

FRANCHISE DISCLOSURE DOCUMENT

Fortissima Enterprises Franchising, LLC

(an Oregon limited liability company)

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Yumberry BowlSM



Fortissima Enterprises Franchising, LLC, an Oregon limited liability company, offers franchises for the operation of Yumberry Bowl[®] sit-down restaurants, walk-up/drive-through locations, and food trucks and trailers (each a "Unit") which offer and sell superfood bowls, smoothies, healthy snacks, and other food and drink items. The total investment necessary to begin operation of a sit-down restaurant or walk-up/drive-through restaurant Unit is between \$45,647 and \$109,697. This includes \$26,700 to \$29,700 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of a food truck or trailer Unit is between \$58,447 and \$145,347. This includes \$26,700 to \$29,700 that must be paid to the franchisor or affiliate.

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 governmental agency has verified the information contained in this document.**

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 contract carefully. Show your contract and this 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, D.C. 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: May 29, 2025. The Effective Dates in various states are described in the State Effective Date page (*Exhibit I*).

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 <i>Exhibit F</i> .
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 <i>Exhibit G</i> 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 Yumberry Bowl 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 an Yumberry Bowl franchisee?	Item 20 or <i>Exhibit F</i> 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 Franchised Business or may harm your Franchised 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 Franchised 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 B*.

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 Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Oregon. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Oregon than in your own state.
2. **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.

YUMBERRY BOWLSM

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YUMBERRY BOWLSM

FRANCHISE DISCLOSURE DOCUMENT

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, “we” or “us” means Fortissima Enterprises Franchising, LLC, the franchisor. “You” means the person or entity to which we grant a franchise, as franchisee. If you are a corporation, limited liability company or other legal entity, “you” may also include your owners, depending on the context.

The Franchisor and Affiliate

We are an Oregon limited liability company that was organized on August 2, 2016. We are in the business of granting franchises for Yumberry Bowl[®] Units, and providing initial and on-going support to our franchisees. Our principal business address is 136 NE Steiger Street, Grants Pass, Oregon 97526. On September 28, 2017, our limited liability company was administratively inactivated in Oregon. We were reinstated in Oregon on May 29, 2020.

We do not do (and have never done) business under any name other than “Yumberry Bowl,” “Yumberry Bowls, Superfood and Smoothie Bar,” “Fortissima Enterprises,” or our full entity name. We began offering franchises as described in this disclosure document in January 2017. We have never offered franchises in any other line of business.

We do not own or operate any other business which is similar to the business being franchised, and have never done so. However, our affiliate, Fortissima Enterprises, LLC has owned and operated a Yumberry BowlSM walk-up/drive through location in Grants Pass Oregon since June 2016. Our affiliate’s principal business address is 136 NE Steiger Street, Grants Pass, Oregon 97526. It has never offered franchises in any line of business; however, in 2018, during the time when our charter was administratively inactivated, it signed a franchise agreement for the Yumberry BowlSM franchise in Medford, Oregon. After our charter was reinstated, our affiliate assigned the Medford franchise agreement to us. Our affiliate does not currently provide any items or services to our franchisees, but it has done so in the past, and it may do so in the future.

Our agents for service of process are listed in *Exhibit B*. We do not have any predecessor or other affiliates.

The Franchise

We offer franchises for the operation of Yumberry BowlSM sit-down restaurants, walk-up/drive-through locations and food trucks and trailers, which use the trade names, service marks, trademarks, logos, emblems and indicia of origin we specify (collectively, the “Marks”) and operate under our proprietary and distinctive system as we specify (the

“System”). A restaurant or food truck or trailer operated under the System and Marks is referred to in this disclosure document as the “Franchised Business” or “Unit.”

If we approve your franchise application, you will have the right to sign a franchise agreement (“Franchise Agreement”), as franchisee, with us for the establishment and operation of a single restaurant Unit or walk-up/drive-through Unit to be located at a specific, approved location or a single food truck or trailer Unit to be operated within a specific approved market area. Our standard form Franchise Agreement is attached to this disclosure document as *Exhibit C*.

General Market and Competition

Restaurant Units and walk-up/drive-through Units are typically located in shopping centers, strip malls and similar retail locations with appropriate parking and/or drive-through access for customers. Non-traditional locations, such as in or near shopping malls, airports or college campuses may also be appropriate for Unit locations. Virtually any type of retail structure could be suitable for a restaurant Unit or walk-up/drive-through Unit, subject to our site-selection criteria.

Food truck or trailer Units are mobile, but you will need a place to park the Unit. In some jurisdictions, you may also need access to a commercial kitchen or commissary in which to do food preparation.

The primary targeted customer base for Units are people of all ages and backgrounds who appreciate reasonably-priced, healthy bowls and snacks in a casual setting.

The market for superfood bowls, smoothies, healthy snacks, and other food and drink items in general is well developed. Yumberry Bowl® Units compete with national or regional chains, some of which may be franchised, and with local independent restaurants and food trucks and trailers. Some competitors may be well-established in the marketplace. Your success in competing in this market will be largely dependent on your abilities, skills, involvement with your Unit, financial strength, general economic conditions, geographical area and specific location. You should consider the Franchised Business as a developing business in a general market segment with many well-established competitors.

Regulations

You must comply with all local, state, and federal laws and regulations that apply to your Unit operations. For all Units, these laws and regulations may include: (a) general health and sanitation requirements for food service businesses, including licenses; (b) requirements regarding the storage, handling and preparation of food (including training and certification requirements); (c) restrictions on smoking; (d) standards for employee health and safety; (e) requirements for fire safety and emergency preparedness; (f) restrictions on the sale of alcoholic beverages; (g) requirements regarding the use,

storage and disposal of waste and hazardous materials; and (h) nutritional labeling requirements.

For restaurant Units and walk-up/drive-through Units, these laws and regulations may also include: (a) zoning or land use restrictions; (b) general construction regulations; (c) special standards, specifications and requirements for the design, construction and maintenance of food service premises (including inspections and certifications); and (d) requirements for public accommodations, including restrooms.

For food truck and trailer Units, these laws and regulations may also include: (a) general standards, specifications and requirements for the design, construction and maintenance of food trucks and trailers (including inspections and certifications); (b) general requirements for the licensing, registration and insurance of commercial motor vehicles and vehicle operators; (c) requirements for a commercial kitchen or commissary (including inspections and certifications) in some jurisdictions; (d) requirements for garaging the food truck or trailer when not in use (including inspections and certifications); and (e) parking restrictions when the food truck or trailer is in use, including requirements for proximity to restrooms, and restrictions regarding proximity to restaurants. If you will operate your food truck or trailer Unit in multiple cities and/or counties, you will need to comply with applicable laws in each jurisdiction.

We are not aware of any other laws or regulations specifically applicable to the Franchised Business; however, your Unit and your business operations will be subject to laws and regulations that are applicable to businesses generally. For example, you will be subject to various generally-applicable federal, state and local laws and regulations, such as state and local business licensing, sales tax permit, and various generally-applicable health, sanitation, safety and fire standards. Your Franchised Business may also be subject to laws such as the Fair Labor Standards Act, Americans with Disabilities Act, workers compensation insurance requirements, and various federal and state laws covering matters such as minimum wage, overtime and working conditions. You should consult with an attorney or business advisor about the laws, regulations and ordinances that may affect operation of your Unit.

ITEM 2

BUSINESS EXPERIENCE

Our directors, principal officers, and those executives who will have management responsibility relating to the franchises offered by this disclosure document are:

Julie Lockman, President and CEO

Julie co-founded the Yumberry BowlSM concept in February 2016. She has been a member, manager and our CEO and President in Grants Pass, Oregon since our formation in August 2016. Since May 2016, Julie has also been a member and manager

of Fortissima Enterprises, LLC, which owns and operates the Yumberry BowlSM location in Grants Pass, Oregon.

David Lockman, Vice President / Inventory Specialist

David has been a member, and our Vice President / Inventory Specialist in Grants Pass, Oregon since June 2017. Since May 2016, David has also been a member of Fortissima Enterprises, LLC, which owns and operates the Yumberry BowlSM location in Grants Pass, Oregon.

Joanna Monnet, Manager / Field Development Director

Joanna co-founded the Yumberry BowlSM concept in February 2016. She has been our Manager / Field Development Director in Grants Pass, Oregon since March 2017. Since February 2016, Joanna has also been one of the managers of the Yumberry BowlSM location in Grants Pass, Oregon.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this disclosure document.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this disclosure document.

ITEM 5
INITIAL FEES

The initial franchise fee for your first Unit is \$25,000. You must pay the initial franchise fee to us in 2 installments. The first installment of \$5,000 is due when you submit your Franchise Application form to us. The Franchise Application form is attached as *Exhibit D*. The second installment of \$20,000 is due when you submit the signed Franchise Agreement to us. The initial franchise fee for your second or greater Unit is \$20,000, payable in lump sum when you sign the Franchise Agreement for the particular Unit.

We will not refund any portion of the initial franchise fee except in the following limited circumstances. If we disapprove your franchise application for any reason before you sign the Franchise Agreement, then we will refund to you the first installment you paid. If we terminate the Franchise Agreement for your first Unit because we reasonably determine that you have not successfully completed the initial training program, then we will refund to you half of the initial franchise fee that you paid.

Before you first open your Unit for business, you will also pay to us or an affiliate for the following:

- Uniforms (approximately \$100 to \$1,000);
- Opening supplies, including logo cups and bowls, coffee sleeves, and stickers (approximately \$700 to \$1,500);
- Travel, transportation, lodging and meal expenses for our on-site training staff (approximately \$700 to \$2,000);
- Technology set up fee (\$200).

Other than as disclosed in this Item, you are not required to make any payments to us or any affiliate before you first open your Unit.

ITEM 6

OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	5% of Gross Revenues.	On the second Monday following the applicable business week (Sunday through Saturday)	See Note 2 for definition of Gross Revenues.
Marketing Fee	Up to 2% of Gross Revenues	On the second Monday following the applicable business week (Sunday through Saturday)	Funds marketing programs. See Note 2 for definition of Gross Revenues. Currently 0% because not implemented yet.
Technology Fee	\$149 per month	On the first day of each month	Funds the technology used in the franchise system.
Initial Training Fees	Amount of training fee charged to each trainee (currently \$400 per person per day), plus travel, transportation, lodging and meal expenses of our trainers	Upon demand	We do not charge for training you and your initial manager during the same program. You must pay for any other initial training, including for new managers. See Item 11 for details.

Type of Fee	Amount	Due Date	Remarks
Additional Training Fee	Amount of training fee tuition charged to each trainee (currently \$400 per person per day), plus travel, transportation, lodging and meal expenses of our representatives.	Upon demand	We may offer or require additional training programs. See Item 11 for details.
On Site Assistance Fee	Currently \$400 per person per day plus travel, transportation, lodging and meal expenses of our representatives.	Upon demand	Payable if you request or if we determine that additional on-site assistance is appropriate.
Transfer Fee	\$7,500	Before transfer	Payable only if there is any change in ownership interest of franchisee, the Unit or its assets; however fee is \$500 if you transfer to an entity with the same ownership and control.
Renewal Fee	\$5,000	Upon execution of a new Franchise Agreement	Payable only if you desire to renew the franchise.
Manual Replacement Fee	\$5,000	Upon demand	Payable if you fail to return manual after franchise ends.
Late Fee	\$100 per late payment	Upon demand	Payable if you fail to make any payment to us on time
Interest	12% per year on unpaid amount	Upon demand	Payable if you fail to pay us on time (rate subject to state law)
NSF Fee	\$100 per occurrence	Upon demand	Payable if you have insufficient funds in your account to honor any payment to us
Audit Costs	Cost of audit plus related expenses,	Upon demand	Payable if an audit reveals that you underpaid us more than 3% of the correct amount owed for any week
Indemnification	Our losses, costs and expenses, including attorneys'	Upon demand	Payable if we incur any losses, damage or liability arising in connection with

Type of Fee	Amount	Due Date	Remarks
	fees; will vary under circumstances		your operation of the Franchised Business.
Costs and Attorneys' Fees	Our costs, including attorneys' fees; will vary under circumstances	Upon demand	Payable if we incur attorneys' fees or other expenses as a result of your default under any agreement with us
Taxes	Amount assessed us by federal, state and local tax authorities on any payments you make to us.	Upon demand	Payable if we are assessed any taxes on any payments you make to us (including sales, gross receipt, excise, use or similar taxes, but not income taxes).

