FRANCHISE DISCLOSURE DOCUMENT

N&N Cookies Inc.
10 Park Place
Bronxville, New York 10708
info@cookiesncreamusa.com
www.cookiesncreamusa.com

The franchise offered in this Franchise Disclosure Document is for the operation of a bakery restaurant and kiosk.

The total investment necessary to begin operation of a Traditional Cookies N' Cream (hereinafter, the "Traditional Cookies N' Cream Business") is between $181,400 and $384,400. This includes between $41,500 and $47,500 that must be paid to us or our Affiliate. The total investment necessary to begin operation of a Traditional Cookies N' Cream Business area development franchise, for the development of three to five franchises, is between $211,400 and $444,400, which includes between $71,500 and $107,500, which must be paid to us or our Affiliates.

The total investment necessary to begin operation of a kiosk Cookies N' Cream (hereinafter, the "Kiosk Cookies N' Cream Business") is between $56,150 and $161,500. This includes $16,500 that must be paid to us or our Affiliate. You may not purchase a Kiosk Cookies N' Cream Business without also purchasing a Traditional Cookies N' Cream Business.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified this information contained in this document**.

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Joseph Edwards at 10 Park Place, Bronxville, New York 10708, info@cookiesncreamusa.com, and 914-329-3630.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contracts carefully. Show your contracts and this Franchise Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 28, 2026

How To Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Cookies N' Cream business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Cookies N' Cream franchisee?	Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit F.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks To Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Resolution.** The franchise agreement requires you to resolve disputes with us by mediation, arbitration and litigation only in New York. Out-of-state mediation, arbitration and litigation may force you to accept a less favorable settlement for disputes it may also cost you more to arbitrate and litigate with us in New York than in your own state.

2. **General Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

3. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

4. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor□s financial ability to provide services and support to you.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, "Cookies N' Cream," "we," "us," and "our" means N&N Cookies Inc., doing business as Cookies N' Cream, the franchisor. "You," "your," and "Franchisee" means the person who buys the franchise from Cookies N' Cream and its owners, if the Franchisee is a business entity.

Franchisor, Parent, and Affiliate

N&N Cookies Inc. is a New York domestic business corporation formed in February 2020. Our principal business address is 10 Park Place, Bronxville, New York 10708. We operate under our corporate name, "Cookies N' Cream." We have operated a business of the type to be operated since February 2020. We do not conduct business under any other name. We offer and support franchises for the Cookies N' Cream Business, and have done so since February 2020. We have not offered and do not offer franchises in any other line of business.

We have an affiliate, N&N Cookies 2 LLC, a New York limited liability company formed in April 2021 (our "Affiliate"). Our Affiliate's principal business address is 109 Mall Walk, Yonkers, New York 10704. Our Affiliate operates under the corporate name, "Cookies N' Cream." Our Affiliate does not conduct business under any other name. Our Affiliate has operated a corporate Cookies N' Cream location in Yonkers, New York since December 2021. Our Affiliate has not offered and does not offer franchises in any line of business.

We have no parents or predecessors.

Agents for Service of Process

Our agent for service of process for the State of New York is Joseph Edwards, 10 Park Place, Bronxville, New York 10708. Our agents for service of process for other states are identified in Exhibit F of this Franchise Disclosure Document. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above where we have appointed an agent for service of process. There may also be additional agents appointed in some states listed.

Cookies N' Cream Franchises

We offer franchises for Cookies N' Cream Businesses (collectively, the "Franchise") using our trade names, trademarks, service marks, associated logos and symbols ("Marks"), business system, procedures and trade secrets (collectively, the "System"). You will conduct a business offering a variety of food products and services for sale to the general public for consumption on the business' premises (the "Business"). The business offers fresh baked cookies, ice cream, cereal bar, coffee and a variety of drinks, and other products and services we may require from time to time (the "Approved Products and Services"). You must sign one of our standard Franchise Agreements, which is attached to this Franchise Disclosure Document as Exhibit A

(a "Franchise Agreement"). You may operate one (1) Cookies N' Cream Business, for each Franchise Agreement you sign. You may either operate a Traditional Cookies N' Cream franchise or a kiosk Cookies N' Cream franchise.

If you are interested in becoming a Cookies N' Cream franchisee, you may be asked to complete a confidential application and questionnaire when applying for consideration. This may include your authorization for us to do, at our discretion, various background checks on you, including making criminal and financial inquiries. This information will remain confidential.

Development Program

We offer and grant the right (the "Development Rights") to develop and operate multiple Cookies N' Cream Businesses within a certain defined geographic area (a "Development Area") in keeping with a "Development Schedule." We call this opportunity the "Area Development Program." We use our form of Area Development Addendum, and require those seeking to participate in it to sign three Franchise Agreements at the time they choose to participate in the Development Program. Under the Area Development Addendum, we defer the dates the franchisee has to open the Cookies N' Cream Business for the second and third Cookies N' Cream Businesses under their Development Schedule. We also agree not to place another Cookies N' Cream Business in the Development Area during the Development Schedule, provided they are in compliance with the Development Addendum. The current form of Area Development Addendum is attached as Exhibit B to this Disclosure Document. Upon establishing each additional outlet under the Development Schedule, Area Developers may be required to sign a then-current Franchise Agreement, which may differ from the current Franchise Agreement, attached as Exhibit A to this Disclosure Document. For the first outlet, though, you are required to sign the current Franchise Agreement, attached as Exhibit A to this Disclosure Document.

Market Competition

The market for the goods and services offered by a Cookies N' Cream Business is well-established business and is very competitive. As a Cookies N' Cream Franchisee you will be competing with a variety of food service establishments which may have financial, personnel, and technical resources far greater than us or you, including casual restaurant chains and quick-service chains. In addition, your competitors will include other fast-casual restaurants that offer quick-service meals, snacks, desserts, and other related food items. Some of these competitors are larger, international companies and may include other franchised restaurants, offering similar types of food products. This is a very well-developed market and you will be operating your Cookies N' Cream Franchise in this highly competitive environment.

Industry Regulations

The restaurant industry is highly regulated at the federal, state, and local levels. These laws and regulations include design and construction requirements and permits, including the Americans with Disabilities Act of 1990 which requires readily accessible accommodations for disabled persons. Such laws and regulations may affect your building construction, site design, entrance

ramps, doors, seating, and bathrooms, among other things. In addition, restaurants must comply with a number of health and safety laws and regulations concerning the preparation, storage, and service of food products. This includes various advertising and product and menu labeling requirements, each of which may impose additional compliance costs and may impact the conduct of your Cookies N' Cream Business. You should investigate the applicability of these and possibly other regulations in the area in which you are interested in locating your Business and should consider both their effect and cost of compliance.

Your Cookies N' Cream Business will be subject to other laws and regulations, including state and local licensing, zoning and land use regulations. You must obtain real estate permits, where applicable, licenses and operational licenses, including, where applicable, licenses relating to the sale of alcohol. Most states also have "dram shop" laws which make bars and restaurants liable to persons injured by an intoxicated customer. You are also subject to employment laws such as the Fair Labor Standards Act and various state laws governing minimum wages, employee tip reporting, overtime and working conditions. You will also be subject to other laws or regulations that are not specific to the industry, but which apply to businesses generally.

We do not assume any responsibility for advising you on regulatory or legal matters. You should consult with your attorney about laws and regulations that may affect your Cookies N' Cream Business.

ITEM 2
BUSINESS EXPERIENCE

Joseph Edwards – President

Mr. Edwards has served as our President since Cookies N' Cream's formation in August 2019. Mr. Edwards has served as the owner of Graceland Florist in Mt. Vernon, New York from Octobr 1993 to present.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fees

Cookies N' Cream Business Initial Franchise Fee

If you are purchasing a Traditional Cookies N' Cream Business, You must pay us an initial franchise fee (the "Initial Franchise Fee") of $40,000 when you sign the Franchise Agreement.

If you are purchasing a Kiosk Cookies N' Cream Business, You must pay us an Initial Franchise Fee of $15,000 when you sign the Franchise Agreement. In order to purchase a Kiosk Cookies N' Cream Business, you must first own a Traditional Cookies N' Cream Business. You may not purchase a Kiosk Cookies N' Cream Business without also purchasing a Traditional Cookies N' Cream Business. The Initial Franchise Fee is deemed fully earned by us once paid and is non-refundable.

We offer a 25% discount on Initial Franchise Fees for individuals who are an honorably-discharged Veteran of U.S. Armed Forces and provide us a copy of DD214 for any operating principal of the Franchisee.

Location Assessment Fee

Before we begin reviewing any site you propose for your Cookies N' Cream Franchised Business, you must pay us a Location Assessment Fee of $1,500 (the "Location Assessment Fee") for that proposed site. The Location Assessment Fee compensates us for our time, resources, and out-of-pocket costs in performing a location assessment of the site you propose. The Location Assessment Fee is payable on a per proposed site basis. Each time you submit a new site for our review, you must pay an additional $1,500 Location Assessment Fee for that site before we begin any review or site-selection assistance with respect to that site. The maximum amount to be paid will be $7,500, for a Traditional Cookies N' Cream Business, , assuming you submit five (5) proposed locations, and $1,500 for a Kiosk Cookies N' Cream Business. The Location Assessment Fee is uniform and is charged to all franchisees that sign a Franchise Agreement on or after the issuance date of this Disclosure Document.

Training Fee

All managers of any Cookies N' Cream Business shall either travel to our headquarters for up to six (6) days of training, including up to three (3) days of pre-opening training and up to four (4) days of post-opening training, or, upon request and in our sole discretion, receive training at the Cookies N' Cream Business. The training fee for anyone beyond the initial Operating Principal, manager, and one (1) other staff is $250 per person, per day, not including travel, lodging, or other costs. This training is required only one (1) time per person and we reserve the right to pre-approve all individuals who seek to participate in our training program. The Training Fee is deemed fully earned by us once paid and is non-refundable.

Development Rights

When you sign the Area Development Agreement ("ADA") to develop multiple Franchised Businesses in the Development Area, you must pay us a development fee. You must commit to developing at least three Franchised Businesses under the Area Development Agreement.

The development fee is calculated based on the total number of locations, you commit to develop under the Area Development Agreement ("Development Fee"). The initial franchise fee for the first unit under a Area Development Agreement will be $40,000, and the initial franchise fee for each additional unit after the first will be reduced to $30,000. You will pay a deposit of 50% of the reduced initial franchise fee for each additional unit to be developed. For example, if you commit to developing the minimum of three Franchised Businesses, the Development Fee is calculated as $40,000 + (2 x $15,000 = $30,000) = $70,000.

ITEM 6
OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Continuing Service Royalty[2]	6% of Gross Revenue	Weekly, on Wednesday, via ACH for the previous week.	Based on Gross Revenues (as defined herein) during the previous week.
Brand Fund	1% of Gross Revenues	Weekly, on Wednesday, via ACH for the previous week.	Based on Gross Revenues during the previous week. See Item 11 for a detailed discussion about the Brand Fund.
Local Marketing Requirement	1.5% of Gross Revenue	As incurred.	Local marketing requirements are discussed in Item 11. Any marketing materials you wish to use must first be approved by us. If you fail to spend the local marketing requirement in any given period, you will be required to pay the difference to the Brand Fund Contribution.
National Franchise Convention Fee	Up to $500	Annually	Payable to us.

Additional Training or Assistance	Currently, we charge $250 per person, per day plus expenses for training at our location, and $250 per person, per day plus expenses for training at your Business. This fee will not increase by more than 20% per year.	When training or assistance begins.	We may charge you for training newly-hired personnel; for refresher training courses; for the annual convention; and for additional or special assistance or training you need or request. For all training sessions and conferences, you must pay for your trainees' and representatives' salaries and benefits, and for their travel, lodging and meal expenses.
Transfer Fee	The greater of 30% of our then-current initial franchise fee or 5% of the sales price.	Before transfer completed.	No charge if Franchise Agreement transferred to an entity you control.
Renewal Fee	20% of the then-current franchise fee.	At time of renewal.	
Relocation Assistance	Cost of relocation	At time of assistance	If you need our assistance to relocate.
Testing of Products or Approval of new Suppliers	Not to exceed $1,000.	When billed.	This covers the costs of testing new products or inspecting new suppliers you propose to us.
Audit	Cost of inspection.	15 days after billing.	Due if you do not give us reports, supporting records or other required information, or if you understate required Continuing Support and Royalty payments or Fund contributions by more than 2%.
Interest	Lesser of 1.5% per month or highest commercial contract interest rate law allows.	15 days after billing.	Due on all overdue amounts.

Maintenance and Refurbishing of Business	You must reimburse our expenses.	15 days after billing.	If, after we notify you, you do not undertake efforts to correct deficiencies in Business appearance, then we can undertake the repairs and you must reimburse us.
Software Fee	Currently $200; up to $500 per month.	Monthly	This includes our POS system. Includes delivery, software, and accounting.
Insurance	You must reimburse our costs.	15 days after billing.	If you fail to obtain insurance, we may obtain insurance for you and you must reimburse us.
Insufficient Funds	$75	As incurred.	Due if you have insufficient funds in your EDTA to cover a payment, or if you pay by check, a check is returned for insufficient funds.
Cost of Enforcement	All costs including reasonable attorneys' fees.	Upon demand.	You must reimburse us for all costs in enforcing obligations if we prevail, under both the Franchise Agreement and Regional Area Development Agreement.
Management Fee	$250 per person per day (plus costs and expenses).	As incurred.	Due when we (or a third party) manage your Business after your managing owner's death or disability, or after your default or abandonment.
Indemnification	Will vary.	As incurred.	You must reimburse us if we are held liable for claims from your Business' operation.

Notes:

1. All fees paid to us pursuant to this Franchise Disclosure Document are uniform and non-refundable. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We can require an alternative payment method and frequency for any fees or amounts owed to us under the Franchise Agreement.

2. As used in the Franchise Agreement, "Gross Revenues" means the total selling price of all services and products sold at or from your Cookies N' Cream Business (not adjusted for credit card fees), including the full value of any gift certificate redeemed at your Cookies N' Cream Business or coupon sold for use at your Cookies N' Cream Business (fees retained by or paid to third-party sellers of such gift certificates or coupons are not excluded from calculation), and all income and revenue of every other kind and nature related to the Cookies N' Cream Business operation, whether for cash or credit, but excluding taxes collected from customers and paid to taxing authority, and reduced by the amount of any documented refunds, credits, allowances, and chargebacks the Business in good faith gives to customers.

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ITEM 7
YOUR ESTIMATED INITIAL INVESTMENT

Traditional Cookies N' Cream

Expenditure	Estimated Range		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Initial Franchise Fee[(1)(2)]	$40,000		As arranged	As incurred	To Us
Real Estate Rent Deposits and Pre-Paid Expenses[(3)]	$6,000	$18,000	As arranged	As incurred	To third party
Furniture, Fixtures, and Décor	$5,000	$12,000	As arranged	As incurred	To third party
Construction of Leasehold Improvements[(3)]	$50,000	$140,000	As arranged	As incurred	To third party
Inventory and Supplies[(4)]	$25,000	$35,000	As arranged	As incurred	To third party
Signage[(5)]	$2,000	$8,000	As arranged	As incurred	To third party
Computer and POS System[(6)]	$1,000	$2,000	As arranged	As incurred	To third party
Grand Opening Advertising[(7)]	$10,000	$10,000	As arranged	As incurred	To third party
Insurance (3 months) [(8)]	$900	$900	As arranged	As incurred	To third party
Equipment, TV, Cameras, and other Supplies	$15,000	$60,000	As arranged	As incurred	To third party
Travel and Living Expenses While Training[(9)]	$1,000	$3,500	As arranged	As incurred	To third party
Accountant and Attorney Fees[(10)]	$2,000	$4,000	As arranged	As incurred	To third party
Architectural/ Engineering[(11)]	$5,000	$10,000	As arranged	As incurred	To third party
Business Licenses and Permits[(12)]	$2,000	$3,500	As arranged	As incurred, before signing lease	To third party
Additional Funds (3 Months) [(13)]	$16,500	$37,500	As arranged	As incurred	To third party
TOTAL ESTIMATED INITIAL INVESTMENT	**$181,400**	**$384,400**			

Kiosk Cookies N' Cream

Expenditure	Estimated Range		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Initial Franchise Fee[1][2]	$15,000		As arranged	As incurred	To Us
Real Estate Rent Deposits and Pre-Paid Expenses[3]	$1,000	$10,000	As arranged	As incurred	To third party
Construction of Leasehold Improvements[3]	$5,000	$60,000	As arranged	As incurred	To third party
Furniture, Fixtures, and Décor	$1,000	$3,000	As arranged	As incurred	To third party
Inventory and Supplies[4]	$10,000	$15,000	As arranged	As incurred	To third party
Signage[5]	$1,000	$2,500	As arranged	As incurred	To third party
Computer and POS System[6]	$1,000	$2,000	As arranged	As incurred	To third party
Grand Opening Advertising[7]	$250	$2,000	As arranged	As incurred	To third party
Insurance (3 months)[8]	$900	$900	As arranged	As incurred	To third party
Travel and Living Expenses While Training[9]	$0	$0	As arranged	As incurred	To third party
Accountant and Attorney Fees[10]	$750	$1,500	As arranged	As incurred	To third party
Architectural/ Engineering[11]	$750	$5,000	As arranged	As incurred	To third party
Equipment, TV, Cameras, and other Supplies	$15,000	$35,000	As arranged	As incurred	To third party
Business Licenses and Permits[12]	$2,000	$3,000	As arranged	As incurred, before signing lease	To third party
Additional Funds (3 Months) [13]	$2,500	$6,500	As arranged	As incurred	To third party
TOTAL ESTIMATED INITIAL INVESTMENT	**$56,150**	**$161,500**			

Traditional Cookies N' Cream Area Development Program

Expenditure	Estimated Range		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Initial Investment for Your Initial Business	$181,400	$384,400	See Chart Above		
Area Development Fee	$30,000 (3 Territories)	$60,000 (5 Territories)	Lump Sum	Upon entering into Area Development Agreement	To Us
TOTAL ESTIMATED INITIAL INVESTMENT UNDER THE AREA DEVELOPMENT PROGRAM[(10)]	**$211,400**	**$444,400**			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Cookies N' Cream Business for three (3) months. We do not offer direct or indirect financing for these items. The availability and terms of financing from third-parties depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and the lending policies of financial institutions from which you may request a loan.

1. All fees paid to us pursuant to this Franchise Disclosure Document are uniform and non-refundable. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers.

2. We discuss the Initial Franchise Fees in detail in Item 5 of this Franchise Disclosure Document. Your estimated total investment for each additional Cookies N' Cream Business will be reduced by the reduction in Initial Franchise Fees and possibly other costs such as professional fees and travel expenses. NOTE: You may not purchase a Kiosk Cookies N' Cream Business without also purchasing a Traditional Cookies N' Cream Business.

3. The cost of leasehold improvements will vary depending on many factors, including: (a) the size and configuration of the premises; (b) pre-construction costs (including demolition of existing walls and removal of existing improvements and fixtures); and (c) cost of materials and labor, which may vary based on geography and location or whether you must use union labor for the build-out of your Restaurant. These amounts may vary substantially based on local conditions, including the availability and price of labor and materials. These costs may also vary depending on whether certain of these costs will be incurred by the landlord or through landlord tenant improvement contributions, and the condition of the space before you take possession of the premises. Our estimate is based on a standard square footage range of 700 square feet to $1,000 square feet of interior retail space for a Traditional Cookies N' Cream

Business and approximately 300 square feet of interior retail space for a Kiosk Cookies N' Cream Business. The low end of our estimate assumes that you have leased space that previously operated as a food service business and that you will convert to a Company Name Restaurant. The high end of our estimate assumes that you have leased a "vanilla box" space and that more improvements are required. Our estimate does not include any tenant improvement allowance that you may negotiate. These costs include a walk in, hoods and fixtures.

4. You must purchase an initial inventory of products and promotional items as we require in the Manual or otherwise in writing, from Approved Suppliers.

5. You must purchase wall signage for the exterior of any leasehold space, an interior sign (such as a logo graphic for the window(s)), and interior brand identification such as wall graphics. The estimate varies based on the size of the exterior façade.

6. You must purchase certain computer equipment as we require in the Manual or otherwise in writing from Approved Suppliers. This estimate does not include transportation or set-up charges.

7. You must purchase certain items, materials or services that we require in the Manual or otherwise in writing for your Grand Opening.

8. You must obtain and maintain, at your own expense, the insurance coverage we require and satisfy other insurance-related obligations. The amounts listed in this table reflect our estimate of basic insurance for your first month of operation, and is based upon the experience of our Affiliated Entity. Additional information regarding insurance needs, including coverage limits, can be found in Item 8 to this Franchise Disclosure Document. Includes required coverages such as general liability, property, workers' compensation, and now business interruption insurance (minimum 12 months coverage) to meet franchise and lease obligations.

9. This estimate is for the cost of two (2) people to attend initial training in Bronxville, New York. You are responsible for the travel and living expenses, wages, and other expenses incurred by your trainees during initial training. For a Kiosk Cookies N' Cream Business, this will only be by car. The actual cost will depend on your point of origin, method of travel, class of accommodations, and dining choices.

10. You must obtain state and local licenses and business licenses. You may have to post bonds in order to obtain certain governmental permits.

11. You will be responsible for employing an architect or engineer to prepare drawings and specifications.

12. The estimate includes the cost of acquiring business licenses and permits. Your costs will vary depending upon your Business's location.

13. The figures set forth herein are estimates of a complete investment in opening a Cookies N' Cream Business and operating it for three (3) months after you open for business. The cost of the Location Assessment Fee (as set forth in Item 5) is included in this estimate. This estimate is based on the experience of our corporate/affiliate-owned locations.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Cookies N' Cream Business according to our System and specifications. Except as described below, however, we do not require you to purchase or lease goods, services, supplies, fixtures, equipment, inventory, or real estate for your Cookies N' Cream Business from us or any affiliate, or an Approved Supplier.

Approved Products and Services

You may only market, offer, sell, and provide the approved services, as well as any related merchandise and other products that we authorize for sale in conjunction with the Approved Products and Services. We will provide you with a list of our then-current Approved Products and Services, along with their standards and specifications, as part of the Manuals or otherwise in writing prior to the opening of your Franchised Business. We may update or modify this list in writing at any time.

If you wish to offer any product or service in your Franchised Business other than our Approved Products and Services, or use any item in connection with your Franchised Business that does not meet our System standards and specifications, then you must obtain our prior written approval as described more fully in this Item.

Approved Suppliers

We have the right to require you to purchase any items or services necessary to operate your Franchised Business from a supplier that we approve or designate (each, an "Approved Supplier"), which may include us or our affiliate(s). We will provide you with a list of our Approved Suppliers in writing as part of the Manuals or otherwise in writing, and we may update or modify this list as we deem appropriate. At present, we have only one (1) Approved Suppliers for social media and for commercial real estate, and you will required to use these Approved Suppliers.

Except as provided in this paragraph, neither we nor any of our officers own an interest in any of our Approved Suppliers. However, we reserve the right to require you to purchase additional items from us or our affiliates in the future.

We may develop proprietary products for use in your Franchised Business, including private-label products that bear our Marks, and require you to purchase these items from us or our affiliate(s).

If you wish to purchase a product or service that we require you to purchase from an Approved Supplier from an alternate source, then you must obtain our prior written approval as outlined more fully in this Item. We may provide our standards and specifications for our Approved Products

and Services directly to our Approved Suppliers, and may provide these standards and specifications to an alternative supplier you propose if: (i) we approve the supplier in writing as outlined more fully in this Item; and (ii) the alternative supplier agrees to sign our prescribed form of non-disclosure agreement with respect to any confidential information we disclose.

Required Purchases and Right to Derive Revenue

The products or services we require you to purchase or lease from an Approved Supplier, or purchase or lease in accordance with our standards and specifications, are referred to collectively as your "Required Purchases." We estimate that your Required Purchases, purchases from Approved Suppliers and purchases that must meet our specifications in total will be about 75% of your total purchases to establish the Business and about 90% of your purchases to continue the operation of the Business. Please be advised that these percentages do not include the lease payments that you make in connection with your premises.

We and our affiliates reserve the right to derive revenue from any of the purchases (items or services) that our System franchisees are required to make in connection with the Franchised Business. If we decide to derive revenue from any of the purchases, such revenue will be a percentage of total amounts paid. In our last fiscal year, ending on December 31, 2025, we did not receive any payments from franchisees for the purchases and leases of products and services.

We and/or our affiliate(s) receive payments from Approved Suppliers or any other suppliers on account of these suppliers' dealings with us, you, or other Franchised Businesses in the System, such as rebates, commissions or other forms of compensation. In our last fiscal year, ending on December 31, 2025, we and our affiliates received $5,292.61 in payments from Approved Suppliers. This was 2.50% of our total revenue of $211,337, as reported in our most recent audited financial statements. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliates may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and our franchisees.

Non-Approved Product/Service and Alternate Supplier Approval

We may, but are not obligated to, grant your request to: (i) offer any products or services in connection with your Franchised Business that are not Approved Products and Services; or (ii) purchase any item or service we require you to purchase from an Approved Supplier from an alternative supplier.

If you wish to undertake either of these actions, you must request and obtain our approval in writing before: (i) using or offering the non-approved product or service in connection with your Franchised Business; or (ii) purchasing from a non-approved supplier. You must pay our then-current supplier or non-approved product evaluation fee when submitting your request, as well as cover our costs incurred in evaluating your request. We may ask you to submit samples or information so that we can make an informed decision whether the goods, equipment, supplies or supplier meet our specifications and quality standards. In evaluating a supplier that you propose to us, we consider not only the quality of the particular product at issue, but also the supplier's

production and delivery capability, overall business reputation and financial condition. We may provide any alternate supplier you propose with a copy of our then-current specifications for any product(s) you wish the supplier to supply, provided the supplier enters into a confidentiality and non-disclosure agreement in the form we specify. We may also inspect a proposed supplier's facilities and test its products and/or services, and request that you reimburse our actual costs associated with the testing/inspection.

We will notify you in writing within 30 days after we receive all necessary information and/or complete our inspection or testing to advise you if we approve or disapprove the proposed item and/or supplier. The criteria we use in approving or rejecting new suppliers is proprietary, but we may (although are not required to) make it available to you upon request. Each supplier that we approve must comply with our usual and customary requirements regarding insurance, indemnification and non-disclosure. If we approve any supplier, we will not guarantee your performance of any supply contract with that supplier under any circumstances. We may re-inspect and/or revoke our approval of a supplier or item at any time and for any reason to protect the best interests and goodwill of our System and Marks. The revocation of a previously-approved product or alternative supplier is effective immediately when you receive written notice from us of revocation and, following receipt of our notice, you may not place any new orders for the revoked product, or with the revoked supplier.

Purchasing Cooperatives and Right to Receive Compensation

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and Approved Suppliers on behalf of the System. We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the Business in our System. If we do establish those types of alliances or programs, we may: (i) limit the number of approved suppliers with whom you may deal; (ii) designate sources that you must use for some or all products, equipment and services; and (iii) refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System.

We and/or our affiliate(s) may receive payments or other compensation from Approved Suppliers or any other suppliers on account of these suppliers' dealings with us, you, or other Franchised Businesses in the System, such as rebates, commissions or other forms of compensation. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliates may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and/or our franchisees.

We reserve the right to create additional purchasing cooperatives in the future. We may negotiate volume purchase agreements with some vendors or Approved Suppliers for the purchase of goods and equipment needed to operate the Business.

Franchise Compliance

When determining whether to grant new or additional franchises, we consider many factors, including your compliance with the requirements described in this Item 8. You do not receive any further benefit as a result of your compliance with these requirements.

Specifications and Standards

Equipment and Supplies

You must purchase or lease certain equipment and supplies meeting our specifications. Also, you must purchase or lease initial equipment and supplies in amounts that we recommend, to use our experience in the business and to provide proper initial planning, training, operation and record keeping. The initial equipment and supplies that must meet our specifications are identified in our manuals. Any signs, logos, emblems, or pictorial materials using our trademarks must meet our specifications.

Site Selection Criteria

You must find a site for your business that meets our site selection criteria as stated in Item 11 within 120 days after signing your Franchise Agreement. We will not unreasonably withhold approval of any site that meets our standards. Our approval of a site is not a representation or warranty that your business will be profitable or that your revenues will attain any predetermined levels. Approval is intended only to indicate that the proposed site meets our minimum criteria for identifying sites. You agree that our approval or disapproval of a proposed site does not impose any liability on us.

Lease of the Site and Signs

We must approve of any lease or sublease for the site for your business, and your lease or sublease must include the Rider attached to the Franchise Agreement included herewith. At least one (1) exterior sign of stated design and size, if permitted by local sign ordinances, must be used for the premises.

Design Specifications

We may provide you with specifications for design, decoration, layout, equipment, furniture, fixtures and signs for your Cookies N' Cream Business, but all items may be purchased from any source unless otherwise noted in this Item 8.

Maintenance and Repairs

You must uniformly maintain your Cookies N' Cream Business to the degree of sanitation, repair, appearance, condition and security as stated in our manuals, as they may be updated from time-to-time. You must make additions, alterations, repairs and replacements to your Cookies N' Cream Business as reasonably required for that purpose, including periodic repainting changes in appearance, upgrades and repairs to equipment, and replacement of obsolete signs as we reasonably direct. We cannot estimate these costs for you since the square footage and actual uses of each facility will vary. Maintenance is generally less expensive than replacement. You must meet and maintain the safety standards and ratings applicable to the operation of your Cookies N' Cream Business as we reasonably require.

Renovation and Upgrading

You must abide by our requirements on alterations, remodeling, upgrading or other improvements to your Cookies N' Cream Business. The requirements will not exceed those applicable to new franchised, affiliate-owned units, and company-owned units; and will not generally occur more frequently than every four (4) years. You will be responsible for the cost of changes or additions.

Modifications of Specifications

Our standards and specifications are found in our manuals. We may modify our specifications on reasonable written notice to you. We will consider your written request for a modification of a specification, if you explain the reason for the requested modification and provide us with sufficient technical data to enable us to evaluate your request. We will provide you with notification of approval or disapproval within 30 days after receipt of your request. We will approve a request if we determine that a modified specification is appropriate or that any equipment or supply meets our specifications then in effect. We may perform tests to determine any requested modification meets our specifications. We may charge you a fee to cover our reasonable costs and expenses in evaluating any request, or conducting tests in order to grant our approval.

Insurance

You must obtain and maintain insurance, at your expense, as we require, in addition to any other insurance required by applicable law, your landlord, or otherwise. We may periodically change the amounts of coverage required under the insurance policies and require different or additional kinds of insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances, if the changes apply to all Cookies N' Cream Business. Each insurance policy must name us and entities and persons affiliated with us as additional insureds. On our request, you must provide us with copies of all insurance policies together with proof of payment for insurance. You must send to us current certificates of insurance and copies of all insurance policies on an annual basis. Before you open your Cookies N' Cream Business, you must furnish us with a certificate of insurance showing compliance with the insurance requirements. Currently, you must have the following insurance at a minimum:

- Comprehensive general liability insurance with limits of at least $1,000,000 per person per occurrence (and $2,000,000 aggregate for bodily injury) and at least $50,000 for property damage per occurrence;

- Personal injury and advertising injury insurance with limits of at least $1,000,000 per occurrence;

- Employer Practices Liability insurance with limits of at least $1,000,000;

- An Umbrella Liability insurance policy with a limit of at least $1,000,000;

- "All risk" insurance on the premises, equipment and supplies, for loss or damage by fire, windstorm, flood, casualty, theft and other risk usually insured against by the owners or lessors of similar property, for at least 100% of the replacement cost of the property. Unless you obtain a written waiver from us, any Cookies N' Cream Business sustaining loss or damage must be repaired, restored, or rebuilt within 60 days after the date of the loss or damage;

  Automobile liability insurance on each vehicle used in the business within the minimum coverage limits as required by the law of the state or jurisdiction in which you are engaged in business.

- Business Interruption Insurance in an amount necessary to satisfy your obligations under the Franchise Agreement and lease for the Franchised Business location, for a minimum of 12 months.

Worker's compensation or similar insurance as required by the law of the state or jurisdiction in which you are engaged in business. This insurance must be maintained for trainees, as well as for those employed or engaged in the operation of your Cookies N' Cream Business, if required by your state or jurisdiction.

Computer System

You must purchase the computer system that we specify, including computer hardware, software, point of sale system, inventory control systems, and high-speed network connections (collectively, the "Computer System"). The component parts of the Computer System must be purchased from Approved Suppliers. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must sign any software license agreements that we or the licensor of the software require and any related software maintenance agreements. Currently, we require you to utilize the Clover point-of-sale (POS) system, including associated hardware and software, at an initial cost of approximately $600-$750, plus a monthly fee for POS support and

maintenance. The Computer System is described in more detail in Item 11 of this Disclosure Document.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Franchise Disclosure Document.

Obligation		Section in Franchise Agreement	Item in Franchise Disclosure Document
a.	Site selection and acquisition/lease	Sections 4.2, 7.2, Section 3 of the Area Development Agreement ("ADA")	Items 5, 7 & 11
b.	Pre-opening purchases/leases	Sections 4.2 and 7.2	Items 7
c.	Site development and other pre-opening requirements	Section 7.2	Items 7 & 11
d.	Initial and ongoing training	Section 5.2	Items 11
e.	Opening	Sections 7.2, 7.3 and 7.6.1	Items 6 & 7
f.	Fees	Section 6	Items 5, 6 & 7
g.	Compliance with standards and policies/ Operations Manual	Sections 5.4, 5.6, 7.1 and 7.3	Items 11
h.	Trademarks and proprietary information	Section 8.1	Items 13 & 14
i.	Restrictions on products/services offered	Sections 5.6 and 7.3.3	Items 8& 16
j.	Warranty and customer service requirements	Not Applicable	Not Applicable
k.	Territorial development & sales quotas	Not Applicable	Not Applicable
l.	Ongoing products/service purchases	Sections 7.3.3 and 7.5.4.2	Items 8 & 16
m.	Maintenance, appearance, and remodeling requirements	Section 7.3.6	Items 11
n.	Insurance	Section 7.7	Items 7
o.	Advertising	Sections 5.5, 7.1.3 and 7.6	Items 6 & 11
p.	Indemnification	Section 8.5	Items 6, 13 & 14
q.	Owner's participation/management/staffing	Sections 7.4 and 7.5	Items 11 & 15

r.	Records and reports	Section 7.6	Items 6
s.	Inspections and audits	Section 6.5	Items 6 & 11
t.	Transfer	Sections 6.8 and 9	Items 17
u.	Renewal	Section 4.6.2	Items 17
v.	Post-termination obligations	Section 10.3	Items 17
w.	Non-competition covenants	Sections 8.6 and 10.3	Items 17
x.	Dispute resolution	Section 11	Items 17

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease, or any of your obligations.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, N&N Cookies Inc. is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your Cookies N' Cream Business, we (or our designee) will provide the following assistance and services to you:

(1) Designate your Territory (See Sections 4.3 and 7.2 of the Franchise Agreement);

(2) Loan you one (1) copy of the Confidential Operations Manual. The Confidential Operations Manual contains approximately 112 pages. The table of contents for the Confidential Operations Manual is attached to this Franchise Disclosure Documents as Exhibit E (See Section 5.4 of the Franchise Agreement);

(3) Provide site selection guidelines and criteria and provide site selection assistance to determine an acceptable location for your Cookies N' Cream Business. While we approve the site pursuant to our guidelines, You are solely responsible for selecting your site (See Section 7.2 of the Franchise Agreement);

(4) Within 30 days of your signing the approved lease or location purchase, we will provide you with access to prototype design plans, specifications, décor and layout for a Business, including requirements for design, color, scheme, image, interior layout and operation assets that include fixtures equipment interior signs and furnishings. We may also designate additional suppliers of goods and services (See Section 7.3 of the Franchise Agreement);

(5) Assist you in implementing an opening marketing initiative for your Cookies N' Cream Business (See Section 5 of the Franchise Agreement);

(6) We, or our designee, will provide instruction and assistance prior to the opening of your Cookies N' Cream Business and immediately following the opening by telephone or in-person, as we determine in our sole discretion (See Sections 5.2 and 5.5 of the Franchise Agreement); and

(7) Provide an initial training program ("Initial Training Program") as described below.

Post-Opening Obligations

During the operation of your business, we may:

(1) Provide periodic telephone and electronic mail assistance on daily operations, marketing, advertising, personnel and other operating issues that you encounter, and provide review and analyses of your operations (See Section 5.3 of the Franchise Agreement);

(2) Update the manuals to incorporate improvements and new developments in the System. These revisions may be made at any time (See Section 5.4 of the Franchise Agreement);

(3) Make available to you initial training of replacement managers at a location that we determine. We may charge you a fee for this training. (See Section 5.2.1 of the Franchise Agreement);

(4) Advise as to source of supply for equipment, services, supplies, products and materials, and make reasonable efforts to negotiate, enter into and maintain contracts for equipment, supplies and services for your purchase (See Sections 5.6 and 7.3.3 of the Franchise Agreement) We will provide guidance regarding maximum and minimum pricing, subject to applicable law; however, you may ultimately determine your pricing;

(5) Assist you with sales promotions and administer a system-wide Brand Fund (See Section 7.5.3 of the Franchise Agreement) (See Brand Fund below);

(6) At our option, provide access to our manuals, franchisee resources and company news (See Sections 5.2.3 and 5.4 of the Franchise Agreement);

(7) At our option, maintain a website and provide you with a standard web page on the website (See Section 7.5.4 of the Franchise Agreement); and

(8) Provide you access to print and television advertisements, if and when they exist, for use by you (See Section 5.5 of the Franchise Agreement).

Advertising and Promotion

Brand Fund

You are currently required to contribute 1% of Gross Revenues each week and all payments are due weekly, by Wednesday, via ACH, as further detailed in Item 6 to our system-wide advertising and promotions fund ("Brand Fund"). All franchises will contribute on an equal basis to the Brand Fund. The Brand Fund will be intended to promote the services of the System. We may administer the Brand Fund and all programs that the Brand Fund finances. We will use the Brand Fund for public relationships and the development and placement of print, electronic media and web-based advertising. We may use most of the Brand Fund for in-house advertising or using a regional advertising agency. We will not use the Brand Fund to solicit prospective franchisees, but we may use the Brand Fund to develop a website and social media platforms. We may use an outside advertising agency to create and place advertising, and handle public relations. The Brand Fund will advertise locally, regionally and nationally, as we decide in our sole discretion, to promote the System.

We will account for the Brand Fund separately from our other funds each year. The Brand Fund will not be audited, but we will prepare an annual unaudited financial statement of the Brand Fund that will be available on your request about 120 days after the end of the fiscal year. Other than reimbursement for reasonable costs and overhead incurred in activities for the administration or direction of the Brand Fund, which may include prorated salary and benefits of any personnel who manage and administer the Brand Fund, meeting costs and similar expenses, neither we nor any affiliate will receive any payment for providing services or products to the Brand Fund. We may, but are not required to, collect for deposit into the Brand Fund any advertising, marketing or similar allowances paid to us for that purpose by suppliers who deal with your Cookies N' Cream Business.

In the year ending December 31, 2025, we collected $50,100 in Brand Fund monies, which were used as follows: 11.9% was spent on developing a new website, 69.8% was spend on social media, 6.5% was spent on influencers, 5.5% was spent on accounting, and 5.9% was spent on product development.

