, tax litigation, property, corporate, criminal and driving records.** I understand that any false statement is sufficient cause for rejection of my application with Sir Chocolate, LLC.

Signature _____ Date _____

If you desire to provide additional information, please enclose when returning this form.

CO-OWNER PERSONAL FINANCIAL DATA

ASSETS		LIABILITIES	
Cash in Banks		Notes Payable to Banks	
Accounts and Notes Receivable		Open or Revolving Accounts	
Stocks and Bonds		Installment Loans	
Profit Share Plan Vested		Taxes Owed	
Cash Value of Life Insurance		Owed against Life Insurance	
Real Estate Owned		Mortgages Owed	
Automobiles and Equipment		Other Liabilities	
Personal Property			
Other Assets			
TOTAL ASSETS		TOTAL LIABILITIES	
		NET WORTH (Assets Minus Liabilities)	

TOTAL INCOME HISTORY (PRINCIPAL & SPOUSE) FOR LAST 6 YEARS

Required only if **not** included in Personal Financial Data on page 2

YEAR	\$	YEAR	\$
YEAR	\$	YEAR	\$
YEAR	\$	YEAR	\$

BUSINESS AND EMPLOYMENT BACKGROUND

1. PRESENT OR LATEST POSITION		FROM	TO
COMPANY		TELEPHONE	
ADDRESS	CITY	STATE	ZIP
REPORT TO	JOB TITLE		
DUTIES			
SALARY: STARTING		ENDING	
2. NEXT PREVIOUS POSITION		FROM	TO
COMPANY		TELEPHONE	
ADDRESS	CITY	STATE	ZIP
REPORT TO	JOB TITLE		
DUTIES			
SALARY: STARTING		ENDING	
3. NEXT PREVIOUS POSITION		FROM	TO
COMPANY		TELEPHONE	
ADDRESS	CITY	STATE	ZIP
REPORT TO	JOB TITLE		
DUTIES			
SALARY: STARTING		ENDING	