Notes:

1. This table lists other recurring or isolated fees or payments that each franchisee must pay. All fees are uniformly imposed by and payable to only us. None are refundable. We may, upon notice, require you to pay your periodic fees on a different periodic basis. We may collect these fees and other amounts you will owe to us by debits to your bank account.
2. "Gross Revenues" means the revenues you receive from the sale of all items and services, and all other income of every kind and nature related to the Franchised Business or Unit operations, whether for cash or credit, and regardless of collection in the case of credit. However, Gross Revenues does not include any sales taxes or similar taxes that you collect for transmittal to the appropriate taxing authority and that you actually remit.
3. We do not have the right to form or to require franchisees to form a local or regional marketing cooperative.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YUMBERRY BOWLSM SIT-DOWN OR WALK-UP/DRIVE-THROUGH RESTAURANT UNIT YOUR ESTIMATED INITIAL INVESTMENT					
Type of Expenditures	Amount or Range		Method of Payment	When Due	To Whom Paid
Initial franchise fee (Note 1)	\$25,000	\$25,000	Lump sum	See Item 5	Us
Training team expenses (Note 2)	\$700	\$2,000	As required by payee	Before opening, as incurred	Us, airlines, hotels, rent car company, restaurants, etc.
Rent (first 3 months) & security deposit (Note 3)	\$2,400	\$6,000	As required by payee	Before opening, when you sign lease	Landlord
Leasehold improvements (Note 4)	\$0	\$25,000	As required by payee	Before opening, as incurred	Landlord or contractors
Utility deposits and expenses (first 3 months) (Note 5)	\$100	\$1,200	As required by payee	Before opening, as incurred	Electric company, gas company, water company, etc.
Furnishings, fixtures and equipment (Note 6)	\$7,000	\$15,500	As required by payee	Before opening, as incurred	Various suppliers
Supplies / office equipment / software / cameras (Note 7)	\$1,000	\$2,500	As required by payee	Before opening, as incurred	Various suppliers
Signs (Note 8)	\$1,000	\$8,000	As required by payee	Before opening, as incurred	Us, sign company or landlord
Initial inventory and supplies (Note 9)	\$6,000	\$8,000	As required by payee	Before opening, as incurred	Us or affiliate, various suppliers, including approved suppliers
Insurance – first 3 months (Note 10)	\$300	\$550	As required by payee	Before opening, as incurred	Insurance company
Business licenses and permits (Note 11)	\$200	\$700	Lump sum	Before opening, as incurred	Governmental agencies

**YUMBERRY BOWLSM SIT-DOWN OR
WALK-UP/DRIVE-THROUGH RESTAURANT UNIT**

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditures	Amount or Range		Method of Payment	When Due	To Whom Paid
Professional fees (Note 12)	\$0	\$3,000	As required by payee	Before opening, as incurred	Lawyers, accountants, etc.
Grand opening promotion (Note 13)	\$100	\$1,000	As required by payee	Before or after opening	Us, various suppliers, media
Marketing – first 3 months (Note 14)	\$200	\$600	As required by payee	Before or after opening	Us, various suppliers, media
Technology set up fee and monthly fees – first 3 months (Note 15)	\$647	\$647	Lump sum and monthly	Before and after opening	Us, approved supplier
Miscellaneous opening expenses (Note 16)	\$0	\$5,000	As required by payee	Before opening, as incurred	Various suppliers
Additional funds for first 3 months (Note 17)	\$1,000	\$5,000	As required by payee	As incurred	Employees, etc.
Initial Total Estimated Investment	\$45,647	\$109,697			

YUMBERRY BOWLSM FOOD TRUCK OR TRAILER UNIT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditures	Amount or Range		Method of Payment	When Due	To Whom Paid
Initial franchise fee (Note 1)	\$25,000	\$25,000	Lump sum	See Item 5	Us
Expenses for initial training (Note 2)	\$700	\$2,000	As required by payee	Before opening, as incurred	Us, airlines, hotels, rent car company, restaurants, etc.
Truck or trailer purchase (Note 18)	\$20,000	\$60,000	As required by payee	Before opening, as incurred	Truck seller

YUMBERRY BOWLSM FOOD TRUCK OR TRAILER UNIT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditures	Amount or Range		Method of Payment	When Due	To Whom Paid
Truck or trailer build-out (Note 19)	\$0	\$6,000	As required by payee	Before opening, as incurred	Various suppliers
Vehicle signage (Note 20)	\$800	\$6,000	As required by payee	Before opening, as incurred	Various suppliers
Furnishings, fixtures and equipment (Note 6)	\$3,000	\$15,500	As required by payee	Before opening, as incurred	Various suppliers
Supplies / office equipment / software / cameras (Note 7)	\$1,500	\$4,500	As required by payee	Before opening, as incurred	Various suppliers
Initial inventory and supplies (Note 9)	\$5,000	\$8,000	As required by payee	Before opening, as incurred	Us or affiliate, various suppliers, including approved suppliers
Insurance – first 3 months (Note 10)	\$300	\$600	As required by payee	Before and after opening, as incurred	Insurance company
Business and vehicle licenses and permits (Note 11 & 21)	\$100	\$300	Lump sum	Before opening, as incurred	Governmental agencies
Professional fees (Note 12)	\$0	\$3,000	As required by payee	Before opening, as incurred	Lawyers, accountants, etc.
Grand opening promotion (Note 13)	\$100	\$1,000	As required by payee	Before, or within 90 days after, opening	Various suppliers, media
Marketing (Note 14)	\$200	\$600	As required by payee	Before or after opening	Us, various suppliers, media
Miscellaneous opening expenses (Note 16)	\$0	\$5,000	As required by payee	Before and after opening, as incurred	Various suppliers
Commercial kitchen rental – first 3 months	\$0	\$600	As required by payee	Before and after	Commercial kitchen or commissary

YUMBERRY BOWL SM FOOD TRUCK OR TRAILER UNIT					
YOUR ESTIMATED INITIAL INVESTMENT					
Type of Expenditures	Amount or Range		Method of Payment	When Due	To Whom Paid
(Note 22)				opening, as incurred	
Truck or trailer storage – first 3 months (Note 23)	\$0	\$600	As required by payee	Before opening, as incurred	Parking facility
Truck or trailer fuel and maintenance – first 3 months (Note 24)	\$100	\$1,000	As required by payee	As incurred	Fuel dealers, truck service shops, etc.
Technology set up fee and monthly fees – first 3 months (Note 15)	\$647	\$647	Lump sum and monthly	Before and after opening	Us, approved supplier
Additional funds for first 3 months (Note 17)	\$1,000	\$5,000	As required by payee	As incurred	Employees, etc.
Initial Total Estimated Investment	\$58,447	\$145,347			

Explanatory Notes:

Fees and costs payable to us are refundable, unless otherwise described. Fees and costs payable to others are generally not refundable unless you negotiate this right with them.

Note 1: Initial Franchise Fee. The initial franchise fee for your first Unit is \$25,000 payable \$5,000 upon submitting the franchise application, and \$20,000 upon signing the Franchise Agreement. The initial franchise fee for the second or greater Unit is \$20,000. See Item 5.

Note 2: Initial Training Expenses. There are no fees or expenses associated with the online initial training program for your owners. Our on-site initial training program is provided by our training team at your location on the day before you first open for business, and includes on-the-job training and opening support on your opening day. There is no training fee for this initial training program if all trainees attend the same program. However, you will be responsible for the reasonable travel, transportation, lodging and meal expenses incurred by our training staff in connection with this initial training program. Some of these expenses will depend on the distance traveled, the method of travel, the availability of lodging, etc. The estimate is for our 2- or 3-person

training team (depending on your staff size) traveling to your location for approximately 2 days of training and opening support.

Note 3: Rent and Security Deposit. If you do not own adequate space in a suitable location, you will need to lease or purchase a suitable site for your sit-down restaurant Unit or walk-up / drive-through Unit. In that case, you will be required to pay rent and a security deposit. The typical sit-down restaurant Unit is approximately 800 to 1,200 square feet, and the typical walk-up / drive through Unit is approximately 200 to 500 square feet. It is not possible for us to estimate your rent with much certainty due to the material differences in these costs from location to location. Additionally, some leases are triple net leases which require the tenant to pay rent plus all taxes, insurance and maintenance expenses, while other leases may charge a variable rent based on a percentage of your income, with no fixed minimum rental charge. You should investigate rents in your own area.

Note 4: Leasehold Improvements. You may incur expenses for improving the leased premises or installing fixtures to bring the premises within compliance with applicable laws and regulations and within compliance with our requirements, such as the expenses associated with the design and build out of the Unit, and any required plumbing, electrical and remodeling work. The costs vary with various factors such as Unit size, configuration, remodeling needs, and location. In a build-to-suit lease, the landlord may include some or all of the improvements and fixtures in your lease payments. You may be able to negotiate with your landlord for a landlord contribution for these expenses.

Note 5: Utility Deposits and Expenses. You may incur required deposits and expenses for utility services, such as for electricity, gas, water, sewage, and trash removal.

Note 6: Furnishings, Fixtures and Equipment. The estimates are for the purchase of furnishings, fixtures and equipment you will need to open a Unit, including (as applicable) kitchen equipment, dining room furnishings, refrigerators, freezers, prep tables, blenders, ice makers, shelves and decor. Some of these expenses will depend on Unit size, shipping distances, supplier chosen and your credit history.

Note 7: Supplies / Office Equipment / Software / Cameras. The estimates are for the purchase of supplies, office equipment, software and cameras you will need to open a Unit.

Note 8: Signs. The estimates are for the interior and exterior signs you will need to open a sit-down restaurant Unit or a walk-up / drive-through Unit.

Note 9: Initial Inventory and Supplies. The estimates include expenses for the initial inventory of ingredients, related items, and initial supplies of bowls, cups, napkins, uniforms, etc.

Note 10: Insurance. For all Units, we currently require you to maintain the following insurance coverage: (1) commercial general liability insurance, including bodily injury,

property damage, personal injury, advertising injury, non-owned automobile, loss of business income, and broad form contractual coverage for liability assumed under the Franchise Agreement, on an occurrence basis, with combined single limit coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (2) professional liability (errors and omissions) insurance with coverage of at least \$1,000,000 per occurrence/annual aggregate; and (3) worker's compensation and employer's liability insurance. For a food truck or trailer Unit, we also require you to maintain vehicle insurance including hired and non-owned vehicles with limits for bodily injury of at least \$100,000 per person and \$300,000 per occurrence, limits for property damage of at least \$100,000 per occurrence, and uninsured motorists coverage as required by applicable law. Your policies must be from an insurance carrier acceptable to us, name us as an additional insured, contain a waiver of subrogation, and provide for 30 days prior notice to us of termination, expiration or cancellation of the policy. Your insurance policies must provide that coverage is primary/non-contributory. You must provide us with current and updated certificates of insurance and, if we request, complete copies of each policy. Insurance requirements are subject to change. The cost of your insurance will vary with the size, location and type of your business, as well as other factors.