Franchise Advisory Council

We have established a Franchise Advisory Council (the "FAC") that serves as a non-binding forum through which we may obtain input from selected franchisees on operational, marketing, product, and other System-related matters. The FAC is advisory only. All members are appointed by us, in our sole discretion, from among franchisees who meet the eligibility criteria set forth in the FAC Bylaws (Exhibit H). We may modify, suspend, reorganize, or dissolve the FAC at any time, and we are not obligated to adopt or follow any FAC recommendation. The FAC does not represent franchisees and has no authority to bind us, the FAC, or any franchisee. There is no fee to participate; however, FAC members are responsible for their own travel and related expenses. A copy of the current FAC Bylaws is attached as Exhibit H.

Local Advertising

You are required to spend at least 1.5% of Gross Revenue per month on local advertising each month, as outlined in Item 7 of this Franchise Disclosure Document.

You must submit to us, for our approval, all media and materials to be used for local advertising, unless the media and/or materials have been approved before or unless we provided the materials to you. All materials containing our proprietary marks must include the designation service mark SM, trademark ™, registered trademark ®, copyright ©, or any other designation we specify. If you do not receive written or oral approval of any materials submitted within 30 days from the date we receive the materials, the materials are disapproved. We may require you to withdraw and/or discontinue the use of any promotional materials or advertising, even if previously approved. We must make this requirement in writing, and you have 5 days after receipt of our notice to withdraw and/or discontinue use of the materials or advertising. Your submission of advertising for our approval does not affect your right to determine the prices at which you sell your services.

You may have as many telephone numbers and telephone directory listing for the franchised business as you choose; however, you acknowledge and agree that we will own all rights and interest in each telephone number (regardless of whether such telephone number pre-existed any Franchise Agreement) and telephone directory listing, email address, domain name, social media platform, and comparable electronic identify that is associated in any manner with your Franchise and/or with any Mark ("Listing"). You acknowledge and agree that all goodwill arising from or in connection with the use of each Listing will inure to our benefit. Promptly after expiration, termination, repurchase or transfer of the Franchise, you will notify each telephone or Internet Service Provider ("ISP") with whom you have any Listing and direct them to transfer the Listing to us, or any persons we designate, at your expense; and you agree to execute all documents necessary to complete these transfers.

You must include in any significant display advertisements, and in marketing materials for your Cookies N' Cream Business, a notice that your Cookies N' Cream Business is individually owned and operated. Subject to any legal restrictions, you also are required to display or make available in your Cookies N' Cream Business's reception area, marketing materials that we may provide to you about the purchase of Cookies N' Cream franchises, but you have no responsibility or authority to act for us in franchise sales.

You may not solicit business outside your Territory through the use of a toll-free number, direct mail, website, social media platform, or other advertising method without our prior written approval. You may not establish your own website or social media platforms without approval.

We do not require you to pariticpate in a local or regional advertising cooperative.

System Website

At our option, we may establish one or more websites to advertise, market and promote the System and the franchise opportunity. We currently maintain the website www.cookiesncreamusa.com; however, we are not obligated to continue to maintain that website, and are not barred from (or

required to) creating additional or replacement websites. In any website now in existence or hereinafter-created, we may provide you with a listing for your location, or a web page to promote your business, if you provide us with the information that we request to develop your web page. Our system standard will apply to any website advertising. We may provide a secure intranet for our franchisees, but do not currently have one.

Computer System and Internet Access

You must purchase and use the complete computer software services and electronic cash register/point-of-sale system (i.e., the "POS System") we require, which we have the right to change at any time. Currently, our designated POS System is the Clover point-of-sale (POS) system; however, this POS System is subject to change at any time. The approximate annual cost to you for the POS System and other required equipment is $600–$750, plus a monthly fee of $120 for POS updating, support, and maintenance. These costs are subject to change by the vendor. Any maintenance, repair, or updates related to the computer system are your responsibility. (See Section 7.3.8 of the Franchise Agreement).

Independent Access to Information. We have a right and you are required to provide us with independent access to the information that will be generated or stored in your computer systems, which includes, but is not limited to, customer, transaction, and operational information. We have the right to review your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Franchised Business and any other operations taking place through your Franchised Business.

You must have broadband Internet access, which will permit you to use web-based technology, gather information, exchange ideas and transfer data. You may use any independent Internet Service Provider of your choosing that provides broad-band access. You must maintain a functioning email address so that we can communicate with you electronically.

We may upgrade our minimum computer system requirements at any time in order to keep pace with technology. There are no contractual limitations on the frequency or cost of this obligation, but we expect you will need to upgrade at least every five (5) years. If we modify or impose a requirement, we will notify you in our manuals or other written communications, and will give you a reasonable time in which to comply at your expense. We estimate that the cost of upgrading and replacing a computer system is approximately $750-$1,000 annually.

We may assist you in obtaining the computer system and related services, but we are not obligated to do so. We may, in the future, designate an approved supplier for computer components.

We disclaim all implied warranties to the extent permitted by law. Neither we nor any affiliate is obligated to provide ongoing maintenance, repairs, upgrades or updates to any component of your computer system. You should determine for yourself whether or not any third-party supplier from whom you purchase any component of your computer system is obligated to provide ongoing maintenance, repairs, upgrades or updates to any component of your computer system, and determine the additional cost for the services.

Artificial Intelligence

You will not, without our written consent, utilize any generative artificial intelligence software, tools, or technologies, including natural language processing, deep learning algorithms, or machine learning models ("Generative AI") directly or indirectly in the operation of the Franchised Business, including without limitation, in advertising, promotion, or marketing of the Franchised Business, communications with customers, business planning, analysis or optimization, or in any social media. You acknowledge and agree not to upload or share any Confidential Information (including any inputs of information containing trade secrets, sensitive confidential information, or personal information) with any unapproved third-party platforms, including Generative AI, except as authorized in writing by us. In addition, you shall prohibit your employees from using any Confidential Information in Generative AI. In the event you utilize any Generative AI, with or without prior approval from us, you shall comply with all laws applicable to such use, including without limitation, all trademark, copyright, and biometric laws, and shall not infringe upon or use intellectual property of a third party without appropriate authorization and attribution.

Manuals

After you sign your Franchise Agreement, and prior to initial training, we will give you electronic access to or lend you a paper or read-only disk copy of a single copy of our manuals. The manuals contain proprietary information, and you must keep this information confidential as described in Item 14. A copy of the Table of Contents for the Operations Manual, as of April 28, 2026, is attached hereto as Exhibit E, which reflect that the manul contains 112 pages.

Initial Training Program

You will receive the following training before you open your Cookies N' Cream Business:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Introduction to Cookies N' Cream	2 hours	0 hours	Bronxville, New York
Understanding Cookies N' Cream & its Services	2 hours	10 hours	Bronxville, New York
Permits and Coding Compliance	2 hours	1 hour	Bronxville, New York
Billing and Collections Procedures	1 hour	0 hours	Bronxville, New York
Regulatory Compliance	2 hours	0 hours	Bronxville, New York
Bookkeeping	2 hours	1 hour	Bronxville, New York
Do's and Don'ts	2 hours	4 hours	Bronxville, New York
Marketing and advertising	2 hours	1 hour	Bronxville, New York
Inventory Ordering	0 hours	2 hours	Bronxville, New York
Day to Day	0 hours	6 hours	Bronxville, New York
Totals	**15 hours**	**25 hours**	

The hours devoted to each subject are estimates only and may vary based on how quickly trainees grasp the material, their prior experience, and scheduling needs. Our training program lasts up to six (6) days at our headquarters, including up to three (3) days of pre-opening training and up to four (4) days of post-opening training. Upon request and in our sole discretion, we may conduct training at your location or another mutually agreed location.

We will train up to three (3) individuals, including you (or your Operating Principal), your manager, and up to two additional staff members. Prior to scheduling training, key pre-opening requirements must be met, including securing and fitting out your Business, obtaining business licenses, and hiring key personnel. We typically schedule training sessions ten (10) to twelve (12) times per year, spaced approximately three (3) to four (4) weeks apart, based on demand.

Joseph Edwards will oversee initial training and he has three years of industry experience. We expect that all other trainers will have at least two years' of industry experience. Trainees are expected to read and have reviewed the Operations Manual prior to attending training. Supplemental training will be provided in a review of the material along with hands-on, observational and visual instruction on our daily procedures and best practices for operating the Business and event center.

If you are an individual, you and your original manager, if any, must attend and complete our initial training program to our satisfaction. If you are a legal entity, your Operating Principal and your original manager, if any, must attend and successfully complete initial training. We recommend that you plan to attend training before you sign a lease for your business.

We do not currently conduct, but may in the future, regional and/or national conferences. If and when we do, you (or your Operating Principal) must attend a regional or national conference, which shall not occur more than one time per year. At our option, we may charge you a conference fee or a proportionate share of our out-of-pocket costs for each annual conference.

You (or your Operating Principal) and any previously-trained manager must attend any refresher or follow-up training that we designate. We will not charge you a fee for this training, however, you may incur out-of-pocket costs in attending same.

Training for replacement managers or employees is required and provided on the same terms as the initial training provided to you, except that there may be a fee. Training for replacement managers will occur at a time we schedule on a space-available basis, and may not be available immediately after the replacement manager (or employee) is hired. You will be responsible for all expenses incurred by you and your employees in connection with attending all training programs, including the cost of transportation, lodging, meals and wages.

Training for transferees of your franchised business is required and provided on the same terms as the initial training provided to you, except that there may be a fee. Training for transferees will occur at a time we schedule on a space-available basis, but must be completed before the transfer takes place.

You must pay our travel, lodging, and meal expenses during training. You must also pay travel, lodging, and meal expenses for trainees and any compensation or benefits due trainees during initial training, or during any regional or national conferences, or any additional or refresher training.

Site Selection - Cookies N' Cream Business

If you have not selected a site when you sign your Franchise Agreement, we will approve a Territory within which you can locate a site for your business. We will assist you in evaluating proposed sites based on information that you provide to us and on other information that we deem relevant. The factors that we consider relevant are square footage, a storefront location, and traffic patterns. We may, but we are not required to, visit proposed sites with you. We will approve or disapprove a proposed site within 15 days after you propose it in writing with appropriate documentation as stated in our manuals. If we disapprove a site, you must locate another site. If you do not, we may terminate the Franchise Agreement.

We must approve your site before you open your Cookies N' Cream Business franchise. You must open for business within 270 days after signing your Franchise Agreement, subject to our opening schedule availability. If you are delayed from opening within the 270 days, you must provide us with a written request to delay opening. Your request must state: (1) that a delay is anticipated; (2) the reasons that caused the delay; (3) the efforts that you are making to proceed with the opening; and (4) an anticipated opening date. In considering the request, we will not unreasonably withhold our consent to delay, up to a maximum of 14 days, if you have been diligently pursuing the opening. If, for any reason (including your failure to locate a site acceptable to us), you do not open your business within one year (or any longer period to which we have consented), we may terminate your franchise without refunding any of the initial franchise fee.

Opening Business

For a Cookies N' Cream Business, you are required to obtain a site (via a signed letter of intent or lease agreement) within one hundred and twenty (120) days of the Effective Date. The maximum time to open, after the Effective Date, is 270 days. The typical length of time between the signing of a Franchise Agreement and the opening of a business is 90 to 180 days. Factors that may affect this time include your ability to obtain business licenses and permits, receive delivery of supplies, when you complete training, select a site, negotiate a lease and complete any construction or renovation of your facility.

Other Assistance

We do not provide assistance with providing equipment, signs, fixtures, opening inventory, and supplies. We do not provide assistance with conforming the premises to local ordinances and building codes and obtaining any required permits, and/or constructing, remodeling, or decorating the premises, and/or hiring and training employees. We generally do not own the premises that you lease. We are not required to, but may in our sole discretion, spend money on advertising in your Territory.

ITEM 12
TERRITORY

Under the Franchise Agreement, you have the right to establish and operate one (1) Cookies N' Cream outlet within a territory that will be defined after the location of your Cookies N' Cream outlet is identified and approved by us (the "Territory"). You are required to find and obtain possession of a specific location for your Franchised Business that meets our site selection criteria and is approved by us.

You will not receive any rights of first refusal, or similar rights, to additional franchises even if under an area development agreement. You are not permitted to solicit customers outside your territory, however, there is no prohibition of customers from outside your territory utilizing your Business.

Your Territory is located in all or a portion of a listed town, city, or county, and is identified by a group of contiguous zip codes. The Territory is determined on an individual basis taking into account minimum numbers of households, average home prices, household incomes, and/or daytime/nighttime populations. The franchise is for a specific location, not a specific area. The Territory will be identified in an attachment to the Franchise Agreement.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. While you may accept orders from outside your Territory, you may not solicit customers outside your Territory or use any method of distribution targeting customers outside your Territory, such as s the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside its territory.

We grant you a franchise for a specific Approved Location within the Territory. The site may not be changed without our written approval and compliance with our relocation procedures, and you may not operate out of any site other than the approved site within the Territory without our written approval. We may allow you to move your site under the following conditions: the structure in which you are located is sold and/or slated for demolition; you find that you are able to negotiate a better lease elsewhere and are willing to relocate; or another condition that makes it impossible for you to retain your site.

We will not grant another franchise or open a company-owned or affiliate-owned restaurant within your designated Territory. There is no specified size or population for a Territory. Each Territory is determined case-by-case based on market size, demographics, shopping patterns, venue, and other location-specific factors. So long as the Franchise Agreement has not been terminated or expired, we will not modify your territorial rights.

If the Territory has not been designated when you sign the Franchise Agreement, we will designate a Territory shortly thereafter, and a Territory Attachment will be included at that time. If you do not yet have a location at the time of signing, you will receive a non-exclusive site search area list as Attachment 3.

You receive a protected Territory in that your territorial rights restrict us from establishing, operating, or granting any person other than you the right to establish or operate, a Cookies N' Cream Business at any physical location in your Territory. However, we may: (a) at locations outside your Territory, including locations near the boundaries of your Territory, establish and operate, and grant others the right to establish and operate, a Cookies N' Cream Business; (b) at locations outside your Territory, establish and operate, and grant others the right to operate, businesses similar to the Cookies N' Cream Business; (c) at any location, license the use of alternative proprietary marks or methods in connection with the operation of businesses that may be similar to or different from the Cookies N' Cream Business; (d) use other channels of distribution, including the Internet; (e) operate a Cookies N' Cream concept at any non-traditional location, such as an airport, college campus, sporting event, concert, stadium, hospital, military base, government office, convention center, highway rest stop, turnpike plaza, or similar location, within Your Approved Territory; and (f) accept and/or solicit orders inside your territory. We are not required to pay you if we exercise any of these reserved rights. We do not operate or franchise, and do not have any plans to operate or franchise, any other businesses that sell similar goods or services to those of the franchisee, under alternative trademarks.

Area Development Rights

If you participate in the Development Program, we will designate a "Development Area" for each Franchise Agreement you sign in the Area Development Addendum. The Development Area under each Franchise Agreement is the same as the Site Selection Area, unless otherwise negotiated. Factors that influence the scope of the Development Area are the same as for Site Selection Areas. During the Development Schedule, that Development Area will be afforded the same protections as your Designated Area. But, once you open each Cookies N' Cream Business under the Development Addendum, the Development Schedule and the Development Area ceases to exist and your rights and protections are governed only by your Franchise Agreements as each relates to your Designated Area for each of your Cookies N' Cream Businesses. You will not receive an exclusive territory. You may face competition from other franchisees, from agencies we own, or from other channels of distribution or competitive brands that we may own or control.

We and our affiliates do not intend to operate or franchise businesses under a different trademark that will sell goods or services that are the same or similar to those our franchisees will sell.

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ITEM 13
TRADEMARKS

We grant you the right to operate a business using our System, which is identified by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin (the "Marks"), as are designated by us in writing for use in connection with the System.

We own the following principal Marks which have been registered with the United States Patent and Trademark Office:

Trademark	Registration Date	Registration Number	Principal or Supplemental Register
	June 15, 2021	6391501	Supplemental
	April 21, 2026	8226295	Supplemental

You must follow our rules when you use the Marks. You cannot, under any circumstances, use any Mark with modifying words, designs or symbols, except for those which we license to you or have expressly approved in writing. You cannot modify a Mark in any way without our express written consent. You may not use any Mark in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

You may not, under any circumstances, use any of the Marks, including "Cookies N' Cream," in any manner, in the name of your corporation, limited liability company, partnership, or other legal entity. We intend to file all affidavits and other documents required to maintain our interest in and to the Marks.

In connection with the establishment of our trademarks, we operate a website for the promotion of the marks and Cookies N' Cream Business. This website lists the location, operating hours, and other facts regarding our Business. You may not register any domain name nor operate any website that includes the terms "Cookies N' Cream." You may request the establishment of a web page within the Cookies N' Cream website to include additional information specific to your franchised Cookies N' Cream Business. You may not use any electronic media, including the Internet, or any social media, for viewing by the public that contains our registered trademarks without our prior written approval. You may not establish a Facebook®, MySpace®, TikTok®, SnapChat®, or

similar page, post through Instagram® or on YouTube®, or utilize other, similar social media, without our prior written approval. You may not establish a Twitter® feed or other social media without our prior, written approval.

The confidentiality provisions of the Franchise Agreement apply to all uses of electronic media.

No registrations have been renewed as of the date of this Disclosure Document.

Determinations

There is no currently effective determination of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court, or any pending interference, opposition or cancellation proceeding, or any pending material litigation involving the above-described Marks which are relevant to your use of these Marks.

No currently effective material determinations or agreements limit our right to use or license the use of the trademarks listed in this section in a manner material to the franchise.

We do not know of any pending material state or federal court litigation regarding our use or ownership rights in the trademarks.

Protection of Rights

You must notify us immediately when you learn about an infringement of or challenge to your use of our trademarks. We will take the action we think is appropriate in these situations, and we have exclusive control over any settlement or proceeding concerning any Mark. You must take actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks. While we are not required to defend you against a claim arising from your use of our Marks, we will indemnify and hold you harmless from all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark in accordance with the Franchise Agreement and the Operations Manual, but only if you notify us of the proceeding m a timely manner and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Mark. We will not reimburse you for disputes where we challenge your use of a Mark.

You must promptly notify us in writing of any claim, demand, or suit against you or your principals in connection with your use of the Marks. We have the right to select legal counsel and to control the proceedings. In certain cases, as described in Section 8.5 of the Franchise Agreement, we will indemnify and hold you harmless.

Modification of Trademarks

You must modify or discontinue the use of a trademark if we modify or discontinue it at your own cost. Because your telephone listings and email addresses will be associated with our trademarks,

we will own all rights to the telephone listings, and all goodwill generated from the use of the telephone listings will inure to our benefit.

We may acquire or develop additional trademarks, and may use those trademarks ourselves, make those trademarks available for use by you and other Cookies N' Cream franchisees or make those trademarks available for use by other persons or entities. You may not directly or indirectly contest our rights in our trademarks. We may require you to use and display a notice in a form we approve that you are a franchisee under the System using the trademarks under a Franchise Agreement.

You may not directly or indirectly contest our rights to our trademarks, trade secrets or business techniques that are part of our business.

Superior Prior Rights or Infringing Uses

We do not know of any superior rights of infringing uses that could materially affect your use of our principal trademarks.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

No patents are material to the franchise.

Copyrights

We have not registered any copyrights with the United States Copyright Office (Library of Congress), but various marketing, sales, training, management and other materials that we have created are and will be protected under the U.S. Copyright Act, whether or not we have obtained registrations. You may use these copyrighted materials during the term of the franchise, in a. manner consistent with our ownership rights, solely for the purpose of promoting your franchised business.

There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the copyrighted materials that are relevant to their use by our franchisees.

There are no agreements currently in effect that significantly limit our right to use or license the use of our copyrighted materials in any manner material to the franchise. All of the provisions in Item 13 under the heading "Protection of Rights" also apply to copyrights; provided, however, that you must modify or discontinue use of any subject matter covered by a copyright if directed by us.

We do not know of any superior rights in or any infringing uses of our copyrighted materials that could materially affect your use of the copyrighted materials.

Proprietary Information

We have proprietary, copyrighted manuals that include guidelines, standards and policies for the operation of your business, and other proprietary, copyrighted materials. Item 11 and Exhibit E to this Franchise Disclosure Document describe the manuals and the manner in which you may use them. All proprietary manuals and materials provided to you are for your exclusive use during the term of the franchise, and may not be reproduced, copied, loaned to, used by or shown to any person outside the System without our permission.

Each Operating Principal, manager, supervisory employee, independent contractor, or other person attending initial training must sign an agreement in which he or she agrees to the confidentiality of the System, agrees not to use any information about the system for his or her own benefit, and agrees not to compete in certain respects with your business and other franchisees' businesses. Each of these persons must sign the confidentiality agreement (see Exhibit E to the Franchise Agreement), before you grant him or her access to our manuals or any other confidential information.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

We strongly believe that the success of your franchised business will depend to a large extent on your personal and continued efforts, supervision and attention. If you are an individual, you or a trained manager must personally manage the franchised business at all times. You and your manager, if any, must attend and successfully complete initial training.

If you are a legal entity, you must designate a managing shareholder, partner, or member ("Operating Principal"). If you are a legal entity, your Operating Principal or a trained manager must personally manage the franchised business at all times. Your Operating Principal and your manager, if any, must attend and successfully complete initial training.

Any replacement manager must attend and successfully complete initial training. Neither an original manager nor a replacement manager needs to have an equity interest in the franchised business. Each Operating Principal, manager, supervisory employee, independent contractor, or other person attending initial training must sign an agreement in which he or she agrees to the confidentiality of System, agrees not to use any information about the system for his or her own benefit, and agrees not to compete in certain respects with your business and other franchisees' businesses Each of these persons must sign the confidentiality agreement (see Exhibit E to the Franchise Agreement), before you grant him or her access to our manuals or any other confidential information.

If you are a legal entity, each shareholder, principal officer, partner, or member, and their spouse, must personally guarantee your obligations under the Franchise Agreement and also agree to be personally bound by, and personally liable for breach of, the Franchise Agreement (see Exhibit C to the Franchise Agreement).

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell only services and products that we have approved or authorized. You may not offer for sale or sell services or products that would detract from or be inconsistent with the System. You may use services or products not purchased from us, but those services or products must be of comparable quality and must be approved by us in writing before use to ensure maintenance of proper quality standards. You may not use or permit the use of your premises for any other purpose or activity at any time without first obtaining our written consent.

You must offer for sale all approved services and products; must not deviate from our specifications for the approved services and products without our written consent; and must discontinue offering any items that we disapprove in writing.

We may change the types of services and products that we approve or authorize, if the services and products are compatible with the System. There are no other limits on our right to make these changes.

You are not restricted in the customers to whom you may sell approved services or products or the prices the services are rendered or products are sold. However, all sales must occur at or from your Business. You may not solicit business outside your site through the use of a toll-free number, direct mail, Internet website or other advertising method without our prior written approval.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this Franchise Disclosure Document.

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 4.6.1	Ten (10) years from the Effective Date of the Franchise Agreement.

b. Renewal or extension of the term	Section 4.6.2	If you are in good standing, and have met the conditions set forth in row (c), below, you have the right to renew the Franchise Agreement for one (1) consecutive ten (10) year term (or the length of your then-current lease term, whichever is shorter), with payment of any franchise renewal fee that is in effect at the time of renewal. The current renewal fee is 20% of the then-current franchise fee.
c. Requirements for you to renew or extend	Section 4.6.2	Good standing; timely advance notice; pay any then-current renewal fee; sign new Franchise Agreement that may contain materially different terms and conditions than the Franchise Agreement in this Disclosure Document; be current in payments; sign release; and modernize Business to meet then-current standards.
d. Termination by you	Not Applicable	
e. Termination by us without cause	Not Applicable	
f. Termination by us with cause	Section 10.2	We can terminate only if you default.
g. "Cause" defined – curable defaults	Section 10.2.2	You have 30 days to cure noticed curable defaults other than for non-payment of fees. You have five (5) days to cure non-payment of fees.

h.	"Cause" defined – non-curable defaults	Section 10.2.1	Non-curable defaults include misuse of trademarks; breach of non-competition; unauthorized assignment or transfer of any rights of the Franchise Agreement; material misrepresentation; lack of prior consent when required; abandonment; repeated defaults even if cured; threat to public health or safety; bankruptcy; plead guilty or no contest to or conviction of a felony. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 1101, *et seq*.).
i.	Your obligations on expiration, termination or non-renewal	Section 10.3	Obligations include final accounting, complete de-identification, our option to purchase assets, our option to assume your real estate lease (if any), and payment of amounts due. See row (r) below.
j.	Our transfer of Franchise Agreement	Section 9.1	No restriction on our right to assign.
k.	"Transfer" by you – definition	Section 9.2	Includes transfer of contract or assets, or any change of ownership.
l.	Our approval of your transfer	Section 9.3	We have the right to approve all transfers.
m.	Conditions for our approval of transfer	Section 9.3	New franchisee qualifies, payment of all of your outstanding debts to us, cure of any defaults, then-current agreement signed by new franchisee or assumption of existing agreement, transfer fee paid; training completed; and release signed by you and your Related Parties.
n.	Our right of first refusal to acquire your business	Section 9.4	We or our designee can match any offer for your business.

o.	Our option to purchase your business	Section 9.4	We or our designee may, but are not required to, purchase your inventory and equipment at the lesser of the fair market value or depreciated value, if franchise is terminated for any reason.
p.	Your death or disability	Section 9.5	Heirs or beneficiaries must demonstrate within 90 days ability to operate franchise. Otherwise, franchise must be assigned by estate to approved buyer within six (6) months.
q.	Non-competition covenants during the term of the franchise	Section 8.6.1	No competing business during the Term.
r.	Non-competition covenants after the franchise expires, is terminated, or is not renewed	Sections 8.6.2 and 10.3	No competing business for two (2) years: (i) at the Approved Location, (ii) within 25 miles of the Approved location, or (iii) within 25 miles of another Cookies N' Cream Business (including after assignment).
s.	Modification of the Franchise Agreement	Section 11.4	No modification, generally, unless on consent of both parties, but Operations Manual subject to change.
t.	Integration/merger clause	Section 11.6	Only the terms of the Franchise Agreement are binding (subject to this Disclosure Document and applicable state law). Any other promises may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Sections 11.7 and 11.8	Except for certain claims, claims must first be mediated prior to arbitration or litigation. All disputes must be litigated in New York. The arbitration will occur with each respective party paying their own costs.
v.	Choice of forum	Section 11.2.2	Arbitration in Westchester County, New York, or, if litigated, the Judicial Branch of New York, Westchester County, Civil Department or United States District Court for the Southern District of New York.
w.	Choice of law	Section 11.2.1	New York law applies.

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote any Cookies N' Cream Business.

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 possible performance at a particular location or under particular circumstances.

The foregoing is a historic financial representation about the franchise system's existing outlets, as of the end of our last fiscal year. Specifically, this Item 19 relates to our Traditional Cookies N' Cream Business in Bronxville, New York, that was open and operating as of December 31, 2023. It is expected that franchisees will act in all material respects as the outlets disclosed in this Item 19.

Background

During the calendar years ended December 31, 2023, December 31, 2024, and December 31, 2025, we operated two affiliate-owned businesses similar to the Cookies N' Cream Business offered pursuant to this Franchise Disclosure Document. Additionally, we had one franchisee that operated for the entire 2025 calendar year. Those businesses are described below:

> Affiliate Location 1 is located at 10 Park Place, Bronxville, New York. Affiliate Location 1 opened in February 2020. Affiliate Location 1 is representative of the Traditional Cookies N' Cream Business offered by way of this Franchise Disclosure Document.
>
> Affiliate Location 2 is located at 109 Mall Walk, Yonkers, New York. Affiliate Location 2 opened in May 2024. Affiliate Location 2 is representative of the Traditional Cookies N' Cream Business offered by way of this Franchise Disclosure Document.
>
> Franchise Location 1 is located at 64-62 Dry Harbor Road, Middle Village, New York. Franchise Location 1 opened in May 2024. Franchise Location 1 is representative of the Traditional Cookies N' Cream Business offered by way of this Franchise Disclosure Document.

The information contained in this Financial Performance Representation presents the results of our Affiliate Location 1 for the period of January 1, 2023 through December 31, 2025, our Affiliate Location 2 for the period of January 1, 2025 through December 31, 2025, and our franchisees' Franchise Location 1 for the period of January 1, 2025 through December 31, 2025.

Part I: Definitions

1. "Gross Revenue" means the aggregate of all revenue from the sale of services and products from all sources in connection with the Franchised Business, whether for check, cash, credit or otherwise including, without limitation, all proceeds from any business interruption insurance, but excluding (a) all refunds made in good faith, (b) any sales and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, (c) the value of any allowance issued or granted to any customer of the Franchised Business that is credited by Franchisee in full or partial satisfaction of the price of any products and services offered in connection with the Franchised Business, and (d) any rebate received by Franchisee from a manufacturer or supplier.

2. "Costs of Good Sold" means the aggregate of all food and non-food purchases, delivery fees, merchant account fees, restaurant supplies, and paper goods.

4. "Employee Wages & Payroll Tax" means all expenses associated with employees' payroll and the taxes relating to same.

Part II: 2023, 2024, and 2025 Performance of Affiliate Location 1

The following chart include data from our business that was open for the entire 2023, 2024, and 2025 calendar years:

	2023		2024		2025	
	Sales / Expense	**% of Gross Revenue**	**Sales / Expense**	**% of Gross Revenue**	**Sales / Expense**	**% of Gross Revenue**
Gross Revenue	$1,232,916	100.00%	$1,129,729	100.00%	$1,070,601	100.00%
Costs of Goods Sold	$296,490	24.05%	$293,122	25.95%	$253,732	23.70%
Employee Wages & Payroll Tax	$233,421	18.93%	$188,929	16.72%	$177,260	16.56%

This table shows the additional expenses a Franchised Business would incur based on the Gross Revenue of the above-referenced business:

	2023		2024		2025	
Royalties	$73,974.96	6.00%	$67,783.74	6.00%	$64,236.11	6.00%
Local Marketing	$18,493.74	1.50%	$16,945.94	1.50%	$16,059.03	1.50%
Brand Fund Contributions	$12,329.16	1.00%	$11,297.29	1.00%	$10,706.02	1.00%

Part II: 2025 Performance of Affiliate Location 2

The following chart include data from our business that was open for the entire 2025 calendar year:

	2025	
	Sales / Expense	**% of Gross Revenue**
Gross Revenue	$610,626	100.00%
Costs of Goods Sold	$158,457	25.95%
Employee Wages & Payroll Tax	$102,096	16.72%

This table shows the additional expenses a Franchised Business would incur based on the Gross Revenue of the above-referenced business:

	2025	
Royalties	$36,637.56	6.00%
Local Marketing	$9,159.39	1.50%
Brand Fund Contributions	$6,106.26	1.00%

Part III: 2025 Performance of Franchise Location 1

	Franchise Location 1
Gross Revenue	$843,207

Part IV: Notes

1. These tables represent the results achieved by our affiliates and/or franchisee in calendar years 2022, 2023, 2024, and/or 2025.

2. These results are unaudited.

3. These results represent sales of products and services similar to those that will be available to a franchisee to sell.

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

Written substantiation of the data used in preparing these sales figures will be made available to you upon reasonable request.

Other than the preceding financial performance representation, Cookies N' Cream does not make any financial performance representations. 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 Joseph Edwards at 10 Park Place, Bronxville, New York 10708, info@cookiesncreamusa.com and 914-329-3630, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
RESTAURANTS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary for Years 2023 to 2025

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised	2023	0	0	0
	2024	0	1	+1
	2025	1	5	+4
Company-Owned	2023	2	2	0
	2024	2	2	0
	2025	2	2	0
Total Outlets	**2023**	**2**	**2**	**0**
	2024	**2**	**3**	**+1**
	2025	**3**	**7**	**+5**

Table 2
Transfers of Outlet From Franchisees to New Owners (Other than Franchisor or an Affiliate) for Years 2023 to 2025

State	Year	Number of Transfers
Total	**2023**	**0**
	2024	**0**
	2025	**0**

Table 3
Status of Franchised Outlets for Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operat-ions	Outlets at End of Year
New Jersey	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
New York	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	4	0	0	0	0	5
Total	2023	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**1**	**0**	**0**	**0**	**0**	**1**
	2025	**1**	**5**	**0**	**0**	**0**	**0**	**6**

Table 4
Status of Company-Owned Outlets For Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
New York	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
Total	**2023**	**2**	**0**	**0**	**0**	**0**	**2**
	2024	**2**	**0**	**0**	**0**	**0**	**2**
	2025	**2**	**0**	**0**	**0**	**0**	**2**

Table 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlets Not Opened as of December 31, 2025	Projected New Franchised Outlets as of December 31, 2025 (in 2026)	Projected New Company-Owned Outlets as of December 31, 2025 (in 2026)
New Jersey	1	0	0
New York	6	2	0
South Carolina	1	0	0
Total	**8**	**2**	**0**

Attached as Exhibit D to this disclosure document is a list of the names, addresses and telephone numbers of our current franchised businesses. Also attached as Exhibit D to this disclosure document is a list of the names and city, state and last known business telephone number, of every franchisee who had an outlet terminated, canceled, not renewed or who otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the previous fiscal year,

or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Please note that Exhibit D is current as of the issuance date of this Disclosure Document, while the tables above reflect the status of our outlets at the end of our prior fiscal year. Any discrepancies between Exhibit D and the Item 20 tables are due to events that have occurred in the intervening period.

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses with us that would restrict them from speaking openly with you about their experience with us.

There are no trademark-specific franchisee organizations associated with our franchise system.

ITEM 21
FINANCIAL STATEMENTS

Exhibit C to this Franchise Disclosure Document includes our audited financial statements, dated December 31, 2023, December 31, 2024, and December 31, 2025. Our fiscal year ends on December 31.

ITEM 22
CONTRACTS

Copies of all proposed agreements regarding the Cookies N' Cream franchise offering are included in Exhibit A. These include:

The Franchise Agreement and the following exhibits:

Exhibit A –	Franchise Data Sheet
Exhibit B –	Statement of Ownership
Exhibit C –	Principal Owner's Guaranty
Exhibit D –	Sample Release Agreement, Waiver and Release of Claims
Exhibit E –	Nondisclosure, Nonsolicitation and Noncompetition Agreement
Exhibit F –	Sample Confidentiality Agreement
Exhibit G –	Sample Approval of Requested Assignment
Exhibit H –	Lease Addendum
Exhibit I –	ACH Payment Agreement
Exhibit J –	SBA Addendum

A copy of the N&N Cookies Inc. Area Development Agreement is included as Exhibit B to this Franchise Disclosure Document.

ITEM 23
RECEIPTS

Exhibit J to this Franchise Disclosure Document includes detachable documents acknowledging your receipt of this disclosure document. Please sign one (1) copy of the receipt and return it to us at the following address:

Joseph Edwards
N&N Cookies Inc.
10 Park Place
Bronxville, New York 10708
info@cookiesncreamusa.com

The duplicate receipt is for your records.

EXHIBIT A TO N&N COOKIES INC.
FRANCHISE DISCLOSURE DOCUMENT

COOKIES N' CREAM FRANCHISE AGREEMENT

Franchise Owner: _____

Date: _____

Franchise Location: _____

COOKIES N' CREAM FRANCHISE AGREEMENT

1. PARTIES

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into on this ____ day of _____, 20__ (the "Effective Date"), by and between N&N Cookies Inc., a New York domestic business corporation, with its principal place of business at 10 Park Place, Bronxville, New York 10708 ("Cookies N' Cream", "Franchisor", "we", "us", or "our"), and _____, located at _____ (collectively, "You" or "Franchisee").

2. RECITALS

2.1 Ownership of the System

Cookies N' Cream has the right to license You certain intellectual property rights, trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the Cookies N' Cream trademarks, the words "Cookies N' Cream." Cookies N' Cream has spent a considerable amount of time, effort, and money to construct, and continues to develop, use, and control business methods, technical knowledge, marketing business, trade secrets, purchasing arrangements, commercial ideas, advertising materials, marketing strategies, information on sources of supply, administrative procedures, business forms, distinctive signs, trade dress, architectural designs and uniforms, and employee training techniques that, taken together, make up a proprietary system for the operation of the business, tavern and bakery (the "System").

2.2 Objectives of Parties

You desire to enter into the business of operating a Cookies N' Cream business under the System using the Trade Name and Marks (as those are defined in Sections 3.11 and 3.17, below), and You wish to obtain from Cookies N' Cream, and Cookies N' Cream wishes to grant to You, a franchise for that purpose.

3. DEFINITIONS

3.1 Approved Location

"Approved Location" means the street address of the physical location approved in writing by Cookies N' Cream for the operation of the Cookies N' Cream Business, You will operate under this Agreement, which shall be set forth in Exhibit A to this Agreement.

3.2 Approved Territory

"Approved Territory" or "Territory" means the area set forth in Exhibit A of this Agreement.

3.3 Brand Fund

"Brand Fund" means a fund established by Cookies N' Cream for purposes of increasing brand awareness and national advertising.

3.4 Cookies N' Cream

"Cookies N' Cream" means N&N Cookies Inc. or any person or entity to which Cookies N' Cream allocates all or part of its rights and obligations under this Agreement.

3.5 Cookies N' Cream Business

"Cookies N' Cream Business" or the "Business" or the "Franchise Business" means the single "Cookies N' Cream" business that Cookies N' Cream authorized You to conduct under the Trade Name, Marks, and System within the Approved Territory, at the Approved Location, under this Agreement.

3.6 Expiration

"Expiration" means expiration of the Term of this Agreement, the non-renewal of this Agreement.

3.7 Franchise Network

"Franchise Network" means the interdependent network composed of Cookies N' Cream Business, all Cookies N' Cream franchisees, Cookies N' Cream's Related Parties, any other persons or business entities that Cookies N' Cream has licensed to use the Trade Name, Marks, System, or any of them.

3.8 Good Standing

"Good Standing" means timely compliance by You and Your Related Parties with all provisions of this Agreement and the Manual, specifically including provisions for timely payment of amounts You owe to Cookies N' Cream and its Related Parties.

3.9 Gross Revenues

"Gross Revenues" means the total selling price of all services and products sold at or from your Cookies N' Cream Business (not adjusted for credit card fees), including the full value of any gift certificate redeemed at your Cookies N' Cream Business or coupon sold for use at your Cookies N' Cream Business (fees retained by or paid to third-party sellers of such gift certificates or coupons are not excluded from calculation), and all income and revenue of every other kind and nature related to the Cookies N' Cream Business operation, whether for cash or credit.

3.10 Manual

"Manual" means the confidential Operations Manual and all other manuals that Cookies N' Cream will lend to You, or authorize You to use, during the term of this Agreement and that contains information, forms and requirements for the establishment and operation of the Cookies N' Cream Business, and for use of Cookies N' Cream's Trade Name and Marks, along with communications from Cookies N' Cream to You, including, but not limited to, bulletins, e-mails, and text messages.

3.11 Marks

"Marks" means selected trademarks, service marks, trade dress, logotypes, slogans, and other commercial symbols licensed by Cookies N' Cream to You under this Agreement.

3.12 Operating Principal

"Operating Principal" means the managing shareholder, partner, or member that You must designate if you are a legal entity.

3.13 Proprietary Service

"Proprietary Service" means any product or service that is composed of or in accordance with Cookies N' Cream's specifications or that bears or has been labeled with any of the Marks.

3.14 Related Party

"Related Party" or "Related Parties" means persons and companies affiliated with Cookies N' Cream or You, as the context indicates, including, but not limited to, owners (as defined herein), general partners, limited partners, shareholders, or members, owning an interest in (i) Cookies N' Cream or in You; (ii) corporations or limited liability companies in which Cookies N' Cream or You have an interest; (iii) corporations or limited liability companies in which any person or entity owning an interest in You also has an interest; or (iv) officers, directors, members, or agents of Cookies N' Cream or of You

3.15 Termination

"Termination" means the termination of this Agreement under the circumstances described in Section 10 of this Agreement before the expiration of the Term.