Note 11: Business Licenses / Permits. You must obtain all necessary permits and licenses required by applicable law before you begin the Franchised Business, including business license, assumed name certificate, tax certificates, food-related certifications, occupancy certifications, etc.

Note 12: Professional Fees. We do not require you to consult with a lawyer, accountant or other professional before beginning operations. However, we strongly suggest that you do. Rates for professionals can vary significantly based on area and experience.

Note 13: Grand Opening Promotion. We recommend a grand opening promotion appropriate for your community, competitive situation, and similar considerations. Local market factors, including the types of marketing available, the cost of marketing space or time, and the local competitive situation can vary significantly.

Note 14: Marketing. We recommend that you to establish and manage a Facebook page for your Unit, and that you "boost" Facebook ads on a weekly basis. We suggest that you spend approximately \$200 per month in boosted Facebook ads. If there are 2 or more franchises in a marketing area, as we determine, we may require you to participate in a marketing cooperative and to contribute funds as determined by a majority vote of the cooperative.

Note 15: Technology Set Up and Monthly Fee. You will pay the \$200 technology set up fee to us, and the then-current ongoing technology fee to our approved supplier. The current monthly technology fee is \$149. This fee helps fund the technology package including our online ordering app, integration with Door Dash (including prepaid delivery fees) and POS gifts card and loyalty program syncing.

Note 16: Miscellaneous Opening Expenses. The estimates are for unexpected expenses you may have in connection with opening the Unit.

Note 17: Additional Funds. You will need capital to support miscellaneous start-up expenses and on-going expenses, such as payroll, taxes, overhead, and other expenses, to the extent these expenses may exceed your sales revenues. This item does not include royalty fees or marketing fees. See Item 6. We believe that the estimated amount will be sufficient to cover on-going expenses in excess of your revenues for the first 3 months of operation. This amount is an estimate, and it does not include any debt service payments or any salary draws for you. We cannot guarantee that you will not have additional expenses starting your business. Your actual costs will depend on factors such as your management skill, experience and business acumen, economic conditions, the local market for your business, the local prevailing wage rate, competition and the performance of your Unit. We relied on our experience since 2016 in estimating your needs for additional funds.

Note 18: Truck or Trailer Purchase. If you do not own a food truck or trailer that meets our requirements, you will need to purchase one. These estimates are for a basic truck or trailer without specialized equipment.

Note 19: Truck or Trailer Build-Out. You must comply with our System Standards and applicable laws and regulations regarding the design and equipping of your food truck or trailer with food storage, handling and preparation equipment and other equipment, fixtures and décor.

Note 20: Vehicle Signage. The estimates are for the vehicle signs, wraps and/or decals that we currently require.

Note 21: Vehicle Licenses and Permits. In addition to the licenses and permits described in Note 11, you will need to obtain licenses and permits relating to the food truck or trailer, including, as applicable, commercial vehicle registration, commercial driver's license, etc.

Note 22: Commercial Kitchen Rental. If you are in a jurisdiction that requires a commercial kitchen or commissary and if do not have access to a commercial kitchen or commissary sufficient to meet legal requirements and our System Standards, you will need to rent time in a commercial kitchen.

Note 23: Truck or Trailer Storage. You may need to rent adequate space for storage of your food truck or trailer when not in use.

Note 24: Truck or Trailer Fuel and Maintenance. The estimates are for a new food truck or trailer operating 5 to 6 days per week, and traveling from 0 to 30 miles per day.

The table in this item estimates the major initial expense categories involved in establishing a Unit in accordance with our current plans and specifications. ACTUAL EXPENSES WILL VARY AMONG FRANCHISEES. CAREFUL FINANCIAL PLANNING IS ESSENTIAL FOR ALL PROSPECTIVE FRANCHISEES. You should consult with a business advisor before making any decision to purchase a franchise.

Neither we nor any affiliate offer direct or indirect financing for any fees or expenses. See Item 10.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Items, Services and Suppliers. Our franchisees must follow our System Standards regarding approved items, services and suppliers.

Purchases Per Specifications. To ensure uniformity and quality in all Units, you must purchase all furnishings, fixtures, equipment, computer, POS and communications equipment and services, signs, ingredients, inventory, supplies, marketing materials and most other items used in or sold through your Unit according to our written specifications. You must also purchase certain services used in the establishment and operation of the Unit according to our written specifications. These specifications may include minimum standards for quality, performance, design, appearance, delivery, and other restrictions as we periodically determine. These specifications are contained in the Manual or will otherwise be communicated to you. We may periodically change these specifications, by notice communicated to you or through changes to the Manual. You may incur expenses or increased costs to comply with these changes. See Item 11 for additional information on computer and communications equipment and services.

Purchases from Approved Suppliers. You must purchase or lease certain items and services only from suppliers that we have approved in writing. Items in this category include: ingredients and paper goods. A complete list of these items and services, and the approved suppliers for each, is contained in the Manual or will otherwise be provided to you in writing. Our approved suppliers have demonstrated to our satisfaction that they have the ability to meet our standards and specifications for the relevant items and services, that they possess adequate quality controls, and that they have the capacity to supply your needs promptly and reliably. We have the right to change the list of approved suppliers, and you must promptly change suppliers if we require. Approved suppliers may make payments to us on account of transactions with our franchisees. We may have these types of agreements with suppliers in the future providing for payments to us on account of transactions with our franchisees. Currently, there are no approved suppliers that pay us or our affiliates any rebate as a result of products purchased by us or our franchisees.

Purchases from Us or Affiliates. We or our affiliates are approved suppliers of certain items (including cups, bowls, stickers and uniforms) for our franchisees. Otherwise, we

and our affiliates are not currently approved suppliers for any of the items or services used in the establishment and operation of the Unit. Our officers do not own an interest (direct or indirect) in any approved supplier (other than us and our affiliates). We or our affiliates may become approved suppliers or the sole approved supplier of certain items or services in the future. We and our affiliates may derive revenue from the sale of items or services to you. However, we expect that if we and our affiliates will offer items and services to you, the sale price will be at or below market price. In our last fiscal year (2024), we received revenues of \$8,433 as a result of sales by us to our franchisees (representing 33% of our total annual revenues of \$25,352). In our last fiscal year (2024), our affiliate, Fortissima Enterprises, LLC, received revenues of \$0 as a result of sales by it to our franchisees.

We may attempt to negotiate purchase arrangements from approved suppliers for the benefit of our franchisees and corporate Units, based upon the combined buying power of our franchise network. These discounts, when obtained, may result in lower prices for the items being purchased or other benefits such as reduced prices for warehousing, delivery and other services. In order for our franchisees to obtain volume discounts and other benefits, you may be required to purchase items from suppliers with whom we have negotiated purchase arrangements. We do not currently have purchasing or distribution cooperatives, but may have in the future.

Failure to purchase required items and services from approved suppliers may be a material default under the Franchise Agreement. We consider a variety of factors when determining whether to renew or grant additional franchises. Among the factors we consider is compliance with the requirements described in this Item 8. Otherwise, we do not provide material benefits to you for your use of designated or approved suppliers.

Approval Process

If you desire to use or offer additional items or services that we have not approved, or you desire to purchase approved items and services from a supplier that we have not approved, you must first obtain our written consent. We do not have any formal policies or procedures for approving new items, services or suppliers, or for revoking approval. We may require you to provide us with photographs, drawings, specifications, samples or any additional materials or information we desire to evaluate your request. You must pay for our reasonable expenses in evaluating your request. We will notify you of our approval or disapproval of any new item, service or supplier requested by you (typically within 30 days after we have received all of the relevant information we requested). We may withhold approval of any item, service or supplier, as we determine in our discretion. We can revoke approval of an approved item, service, or supplier at any time in our sole discretion, and we will notify you of any revocation of approval.

Cost Allocation

The cost of purchasing items or services from us or our affiliates could represent 2% to 3% of your total purchases in connection with establishment of a Unit, and about 1% to

2% of your total purchases in connection with the ongoing operation of the Unit. We estimate that the cost of purchasing items and services from approved suppliers (other than us or our affiliates) will represent 50% to 60% of your total purchases in establishing your Unit, and about 40% to 50% of your total purchases in the continuing operation of the Unit. We estimate that the cost of purchasing items and services in accordance with our specifications where no approved suppliers have been identified will represent approximately 41% to 69% of your total purchases in establishing your Unit and 30% to 35% of your total purchases in the continuing operation of the Unit.

Insurance Requirements

You must maintain in force at your expense the insurance coverage we require. See Item 7. An insurance carrier meeting the criteria we may establish from time to time must issue all insurance policies, except workers compensation insurance. All liability insurance policies must name us and any subsidiaries and affiliates that we designate, as additional insured and provide us with 30 days' prior written notice of termination, expiration, cancellation or modification of any policy. The terms and conditions of all policies, including the amount of any deductibles, will be consistent with the requirements we prescribe. We may also reasonably increase the minimum liability requirements annually and modify the insurance requirements. You must provide us annually with satisfactory evidence of the renewal or extension of each insurance policy or any modifications to any insurance policy that must describe the applicable deductibles for each policy. See FDD Item 7 Note 10.

If you fail to carry any insurance coverage we require or to furnish satisfactory evidence of the insurance, we may obtain insurance coverage for you and you must promptly sign any documents required and pay to us on demand amounts we incur. Your obligation to maintain the required insurance is not limited by insurance we maintain.

Cooperatives

We do not have any right to require you to participate in any purchasing or distribution cooperatives.

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 disclosure document.

Obligation	Section in Agreement	Item in Disclosure Document
(a) Site selection, acquisition / lease	4.01, 4.02	Item 7 & 11

Obligation	Section in Agreement	Item in Disclosure Document
(b) Pre-opening purchases / leases	4.03, 4.04, 4.05, 4.06	Item 6, 7 & 8
(c) Site development and other pre-opening requirements	4.03	Item 6, 7 & 11
(d) Initial and on-going training	6.02 – 6.05	Item 5, 6, 7, 11 & 15
(e) Opening	4.07	Item 11
(f) Fees	8	Item 5, 6 and 7
(g) Compliance with standards and policies and operations manual	2.02(a), 5.01, 9	Item 8, 11, 14 & 16
(h) Trademarks and proprietary information	10, 11	Item 13 & 14
(i) Restrictions on products / services offered	5.11	Item 8 & 16
(j) Warranty and customer service requirements	5.05, 5.09	Item 8
(k) Territorial development / quotas	5.23	Item 12
(l) On-going product / service purchases	5.10	Item 8
(m) Maintenance, appearance and remodeling requirements	5.06, 5.07	Item 7 & 17
(n) Insurance	14.01, 14.02	Item 6, 7 & 8
(o) Advertisements	5.13, 5.15	Item 6, 7 & 11
(p) Indemnification	14.04, 14.05	Item 6
(q) Owners participation / management / staffing	6.01, 6.05	Item 15
(r) Records / reports	8.10 – 8.15	Item 6 & 11
(s) Inspections / audit	12	Item 6
(t) Transfer	15	Item 6 & 17
(u) Renewal	3.02, 3.03	Item 6 & 17
(v) Post-termination obligations	17	Item 17
(w) Non-compete covenant	5.21, 17.08	Item 17
(x) Dispute resolution	18	Item 17

ITEM 10 **FINANCING**

We do not offer direct or indirect financing. We do not guarantee your notes, leases or any other obligations.