3.16 Transfer

"Transfer" means any direct or indirect transfer, pledge, encumbrance, sale, gift, hypothecation, mortgage, sublicense, transfer through bequest or inheritance, transfer in trust, divorce or by operation of law or by any other means, or disposition of (i) any of the rights granted under this Agreement (ii) any part of this Agreement, (in) any rights or privileges incidental to this Agreement, (iv) the business or any interest therein, or (v) any ownership interest in you, including, without limitation, any arrangement whereby you sell or pledge accounts receivable or any other

assets of the Franchised Business (each a "Transfer"). Without limiting the foregoing the term, "Transfer" includes any sale, resale, pledge, encumbrance transfer or assignment of: (a) any fractional partnership ownership interest if You are a partnership (b) any membership interest in you if you are a limited liability company and (c) any beneficial or economic ownership interest in you, any transfer of any fractional portion of your voting stock, or any increase in the number of outstanding shares of your voting stock which results in a change of ownership, if you are a corporation.

3.17 Trade Name

"Trade Name" means the commercial names Cookies N' Cream, individually or collectively.

3.18 You

"You" means the person or entity that is named as "You" in Section 1 of this Agreement. In addition, "You" means all persons or entities that succeed to Your interest by Transfer, other transfer, or operation of law.

NOW, THEREFORE, the parties agree as follows:

4. GRANT OF FRANCHISE

4.1 Granting Clause

Cookies N' Cream grants to You the right and You hereby undertake the obligation upon the terms and conditions set forth in this Agreement: (a) to establish the Cookies N' Cream Business at the Approved Location that includes the provision of such products and services as designated by Cookies N' Cream, and (b) to use solely in connection therewith the Trade Name, Marks, and System, as they may be changed, improved and further developed from time-to-time. You shall not engage in any other business at the Approved Location without the prior written consent of Cookies N' Cream.

4.2 Location

If you have not secured an Approved Location as of the Effective Date, You shall, at your sole cost and expense, secure an approved site for the Cookies N' Cream Business in accordance with Section 7.2 of this Agreement. It is your sole responsibility to locate and purchase and/or lease a suitable site for the Cookies N' Cream Business. You may not establish any other business at the Approved Location. You may not sublease space at the Approved Location to a third-party without our prior written consent. You may not market to customers outside of Your Approved Territory or engage in mail order, Internet, or any other sales except with Cookies N' Cream's express written approval and as part of Cookies N' Cream's coordinated marketing effort.

4.3 Approved Territory

During the term of this Agreement, and except as otherwise provided in this Agreement, Cookies N' Cream agrees that it shall not establish, nor license any other person to establish another Cookies N' Cream Business at any location within Your Approved Territory. Except as set forth in this Section 4.3, You have no exclusivity. You have no right to exclude development of business owned, franchised, or licensed by Cookies N' Cream or its affiliates.

4.4 Rights Reserved

Cookies N' Cream retains all rights that are not expressly granted to you under this Agreement. Without limiting this broad retention, and without granting You any rights therein, Cookies N' Cream shall have the right to:

(a) Operate a Cookies N' Cream business at a trade show booth, or similar temporary location, within Your Approved Territory for up to fifteen (15) consecutive days;

(b) Offer Cookies N' Cream franchises to others for any site outside Your Approved Territory regardless of how close the site is to Your Approved Territory;

(c) Sell, rent and distribute any Proprietary Services directly or indirectly, and/or license others to sell and distribute, any Proprietary Services, directly or indirectly, from any location to any purchaser (including, but not limited to, sales made to purchasers in the Approved Territory through retail establishments, mail order, independent distributors, wholesale distribution, phone order, and on the Internet, and/or sales to delivery customers), except that Cookies N' Cream shall not do so from a Cookies N' Cream Business inside the Approved Territory;

(d) Develop, operate, and franchise others to operate, any business except a Cookies N' Cream Business at any place, including within the Approved Territory, and use the Marks or any other trademarks owned, licensed, or developed by Cookies N' Cream or its Affiliate in connection with those businesses, even if such business sell products and services similar to, the same as or competitive with, the Proprietary Services;

(e) In its sole discretion, approve or disprove other franchisees' requests to purchase local advertising that penetrates Your Approved Territory; and

(f) Merge with, acquire or be acquired by, any business of any kind under other systems and/or other marks, which business may offer, sell, operate or distribute and/or license others to offer, sell, operate and distribute goods and services through franchised or non-franchised businesses, at wholesale or retail, within and outside the Approved Territory.

4.5 Relocation

At Cookies N' Cream's option, You may relocate the Cookies N' Cream Business, with Cookies N' Cream's prior written consent, if all of the following conditions are met:

(a) You and Your Related Parties are in Good Standing under this Agreement and any other Agreement between Cookies N' Cream and You, and You and Your Related Parties are in compliance with all provisions of the Manual;

(b) You and any of Your Related Parties that have signed this Agreement have agreed to cancel this Agreement and execute a new Franchise Agreement in the form that is currently effective at the time of relocation (with a term equal to the then-remaining term of this Agreement);

(c) You have secured a site that is not located in another Cookies N' Cream franchisee's approved Territory, and which meets our then-current size and demographic requirements and, if you are leasing the space, you have submitted the proposed lease agreement for our review and paid a Lease Review Fee;

(d) You agree to equip and furnish Your new Cookies N' Cream Business so that the business meets the standards of appearance and function applicable to new Cookies N' Cream Business at the time of relocation;

(e) You and Your Related Parties that are parties to this Agreement shall have executed a general release, in a form satisfactory to Cookies N' Cream, of any and all claims against Cookies N' Cream and its Related Parties, affiliates, successors and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants and employees in their corporate and individual capacities, including, without limitation, claims arising under this Agreement, any other agreement between You and Cookies N' Cream or its affiliates, and federal, state, and local laws and rules; and

(f) You may cease to operate the Cookies N' Cream Business for no more than one (1) day only for the purposes of moving all equipment from the old Approved Location to the new approved location for the Cookies N' Cream Business.

4.6 Term and Renewal

4.6.1 Initial Term

Except as otherwise provided herein the initial term of this Agreement shall commence on the Effective Date and shall expire on the date that is ten (10) years from the Effective Date (the "Term Expiration Date").

4.6.2 Renewal

You shall have the option to renew this Agreement for a renewal term (the "Renewal Term"), with such Renewal Term being for a period of ten (10) years, or for the remainder of Your then-current lease term, whichever is shorter, subject to your satisfaction of the following conditions, all of which shall be met before each renewal:

(a) You and Your Related Parties are in Good Standing under this Agreement, and any other Agreement between Cookies N' Cream and You, and You and Your Related Parties are in compliance with the Manual;

(b) You shall give Cookies N' Cream written notice of Your election to renew not less than six (6) months nor more than twelve (12) months prior to the end of the then-current term;

(c) You and any Related Parties that have signed this Agreement shall have signed a copy of the then-current Franchise Agreement (except with respect to the renewal provisions thereof, which shall not supersede this Section 4.6.2) not less than thirty (30) days before the expiration of the then-current term, or thirty (30) days after You receive a signature-ready copy of the then-current Franchise Agreement from Cookies N' Cream, whichever is later;

(d) You shall have, before the beginning of the renewal term, at Your own expense, modernized the Cookies N' Cream Business and replaced and modernized the equipment, and the signs used in the Cookies N' Cream Business as Cookies N' Cream may require, in order for the Cookies N' Cream Business to meet the then-current standards of appearance and function at the time of renewal;

(e) You and Your Related Parties that are parties to this Agreement shall have executed a general release, in a form satisfactory to Cookies N' Cream, of any and all claims against Cookies N' Cream and its Related Parties affiliates successors and assigns and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities, including, without limitation, claims arising under this Agreement, any other agreement between You and Cookies N' Cream or its affiliates, and federal, state, and local laws and rules;

(f) You shall have paid a Renewal Fee of 20% of the then-current Franchise Fee; and

(g) You must submit a copy of the proposed lease agreement for the Premises You will occupy during the Renewal Term to Cookies N' Cream for review and approval at least forty-five (45) days before the end of the then-current term.

The provisions of the standard Franchise Agreement in use by Cookies N' Cream at the time of renewal may be materially different than those contained in this Agreement, including, but not limited to, provisions for increased royalties, advertising, and other fees. You hereby acknowledge

and agree that Your right to renew this Agreement shall be contingent upon Your execution of the then-current form of Franchise Agreement and acceptance of the new provisions.

5. SERVICES TO FRANCHISEE

Cookies N' Cream agrees to perform the following services for You provided that You are, at the time when service is to be rendered, in Good Standing under this Agreement, any other agreement with Cookies N' Cream, and You are in compliance with the Manual.

5.1 Business Layout and Interior Decoration

Cookies N' Cream will make available prototype or sample plans and specifications for one or more existing Cookies N' Cream Business. You shall, at your own expense, tailor the plans and specifications provided by Cookies N' Cream for Your individual use and then submit the customized plans and specifications to Cookies N' Cream for written approval, which will not be unreasonably withheld.

Cookies N' Cream's approval shall be limited to conformance with Cookies N' Cream's prototype and sample plans, and shall not relate to Your obligations with respect to any federal, state or local laws, or codes and regulations, including the applicable provisions of the Americans with Disabilities Act (the "ADA"), regarding the construction, design and operation of the Cookies N' Cream business, which subjects shall be Your sole responsibility.

You shall comply with all federal, state and local laws, and codes and regulations, including the applicable provisions of the ADA regarding the construction, design and operation of the Cookies N' Cream business. You are responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances, or regulations, or which may be necessary or advisable owing to any restrictive covenants relating to Your location. After having obtained such approvals and clearances, You shall obtain all permits and certifications required for the lawful construction and operation of the Cookies N' Cream business.

5.2 Training

5.2.1 Initial Training

Before the opening of Your Cookies N' Cream business, Cookies N' Cream will conduct an initial training program concerning the operation of the Cookies N' Cream business under the Cookies N' Cream System for Your Operating Principal and manager, if any, if you are a legal entity, or You and your manager, if any, if you are an individual, and up to two (2) additional business staff. Additional persons may attend initial training for a fee of up to $250 each, per day. You or Your Operating Principal (if you are a corporate entity) and/or manager, if any, shall attend and successfully complete the initial training program to the satisfaction of Cookies N' Cream before You may open the Cookies N' Cream business.

5.2.2 Continuing Training

In an effort to maintain brand standards and to protect and enhance the goodwill associated with the System and the Marks, Cookies N' Cream may offer ongoing training or education programs on matters related to the operation or promotion of the Cookies N' Cream business on an optional or mandatory basis, as it deems appropriate, in its sole discretion. You shall attend and complete all such continuing education programs Cookies N' Cream requires. You shall be responsible for Your own expenses and those of Your employees who attend any such training or education programs. Cookies N' Cream may also require you to pay a fee for continuing training and education programs of its costs, plus an administrative fee. You must complete all education and training programs Cookies N' Cream designates to Cookies N' Cream's satisfaction.

5.3 Periodic Advisory Assistance

Cookies N' Cream will, as it deems advisable, provide periodic advisory assistance to You concerning the operation and promotion of the Cookies N' Cream business.

5.4 Manual

Cookies N' Cream will lend You a Manual containing explicit instructions for use of the Marks, specifications for goods that will be used in or sold by the Cookies N' Cream business, sample business forms, information on marketing, management, and administration methods developed by Cookies N' Cream for use in the Cookies N' Cream business, names of approved suppliers, and other information that Cookies N' Cream believes may be necessary or helpful to You in Your operation of the Cookies N' Cream business. Cookies N' Cream will revise the Manual periodically, at its discretion to conform to the changing needs of the Franchise Network and will distribute updated pages containing these revisions to You from time-to-time. Alternatively, and in lieu of a hard copy of the Manual, Cookies N' Cream may make available to You a Manual in electronic form that is accessible to you. Cookies N' Cream will notify You of any updates to the Manual. You shall be responsible for immediately downloading and complying with the revised Manual.

5.5 Advertising

Cookies N' Cream may, but is not required to, provide you with electronic access to certain advertising materials, including in PDF format. These materials may include video and audiotapes, copy-ready print advertising materials, posters, banners and miscellaneous point-of-sale Items, and may be regional or national at Cookies N' Cream's sole discretion. Printing of any and all such materials shall be at your sole cost and expense. Cookies N' Cream reserves the right to change the format in which it provides these materials to you in the future.

5.6 Approved Suppliers

Cookies N' Cream has the absolute right to limit the suppliers with whom you may deal. Cookies N' Cream will provide to You a list of the names and addresses of the approved suppliers who then-currently meet Cookies N' Cream's standards and specifications in the Manual. Cookies N'

Cream reserves the right to act as the only approved supplier for some or all of the Approved Products and Services and products You will purchase for Your Cookies N' Cream business. Cookies N' Cream reserves the right to charge a mark-up on any product or service sold to You. In advising You of suppliers who meet its standards and specifications, Cookies N' Cream expressly disclaims any warranties or representations as to the condition of the goods or services sold by the suppliers, including, without limitation, expressed or implied warranties as to merchantability or fitness for any intended purpose. You agree to look solely to the manufacturer or the supplier of equipment or services for the remedy for any defect in the goods or services. Cookies N' Cream reserves the right to change the list of approved suppliers from time-to-time, in its sole and absolute discretion.

Cookies N' Cream may receive payments and/or other compensation from approved suppliers in any form on account of such suppliers dealing with You and/or other franchisees, and Cookies N' Cream may use all amounts so received for any purpose Cookies N' Cream deems appropriate. You acknowledge and agree that Cookies N' Cream shall have the right to collect and retain all manufacturing allowances, marketing allowances, rebates, credits, monies, payments, or benefits (collectively. Allowances") offered by suppliers to You or to Cookies N' Cream or its affiliates based upon Your purchases of Proprietary Services, products and other goods and services. You assign to Cookies N' Cream or its designee all of Your right, title and interest in, and to any and all such Allowances and authorize Cookies N' Cream or its designee to collect and retain any or all such Allowances without restriction.

Cookies N' Cream may, from time-to-time, revoke its approval of particular items, services, products or suppliers if Cookies N' Cream determines, in its sole and absolute discretion. Upon receipt of notice of such revocation, You shall cease to offer, sell or use any disapproved item, products or services and You shall immediately cease to purchase from any disapproved supplier.

6. PAYMENTS BY FRANCHISEE

6.1 Initial Franchise Fee

When You sign this Agreement, You shall pay Cookies N' Cream in cash or another form of payment that will make the funds immediately accessible to Cookies N' Cream, such as cashier's check or wire transfer, an initial franchise fee of $40,000 (the "Initial Franchise Fee"). The Initial Franchise Fee is not refundable.

6.2 Royalties

During the term of this Agreement, You shall pay Cookies N' Cream a continuing royalty fee in the amount of 6% of weekly Gross Revenue, due each Wednesday, for the preceding week ending on Sunday.

6.3 Method and Application of Payments

You shall pay your continuing weekly royalties (including minimum royalties), advertising fees, and all other fees you are required to pay to Cookies N' Cream, in accordance with the procedures

designated by Cookies N' Cream, which procedures Cookies N' Cream has the discretion to change at any time upon written notice to you. Payment of royalties and fees shall be made by electronic funds transfer or direct deposit.

At no time will You sell, encumber or assign any of Your revenue stream, which includes, but is not limited to, current or future customer charges, to any other party without the prior written consent of Cookies N' Cream.

Cookies N' Cream has the right to apply any payment it receives from You to any past due amount You owe to Cookies N' Cream regardless of how You indicate the payment is to be applied. Cookies N' Cream reserves the right to change the manner in which you pay any and all fees you are required to pay to Cookies N' Cream at any time upon written notice to you.

6.4 When Payments Begin

Your obligation to pay continuing weekly royalties (or minimum royalties) and other fees begins on the date Your business opens for business, or six (6) months from the Effective Date of this Agreement, whichever is sooner.

6.5 Audit

Cookies N' Cream has the right during normal working hours to audit Your books and records, including Your tax returns with respect to the Cookies N' Cream business. If an audit discloses an underpayment of royalties, advertising, or other fees payable under this Agreement, You shall immediately pay these amounts to Cookies N' Cream, together with accrued interest on the amount underpaid in accordance with Section 6.9 of this Agreement. In addition, if the underpayment exceeds two percent (2%) of the total royalty, advertising, or other fee payable for any period covered under the audit, You shall reimburse Cookies N' Cream for all expenses actually incurred by Cookies N' Cream in connection with the audit, including reasonable attorneys' fees.

6.6 Training Fees and Costs

Cookies N' Cream will not charge a fee for the initial training program for Your Operating Principal, manager, if any, if you are a legal entity, or You and your manager, if any, if you are an individual and up to three (3) additional business staff. However, if additional persons are trained, Cookies N' Cream may charge a training fee of $250 per person, per day. Cookies N' Cream may also charge a training fee for continuing education programs at cost plus an administrative fee determined by Cookies N' Cream for all training offered by Cookies N' Cream, You shall pay any costs of travel, lodging, meals and other incidental expenses that You and Your employees incur. You shall also pay for the cost of business class transportation, lodging, meals, and other incidental expenses incurred by Cookies N' Cream in connection with any training conducted at Your site.

6.7 Consulting Fees and Costs

In addition to the periodic advisory assistance described in Section 5.3, optional consulting services may be made available to You by Cookies N' Cream on a per hour fee basis, at a rate

determined by Cookies N' Cream, plus reimbursement of direct costs. You shall promptly pay such consulting fees and reimburse Cookies N' Cream for all incidental expenses incurred by Cookies N' Cream in rendering such consulting services, including, but not limited to, the cost of business class transportation, lodging, meals, and telephone, fax, and courier charges.

6.8 Transfer Fee

You shall pay to Cookies N' Cream a transfer fee of thirty percent (30%) of our then-current initial franchise fee or five percent (5%) of the sales price, whichever is greater, as a condition of, and prior to, any Transfer.

6.9 Interest on Late Payments

Any payment not received by Cookies N' Cream when due will bear interest at one and one half (1.5%) per year or at the highest rate allowed by applicable law on the date when payment is due, whichever is less. Interest charges on late payments are intended to partially compensate Cookies N' Cream for loss of use of the funds and for internal administrative costs resulting from late payment which would otherwise be difficult to measure precisely. The fact that such charges are imposed shall not be construed as a waiver of Cookies N' Cream right to timely payment.

6.10 Supplier and Product Evaluation Fee

If You would like to use alternative supplier for a product or service to be used in or sold at Your Cookies N' Cream business (except in instances where we have designated a sole supplier of any product, item, good, equipment service or supplies), You must submit a Supplier and Product Evaluation Form (as set forth in Section 7.3.3) and may be required to pay a Supplier and Product Evaluation Fee. The current Supplier and Product Evaluation Fee is one thousand dollars ($1,000) for each alternative supplier request You submit to Us. If a fee is required, it is due and payable upon submission of an alternative supplier request. It is not refundable under any circumstances. We may grant or deny any such request in our sole and absolute discretion.

6.12 Priority of Payments

All fees paid in accordance with this Section 6, inclusive, shall be paid on a preferred priority basis, before the payment of operating and capital expenditures, including, but not limited to, rent, vendors, suppliers, distributors, advertisers, salaries, commissions, and in advance of all distributions and remunerations by You to Your Operating Principal and/or Related Parties.

7. OBLIGATIONS OF FRANCHISEE

7.1 Use of Trade Name and Marks

7.1.1 Permitted Use

You may use the Trade Name and Marks only in the operation of the Cookies N' Cream business within the Approved Territory in accordance with the terms and conditions of this Agreement and

subject to the limitations specified by Cookies N' Cream in the Manual or otherwise in writing. **You shall not, under any circumstances, use the Trade Name or any of the Marks, including "Cookies N' Cream," in any manner, in the name of your corporation, limited liability company, partnership or other legal entity.** You may not license any third party to use Cookies N' Cream's Trade Name and Marks. You may not use the Trade Name or Marks on the internet, in any electronic advertising or social media, including but not limited to on Facebook®, Twitter®, Instagram®, YouTube® or other similar electronic advertising or social media without our prior written consent. You may not use any other trade name or marks at the Approved Location, or in connection with the Cookies N' Cream business, without the express written consent and direction of Cookies N' Cream. You shall refrain from engaging in any action (or failing to take any action) that causes or could cause damage to the Marks, the System, or the goodwill associated with the Marks.

7.1.2 Changes in Trade Names and Marks

Cookies N' Cream has invested substantial time, energy, and money in the promotion and protection of its Trade Name and Marks as they exist on the Effective Date. However, You and Cookies N' Cream recognize that rights in intangible property such as the Trade Name and Marks are often difficult to establish and defend, and that changes in the cultural and economic environment within which the System operates or third-party challenges to Cookies N' Cream rights in the Marks may make changes in the Trade Name and Marks desirable or necessary. Cookies N' Cream therefore reserves the right to change its Trade Name and Marks (although it has no present intention to do so) and the specifications for each when Cookies N' Cream believes that such changes will benefit the Franchise Network. Cookies N' Cream will do this in a manner that minimizes cost to You. You agree that You shall promptly conform, at Your own expense, to any such changes.

7.1.3 Advertising Materials

You agree to submit to Cookies N' Cream copies of all advertising materials that You propose to use at least two weeks before the first time they are broadcast or published. Cookies N' Cream will review the materials within a reasonable time and will promptly notify You in writing as to whether it approves or rejects them. Cookies N' Cream may not withhold its approval unreasonably. For purposes of this paragraph, advertising materials that differ from previously approved materials only in such variables as date or price will be considered to be previously approved. Even if Cookies N' Cream approves specified materials, it may later withdraw its approval in its sole and absolute discretion, including, without limitation, if it reasonably believes this is necessary to make the advertising conform to changes in the System or to correct unacceptable features of the advertising, including any misrepresentation in the advertising material.

7.1.4 Legal Protection

You agree to notify Cookies N' Cream immediately in writing if You become aware of any unauthorized use of Cookies N' Cream's Trade Name, Marks, or System. You shall promptly notify Cookies N' Cream in writing of any claim, demand or suit against You or against Your principals. You shall promptly notify Cookies N' Cream in writing of any claim, demand or suit

against You or against Your principals in connection with Your use of the Trade Name, Marks, or System. In any action or proceeding arising from or in connection with any such claim, demand, or suit, You agree that Cookies N' Cream may select legal counsel and has the right to control the proceedings. In certain cases, as described in Section 8.5 of this agreement, Cookies N' Cream will indemnify and hold You harmless.

7.2 Site Selection and Approval, Lease or Purchase of Location

7.2.1 Site Selection

You shall, on Your own initiative and at Your own expense, locate, obtain and occupy the site for the Cookies N' Cream business. The site shall be a minimum of 750 square feet with six to eight tables for a Traditional Cookies N' Cream Business, and 200 square feet for a Kiosk Cookies N' Cream Business, and shall meet minimum demographic/geographic requirements, as described in the Manual, which vary by region. You are responsible for completing and submitting to Cookies N' Cream for review and approval the information and materials regarding your proposed site. Cookies N' Cream will issue its preliminary approval or disapproval of your proposed site within 30 days after Cookies N' Cream has received all of the information and materials. Cookies N' Cream may not withhold its approval unreasonably. Cookies N' Cream will not be deemed to have withheld its approval unreasonably if the proposed site fails to meet Cookies N' Cream's then-current standards and specifications, as Cookies N' Cream determines in its sole and absolute discretion. If, after your submission to Cookies N' Cream of the necessary documents, Cookies N' Cream issues an approval of your proposed site (the "Approved Location") you shall submit a copy of the proposed lease for the Approved Location before you sign the lease.

You acknowledge and agree that our recommendation or approval of a particular site for the Cookies N' Cream business, and any information communicated to you regarding our site-selection requirements or criteria, do not constitute a representation or warranty of any kind, express or implied, as to the suitability of the location or for any other purpose. By approving a particular site for the Cookies N' Cream business, Cookies N' Cream does not guarantee that the Cookies N' Cream business will be successful. You acknowledge that your selection of the site for the Cookies N' Cream business is based on Your own independent investigation of the suitability of the site.

If you do not locate an Approved Location and enter into a lease or purchase agreement for the Approved Location in accordance with paragraph 7.2.2 below within one hundred and twenty (120) days of the Effective Date, Cookies N' Cream may terminate this Agreement. You hereby acknowledge that Cookies N' Cream will not refund the Initial Franchise Fee to You if You are unable to secure a satisfactory site.

Before we begin reviewing any site you propose for your Cookies N' Cream Franchised Business, you must pay us a Location Assessment Fee of $1,500 (the "Location Assessment Fee") for that proposed site. The Location Assessment Fee is payable on a per proposed site basis. Each time you submit a new site for our review, you must pay an additional $1,500 Location Assessment Fee for that site before we begin any review or site-selection assistance with respect to that site.

The Location Assessment Fee compensates us for our time, resources, and out-of-pocket costs in performing a location assessment of the site you propose.

7.2.2 Purchase or Lease of the Location

As stated above, You must lease, sublease or purchase the Approved Location within one hundred and twenty (120) days of the Effective Date. If you fail to do so, we have the right to immediately terminate this Agreement. We have the right, but not the obligation, to review the business terms of any lease, sublease, lease renewal or purchase contract for the Approved Location before You sign it. You must include all of the provisions set forth in the Lease Rider attached to this Agreement as Exhibit H, along with any other provision we designate, in the lease agreement for the Approved Location. You shall not execute a lease, sublease, lease renewal or purchase agreement, or any modification to any lease, sublease or lease renewal, without first obtaining our written approval. If we disapprove of Your lease, sublease, lease renewal or purchase agreement, the Approved Location shall be deemed disapproved and you shall have no right to open or operate the Cookies N' Cream business at such location. **You acknowledge that our approval of the lease, sublease, lease renewal or purchase contract, as applicable, does not constitute a warranty or representation of any kind, express or implied, as to its fairness, suitability, or for any other purpose.** You are strongly advised to seek legal counsel to review, negotiate and evaluate the proposed lease for the Approved Location on Your behalf. You shall provide us with a fully-executed copy of the lease, sublease, lease renewal or purchase contract within five (5) business days following the date such agreement is fully executed.

7.3 Quality Control

7.3.1 Business Construction and Opening

(a) Plans and Specifications. Cookies N' Cream will provide you with its then-current generic, prototypical plans for a typical Cookies N' Cream business, including a sample layout for the interior of a typical franchised location. You acknowledge that such plans and specifications shall not contain the requirements of any federal, state, or local law, code, or regulation (including, without limitation, those concerning the Americans with Disabilities Act (the "ADA") or similar rules governing public accommodations or commercial facilities for persons with disabilities), nor shall such plans contain the requirements of, or be used for, construction drawings or other documentation necessary to obtain permits or authorization to build your Cookies N' Cream business. It shall be Your sole and absolute responsibility to construct the Cookies N' Cream business in accordance with all applicable laws, including the ADA and local laws, rules and regulations governing public accommodations.

(b) Adaption of Plans and Specifications. You shall, at Your sole cost and expense, employ architects, designers, engineers or others as may be necessary to complete, adapt, modify or substitute the sample plans and specifications to Cookies N' Cream prior to commencing construction of the Cookies N' Cream business.

Cookies N' Cream will review such plans and specifications and will approve or provide comments on the plans and specifications to You.

(c) Cookies N' Cream's Approval. You shall not commence construction of the Cookies N' Cream business until Cookies N' Cream approves, in writing, the final plans and specifications to be used in constructing the Cookies N' Cream business. Once the final plans are approved, You shall cause the Cookies N' Cream business to be completed in full accordance therewith.

(d) Alterations and Modifications. If Cookies N' Cream determines that the Cookies N' Cream business is not being built, or was not built, in full accordance with the final plans, Cookies N' Cream shall have the right to require You to cause to be made all alterations or modifications of the Cookies N' Cream business that Cookies N' Cream deems necessary. Cookies N' Cream may consult with You, to the extent Cookies N' Cream deems necessary, on the construction and equipping of the Cookies N' Cream business, but it will be and remain Your sole responsibility to diligently design, construct, equip and otherwise ready and open the Cookies N' Cream business.

(e) Zoning and Permits. You shall be responsible, at your expense, for obtaining all zoning classifications, permits clearances, certificates of occupancy and Cookies N' Cream business clearances which may be required by governmental authorities for the Cookies N' Cream business.

(f) Insurance Coverage. You shall obtain and maintain in force during the entire period of such construction, such insurance policies required under Your lease agreement, in addition to such policies and coverage amounts as Cookies N' Cream may designate in its sole discretion. Currently, you must have the following insurance
(g) at a minimum:

- Comprehensive general liability insurance with limits of at least $1,000,000 per person per occurrence (and $2,000,000 aggregate for bodily injury) and at least $50,000 for property damage per occurrence;

- Personal injury and advertising injury insurance with limits of at least $1,000,000 per occurrence;

- Employer Practices Liability insurance with limits of at least $1,000,000;

- An Umbrella Liability insurance policy with a limit of at least $1,000,000;

- "All risk" insurance on the premises, equipment and supplies, for loss or damage by fire, windstorm, flood, casualty, theft and other risk usually insured against by the owners or lessors of similar property, for at least 100% of the replacement cost of the property. Unless you obtain a written waiver from us, any Cookies N' Cream Business sustaining loss or

damage must be repaired, restored, or rebuilt within 60 days after the date of the loss or damage;

- Automobile liability insurance on each vehicle used in the business within the minimum coverage limits as required by the law of the state or jurisdiction in which you are engaged in business; and

- Business Interruption Insurance in an amount necessary to satisfy your obligations under the Franchise Agreement and lease for the Franchised Business location, for a minimum of 12 months;

- Worker's compensation or similar insurance as required by the law of the state or jurisdiction in which you are engaged in business. This insurance must be maintained for trainees, as well as for those employed or engaged in the operation of your Cookies N' Cream Business, if required by your state or jurisdiction.

(h) Licensed Contractors. You shall use licensed general contractors, designers and architects in performing any and all construction work at the Cookies N' Cream business, including in connection with any remodeling or renovations. Cookies N' Cream expressly disclaims any warranty of the quality or merchantability of any goods or services provided by architects, contractors or any other persons or entities to which Cookies N' Cream may refer You. Cookies N' Cream is not responsible for delays in the construction, equipping or decoration of any Cookies N' Cream business, or for any loss resulting from the Cookies N' Cream business design or construction. You acknowledge that Cookies N' Cream has no control over the landlord or developer, and numerous construction and/or related problems that could occur and delay the opening of the Cookies N' Cream business.

(i) Cookies N' Cream Access to Business and Progress Reports. Cookies N' Cream shall have access to the Cookies N' Cream business at all times during the Term, including while work is in progress and may require alterations or modifications of the construction of the Cookies N' Cream business that Cookies N' Cream deems necessary to ensure brand uniformity and system standard compliance.

(j) Final Inspection, Approval. You shall promptly notify Cookies N' Cream of the date of completion of the construction of the Cookies N' Cream business. Cookies N' Cream shall have the right to conduct a final inspection of the Cookies N' Cream business. You shall not open the Cookies N' Cream business for business without the express written authorization of Cookies N' Cream, and Cookies N' Cream's authorization to open may be conditioned upon your strict compliance with the specifications of the approved final plans and with the standards of the System.

(k) Installation of Equipment, Furnishings, Fixtures, and Signs/Décor.

i. You shall install and use in and about the Cookies N' Cream business only such equipment, fixtures, furnishings, interior and exterior signage, and

other personal property, which strictly conforms to the appearance, uniform standards, specifications and procedures of Cookies N' Cream and the System, as may be revised from time-to-time in Cookies N' Cream's sole discretion. Such items are sometimes referred to herein collectively as "Equipment and Furnishings." You shall purchase and install all Equipment and Furnishings only from those suppliers Cookies N' Cream designates or approves in its sole discretion, including affiliates of Cookies N' Cream. Cookies N' Cream shall have the right to retain any rebates or incentives offered by such vendors or suppliers. Cookies N' Cream reserves the right to be one of, or the sole, supplier of any Equipment and Furnishings and may derive revenue, benefits, or other material consideration from such purchases. Cookies N' Cream shall have the right to inspect and approve all Equipment and Furnishings and their installation to ensure your compliance with Cookies N' Cream's System Standards and Specifications.

ii. You agree that all decor of the Cookies N' Cream business must be previously approved by Cookies N' Cream and must comply with Cookies N' Cream's standards, as described in the Manual or in other written communications Cookies N' Cream provides to you, which may be periodically revised. Cookies N' Cream shall be deemed to be the owner of all copyrights in and to all forms of art or other visual media displayed in the business, including pictures, drawings photographs and items that Cookies N' Cream directs you to display (the "Art"), as well as all intellectual property rights in and to the Art. You shall not, without Cookies N' Cream's prior written consent, allow any of the Art to become a fixture of Your Cookies N' Cream business and You shall not display or use the Art in any other business. Your failure to maintain your Cookies N' Cream business's decor in compliance with Cookies N' Cream's specifications and standards described in the Manual or otherwise constitutes a material breach of this Agreement.

(l) Completion and Opening Requirements. You shall complete construction of the Cookies N' Cream business (including all exterior and interior carpentry, electrical painting, and finishing work, and installation of all furniture, fixtures, equipment, and signs) in accordance with the plans approved in writing by Cookies N' Cream, at your expense and open the Cookies N' Cream business to the public no later than two hundred and seventy (270) days after the Effective Date (the "Required Opening Date'). Time is of the essence. You may not open the Cookies N' Cream business to the public until Cookies N' Cream issues a written approval authorizing your opening. Cookies N' Cream will not issue its approval, and you will be prohibited from opening the business, if (a) the business has not been constructed and equipped in accordance with Cookies N' Cream's standards and specifications, (b) you fail to successfully complete initial training, or (c) in view of Cookies N' Cream's management, Cookies N' Cream determines you and your employees are not prepared to open.

Opening without Cookies N' Cream's written certification that You are prepared to do so is a material breach of this Agreement and constitutes infringement on Cookies N' Cream's intellectual property rights, justifying injunctive relief and termination of this Agreement. **By certifying that Cookies N' Cream's management believes You are prepared to commence business, Cookies N' Cream does not guarantee that the Cookies N' Cream business will be successful.** Your success will depend on a number of factors, including general economic conditions and Your skill and hard work which are not within Cookies N' Cream control.

7.3.2 Compliance with Manual

You shall operate Your Cookies N' Cream business in complete compliance with the standards and specifications, as set forth in the Manual, or otherwise in writing. Cookies N' Cream may make changes to any of these standards and specifications, at any time, in Cookies N' Cream's sole and absolute discretion. Such changes may necessitate the purchase of equipment, supplies furnishings or other goods, completion of additional training by Your employees, remodeling of the Cookies N' Cream business, or other cost to You. You shall promptly conform to the modified standards and specifications at Your own expense. You shall, at all times, keep Your copy of the Manual current (by, for example, inserting in it revised pages given to You by Cookies N' Cream and deleting superseded pages, or downloading from Cookies N' Cream's website, the current version of the Manual upon notification of any revision to the Manual). If there is any dispute as to the requirements of the Manual at any point in time, the terms of the master copy of the Manual maintained by Cookies N' Cream will control.

You shall at all times treat the Manual, any other manuals created for or approved for use in the operation of the Cookies N' Cream business, and the information contained therein as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Except for those portions of the Manual that Cookies N' Cream designates, in writing, as appropriate for copying and use at the Cookies N' Cream business, You shall not, at any time, copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any third party without our prior written consent.

7.3.3 Required Products and Services

You must offer all of the products and services we designate. We have the right to modify these items from time-to-time, at our sole discretion. You may not offer or sell any other product or service without our prior written consent. You must use the proprietary and nonproprietary techniques, materials and supplies we designate in the Manual. You must provide all services (including Proprietary Services) in accordance with the standards and specifications set forth in the Manual. You must, at all times, maintain sufficient staff, materials and supplies to meet reasonably anticipated customer demand.

(a) Approved Suppliers. We have the absolute right to limit the suppliers with whom you may deal. We may require you to purchase certain items, products, services, signs, furnishings, supplies, fixtures and equipment from us or distributors we have

approved. Unless we specify otherwise in writing, you may be required to purchase all goods, items, products, equipment and services required for the development and operation of the business from our approved or designated suppliers. We have the right to designate one supplier for any given item or service. We may provide you with a list of suppliers, which list may change over time. While the suppliers included on this list may be mandated, approved and/or recommended, we reserve the right to change this list, from time-to-time, in our sole discretion. Notifications of changes to the approved suppliers list will be communicated to you through changes to the Manual or other written communications, including via electronic mail. We may revoke approval of suppliers in our sole and absolute discretion, at any time, upon written notice. We may become an approved supplier, and/or the only supplier, for any item, product, good and/or service at any time. We reserve the right to own an interest in any entity that will act as an approved supplier for any or all products and services You will use, offer and/or sell in the Cookies N' Cream business.

(b) Right to Derive Income. We may derive income, consideration payments and other benefits on account of your purchase or lease of any products, services, supplies, equipment and/or other items from us or any supplier, including approved suppliers and/or designated suppliers. This income may be derived in any form, including as a rebate from various suppliers based on the quantity of System franchisee purchases. We may use these benefits for any purpose we deem appropriate. We are not obligated to remit any benefits to you and reserve the right to retain all such benefits.

(c) Alternative Suppliers. If you want to purchase any item, product service, goods, equipment or supplies from a supplier or distributor who is not on our approved list, you may request our approval of the supplier or distributor (except in instances where we have designated a sole supplier of any product, item good, equipment, service or supplies), which we may grant or deny in our sole and absolute discretion. The proposed supplier's or distributor's product or service, as applicable, must conform in every respect to our standards and specifications, and the supplier or distributor must have a good business reputation and be able and willing to provide sufficient quantities of the product and adequate service to you. The supplier or distributor must also provide us with any information we request in order to analyze the supplier's or distributor's suitability, and the composition and conformity of the product to our standards. This evaluation may include a sampling of the product at either the supplier's/distributor's or our place of business as we may designate. Where appropriate, we may require the supplier or distributor to provide us with product liability insurance. All suppliers and distributors must agree to provide us with reports concerning all purchases by you or other franchisees. You may be required to pay us a Supplier and Product Evaluation Fee of not more than one thousand dollars ($1,000) for each alternative supplier request You submit to Us. We cannot predict with any certainty how long any evaluation will take, however, we will attempt to complete our evaluation within thirty (30) days. Upon the completion of our evaluation, we will inform you of our approval

or disapproval of your request. If we approve the supplier or distributor, the supplier or distributor is added to our approved list, however, our approval of a supplier or distributor relates only to the item or product line evaluated and specifically approved by us.

Our standards, specifications and other criteria, for supplier or distributor approval have been developed by us, our affiliates, and/or or principals through the expenditure of extensive work and time, and are considered confidential information. Therefore, we do not make our standards and specifications or our other criteria for supplier or distributor approval available to you or suppliers.

(d) Modifications. We may modify our specifications and standards for any item or revoke our approval of any supplier or distributor who fails to adhere to our quality standards or other requirements. We may limit the number of potential suppliers that we consider for approval and, for some categories of products, we may designate a third-party or ourselves as an exclusive supplier.

NEITHER COOKIES N' CREAM, ITS PARENTS OR AFFILIATES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES REGARDING ANY ITEM OR SERVICE, AND COOKIES N' CREAM AND ITS AFFILIATES EXCLUDE (AND EXPRESSLY DISCLAIM) ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, except as set forth in a particular written warranty, if any, provided in connection with a particular item or service.

(e) Further Restrictions. You shall not offer or sell any product, item or service we have not designated or expressly approved in writing without our prior written consent, which may be granted or withheld in our sole and absolute discretion. We reserve the right to sell products and services to you for a profit.