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

Except as listed below, we are not required to provide you with any assistance.
(Section numbers refer to the Franchise Agreement.)

Pre-Opening Obligations

We will provide the following assistance and services before you open your Unit:

Restaurant and Walk-Up/Drive-Through Units Only

1. We will review and approve or disapprove your selected location. (Sections 4.01 & 7.01)
2. If you request, we will send a representative to assist you in identifying and selecting a site for your Unit and/or negotiating the terms of a lease or purchase, at your expense (including paying our standard Assistance Fee). (Section 7.01)
3. We will review and approve or disapprove the lease for your selected location. (Section 7.02)

All Units

4. We will license you to use our Marks and System in connection with your Unit. (Section 2.01)
5. We will designate your Territory. (Sections 2.01 & 2.02(c))
6. We will loan you 1 copy of the Manual. (Section 7.04)
7. We will provide an initial training program to you and your approved managers at the same training program. (Section 7.08)
8. We will provide you with our specifications for your Unit. If you will need to deviate from our standard Unit layout plans and specifications because of space requirements, landlord restrictions or local law, we will consider your proposed plans and specifications Unit, and, if they are acceptable to us in our discretion, we will approve them. (Section 7.03)
9. We will provide you with our list of approved inventory, supplies, furnishings, fixtures, equipment, décor and signs, and we will provide you with the assistance and consultation we deem advisable regarding these items. (Sections 7.05 & 7.06)

10. We will provide you with standard lists of any authorized suppliers of any of these items. (Sections 7.05 & 7.06)

Continuing Obligations

During your operation of the Unit, we must provide the following assistance and services:

1. We will provide you with reasonable assistance and consultation regarding operation of your Unit. (Section 7.11)
2. If will collect Marketing Fees, we will conduct advertising, marketing and promotion for the benefit of the franchise system (Section 7.14)
3. We or our affiliate will sponsor and maintain the official Yumberry BowlSM web site, and will cause your Unit to be listed on this site so long as you are in good standing. (Section 7.15)
4. We will provide you with suggested prices, and/or with maximum authorized prices for your menu items, if allowed by applicable law. (Section 7.17)
5. We will review any request for approval of additional items, services or suppliers, and we will notify you of our decision. (Section 7.18)

The remainder of Item 11 describes some of these obligations in more detail. It also describes some of the other assistance we may provide to you.

Site Selection (Restaurant Units and Walk-Up/Drive-Through Units Only)

The Franchise Agreement grants a franchise for a single specific location. We will provide you with our general site selection criteria. You are responsible for selecting and acquiring a site for your Unit which meets our site selection criteria. You may not lease or purchase a site for your Unit until after we have approved the site in writing. The factors we consider in approving sites include location, size, suitability, layout, access and visibility of the proposed location; location and nature of any competitors, population density, vehicle traffic, pedestrian traffic, existing tenant mix, parking convenience, and other factors that may be relevant to your market. The same site selection criteria will generally be applicable to all System franchisees. (Section 7.01)

Our approval of a site or provision of criteria regarding the site does not constitute a representation or warranty as to the suitability of the site for a Unit or for any other purpose. It only indicates that we believe that the site falls within our minimum site selection criteria. There are no deadlines for our approval or disapproval of your proposed site, although we will typically be able to respond within 2 weeks after you submit to us all of the required information. Once we have approved your location, the Franchise

Agreement will automatically be amended to show the specific location as the only location where you are authorized to operate the Unit. If you and we are not able to reach agreement on an Approved Location within 6 months after the effective date of the Franchise Agreement, we have the option to terminate the Franchise Agreement. (Section 7.01)

Before you lease an approved site for your Unit, you must obtain our written approval of your lease. Your lease must meet our lease approval criteria, including certain mandatory lease provisions that we require for our protection. (Sections 7.01 & 7.02)

Opening

You must open the Unit and begin business within 12 months after you sign the Franchise Agreement. The typical time between signing the Franchise Agreement and opening the Unit is 3 to 6 months. Factors that affect this length of time include: securing any necessary financing; selecting a site and negotiating a lease (for a restaurant Unit or walk-up/drive-through Unit); obtaining necessary permits; delivery of equipment, inventory and supplies; completing build-out, equipping and decorating the Unit; completing our initial training program; and hiring and training initial managers and staff. (Section 4.07)

Manual

We will loan you 1 copy of our Manual which contains mandatory and suggested specifications, standards, and operating procedures applicable to the Franchised Business. The Manual is confidential and remains our property. The table of contents for the Manual is attached as *Exhibit E*, from which you can determine the number of pages devoted to each topic, and the total number of pages. (Section 7.04)

Training

Initial Training Program. You or your owners must complete the online initial training program to our satisfaction at least 7 days before your scheduled opening date. We will provide an on-site initial training program for you and your approved managers on mutually convenient dates, typically on the day before your scheduled opening date, and in connection with opening support on your opening date. You and your managers are required to attend and successfully complete this training program to our satisfaction. If you and your managers fail to successfully complete the training program to our satisfaction, we may terminate the Franchise Agreement. (Sections 6.02 & 7.08)

There is no training fee for the initial training program for you and your managers who attend the same initial training program. Additional approved persons may attend the same initial training program if we consent in writing. We may charge training fees for any additional persons who attend the initial training program (currently \$400 per person per day). You will also pay us for the reasonable travel, transportation, lodging and meal expenses incurred by our trainers in connection with the initial training program at your Unit. You will also be responsible for any expenses that you incur during the initial training

program, such as for ingredients, supplies and your employees' wages. (Sections 6.02 & 7.08)

You must adequately train any successor general manager you later employ so that the training is completed before or immediately after your successor manager assumes management responsibilities. We will notify you if we determine that the training you provided to a successor general manager is inadequate. In that case, your successor general manager must satisfactorily complete the initial training program we require promptly after we notify you. We may charge a training fee for any successor manager who attends the initial training program. All expenses incurred in initial training for your successor managers will be your responsibility, including the cost of travel, transportation, meals, lodging, incidental expenses, and any wages. You must also pay for the reasonable travel, transportation, lodging and meal expenses we incur for any part of the initial training program for your successor managers that we provide at your Unit. (Sections 6.03 & 7.08)

Our initial training program is offered periodically as we determine, and consists of approximately 6 hours of training on the day before your Unit first opens for business, and approximately 1 day of training and opening support on your opening day. The initial training program covers orientation to the topics shown in the chart below. The instruction materials include portions of our Manual, handouts and media presentations. You or your owners must also successfully complete an online training program which takes about an hour to complete. (Sections 6.02 & 7.08)

Our training program is under the direction of Julie Lockman and Joanna Lockman. Julie Lockman is a co-founder of the Yumberry BowlSM concept and franchise system, and has been our President and CEO since our formation in 2016. Joanna Monnet is a co-founder of the Yumberry BowlSM concept and franchise system, and has been our Manager / Field Development Director since January 2017, and she has been one of the managers of the Yumberry BowlSM location in Grants Pass, Oregon since February 2016.

The hours shown below include approximate time for 1 trainee.

TRAINING PROGRAM			
SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Orientation to Yumberry Bowl	0.5	0	Your location
Objectives of Yumberry Bowl	0.5	0	Your location
Operations	0	0.5	Your location
Sales/POS	0	0.5	Your location
The System	0	2	Your location

TRAINING PROGRAM			
SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Mock Shift and Soft Opening	1	2	Your location
Opening Day	0	8	Your location
Total	1	13	

Additional Training Programs. You and/or your manager also may attend optional additional or refresher training programs that we may offer, and must attend all mandatory additional or refresher training programs that we may offer. We will provide instructors, and training materials for these programs (if any), and we may charge a training fee for this training. You will be responsible for all expenses for travel, transportation, meals, lodging and wages you or your manager incur in attending these programs. (Section 6.04)

Marketing

Marketing Programs. If we begin collecting Marketing Fees from our franchisees, we or our affiliate will implement advertising, publicity, public relations, promotion, and/or market research activities ("Marketing Programs") to promote public awareness and patronage of Franchised Businesses. Each of our franchisees must participate in the Marketing Programs we may implement. (Section 5.13 & 7.14)

If implemented, we will have sole discretion over all aspects of the Marketing Programs, including the materials and media used and their placement and allocation. We may engage in national, regional and/or local advertising, which may be primarily disseminated via television, radio, newspapers, consumer magazines, directories, Internet, and/or other collateral materials. We may primarily utilize national and/or regional agencies to create and place the advertisements, with the participation and supervision of our in-house staff. We may also engage in other types of national, regional and local Marketing Programs. (Sections 5.13 & 7.14)

If implemented, funding for the Marketing Programs will come from the Marketing Fees we will collect from our franchisees and deposit into the Marketing Fund, net of taxes. See Item 6. Each franchisee will contribute to the Marketing Fund at the same rate as all other franchisees. Units owned and operated by us or our affiliates are not required to contribute to the Marketing Fund on the same basis as our franchisees. We and our affiliates are not obligated to contribute money to the Marketing Fund or otherwise supplement the Marketing Fees. We and our affiliates and approved suppliers may periodically contribute funds, services and/or materials to the Marketing Fund or to Marketing Programs. (Sections 5.13 & 7.14)

We or our designee will administer and apply the Marketing Fund. Unaudited financial statements for the Marketing Fund will be prepared each year, and will be available to franchisees upon request. Any monies which remain in the Marketing Fund at the end of a year will be carried over for use in the following year. The Marketing Fund may be used to compensate us (or our affiliates) for any administrative or other services provided to any Marketing Program and for our out-of-pocket costs. In particular, the salaries of in-house advertising personnel may be paid by the Marketing Fund. The Marketing Fund will not be used primarily for the solicitation or sales of franchises; however, Marketing Programs and materials may state that franchise opportunities are available. We may terminate any Marketing Program at our discretion. The Marketing Programs as a whole, however, will not be terminated until all money in the Marketing Fund has been spent for the purposes described above or refunded, at our discretion. (Sections 5.13 & 7.14)

We and our designee do not have to conduct any portion of the Marketing Program in any particular territory. We and our designee are not obligated, in administering the Marketing Program, to ensure that any particular franchisee benefits directly or pro rata from the Marketing Program. In our last fiscal year (2024), the Marketing Fees were expended as follows: production 0%, media placement 0%, administrative 0%; and other 0% (because we did not collect any marketing fees before or during 2024). (Section 7.14)

Local Marketing. We require you to pay for boosted Facebook ads on a monthly basis in your Territory. Additionally, in order to provide your Unit with the best chance of success, we suggest that you conduct your own regular local advertising, publicity, public relations, promotional and other marketing programs. All materials you use in your local marketing efforts that we have not provided to you must conform to System Standards, including proper Mark usage, and be approved by us before your use. We may, at our option, offer to provide (either free or at prices that reasonably cover our direct and indirect costs) approved advertising and promotional plans and other materials, which we may develop for use by franchisees in local marketing. We have the right, at any time before or after you begin using any advertising or marketing materials, to prohibit further use, effective immediately upon your receipt of written notice. (Sections 5.13 & 7.14)

We may form or require certain franchisees to form a Marketing Cooperative (“Co-op”) in a region in which Units of more than 1 franchisee are located for the purpose of developing a local or regional cooperative marketing program. If we require you to join a Co-op, then you must: join the Co-op; participate with other franchisees in the Co-op’s marketing programs; and pay fees to the Co-op for your share of the Co-op’s marketing expense. The Co-op will establish the level of fees its members will pay. Your Co-op fees will be based upon the cost of the Co-op’s marketing programs, the number of outlets in the Co-op, and the Co-op’s administrative expenses. These costs will be allocated equally among relevant outlets. We or our designee will be responsible for administering the Co-op. However, we may delegate this responsibility to the members of the Co-Op or to a franchisee committee. The Co-op will operate from written governing documents that the Co-op or we or our designee prepares (at the Co-op’s expense). We or the Co-op’s administrator will prepare an accounting of the operation of the Co-op annually, at the expense of the Co-op, and we or the Co-op’s administrator will make it available to

you upon reasonable request. We reserve the right, at our option, to require and select an independent certified public accountant to prepare, at the expense of the Co-op, an audit for the annual accounting of the operation of the Co-op. We, in our sole discretion, will have the right to change, merge or dissolve the Co-op; however, the Co-op will not be dissolved until all of the money in the Co-op has been spent for advertising and promotional purposes or refunded to its members. (Section 5.13(d))

Computer and Communications Systems

We require you to purchase from approved suppliers, or pursuant to our specifications, certain computer, point-of-sale and communication equipment and services for use in connection with your Unit, including: computer hardware; computer software; POS equipment, Internet equipment and services; and telephone services and equipment. We anticipate that approved suppliers (if any) will offer goods and services for sale to our franchisees at or below market price. We expect the total initial cost of the required computer and communication equipment and services will range from \$800 to \$1,300 depending on Unit type and other factors. See Item 7. Any required computer equipment and POS equipment may be used to: manage customers' orders; total customers' purchases; charge credit cards; provide receipts to customers; monitor Gross Revenues; calculate royalties and other fees; analyze sales trends; manage employment records and reporting; communicate with us; download and print System documents; prepare and submit to us periodic reports; and perform other functions. The type of information or data that may be collected or generated include: the type and amount of items purchased; sales prices; taxes; fees; customer purchasing information; daily totals; and other matters. We may have independent access to certain information and data that you may be required to maintain.

We will have the right at any time to access your information, upload and download data, troubleshoot and perform diagnostic checks, and retrieve whatever data and information we want from your computer and communication system, and you will cooperate with us completely in any of these tasks. This information will become our property.

You must keep your computer, POS and communication equipment and services in good maintenance and repair. We may periodically require you to upgrade or update the required equipment and services during the term of the franchise, and there is no contractual limitation on the frequency or cost of these upgrades or updates. If we require the purchase of additional computer, POS and communication equipment or services, or other equipment and services, we will provide you with reasonable consultation to assist you to comply with our requirements, and we will provide a list of any approved suppliers. You must promptly purchase, install, and implement at your expense, any additions, changes, modifications or substitutions to your computer and communication equipment and services as we may periodically require within the time period we specify. We expect the cost of maintenance, updating, upgrading or support contracts (which are optional) for the computer, POS and communication equipment will be about \$0 to \$100 per year. (Section 5.12)

In view of the anticipated interconnection of computer systems and the necessity that the systems be compatible, strict compliance with our standards and specifications relating to the computer system will be essential. We may require that you license from us proprietary computer software that we or our affiliate may develop for use in the Unit, and, if so, we will require you to execute a software license agreement as we specify. You will not install or permit the installation of any unauthorized software on your computer equipment, without our prior express written consent. You will use your computer system only in connection with the Franchised Business and only according to the System Standards. Unless we agree otherwise, you will use only 1 computer at your Unit to connect to, and communicate with, our computer system, and you must maintain all data relating to your Unit on this same computer. If you have any other computers at your Unit, you must give us full access to those computers anytime we request (including if we audit your Franchised Business). (Section 5.12)

Technology Platform

We will give you access to the technology platform that we have adopted for use in the System. This platform facilitates online ordering by your customers, delivery of orders, and gift cards and the loyalty program. You must participate in the loyalty program and accept all valid gift cards. (Section 7.20)

Purchasing

We may offer you optional assistance with purchasing and procuring items or services for use in connection with the Franchised Business. We may require minimum standards for these items and services and we may restrict the brands of these items and services, and/or the suppliers authorized to sell or provide these items and services in order to control quality, provide for consistent service or obtain volume discounts. We will maintain and provide you with a list of approved items and services and/or a list of approved suppliers. We anticipate that approved suppliers will offer items and services for sale to our franchisees at or below market price. (Sections 5.10 & 7.07)

ITEM 12 **TERRITORY**

Restaurant Units and Walk-Up/Drive-Through Units

In the Franchise Agreement, we will grant to you the right to operate a single Unit at a specific location that you select and that we approve, if it meets our site selection criteria (the “Approved Location”). You must operate the Unit only at this Approved Location, and you may not relocate the Unit without our approval. Our approval for relocation is based on the same standards used to approve new Unit sites, as described in Item 11, subject to the rights of other franchisees and company-owned Units.

All Units

You Unit must be located within the geographical territory described in your Franchise Agreement (the "Territory"). Under the Franchise Agreement, you will receive the right to operate a Unit within the Territory, and we reserve certain territorial rights for ourselves. During the term of the Franchise Agreement, neither we nor any affiliate will establish or operate, or franchise or license any entity to establish or operate, a Yumberry BowlSM unit using the Marks and System at any location within the Territory, subject to our reserved rights.

The scope of the Territory will likely differ among franchisees, and will be determined by population density and demographics, geographical and political boundaries, the competitive situation, and other relevant factors. As a general rule, the Territory for a Unit will include approximately 50,000 persons. However, this area may be smaller if your Unit is located in an area with a high population density or if your location has a "captured" market such as a shopping mall, airport, school campus, or the like.

You have no right to offer or sell items or services other than at the Unit. You may not offer or sell items or services by use of the internet (without our prior written consent), or by mail order catalog, telemarketing, or other non-Unit based means. We reserve all rights, on behalf of ourselves and our affiliates, to use the Marks and System, including the following rights, in any manner and on any terms and conditions we deem advisable, and without granting you any rights, accommodation or compensation: (a) to own, acquire, establish and/or operate, and license others to establish and operate, businesses using the Marks and System outside the Territory, even if these businesses are in competition with you, and even if there may be material negative impact to your business; (b) to own, acquire, establish and/or operate, and license others to establish and operate, businesses under other proprietary marks or other systems, at any location within or outside the Territory, even if these businesses are in competition with you, and even if there may be material negative impact to your business; (c) to use the Marks and System within the Territory at franchise expos, home shows, investment trade fairs, and similar exhibitions for the purpose of marketing franchises and the franchise system; (d) to sell or distribute, at retail or wholesale or otherwise, directly or indirectly, or license others to sell or distribute, any items or services which bear any proprietary marks, including the Marks, within or outside the Territory through alternative distribution methods, including through independent retail outlets, catalogs, mail order and through electronic media, including television, radio, the "internet" and through other new or emerging commercial technological media; and (e) to acquire, or be acquired by, any competing system, including a competing system that has one or more units within your Territory. We will not provide any compensation to you on account of any sales or orders solicited or accepted in your Territory which fall within any of the rights we retain for ourselves and affiliates and licensees.

Marketing Restrictions

The territorial restrictions described in this Item also apply to local marketing. Except as specifically permitted by our System Standards, you will not engage in any marketing outside of the Territory. You will not use television, radio or Internet advertising unless you have our prior approval and unless it is in full compliance with our System Standards.

Additional Territory

The Franchise Agreement does not provide you with any options, rights of first refusal or similar rights to acquire additional franchises within the Territory or contiguous areas.

Other Disclosures

If we have the right to terminate the Franchise Agreement, we may, in our discretion, elect not to terminate the Franchise Agreement and, instead to limit or revoke your territorial protections. Otherwise, continuation of the Territory protection is not dependent upon your achievement of a certain sales volume, market penetration, or other contingency. We and our affiliate do not operate or franchise any business under a different trademark or service mark, and we and our affiliate have no plans to do so.

ITEM 13 **TRADEMARKS**

The Franchise Agreement grants you the right to operate the Franchised Business under the trade name “Yumberry Bowl,” and to use the other Marks during the term of the Franchise Agreement, only in the manner we authorize, and only in connection with the Franchised Business. We may require or permit you to use other marks that we include as part of the System in the future, in our sole discretion.

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have as many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

There are currently no effective determinations of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of this state or any court; no pending infringement, opposition or cancellation; and no pending material litigation involving the principal trademark. We are not aware of any unrelated businesses using the name “Yumberry Bowl.” There are no other infringing uses of the Marks actually known to us that could materially affect your use of the Marks in this state or elsewhere.

You must follow our rules regarding use of the Marks. Any display of the Marks must give notice of Marks registration or claims by use of the symbols “®,” “TM” or “SM” as required

in the Manual. Marks may be used only in connection with the Franchised Business, and may not be used in your corporate name or legal name, or as part of a domain name or in any other manner in connection with any commerce on the Internet or similar media. Marks may not be used in connection with any unauthorized product or service, or in any manner not expressly authorized by the Franchise Agreement or System Standards.

You must immediately notify us in writing if you learn of any attempt by any person to infringe the Marks or to wrongfully appropriate the System or any part of it. We may, in our sole discretion, take whatever action we deem appropriate to protect or defend the Marks or System, but we are not obligated to take any action whatsoever. You must fully cooperate with us in any action anticipated by or taken by or on behalf of us regarding the Marks or System. It may become necessary, in our sole discretion, to change, totally or in part, the Marks, as a result of litigation or otherwise. In that event, you will immediately adopt the new or revised Marks, and our maximum liability, including for any purported goodwill, will be to reimburse you for the actual out-of-pocket costs of changing the principal signs identifying the business premises. Except as disclosed in this paragraph, the Franchise Agreement does not specify: (a) whether we or you have the right to control any administrative proceedings or litigation involving the Marks; or (b) whether we must participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a Mark.

Any use of the Marks not authorized by the Franchise Agreement provisions will be deemed an infringement. You will have no right to license others to use the Marks.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any right in or to any patents that are material to the Franchised Business. There are no pending patent applications material to the franchise.

Confidential Information

You must not, during or after the term of the Franchise Agreement communicate, divulge, or use for the benefit of any other person, any non-public trade secrets, proprietary information, technical data, or know how which relate to our business, System, services or products, or to a Franchised Business, we may communicate to you, including the Manual, specialized operating methods, quality-control systems, training materials, recipes and food preparation techniques, and information regarding salary, research, products, services, developments, inventions, processes, techniques, designs, marketing, finances, and field operations. Any information or techniques we designate as confidential must be treated by you as confidential. You may divulge confidential information only to those employees of yours who must have access to it in order to fulfill their employment obligations, or if disclosure is required to comply with an order of a court or arbitrator. You cannot, without our prior written consent, copy, duplicate, record or otherwise reproduce any confidential materials or information, in whole or in part, or

otherwise make them available to any unauthorized person. You will have each manager and other employee who has access to our confidential information sign a Confidentiality and Nondisclosure Agreement in the form attached to the Franchise Agreement (*Exhibit C*).

Manual

You must treat the Manual, any other manuals created for or approved for use in the operation of the Franchised Business, and the information contained in them as confidential, and use all reasonable efforts to maintain the information as secret and confidential. You may not at any time, without our prior written consent, copy, duplicate, record, or otherwise reproduce any part of these materials, nor otherwise make them available to any unauthorized person. The Manual will at all times remain our sole property. We may periodically revise the contents of the Manual, and you must comply with each new or changed standard. You must ensure that your copy of the Manual is kept current, and if there is a dispute about the contents of the Manual, the terms of the master copy as maintained by us at our headquarters will be controlling.

Copyrights

We or our affiliates claim common law copyright protection for all of the marketing materials, training materials, Manual, business forms, advertisements, uniforms, trade dress, and other works included in the System. Some of these works may not be federally registered. We and our affiliates own all proprietary rights in and to all aspects of the System, including the Manual, marketing materials, training materials, and any other proprietary materials we may develop. Some of these items are described in Item 11.