(f) Purchasing Programs, Promotional Programs. We may establish national or regional purchasing programs for the purpose of negotiating purchases of certain products and/or services from approved or designated suppliers. The purchasing programs may (but are not required to) benefit you by reducing prices, increasing reliability in supply, improving distribution, and establishing consistent pricing for reasonable periods to avoid market fluctuations. If a national and/or regional purchasing program is established for the region where your Franchised Business is located, you must participate in the program.

(g) Pricing. You must offer all Proprietary Services, products and services that we designate. We reserve the right to prohibit you from charging prices lower than our published prices for any service or item, to the maximum extent allowed by applicable law. We may also suggest pricing to you from time-to-time. We may change the types of authorized goods and services, and the prices for authorized goods and services sold by You in our sole discretion. There are no limitations on our right to make changes.

7.3.4 Inspections.

In an effort to advance the protection and enhancement of the Cookies N' Cream brand and the Marks, Cookies N' Cream and/or its designated agents or representatives may conduct periodic quality control and records inspections of the Cookies N' Cream business at any time during the Term. Inspections may be made with or without prior notice. Without limiting the foregoing, you grant Cookies N' Cream and its agents the right to: (a) enter upon the Cookies N' Cream business premises for the purpose of conducting inspections, and you shall cooperate with Cookies N' Cream representatives in such inspections by rendering such assistance as they may reasonably request; (b) photograph your Cookies N' Cream business and observe and record video of your business's operation for consecutive or intermittent periods as Cookies N' Cream deems necessary; (c) interview your personnel and customers; and (d) inspect and copy any books records and documents related to your Cookies N' Cream business's operation. You shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. If any inspection reveals that you are not in compliance with any provision of this Agreement, the Manual, or any of Cookies N' Cream's standards and/or specifications, you shall be deemed in breach of your obligations under this Agreement and Cookies N' Cream shall have the right to terminate this Agreement as provided under Section 10.2 of this Agreement, if you fail to cure the breach before the expiration of all applicable notice and cure periods. You further agree that You will reimburse Cookies N' Cream for its representative's time and travel expenses if an additional inspection at the Cookies N' Cream business is required when a violation has occurred and You have not corrected the violation.

7.3.5 Customer Satisfaction

You must present customers with such evaluation cards or forms as the Franchisor may periodically prescribe, for return by the customers to Cookies N' Cream If Your scores from the customer response forms do not meet Cookies N' Cream's then-current standards, as may be described in the Manual, Cookies N' Cream may suggest ways in which You can improve Your scores. If You do not take immediate, effective steps to bring Your operation into conformity with Cookies N' Cream's standards, Your failure to do so will constitute a material breach of this Agreement, and You shall be subject to termination pursuant to Section 10.2.

You shall respond to all customer complaints suggestions and the like via e-mail, telephone, or regular mail within 48 hours of submission by the customer or prospective customer.

You shall install a video and/or security system, in a manner we deem acceptable, in our sole discretion, and shall provide Cookies N' Cream with access to view the video at any time.

7.3.6 Maintenance Requirements

All equipment repairs shall be completed within seventy-two (72) hours. Any damaged or "worn" equipment shall be repaired (reupholstered, etc.) every six months, or as needed. Interior walls of common areas shall be painted or "touched up" every six months, or as needed. You shall maintain

the Cookies N' Cream business in accordance with the requirements set forth in the Manual. From time-to-time, Cookies N' Cream may require You to remodel all or part of the Cookies N' Cream business and purchase new equipment furniture, fixtures, signs and other such items as Cookies N' Cream designates in its sole discretion. You must promptly, at Your own cost and expense, remodel refurbish, and improve the Cookies N' Cream business as instructed by Cookies N' Cream.

7.3.7 Notification of Complaints

You shall notify Cookies N' Cream promptly if You are served with a complaint or demand in any legal proceeding that is in any way related to the Cookies N' Cream business or if You become aware that You are the subject of any complaint to or investigation by a governmental agency, governmental licensing authority, or consumer protection agency. You shall notify Cookies N' Cream immediately upon receipt of any notice of a breach of the lease agreement for the premises of the Cookies N' Cream business. You must notify Cookies N' Cream of any claim arising from or affecting the financial condition of your Cookies N' Cream business.

7.3.8 Computer System Requirements

You shall purchase and maintain a computer and point-of-sale system, as designated by Cookies N' Cream (the "POS System"), to be used in the operation of the Cookies N' Cream business and for reporting purposes. You shall comply with the following provisions relating to the POS System:

(a) You shall update and upgrade the POS System as designed by Cookies N' Cream. Cookies N' Cream may require you to enter into a separate maintenance and/or support agreement for your POS System, at any time, at your sole cost and expense;

(b) You shall record all sales at or from the Cookies N' Cream business at the time of sale, in accordance with Cookies N' Cream's procedures, on the POS System;

(c) You shall comply with such requirements determined by Cookies N' Cream, from time-to-time, regarding maintenance, training, storage and safeguarding of data, records, reports, and other matters relative to the POS System; and

(d) Cookies N' Cream has the right to independently access any and all information on your POS System, at any time, without first notifying you. Without limiting the generality of the foregoing, you shall, at your sole cost and expense, permit Cookies N' Cream immediate access to your POS System, electronically or otherwise, at all times, without prior notice to you. Cookies N' Cream shall have the right to use the information accessed on the POS System in any manner Cookies N' Cream determines, including the right to use any and all such information in Cookies N' Cream's Franchise Disclosure Document, and to share financial statements, including profit and loss statements, with other System franchisees.

COOKIES N' CREAM MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY MATERIALS. COOKIES N' CREAM DISCLAIMS ANY AND ALL WARRANTIES RELATED TO THE COMPUTER SYSTEM, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, INTEROPERABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, OR THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING. COOKIES N' CREAM DOES NOT WARRANT THAT THE COMPUTER SYSTEM WILL BE FREE FROM DEFECTS OR THAT USE OF THE COMPUTER SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE.

IN NO EVENT WILL COOKIES N' CREAM BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, ANY DAMAGES ASSOCIATED WITH LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA OR LOSS OF PROFITS) ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPUTER SYSTEM OR ITS USE.

7.3.9 Data Security

You shall use your best efforts to protect your customers against any and all data breaches and cyber-events, including, without limitation, identity theft or theft of personal information (a "Data Security Breach"). If a Data Security Breach occurs, in the interest of protecting the goodwill associated with the Cookies N' Cream brand and franchise system, Cookies N' Cream hereby reserves the right to (but does not undertake the obligation to) directly or through its designee, perform or control any and all aspects of the response to such Data Security Breach, including, without limitation, the investigation, containment and resolution of the event and all communications with the franchise system, vendors and suppliers, customers, law enforcement agencies, regulatory authorities and the general public. You hereby acknowledge and agree that a Data Security Breach and/or any response to a Data Security Breach may impact operations of the business, including, without limitation, interruption in operations. You hereby acknowledge and agree that neither Cookies N' Cream nor any of its parents, affiliates, subsidiaries, owners, officers, directors, or employees shall be liable to You for any damages arising out of or resulting from any Data Security Breach or any action or inaction in response to a Data Security Breach. You shall at all times be compliant with all Payment Card Industry Data Security Standards, any and all requirements imposed by all applicable payment processors and payment networks, including credit card and debit card processors, and any and all state and federal laws, rules and regulations relating to data privacy, data security and security breaches. You hereby acknowledge and agree that if Cookies N' Cream engages or designates a third party service provider to administer a data security program, you will be required to comply with the requirements of such service provider. It is your responsibility to ensure that you operate the business at all times in compliance with all aforementioned laws, rules, regulations and requirements and you are strongly encouraged to engage legal, and data security professionals, including insurance providers to ensure your full compliance and adequate protection.

7.4 Management and Personnel

You are not required to devote a minimum number of hours to the management and operation of Your Cookies N' Cream business. However, another employee who has successfully completed Cookies N' Cream initial training program shall be present at the business whenever the Cookies N' Cream business is open for business. You shall maintain, at all times, a staff of competent conscientious and trained employees sufficient to operate the Cookies N' Cream business in compliance with Cookies N' Cream's standards. Cookies N' Cream does not direct or control labor or employment matters for You or Your employees, or for any of Cookies N' Cream's franchisees and/or their employees. Cookies N' Cream may make suggestions and may provide guidance relating to such matters; however it is entirely Your responsibility to determine whether to adopt, follow and/or implement any of our suggestions or guidance. Notwithstanding anything contained in this Agreement to the contrary, mandatory specifications, standards and operating procedures including as set forth in any manual, do not include the terms or conditions of employment for any of your employees, nor do they include mandated or required personnel policies or procedures.

7.5 Advertising

Recognizing the value of advertising, marketing, and promotion, and the importance of the standardization of advertising, marketing, and promotion programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

7.5.1 Grand Opening Advertising You must spend at least Ten Thousand Dollars ($10,000) (the "Grand Opening Advertising Minimum") on qualifying Grand Opening Advertising for the Franchised Business during the period beginning thirty (30) days before, and ending ninety (90) days after, the date on which the Franchised Business first opens for business to the public (the "Opening Date"). The Grand Opening Advertising Minimum is in addition to, and not in lieu of, your obligations with respect to the Brand Fund, any local advertising requirement, and any cooperative advertising obligation set forth elsewhere in this Agreement.

7.5.2 Local Advertising

You shall spend at least one and a half percent (1.5%) of Gross Revenue per month on local marketing, advertising and promotion in such manner as Cookies N' Cream may, in its sole discretion, direct in the Manual or otherwise in writing from time-to-time. Upon Cookies N' Cream's request, You shall provide satisfactory evidence of its local advertising and promotion expenditures in such manner as Cookies N' Cream shall direct in the manual or otherwise in writing from time-to-time.

7.5.3 Brand Fund Contribution

You shall pay to Cookies N' Cream a fee to contribute to the expense of regional advertising, marketing and promotion undertaken by Cookies N' Cream for the benefit of the System in accordance with the manual or as otherwise stated in writing from time-to-time.

7.5.4 Websites

Unless otherwise approved in writing by Cookies N' Cream, You shall not establish a separate Website. However, Cookies N' Cream shall have the right to require that You have one or more references or webpage(s), as designated and approved in advance by Cookies N' Cream, within Cookies N' Cream's principal Website, which is currently www.cookiesncreamusa.com ("Our Website"). The term "Website" means an interactive electronic document contained in a network of computers linked by communications software, commonly referred to as the Internet or World Wide Web, including, but not limited to, any account, page, or other presence on a social or business networking media site, such as Facebook, Twitter, Linked In, and on-line blogs and forums ("Networking Media Sites"). Cookies N' Cream shall have the right to require that You not have any Website other than the webpage(s), if any, made available on Our Website.

7.5.4.1 Cookies N' Cream Website

Cookies N' Cream may approve a separate Website for You (which Cookies N' Cream is not obligated to approve; and which approval, if granted, may later be revoked by Cookies N' Cream) subject to the conditions set forth in this Section 7.5.4.1:

(a) You specifically acknowledge and agree that any Website owned or maintained by or for the benefit of You shall be subject to Cookies N' Cream's prior review and approval;

(b) Any expenditures by You in connection with any Website shall not count towards fulfilling Your advertising obligations under this Section 7 of the Agreement;

(c) Before establishing any Website, You shall submit to Cookies N' Cream, for Cookies N' Cream's prior written approval, a sample of the proposed Website domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including, without limitation, meta tags) in the form and manner Cookies N' Cream may reasonably require;

(d) Cookies N' Cream may designate a single vendor or supplier for the purposes of assisting You in creating Your Website;

(e) If approved, You shall not subsequently modify such Website without Cookies N' Cream's prior written approval as to such proposed modification;

(f) You shall comply with the standards and specifications for Websites that Cookies N' Cream may periodically prescribe in the Manual or otherwise in writing;

(g) If required by Cookies N' Cream, You shall establish such hyperlinks to Cookies N' Cream's Website and other Websites as Cookies N' Cream may request in writing; and

(h) You shall not make any posting or other contribution to a Networking Media Site relating to Cookies N' Cream, the System, the Proprietary Marks, or the Franchised Business that: (i) is derogatory, disparaging, or critical of Cookies N' Cream; (ii) is offensive, inflammatory, or indecent; (iii) harms the goodwill and public image of the System and/or the Proprietary Marks; or (iv) violates Cookies N' Cream's policies relating to the use of Networking Media Sites.

7.5.4.2 Changes to Technology

You acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, You agree that Cookies N' Cream shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and You agree that You shall abide by those reasonable new standards established by Cookies N' Cream as if this Agreement were periodically revised by Cookies N' Cream for that purpose.

7.5.5 Intentionally Blank.

7.5.6 Signs

You shall permanently display, at Your own expense, in Your Cookies N' Cream business and on your vehicle to be used in the operation of the franchised business, Cookies N' Cream signs of any nature, form, color, number, location and size, and containing any legends, that Cookies N' Cream has designated in the Manual or otherwise in writing. Cookies N' Cream has the right to require you to change, modify, update upgrade and/or change any and all signs used in connection with the operation of your Cookies N' Cream business at any time upon written notice to you.

7.5.7 Marketing Materials

All marketing and promotion by You shall be in such media and of such type and format as Cookies N' Cream may approve, shall be conducted in a dignified manner and shall conform to such standards and requirements as Cookies N' Cream may specify. You shall not use any advertising or promotional plans or materials unless and until You have received written approval from Cookies N' Cream You shall provide satisfactory evidence of Your local advertising and promotion expenditures in such as a manner as Cookies N' Cream shall direct in the Manual or otherwise in writing from time-to-time. Cookies N' Cream may make available to You, from time-to-time, at Your expense, such promotional materials, including newspaper mats, coupons, merchandising materials, point-of-purchase materials, special promotions, and similar advertising and promotional maters.

7.5.8 Promotions

You acknowledge that periodic rebates, give-a-ways, and other promotions and programs are an integral part of the System. Accordingly, You, at your sole cost and expense, shall, from time-to-time, issue and offer such rebates, give-a-ways, and promotions, in accordance with any reasonable advertising programs established by Cookies N' Cream, and shall further honor such rebates, give-

a-ways, and promotions, issued by Cookies N' Cream, as long as all of the above does not contravene regulations and laws of appropriate government agencies.

7.5.9 Telephone Directories

You shall, at your sole expense, obtain listings in the white and yellow pages of local telephone directories. You shall comply with Cookies N' Cream's specifications concerning the form and size of such listings, and the number of directories in which such listings will be placed. Additionally, You are required to obtain listings and/or advertise with Cookies N' Cream and other franchisees of the System on electronic yellow pages directories and other online directories as Cookies N' Cream may designate in the Manual or otherwise in writing. Cookies N' Cream reserves the right to place, and subsequently remove or modify, such online listings and advertisements on Your behalf, For any listings or advertisement posted or on behalf of You, You shall promptly pay, upon demand by Cookies N' Cream, Your *pro rata* share of the costs of such listings or advertisements.

7.5.10 Franchise Advisory Council

Cookies N' Cream shall have the right, in its discretion, to require the establishment of a franchise advisory council (the "Advisory Council") in Your Approved Territory. In the event such Advisory Council is established, You shall participate actively in the Advisory Council as Cookies N' Cream designates and participate in all Advisory Council meetings approved by Cookies N' Cream Cookies N' Cream reserves the right to prepare and amend the governing documents for the Advisory Council from time-to-time, in its sole discretion, at any time. Cookies N' Cream, in its sole discretion, will determine the topic areas to be considered by the Advisory Council. The purpose of the Advisory Council shall include, but is not limited to, exchanging ideas and problem-solving methods, advising Cookies N' Cream on expenditures for system-wide advertising, and coordinating franchisee efforts. Amounts and expenditures may vary from time-to-time due to variations in Advisory Council participation and costs, as determined by the Advisory Council, and as approved by Cookies N' Cream, Cookies N' Cream shall have the right to form, change, or dissolve an Advisory Council at any time in its sole discretion.

7.6 Financial Information

7.6.1 Records

You shall record all sales and all receipts of revenue on individual serial-numbered receipts. Bank Deposits must validate all receipts. You shall retain daily sales reporting forms and accompanying records for at least three (3) years after the date of sale (or for a longer period if required by state or local law). You shall retain all other records and receipts used in the ordinary course of business. You shall furnish all records to Cookies N' Cream upon request.

7.6.2 Reports

You shall submit to Cookies N' Cream, on or before the fifteenth (15th) day following the end of each month, financial reports on the income and expenses of the Cookies N' Cream business in

the format specified in the Manual. You shall also submit to Cookies N' Cream, at the time of filing, copies of all federal state and local income, sales, and property tax returns. Cookies N' Cream will use this data to confirm that You are complying with Your obligations under this Agreement, and to formulate earnings and expense information for possible disclosure to prospective franchisees. In addition to the foregoing, on or before the fifteenth (15th) day following the end of each month, you shall submit proof of payment for any leasehold rental obligations, sales tax, and payroll taxes.

7.7 Insurance

7.7.1 Minimum Insurance Requirements

Before You open the Franchised Business, and throughout the Term, You shall obtain and maintain, at Your sole expense, the following minimum insurance coverages, or such other coverages as We may reasonably require in the Manuals or otherwise in writing:

1. Commercial General Liability Insurance with a minimum combined single limit of $1,000,000 per occurrence and $2,000,000 annual aggregate, covering bodily injury, personal injury, advertising injury, and property damage;
2. Property insurance covering "all risk" of direct physical loss or damage to the premises, equipment, supplies, and inventory, with coverage equal to 100% of the replacement cost;
3. Employer Practices Liability Insurance with limits of at least $1,000,000;
4. Umbrella Liability Insurance with a limit of at least $1,000,000;
5. Workers' Compensation and Employer's Liability Insurance as required by applicable law;
6. Automobile liability insurance for any vehicles used in the operation of the Franchised Business in amounts not less than those required by applicable law;
7. Business Interruption Insurance in an amount sufficient to satisfy Your obligations under this Agreement and any lease for the Franchised Business location for a minimum period of twelve (12) months;
8. Any other insurance that is required by applicable law or that We reasonably require from time to time.

Each insurance policy must name Us and Our affiliates as additional insureds and provide for at least thirty (30) days' prior written notice to Us of cancellation or material modification. You shall furnish certificates of insurance evidencing the required coverage upon Our request and annually thereafter.

7.7.2 Non-Waiver

Your obligation to obtain and maintain the policy or policies in the amounts specified in the Manual shall not be limited in any way by reason of any insurance that may be maintained by Cookies N' Cream, nor shall Your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 8.5 of this Agreement.

7.7.3 Franchisor Entitled to Recover

All public liability and property damage policies shall contain a provision that Cookies N' Cream, although not named as an insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to Cookies N' Cream or its agents or employees by reason of the negligence of You or your agents or employees.

7.7.4 Certificates of Insurance

Prior to the commencement of any operations under this Agreement, and thereafter at least thirty (30) days prior to the expiration of any policy, You shall deliver to Cookies N' Cream Certificates of Insurance evidencing the proper types and minimum amounts of coverage. All Certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given Cookies N' Cream in the event of material alteration to or cancellation of the coverages evidenced by such Certificates.

7.7.5 Right to Procure Insurance

Should You, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time-to-time by Cookies N' Cream in the Manual or otherwise in writing, Cookies N' Cream shall have the right and authority (but not the obligation) to procure and maintain such insurance in Your name and to charge same to You, which charges, together with Our reasonable expenses in so acting, shall be payable by You immediately upon notice. The foregoing remedies shall be in addition to any other remedies Cookies N' Cream may have under this Agreement, or at law or in equity.

7.8 Financial and Legal Responsibility

7.8.1 Compliance with Law

You shall comply with all federal, state and local laws and regulations pertaining directly or indirectly to the Cookies N' Cream business. You shall keep current and legally compliant all licenses, permits, bonds, contracts, and deposits made to or required by any government agency in connection with the operation of the Cookies N' Cream business. You are responsible for compliance with all requirements imposed by applicable law rule, or regulation.

7.8.2 Payment of Indebtedness

You shall pay promptly when due all taxes and debts that You incur in the conduct of Your business. Except in connection with the financing of the initial development of the Business, including your obtainment of any SBA financing, the Cookies N' Cream business and all assets and equipment used in connection with the operation of the Cookies N' Cream business shall remain free and clear of any pledge, mortgage, hypothecation, lien, charge, encumbrance, security interest or purchase right or options unless approved by Cookies N' Cream in writing. The Business revenues, including Gross Revenues and if You are a partnership, corporation, or limited liability company, each of your Owners' interest in the franchisee entity, shall be and remain free and clear of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement,

proxy, security interest or purchase right or options, unless approved by Cookies N' Cream in writing.

7.9 Franchised Business Operations

You shall use the Business solely for the operation of the business franchised hereunder; shall keep the Business open and in normal operation for such minimum hours and days as Cookies N' Cream may specify in the Manual or otherwise directs from time-to-time; shall refrain from using or permitting the use of the Business for any other purpose or activity at any time without first obtaining the written consent of Cookies N' Cream; and shall operate the Business in strict conformity with such methods, standards, and specifications as Cookies N' Cream may, from time-to-time, prescribe in the Manual or otherwise in writing. You shall refrain from deviating from such standards, specifications, and procedures without Cookies N' Cream's prior written consent.

8. RELATIONSHIP OF PARTIES

8.1 Interest in Marks and System

You expressly understand and acknowledge that:

(a) Cookies N' Cream (or its affiliate(s)) is the owner of all rights, title and interest in and to the Marks and the goodwill associated with and symbolized by them;

(b) The Marks are valid and serve to identify the System and those who are authorized to operate under the System;

(c) Neither You nor any principal of You shall directly or indirectly contest the validity of Cookies N' Cream's ownership of the Marks, nor shall You directly or indirectly, seek to register the Marks with any government agency;

(d) Your use of the Marks does not give You any ownership interest or other interest in or to the Marks, except the licensure granted by this Agreement;

(e) Any and all goodwill arising from Your use of the Marks shall inure solely and exclusively to Cookies N' Cream's benefit, and upon expiration or termination of this Agreement, and the license herein granted, no monetary amount shall be assigned or attributable to any goodwill associated with Your use of the System or the Marks; and

(f) The right and license of the Marks granted hereunder to You is non-exclusive, and Cookies N' Cream thus has and retains the rights, among others:

i. to use the Marks itself in connection with selling services, products and other;

ii. to grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees;

iii. to develop and establish other systems using the same or similar Marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to You; and

iv. to, from time-to-time, modify or delete existing Marks upon notice to You. You have absolutely no right to use any specific deleted mark owned or controlled by Cookies N' Cream or its Affiliate.

8.2 Independent Status

It is expressly agreed that the parties intend by this Agreement to establish between you and Cookies N' Cream the relationship of franchisee and franchisor. It is further agreed that you have no authority to create or assume in Cookies N' Cream's name or on Cookies N' Cream's behalf any obligation express or implied or to act or purport to act as agent or representative on our behalf for any purpose whatsoever. Neither you nor Cookies N' Cream is the employer, employee, agent, partner, fiduciary or co-venturer, of or with the other, each being independent. All employees and agents hired or engaged by or working for you will be only the employees or agents of yours and will not, for any purpose be deemed employees or agents of Cookies N' Cream nor subject to Cookies N' Cream's control. Cookies N' Cream has no authority to exercise control over the hiring or termination of your employees, independent contractors, agents or others who work for you, their compensation, working hours or conditions, or their day-to-day activities, except to the extent necessary to protect the brand and the Marks. You shall file your own tax, regulatory and payroll reports with respect to your employees, agents and contractors, and you shall save, indemnify and hold Cookies N' Cream and its parents, affiliates, owners, officers, directors and subsidiaries harmless from any and all liability, costs and expenses, of any nature, that any such party incurs related to these obligations. You shall, in all respects, be an independent contractor and nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint-venturer, joint-employer, partner, employee or servant of the other for any purpose whatsoever. Without limiting the foregoing, You are an independent legal entity and must make this fact clear in Your dealings with suppliers, lessors, government agencies, employees, customers and others. You and Cookies N' Cream are completely separate entities and are not fiduciaries, partners joint-venturers, or agents of the other in any sense, and neither party has the right to bind the other. No act or assistance by either party to the other pursuant to this Agreement may be construed to alter this relationship. You are solely responsible for compliance with all federal, state, and local laws rules and regulations, and for complying with Cookies N' Cream policies, practices, and decisions relating to the operation of the Cookies N' Cream business. You shall rely on Your own knowledge and judgment in making business decisions, subject only to the requirements of this Agreement and the Manual. You may not expressly or implicitly hold Yourself out as an employee, partner, shareholder, member, joint-venturer or representative of Cookies N' Cream, nor may You expressly or implicitly state or suggest that You have the right or power to bind Cookies N' Cream, or to incur any liability on Cookies N' Cream's behalf. You may not use the Trade Name or Marks as part of Your corporate name limited liability company name or limited partnership name. There is no fiduciary duty between You and Cookies N' Cream.

8.3 Display of Disclaimer

You shall conspicuously display a sign that states that "THIS COOKIES N' CREAM RESTAURANT IS AN INDEPENDENTLY OWNED AND OPERATED FRANCHISED BUSINESS" within each Business, business cards, client/customer agreements, stationery, purchase order forms, invoices, and other documents that You use in Your business dealings with suppliers, government agencies, employees and customers must clearly identify You as an independent legal entity.

8.4 Confidentiality

You acknowledge and agree that the information, ideas, forms, marketing plans and other materials disclosed to You under this Agreement, whether or not included in the Manual, are confidential and proprietary information and trade secrets of Cookies N' Cream. Any and all information, knowledge and techniques which Cookies N' Cream designates as confidential shall be deemed confidential for purposes of this Agreement, except information which You can demonstrate came to Your attention prior to disclosure thereof by Cookies N' Cream or which, at or after the time of disclosure by Cookies N' Cream to You, had become or later becomes a part of the public domain, through publication or communication by others. You agree to maintain the confidentiality of all such material. You may not disclose any such information to any third-party, except to Your employees and agents, as necessary in the regular conduct of the Cookies N' Cream business, and except as authorized in writing by Cookies N' Cream. You shall be responsible for requiring compliance of Your Related Parties and employees with the provisions of this Section. You shall obtain signed Nondisclosure, Nonsolicitation and Noncompetition Agreements, in the form of Exhibit E to this Agreement, from Your Related Parties and employees, and send Cookies N' Cream a copy of each such agreement upon demand.

8.5 Mutual Indemnification

You and your Related Parties agree to indemnify, defend and hold harmless us our affiliates, and our and their respective shareholders, members, directors, officers, employees, agents, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one or more of the Indemnified Parties for, all claims obligations, and damages directly or indirectly arising out of or related to your act or omission, the act or omission of any of your Related Parties, employees, agents or representatives, the Cookies N' Cream business's operation, the business you conduct under this Agreement, or your breach of this Agreement, including, without limitation, those alleged to be caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court with competent jurisdiction. For purposes of this indemnification, claims include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants , arbitrators, attorneys' fees, and expert witness fees costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation arbitration or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at your expense and agree to settlements or take any other

remedial, corrective, or other actions. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third-party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this paragraph. Without limiting the foregoing, if Cookies N' Cream is made a party to a legal proceeding in connection with Your act or omission, Cookies N' Cream may hire counsel to protect its interests and bill You for all costs and expenses incurred by Cookies N' Cream. You shall promptly reimburse Cookies N' Cream for such costs and expenses.

You shall notify Cookies N' Cream immediately when you learn about an infringement or challenge to your use of any Mark, including the Cookies N' Cream mark. Cookies N' Cream will take the action Cookies N' Cream deems appropriate in any such situation. Cookies N' Cream has exclusive control over any proceeding or settlement concerning any of the Marks. You must take all actions that, in the opinion of Cookies N' Cream's counsel, may be advisable to protect and maintain Cookies N' Cream's interests in any proceeding or to otherwise protect and maintain Cookies N' Cream's interests in the Mark. While Cookies N' Cream is not required to defend you against a claim arising from your use of any of the Marks, Cookies N' Cream will indemnify and hold you harmless from all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark provided that (a) your use is and has been in accordance with the terms of this Agreement and such other terms as may be specified by Cookies N' Cream; and (b) you notify us of the proceeding or alleged infringement in a timely manner and you have complied with Cookies N' Cream's directions regarding the proceeding. Cookies N' Cream has the right to control the defense and settlement of any proceeding. Cookies N' Cream will not reimburse you for your expenses and legal fees for separate, independent legal counsel, or for expenses in removing signage or discontinuing your use of any Mark. Cookies N' Cream will not reimburse you for disputes where Cookies N' Cream and/or any of its parents, affiliates, successors or assigns challenges your use of a Mark.

8.6 Covenants

8.6.1 In-Term Covenants

(a) During the Term, You shall not, directly or indirectly, for yourself or through, on behalf of, or in conjunction with any person or entity, own, maintain, operate, engage in, consult with, provide any assistance to, or have any interest (direct or indirect) in a Competitive Business (as defined below).

(b) You shall not divert or attempt to divert any business, client, or potential client of the Cookies N' Cream business or any other System restaurant to any competitor, by direct or indirect inducement or otherwise, or to do or perform, directly or indirectly, any other act, injurious or prejudicial, to the goodwill associated with the Marks or the System.

The term "Competitive Business" shall mean any and all businesses that are competitive with Cookies N' Cream business, including, without limitation any business that operates a fast-casual or kiosk concept offering fresh baked cookies, ice cream, cereal bar, coffee or other products and services we may require from time to time, or any similar food service business.

8.6.2 Post-Term Covenants

You may not, for a continuous, uninterrupted period commencing upon the expiration, transfer or termination of this Agreement (regardless of the cause for termination), and continuing for two (2) years thereafter, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, persons (including your spouse or any immediate family member, or the spouse or any immediate family member of any personal guarantor of this Agreement), partnership, limited liability company or corporation, own, maintain, operate, engage in, provide any assistance to, or have any interest in, any Competitive Business that is located: (i) at the Cookies N' Cream business; (ii) within twenty-five (25) miles of the Cookies N' Cream business; or (iii) within twenty-five (25) miles of any other System restaurant located then in existence or under construction.

8.6.3 Miscellaneous

You agree that the length of time in Section 8.6.2 will be tolled for any period during which you are in breach of the covenant or any other period during which Cookies N' Cream seeks to enforce this Agreement. The parties agree that the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If any court of competent jurisdiction determined that the geographic limits, time period or line of business defined by this Section 8 (inclusive of all subsections) is unreasonable, the parties agree that such a court of competent jurisdiction may determine an appropriate limitation to accomplish the intent and purpose of this Section and the parties, and each of them, agree to be bound by such determination.

9. TRANSFER OF FRANCHISE

9.1 Franchisor's Right to Transfer

Cookies N' Cream shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity, and any designated assignee of Cookies N' Cream shall become solely responsible for all obligations of Cookies N' Cream under this Agreement from the date of assignment. You shall execute such documents, as Cookies N' Cream may request, that are reasonably necessary to permit Cookies N' Cream to transfer or assign this Agreement and all or any part of its rights or obligations herein.

9.2 Franchisee's Conditional Right to Transfer

You understand and acknowledge that the rights and duties set forth in this Agreement are personal to You, and that Cookies N' Cream has granted this franchise in reliance of Your (or, if You are a corporation, partnership, or limited liability company, your principals) business skill, financial capacity and personal character. Accordingly, neither You nor any immediate or remote successor

to any part of Your interest in this Agreement, nor any individual, partnership, limited liability company, corporation or other legal entity, which directly or indirectly owns any interest in You, shall sell, assign, transfer, convey, pledge, encumber, merge or give away (collectively, "transfer") this Agreement, any direct or indirect interest in You, or in all or substantially all of the assets of the Franchise without prior written consent of Cookies N' Cream Any purported assignment or transfer not having the written consent of Cookies N' Cream, required by Section 9.3, shall be null and void and shall constitute a material breach of this Agreement, for which Cookies N' Cream may immediately terminate without opportunity to cure pursuant to Section 10.2.1 of this Agreement. The foregoing remedies shall be in addition to any other remedies Cookies N' Cream may have under this Agreement or at law or in equity.

9.3 Conditions of Transfer

Franchisee shall notify Cookies N' Cream in writing of any proposed transfer of this Agreement, any direct or indirect interest in You, or in all or substantially all of the assets of Cookies N' Cream business, at least thirty (30) days before such transfer is proposed to take place. Cookies N' Cream shall not unreasonably withhold its consent to any transfer. Cookies N' Cream may, in its sole discretion, require any or all of the following as conditions of its approval:

(a) That all of Your accrued monetary obligations and all other outstanding obligations to Franchisor and its affiliates have been satisfied;

(b) That You are not in default of any provision of this Agreement, any amendment or addendum hereof or successor hereto, or any other agreement between You and Cookies N' Cream or its affiliates;

(c) That the transferor shall have executed a general release, in a form prescribed by Cookies N' Cream, of any and all claims against Cookies N' Cream and its affiliates, and their respective officers, directors, agents, shareholders, and employees;

(d) That the transferor (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Cookies N' Cream may request) demonstrate to Cookies N' Cream's satisfaction that it meets Cookies N' Cream's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate the Cookies N' Cream business (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to operate the Cookies N' Cream business, taking into consideration the purchase price paid by the transferee for the Cookies N' Cream business; and has not operated a business in competition with Cookies N' Cream;

(e) That (1) at Cookies N' Cream's option, (a) the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Cookies N' Cream may request) enter into a written assignment, in a form satisfactory to Cookies N' Cream, assuming and agreeing to discharge all of Your

obligations under this Agreement, or (b) the transferee(s) execute, for a term ending on the expiration date of this Agreement and with such renewal term(s) as may be provided by this Agreement, the Cookies N' Cream's then-current form of Franchise Agreement and other ancillary agreements as Franchisor may require for the Cookies N' Cream business, which agreements shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, including, without limitation, higher royalty fees, advertising contributions, or other fees, and a smaller or modified Territory, except that the transferee shall not be required to pay any initial franchise fee; and (2) the transferee's principal guaranty the performance of all such obligations in writing in a form satisfactory to Cookies N' Cream;

(f) That You remain liable for all of the obligations to Cookies N' Cream in connection with the Cookies N' Cream business which arose prior to the effective date of the transfer and execute any and all instruments reasonable requested by Cookies N' Cream to evidence such liability;

(g) That the transferee (or, if the transferee is a corporation, partnership or limited liability company, a principal of the transferee acceptable to Cookies N' Cream) and the transferee's manager (if transferee or transferee's principal will not manage the Cookies N' Cream business), at the transferee's expense, have successfully completed any training programs then in effect upon such terms and conditions as Cookies N' Cream may reasonably require and pay Cookies N' Cream the then-current training fee;

(h) Cookies N' Cream approves the terms and conditions of the transfer agreement between transferor and transferee; and

(i) You pay to Cookies N' Cream a transfer fee of thirty percent (30%) of our then-current initial franchise fee or five percent (5%) of the sales price, whichever is greater; however, in the case of a transfer to a corporation or limited liability company formed by You for the convenience of ownership (as determined by Cookies N' Cream in its sole discretion), no such transfer fee shall be required.

9.4 Franchisor's Right of First Refusal

If any party holding any direct or indirect interest in this Agreement, in You, or in all or substantially all of the assets of the restaurant desires to accept any bona fide offer from a third party to purchase such interest, You shall notify Cookies N' Cream as provided in Section 9 hereof, and shall provide such information and documentation relating to the offer as Cookies N' Cream may require. Cookies N' Cream shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the seller that Cookies N' Cream intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Cookies N' Cream elects to purchase the seller's interest, closing on such purchase shall occur within sixty (60) days from the date of notice to the seller of the election to purchase by Cookies N' Cream. If Cookies N' Cream elects not to purchase the seller's interest, any material change

thereafter in the terms of the offer from a third party shall constitute a new offer subject to the same rights of first refusal by Cookies N' Cream as in the case of the third party's initial offer. Failure of Cookies N' Cream to exercise the option afforded by this Section 9 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 9, with respect to a proposed transfer. In the event the consideration, terms and/or conditions offered by a third party are such that Cookies N' Cream may not reasonably be required to furnish the same consideration, terms and/or conditions, then Cookies N' Cream may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within thirty (30) days on the reasonable equivalent in cash of the consideration, terms and/or conditions offered by the third party, an independent appraiser shall be designated by Cookies N' Cream at Cookies N' Cream's expense, and the appraiser's determination shall be binding.

9.5 Death or Mental Incapacity

Upon the death, physical or mental incapacity of any person with an interest in this Agreement, in You, or in all or substantially all of the assets of the Business, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by Cookies N' Cream within six (6) months after such death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any *inter vivos* transfer. In the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 9, the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by Cookies N' Cream within a reasonable time, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, Franchisor may terminate this Agreement, pursuant to Section 10 hereof.

9.6 Non-Waiver

Cookies N' Cream's consent to a transfer of any interest in this Agreement, in You, or in all or substantially all of the assets of the business, shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Cookies N' Cream's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

10. TERMINATION OF FRANCHISE

10.1 Termination by Consent of the Parties

This Agreement may be terminated upon the mutual consent of the parties.

10.2 Termination by Cookies N' Cream

10.2.1 Immediate Termination upon Notice of Default

Upon the occurrence of any of the following defaults, Cookies N' Cream may, at its option, terminate this Agreement effective immediately upon written notice to You:

(a) If You misuse the Trade Name, Marks or the System, or engage in conduct which reflects materially and unfavorably upon the goodwill associated with them, or if You use in the Cookies N' Cream business any names, marks, systems, logotypes or symbols that Cookies N' Cream has not authorized You to use.

(b) If You have any direct or indirect interest in the ownership or operation of any business other than the Cookies N' Cream business that is confusingly similar to the Cookies N' Cream business or uses the System or Marks, or if You fail to give Cookies N' Cream a signed copy of the Nondisclosure, Nonsolicitation and Noncompetition Agreement, a form of which is attached hereto as Exhibit E for You (or if You are a corporation, all officers and shareholders, or, if You are a partnership, all Your general partners, or, if You are a limited liability company, all Your members) within ten (10) days after Cookies N' Cream requests it.

(c) If You attempt to assign or Transfer Your rights under this Agreement in any manner not authorized by this Agreement.

(d) If You have made any material misrepresentations in connection with the acquisition of a Cookies N' Cream business or to induce Cookies N' Cream to enter into this Agreement.

(e) If You act without Cookies N' Cream's prior written approval or consent in regard to any matter for which Cookies N' Cream's prior written approval or consent is expressly required by this Agreement.

(f) If You cease to operate the Cookies N' Cream business, unless (i) operations are suspended for a period of no more than one hundred and eighty (180) days, and (ii) the suspension is caused by fire, condemnation, or other act of God.

(g) If You fail to permanently correct a breach of this Agreement, or to meet the operational standards stated in the Manual, after being twice requested in writing by Cookies N' Cream to correct a similar breach or meet a similar standard in any twelve (12) months period.

(h) If a threat or danger to public health or safety results from the construction, maintenance or operation of the Cookies N' Cream business.

(i) Except as otherwise required by the United States Bankruptcy Code, if You become insolvent, are adjudicated a bankrupt, or file or have filed against You a petition in bankruptcy, reorganization, or similar proceeding.

(j) If You plead guilty to, plead no contest to, or are convicted of, a felony, a crime involving moral turpitude, or any other crime or offense that Cookies N' Cream believes is reasonably likely to have an adverse effect on the System or Marks, the goodwill associated therewith, or Cookies N' Cream's interest therein.

(k) If You maintain false books or records, or submit any false reports to Cookies N' Cream.

(l) If You offer a product or service without Cookies N' Cream's consent, or fail to offer any product or service designated by Cookies N' Cream.