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

During the term of the Franchise Agreement, you or your manager must devote full time, energy, attention, and best efforts to the active management and operation of the Unit. You and your officers, directors, owners and managers may not participate in any other business, without our prior express written consent. We do not otherwise require your direct, on-site supervision of the Unit, but we do recommend this kind of supervision. Regardless whether you have a manager, you will have the ultimate authority and responsibility with respect to the operation and management of the Franchised Business.

You and your manager must attend and successfully complete our initial training program, as described in Item 11. We also require your manager and other employees to sign a Confidentiality and Nondisclosure Agreement, as described in Item 14.

If you are an entity, each of your owners (and any individual who is an owner of an entity which owns any interest in you) must personally guaranty the payment and performance

of your obligations under Franchise Agreement by signing and delivering to us the Owners Agreement in the form attached to the Franchise Agreement (*Exhibit C*).

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must use the Unit premises or the food truck or trailer Unit (as applicable) solely for the operation of the Franchised Business, must keep the Unit open and in normal operation for the minimum hours and/or days as provided in the Franchise Agreement or System Standards (or as we otherwise periodically specify in writing), and must refrain from using or permitting the use of the Unit premises or the food truck or trailer Unit for any other purpose or activity at any time without obtaining our prior written consent.

You are restricted with respect to the items and services you may offer. The only items and services you are permitted to offer are described in the Manual. You may not offer any other items or engage in any other services.

To ensure that the highest degree of quality and service is maintained, you must operate the Franchised Business and your Unit in strict conformity with the methods, standards and specifications we require in the Manual or otherwise in writing, as periodically amended. You must offer and provide all of the authorized items and services which we require, and in the manner, style and name we require, unless you have our prior express written consent. You must offer and provide only the items and services that we expressly approve for sale in writing, and you must discontinue selling and offering any item or service which we, in our discretion, disapprove in writing at any time.

Except as described in Item 12 and this Item, you are not limited as to the customers to whom you may offer or provide the authorized services. We have the right to change the types of authorized items and services offered and provided by our franchisees, and there are no limits on our right to make these changes.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP		
Provision	Section in Franchise Agreement	Summary
(a) Length of the franchise term	3.01	5 years

THE FRANCHISE RELATIONSHIP		
Provision	Section in Franchise Agreement	Summary
(b) Renewal or extension of the term	3.02	5-year renewal if you meet certain conditions
(c) Requirements for franchisee to renew or extend	3.03	Full compliance, pay renewal fee, sign then-current form of franchise agreement, maintain possession of restaurant Unit location or food truck or trailer Unit, complete refurbishing, and others. The new agreement may have materially different terms than those contained in your original contract.
(d) Termination by franchisee	16.06	If we fail to timely cure a material breach
(e) Termination by franchisor without cause	None	No right to terminate without cause
(f) Termination by franchisor with cause	16.01, 16.02, 16.03	If you default, or certain events occur (such as your bankruptcy)
(g) Cause defined – curable defaults	16.02, 16.03	10 days to cure non-payment, lapse of insurance, and others. 30 days for other curable defaults.
(h) Cause defined – non-curable defaults	16.01	Bankruptcy; assignment for benefit of creditors; abandonment; repeated defaults; and others.
(i) Franchisee’s obligations on termination / nonrenewable	17	Not compete; stop using System and Marks; de-identify; pay amounts owed; and others.
(j) Assignment of contract by franchisor	15.01	No restriction on our right to assign
(k) Transfer by franchisee – defined	15.02	Transfer of interest in the Franchise Agreement, your Unit, your assets, your ownership interest, you and others
(l) Franchisor approval of transfer by franchisee	15.02	We have right to approve any proposed transfer
(m) Conditions for franchisor approval of transfer	15.03, 15.04	Written notice, transferee qualifications, no default, payment of transfer fee, sign general release, execute new franchise agreement, refurbish Unit, and others
(n) Franchisor’s right of first refusal to acquire franchisee’s business	15.05	We can match any offer
(o) Franchisor’s option to purchase franchisee’s business	17.10, 17.11	Upon expiration or termination, we can buy all or part of your assets and/or assume your lease
(p) Death or disability of franchisee	15.07	We have the right to purchase, or, we may terminate unless you timely transfer to an approved transferee.

THE FRANCHISE RELATIONSHIP		
Provision	Section in Franchise Agreement	Summary
(q) Non-competition covenants during the term of the franchise	5.21	Prohibitions on involvement in any similar business
(r) Non-competition covenants after the franchise is terminated or expires	17.08	Prohibitions on diverting business to competitors, involvement in any competing business, soliciting employees (subject to state law)
(s) Modification of the agreement	19.02	We may modify the System and Manual -- no modification of agreements unless in writing and signed (with exceptions)
(t) Integration / merger clause	19.02	Only the terms of the Franchise Agreement are binding (subject to state law). Any promises outside the disclosure document and Franchise Agreement may not be enforceable.
(u) Dispute resolution by arbitration or mediation	18	Binding arbitration for most disputes
(v) Choice of forum	18.03, 18.05	Our principal place of business, currently Grants Pass, Oregon (subject to state law)
(w) Choice of law	19.04	Oregon law (subject to state law)

Applicable state law may require additional disclosures related to the information in this disclosure document. These additional disclosures, if any, appear in an addendum. See *Exhibit A*.

ITEM 18 **PUBLIC FIGURES**

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

ITEM 19 **FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 maybe 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.

YUMBERRY BOWL -- GRANTS PASS OR 2024 ACTUAL ANNUAL GROSS REVENUES
\$473,496

Explanatory Notes to Summary:

1. Source of Gross Revenue Information. The gross revenue data presented in this table are based on actual gross revenues of our affiliate, Fortissima Enterprises LLC ("FELLC"), during its last fiscal year, from its Grants Pass, Oregon Yumberry BowlSM walk-up/drive-through restaurant.

FELLC owns and operates the same type of business as our franchisees. During 2024, we did not have any franchisees or franchised units in operation for the full year. As a result, we do not have sufficient reliable information during the applicable time period to be able to present franchisee gross revenues. (Although our Utah franchisee first opened in 2023, that unit closes each year for the local off-season from about October to May. Our Oregon franchisees were open for less than 12 months in 2024.)

2. Expense Information. The financial performance representation figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenues or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Franchised Business. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information.

3. Franchise Fees. In addition to expenses, you will incur ongoing royalty fees, marketing fees and technology fees, as described in Item 6.

4. Operating Experience. FELLC has been engaged in the same business since 2016. Its owners and founders, who are also our owners and founders, developed the business model and have obtained substantial operating experience and efficiency. A new Franchised Business may experience a start-up period before achieving stabilized revenues.

5. Location. FELLC operates from the Yumberry BowlSM restaurant in Grants Pass, Oregon. The location you choose for your Unit could impact your revenues.

6. Basis and Substantiation. Some outlets have sold this amount. Your individual results may differ. There is no assurance that you will sell as much. Written substantiation for the financial performance representation will be made available upon reasonable request.

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial

performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our president, Julie Lockman, 136 NE Steiger Street, Grants Pass, Oregon 97526, phone 541-218-9977, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Information concerning Units operated by franchisees, our affiliates or us during the past 3 fiscal years is set forth below. States not listed in any table had no Units during the 3-year period.

<p style="text-align: center;"><i>Table No. 1</i></p> <p style="text-align: center;">SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2022 TO 2024</p>				
COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2022	1	3	+2
	2023	3	3	0
	2024	3	3	0
Company-Owned	2022	1	1	0
	2023	1	1	0
	2024	1	1	0
Total Outlets	2022	2	4	+2
	2023	4	4	0
	2024	4	4	0

The company-owned business reflected in Table 1 is actually owned and operated by our affiliate, Fortissima Enterprises, LLC.

Table No. 2 TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2020 TO 2022		
COLUMN 1	COLUMN 2	COLUMN 3
STATE	YEAR	NUMBER OF TRANSFERS
OR	2022	0
	2023	0
	2024	2
Total	2022	0
	2023	0
	2024	2

Notes: The same Oregon unit was transferred twice in 2024. The first transfer occurred due to the franchise owners' divorce. The second transfer occurred when the new owner, who was in her 70s, had some health issues.

Table No. 3 STATUS OF FRANCHISED OUTLETS FOR YEARS 2022 TO 2024								
COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6	COL. 7	COL. 8	COL. 9
STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMIN- ATIONS	NON- RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS OTHER REASONS	OUTLETS AT END OF THE YEAR
OR	2022	1	2	0	0	0	0	3
	2023	3	0	0	0	0	1	2
	2024	2	1	0	0	0	0	3
UT	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Totals	2022	1	2	0	0	0	0	3
	2023	3	1	0	0	0	1	3
	2024	3	1	0	0	0	0	4

Notes: The franchise closure in 2023 was due to owners' decision to retire and move out of the US. The same territory was then sold to a new franchisee in 2023, who opened in 2024.

Table No. 4 STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2022 TO 2024							
COL. 1 STATE	COL. 2 YEAR	COL. 3 OUTLETS AT START OF THE YEAR	COL. 4 OUTLETS OPENED	COL. 5 OUTLETS REACQUIRED FROM FRANCHISEE	COL. 6 OUTLETS CLOSED	COL. 7 OUTLETS SOLD TO FRANCHISEE	COL. 8 OUTLETS AT END OF THE YEAR
OR	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Totals	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1

The company-owned business reflected in Table 4 is actually owned and operated by our affiliate, Fortissima Enterprises, LLC.

Table No. 5 PROJECTED OPENINGS AS OF DECEMBER 31, 2024			
COLUMN 1 STATE	COLUMN 2 FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED	COLUMN 3 PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT FISCAL YEAR	COLUMN 4 PROJECTED NEW COMPANY-OWNED OUTLETS IN THE NEXT FISCAL YEAR
CA	1	1	0
NC	0	1	0
OR	0	1	0
TX	0	1	0
UT	0	2	0
Total	1	6	0

Except as listed below, there are no franchisees who have had an agreement terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during our last fiscal year, or who have not communicated with us within 10 weeks of the date of this disclosure document.

Joe and Ana Burrell (2024 transferred to new owner)
Burrell Enterprises LLC
Address: not known
Phone: 541-813-1633

Robin Ridgley (2024 transferred to new owner)
Address: not known
Phone: 707-951-7318

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Our franchisees as of the end of our last fiscal year are listed in *Exhibit F*.

No current or former franchisee has signed any confidentiality clauses with us that restricts the current or former franchisee from discussing his or her personal experience as a franchisee in our franchise system with any prospective franchisee.

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

ITEM 21

FINANCIAL STATEMENTS

Our audited financial statements as of December 31, 2024, December 31, 2023 and December 31, 2012 are attached as *Exhibit G* to this disclosure document. Our fiscal year-end is December 31.

ITEM 22

CONTRACTS

The following sample contracts are included as exhibits to this disclosure document:

1. Franchise Agreement (*Exhibit C*)
Owners Agreement (attached to Franchise Agreement)
Confidentiality and Non-Competition Agreement (attached to Franchise Agreement)
Franchisee Questionnaire (attached to Franchise Agreement)
2. Current Form of General Release (*Exhibit H*)

We do not require you to verbally respond to any questionnaires or similar statements before entering into the Franchise Agreement.

No statement, questionnaire, or acknowledgement 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 any 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.

ITEM 23
RECEIPTS

Two copies of an acknowledgment of your receipt of this disclosure document are included as *Exhibit J*. Please complete both copies of the acknowledgment and return our copy to us. You should retain the other copy for your files.