10.2.2 Termination after Five Days' Notice to Cure

Cookies N' Cream may, at its option, terminate this Agreement, effective five (5) days after written notice is given to You, if You fail to make any payment when due under this Agreement or any other agreement between You and Cookies N' Cream.

10.2.3 Termination after Thirty Days' Notice to Cure

Upon the occurrence of any of the following defaults, Cookies N' Cream may, at its option, terminate this Agreement after thirty (30) days' notice to cure:

(a) If You fail to submit to Cookies N' Cream in a timely manner any information You are required to submit under this Agreement.

(b) If You fail to begin operation of the Cookies N' Cream business within the time limits as provided in this Agreement, or if You fail to operate your Cookies N' Cream business in accordance with this Agreement and/or the Manual.

(c) If You default in the performance of any other obligation under this Agreement, or any other agreement with Cookies N' Cream.

Under this Section 10.2.3, Cookies N' Cream may terminate this Agreement only by giving written notice of termination stating the nature of such default to You at least thirty (30) days prior to the effective date of termination; provided, however, that You may avoid termination by immediately initiating a remedy to cure such default, curing it to Cookies N' Cream's satisfaction, and by promptly providing proof thereof to Cookies N' Cream within the thirty (30) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to You effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

10.3 Rights and Obligations After Termination or Expiration

Upon termination of this Agreement for any reason, the parties will have the following rights and obligations:

(a) Cookies N' Cream will have no further obligations under this Agreement.

(b) You shall give the final accounting for the Cookies N' Cream business, pay Cookies N' Cream within thirty (30) days after termination all payments due to Cookies N' Cream, and return the Manual and any other property belonging to Cookies N' Cream.

(c) You shall immediately and permanently cease to operate the Cookies N' Cream business. You shall immediately and permanently stop using the Marks or any confusingly similar marks, the System, or any advertising, signs, stationery, or forms that bear identifying marks or colors that might give others the impression that You are operating a Cookies N' Cream business, You shall refrain from any statement or action that might give others the impression that You are or ever were affiliated with the Cookies N' Cream Franchise Network.

(d) You shall promptly sign any documents and take any steps that, in the judgment of Cookies N' Cream, are necessary to delete Your listings from classified telephone directories, disconnect, or, at Cookies N' Cream's option, assign the Cookies N' Cream all telephone numbers that have been used in the Cookies N' Cream business, and terminate all other references that indicate You are or ever were affiliated with Cookies N' Cream or a Cookies N' Cream business. By signing this Agreement, You irrevocably appoint Cookies N' Cream as Your attorney-in-fact to take the actions described in this paragraph if You do not do so Yourself within seven (7) days after termination of this Agreement. You further irrevocably assign Your telephone numbers listed on Exhibit A, or hereinafter acquired for the operation of Your Cookies N' Cream business, to Cookies N' Cream.

(e) You shall maintain all records required by Cookies N' Cream under this Agreement for a period of not less than five (5) years after final payment of any amounts You owe to Cookies N' Cream when this Agreement is terminated (or such longer period as required by applicable law).

(f) Cookies N' Cream, or its designee, has an option to purchase the business from You, including but not limited to any or all of the physical assets of the Cookies N' Cream business, including its equipment, supplies and inventory, during a period of sixty (60) days following the effective date of termination. If Cookies N' Cream notifies You that it (or its designee) wishes to purchase the assets of the business from You following Termination of this Agreement, You must immediately surrender possession of the Cookies N' Cream business to Cookies N' Cream or Its designee upon demand. Cookies N' Cream or its designee will operate the Cookies

N' Cream business at its expense pending determination of the purchase price as set forth below. The equipment, supplies, and inventory will be valued as follows:

i. The lower of depreciated value or fair market value of the equipment supplies and inventory; and

ii. Depreciated value of other tangible personal property calculated on the straight-line method over a five (5) year life, less any liens or encumbrances.

Cookies N' Cream must send written notice to You within thirty (30) days after termination of this Agreement of its (or its designee's) election to exercise the option to purchase. If the parties do not agree on a price within the option period, the option period may be extended for up to fifteen (15) business days to permit appraisal by an independent appraiser who is mutually satisfactory to the parties. If the parties fail to agree upon an appraiser within the specified period, each will appoint an appraiser and the two appraisers thus appointed must agree on a third appraiser within ninety (90) days after termination who must determine the price for the physical assets of the Cookies N' Cream business in accordance with the standards specified above. This determination will be final and binding upon both Cookies N' Cream, or Cookies N' Cream's designee, as applicable, and You.

Cookies N' Cream or its designee may exclude from the assets appraised any signs, equipment, inventory, and materials that are not reasonably necessary (in function or quality) to the operation of the Cookies N' Cream business, or that Cookies N' Cream has not approved as meeting Cookies N' Cream's then-current standards, the purchase price determined by the appraisal will reflect such exclusions (the "Purchase Price").

The Purchase Price shall be paid at a closing date not later than ninety (90) days after determination. Cookies N' Cream has the right to offset against the Purchase Price any and all amounts that You or Your Related Parties owe Cookies N' Cream and/or its Related Parties. At closing, You agree to deliver instruments transferring (i) good and marketable title to the assets purchased, free and clear of all hens and encumbrances, with all sales and transfer taxes paid by You (ii) all licenses and permits related to the business which can be assigned, (iii) the leasehold interest in the Approved Location, (iv) a release agreement signed by You and Your Related Parties in a form and substance acceptable to Cookies N' Cream, and (v) such other documentation as we may reasonably request.

(g) Cookies N' Cream (or its designee) has an option to replace You as lessee under any equipment lease or note for equipment that is used in connection with the Cookies N' Cream business. Upon request by Cookies N' Cream, You shall give Cookies N' Cream or its designee copies of the leases for all equipment used in the Cookies N' Cream business immediately upon termination. Upon request by Cookies N' Cream, You shall allow Cookies N' Cream and/or its designee the

opportunity, at a mutually satisfactory time, to inspect the leased equipment. Cookies N' Cream must request the information and access described in this paragraph within fifteen (15) days after termination. It must advise You of its (or its designee's) intention to exercise the option within fifteen (15) days after it has received the information and/or inspected the equipment. Cookies N' Cream or its designee may assume any equipment lease in consideration of its assumption of future obligations under the lease. Upon exercise of this option by Cookies N' Cream or its designees, You shall be fully released and discharged from future rents and other future liabilities under the lease if the terms of the lease permit it, but not from any debts to the lessor that already exist on the date when the option is exercised.

(h) If Cookies N' Cream declines to exercise the option, purchase, or assume the lease on Your equipment, You may sell it to either another Cookies N' Cream franchisee or, with Cookies N' Cream's prior written approval, You may de-brand the equipment and sell it to a non-franchisee.

(i) You may not sell, or in any way divulge, the client list of Your Cookies N' Cream business.

(j) If the premises are leased from a third-party, and if Cookies N' Cream elects, you shall immediately assign your interest in the lease to Cookies N' Cream or its designee and immediately surrender possession of the premises to Cookies N' Cream. You are and shall remain liable for all of your obligations accruing up to the effective date of any lease agreement.

(k) Franchisee and its Related Parties shall abide by the post-termination restrictive covenants in Section 8.6 of this Agreement.

(l) Virginia Post-Termination Restriction Limitation: Notwithstanding anything in this Agreement to the contrary, for Franchised Businesses located in the Commonwealth of Virginia, Franchisor shall not restrict Franchisee's right to engage in the business of offering, selling, or distributing goods or services at retail following the termination or expiration of this Agreement, in accordance with § 13.1-563(A)(4) of the Virginia Retail Franchising Act. However, in the event Franchisee sells the Franchised Business to Franchisor or to a third party at a mutually agreed upon price, this Agreement may include a restriction on Franchisee's right to engage in such business for a period not to exceed two (2) years following such sale, as permitted under § 13.1-563(B) of the Virginia Retail Franchising Act.

10.4 No Limitation of Remedies

No right or remedy conferred upon or reserved to Cookies N' Cream (including as set forth in Section 10.3 above) is intended to be, nor shall be deemed exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right

or remedy. Nothing herein shall be construed to deprive Cookies N' Cream of the right to recover damages as compensation for lost future profits. Termination of this Agreement will not end any obligation of either party that has come into existence before termination. All obligations of the parties which, by their terms, or by reasonable implication are to be performed in whole or in part after termination, shall survive termination.

11. MISCELLANEOUS PROVISIONS

11.1 Construction of Contract

Section headings in this Agreement are for reference purposes only and will not in any way modify the statements contained in any section of this Agreement. Each word in this Agreement may be considered to include any number or gender that the context requires.

11.2 Governing Law, Venue and Jurisdiction

11.2.1 This Agreement shall take effect upon its acceptance and execution by Cookies N' Cream. Except to the extent governed by the United States Arbitration Act (9 U.S.C. § 1, et seq.), and the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C § 1050, et seq.), this Agreement, the franchise, and all claims arising from or in any way related to the relationship between Cookies N' Cream, and/or any of its Related Parties, on the one hand, and you, and any of your owners, guarantors and/or affiliates, on the other hand, shall be interpreted and construed under the laws of the State of New York, which laws shall prevail in the event of any conflict of law, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its franchise, will not apply unless jurisdictional requirements are met independently without reference to this paragraph.

11.2.2 In the event the arbitration clause set forth in Section 11.8 is inapplicable or unenforceable, and subject to Cookies N' Cream's rights, as outlined in Section 11.9, the following provision shall govern: The parties hereby expressly agree that the United States District Court for the Southern District of New York, or if such court lacks subject matter jurisdiction, the Judicial Branch of New York, Westchester County, Civil Department, shall be the exclusive venue and exclusive proper forum in which to adjudicate any case or controversy arising out of or related to, either directly or indirectly, this Agreement, ancillary agreements, or the business relationship between the parties. The parties further agree that, in the event of such litigation, they will not contest or challenge the jurisdiction or venue of these courts. You acknowledge that this Agreement has been entered into in the State of New York and that you are to receive valuable and continuing services emanating from Cookies N' Cream's headquarters in New York. Without limiting the generality of the foregoing, the parties waive all questions of jurisdiction or venue for the purposes of carrying out this provision.

11.3 Notices

The parties to this Agreement shall direct any notices to the other party at the Delivery Address specified below that party's name on the final page of this Agreement, or at another address if advised in writing that the address has been changed. The parties shall notify each other in writing

of any Delivery Address changes. Notices may be delivered by facsimile (with simultaneous mailing of a copy by first class mail), by electronic mail (with simultaneous mailing of a copy by certified mail), courier, federal express, or first class mail. Notice by facsimile and electronic mail will be considered delivered upon submission, by courier, upon delivery, and by certified mail three days after posting. Any notice by a means which affords the sender evidence of delivery or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

11.4 Amendments

This Agreement may be amended only by a document signed by all of the parties to this Agreement or by their authorized agents.

11.5 No Waivers

No delay, waiver, omission or forbearance on the part of Cookies N' Cream to exercise any right, option, duty, or power arising out of any breach of default by You under any of the terms, provisions, covenants, or conditions hereof shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against You or as to subsequent breach or default by You. Subsequent acceptance by Cookies N' Cream or any payments due to it hereunder shall not be deemed to be a waiver by Cookies N' Cream of any preceding breach by You of any terms, provisions, covenants, or conditions of this Agreement.

11.6 Integration

This Agreement and all exhibits to this Agreement, constitute the entire agreement between the parties. This Agreement supersedes any and all prior negotiations, understandings representations and agreements. No representations have induced You to execute this Agreement with Cookies N' Cream Except for those permitted to be made unilaterally by Cookies N' Cream hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require You to waive reliance on any representation that Cookies N' Cream made in the most recent disclosure document (including its exhibits and amendments) (the "FDD") that Cookies N' Cream delivered to You or your Your representative, subject to any agreed-upon changes to the contract terms and conditions described in that disclosure document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement).

You acknowledge that you are entering into this Agreement as a result of your own independent investigation and not as a result of any representations (with the exception of those representations made in the FDD) made by Cookies N' Cream, its members, managers, officers, directors, employees, agents, representatives or independent contractors that are contrary to the terms set forth in this Agreement. You acknowledge that the FDD you received contained a copy of this Franchise Agreement and that you reviewed the FDD and Franchise Agreement at least fourteen (14) days (or such other time as applicable law requires) before you signed this Agreement. You

further understand acknowledge and agree that any information you obtain from any Cookies N' Cream franchisee, including relating to their sales, profit, cash flows, and/or expenses, does not constitute information obtained from Cookies N' Cream, nor does Cookies N' Cream make any representation as to the accuracy of any such information.

Nothing in the agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

11.7 Negotiation and Mediation

11.7.1 Agreement to Use Procedure

The parties have reached this Agreement in good faith and in the belief that it is mutually advantageous to them. In the same spirit of cooperation, they pledge to try to resolve any dispute without litigation or arbitration. Other than an action by Cookies N' Cream under Section 11.9 of this Agreement, the parties agree that if any dispute arises between them, before beginning any legal action or arbitration to interpret or enforce this Agreement, they will first follow the procedures described in this section. Good faith participation in these procedures to the greatest extent reasonably possible, despite lack of cooperation by one or more of the other parties, is a precondition to maintaining any legal action or arbitration to interpret or enforce this Agreement.

11.7.2 Initiation of Procedures

The party that initiates these procedures ("Initiating Party") must give written notice to the other party, describing in general terms the nature of the dispute, specifying the Initiating Party's claim for relief including the damages sought, and identifying one or more persons with authority to settle the dispute for him, her, or it. The party receiving the notice ("Responding Party") has seven (7) days within which to designate by written notice to the Initiating Party one or more persons with authority to settle the dispute on the Responding Party's behalf (the "Authorized Persons").

11.7.3 Direct Negotiations

The Authorized Persons may investigate the dispute as they consider appropriate but agree to meet in-person at a location designated by Cookies N' Cream within seven (7) days from the date of the designation of Authorized Persons to discuss resolution of the dispute. The Authorized Persons may meet at any times and places, and as often as they agree. If the dispute has not been resolved within ten (10) days after their initial meeting, either party may begin mediation procedures by giving written notice to the other party that it is doing so.

11.7.4 Selection of Mediator

The Authorized Persons will have seven (7) days from the date on which one party gives notice that he, she or it is beginning mediation within which to submit to one another written lists of acceptable mediators who are not associated with either of the parties. Within seven (7) days from the date of receipt of any list, the Authorized Persons must rank all the mediators in numerical order of preference and exchange the rankings. If one or more names are on both lists, the highest

ranking one of these will be designated the mediator. If this process does not result in selection of a mediator, the parties agree jointly to request the arbitral organization designated in Section 11.8 to supply a list of qualified potential mediators. Within seven (7) days after receipt of the list, the parties must again rank the proposed mediators in numerical order of preference and must simultaneously exchange their lists. The mediator having the highest combined ranking shall be appointed as mediator. If the highest ranking mediator is not available to serve, the parties must go on to contact the mediator who was next highest in ranking until they are able to select a mediator.

11.7.5 Time and Place for Mediation

In consultation with the parties, the mediator shall promptly designate a mutually acceptable time and place for the mediation. Unless circumstances make it impossible, the time may not be later than thirty (30) days after selection of the mediator.

11.7.6 Exchange of Information

If either party to this Agreement believes he, she, or it needs information in the possession of another party to this Agreement to prepare for the mediation, all parties must attempt in good faith to agree on procedures for an exchange of information, with the help of the mediator, if required.

11.7.7 Summary of Views

At least seven (7) days before the first scheduled mediation session, each party must deliver to the mediator, and to the other party, a concise written summary of its views on the matter in dispute and on any other matters that the mediator asks them to include. The mediator may also request that each party submit a confidential paper on relevant legal issues, which may be limited in length by the mediator, to him or her.

11.7.8 Representatives

In the mediation, each party must be represented by an Authorized Person, who must physically attend mediation, and may be represented by counsel. In addition, each party may, with permission of the mediator, bring with him, her or it any additional persons who are needed to respond to questions, contribute information, and participate in the negotiations.

11.7.9 Conduct of Mediation

The mediator shall advise the parties in writing of the format for the meeting or meetings. If the mediator believes it will be useful, after reviewing the position papers, the mediator shall give both himself or herself and the Authorized Persons an opportunity to hear an oral presentation of each party's views on the matter in dispute. The mediator shall assist the Authorized Persons to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others. To this end, the mediator is authorized both to conduct joint meetings and to attend separate private caucuses with the parties.

All mediation sessions will be strictly private. The mediator must keep confidential all information learned unless specifically authorized by the party from which the information was obtained to disclose the information to the other party. The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute if at all possible.

11.7.10 Termination of Procedure

The parties agree to participate in the mediation procedure to its conclusion as set forth in this section. The mediation may be concluded (1) by the signing of a settlement agreement by the parties, (2) by the mediator's declaration that the mediation is terminated, or (3) by a written declaration of either party, no earlier than at the conclusion of a full day's mediation, that the mediation is terminated. Even if the mediation is terminated without resolving the dispute, the parties agree not to terminate negotiations and not to begin any legal action or seek another remedy before the expiration of five (5) days following the mediation. A party may begin arbitration within this period only if the arbitration might otherwise be barred by an applicable statute of limitations or in order to request an injunction from a Court of competent jurisdiction to prevent irreparable harm.

11.7.11 Fees of Mediator, Disqualification

The fees and expenses of the mediator must be shared equally by the parties. The mediator may not later serve as a witness, consultant, expert or counsel for any party with respect to the dispute, or any related or similar matter in which either of the parties is involved.

11.7.12 Confidentiality

The mediation procedure is a compromise negotiation or settlement discussion for purposes of federal and state rules of evidence. The parties agree that no stenographic, visual or audio record of the proceedings may be made. Any conduct statement, promise, offer, view or opinion, whether oral or written, made in the course of the mediation by the parties, their agents or employees, or the mediator, is confidential and shall be treated as privileged. No conduct, statement, promise, offer, view or opinion made in the mediation procedure is discoverable or admissible in evidence for any purpose, not even impeachment, in any proceeding involving either of the parties. However, evidence that would otherwise be discoverable or admissible will not be excluded from discovery or made inadmissible simply because of its use in the mediation.

11.8 Arbitration

Except as provided in Section 11.9, and if not resolved by the negotiation and mediation procedures described in Section 11.7 above, any dispute, controversy, or claim between you and/or any of your Related Parties, on the one hand, and Cookies N' Cream and/or any of Cookies N' Cream's Related Parties, on the other hand, including, without limitation, any dispute, controversy, or claim arising under, out of in connection with or related to: (a) this Agreement; (b) the relationship of the parties; (c) the events leading up to the execution of this Agreement; (d) any loan or other finance arrangement between you and Cookies N' Cream or its Related Parties; (e) the parties' relationship; (f) any System standard; (g) any claim based in tort or any theory of

negligence; and/or (j) the scope or validity of the arbitration obligation under this Agreement, shall be determined in Westchester County, New York, by the American Arbitration Association ("AAA"). This arbitration clause will not deprive Cookies N' Cream of any right it may otherwise have to seek provisional injunctive relief from a court of competent jurisdiction.

11.8.1 The arbitration will be administered by the AAA pursuant to its Commercial Arbitration Rules then in effect by one (1) arbitrator. The arbitrator shall be an attorney with substantial experience in franchise law. If proper notice of any hearing has been given, the arbitrator will have full power to proceed to take evidence or to perform any other acts necessary to arbitrate the matter in the absence of any party who fails to appear.

11.8.2 In connection with any arbitration proceeding, each party will submit or file any claim which would constitute a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be forever barred.

11.8.3 Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action, associational action, or otherwise to join or consolidate any claim with any claim or any other proceeding involving third-parties. If a court or arbitrator determines that this limitation on joinder of, or class action certification of claims is unenforceable then the agreement to arbitrate the dispute will be null and void and the parties must submit all claims to the jurisdiction of the courts in accordance with Section 11.8. The arbitration must take place in Westchester County, New York, or at such other location as Cookies N' Cream designates.

11.8.4 The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or Cookies N' Cream. The arbitrator may not, under any circumstance, (a) stay the effectiveness of any pending termination of this Agreement, (b) assess punitive or exemplary damages, (c) certify a class or a consolidated action, or (d) make any award which extends, modifies or suspends any lawful term of this Agreement, or any reasonable standard of business performance that Cookies N' Cream sets. The arbitrator will have the right to make a determination as to any procedural matters as would a court of competent jurisdiction be permitted to make in the state in which the main office of Cookies N' Cream is located. The arbitrator will also decide any factual, procedural, or legal questions relating in any way to the dispute between the parties, including, but not limited to, any decision as to whether Section 11.8 is applicable and enforceable as against the parties, subject matter, timeliness, scope, remedies, unconscionability, and any alleged fraud in the inducement.

11.8.5 The arbitrator can issue summary orders disposing of all or part of a claim, and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships, and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction.

11.8.6 The arbitrator will have subpoena powers limited only by the laws of the State of New York.

11.8.7 The parties ask that the arbitrator limit discovery to the greatest extent possible consistent with basic fairness in order to minimize the time and expense of arbitration. The parties to the dispute will otherwise have the same discovery rights as are available in civil actions under the laws of the State of New York.

11.8.8 All other procedural matters will be determined by applying the statutory common laws and rules of procedure that control a court of competent jurisdiction in the state of New York.

11.8.9 Other than as may be required by law, the entire arbitration proceedings (including but not limited to, any rulings, decisions or orders of the arbitrator), will remain confidential and will not be disclosed to anyone other than the parties to this Agreement.

11.8.10 The judgment of the arbitrator on any preliminary or final arbitration award will be final and binding and may be entered in any court having jurisdiction.

11.8.11 Cookies N' Cream reserves the right, but has no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished Cookies N' Cream's right to seek recovery of those costs against you.

11.8.12 The Arbitrator shall render a reasoned award unless otherwise requested by the parties. If Cookies N' Cream requests a more detailed award, i.e. "findings of fact and conclusions of law," the parties shall evenly split the excess cost above the cost required for a reasoned award. However, if You request an award more detailed than a reasoned award, i.e. "findings of facts and conclusions of law," You shall bear the entire additional cost required for such award, which cost is above the cost for a reasoned award.

11.8.13 Should Cookies N' Cream prevail in any arbitration, the Arbitrator shall require You to pay all expenses of Arbitration, as well as Cookies N' Cream's attorneys' fees and costs.

11.9 Exceptions to Arbitration and Mediation

11.9.1 Notwithstanding the provisions of Sections 11.7 and 11.8 of this Agreement, Cookies N' Cream shall be entitled, with a bond of not more than $10,000, to the entry of temporary, preliminary and permanent injunctions, and orders of specific performance, enforcing the provisions of this Agreement in any court of competent jurisdiction relating to: (a) Your, and/or any of Your Related Party's use of the Marks; (b) Your confidentiality and non-competition covenants (Section 8); (c) Your obligations upon termination or expiration of the franchise; or (d) Transfer or assignment by You. If Cookies N' Cream secures any such injunction (i.e. temporary restraining order, preliminary injunction, or permanent injunction) or order of specific performance, you agree to pay to Cookies N' Cream an amount equal to the aggregate of

Cookies N' Cream's costs of obtaining such relief including, without limitation, reasonable attorneys' fees, costs of investigation and proof of facts, court costs, other litigation expenses, travel and living expenses, and any damages incurred by Cookies N' Cream as a result of the breach of any such provision.

11.9.2 Further, at the election of Cookies N' Cream or its affiliate, the mediation and arbitration provisions of Sections 11.7 and 11.8, inclusive of all subparts, shall not apply to: (a) any claim by Cookies N' Cream relating to your failure to pay any fee due to Cookies N' Cream under this Agreement; and/or (b) any claim by Cookies N' Cream or its affiliate relating to use of the Proprietary Marks and/or the System, including, without limitation, claims for violations of the Lanham Act; and/or (c) any claim by Cookies N' Cream relating to a breach of your confidentiality and/or non-competition obligations under this Agreement.

11.10 Injunctive Remedy for Breach

You recognize that You are a member of a Franchise Network and that Your acts and omissions may have a positive or negative effect on the success of other businesses operating under Cookies N' Cream's Trade Name and in association with its Marks. Failure on the part of a single franchisee to comply with the terms of its Franchise Agreement is likely to cause irreparable damage to Cookies N' Cream and to some or all of the other franchisees of Cookies N' Cream. For this reason, You agree that if Cookies N' Cream can demonstrate to a court of competent jurisdiction that there is a substantial likelihood of Your breach or threatened breach of any of the terms of this Agreement, Cookies N' Cream will be entitled to an injunction restraining the breach or to a decree of specific performance, without showing or proving any actual damage and without the necessity of posting bond or other security, any bond or other security being waived hereby. Franchisor has the exclusive right to seek relief pursuant to this section in a court of competent jurisdiction as defined in section 11.2.2 of this Agreement or any other court of competent jurisdiction. Notwithstanding, if any Court of competent jurisdiction, as described herein, determines that a bond or other security is required, You agree that you will not seek bond or security in excess of $10,000 and, in fact, will oppose any effort by a Court to impose a bond or security in excess of $10,000.

11.11 Limitations of Actions

You may not maintain an arbitration against the Franchisor or its Related Parties unless: (a) You deliver written notice of any claim to the other party within one hundred eighty (180) days after the event complained of becomes known to You, or when you should have known of said event had you been reasonably diligent; (b) thereafter, You must follow the negotiation and mediation procedures described above; and (c) You file an arbitration within one (1) year after the notice is delivered. While this Section 11.11 may limit the applicable statute of limitations, it is not intended to extend any applicable statute of limitation in any way. The limitations set forth in this Section 11.11 shall not apply to Cookies N' Cream, its affiliates or its Related Parties.

11.12 Attorneys' Fees and Costs

If legal action or arbitration is necessary, including any motion to compel arbitration, or action on appeal, to enforce the terms and conditions of this Agreement, or for violation of this Agreement, Cookies N' Cream will be entitled to recover reasonable compensation for preparation, investigation costs, court costs, arbitral costs, and reasonable accountants, attorneys, attorneys' assistants, and expert witness fees incurred by Cookies N' Cream. Further, if Cookies N' Cream is required to engage legal counsel in connection with any failure by You to comply with this Agreement, You shall reimburse Cookies N' Cream for any of the above-listed costs and expenses incurred by Cookies N' Cream, regardless of whether Cookies N' Cream files or compels mediation, arbitration or litigation.

11.13 Severability

Except as expressly provided to the contrary herein, each portion, section, part term, and/or provision of this Agreement shall be considered severable, and if for any reason, any section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of or have any other effect upon, such other portions sections parts terms, and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid portions, sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement.

11.14 Individual Dispute Resolution – No Class Action or Multi-Party Actions

Any legal action between or among the parties to this Agreement and any of their Related Parties shall be conducted on an individual basis and not on a consolidated or class-wide basis.

11.15 Waiver of Rights

THE PARTIES HERETO AND EACH OF THEM KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AGREE AS FOLLOWS:

11.15.1 Jury Trial. The parties hereto and each of them EXPRESSLY WAIVE(S) THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN ANY ARBITRATION, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, FOR ANY CLAIMS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE NEGOTIATION OF THIS AGREEMENT, THE EVENTS LEADING UP TO THE SIGNING OF THIS AGREEMENT, OR THE BUSINESS RELATIONSHIP RELATING TO THIS AGREEMENT OR THE FRANCHISE, WHETHER BROUGHT IN STATE OR FEDERAL COURT, WHETHER BASED IN CONTRACT THEORY, NEGLIGENCE OR TORT, AND REGARDLESS OF WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING. This waiver is effective even if a court of competent jurisdiction decides that the arbitration provision in Section 11.8 is unenforceable. Each party acknowledges that it has had full opportunity to consult with counsel concerning this

waiver, and that this waiver is informed, voluntary, intentional, and not the result of unequal bargaining power.

11.15.2 Damages Waiver. The parties hereto and each of them EXPRESSLY WAIVE(S) ANY CLAIM FOR PUNITIVE, MULTIPLE AND/OR EXEMPLARY DAMAGES, ***except that*** this waiver and limitation shall not apply with respect to (a) your obligation to indemnify Cookies N' Cream pursuant to any provision of this Agreement, and/or (b) any claims Cookies N' Cream brings against you and/or your guarantors for unauthorized use of the Marks, unauthorized use or disclosure of any Confidential Information, unfair competition, breach of the non-competition covenant and any other cause of action under the Lanham Act and Cookies N' Cream shall be entitled to receive an award of multiple damages, attorneys' fees and all damages as provided by law.

11.15.3 The parties hereto and each of **them EXPRESSLY AGREE(S) THAT IN THE EVENT OF ANY FINAL DETERMINATION ADJUDICATION OR APPLICABLE ENACTMENT OF LAW THAT PUNITIVE MULTIPLE AND/OR EXEMPLARY DAMAGES MAY NOT BE WAIVED, ANY RECOVERY BY ANY PARTY IN ANY ARBITRATION OR OTHER FORUM SHALL NEVER EXCEED TWO (2) TIMES ACTUAL DAMAGES, except that COOKIES N' CREAM** may recover more than two (2) times its actual damages if you commit acts of willful trademark infringement or otherwise violate the Lanham Act, as provided by law.

11.15.4. You hereby expressly waive any and all rights, actions or claims for relief under the Federal Act entitled "Racketeer Influenced and Corrupt Organizations," 18 U.S.C. § 1961, *et seq.* ("RICO").

11.15.5 You hereby expressly agree that the existence of any claims You may have against Cookies N' Cream or its Related Parties, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Cookies N' Cream of the covenants contained in this Agreement. You agree to pay all costs and expenses, including reasonable attorneys' fees, incurred by Cookies N' Cream in connection with the enforcement of any covenant contained in this Agreement.

11.16 Approval and Guaranty Provision

If You are a corporation, all officers and shareholders, or, if You are a partnership, all Your general partners, or, if You are a limited liability company, all Your members, shall approve this Agreement, permit You to furnish the financial information required by Cookies N' Cream, and agree to the restrictions placed on them including restrictions on the transferability of their interests in the franchise and the Cookies N' Cream business and limitations on their rights to compete, and sign separately a Guaranty, guaranteeing Your payments and performance. Where required to satisfy our standards of creditworthiness, or to secure the obligations made under this Agreement, Your spouse or the spouses of Your Related Parties, may be asked to sign the Guaranty. Our form of Guaranty appears as Exhibit C to this Agreement.

11.17 Acceptance by Cookies N' Cream

This Agreement will not be binding on Cookies N' Cream unless and until an authorized management officer of Cookies N' Cream has signed it.

11.18 Disclaimer of Representations

NO SALESPERSON, REPRESENTATIVE OR OTHER PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE US EXCEPT OUR AUTHORIZED MANAGEMENT OFFICER BY A WRITTEN DOCUMENT. YOU ACKNOWLEDGE THAT NO REPRESENTATIONS, PROMISES INDUCEMENTS, GUARANTEES OR WARRANTIES OF ANY KIND WERE MADE BY US OR ON OUR BEHALF WHICH HAVE LED YOU TO ENTER INTO THIS AGREEMENT. YOU UNDERSTAND THAT WHETHER YOU SUCCEED AS A FRANCHISEE IS DEPENDENT UPON YOUR EFFORTS, BUSINESS JUDGMENTS, THE PERFORMANCE OF YOUR EMPLOYEES, MARKET CONDITIONS AND VARIABLE FACTORS BEYOND OUR CONTROL OR INFLUENCE. YOU FURTHER UNDERSTAND THAT SOME FRANCHISEES ARE MORE OR LESS SUCCESSFUL THAN OTHER FRANCHISEES AND THAT WE HAVE MADE NO REPRESENTATION THAT YOU WILL DO AS WELL AS ANY OTHER FRANCHISEE. YOU UNDERSTAND THAT COOKIES N' CREAM IS NOT A FIDUCIARY AND HAS NO SPECIAL RESPONSIBILITIES BEYOND THE NORMAL RESPONSIBILITIES OF A SELLER IN A BUSINESS TRANSACTION.

11.19 Receipt

The undersigned acknowledges receipt of this Agreement and the Franchise Disclosure Document, with exhibits, at least fourteen (14) calendar days (unless otherwise required by applicable law) before execution of this Agreement or Your payment of any monies to us refundable or otherwise.

11.20 Opportunity for Review by Your Advisors

You acknowledge that we have recommended, and that You have had the opportunity to obtain a review of this Agreement, and our Franchise Disclosure Document, by Your lawyer, accountant or other business advisor before execution hereof.

11.21 Execution of Agreements

Each of the undersigned parties warrants that it has the full authority to sign this Agreement. If You are a partnership, limited liability company or corporation, the person executing this agreement on behalf of such partnership, limited liability company or corporation warrants to us, both individually and in his capacity as partner member, manager or officer, that all of the partners of the partnership all of the members or managers of the limited liability company, or all of the shareholders of the corporation, as applicable, have read and approved this Agreement, including any restrictions which this Agreement places upon rights to transfer their interest in the partnership limited liability company or corporation.

11.22 Independent Investigation

You acknowledge that You have conducted an independent investigation of the franchised business contemplated by this Agreement and recognize that it involves business risks which make the success of the venture largely dependent upon Your business abilities and efforts. You acknowledge that You have been given the opportunity to clarify any provision of this Agreement that You may not have initially understood and that we have advised You to have this Agreement reviewed by an attorney.

11.23 No Guarantee of Earnings

You understand that neither Cookies N' Cream nor any of our representatives and/or agents with whom You have met have made and are not making any guarantees express or implied, as to the extent of Your success in Your franchised business, and have not and are not in any way representing or promising any specific amounts of earnings or profits in association with Your franchised business.

11.24 No Personal Liability

You agree that fulfillment of any and all of our obligations written in this Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be Cookies N' Cream's sole responsibility and none of its agents, representatives, nor any individuals associated with it shall be personally liable to You for any reason

11.25 Non-Uniform Agreements

Cookies N' Cream makes no representations or warranties that all other agreements with Cookies N' Cream System franchisees entered into before or after the Effective Date do or will contain terms substantially similar to those contained in this Agreement. You recognize, acknowledge and agree that Cookies N' Cream may waive or modify comparable provisions of other Franchise Agreements granted to other System franchisees in a non-uniform manner.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS TO THE PROVISIONS OF THIS FRANCHISE AGREEMENT, the undersigned have signed this Agreement on the date set forth in Section 1 hereof.

FRANCHISOR:

N&N COOKIES INC.
doing business as Cookies N' Cream

By: _____
Name: Joseph Edwards
Title: President
Date: _____

Delivery Addresses for Notices:

N&N Cookies Inc.
10 Park Place
Bronxville, New York 10708

Evan M. Goldman, Esquire
The Franchise Firm LLP
225 Wilmington West Chester Pike, Suite 200
Chadds Ford, Pennsylvania 19317

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

Delivery Address for Notices:

EXHIBIT A TO COOKIES N' CREAM FRANCHISE AGREEMENT

FRANCHISE DATA SHEET

1. The Effective Date set forth in the introductory Paragraph of the Franchise Agreement is: _____, 20__.

2. The Franchise Owner set forth in the introductory Paragraph of the Franchise Agreement is: _____.

3. The address for notice and payments to Franchise Owner under Section 11.3 of the Franchise Agreement is:

_____
_____

4. You Approved Location is located at:

5. Your Approved Territory is the following geographic area:

If map is attached, check here: ____

6. You have elected to purchase the following license type:

____ Cookies N' Cream Traditional Business with an initial franchise fee of $40,000;

____ Cookies N' Cream Kiosk Business with an initial franchise fee of $_____.

EXHIBIT B TO COOKIES N' CREAM FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP

Franchise: _____

Trade Name (if different than above): _____

Form of Ownership
(Check One)

___ Individual ___ Partnership ___ Corporation ___ Limited Liability Company

If a Partnership, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a Corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a Limited Liability Company, give the state and date of formation, the name of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation: _____

Management (managers, officers, board of directors, etc.):

Name	Title

Members, Stockholders, Partners:

Name	Title	Percentage

Principal Manager. The following individual is hereby designated the "Principal" of the Franchise business. N&N Cookies Inc., and all of its vendors, suppliers, and associates may rely entirely on instructions from said Principal on behalf of the aforesaid franchise, to the exclusion of, and overriding, instructions from anyone else purporting to represent the franchise. The only

accepted method to change the identification of the Principal is to produce a signed statement to that effect, signed by 100% of the owners of the Franchise.

Name of Principal: _____

Franchisee acknowledges that this Statement of Ownership applies to the Cookies N' Cream Business authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must reported to Franchisor in writing.

FRANCHISEE:
Business Entity Name (if any):

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT C TO COOKIES N' CREAM FRANCHISE AGREEMENT

PRINCIPAL OWNER'S GUARANTY

This Guaranty must be signed by each of the principal owners, and their spouses, (referred to as "you" or "your" for purposes of this Guaranty only) of _____ (the "Business Entity") under the Franchise Agreement dated _____ (the "Agreement") with N&N Cookies Inc., an New York domestic business corporation ("we," "us," or "our").

1. **Incorporation of Terms**. Each term of the Agreement is incorporated into this Guaranty.

2. **Guaranty**. In consideration of and as an inducement to us signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: guarantee to us and our successors and assigns that (a) the Business Entity will punctually pay and perform every obligation and obey every restriction and covenant set forth in the Agreement and (b) each of you agrees to be personally bound by, and personally liable for the breach of, each and every obligation, restriction and covenant in the Agreement.

3. **Payment**. If the Business Entity fails to make any payment when due or otherwise defaults under any of the terms of the Agreement, immediately upon demand, you will pay to us the full amount owed, plus any interest or penalty allowed under the Agreement. All payments are made without set-off, deduction or withholding for any reason, and are final and free from any defense, claim or counterclaim of you, except the defense that the Business Entity has paid all obligations in full.

4. **Waivers**. Each of you waives: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

5. **Consents and Agreements**. Each of you consents and agrees that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may periodically grant to the Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will

continue and is irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

6. **Enforcement Costs**. If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

7. **Effectiveness**. Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by New York law and we may enforce our rights regarding it in the courts of Westchester County, New York. Each of you irrevocably submits to the jurisdiction and venue of such courts.

Each of you now signs and delivers this Guaranty effective as of the date of the Agreement regardless of the actual date of signature. Each of the undersigned Guarantors represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is not married.

Signature of Each Guarantor	**Percentage of Ownership in Franchisee**
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

EXHIBIT D TO COOKIES N' CREAM FRANCHISE AGREEMENT

SAMPLE GENERAL RELEASE AGREEMENT
WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims ("Release") is made as of _____ ___, 20___ by _____, a(n) _____ ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of N&N Cookies Inc., an New York domestic business corporation ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement ("Agreement") pursuant to which Franchisee was granted the right to own and operate a Cookies N' Cream business (as defined in the Agreement);

WHEREAS, Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee, (enter into a successor Franchise Agreement) and Franchisor has consented to such transfer (agreed to enter into a successor Franchise Agreement); and

WHEREAS, as a condition to Franchisor's consent to the transfer (Franchisee's ability to enter into a successor Franchise Agreement), Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor's consent to the transfer (Franchisor entering into a successor Franchise Agreement), and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, renewals and assigns and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries or related companies, divisions and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, renewals and assigns, and attorneys, and the spouses of such individuals (collectively, the "Released Parties"),

from any and all claims, liabilities, damages, expenses, actions or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto.

3. Nondisparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business or their reputation.

4. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the State of New York.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorney fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders and the spouses of such individuals, renewals, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not

affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

h. The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

IN WITNESS WHEREOF Releasor has executed this Release as of the date first written above.

Dated: _____, 20___

FRANCHISEE:

_____

_____
By: _____
Title: _____

FRANCHISEE'S OWNERS:

Date: _____ _____
Signature

_____
Print Name

EXHIBIT E TO COOKIES N' CREAM FRANCHISE AGREEMENT

NONDISCLOSURE, NONSOLICITATION AND NONCOMPETITION AGREEMENT

This Agreement ("Agreement") is entered into by the undersigned ("you") in favor of N&N Cookies Inc., an New York a domestic business corporation, and its renewals and assigns ("us"), upon the terms and conditions set forth in this Agreement.

1. Definitions.

"Competitive Business" shall mean any and all businesses that are competitive with Cookies N' Cream business, including, without limitation, any (a) business that operates a fast-casual or kiosk concept offering fresh baked cookies, ice cream, cereal bar , coffee or other products and services we may require from time to time, (b) business offering Approved Products and Services of a similar nature to those of the business, or (c) business or entity which franchises, licenses or otherwise grants to others the right to operate such aforementioned businesses described in subparts (a)-(c) of this Section. Furthermore, the Restricted Parties shall not divert, or attempt to divert, any prospective customer to a Competing Business in any manner.

"Copyrights" means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of a Cookies N' Cream business, whether now in existence or created in the future.

"Franchisee" means the Cookies N' Cream franchisee for whom you are an officer, director, employee or independent contractor.

"Intellectual Property" means, collectively or individually, our Marks, Copyrights, Know-how and System.

"Know-how" means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a Cookies N' Cream business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies and information comprising the System and the Manual.

"Manual" means our confidential operations manual for the operation of a Cookies N' Cream business.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Cookies N' Cream business, including "Cookies N' Cream", and any other trademarks, service marks or trade names that we designate for use by a Cookies N' Cream business. The term "Marks" also includes any distinctive trade dress used to identify a Cookies N' Cream business, whether now in existence or hereafter created.

"Prohibited Activities" means any or all of the following: (i) owning, operating or having any other interest (as an owner, partner, director, officer, employee, manager, consultant,

shareholder, creditor, representative, agent or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); and/or (iii) inducing (a) any of our employees or managers (or those of our affiliates or franchisees) to leave their position or (b) any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

"Restricted Period" means the two (2) year period after you cease to be a manager of Franchisee's Cookies N' Cream business; provided, however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the "Restricted Period" means the one (1) year period after you cease to be a manager or officer of Franchisee's Cookies N' Cream business.

"Restricted Territory" means the geographic area within: (i) a 25 mile radius from Franchisee's Cookies N' Cream business (and including the address of primary operation); and (ii) a 25 mile radius from all other Cookies N' Cream Business that are operating or under construction as of the beginning of the Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the "Restricted Territory" means the geographic area within a 15 mile radius from Franchisee's Cookies N' Cream business (and including the premises of the business).

"System" means our system for the establishment, development, operation and management of a Cookies N' Cream business, including Know-how, proprietary programs and products, confidential operations manuals and operating system.

2. **Background**. You are an officer, director, or manager of Franchisee. As a result of this relationship, you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise system if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. **Intellectual Property**. You agree: (i) you will not use the Know-how in any business or capacity other tha Cookies N' Cream Business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time-to-time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer a manager of Franchisee's Cookies N' Cream business. You further agree that you will not use the Intellectual Property for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

4. **Unfair Competition During Relationship**. You agree not to unfairly compete with us at any time while you are a manager of Franchisee's Cookies N' Cream business by engaging in any Prohibited Activities.

5. **Unfair Competition After Relationship**. You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply regarding a Competitive Business that is located within or provides competitive goods or services to customers who are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the Prohibited Activity.

6. **Immediate Family Members**. You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (*i.e.*, spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member

7. **Covenants Reasonable**. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

8. **Breach**. You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other Cookies N' Cream franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

9. **Miscellaneous**.

a. If we hire an attorney or file suit against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

b. This Agreement will be governed by, construed and enforced under the laws of New York and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

c. Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration and geographic area.

d. You and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration and geographic area. However, we may at any time unilaterally modify the terms of this Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory and/or reducing the scope of any other covenant imposed upon you under this Agreement to ensure that the terms and covenants in this Agreement are enforceable under applicable law.

EXECUTED on the date stated below.

Date: _____

_____
Signature

_____
Print Name

EXHIBIT F TO COOKIES N' CREAM FRANCHISE AGREEMENT

SAMPLE CONFIDENTIALITY AGREEMENT

This Agreement ("Agreement") is entered into by the undersigned ("you") in favor of N&N Cookies Inc., an New York a domestic business corporation, and its renewals and assigns ("us"), upon the terms and conditions set forth in this Agreement.

1. **Definitions**. For purposes of this Agreement, the following terms have the meanings given to them below:

"*Cookies N' Cream business*" means a business that operates a fast-casual restaurant or kiosk offering fresh baked cookies, ice cream, cereal bar, coffee or other products, or any similar food service business.

"*Copyrights*" means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of a Cookies N' Cream Business, whether now in existence or created in the future.

"*Franchisee*" means the Cookies N' Cream franchisee for whom you are an officer, director, employee or independent contractor.

"*Intellectual Property*" means, collectively or individually, our Marks, Copyrights, Know-how and System.

"*Know-how*" means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a Cookies N' Cream business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies and information comprising the System and the Manual.

"*Manual*" means our confidential operations manual for the operation of a Cookies N' Cream business.

"*Marks*" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Cookies N' Cream business, including "Cookies N' Cream", and any other trademarks, service marks or trade names that we designate for use by a Cookies N' Cream business. The term "Marks" also includes any distinctive trade dress used to identify a Cookies N' Cream business, whether now in existence or hereafter created.

"*System*" means our system for the establishment, development, operation and management of a Cookies N' Cream business, including Know-How, proprietary programs and products, confidential operations manuals and operating system.

2. **Background**. You are an employee or independent contractor of Franchisee. As a result of this association, you may gain knowledge of our System and Know-how. You understand

that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise system if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. **Know-How and Intellectual Property**. You agree: (i) you will not use the Know-how in any business or capacity other than Cookies N' Cream Business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time-to-time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer an officer, director, employee or independent contractor of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

4. **Immediate Family Members**. You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (*i.e.*, spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

5. **Covenants Reasonable**. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

6. **Breach**. You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other Cookies N' Cream franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this

Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. **Miscellaneous**.

a. If we hire an attorney or file suit against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

b. This Agreement will be governed by, construed and enforced under the laws of New York and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

c. Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date: _____ _____
Signature

_____
Print Name

EXHIBIT G TO COOKIES N' CREAM FRANCHISE AGREEMENT

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment ("Agreement") is entered into this ___ day of _____, 20___, between N&N Cookies Inc. ("Franchisor"), _____ ("Former Franchisee"), and _____ ("New Franchisee").

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain Franchise Agreement dated _____, 20___ ("Franchise Agreement"), in which Franchisor granted Franchisor the right to operate a Cookies N' Cream franchise with a primary operating address of _____ ("Franchised Business"); and

WHEREAS, Former Franchisee desires to assign ("Requested Assignment") the Franchised Business to New Franchisee from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto covenant, promise and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement ("Franchisor's Assignment Fee").

2. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor's Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Franchise Agreement.

3. Termination of Rights to the Franchised Business. The parties acknowledge and agree that all of Former Franchisee's rights to operate the Franchised Business and rights under the Franchise Agreement are hereby relinquished and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business. Former Franchisee and its owners agree to comply with all of the covenants in the Franchise Agreement that expressly or by implication survive the termination, expiration or transfer of the Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement, which is attached to this Agreement as Attachment A.

4. New Franchise Agreement. New Franchisee shall execute Franchisor's current form of Franchise Agreement and attachments for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), which is attached to this Agreement as Attachment B, and any other required contracts for the operation of a Cookies N' Cream franchise as stated in Franchisor's Franchise Disclosure Document.

5. Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three (3) year period following the execution of this Agreement.

6. Acknowledgment by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("Transaction") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of a new Franchise Agreement for the Franchised Business. New Franchisee agrees that any claims, disputes or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Franchisee and shall not involve Franchisor.

7. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed or disposed of any interest in the Franchise Agreement or Franchised Business. Buyer hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the new Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

8. Notices. Any notices given under this Agreement shall be in writing and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered.

9. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Franchise Agreement.

10. Affiliate. When used in this Agreement, the term "Affiliate" has the meaning as given in Rule 144 under the Securities Act of 1933.

11. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and

the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed, as of the day and year first above written.

Dated: _____, 20___

FRANCHISOR:

N&N COOKIES INC.

_____
By: _____
Title: _____

FORMER FRANCHISEE:

_____

_____
By: _____
Title: _____

NEW FRANCHISEE:

_____

_____
By: _____
Title: _____

EXHIBIT G TO COOKIES N' CREAM FRANCHISE AGREEMENT
Attachment A

(INSERT Termination and Release Agreement)

EXHIBIT G TO COOKIES N' CREAM FRANCHISE AGREEMENT
Attachment B

(INSERT New Franchise Agreement to be Signed)

EXHIBIT H TO COOKIES N' CREAM FRANCHISE AGREEMENT

LEASE ADDENDUM

This Addendum to Lease, dated _____, 20___, is entered into by and between _____ ("Lessor"), and _____ ("Lessee").

A. The parties hereto have entered into a certain Lease Agreement, dated _____, 20___, and pertaining to the premises located at _____ ("Lease").

B. Lessor acknowledges that Lessee intends to operate a Cookies N' Cream franchise from the leased premises ("Premises"), pursuant to a Franchise Agreement ("Franchise Agreement") with N&N Cookies Inc. ("Franchisor") under the name "Cookies N' Cream" or other name designated by Franchisor (hereinafter referred to as "Franchised Business" or "Franchise Business").

C. The parties now desire to amend the Lease in accordance with the terms and conditions contained herein.

NOW THEREFORE, it is hereby mutually covenanted and agreed between Lessor and Lessee as follows:

1. **Assignment**. Lessee shall have the right to assign all of its right, title and interest in the Lease to Franchisor or its parent, subsidiary, or affiliate (including another franchisee) at any time during the term of the Lease, including any extensions or renewals thereof, without first obtaining Lessor's consent in accordance with the Collateral Assignment of Lease attached hereto as Attachment 1. However, no assignment shall be effective until the time as Franchisor or its designated affiliate gives Lessor written notice of its acceptance of the assignment, and nothing contained herein or in any other document shall constitute Franchisor or its designated subsidiary or affiliate a party to the Lease, or guarantor thereof, and shall not create any liability or obligation of Franchisor or its parent unless and until the Lease is assigned to, and accepted in writing by, Franchisor or its parent, subsidiary or affiliate. In the event of any assignment, Lessee shall remain liable under the terms of the Lease. Franchisor shall have the right to reassign the Lease to another franchisee without the Landlord's consent in accordance with Section 3(a).

2. **Default and Notice**.

a. In the event there is a default or violation by Lessee under the terms of the Lease, Lessor shall give Lessee and Franchisor written notice of the default or violation within a reasonable time after Lessor receives knowledge of its occurrence. If Lessor gives Lessee a default notice, Lessor shall contemporaneously give Franchisor a copy of the notice. Franchisor shall have the right, but not the obligation, to cure the default. Franchisor will notify Lessor whether it intends to cure the default and take an automatic assignment of Lessee's interest as provided in

Paragraph 4(a). Franchisor will have an additional 15 days from the expiration of Lessee's cure period in which it may exercise the option, but it is not obligated, to cure the default or violation.

b. All notices to Franchisor shall be sent via registered or certified mail, postage prepaid, to the following addresses:

N&N Cookies Inc.
10 Park Place
Bronxville, New York 10708

Evan M. Goldman, Esquire
The Franchise Firm LLP
225 Wilmington West Chester Pike, Suite 200
Chadds Ford, Pennsylvania 19317

Franchisor may change its address for receiving notices by giving Lessor written notice of the new address. Lessor agrees that it will notify both Lessee and Franchisor of any change in Lessor's mailing address to which notices should be sent.

c. Following Franchisor's approval of the Lease, Lessee agrees not to terminate, or in any way alter or amend the same, during the Term of the Franchise Agreement or any renewal thereof without Franchisor's prior written consent, and any attempted termination, alteration or amendment shall be null and void and have no effect as to Franchisor's interests thereunder; and a clause to the effect shall be included in the Lease.

3. **Termination or Expiration**.

a. Upon Lessee's default and failure to cure the default within the applicable cure period, if any, under either the Lease or the Franchise Agreement, Franchisor will, at its option, have the right, but not the obligation, to take an automatic assignment of Lessee's interest and at any time thereafter to re-assign the Lease to a new franchisee without Landlord's consent and to be fully released from any and all liability to Landlord upon the reassignment, provided the franchisee agrees to assume Lessee's obligations and the Lease.

b. Upon the expiration or termination of either the Lease or the Franchise Agreement, Landlord will cooperate with and assist Franchisor in securing possession of the Premises and if Franchisor does not elect to take an assignment of the Lessee's interest, Lessor will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Lessor, to remove all signs, awnings, and all other items identifying the Premises as a Franchised Business and to make other modifications (such as repainting) as are reasonably necessary to protect the Cookies N' Cream or Cookies N' Cream trademarks and system, and to distinguish the Premises from a Franchised Business. In the event Franchisor exercises its option to purchase assets of Lessee, Lessor shall permit Franchisor to remove all the assets being purchased by Franchisor.

4. **Consideration; No Liability**.

a. Lessor hereby acknowledges that the provisions of this Addendum to Lease are required pursuant to the Franchise Agreement under which Lessee plans to operate its Franchised Business and Lessee would not lease the Premises without this Addendum. Lessor also hereby consents to the Collateral Assignment of Lease from Lessee to Franchisor as evidenced by Attachment 1.

b. Lessor further acknowledges that Lessee is not an agent or employee of Franchisor and Lessee has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any affiliate of Franchisor, and that Lessor has entered into this Addendum to Lease with full understanding that it creates no duties, obligations or liabilities of or against Franchisor or any affiliate of Franchisor.

5. **Amendments**. No amendment or variation of the terms of the Lease or this Addendum to the Lease shall be valid unless made in writing and signed by the parties hereto.

6. **Reaffirmation of Lease**. Except as amended or modified herein, all of the terms, conditions and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part of this Agreement as though copies herein in full.

7. **Beneficiary**. Lessor and Lessee expressly agree that Franchisor is a third party beneficiary of this Addendum.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto as of the day, month and first year written above.

LESSOR:	LESSEE:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT 1 TO LEASE ADDENDUM
COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, as of the ___ day of _____, 20___ ("Effective Date"), the undersigned, _____, ("Assignor") hereby assigns, transfers and sets over unto N&N Cookies Inc. ("Assignee") all of Assignor's right, title and interest as tenant, in, to and under that certain lease, a copy of which is attached hereto as Exhibit A ("Lease") regarding the premises located at _____.

This Collateral Assignment of Lease ("Assignment") is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless Assignee shall take possession of the premises demised by the Lease pursuant to the terms hereof and shall assume the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under that certain Franchise Agreement for a Cookies N' Cream franchise between Assignee and Assignor ("Franchise Agreement"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered to take possession of the premises demised by the Lease, expel Assignor therefrom, and, in the event, Assignor shall have no further right, title or interest in the Lease.

Assignor agrees it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Through the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than 30 days before the last day that said option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as stated herein, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact, which appointment is coupled with an interest, to exercise the extension or renewal options

IN WITNESS WHEREOF, Assignor and Assignee have signed this Collateral Assignment of Lease as of the Effective Date first written above.

[SIGNATURE PAGES TO FOLLOW]

ASSIGNOR:

_____

_____
By: _____
Title: _____

ASSIGNEE:

N&N COOKIES INC.

_____
By: _____
Title: _____

EXHIBIT I TO COOKIES N' CREAM FRANCHISE AGREEMENT

ACH PAYMENT AGREEMENT

ACCOUNT NAME: _____
CUSTOMER NUMBER: _____
FRANCHISE NAME: _____

AUTHORIZATION AGREEMENT FOR ACH Payments:

(I/we) do hereby authorize N&N Cookies Inc., hereinafter named the "Franchisor", to initiate (debit or credit) entries to (my/our) (Checking Account / Savings Account) as indicated and named below as the depository financial institution, hereafter named FINANCIAL INSTITUTION pursuant to the terms of the Franchise Agreement by and between us and the Franchisor.

(I/we) acknowledge that the origination of ACH transactions to my (my/our) account must comply with the provisions of U.S. law. Furthermore, if any such debit(s) should be returned NSF, (I/we) authorize the Franchisor to collect such debit(s) by electronic debit and subsequently collect a returned debit NSF fee of $75.00 per item by electronic debit from my account identified below. In the event all funds and interests are not received by Franchisor within 15 days from presentment and intended withdrawal from our account by Franchisor, then we will be deemed in default of the Franchise Agreement. We further agree to pay all reasonable costs of collection including but not limited to reasonable attorney's fees and court costs incurred by Franchisor. I am a duly authorized check signer on the financial institution account identified below, and authorize all of the above as evidenced by my signature below.

CHECK (ACH) INFORMATION ROUTING NUMBER:
ACCOUNT NUMBER:
DEPOSITORY NAME:
BRANCH: _____
CITY: _____ STATE: _____ ZIP: _____

COMPANY NAME: _____
FIRST NAME/LAST NAME: _____
BILLING ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
PHONE NUMBER: _____
CUSTOMER NUMBER: _____
SIGNATURE ON FILE: _____
PHONE OR EMAIL APPROVAL AUTHORIZATION NUMBER: _____

FRANCHISEE: _____
By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT J TO COOKIES N' CREAM FRANCHISE AGREEMENT

SBA ADDENDUM

ADDENDUM TO FRANCHISE[1] AGREEMENT

THIS ADDENDUM ("Addendum") is made and entered into on _____, 20____, by and between _____ ("Franchisor"), located at _____, and _____ ("Franchisee"), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20___, (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional

[1] While relationships established under license, jobber, dealer and similar agreements are not generally described as "franchise" relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

renewals) for fair market value.

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 -3733.

Authorized Representative of FRANCHISOR:

By: _____

Print Name: _____

Title:_____

Authorized Representative of FRANCHISEE:

By: _____

Print Name: _____
Title:_____
Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements

EXHIBIT B TO N&N COOKIES INC.
FRANCHISE DISCLOSURE DOCUMENT

AREA DEVELOPMENT AGREEMENT

This Area Development Agreement (this "Agreement") is made this day of_____, 20__ by and between **N&N COOKIES INC.**, a New York corporation with its principal business located at 10 Park Place, Bronxville, New York 10708 ("we" or "us") and_____, a(n) _____ _____ _____whose principal business address is ("developer" or "you"). If the developer is a corporation, partnership or limited liability company, certain provisions of the Agreement also apply to your owners and will be noted.

RECITALS

A. We have developed a unique system for operating a bakery restaurant and kiosk, or any similar concept using certain standards and specifications;

B. Many of the services and products are prepared and undertaken according to specified procedures or made with proprietary techniques;

C. We own the rights to the USPTO Mark "COOKIES 'N CREAM" Trademark and other trademarks used in connection with the Operation of a Cookies 'N Cream Business;

D. We have decided to sublicense the right to develop and operate Cookies 'N Cream Locations;

E. You desire to develop and operate several Cookies 'N Cream locations and we, in reliance on your representations, have approved your franchise application to do so in accordance with this Agreement.

In consideration of the foregoing and the mutual covenants and consideration below, you and we agree as follows:

DEFINITIONS

1. For purposes of this Agreement, the terms below have the following definitions:

A. "Locations" means the Cookies 'N Cream locations you develop and operate pursuant to this Agreement.

B. "Products" means the specific services and products set forth in our franchise information packet, or as we may modify, add, or change them from time to time.

C. "Principal Owner" means any person who directly or indirectly owns a 10% or greater interest in the developer when the developer is a corporation, limited liability company, a

partnership, or a similar entity. However, if we are entering into this Agreement totally or partially based on the financial qualifications, experience, skills or managerial qualifications of any person or entity who directly or indirectly owns less than a 10% interest in the developer, that person or entity may, in our sole discretion, be considered a Principal Owner for all purposes under this Agreement, including, but not limited to, the execution of the personal guaranty referenced in Section 10.J below. In addition, if the developer is a partnership entity, then each general partner is a Principal Owner, regardless of the percentage ownership interest. If the developer is one or more individuals, each individual is a Principal Owner of the developer. You must have at least one Principal Owner.

D. "System" means the Cookies 'N Cream System, which consists of distinctive products and services prepared according to special and confidential processes and formulas with unique preparation, service and delivery procedures and techniques, offered in a setting of distinctive exterior and interior layout, design and color scheme, signage, furnishings and materials and using certain distinctive types of facilities, equipment, supplies, business techniques, methods and procedures together with sales promotion programs, all of which we may modify and change from time to time.

E. "Trademarks" means the Cookies 'N Cream Trademark and Service Mark that is registered with the United States Patent and Trademark Office and the trademarks, service marks and trade names set forth in each Franchise Agreement, as we may modify and change from time to time, and the trade dress and other commercial symbols used in the Locations. Trade dress includes the designs, color schemes and image we authorize you to use in the operation of the Locations from time to time.

GRANT OF DEVELOPMENT RIGHTS

2. The following provisions control with respect to the rights granted hereunder:

A. We grant to you, under the terms and conditions of this Agreement, the right to develop and operate _____ (__) Cookies 'N Cream locations (each a "Location", and collectively, the "Locations") within the territory described on Exhibit A ("Development Territory").

B. You are bound by the Development Schedule set forth in Exhibit B ("Development Schedule"). Time is of the essence for the development of each Location in accordance with the Development Schedule. Each Location must be developed and operated pursuant to a separate Franchise Agreement that you enter into with us pursuant to Section 4.B below.

C. If you are in compliance with the Development Schedule set forth on Exhibit B, we will not develop or operate or grant anyone else a franchise to develop and operate a Cookies 'N Cream Location business in the Development Territory prior to the earlier of (i) the expiration or termination of this Agreement; (ii) the date on which you must execute the Franchise Agreement for your last Location pursuant to the terms of the Development Schedule or (iii) the date on which the Designated Area for your final Location under this Agreement is determined, except (a) for the Special Sites defined in Section 2.D below; (b) in the event that the Development Territory covers more than one city, county or designated market area, the protection for each particular city, county

or designated market area shall expire upon the earliest of (1) any of the foregoing events or (2) the date when the Designated Area for your final Location to be developed in such city, county or designated market area under this Agreement is determined; or (c) as otherwise provided in this Agreement.

Notwithstanding anything in this Agreement, upon the earliest occurrence of any of the foregoing events (i) the Development Territory shall expire and (ii) we will be entitled to develop and operate, or to franchise others to develop and operate, Cookies 'N Cream Locations in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been executed between us and you and that has not been terminated. At the time you execute your final Franchise Agreement under the Development Schedule, you must have an Authorized Location for your final Location.

D. The rights granted under this Agreement are limited to the right to develop and operate Locations located in the Development Territory, and do not include (i) any right to sell Products and services identified by the Trademarks at any location or through any other channels or methods of distribution, including the internet (or any other existing or future form of electronic commerce), other than at Locations within the Development Territory, (ii) any right to sell Products and services identified by the Trademarks to any person or entity for resale or further distribution, or (iii) any right to exclude, control or impose conditions on our development or operation of franchised, company or affiliate owned Locations at any time or at any location outside of the Development Territory. You may not use "Cookies 'N Cream" or any of the other Trademarks as part of the name of your corporation, partnership, limited liability company or other similar entity.

You acknowledge and agree that (i) we and our affiliates have the right to operate or franchise within the Designated Area one or more facilities selling all or some of the Products, using the Trademarks or any other trademarks, service marks or trade names, without compensation to any franchisee, provided however, that such facilities shall not be mobile facilities but rather from a fixed location if it is confined to your Designated Area; (ii) we and our affiliates have the right outside of the Development Territory to grant other franchises or operate company or affiliate owned Cookies 'N Cream Locations and offer, sell or distribute any products or services associated with the System (now or in the future) under the Trademarks or any other trademarks, service marks or trade names or through any distribution channel or method, all without compensation to any developer; and (iii) we and our affiliates have the right to operate and franchise others to operate Locations or any other business within and outside the Development Territory under trademarks other than the Cookies 'N Cream Trademarks, without compensation to any developer, except that our operation of, or association or affiliation with, Locations (through franchising or otherwise) in the Development Territory that compete with Cookies 'N Cream Locations in the service oriented Location segment will only occur through some form of merger or acquisition with an existing Location chain.

In addition, we and our affiliates have the right to offer, sell or distribute, within the Development Territory, any Products or services associated with the System (now or in the future) or identified by the Trademarks, or any other trademarks, service marks or trade names, except for Prohibited Items (as defined below), through any distribution channels or methods, without compensation to any developer. The distribution channels or methods include, without limitation,

grocery stores, club stores, convenience stores, wholesale, hospitals, clinics, health care facilities, business or industry locations (e.g. manufacturing site, office building), military installations, military commissaries or the internet (or any other existing or future form of electronic commerce).

The Prohibited Items are the following items that we will not sell in the Development Territory through other distribution channels or methods: NONE.

Further, you acknowledge that certain locations within the Development Territory are by their nature unique and separate in character from sites generally developed as Cookies 'N Cream Locations. As a result, you agree that the following locations ("Special Sites") are excluded from the Development Territory and we have the right, subject to our then-current Special Sites Impact Policy, to develop or franchise such locations: (1) military bases; (2) public transportation facilities; (3) sports facilities, including race tracks; (4) student unions or other similar buildings on college or university campuses; (5) amusement and theme parks; and (6) community and special events.

E. This Agreement is not a Franchise Agreement, and you have no right to use in any manner the Trademarks by virtue of this Agreement. You have no right under this Agreement to sublicense or sub-franchise others to operate a business or Location or use the System or the Trademarks.

DEVELOPMENT FEE

3. You must pay a Development Fee as described below:

A. As consideration for the rights granted in this Agreement, you must pay us a "Development Fee" of _____ (__). The initial franchise fee for the first unit under a Area Development Agreement will be $40,000, and the initial franchise fee for each additional unit after the first will be reduced to $30,000. You will pay a deposit of 50% of the reduced initial franchise fee for each additional unit to be developed. For example, if you commit to developing the minimum of three Franchised Businesses, the Development Fee is calculated as $40,000 + (2 x $15,000 = $30,000) = $70,000.

The Development Fee is consideration for this Agreement and not consideration for any Franchise Agreement, is fully earned by us upon execution of this Agreement and is non-refundable. The part of the Initial Franchise Fee that is included in the Development Fee is credited against the Initial Franchise Fee payable upon the signing of each individual Franchise Agreement. The balance of the Initial Franchise Fee for the first Location must be paid at the time of execution of this Agreement, together with the execution by you of the Franchise Agreement for the first Location. The total amount to be paid by you at the time of execution of this Agreement pursuant to this Section, including both the Development Fee and the balance of the Initial Franchise Fee for your first Location is $40,000. The balance of the Initial Franchise Fee for each subsequent Location is due as specified in Section 3.B.

B. You must submit a separate application for each Location to be established by you within the Development Territory as further described in Section 4. Upon our consent to the site

of your Location, a separate Franchise Agreement must be executed for each such Location, at which time the balance of the Initial Franchise Fee for that Location is due and owing. Such payment represents the balance of the appropriate Initial Franchise Fee, as described above in Section 3.A. Upon the execution of each Franchise Agreement, the terms and conditions of the Franchise Agreement control the establishment and operation of such Location.

DEVELOPMENT SCHEDULE

4. The following provisions control with respect to your development rights and obligations:

A. You are bound by and strictly must follow the Development Schedule. By the dates set forth under the Development Schedule, you must enter into Franchise Agreements with us pursuant to this Agreement for the number of Locations described under the Development Schedule. You also must comply with the Development Schedule requirements regarding (i) the Location type to be developed and the opening date for each Location and (ii) the cumulative number of Locations to be open and continuously operating for business in the Development Territory. If you fail to either execute a Franchise Agreement or to open a Location according to the dates set forth in the Franchise Agreement, we, in our sole discretion, may (i) require that you hire a franchise development expert with recognized experience in developing franchises in a similar line of business to ours or (ii) immediately terminate this Agreement pursuant to Section 7.B.

B. You may not develop a Location unless (i) at least 45 days, but no more than 60 days, prior to the date set forth in the Development Schedule for the execution of each Franchise Agreement, you send us a notice (a) requiring that we send you our then current disclosure documents, (b) confirming your intention to develop the particular Location and (c) sending us all information necessary to complete the Franchise Agreement for the particular Location and (ii) all of the following conditions have been met (these conditions apply to each Location to be developed in the Development Territory):

1. Your Submission of Proposed Site. You must find a proposed site for the Location which you reasonably believe to conform to our site selection criteria, as modified by us from time to time, and submit to us a complete site report (containing such demographic, commercial, and other information and photographs as we may reasonably require) for such site.

2. Our Consent to Proposed Site. You must receive our written consent to your proposed site. We agree not to unreasonably withhold consent to a proposed site. Prior to granting our consent to a site, you must have the site evaluated by the proprietary site evaluator software that has been developed by Google Maps or any similar mapping software. In approving or disapproving any proposed site, we will consider such matters as we deem material, including demographic characteristics of the proposed site, traffic patterns, competition, the proximity to other businesses, the nature of other businesses in proximity to the site, and other commercial characteristics (including the purchase or lease obligations for the proposed site) and the size of premises, appearance and other physical characteristics. Our consent

to a proposed site, however, does not in any way constitute a guaranty by us as to the success of the Location.

3. Your Submission of Information. You must furnish to us, at least 30 days prior to the earliest of (i) the date set forth in the Development Schedule by which you must execute a Franchise Agreement or (ii) the actual date in which the Franchise Agreement would be executed, a franchise application for the proposed Location, financial statements and other information regarding you, the operation of any of your other Locations within the Development Territory and the development and operation of the proposed Location (including, without limitation, investment and financing plans for the proposed Location) as we may reasonably require.

4. Your Compliance with Our Then-Current Standards for Franchisees. You must receive written confirmation from us that you meet our then-current standards for franchisees, including financial capability criteria for the development of a new Location. You acknowledge and agree that this requirement is necessary to ensure the proper development and operation of your Locations and preserve and enhance the reputation and goodwill of all Cookies 'N Cream Locations and the goodwill of the Trademarks. Our confirmation that you meet our then-current standards for the development of a new Location, however, does not in any way constitute a guaranty by us as to your success.

5. Good Standing. You must not be in default of this Agreement, any Franchise Agreement entered into pursuant to this Agreement or any other agreement between you or any of your affiliates and us or any of our affiliates. You also must have satisfied, on a timely basis, all monetary and material obligations under the Franchise Agreements for all existing Locations.

6. Execution of Franchise Agreement. You and we must enter into our then-current form of Franchise Agreement for the proposed Location. You understand that we may modify the then-current form of Franchise Agreement from time-to-time and that it may be different than the current form of Franchise Agreement, including different fees and obligations. You understand and agree that any and all Franchise Agreements will be construed and exist independently of this Agreement. The continued existence of each Franchise Agreement will be determined by the terms and conditions of such Franchise Agreement. Except as specifically set forth in this Agreement, the establishment and operation of each Location must be in accordance with the terms of the applicable Franchise Agreement.

C. You must begin substantial construction of each of the Locations at least 150 days before the deadline to open each of the Locations if the Location will be in a free-standing location or at least 120 days before the deadline to open the Location if the Location will be in a non-free standing location. In addition, on or before the deadlines to start construction you must submit to us executed copies of any loan documents and/or any other document that proves that you have secured adequate financing to complete the construction of the Location by the date you are obligated to have that Location open and in operation. In the event that you fail to comply with

any of these obligations, we will have the right to terminate this Agreement without opportunity to cure pursuant to subparagraph 7.B.

D. You acknowledge that you have conducted an independent investigation of the prospects for the establishment of Locations within the Development Territory, and recognize that the business venture contemplated by this Agreement involves business and economic risks and that your financial and business success will be primarily dependent upon the personal efforts of you and your management and employees. We expressly disclaim the making of, and you acknowledge that you have not received, any estimates, projections, warranties or guaranties, express or implied, regarding potential gross sales, profits, earnings or the financial success of the Locations you develop within the Development Territory.

E. You recognize and acknowledge that this Agreement requires you to open Locations in the future pursuant to the Development Schedule. You further acknowledge that the estimated expenses and investment requirements set forth in the Franchise Disclosure Document and Franchise Agreement are only estimates and are subject to increase over time, and that future Locations likely will involve different initial investment and operating capital requirements than those stated in the Franchise Disclosure Document or Franchise Agreement provided to you prior to the execution of this Agreement. You are obligated to execute all the Franchise Agreements and open all the Locations on the dates set forth on the Development Schedule, regardless of (i) the requirement of a greater investment, (ii) the financial condition or performance of your prior Locations, or (iii) any other circumstances, financial or otherwise. The foregoing shall not be interpreted as imposing any obligation upon us to execute the Franchise Agreements under this Agreement if you have not complied with each and every condition necessary to develop the Locations.

TERM

5. Unless sooner terminated in accordance with Section 7 of this Agreement, the term of this Agreement and all rights granted to you will expire on the date that your last Cookies ‘N Cream Location is scheduled to be opened under the Development Schedule.

YOUR DUTIES

6. You must perform the following obligations:

A. You must comply with all of the terms and conditions of each Franchise Agreement, including the operating requirements specified in each Franchise Agreement.

B. You and your owners, officers, directors, shareholders, partners, members and managers (if any) acknowledge that your entire knowledge of the operation of a Cookies ‘N Cream Location and the System, including the knowledge or know-how regarding the specifications, standards and operating procedures of the services and activities, is derived from information we disclose to you and that certain information is proprietary, confidential and constitutes our trade secrets. The term “trade secrets” refers to the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures and/or improvements regarding the business that is valuable

and secret in the sense that it is not generally known to our competitors and any proprietary information contained in the manuals or otherwise communicated to you in writing, verbally or through the internet or other online or computer communications, and any other knowledge or know-how concerning the methods of operation of the Locations. You and your owners, officers, directors, shareholders, partners, members and managers (if any), jointly and severally, agree that at all times during and after the term of this Agreement, you will maintain the absolute confidentiality of all such proprietary information and will not disclose, copy, reproduce, sell or use any such information in any other business or in any manner not specifically authorized or approved in advance in writing by us. We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from the individuals identified in the first sentence of this paragraph and other key employees.

C. You must comply with all requirements of federal, state, and local laws, rules, and regulations.

D. If you at some time in the future desire to make either a public or a private offering of your securities, prior to such offering and sale, and prior to the public release of any statements, data, or other information of any kind relating to the proposed offering of your securities, you must secure our written approval, which approval will not be unreasonably withheld. You must secure our prior written consent to any and all press releases, news releases and any and all other publicity, the primary purpose of which is to generate interest in your offering. Only after we have given our written approval may you proceed to file, publish, issue, and release and make public any said data, material and information regarding the securities offering. It is specifically understood that any review by us is solely for our own information, and our approval does not constitute any kind of authorization, acceptance, agreement, endorsement, approval, or ratification of the same, either expressly or implied. You may make no oral or written notice of any kind whatsoever indicating or implying that we and/or our affiliates have any interest in the relationship whatsoever to the proposed offering other than acting as Franchisor. You agree to indemnify, defend, and hold us and our affiliates harmless, and our affiliates' directors, officers, successors and assigns harmless from all claims, demands, costs, fees, charges, liability or expense (including attorneys' fees) of any kind whatsoever arising from your offering of information published or communicated in actions taken in that regard.

E. If neither you, your Principal Owner, nor any other person in your organization possesses, in our judgment, adequate experience and skills to allow you to locate, obtain, and develop prime locations in the Development Territory to allow you to meet your development obligations under this Agreement, we can require that you
hire or engage a person with those necessary skills.

DEFAULT AND TERMINATION

7. The following provisions apply with respect to default and termination:

A. The rights and territorial protection granted to you in this Agreement have been granted in reliance on your representations and warranties, and strictly on the conditions set forth in Sections 2, 4 and 6 of this Agreement, including the condition that you comply strictly with the Development Schedule.

B. You will be deemed in default under this Agreement if you breach any of the terms of this Agreement, including the failure to meet the Development Schedule, or the terms of any Franchise Agreement or any other agreements between you or your affiliates and us or our affiliates. All rights granted in this Agreement immediately terminate upon written notice without opportunity to cure if: (i) you become insolvent, meaning unable to pay bills as they become due in the ordinary course of business, (ii) you fail to meet the development obligations set forth in the Development Schedule attached as Exhibit B, (iii) failure to start substantial construction of any of the Locations by the date established in Section 4.C, (iv) failure to secure financing for the construction of any of the Locations by the date set forth in Section 4.C, (v) you fail to comply with any other provision of this Agreement and do not correct the failure within 30 days after written notice of that failure is delivered to you, or (vi) we have delivered to you a notice of termination of a Franchise Agreement in accordance with its terms and conditions.

C. Alternatively, and at our discretion, in the event that you fail to meet the Development Schedule, we may elect to modify the Development Schedule and reduce the number of Locations granted to you therein to a schedule which we believe, in our sole and absolute discretion, which you are more capable of managing.

RIGHTS AND DUTIES OF PARTIES UPON TERMINATION OR EXPIRATION

8. Upon termination or expiration of this Agreement, all rights granted to you will automatically terminate, and:

A. All remaining rights granted to you to develop Locations under this Agreement will automatically be revoked and will be null and void. You will not be entitled to any refund of any fees. You will have no right to develop or operate any business for which a Franchise Agreement has not been executed by us. We will be entitled to develop and operate, or to franchise others to develop and operate, Cookies ‘N Cream Locations in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been executed between us and you and that has not been terminated.

B. You must immediately cease to operate your business under this Agreement and must not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former developer of ours.

C. You must take such action as may be necessary to cancel or assign to us or our designee, at our option, any assumed name or equivalent registration that contains the name or any of the words “Cookies ‘N Cream” or any other Trademark of ours, and you must furnish us with evidence

satisfactory to us of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement.

D. You must assign to us or our designee all your right, title, and interest in and to your telephone numbers and must notify the telephone company and all listing Locations of the termination or expiration of your right to use any telephone number in any regular, classified or other telephone directory listing associated with the Trademarks and to authorize transfer of same at our direction.

E. You must, within thirty (30) days of the termination or expiration, pay all sums owing to us and our affiliates, including the balance of the Initial Franchise Fees that we would have received had you developed all of the Locations set forth in the Development Schedule. In addition to the Initial Franchise Fees for undeveloped Locations, you agree to pay as fair and reasonable liquidated damages (but not as a penalty) an amount equal to $10,000.00 for each undeveloped Location. You agree that this amount is for lost revenues from Continuing Fees and other amounts payable to us, including the fact that you were holding the development rights for those Locations and precluding the development of certain Locations in the Development Territory, and that it would be difficult to calculate with certainty the amount of damage we will incur. Notwithstanding your agreement, if a court determines that this liquidated damages payment is unenforceable, then we may pursue all other available remedies, including consequential damages.

All unpaid amounts will bear interest at the rate of 18% per annum or the maximum contract rate of interest permitted by governing law, whichever is less, from and after the date of accrual. In the event of termination for any default by you, the sums due will include all damages, costs, and expenses, including reasonable attorneys' fees and expenses, incurred by us as a result of the default. You also must pay to us all damages, costs, and expenses, including reasonable attorneys' fees and expenses that we incur subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement.

F. If this Agreement is terminated solely for your failure to meet the Development Schedule and for no other reason whatsoever, and you have opened at least 50% of the total number of Locations provided for in the Development Schedule, you may continue to operate those existing Locations under the terms of the separate Franchise Agreement for each Location. On the other hand, if this Agreement is terminated under any other circumstance, we have the option to purchase from you at book value all the assets used in the Locations that have been developed prior to the termination of this Agreement. Assets include leasehold improvements, equipment, automobiles/trucks/vans, furniture, fixtures, signs, inventory, liquor licenses, and other transferable licenses and permits for the Locations.