EXHIBIT A
to Yumberry BowlSM
Franchise Disclosure Document

STATE ADDENDA

Following this page are addenda for the States of Arkansas, California, Connecticut, Georgia, Hawaii, Illinois, Indiana, Iowa, Louisiana, Maryland, Michigan, Minnesota, Missouri, Nebraska, New Jersey, New York, North Carolina, North Dakota, Rhode Island, South Carolina, South Dakota, Virginia, Washington, and Wisconsin.

If you are a resident of one of these states or your proposed Franchised Business location is in one of these states, please read the addendum for the relevant state(s), and the addendum to the Franchise Agreement that may apply to your transaction with us.

ARKANSAS

The following provision supersedes any inconsistent provisions in the disclosure document and applies to all franchises offered and sold in the State of Arkansas:

1. Any provision of the Franchise Agreement that would require you, at the time you enter into the Agreement, to assent to a release, assignment, novation, waiver or estoppel which would relieve any person from liability imposed by the Arkansas Franchise Practices Act is void to the extent that the provision violates this law.

CALIFORNIA

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

The following provisions supersede any inconsistent provisions in the disclosure document and apply to all franchises offered and sold in the State of California:

1. Neither we nor any person identified in Item 2 of this disclosure document are subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a, et seq., suspending or expelling any persons from membership in any of these associations or exchanges.
2. California Business and Professions Code Sections 20000 through 200043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
3. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, et seq.).
4. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
5. The Franchise Agreement requires binding arbitration. The arbitration will occur in Grants Pass, Oregon, with the costs being borne by the unsuccessful party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

6. Any condition, stipulation or provision in the Franchise Agreement which would result in your waiver of compliance with any provision of California Franchise Relations Act is void to the extent that the provision violates this law.

7. To the extent that Section 19.04 of the Franchise Agreement would otherwise violate California law, this section is amended by providing that all litigation by or between you and us, involving a franchised business operating in the State of California, which arises directly or indirectly from the Franchise Agreement will be commenced and maintained in the state courts of California or the United States District Court for California, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

8. The Franchise Agreement requires a franchisee to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporation Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000 – 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

9. California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation prior to a solicitation of a proposed material modification of an existing franchise.

10. The URL address of our web site is www.yumberrybowl.com. OUR WEB SITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEB SITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

11. The Franchise Agreement requires application of the laws of Oregon. This provision may not be enforceable under California law.

12. The Department of Financial Protection and Innovation requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business.

13. The financial performance representation figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenues or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Franchised Business. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information.

CONNECTICUT

DISCLOSURES REQUIRED BY CONNECTICUT LAW:
THE STATE OF CONNECTICUT DOES NOT APPROVE, RECOMMEND, ENDORSE OR SPONSOR ANY BUSINESS OPPORTUNITY. THE INFORMATION CONTAINED IN THIS DISCLOSURE HAS NOT BEEN VERIFIED BY THE STATE. IF YOU HAVE ANY QUESTIONS ABOUT THIS INVESTMENT, SEE AN ATTORNEY BEFORE YOU SIGN A CONTRACT OR AGREEMENT.

The following provisions supersede any inconsistent provisions in the disclosure document and apply to all franchises offered and sold in the State of Connecticut:

1. In compliance with Connecticut law, we state: "If the seller fails to deliver the products, equipment or supplies or fails to render the services necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be canceled."
2. The person who will represent us in offering or selling business opportunities in Connecticut is Julie Lockman. The business address and phone number for Ms. Lockman is shown on the cover page. His employment history is shown in Item 2. There are no felony convictions or pleas, civil actions or injunctive or restrictive orders, or any other matters involving Ms. Lockman required to be disclosed by Section 36b-63(b) of Connecticut's Business Opportunity Investment Act.
3. The following provision shall be added to the Franchise Agreement as Section 19.05:

Agent for Service of Process. Our agent in Connecticut authorized to receive service of process is Connecticut Banking Commissioner, 260 Constitution Plaza, Hartford, Connecticut 06103-1800.

4. None of the persons listed in Items 1 and 2 of the disclosure document: (a) has, at any time during the previous seven fiscal years, been convicted of a felony or pleaded nolo contendere to a felony charge involving fraud, including but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property or restraint of trade; (b) has, at any time during the previous seven fiscal years, been held liable in a civil action resulting in a final judgment or has settled out of court any civil action or is a party to any civil action (i) involving allegations of fraud, including but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property, or restraint of trade, or (ii) which was brought by a present or former purchaser-investor and which involves or involved the business opportunity relationship; (c) is subject to any currently effective state or federal agency or court injunctive or restrictive

order, or is a party to a proceeding currently pending in which this type of order is sought, relating to or affecting business opportunity activities or the seller-purchaser-investor relationship, or involving fraud, including but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property or restraint of trade.

5. None of the persons listed in Items 1 and 2 of the disclosure document at any time during the previous 7 fiscal years have: (a) filed in bankruptcy; (b) been adjudged bankrupt; (c) been reorganized due to insolvency; or (d) been a principal, director, executive officer or partner of any other person that has so filed or was so adjudged or reorganized, during or within one year after the period that the person held the position with the other person.

6. We may reject a prospective franchisee's franchise application for any of the following reasons: (a) the prospective franchisee does not have sufficient business experience, in our opinion; (b) another franchisee already has rights to the market area sought by the prospective franchisee; (c) the prospective franchisee submits incomplete or inaccurate information; or (d) there are other factors or considerations that indicate that the prospective franchisee will not be a "good fit" with our System.

GEORGIA

DISCLOSURES REQUIRED BY GEORGIA LAW:

THE STATE OF GEORGIA HAS NOT REVIEWED AND DOES NOT APPROVE, RECOMMEND, ENDORSE, OR SPONSOR ANY BUSINESS OPPORTUNITY. THE INFORMATION CONTAINED IN THIS DISCLOSURE HAS NOT BEEN VERIFIED BY THE STATE. IF YOU HAVE ANY QUESTIONS ABOUT THIS INVESTMENT, SEE AN ATTORNEY BEFORE YOU SIGN A CONTRACT OR AGREEMENT.

HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR

SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

A. As of the date of this disclosure document, we have not registered or filed a disclosure document in any state, except as shown on *Exhibit I*.

1. The registration or filing of this disclosure document is not pending in any state, except as shown on *Exhibit I* to this disclosure document.

2. No states have refused, by order or otherwise, to register these franchises.

3. No states have revoked or suspended the right to offer these franchises.

4. The proposed registration of these franchises has not been withdrawn in any state.

B. Any provision of the Franchise Agreement that would require you, at the time you enter into the Agreement, to assent to a release, assignment, novation, or waiver which would relieve any person from liability imposed by Hawaii Franchise Investment Law is void to the extent that the provision violates this law.

ILLINOIS

The following provisions supersede any inconsistent provisions in the disclosure document and apply to all franchises offered and sold in the State of Illinois:

1. The fourth paragraph of the receipt attached as *Exhibit J* is amended to read as follows:

IF WE DO NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE ILLINOIS ATTORNEY GENERAL OFFICE, 500 SOUTH SECOND STREET, SPRINGFIELD, ILLINOIS 62706.

2. Item 17 of the disclosure document is amended by adding the following at the beginning of that Item:

NOTICE REQUIRED BY LAW

THE CONDITIONS UNDER WHICH YOUR FRANCHISE CAN BE TERMINATED AND YOUR RIGHTS UPON NON-RENEWAL MAY BE AFFECTED BY ILLINOIS LAW, 815 ILCS 705/19 AND 20.

3. To the extent that Section 19.04 of the Franchise Agreement would otherwise violate Illinois law, this section is amended by providing that all litigation by or between you and us, arising directly or indirectly from the franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

4. The Illinois Franchise Disclosure Act, as amended, applies to this transaction and supersedes any conflicting provisions of the Franchise Agreement or Oregon law.

5. Any provision in the Franchise Agreement that would require you to waive any right granted by the Illinois Franchise Disclosure Act is void to the extent that the provision violates this law.

INDIANA

The following provisions supersede any inconsistent provisions in the disclosure document, and apply to all franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the disclosure document, the Franchise Agreement or Oregon law, if these provisions are in conflict with Indiana law.

2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as including any material breach of the Franchise Agreement, shall supersede the provisions of Section 16 of the Franchise Agreement to the extent that section may be inconsistent with this prohibition.

3. Any provision in the Franchise Agreement which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that the provision violates this law.

4. The following provision shall be added to the Franchise Agreement as Section 19.05:

No Limitation on Litigation. Notwithstanding the foregoing provisions of this Section 19, any provision in the Franchise Agreement which limits in any manner whatsoever litigation

brought for breach of the Agreement shall be void to the extent that the contractual provision violates the Indiana Deceptive Franchise Practices Law.

IOWA

The following provision supersedes any inconsistent provisions in the disclosure document and applies to all franchises offered and sold in the State of Iowa:

1. Any provision in the Franchise Agreement which would result in your waiver of any rights under Iowa Business Opportunity Promotions Law prior to or at the time of your execution of the Franchise Agreement is void to the extent that the provision violates this law.

LOUISIANA

The following provision supersedes any inconsistent provisions in the disclosure document and applies to all franchises offered and sold in the State of Louisiana:

1. Any condition, stipulation or provision in the Franchise Agreement which would result in your waiver of any rights established by Louisiana law is void to the extent that the condition, stipulation or provision violates this law.

MARYLAND

The following provisions supersede any inconsistent provisions in the disclosure document, and apply to all franchises offered and sold in the State of Maryland:

1. Any provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law.
2. Any provision in the Franchise Agreement that would require you, as part of the Franchise Agreement or as a condition of the sale or assignment of the franchise, to assent to a release which would relieve any person from liability imposed under the provisions of the Maryland Franchise Law is void to the extent that the provision violates this law.
3. Any provision in the Franchise Agreement which operates to waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland is void to the extent that the provision violates this law.

MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

1. A prohibition on the right of a franchisee to join an association of franchisees.
2. A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in this Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
3. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure this failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure the failure.
4. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchised business are not subject to compensation. This subsection applies only if (a) the term of the franchise is less than 5 years and (b) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the license.
5. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

- a. The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - b. The fact that the proposed transferee is a competitor of the franchisor.
 - c. The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - d. The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.
8. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of these assets if the franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in Subdivision (c).
9. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual service.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE DEPARTMENT, 670 LAW BLDG., LANSING, MICHIGAN 48913, (517) 373-7117.

MINNESOTA

The following provisions supersede any inconsistent provisions in the disclosure document and apply to all franchises offered and sold in the State of Minnesota:

- 1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes sections 80C.01 to 80C.22 shall be void to the extent that the contractual provision violates this law.

2. Minnesota Statute §80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any Franchise Agreement relating to franchises offered and sold in the State of Minnesota; provided, however, that this paragraph shall not affect the obligation in the Franchise Agreement relating to exclusive arbitration.

3. The following language will appear as Section 19.05 of any Franchise Agreement issued in the State of Minnesota.

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, this Section 19 shall not in any way abrogate or reduce any of your rights as provided for in the Minnesota Statutes, Chapter 80C.

4. Item 17 of this disclosure document is amended by the addition of the following language:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure).

MISSOURI

The following provision supersedes any inconsistent provisions in the disclosure document, and applies to all franchises offered and sold in the State of Missouri:

1. Termination provisions contained in the Franchise Agreement shall afford you 90 days written notice in advance of any termination, except that 90 days notice is not required for termination as a result of your criminal misconduct, fraud, abandonment, bankruptcy, insolvency, or giving a “no account” or “insufficient funds” check to us.