We have the unrestricted right to assign this option to purchase. We or our assignee will be entitled to all customary warranties and representations given by the seller of a business including, without limitation, representations and warranties as to (i) ownership, condition and title to assets; (ii) liens and encumbrances relating to the assets; and (iii) validity of contracts and liabilities, inuring to us or affecting the assets, contingent or otherwise. The purchase price for the assets of the Locations will be determined in accordance with the post-termination purchase option

provision in the individual Franchise Agreement for each Location (with the purchase price to include the value of any goodwill of the business attributable to your operation of the Location if you are in compliance with the terms and conditions of the Franchise Agreement for that Location). The purchase price must be paid in cash at the closing of the purchase, which must take place no later than 90 days after your receipt of notice of exercise of this option to purchase, at which time you must deliver instruments transferring to us or our assignee: (i) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us or our assignee), with all sales and other transfer taxes paid by you; and (ii) all licenses and permits of the Locations that may be assigned or transferred. If you cannot deliver clear title to all of the purchased assets, or in the event there are other unresolved issues, the closing of the sale will be accomplished through an escrow. We have the right to set off against and reduce the purchase price by any and all amounts owed by you to us, and the amount of any encumbrances or liens against the assets or any obligations assumed by us. You and each holder of an interest in you must indemnify us and our affiliates against all liabilities not so assumed. You must maintain in force all insurance policies required pursuant to the applicable Franchise Agreement until the closing on the sale.

G. All of our and your obligations that expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

TRANSFER

9. The following provisions govern any transfer:

A. We have the right to transfer all or any part of our rights or obligations under this Agreement to any person or legal entity.

B. This Agreement is entered into by us with specific reliance upon your personal experience, skills and managerial and financial qualifications. Consequently, this Agreement, and your rights and obligations under it, are and will remain personal to you. You may only Transfer your rights and interests under this Agreement if you obtain our prior written consent and you transfer all of your rights and interests under all Franchise Agreements for Locations in the Development Territory. Accordingly, the assignment terms and conditions of the Franchise Agreements shall apply to any Transfer of your rights and interests under this Agreement. As used in this Agreement, the term "Transfer" means any sale, assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by judicial order, merger, consolidation, share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets, or of any interest in you.

C. THE COMPANY'S RIGHT OF FIRST REFUSAL. If developer (or its owners) shall at any time determine to sell, assign or transfer for consideration this Agreement (or an interest therein) or an ownership interest in developer, or all or substantially all of the assets of developer, developer (or its owners) shall obtain a bona fide, executed written offer and earnest money deposit from a responsible and fully disclosed prospective purchaser and submit an exact copy of such

offer to us. However, if the offeror proposes to buy any other property or rights, other than rights under Franchise Agreements executed pursuant hereto, from developer or any of its affiliated entities (or their respective owners) such proposal must be under a separate, contemporaneous offer. The price and terms of purchase offered to developer (or its owners) for the interest in this Agreement and Franchise Agreements or developer (or any affiliated entities) shall reflect the bona fide price offered therefore and shall not reflect any value for any other property or rights. We shall have the right, exercisable by written notice delivered to developer or its owners within fifteen (15) days from the date of delivery of an exact copy of such offer to us, to purchase this Agreement (or such interest in this Agreement) or such ownership interest in developer or such assets for the price and on the terms and conditions contained in such offer, provided that we may substitute cash for any form of payment proposed in such offer, our credit shall be deemed equal to the credit of any proposed purchaser and we shall have not less than fifteen (15) days to prepare for closing. If we do not exercise our right of first refusal, developer (or its owners) may complete the sale to such purchaser pursuant to and on the terms of such offer, subject to our approval, provided, however, that if the sale to such purchaser is not completed within one hundred eighty (180) days after delivery of such offer to us, or if there is a material change in the terms of the sale, we shall again have the right of first refusal provided herein.

D. DEATH OR PERMANENT DISABILITY OF DEVELOPER. Upon the death or permanent disability of developer or an owner of developer, the executor, administrator, conservator or other personal representative of such person shall transfer his interest within a reasonable time, not to exceed six (6) months from the date of death or permanent disability, to a third party approved by us. Such transfer, including, without limitation, transfer by devise or inheritance, shall be subject to all the terms and conditions for assignments and transfers contained in Section 9 and, unless transferred by gift, devise or inheritance, subject to the terms of Section 9(C) hereof. Failure to dispose of such interest within said period of time shall constitute a breach of this Agreement.

E. CONDITIONS FOR APPROVAL OF TRANSFER. If developer (or, if developer is a corporation or partnership, its shareholders or partners) is in full compliance with this Agreement and all Franchise Agreements, we shall not unreasonably withhold our approval of a transfer that meets all the applicable requirements of this Section 9(E). The proposed transferee and its owners must be individuals of good moral character and otherwise meet our then applicable standards for developers of Locations. A transfer of this Agreement may be made only in connection with the transfer to the same transferee of all interests of developer (and all of its affiliated entities) in every Location developed pursuant to this Agreement. If the transfer is of the development rights granted under this Agreement or a controlling interest in developer, or is one of a series of transfers which in the aggregate constitute the transfer of the development rights granted under this Agreement or a controlling interest in developer, all of the following conditions must be met prior to or concurrently with the effective date of the transfer:

(1) The transferee must have sufficient business experience, aptitude and financial resources to operate developer's business and develop the Development Area;

(2) Developer must pay us and our affiliates all amounts owed to us or our affiliates which are then due and unpaid and submit all required reports and statements which have not yet been submitted;

(3) The transferee must agree to be bound by and expressly assume all of the terms and conditions of this Agreement for the remainder of its term;

(4) Developer (and its owners) must execute general releases of any and all claims against us, our affiliates, officers, directors, employees and agents;

(5) All Franchise Agreements between us and Developer or any affiliated entity must be transferred to the transferee of this Agreement (or the transferee of a controlling interest in developer);

(6) Developer or the transferee must pay us a transfer fee in an amount equal to the Company's out-of-pocket expenses, which shall not exceed Fifteen Thousand Dollars ($15,000), relating to review and approval of the proposed transfer; and this transfer fee shall be in addition to any and all transfer fees paid in connection with the transfers of Franchise Agreements in conjunction with this transfer;

(7) The transferee and/or its personnel must agree to complete our training program to our satisfaction, for which the transferee must pay to the Company its then-current training fee; and

(8) We shall not have exercised its right of first refusal pursuant to Section 9C hereof. If the proposed transfer is to or among owners of developer who have executed the attached form of Owner's Guaranty and Assumption of Developer's Obligations, none of the above requirements shall apply, and it should only require notice to the Company. Subparagraph (8) shall not apply to transfers by gift, bequest or inheritance. In connection with any assignment permitted under this Section 9E, developer shall provide us with all documents to be executed by developer and the proposed assignee or transferee at least thirty (30) days prior to execution.

MISCELLANEOUS

10. The parties agree to the following provisions:

A. You agree to indemnify, defend, and hold us, our affiliates and our officers, directors, shareholders and employees harmless from and against any and all claims, losses, damages and liabilities, however caused, arising directly or indirectly from, as a result of, or in connection with, the development, use and operation of your Locations, as well as the costs, including attorneys' fees, of defending against them ("Franchise Claims"). Franchise Claims include, but are not limited to, those arising from any death, personal injury or property damage (whether caused wholly or in part through our or our affiliate's active or passive negligence), latent or other defects in any Location, or your employment practices. In the event a Franchise Claim is made against us

or our affiliates, we reserve the right in our sole judgment to select our own legal counsel to represent our interests, at your cost.

B. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.

C. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach. This Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us. This Agreement constitutes the sole agreement between the parties with respect to the entire subject matter of this Agreement and embodies all prior agreements and negotiations with respect to the business. You acknowledge and agree that you have not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of your business. There are no representations or warranties of any kind, express or implied, except as contained in this Agreement. Nothing in this or any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

D. Except as otherwise provided in this Agreement, any notice, demand or communication provided for must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid, and if such notice is a notice of default or of termination, by registered or certified mail, and addressed as follows:

1. If to us, addressed to N&N COOKIES INC., Attn.: Joseph Edwards at 10 Park Place, Bronxville, New York 10708;

with a copy to:

Evan M. Goldman, Esquire, The Franchise Firm LLP, 225 Wilmington West Chester Pike, Suite 200 Chadds Ford, Pennsylvania 19317

2. If to you, addressed to you at the last address we have on file for you;

Or, in either case, to such other address as may have been designated by notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this subparagraph.

E. Any modification, consent, approval, authorization or waiver granted in this Agreement required to be effective by signature will be valid only if in writing executed by the Principal Owner or, if on behalf of us, in writing executed by our President or one of our authorized Vice Presidents.

F. Applicable Law. You agree to be bound by the Dispute Resolution provisions found in Section 11 of any Franchise Agreement between the parties as if set forth here and as being equally applicable to this Agreement and the dealings of the parties hereunder.

G. If you are a corporation, partnership, limited liability company or partnership or other legal entity, all of your Principal Owners must execute the form of undertaking and guarantee at the end of this Agreement. Any person or entity that at any time after the date of this Agreement becomes a Principal Owner must execute the form of undertaking and guarantee at the end of this Agreement.

H. You and we are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other. Neither party may obligate the other or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence.

I. In the event of any failure of performance of this Agreement according to its terms by any party due to force majeure will not be deemed a breach of this Agreement. For purposes of this Agreement, "force majeure" shall mean acts of God, State or governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies or any raw material, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion or other similar event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of any party hereto, which prevents in whole or in material part the performance by one of the parties hereto of its obligations hereunder.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement as of the dates written below.

FRANCHISOR:	DEVELOPER:
N&N Cookies Inc. doing business as Cookies 'N Cream	
By: _____ Name: Joseph Edwards Title: President Date: _____	By: _____ Name: _____ Title: _____ Date: _____
Delivery Addresses for Notices:	Delivery Address for Notices:
N&N Cookies Inc. 10 Park Place Bronxville, New York 10708 Evan M. Goldman, Esquire The Franchise Firm LLP 225 Wilmington West Chester Pike, Suite 200 Chadds Ford, Pennsylvania 19317	

EXHIBIT A

DEVELOPMENT TERRITORY

Your Development Territory shall consist of the area _____
_____
_____

EXHIBIT B

DEVELOPMENT SCHEDULE

Unit Number	Date by Which Franchise Agreement Must be Signed	Opening Date
1		
2		
3		
4		
5		
6		

EXHIBIT C TO AREA DEVELOPMENT AGREEMENT

OWNER'S GUARANTY AND ASSUMPTION OF DEVELOPER'S OBLIGATIONS

As an inducement to N&N COOKIES INC., a New York corporation ("Company") to execute N&N Cookies Inc.'s Area Development Agreement between Company and _____ ("Developer" or "You") dated _____, 20__ (the "Agreement"), the undersigned, jointly and severally, hereby unconditionally guarantee to Company and Company's successors and assigns that all of Developer's monetary and other obligations under the Agreement will be punctually paid and performed.

Upon demand by the Company, the undersigned each hereby jointly and severally agree to immediately make each payment required of Developer under the Agreement and waive any right to require the Company to: (a) proceed against Developer for any payment required under the Agreement; (b) proceed against or exhaust any security from Developer; (c) pursue or exhaust any remedy, including any legal or equitable relief, against Developer; or (d) give notice of demand for payment by Developer. Without affecting the obligations of the undersigned under this Guarantee, the Company may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Developer, or settle, adjust, or compromise any claims against Developer, and the undersigned each hereby jointly and severally waive notice of same and agree to remain and be bound by any and all such amendments and changes to the Agreement.

The undersigned each hereby jointly and severally agree to defend, indemnify and hold Company, Company's affiliates, and their respective officers, directors, employees, and agents harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of investigation, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Developer to perform any obligation of Developer under the Agreement, any amendment thereto, or any other agreement executed by Developer referred to therein.

The undersigned each hereby jointly and severally acknowledge and expressly agree to be individually bound by all of the covenants contained in the Agreement, and acknowledge and agree that this Guarantee does not grant the undersigned any right to use the "Cookies 'N Cream" marks or system licensed to Developer under the Agreement.

This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms.

Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

If the Company is required to enforce this Guarantee in a judicial or arbitration proceeding, and prevails in such proceeding, the Company shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If the Company is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guarantee, the undersigned shall reimburse the Company for any of the above-listed costs and expenses the Company incurs.

Dispute Resolution. You agree to be bound by the Dispute Resolution provisions found in Section 11 of any Franchise Agreement between the parties as if set forth here and as being equally applicable to this Guaranty and the dealings of the parties hereunder.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement.

Signature of Each Guarantor	**Percentage of Ownership in Franchisee**
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

EXHIBIT D TO THE AREA DEVELOPMENT AGREEMENT

LIST OF PRINCIPALS

Holders of Legal or Beneficial Interest:

Name: _____

Position/Title: _____

Home Address: _____

_____

_____

Telephone No.: _____

E-mail Address: _____

Percentage of Ownership: _____%

Name: _____

Position/Title: _____

Home Address: _____

_____

_____

Telephone No.: _____

E-mail Address: _____

Percentage of Ownership: _____%

Name: _____

Position/Title: _____

Home Address: _____

_____

_____

Telephone No.: _____

E-mail Address: _____

Percentage of Ownership: _____%

Name: _____

Position/Title: _____

Home Address: _____

_____

_____

Telephone No.: _____

E-mail Address: _____

Percentage of Ownership: _____%

EXHIBIT C TO N&N COOKIES INC.
FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS



N&N COOKIES, INC.

FINANCIAL STATEMENTS

FOR THE YEARS ENDED

DECEMBER 31, 2025 AND 2024

(With Independent Auditors' Report Theron)

GARY B. SELLARI, CPA'/PFS, MBA
SCOTT A. STEIN, CPA''
B. CHARLES SELLARI, CPA', MTAX
TOM KEYS, CPA', CGMA
ANTHONY J. SELLARI, EA
DUSTAN J. BROWN, CPA''''

MARY L. CONTESSA, CPA', CVA, MAFF, PA
NICHOLAS J. FRONTERA, CPA'
STEVE A. GOLINDOO, CPA''/PFS, MTAX, CFP®
CANDACE ARTEZARA KLOTZBIER, CPA'
JAMIE M. RUSSO, CPA'
JANET LEE SCALZITTI, CPA''
APRIL M. SHINOTT, CPA'
ARTHUR J. SHINOTT, CPA''

BARBARA AHEARN-DUNN, EA
JACQUELINE CARTIER, EA
BENJAMIN CROMER, EA

Divine Blalock Martin Sellari LLC
Est. in 1932

Certified Public Accountants and Consultants
580 Village Boulevard, Suite 110
West Palm Beach, FL 33409
Phone: (561) 686-1110 Fax: (561) 686-1330
info@dbmscpa.com

MEMBERS
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
WILBUR F. DIVINE, III, CPA (1896-1964)
WILBUR F. DIVINE, IV, CPA (1925-1989)
JAMES A. BLALOCK, CPA (1914-1996)
G. MICHAEL MARTIN, CPA (1946-2014)

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''REGULATED BY THE STATE OF FL AND THE STATE OF NY
'''REGULATED BY THE STATE OF FL AND THE STATE OF NJ
''''REGULATED BY THE STATE OF NY

INDEPENDENT AUDITORS' REPORT

To the Members of
N&N Cookies, Inc.
Bronxville, NY

Opinion

We have audited the accompanying financial statements of N&N Cookies, Inc. (a California limited liability company), as of December 31, 2025 and 2024, and the related statements of income, changes in stockholders' deficit, and cash flows for the years then ended, and the related notes to the financial statements..

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of N&N Cookies, Inc. as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of N&N Cookies, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that is free from misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about N&N Cookies, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

N&N COOKIES, INC.
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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of N&N Cookies, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about N&N Cookies, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Divine, Blalock, Martin & Sellari, LLC

West Palm Beach, FL
April 16, 2026

N&N COOKIES, INC.
BALANCE SHEETS
AS OF DECEMBER 31, 2025 AND 2024

Assets

	2025	2024
Current Assets		
Cash and cash equivalents	$ 35,002	$ 19
Due from stockholder	-	196,062
Prepaid Expenses	55,820	-
Total Current Assets	90,822	196,081
Total Assets	$ 90,822	$ 196,081

Liabilities and Stockholders' Deficit

Current Liabilities		
Deferred revenue - short-term	$ 243,417	$ 84,463
Total Current Liabilities	243,417	84,463
Long-Term Liabilities		
Deferred revenue - long-term	38,131	128,306
Total Long-Term Liabilities	38,131	128,306
Total Liabilities	281,548	212,769
Stockholders' Deficit		
Common stock issued, no par value; 1,000 shares authorized, 100 shares issued and outstanding	100	(100)
Accumulated Deficit	(190,826)	(16,588)
Total Stockholders' Deficit	(190,726)	(16,688)
Total Liabilities and Stockholders' Deficit	$ 90,822	$ 196,081

The accompanying notes are an integral part of these financial statements.

3

N&N COOKIES, INC.
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024

	2025	2024
Revenue		
Initial franchise fees	$ 130,500	$ 20,250
License fee	721	131
Royalty fee	80,116	22,489
Total Revenue	211,337	42,870
Operating Expenses		
Bank charges	646	305
Outsource services	31,367	-
Professional fees	28,025	57,260
Telephone expenses	2,000	-
Total Operating Expenses	62,038	57,565
Net Income (Loss)	$ 149,299	$ (14,695)

The accompanying notes are an integral part of these financial statements.

N&N COOKIES, INC.
STATEMENTS OF CHANGES IN STOCKHOLDERS' DEFICIT
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024

	Common Stock	Accumulated Deficit	Total Stockholders' Deficit
Balance @ January 1, 2024	$ (100)	$ (1,893)	$ (1,993)
Net loss	-	(14,695)	(14,695)
Balance @ December 31, 2024	$ (100)	$ (16,588)	$ (16,688)
Shareholder distribution	200	(323,537)	(323,337)
Net income	-	149,299	149,299
Balance @ December 31, 2025	$ 100	$ (190,826)	$ (190,726)

The accompanying notes are an integral part of these financial statements.

N&N COOKIES, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024

	2025	2024
Cash Flows From Operating Activities		
Net Income (loss)	$ 149,299	$ (14,695)
Adjustments to reconcile Net income/(loss) to net cash used by operating activities:		
(Increase) Decrease in Operating Assets		
Prepaid expense	(55,820)	-
Increase (Decrease) in Operating Liabilities		
Deferred revenue	68,779	212,769
Total Adjustments	12,959	212,769
Net Cash Provided by Operating Activities	162,258	198,074
Cash Flows From Financing Activities		
Due from stockholder	196,062	(198,067)
Shareholder distribution	(323,337)	-
Net Cash used in Financing Activities	(127,275)	(198,067)
Net Increase In Cash And Cash Equivalents	34,983	7
Cash And Cash Equivalents, Beginning OF Period	19	12
Cash And Cash Equivalents, End Of Period	$ 35,002	$ 19

The accompanying notes are an integral part of these financial statements.

N&N COOKIES, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024

NOTE 1 – BUSINESS ACTIVITY

N&N Cookies, Inc., a New York Corporation, was formed on June 20, 2019; the Company is in the business of offering franchises for the operation of a bakery restaurant and kiosk. Unless otherwise indicated, the terms "we," "us," "our," and "Company" refer to N&N Cookies, Inc.

Affiliate

N&N Cookies 2, LLC, a New York limited liability company formed in April 2021 and operates under the corporate name, "Cookies N Cream." N&N Cookies 2 LLC operates a corporate Cookies N Cream location in Yonkers, New York and does not offer franchises in any line of business.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Company's policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when received, and expenses are recognized when the obligation is incurred rather than when cash is disbursed.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

Concentrations of Credit Risk

The Company maintains cash in bank and deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable are non-interest-bearing obligations due under normal trade terms carried out at the amount management expects to collect. Account balances are delinquent if payments have not been received by the Company for 90 days. Included in accounts receivable are initial franchise fees, monthly royalties, and related fees due from franchisees. For December 31, 2025 and 2024, the amount due were $0.

Management evaluates the collectability of receivables at each reporting date, considering factors such as historical collection patterns, the aging of accounts, and known economic or operational risks. For the years ended December 31, 2025 and 2024, no allowance for credit losses was recorded.

Advertising

Advertising costs are expensed as incurred.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Property and Equipment

Property and equipment are stated at cost. Depreciation and amortization are generally provided using the straight-line method over the estimated useful lives of the related assets which ranges between 3 to 10 years. As of December 31, 2025 and 2024, the Company did not own any fixed assets.

Income Taxes

Certain transactions of the Company may be subject to accounting methods for income tax purposes that differ significantly from the accounting methods used in preparing the financial statements in accordance with generally accepted accounting principles. Accordingly, the taxable income of the Company reported for federal and state income tax purposes may differ from net income in these financial statements.

The Company has elected to be taxed as an S corporation under the internal revenue Code and applicable state statutes. Under an S Corporation election, the income of the Company flows through to the Stockholders to be taxed at the individual level rather than the corporate level. Accordingly, no provision or liability for federal or state income taxes has been included in the financial statements. Generally, the Company will distribute cash to the shareholder to pay his share of federal and state taxes. The Company's tax returns are subject to possible examination by the taxing authorities. For federal income tax purposes, the tax returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

The Company accounts for uncertain tax positions in accordance with ASC 740-10, *Accounting for Uncertainty in Income Taxes*. ASC 740-10 prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC 740-10 also provides guidance on de-recognition, classification, interest and penalties, and disclosure and transition accounting. The Company has concluded that no liability for uncertain tax positions is required at December 31, 2024.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by the Company's management include but are not limited to, allowances for doubtful accounts and contracts receivable, the allowance for losses on contracts in process, and the percentage of completion on uncompleted contracts. Actual results could materially differ from those estimates.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Revenue Recognition

The Company's revenue recognition policies are in compliance with accounting standards ASC Topic 606, *Revenue from Contracts with Customers*. The new guidance includes the following five-step revenue recognition model:

- Identify the contract with the customer.
- Identify the performance obligation in the contract.
- Determine the transaction price.
- Allocate the transaction price to performance obligations.
- Recognize revenue when (or as) each performance obligation is satisfied.

In 2020, the Financial Accounting Standards Board (FAB) issued Accounting Standards Update (ASU), *Franchisors-Revenue from Contracts with Customers (Subtopic 952-606) Practical Expedient*. This new practical expedient will allow franchisors that are not public business entities to account for pre-opening services provided to a franchise as a single performance obligation in the services are in line with the services listed within the guidance, and they meet certain other conditions.

The Company recognizes franchise royalties, brand funds, and local marketing fees on a monthly and weekly basis, which are generally based upon a percentage of sales made by the Company's franchises when they are earned and deemed collectible.

The following services are provided by the Company prior to the opening of a franchised location:

- *Designate your Territory.*
- *Loan one (1) copy of the Confidential Operations Manual.*
- *Provide site selection guidelines and criteria and provide site selection assistance to determine an acceptable location.*
- *Provide access to prototype design plans, specifications, décor, and layout, including requirements for design, color, scheme, image, interior layout, and operation assets that include fixtures equipment interior signs and furnishings.*
- *Assist in implementing an opening marketing initiative.*
- *Provide instruction and assistance prior opening.*
- *Provide an initial training program.*

Fair Value of Financial Assets and Liabilities

We measure and disclose certain financial assets and liabilities at fair value. ASC Topic 820, Fair Value Measurements and Disclosures, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Fair Value of Financial Assets and Liabilities, continued

The standard describes three levels of inputs that may be used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full-term of the assets or liabilities.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

We utilize the active market approach to measure fair value for our financial assets and liabilities. We report separately each class of assets and liabilities measured at fair value on a recurring basis and include assets and liabilities that are disclosed but not recorded at fair value in the fair value hierarchy.

Recently Issued and Adopted Accounting Pronouncements

In June 2016, the FASS issued ASU 2016-13, Measurement of Credit Losses on Financial Instruments which significantly changed how entities measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model.

Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the Company that are subject to the guidance in FASS ASC 326 were trade accounts receivable. The Company adopted the standard effective April 29, 2024. The impact of the adoption was not considered material to the financial statements and primarily resulted in new disclosures.

The Company's management has evaluated recently issued accounting pronouncements through the date of this report and concluded that they will not have a material effect on the financial statements as of December 31, 2024.

NOTE 3 – RELATED PARTY TRANSACTIONS

Due from Stockholder

As of December 31, 2025 and 2024, the Company had monies due from its stockholder in the amount of $0 and $196,062, respectively. The loan is non-interest bearing, is due on demand, and has no formal repayment terms.

NOTE 4 – PREPAID EXPENSES

Deferred expenses represent expenses paid to assist franchisee's in getting their business open. This includes broker fees, advertising fees, and technology costs. These costs are fully recognized when Franchisees open their doors. The amount deferred as of December 31, 2025 and 2024 were $55,820 and $0.

NOTE 5 – DEFERRED REVENUE

Deferred revenue represents an allocated amount of the initial franchise fee for the license portion, which is amortized over the term of the agreement, and the unearned portion of the initial franchise fee for the contractual obligations of the Company that have not yet been performed. For the years ended December 31, 2025 and 2024, the company recognized $130,500 in initial franchise fee revenue and $721 in franchise license fee revenue on the Statement of Income. For the years ended December 31, 2025 and 2024, the company had deferred revenue of $281,548 and 212,769 as a liability on the Balance Sheet.

NOTE 6 – COMMITMENTS AND CONTINGENCIES

The company may be party to various claims, legal actions, and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the company.

NOTE 7 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through April 16, 2026, the date on which the financial statements were available to be issued and nothing has occurred that would require disclosure.

N&N COOKIES, INC.
STATEMENT OF INCOME
FOR THE PERIOD ENDED JUNE 30, 2025
(UNAUDITED)

Revenue	
Initial franchise fees	$ 22,050
License fee	155
Royalty fee	21,394
Total Revenue	43,599
Operating Expenses	
Bank charges	198
Professional fees	28,025
Telephone	2,000
Total Operating Expenses	30,223
Income From Operations	13,376
Net Income	$ 13,376

These Financial Statements Have Been Prepared without an Audit. Prospective Franchisees or Sellers of Franchises Should be Advised that No Independent Certified Public Accountant Has Audited These Figures or Expressed an Opinion with Regard to their Content or Form.

N&N COOKIES, INC.

FINANCIAL STATEMENTS

FOR THE YEAR ENDED

DECEMBER 31, 2024

(With Independent Auditors' Report Theron)



N&N COOKIES, INC.
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GARY B. SELLARI, CPA**PFS, MSM
SCOTT A. STEIN, CPA**
R. CHARLES SELLARI, CPA*, MTAX
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ANDREW S. WIESNER, CPA*

BARBARA AHBARYOUNIS, BA
JACQUELINE CARTER, BA
BENJAMIN CROMER, BA

DBMS

Divine Blalock Martin Sellari LLC
Est. in 1932

Certified Public Accountants and Consultants
580 Village Boulevard, Suite 110
West Palm Beach, FL 33409
Phone: (561) 686-1110 Fax: (561) 686-1330
Info@dbmcpa.com

MEMBERS
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****REGULATED BY THE STATE OF NY
*****REGULATED BY THE STATE OF FL

INDEPENDENT AUDITORS' REPORT

To the Members of
N&N Cookies, Inc.
Bronxville, NY

Opinion

We have audited the accompanying financial statements of N&N Cookies, Inc. (a California limited liability company), as of December 31, 2024, and the related statements of income, changes in stockholders' deficit, and cash flows for the year ended December 31, 2024, and the related notes to the financial statements..

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of N&N Cookies, Inc. as of December 31, 2024, and the results of its operations and its cash flows for the year ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of N&N Cookies, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that is free from misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about N&N Cookies, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of N&N Cookies, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about N&N Cookies, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Divine, Blalock, Martin & Sellari, LLC

West Palm Beach, FL
April 29, 2025

N&N COOKIES, INC.
BALANCE SHEET
AS OF DECEMBER 31, 2024

Assets	
Current Assets	
Cash and cash equivalents	$ 19
Due from stockholder	196,062
Total Current Assets	196,081
Total Assets	$ 196,081
Liabilities and Stockholders' Deficit	
Current Liabilities	
Deferred revenue - short-term	$ 84,463
Total Current Liabilities	84,463
Long-Term Liabilities	
Deferred revenue - long-term	$ 128,306
Total Long-Term Liabilities	128,306
Total Liabilities	212,769
Stockholders' Deficit	
Common stock issued, no par value; 1,000 shares authorized, 100 shares issued and outstanding	(100)
Additional paid in capital	-
Accumulated Deficit	(16,588)
Total Stockholders' Deficit	(16,688)
Total Liabilities and Stockholders' Deficit	$ 196,081

The accompanying notes are an integral part of these financial statements.

N&N COOKIES, INC.
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2024

Revenue		
Initial franchise fees	$	20,250
License fee		131
Royalty fee		22,489
Total Revenue		42,870
Operating Expenses		
Bank charges		305
Professional fees		57,260
Total Operating Expenses		57,565
Loss From Operations		(14,695)
Net Loss	$	(14,695)

The accompanying notes are an integral part of these financial statements.

N&N COOKIES, INC.
STATEMENT OF CHANGES IN STOCKHOLDERS' DEFICIT
FOR THE YEAR ENDED DECEMBER 31, 2024

	Common Stock	Additional Paid in capital	Accumulated Deficit	Total Stockholders' Deficit
Beginning Balance	$ (100)	$ -	(1,893)	(1,993)
Net loss	-	-	(14,695)	(14,695)
Ending Balance	$ (100)	$ -	$ (16,588)	$ (16,688)

The accompanying notes are an integral part of these financial statements.

N&N COOKIES, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2024

CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$	(14,695)
Adjustments to reconcile Net income/(loss) to net cash used by operating activities:		
Increase (Decrease) in Operating Liabilities		
Deferred revenue		212,769
Total Adjustments		212,769
Net Cash Provided by Operating Activities		198,074
CASH FLOWS FROM FINANCING ACTIVITIES		
Due from stockholder		(198,067)
Net Cash used in Financing Activities		(198,067)
NET INCREASE IN CASH AND CASH EQUIVALENTS		7
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD		12
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$	19

The accompanying notes are an integral part of these financial statements.

N&N COOKIES, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2024

NOTE 1 – BUSINESS ACTIVITY

N&N Cookies, Inc., a New York Corporation, was formed on June 20, 2019; the Company is in the business of offering franchises for the operation of a bakery restaurant and kiosk. Unless otherwise indicated, the terms "we," "us," "our," and "Company" refer to N&N Cookies, Inc.

Affiliate

N&N Cookies 2, LLC, a New York limited liability company formed in April 2021 and operates under the corporate name, "Cookies N Cream." N&N Cookies 2, LLC operates a corporate Cookies N Cream location in Yonkers, New York and does not offer franchises in any line of business.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Company's policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when received, and expenses are recognized when the obligation is incurred rather than when cash is disbursed.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

Concentrations of Credit Risk

The Company maintains cash in bank and deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable are non-interest-bearing obligations due under normal trade terms carried out at the amount management expects to collect. Account balances are delinquent if payments have not been received by the Company for 90 days. Included in accounts receivable are initial franchise fees, monthly royalties and related fees due from franchisees. At December 31, 2024, the amount due was $56,836.

Management evaluates the collectability of receivables at each reporting date, considering factors such as historical collection patterns, the aging of accounts, and known economic or operational risks. For the years ended December 31, 2024, no allowance for credit losses was recorded.

Advertising

Advertising costs are expensed as incurred.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Property and Equipment

Property and equipment are stated at cost. Depreciation and amortization are generally provided using the straight-line method over the estimated useful lives of the related assets which ranges between 3 to 10 years. As of December 31, 2024, the Company did not own any fixed assets.

Income Taxes

Certain transactions of the Company may be subject to accounting methods for income tax purposes that differ significantly from the accounting methods used in preparing the financial statements in accordance with generally accepted accounting principles. Accordingly, the taxable income of the Company reported for federal and state income tax purposes may differ from net income in these financial statements.

The Company has elected to be taxed as an S corporation under the internal revenue Code and applicable state statutes. Under an S Corporation election, the income of the Company flows through to the Stockholders to be taxed at the individual level rather than the corporate level. Accordingly, no provision or liability for federal or state income taxes has been included in the financial statements. Generally, the Company will distribute cash to the shareholder to pay his share of the federal and state taxes. The Company's tax returns are subject to possible examination by the taxing authorities. For federal income tax purposes, the tax returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

The Company accounts for uncertain tax positions in accordance with ASC 740-10, *Accounting for Uncertainty in Income Taxes*. ASC 740-10 prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC 740-10 also provides guidance on de-recognition, classification, interest and penalties, and disclosure and transition accounting. The Company has concluded that no liability for uncertain tax positions is required at December 31, 2024.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by the Company's management include but are not limited to, allowances for doubtful accounts and contracts receivable, the allowance for losses on contracts in process, and the percentage of completion on uncompleted contracts. Actual results could materially differ from those estimates.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Revenue Recognition

The Company's revenue recognition policies are in compliance with accounting standards ASC Topic 606, *Revenue from Contracts with Customers*. The new guidance includes the following five-step revenue recognition model:

- Identify the contract with the customer.
- Identify the performance obligation in the contract.
- Determine the transaction price.
- Allocate the transaction price to performance obligations.
- Recognize revenue when (or as) each performance obligation is satisfied.

In 2020, the Financial Accounting Standards Board (FAB) issued Accounting Standards Update (ASU), *Franchisors-Revenue from Contracts with Customers (Subtopic 952-606) Practical Expedient*. This new practical expedient will allow franchisors that are not public business entities to account for pre-opening services provided to a franchise as a single performance obligation in the services are in line with the services listed within the guidance, and they meet certain other conditions.

The Company recognizes franchise royalties, brand funds, and local marketing fees on a monthly and weekly basis, which are generally based upon a percentage of sales made by the Company's franchises when they are earned and deemed collectible.

The following services are provided by the Company prior to the opening of a franchised location:

- *Designate your Territory.*
- *Loan one (1) copy of the Confidential Operations Manual.*
- *Provide site selection guidelines and criteria and provide site selection assistance to determine an acceptable location.*
- *Provide access to prototype design plans, specifications, décor and layout, including requirements for design, color, scheme, image, interior layout and operation assets that include fixtures equipment interior signs and furnishings.*
- *Assist in implementing an opening marketing initiative.*
- *Provide instruction and assistance prior opening.*
- *Provide an initial training program.*

Fair Value of Financial Assets and Liabilities

We measure and disclose certain financial assets and liabilities at fair value. ASC Topic 820, Fair Value Measurements and Disclosures, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Fair Value of Financial Assets and Liabilities, continued

The standard describes three levels of inputs that may be used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full-term of the assets or liabilities.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

We utilize the active market approach to measure fair value for our financial assets and liabilities. W report separately each class of assets and liabilities measured at fair value on a recurring basis and include assets and liabilities that are disclosed but not recorded at fair value in the fair value hierarchy.

Recently Issued and Adopted Accounting Pronouncements

In June 2016, the FASS issued ASU 2016-13, Measurement of Credit Losses on Financial Instruments which significantly changed how entities will measure credit losses for most financial assets and certain other instruments that aren't measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model.

Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the Company that are subject to the guidance in FASS ASC 326 were trade accounts receivable. The Company adopted the standard effective April 29, 2024. The impact of the adoption was not considered material to the financial statements and primarily resulted in new disclosures.

The Company's management has evaluated recently issued accounting pronouncements through the date of this report and concluded that they will not have a material effect on the financial statements as of December 31, 2024.

NOTE 3 – RELATED PARTY TRANSACTIONS

Due from Stockholder

As of December 31, 2024, the Company had monies due from its stockholder in the amount of $196,062. The loan is non-interest bearing, is due on demand, and has no formal repayment terms.

NOTE 4 – PREPAID EXPENSES

Deferred expenses represent expenses paid to assist franchisee's in getting their business open. This includes broker fees, advertising fees, and technology costs. These costs are fully recognized when Franchisees open their doors. The amount deferred as of December 31, 2024 was $0.

NOTE 5 – DEFERRED REVENUE

Deferred revenue represents an allocated amount of the initial franchise fee for the license portion, which is amortized over the term of the agreement, and the unearned portion of the initial franchise fee for the contractual obligations of the Company that have not yet been performed. For the year ended December 31, 2024, the company recognized $20,250 in initial franchise fee revenue and $131 in franchise license fee revenue on the Statement of Income. For the year ended December 31, 2024, the company had deferred revenue of $212,769 as a liability on the Balance Sheet.

NOTE 6 – COMMITMENTS AND CONTINGENCIES

The company may be party to various claims, legal actions, and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the company.

NOTE 7 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through April 29, 2025, the date on which the financial statements were available to be issued and nothing has occurred that would require disclosure.

N&N COOKIES, INC.

FINANCIAL STATEMENTS

FOR THE PERIOD ENDED

DECEMBER 31, 2023

(With Independent Auditors' Report Theron)

N&N COOKIES, INC.
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GARY R. SELLARI, CPA*/PFS, MSM
SCOTT A. STERN, CPA**
ELIOT J. RAPP, CPA*, MAC
R. CHARLES SELLARI, CPA*, MTAX
TONI KRYS, CPA*, CGMA

VICTORIA MOLSKAR, CPA***, LTD
DUSTAN J. BROWN, CPA***
MARY L. CONTRERA, CPA*, PA
STEVE A. GONZOLO, CPA**/PFS, MTAX, CFP®
NICHOLAS J. FRONTERA, CPA*
SHARON HOWARD, CPA, CMA, MBT****
CANDACE ANTONIA KLOTZBIER, CPA*
CHRISTINE M. MCKENNA, CPA*
JAMIE M. RUSSO, CPA*
JANET SCALZITTI, CPA***
APRIL M. SINNOTT, CPA*
ARTHUR J. SINNOTT, CPA**

BARBARA AHEARN-DUNN, EA
KELLY BEACH, EA
LISA BELL, EA
JACQUELINE CARTIER, EA
ANTHONY J. SELLARI, EA
KENNETH SOKOLSKY, EA

Divine Blalock Martin Sellari LLC
Est. in 1932

Certified Public Accountants and Consultants
580 Village Boulevard, Suite 110
West Palm Beach, FL 33409
Phone: (561) 686-1110 Fax: (561) 686-1330
info@dbmscpa.com

MEMBERS
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
WILBUR F. DIVINE, III, CPA (1946-1996)
WILBUR F. DIVINE, IV, CPA (1925-1988)
JAMES A. BLALOCK, CPA (1914-1998)
G. MICHAEL MARTIN, CPA (1945-2014)

*REGULATED BY THE STATE OF FL
**REGULATED BY THE STATE OF FL AND THE STATE OF NY
***REGULATED BY THE STATE OF WI
****REGULATED BY THE STATE OF FL AND THE STATE OF NJ
*****REGULATED BY THE STATE OF NY
******REGULATED BY THE STATE OF FL AND THE STATE OF NC

INDEPENDENT AUDITORS' REPORT

To the Shareholders of
N&N Cookies, Inc.
Bronxville, NY

Opinion

We have audited the accompanying financial statements of N&N Cookies, Inc., (a New York Corporation), which comprise the balance sheet as of December 31, 2023, and the related statements of income, changes in stockholder's equity, and cash flows for the year ended December 31, 2023, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of N&N Cookies, Inc as of December 31, 2023, and the results of its operations and its cash flows for the year ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the auditor's responsibilities for the audit of the financial statements section of our report. We are required to be independent of N&N Cookies, Inc., and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about N&N Cookies, Inc's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of N&N Cookies, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about N&N Cookies, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Divine, Blalock, Martin & Sellari, LLC

West Palm Beach, FL
March 20, 2024

N&N COOKIES, INC.
BALANCE SHEET
AS OF DECEMBER 31, 2023

Assets	
Current Assets	
Cash and cash equivalents	$ 12
Total Current Assets	12
Total Assets	$ 12
Liabilities and Stockholders' Deficit	
Current Liabilities	
Due to stockholder	$ 2,005
Total Current Liabilities	2,005
Stockholders' Deficit	
Accumulated Deficit	(1,993)
Total Stockholders' Deficit	(1,993)
Total Liabilities and Stockholders' Deficit	$ 12

The accompanying notes are an integral part of these financial statements.

N&N COOKIES, INC.
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2023

Revenue	
Initial franchise fees	$ -
Royalty fee	-
Total Revenue	-
Operating Expenses	
Bank charges	60
Professional fees	1,500
Total Operating Expenses	1,560
Income/(Loss) From Operations	(1,560)
Net Loss	$ (1,560)

The accompanying notes are an integral part of these financial statements.

N&N COOKIES, INC.
STATEMENT OF CHANGES IN STOCKHOLDERS' DEFICIT
FOR THE YEAR ENDED DECEMBER 31, 2023

	Common Stock	Additional Paid in capital	Accumulated Deficit	Total Stockholders' Deficit
Beginning Balance	$ -	$ -	$ (433)	$ (433)
Net loss	-	-	(1,560)	(1,560)
Ending Balance	$ -	$ -	$ (1,993)	$ (1,993)

The accompanying notes are an integral part of these financial statements.

N&N COOKIES, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2023

CASH FLOWS FROM OPERATING ACTIVITIES		
Net income/(loss)	$	(1,560)
Adjustments to reconcile Net income/(loss) to net cash used by operating activities:		
(Increase) Decrease in Operating Assets		
Increase (Decrease) in Operating Liabilities		
Accounts payable		-
Total Adjustments		-
Net Cash Used in Operating Activities		(1,560)
NET DECREASE IN CASH AND CASH EQUIVALENTS		(1,560)
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD		1,572
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$	12

The accompanying notes are an integral part of these financial statements.

N&N COOKIES, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2023

NOTE 1 – BUSINESS ACTIVITY

N&N Cookies, Inc., a New York Corporation, was formed on June 20, 2019; the Company is in the business of offering franchises for the operation of a bakery restaurant and kiosk. Unless otherwise indicated, the terms "we," "us," "our," and "Company" refer to N&N Cookies, Inc. The Company is in the process of acquiring franchisees to operate in various states.

Affiliate

N&N Cookies 2, LLC, a New York limited liability company formed in April 2021 and operates under the corporate name, "Cookies N Cream." N&N Cookies 2, LLC operates a corporate Cookies N Cream location in Yonkers, New York and does not offer franchises in any line of business.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Company's policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when received, and expenses are recognized when the obligation is incurred rather than when cash is disbursed.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

Accounts Receivable and Bad Debts

Customer accounts receivable are stated at the amount management expects to collect on balances. The Company uses the direct write-off method for bad debts; management closely monitors outstanding balances and writes off, as of year-end, any balances that are considered to be uncollectible. Bad debts amounted to $0 for the period ended December 31, 2023.

Property and Equipment

Property and equipment are stated at cost. Depreciation and amortization are generally provided using the straight-line method over the estimated useful lives of the related assets which ranges between 3 to 10 years. As of December 31, 2023, the Company did not own any fixed assets.

Advertising

Advertising costs are expensed as incurred.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Concentrations of Credit Risk

The Company maintains cash in bank and deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

Income Taxes

Certain transactions of the Company may be subject to accounting methods for income tax purposes that differ significantly from the accounting methods used in preparing the financial statements in accordance with generally accepted accounting principles. Accordingly, the taxable income of the Company reported for federal and state income tax purposes may differ from net income in these financial statements.

The Company has elected to be taxed as an S corporation under the internal revenue Code and applicable state statutes. Under an S Corporation election, the income of the Company flows through to the Stockholders to be taxed at the individual level rather than the corporate level. Accordingly, no provision or liability for federal or state income taxes has been included in the financial statements. Generally, the Company will distribute cash to the shareholder to pay his share of the federal and state taxes. The Company's tax returns are subject to possible examination by the taxing authorities. For federal income tax purposes, the tax returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

The Company accounts for uncertain tax positions in accordance with ASC 740-10, *Accounting for Uncertainty in Income Taxes*. ASC 740-10 prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC 740-10 also provides guidance on de-recognition, classification, interest and penalties, and disclosure and transition accounting. The Company has concluded that no liability for uncertain tax positions is required at December 31, 2023.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by the Company's management include but are not limited to, allowances for doubtful accounts and contracts receivable, the allowance for losses on contracts in process, and the percentage of completion on uncompleted contracts. Actual results could materially differ from those estimates.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Revenue Recognition

The Company's revenue recognition policies are in compliance with accounting standards ASC Topic 606, *Revenue from Contracts with Customers*. The new guidance includes the following five-step revenue recognition model:

- Identify the contract with the customer.
- Identify the performance obligation in the contract.
- Determine the transaction price.
- Allocate the transaction price to performance obligations.
- Recognize revenue when (or as) each performance obligation is satisfied.

In 2020, the Financial Accounting Standards Board (FAB) issued Accounting Standards Update (ASU), *Franchisors-Revenue from Contracts with Customers (Subtopic 952-606) Practical Expedient.* This new practical expedient will allow franchisors that are not public business entities to account for pre-opening services provided to a franchise as a single performance obligation in the services are in line with the services listed within the guidance, and they meet certain other conditions.

The Company recognizes franchise royalties, brand funds, and local marketing fees on a monthly and weekly basis, which are generally based upon a percentage of sales made by the Company's franchises when they are earned and deemed collectible.

The following services are provided by the Company prior to the opening of a franchised location:

- *Designate your Territory.*
- *Loan one (1) copy of the Confidential Operations Manual.*
- *Provide site selection guidelines and criteria and provide site selection assistance to determine an acceptable location.*
- *Provide access to prototype design plans, specifications, décor and layout, including requirements for design, color, scheme, image, interior layout and operation assets that include fixtures equipment interior signs and furnishings.*
- *Assist in implementing an opening marketing initiative.*
- *Provide instruction and assistance prior opening.*
- *Provide an initial training program.*

Fair Value of Financial Assets and Liabilities

We measure and disclose certain financial assets and liabilities at fair value. ASC Topic 820, Fair Value Measurements and Disclosures, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Fair Value of Financial Assets and Liabilities, continued

The standard describes three levels of inputs that may be used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full-term of the assets or liabilities.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

We utilize the active market approach to measure fair value for our financial assets and liabilities. W report separately each class of assets and liabilities measured at fair value on a recurring basis and include assets and liabilities that are disclosed but not recorded at fair value in the fair value hierarchy.

Recently Issued Accounting Pronouncements

In February 2016, the FASB issued a new accounting standard on leases. The new standard, among other changes, will require lessees to recognize a right-of-use asset and a lease liability on the balance sheet for all leases. The lease liability will be measured at the present value of the lease payments over the lease term. The right-of-use asset will be measured at the lease liability amount, adjusted for lease prepayments, lease incentives received, and the lessee's initial direct costs (e.g., commissions). The new standard is effective for annual reporting periods beginning after December 15, 2021, including interim reporting periods within those annual reporting periods. The adoption will require a modified retrospective approach for leases that exist or are entered into after the beginning of the earliest period presented. Effective January 1, 2022, the Company adopted the new lease standard. As of December 31, 2023, the Company had no lease agreements in place.

NOTE 3 – PREPAID EXPENSES

Deferred expenses represent expenses paid to assist franchisee's in getting their business open. This includes broker fees, advertising fees, and technology costs. These costs are fully recognized when Franchisees open their doors. The amount deferred as of December 31, 2023 was $0.

NOTE 4 – DEFERRED REVENUE

Deferred revenue represents initial franchise sales for which substantially all the services to be provided by the Company have not yet been performed. These revenues are fully recognized when Franchisees open their doors. The amount deferred as of December 31, 2023 was $0.

NOTE 5– COMMITMENTS AND CONTINGENCIES

The company may be party to various claims, legal actions, and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the company.

NOTE 6– SUBSEQUENT EVENTS

The Company has evaluated subsequent events through March 20, 2024, the date on which the financial statements were available to be issued and nothing has occurred that would require disclosure.

EXHIBIT D TO N&N COOKIES INC.

FRANCHISE DISCLOSURE DOCUMENT

LIST OF CURRENT AND FORMER FRANCHISEES

List of Franchised Business

CNCMV Corp.
64-62 Dry Harbor Road
Middle Village, New York 11379
Tel: 718-928-0044

Theresa Enea
7323 Amboy Road
Staten Island, New York 10307
Email: theresa.enea1982@gmail.com

Mima Cookies Corp.
619 Columbus Avenue
Thornwood, New York 10594
Email: azirolnik@gmail.com

Alfa Food NY Inc.
70-17 Austin Street
Forest Hills, New York 11375
Email: alfafoodny@gmail.com
(Opened in 2026)

WZL Gas LLC
Southern New Jersey
Email: krwzl1@hotmail.com
(Not Yet Opened)

Woolton Roy Rose
Scarsdale, New York
Email: rosewoolton@yahoo.com
(Not Yet Opened)

Olivera Ventures Inc.
South Slope, Brooklyn
Email: Cookieswilliamsburg@gmail.com
(Not Yet Opened)

Sweet Cravings LLC
Lexington, South Carolina
Email: monalibijal27@gmail.com
(Not Yet Opened)

Olivera Ventures Inc.
17 S. Village Avenue
Rockville Centre, New York 11570
Email: Cookieswilliamsburg@gmail.com

Salem and Baker Cookies LLC
1-55 Wanaque Avenue
Pompton Lakes, New York 07442
Email: anasalem92@gmail.com

Olivera Ventures Inc.
7115 13th Avenue
Brooklyn, New York 11228
Email: Cookieswilliamsburg@gmail.com
(Opened in 2026)

BAE Ventures LLC
963 Manhattan Avenue
Green Point, New York 11222
Email: guzmanavril@gmail.com
(Opened in 2026)

Everso Foods
New City, New York
Email: edwinsotojr1210@gmail.com
(Not Yet Opened)

3 Cooks LLC
White Plains, New York
Email: dylonsignor@protonmail.com
(Not Yet Opened)

Olivera Ventures Inc.
Merrick, New York
Email: Cookieswilliamsburg@gmail.com
(Not Yet Opened)

List of Corporate or Affiliate-Owned Business

Joseph Edwards
N&N Cookies, Inc.
10 Park Place
Bronxville, New York 10708
Tel: 914-329-3630

Joseph Edwards
N&N Cookies, Inc.
109 Mall Walk
Yonkers, New York 10704
Tel: 914-370-8331

Former Franchisees

None

EXHIBIT E TO N&N COOKIES INC.
FRANCHISE DISCLOSURE DOCUMENT

CONFIDENTIAL OPERATIONS MANUAL
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EXHIBIT F TO N&N COOKIES INC.
FRANCHISE DISCLOSURE DOCUMENT

LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

State Administrators

California
Commissioner of Financial
Protection and Innovation
2101 Arena Boulevard
Sacramento, California 95834
(916) 445-7205
(Toll Free) (866) 275-2677
Ask.DFIP@dfpi.ca.gov
www.dfpi.ca.gov

Hawaii
Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois
Illinois Franchise Development
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana
Indiana Chief Deputy Commissioner
Secretary of State
Franchise Section – Securities Division
301 W. Washington Street, Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

Maryland
Office of the Attorney General
Securities Division
2000 Saint Paul Place
Baltimore, Maryland 21202
(410) 576-7044

State Agents for Service of Process

California
Department of Financial
Protection and Innovation
2101 Arena Boulevard
Sacramento, California 95834
Ask.DFIP@dfpi.ca.gov
www.dfpi.ca.gov

Hawaii
Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

Illinois
Illinois Franchise Development
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

Indiana
Indiana Chief Deputy Commissioner
Secretary of State
Franchise Section – Securities Division
301 W. Washington Street, Room E-111
Indianapolis, Indiana 46204

Maryland
Office of the Attorney General
Securities Division
2000 Saint Paul Place
Baltimore, Maryland 21202

Michigan
Michigan Franchise Administrator
Consumer Protection Division
Attention: Franchise Examiner
670 Law Building
Lansing, Michigan 48913
(517) 373-7117

Michigan
Not Applicable

Minnesota
Minnesota Franchising Examiner
Minnesota Department of Corporations
133 East Seventh Street
St. Paul, Minnesota 55101
(612)295-6328

Minnesota
Minnesota Franchising Examiner
Minnesota Department of Corporations
133 East Seventh Street
St. Paul, Minnesota 55101

New York
NYS Department of Law
28 Liberty Street , 21st Floor
New York, New York 10005
(212) 416-8222

New York
Secretary of State
99 Washington Avenue
Albany, New York 12231

North Dakota
North Dakota Securities Department
600 East Boulevard State Capitol
Fifth Floor, Dep't 414
Bismarck, North Dakota 58505
(701) 328-4712

North Dakota
North Dakota Securities Department
600 East Boulevard State Capitol
Fifth Floor, Dep't 414
Bismarck, North Dakota 58505

Rhode Island
Rhode Island Securities Examiner
Division of Securities
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9500

Rhode Island
Rhode Island
Department of Business Regulation
Division of Securities
1511 Pontiac Avenue
Cranston, Rhode Island 02920

South Dakota
South Dakota Franchise Administrator
Division of Securities
Department of Labor & Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605)773-4013

South Dakota
Director, Division of Securities
124 S. Euclid, Suite 104
Pierre, South Dakota 57501

Virginia
Virginia Chief Examiner
State Corporation Commissioner
Division of Securities and Retail Franchising
1220 Bank Street
Richmond, Virginia 23219
(804)786-7751

Virginia
Clerk of the State Corporation Commissioner
P.O. Box 1197
Richmond, Virginia 23219

Washington
Washington Securities Administrator
Securities Division
P.O Box 9033
Olympia, Washington 98507
(360)902-8760

Washington
Director of Licensing
Securities Division
150 Israel Road
Turnwater, Washington 95801

Wisconsin
Wisconsin Commissioner of Securities
Registration Division
P.O. Box 1768
Madison, Wisconsin 53101
(608)266-8559

Wisconsin
Wisconsin Commissioner of Securities
Office of the Commissioner of Securities
101 East Wilson Street
Madison, Wisconsin 53702

EXHIBIT G TO N&N COOKIES INC.
FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISE DISCLOSURE QUESTIONNAIRE

Do Not Sign this Questionnaire if you are a resident of Maryland or the business is to be operated in Maryland

As you know, N&N Cookies Inc. ("we" or "us"), and you are preparing to enter into a Franchise Agreement for the operation of Cookies N' Cream Business (as defined in this Franchise Disclosure Document). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement and pay your Initial Franchise Fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer in the table provided below.

1.	Yes ___	No ___	Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?
2.	Yes ___	No ___	Have you received and personally reviewed the Franchise Disclosure Document we provided?
3.	Yes ___	No ___	Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
4.	Yes ___	No ___	Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
5.	Yes ___	No ___	Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor or have you had the opportunity for such review and chosen not to engage such professionals?
6.	Yes ___	No ___	Have you discussed the benefits and risks of developing and operating a Cookies N' Cream Business with an existing Cookies N' Cream franchisee?
7.	Yes ___	No ___	Do you understand the risks of developing and operating a Cookies N' Cream Business?

8. Yes ___ No ___ Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs and other relevant factors?

9. Yes ___ No ___ Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be litigated, mediated, and/or arbitrated in New York, if not resolved informally or by mediation?

10. Yes ___ No ___ Do you understand that you must satisfactorily complete the initial training course before we will allow your restaurant to open or consent to a transfer?

11. Yes ___ No ___ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Cookies N' Cream Business, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

12. Yes ___ No ___ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

13. Yes ___ No ___ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Cookies N' Cream Business will generate, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

14. Yes ___ No ___ Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for the Cookies N' Cream Business, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding?

15. Yes ___ No ___ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

EXPLANATION OF ANY NEGATIVE RESPONSE
(REFER TO QUESTION NUMBER)

Questionnaire Number	Explanation of Negative Response

_____ _____
Signature of Franchise Applicant Signature of Franchise Applicant

_____ _____
Name (please print) Name (please print)

Date: _____ Date: _____

EXHIBIT H TO N&N COOKIES INC.
FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE ADVISORY COUNCIL BYLAWS

BYLAWS OF THE
COOKIES N' CREAM
FRANCHISE ADVISORY COUNCIL

These Bylaws (the "Bylaws") govern the organization, composition, and operation of the Cookies N' Cream Franchise Advisory Council (the "FAC" or "Council"), established by N&N Cookies Inc., a corporation ("Franchisor," "we," "us," or "our"). These Bylaws are provided as an exhibit to the Franchisor's Franchise Disclosure Document ("FDD") for informational purposes and are not part of the Franchise Agreement. The FAC is an advisory body only. Nothing in these Bylaws creates any contractual right, fiduciary duty, partnership, joint venture, agency, or employment relationship between Franchisor and any franchisee.

ARTICLE I
NAME, PURPOSE, AND NATURE

Section 1.01 Name.

The name of the advisory body established under these Bylaws shall be the "Cookies N' Cream Franchise Advisory Council."

Section 1.02 Purpose.

The purpose of the FAC is to provide a structured forum through which Franchisor may solicit input from franchisees regarding the operation, marketing, products, services, and development of the Cookies N' Cream franchise system (the "System"). The FAC is intended to:

(a) facilitate communication between Franchisor and franchisees;
(b) provide Franchisor with franchisee perspectives on System-wide initiatives, marketing programs, menu or product offerings, and operational standards;
(c) share operational best practices among franchisees consistent with applicable law; and
(d) serve as a sounding board for proposed changes to System standards, brand strategy, and supplier programs.

Section 1.03 Advisory Only; No Governance Authority.

The FAC is strictly advisory. The FAC has no authority to bind, act on behalf of, or obligate Franchisor, its affiliates, or any franchisee. All decisions regarding the System, the brand, the Franchise Agreement, operating standards, products, pricing, suppliers, marketing, advertising contributions, and any other aspect of the System remain at all times within the sole and absolute discretion of Franchisor. Franchisor is not required to follow, adopt, or implement any recommendation, suggestion, or vote of the FAC. Franchisor may accept, reject, modify, or ignore any FAC input without explanation or justification.

Section 1.04 No Fiduciary Duty.

Neither the FAC, its members, nor Franchisor owes any fiduciary, representational, or similar duty to any franchisee, individual FAC member, or to the franchisee community as a whole by virtue of the existence or operation of the FAC. FAC members do not represent franchisees in a legal, agency, or fiduciary capacity.

ARTICLE II
MEMBERSHIP

Section 2.01 Composition.

The FAC shall consist of not fewer than three (3) and not more than nine (9) franchisee members, as determined by Franchisor in its sole discretion. Franchisor may adjust the size of the FAC from time to time. Franchisor representatives (including officers, employees, or designees) may attend, facilitate, and participate in all FAC meetings, but are not counted toward the number of franchisee members.

Section 2.02 Eligibility.

To be eligible to serve on the FAC, an individual must, at the time of appointment and throughout the term of service, satisfy each of the following requirements:

(a) be an owner, principal, or designated operating officer of a franchisee entity that is a party to a then-current, valid Cookies N' Cream Franchise Agreement with Franchisor;
(b) have operated at least one (1) Cookies N' Cream franchised unit that has been open for business for at least twelve (12) consecutive months;
(c) be in good standing, meaning the franchisee entity (i) is not in default (and has not received a notice of default that remains uncured) under any Franchise Agreement, development agreement, lease, promissory note, or other agreement with Franchisor or its affiliates; (ii) is current on all royalties, Brand Fund contributions, technology fees, and other monetary obligations owed to Franchisor and its affiliates; and (iii) is in substantial compliance with the System standards and operations manual;
(d) not be involved in any pending litigation, arbitration, or formal dispute with Franchisor or its affiliates; and
(e) agree in writing to these Bylaws and to any confidentiality, code of conduct, and conflict-of-interest acknowledgment that Franchisor may reasonably require.

Section 2.03 Appointment of Members.

All FAC members shall be appointed by Franchisor in its sole and absolute discretion. Franchisor may consider any factors it deems relevant, including operational performance, tenure in the System, geographic representation, unit count, diversity of perspective, and demonstrated willingness to contribute constructively. Franchisor is not obligated to conduct elections, nominations, or solicitations of interest, and the FAC is not a representative or elected body.

Section 2.04 Term.

Each FAC member shall serve a term of two (2) years, commencing on the date of appointment, unless otherwise specified in writing by Franchisor at the time of appointment. Franchisor may stagger initial terms so that approximately one-half of the membership rotates annually. A member may be reappointed to successive terms at Franchisor's discretion; there is no limit on the number of terms an eligible member may serve.

Section 2.05 Removal.

Franchisor may remove any FAC member at any time, with or without cause and with or without notice, in its sole and absolute discretion. Without limiting the foregoing, a member shall be deemed automatically removed, effective immediately and without action by Franchisor, if the member or the member's franchisee entity (i) ceases to satisfy any eligibility requirement under Section 2.02; (ii) transfers, terminates, or allows to expire all Franchise Agreements with Franchisor; (iii) becomes the subject of litigation, arbitration, or other formal dispute with Franchisor or its affiliates; or (iv) violates any confidentiality, code of conduct, or conflict-of-interest obligation applicable to FAC members.

Section 2.06 Vacancies.

Vacancies on the FAC, whether caused by resignation, removal, loss of eligibility, or otherwise, may be filled by Franchisor at any time, or may be left unfilled, in Franchisor's sole discretion. A member appointed to fill a vacancy shall serve for the remainder of the unexpired term unless Franchisor specifies otherwise.

Section 2.07 Resignation.

A member may resign at any time by delivering written notice to Franchisor. A resignation is effective upon receipt unless the notice specifies a later effective date.

ARTICLE III
OFFICERS AND FACILITATION

Section 3.01 Chairperson.

Franchisor shall designate one FAC member or Franchisor representative to serve as Chairperson. The Chairperson shall preside over FAC meetings, work with Franchisor to set the agenda, and coordinate communications with members. The Chairperson serves at the pleasure of Franchisor and may be replaced at any time.

Section 3.02 Secretary.

Franchisor shall designate a Secretary, who may be an employee of Franchisor. The Secretary shall be responsible for preparing and distributing agendas, keeping minutes of FAC meetings,

maintaining records of attendance, and retaining FAC documents. All FAC records are the property of Franchisor.

Section 3.03 No Other Officers.

Except as expressly provided in these Bylaws, the FAC shall have no officers, directors, or similar positions. The FAC is not an entity, association, or organization separate from Franchisor.

ARTICLE IV
MEETINGS

Section 4.01 Regular Meetings.

The FAC shall hold at least two (2) regular meetings per calendar year, at times and locations (or by electronic means) determined by Franchisor. Franchisor shall provide members with reasonable advance notice of each regular meeting, together with a proposed agenda.

Section 4.02 Special Meetings.

Franchisor may call a special meeting of the FAC at any time by providing notice to members as far in advance as is reasonably practicable under the circumstances.

Section 4.03 Format.

Meetings may be conducted in person, by videoconference, by telephone, or by any combination thereof, as Franchisor determines. Written consent, email polling, and asynchronous discussion platforms may be used for interim input in lieu of a meeting.

Section 4.04 Quorum and Voting.

Because the FAC is advisory only, no quorum is required for the conduct of FAC meetings. Any vote, poll, or straw poll taken at an FAC meeting is advisory only and is not binding on Franchisor, the FAC, or any franchisee. Franchisor is not obligated to hold votes and may solicit input in any format it deems appropriate.

Section 4.05 Agenda.

The agenda for each FAC meeting shall be determined by Franchisor in consultation with the Chairperson. Members may submit proposed agenda items in advance, but inclusion of any item is at Franchisor's discretion. Certain topics, including matters subject to attorney–client privilege, pending or threatened litigation, franchisee-specific financial or performance information, pricing where prohibited by applicable law, and confidential business plans, may be excluded at Franchisor's discretion.

Section 4.06 Minutes.

The Secretary shall prepare minutes of each FAC meeting. Draft minutes shall be distributed to FAC members for review, and final minutes shall be retained by Franchisor. Minutes are confidential and may not be shared outside the FAC except as authorized by Franchisor.

Section 4.07 Expenses.

Unless Franchisor expressly agrees otherwise in writing, each FAC member is responsible for the member's own travel, lodging, meals, and other expenses associated with FAC service. Service on the FAC is voluntary; members receive no compensation, stipend, fee, royalty credit, marketing-fund credit, or other economic benefit from Franchisor in exchange for service.

ARTICLE V
COMMITTEES AND WORKING GROUPS

Section 5.01 Committees.

Franchisor may establish, modify, or dissolve standing or ad hoc committees or working groups of the FAC (for example, focused on marketing, operations, technology, training, or product development) at any time. The composition, charter, duration, and scope of each committee shall be set by Franchisor.

Section 5.02 Committee Authority.

All committees and working groups are advisory only and operate subject to the same limitations as the FAC as a whole. A committee may not bind Franchisor, the FAC, or any franchisee and may not act outside the scope of its charter.

ARTICLE VI
CONFIDENTIALITY AND CONDUCT

Section 6.01 Confidentiality.

All non-public information disclosed to or discussed within the FAC, including without limitation Franchisor's business plans, financial information, marketing strategies, product roadmaps, supplier relationships, technology initiatives, operational metrics, franchisee-specific data, meeting materials, and deliberations (collectively, "Confidential Information"), shall be held in strict confidence by each FAC member. Each member shall use Confidential Information solely for purposes of FAC participation and shall not disclose Confidential Information to any third party (including to other franchisees who are not FAC members) without Franchisor's prior written consent. Upon termination of FAC service, each member shall promptly return or destroy all Confidential Information in the member's possession. The confidentiality obligations in this Section 6.01 survive termination of FAC service indefinitely.

Section 6.02 Code of Conduct.

FAC members are expected to (i) act in good faith and with professionalism; (ii) prepare for and actively participate in meetings; (iii) respect differing viewpoints; (iv) avoid disparaging Franchisor, its affiliates, other franchisees, or the System; (v) comply with all applicable laws, including antitrust, securities, and franchise laws; and (vi) avoid any communication or coordination among FAC members or franchisees regarding prices, customers, territories, suppliers, wages, or other competitively sensitive topics except as expressly permitted by applicable law and these Bylaws.

Section 6.03 Antitrust Compliance.

The FAC shall not be used as a forum for any discussion or agreement that would violate federal, state, or local antitrust or competition laws. Franchisor reserves the right to limit discussion topics and to require the presence of legal counsel at any FAC meeting to ensure antitrust compliance.

Section 6.04 Conflicts of Interest.

Each FAC member shall disclose to Franchisor any actual or potential conflict of interest, including ownership interests in or compensation from current or prospective System suppliers, competitors, or vendors. Franchisor may recuse a member from any discussion or vote on matters in which the member has a conflict.

Section 6.05 No Lobbying or Representation.

No FAC member may represent, imply, or hold out that the member speaks for Franchisor, the FAC, or franchisees generally with respect to any third party, including the press, government authorities, vendors, customers, investors, or current or prospective franchisees. No FAC member may use the Cookies N' Cream name, logo, or trademarks except as permitted by the member's Franchise Agreement.

ARTICLE VII
RELATIONSHIP TO BRAND FUND AND OTHER PROGRAMS

Section 7.01 Brand Fund.

The FAC may provide non-binding input to Franchisor regarding System marketing programs, creative concepts, campaign priorities, and the general allocation of the Cookies N' Cream brand fund or similar advertising funds. Notwithstanding the foregoing, Franchisor retains sole and absolute discretion over the collection, administration, and expenditure of all marketing and advertising funds, subject only to the terms of the applicable Franchise Agreement.

Section 7.02 Supplier and Product Programs.

The FAC may provide non-binding input regarding approved suppliers, products, menu items, and equipment. Franchisor retains sole and absolute discretion over supplier approval, product specifications, menu composition, required equipment, and related System standards.

Section 7.03 No Amendment of Franchise Agreement.

Nothing discussed, recommended, or voted upon by the FAC shall amend, modify, waive, or supersede any provision of any Franchise Agreement, development agreement, operations manual, or other agreement between Franchisor and any franchisee. Any amendment or waiver requires a separate written instrument signed by Franchisor that expressly references the document being amended.

ARTICLE VIII
INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 8.01 No Liability.

Franchisor, its affiliates, and their respective officers, directors, employees, and agents shall have no liability to any FAC member, franchisee, or third party arising out of or relating to the establishment, operation, decisions, recommendations, or dissolution of the FAC. Participation in the FAC is at the member's own risk. FAC members shall not, by reason of FAC service, be entitled to any indemnification from Franchisor beyond the indemnification (if any) provided under the member's Franchise Agreement.

Section 8.02 Member Release.

By accepting appointment to the FAC, each member, on behalf of the member and the member's franchisee entity, releases Franchisor and its affiliates from any claim arising out of FAC service, including claims relating to selection, removal, meeting logistics, Franchisor's acceptance or rejection of FAC input, and loss of business opportunity.

ARTICLE IX
AMENDMENT, SUSPENSION, AND TERMINATION

Section 9.01 Amendment.

Franchisor may amend these Bylaws at any time, in whole or in part, in its sole and absolute discretion. Amendments become effective when Franchisor provides written notice (including by email) to the then-current FAC members, or on such later date as Franchisor specifies.

Section 9.02 Suspension.

Franchisor may suspend the operation of the FAC, cancel scheduled meetings, or change the FAC's structure at any time, for any reason or no reason, without liability to any member or franchisee.

Section 9.03 Termination.

Franchisor may dissolve and terminate the FAC at any time, for any reason or no reason, in its sole and absolute discretion, without liability to any member or franchisee. Upon termination, all FAC records, materials, and Confidential Information shall remain the property of Franchisor, and each member's confidentiality obligations shall continue in accordance with Section 6.01.

ARTICLE X
MISCELLANEOUS

Section 10.01 Governing Law.

These Bylaws shall be governed by and construed in accordance with the internal laws of the state in which Franchisor maintains its principal place of business, without regard to its conflict-of-laws principles, except to the extent governed by applicable federal law.

Section 10.02 Relationship to Franchise Agreement.

In the event of any conflict or inconsistency between these Bylaws and any Franchise Agreement, the Franchise Agreement shall control. These Bylaws do not create, modify, or affect any right or obligation arising under any Franchise Agreement.

Section 10.03 No Third-Party Beneficiaries.

These Bylaws are intended solely for the benefit of Franchisor and the appointed FAC members and create no rights in any franchisee that is not an appointed FAC member or in any other third party.

Section 10.04 Severability.

If any provision of these Bylaws is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be reformed to the minimum extent necessary to make it valid and enforceable while preserving the parties' original intent to the maximum extent permitted by law.

Section 10.05 No Waiver.

No failure or delay by Franchisor in exercising any right under these Bylaws constitutes a waiver of that right. A waiver is effective only if in writing and signed by Franchisor, and applies only to the specific instance and purpose for which it is given.

Section 10.06 Notices.

Notices to members under these Bylaws may be delivered by email to the member's email address on file with Franchisor, by posting to a System-wide franchisee portal, or by other reasonable means. Notices to Franchisor shall be delivered in accordance with the notice provisions of the member's Franchise Agreement.

Section 10.07 Interpretation.

Headings in these Bylaws are for convenience only and do not affect interpretation. The terms "include," "including," and similar terms are not limiting.

Section 10.08 Entire Understanding Regarding FAC.

These Bylaws constitute the entire understanding of Franchisor and the FAC with respect to the FAC's organization and operation, and supersede any prior written or oral statements regarding the FAC.

ADOPTION

These Bylaws are adopted by N&N Cookies Inc. and are effective as of the date set forth below. These Bylaws may be amended from time to time in accordance with Section 9.01.

N&N COOKIES INC.
By:
Name: _____
Title: _____
Date: _____

EXHIBIT I TO N&N COOKIES INC.
FRANCHISE DISCLOSURE DOCUMENT

STATE ADDENDA AND AGREEMENT RIDERS

ADDENDUM TO N&N COOKIES INC.
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND

The following is added to the disclosure document:

The Franchise Disclosure Questionnaire is not applicable in Maryland

1. Item 17 is amended by adding the following language after the table:

(a) Any General Release required as a condition of renewal, sale and/or assignment or transfer does not apply to any liability under the Maryland Registration and Disclosure Law.

(b) You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

(c) The provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under Federal Bankruptcy Law (11 U.S.C. Section 1010 et seq.)

(d) The franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation state that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the area development agreement opens.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO N&N COOKIES INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MARYLAND

1. Precedence and Defined Terms. This Addendum is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Addendum supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Addendum have the meanings as defined in the Agreement.

2. No Release, Estoppel or Waiver of State Law. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. Jurisdiction. Any litigation arising on claims under Maryland Law may be brought by the Franchisee in Maryland.

4. Limitation on Claims. Nothing in this Agreement will reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under Maryland Law. All claims arising under the Maryland Law must be brought within 3 years after the grant of the franchise.

5. General Release. Any General Release required as a condition of renewal, sale and/or assignment or transfer does not apply to any liability under the Maryland Registration and Disclosure Law. Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

The following Sections of the Franchise Agreement are deleted in their entirety: 11.18, 11.19, 11.20, 11.22, and 11.23.

Section 11.6 of the Franchise Agreement is deleted and replaced with the following:

> This Agreement and all exhibits to this Agreement, constitute the entire agreement between the parties. This Agreement supersedes any and all prior negotiations, understandings representations and agreements. No representations have induced You to execute this Agreement with Cookies N' Cream Except for those permitted to be made unilaterally by Cookies N' Cream hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.
>
> Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require You to waive reliance on any representation that Cookies N' Cream made in the most recent disclosure document (including its exhibits and amendments) (the "FDD") that Cookies N' Cream delivered to You or your Your representative, subject to any agreed-upon changes to the contract terms and conditions described in that disclosure document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement).
>
> Nothing in the agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

FRANCHISOR:	FRANCHISEE:
N&N COOKIES INC.	
By: _____	By: _____
Name: Joseph Edwards	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

ADDENDUM TO N&N COOKIES INC.
AREA DEVELOPMENT AGREEMENT
REQUIRED BY THE STATE OF MARYLAND

1. Precedence and Defined Terms. This Addendum is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Addendum supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Addendum have the meanings as defined in the Agreement.

2. No Release, Estoppel or Waiver of State Law. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. Jurisdiction. Any litigation arising on claims under Maryland Law may be brought by the Franchisee in Maryland.

4. Limitation on Claims. Nothing in this Agreement will reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under Maryland Law. All claims arising under the Maryland Law must be brought within 3 years after the grant of the franchise.

5. General Release. Any General Release required as a condition of renewal, sale and/or assignment or transfer does not apply to any liability under the Maryland Registration and Disclosure Law. Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all development fees and initial payments by area developers shall be deferred until the first franchise under the area development agreement opens.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

FRANCHISOR:	DEVELOPER:
N&N COOKIES INC.	
By: _____	By: _____
Name: Joseph Edwards	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____

ADDENDUM TO N&N COOKIES INC.
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions other than routine litigation incidental to the business that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application

for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the nonwaiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by a franchisee":

"You may terminate the agreement on any grounds available by law."

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state

franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

AMENDMENT TO THE FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NEW YORK

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and the regulations promulgated thereunder (N.Y. Comp. Code R. $ Regs. tit 13, §§ 200.1 through 201.16), the parties to the attached N&N Cookies Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Under Section 4.6.2 of the Agreement, under the heading "Renewal," the subsection 4.6.2(e) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

4.6.2(e) You shall execute a general release, in a form satisfactory to Us, with respect to any and all claims, known or unknown, that You might have against Us or our subsidiaries, or affiliates, or their respective officers, directors, agents, or employees, provided, however, that all rights enjoyed by You and any causes of action arising in Your favor from the provisions of New York General Business Law Sections 680-695, and the regulations issued thereunder, shall remain in force, it being the intent of this provision that the non-waiver provisions of New York General Business Law Sections 687.4 and 687.5 be satisfied.

2. Under Section 9.3 of the Agreement, under the heading "Conditions of Transfer," the subsection 9.3(c) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

(c) That the transferor shall have executed a general release, in a form prescribed by Cookies N' Cream, of any and all claims against Cookies N' Cream and its affiliates, and their respective officers, directors, agents, shareholders, and employees, provided, however, that all rights enjoyed by Franchisee/transferor, and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695, and the regulations issued thereunder, shall remain in force, it being the intent of this provision that the non-waiver provisions of New York General Business Law Sections 687.4 and 687.5 be satisfied.

5. There are circumstances in which an offering be made by N&N Cookies Inc., would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed in New York if Franchisee is domiciled in New York or the Cookies N' Cream Business will be opening in New York. N&N Cookies Inc. is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties hereto have duly executed this New York Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

N&N COOKIES INC.
doing business as Cookies N' Cream

By: _____
Name: Joseph Edwards
Title: President
Date: _____

Delivery Addresses for Notices:

N&N Cookies Inc.
10 Park Place
Bronxville, New York 10708

Evan M. Goldman, Esquire
The Franchise Firm LLP
225 Wilmington West Chester Pike, Suite 200
Chadds Ford, Pennsylvania 19317

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

Delivery Address for Notices:

EXHIBIT J TO N&N COOKIES INC.
FRANCHISE DISCLOSURE DOCUMENT

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	N/A
Hawaii	N/A
Illinois	N/A
Indiana	N/A
Maryland	Pending
Michigan	N/A
Minnesota	N/A
New York	Pending
North Dakota	N/A
Rhode Island	N/A
South Dakota	N/A
Virginia	N/A
Washington	N/A
Wisconsin	N/A

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT K TO N&N COOKIES INC.
FRANCHISE DISCLOSURE DOCUMENT

RECEIPT

RECEIPT
(RETURN ONE COPY TO US)

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If N&N Cookies Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If N&N Cookies Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit F.

The franchisor is N&N Cookies Inc., located at 10 Park Place, Bronxville, New York 10708. Its telephone number is 914-329-3630.

Issuance Date: April 28, 2026

The name, principal address and telephone number of the franchise seller for this offering is Joseph Edwards, 10 Park Place, Bronxville, New York 10708, 914-329-3630.

N&N Cookies Inc. authorizes the agents listed in Exhibit F to accept service of process for it.

I have received a disclosure document, dated April 28, 2026, that included the following Exhibits:

A	Cookies N' Cream Franchise Agreement (with exhibits)
B	Area Development Agreement
C	Financial Statements
D	List of Current and Former Franchisees
E	Confidential Operations Manual Table of Contents
F	List of State Administrators/Agents for Service of Process
G	Franchise Disclosure Questionnaire
H	Franchise Advisory Council Bylaws
I	State Addenda and Agreement Riders
J	State Effective Dates
K	Receipt

Date: _____ _____
(Do Not Leave Blank) Signature of Prospective Franchisee

_____
Print Name

You may return the signed receipt either by signing, dating and mailing it to N&N Cookies Inc., located at 10 Park Place, Bronxville, New York 10708, or by emailing a copy of the signed and dated receipt to N&N Cookies Inc. at info@cookiesncreamusa.com.

RECEIPT
(KEEP ONE COPY FOR YOURSELF)

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If N&N Cookies Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If N&N Cookies Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit F.

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H	Franchise Advisory Council Bylaws
I	State Addenda and Agreement Riders
J	State Effective Dates
K	Receipt

Date: _____
(Do Not Leave Blank)

_____
Signature of Prospective Franchisee

_____
Print Name