NEBRASKA

The following provisions supersede any inconsistent provisions in the disclosure document and apply to all franchises offered and sold in the State of Nebraska:

1. No release language set forth in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Nebraska.

2. No language set forth in the Franchise Agreement shall operate to restrict the sale of any equity or debenture issue or the transfer of any securities of any franchisee or in any way prevent or attempt to prevent the transfer, sale or issuance of shares of stock or debentures to employees, personnel of the franchisee, or heirs of the principal owner, so long as basic financial requirements of the franchisor are complied with and any sale, transfer or issuance does not have the effect of accomplishing a sale of the franchise.

NEW JERSEY

The following provisions supersede any inconsistent provisions in the disclosure document and apply to all franchises subject to the New Jersey Franchise Practices Act:

1. No release language set forth in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of New Jersey.

2. No language set forth in the Franchise Agreement shall operate to restrict the sale of any equity or debenture issue or the transfer of any securities of a franchise or in any way prevent or attempt to prevent the transfer, sale or issuance of shares of stock or debentures to employees, personnel of the franchisee, or heir of the principal owner, so long as basic financial requirements of the franchisor are complied with, and provided that any sale, transfer or issuance does not have the effect of accomplishing a sale of the franchise.

3. Any term or condition which may directly or indirectly violate the New Jersey Franchise Practices Act is deleted from the disclosure document and the Franchise Agreement.

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 B OR YOUR PUBLIC LIBRARY FOR SOURCES OF 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 THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. 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

WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard 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, which are 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 10-year period 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 Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S.

Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for 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; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

8. 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 upon the franchisee by Article 33 of the General Business Law of the State of New York.

NORTH CAROLINA

DISCLOSURES REQUIRED BY NORTH CAROLINA LAW:
THE STATE OF NORTH CAROLINA HAS NOT REVIEWED AND DOES NOT APPROVE, RECOMMEND, ENDORSE OR SPONSOR ANY BUSINESS OPPORTUNITY. THE INFORMATION CONTAINED IN THIS DISCLOSURE HAS NOT BEEN VERIFIED BY THE STATE. IF YOU HAVE ANY QUESTIONS ABOUT THIS

INVESTMENT, SEE AN ATTORNEY BEFORE YOU SIGN A CONTRACT OR AGREEMENT.

The following provisions supersede any inconsistent provisions in the disclosure document and apply to all franchises offered and sold in the State of North Carolina:

1. In compliance with North Carolina law, we state: "If the Seller fails to deliver the product(s), equipment or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the Seller in writing and demand that the contract be canceled."

2. The following provision shall be added to the Franchise Agreement as Section 19.05:

Agent for Service of Process. Our agent in North Carolina authorized to receive service of process is North Carolina Secretary of State, 2 South Salisbury Street, Old Revenue Complex, Raleigh, North Carolina 27601.

NORTH DAKOTA

The following provisions supersede any inconsistent provisions in the disclosure document and apply to all franchises offered and sold in the State of North Dakota:

1. Covenants not to compete upon termination or expiration of the Franchise Agreement are subject to Section 9-08-06, N.D.C.C., and may be generally unenforceable in the State of North Dakota.

2. To the extent that Section 19.04 of the Franchise Agreement would otherwise violates North Dakota law, this section is amended by providing that all litigation by or between you and us, involving a franchised business operating in the State of North Dakota, shall be commenced and maintained, at our election, in the state courts of North Dakota or the United States District Court for North Dakota, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

3. North Dakota law applies to this transaction and supersedes any conflicting provisions of the Franchise Agreement or Oregon law.

RHODE ISLAND

The following provision supersedes the disclosure document and applies to all franchises offered and sold in the State of Rhode Island:

1. To the extent that Section 19.04 of the Franchise Agreement would otherwise violate Rhode Island law, this section is amended by providing that all litigation by or

between you and us, involving a Franchised Business operating in the State of Rhode Island, shall be commenced and maintained, at our election, in the state courts of Rhode Island or the United States District Court for Rhode Island, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

SOUTH CAROLINA

DISCLOSURES REQUIRED BY SOUTH CAROLINA LAW:

THE STATE OF SOUTH CAROLINA HAS NOT REVIEWED AND DOES NOT APPROVE, RECOMMEND, ENDORSE OR SPONSOR ANY BUSINESS OPPORTUNITY. THE INFORMATION CONTAINED IN THIS DISCLOSURE HAS NOT BEEN VERIFIED BY THE STATE. IF YOU HAVE ANY QUESTIONS ABOUT THIS INVESTMENT, SEE AN ATTORNEY BEFORE YOU SIGN A CONTRACT OR AGREEMENT.

The following provisions supersede any inconsistent provisions in the disclosure document and applies to all franchises offered and sold in the State of South Carolina:

1. In compliance with South Carolina law, we state: "If the Seller fails to deliver the product, equipment or supplies necessary to begin substantial operation of the business within forty five days of the delivery date stated in your contract, you may notify the Seller in writing and demand that the contract be canceled."
2. The following provision shall be added to the Franchise Agreement as Section 19.05:

Agent for Service of Process. Our agent in South Carolina authorized to receive service of process is South Carolina Secretary of State, 1205 Pendleton Street, Suite 525, Columbia, SC 29201.

VIRGINIA

The following provisions supersede any inconsistent provisions in the disclosure document and apply to all franchises offered and sold in the Commonwealth of Virginia:

1. The following statements are added to Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause", as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WASHINGTON

The following provisions supersede any inconsistent provisions in the disclosure document and apply to all franchises offered and sold in the State of Washington:

1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation, or waiver which would relieve any person from liability imposed by the Washington Franchise Investment Protection Act shall be void to the extent that the provision violates this Act.
2. If any of the provisions in this disclosure document or Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the disclosure document or the Franchise Agreement with regard to any franchise sold in the State of Washington.

WISCONSIN

The following provision supersedes any inconsistent provision in the disclosure document and applies to all franchises offered and sold in the State of Wisconsin:

1. The Wisconsin Fair Dealership Law, Chapter 135, Stats., supersedes any provisions of this disclosure document and the Franchise Agreement that are inconsistent with that law.

EXHIBIT B
to Yumberry BowlSM
Franchise Disclosure Document

LIST OF ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a “franchise” in some or all of the following states, in accordance with the applicable state law. If we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, (a) the following are the state administrators responsible for the review, registration, and oversight of franchises in that state; and (b) we will designate the following state offices or officials as our agents for service of process in those states:

STATE	STATE ADMINISTRATORS	AGENTS FOR SERVICE OF PROCESS
California	Commissioner Department of Financial Protection & Innovation One Sansome Street, Suite 600 San Francisco, California 94104 (415) 972-8559	Commissioner Department of Financial Protection & Innovation One Sansome Street, Suite 600 San Francisco, California 94104 (415) 972-8559
Hawaii	Commissioner of Securities Department of Commerce and Consumer Affairs 1010 Richards Street Honolulu, Hawaii 96813 (808) 548-2021	Director of Department of Commerce and Consumer Affairs 1010 Richards Street Honolulu, Hawaii 96813 (808) 548-2021
Illinois	Illinois Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, Illinois (217) 782-4465
Indiana	Indiana Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, Indiana 46204 (317) 232-6681
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place, 20th Floor Baltimore, Maryland 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place, 20th Floor Baltimore, Maryland 21202-2020 (410) 576-7044
Michigan	Consumer Protection Division Franchise Section 670 Law Building Lansing, Michigan 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau 6546 Mercantile Way Lansing, Michigan 48910 (517) 373-7117

STATE	STATE ADMINISTRATORS	AGENTS FOR SERVICE OF PROCESS
Minnesota	Commissioner of Commerce Department of Commerce 133 East Seventh Street St. Paul, Minnesota 55101 (612) 296-6328	Commissioner of Commerce Department of Commerce 133 East Seventh Street St. Paul, Minnesota 55101 (612) 296-6328
New York	Bureau of Investor Protection and Securities New York State Department of Law 120 Broadway, 23rd Floor New York, New York 10271 (212) 416-8211	Secretary of State State of New York 162 Washington Avenue Albany, New York 10271
North Dakota	North Dakota Securities Department State Capitol, 5th Floor, Dept 414 Bismarck, North Dakota 58505 (701) 328-4712	Securities Commissioner State Capitol, 5th Floor, Dept 414 Bismarck, North Dakota 58505 (701) 328-4712
Rhode Island	Department of Business Regulation John O. Pastore Complex, Bldg 69-1 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 277-3048	Director Department of Business Regulation John O. Pastore Complex, Bldg 69-1 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 277-3048
South Dakota	Director of Division of Securities 124 S. Euclid, Ste. 104 Pierre, South Dakota 57501 (605) 773-4013	Director of Division of Securities 124 S. Euclid, Ste. 104 Pierre, South Dakota 57501 (605) 773-4013
Virginia	State Corporation Commission Div. of Securities & Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
Washington	Department of Financial Institutions General Administration Building Securities Division - 3rd Floor West 210 - 11th Street SW Olympia, Washington 98504 (360) 902-8760	Director Department of Financial Institutions General Administration Building Securities Division - 3rd Floor West 210 - 11th Street SW Olympia, Washington 98504 (360) 902-8760
Wisconsin	Office of the Commissioner of Securities 201 W. Washington Ave., Ste 300 Madison, Wisconsin 53703 (608) 266-8559	Commissioner of Securities 201 W. Washington Ave., Ste 300 Madison, Wisconsin 53703 (608) 266-8559

EXHIBIT C
to Yumberry BowlSM
Franchise Disclosure Document

FRANCHISE AGREEMENT



FRANCHISE AGREEMENT

YUMBERRY BOWLSM

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EXHIBITS:

Exhibit A – Unit Type / Approved Location / Territory / Trade Name
Exhibit B – Entity Information
Exhibit C -- Owners Agreement
Exhibit D – Confidentiality and Non-Competition Agreement
Exhibit E – State Addenda
Exhibit F -- Franchisee Questionnaire
Exhibit G – Index to Defined Terms

YUMBERRY BOWL®

FRANCHISE AGREEMENT

This Franchise Agreement (“Agreement”) is made by and between Fortissima Enterprises Franchising, LLC, an Oregon limited liability company (“we” or “us”), and the franchisee identified on the signature page of this Agreement (“you”) as of the date specified as the “Effective Date” on the signature page. In consideration of the following mutual promises, the parties agree as follows:

1. RECITALS

1.01 System and Marks. We have the right to use and to license and franchise to our franchisees a proprietary and distinctive system (the “System”) relating to the establishment and operation Yumberry BowlSM sit-down restaurants, walk-up/drive-in restaurants, food truck or trailers and food trailers which specialize in the offer and sale of superfood bowls, smoothies, healthy snacks, and other food and drink items. We also have the right to use and to license and franchise to our franchisees certain service marks, trademarks, trade names, trade dress, logos, slogans and commercial symbols used to identify the Yumberry BowlSM restaurants and food truck or trailers and trailers, or particular items and services offered (collectively, the “Marks”).

1.02 Desire to Franchise. You desire, upon the terms and conditions set forth in this Agreement, to obtain a license and franchise to use the System and Marks in the establishment and operation of a Yumberry BowlSM restaurant or food truck or trailer unit (the “Unit”) to engage in the business of offering and selling superfood bowls, smoothies, healthy snacks, and other food and drink items (the “Franchised Business”). We are willing, upon the terms and conditions set forth in this Agreement, to grant a license and franchise to you to use the Marks and System to establish and operate the Franchised Business using the Marks and the System in connection with a Unit. Unless the context indicates otherwise, capitalized terms have the meaning ascribed to them in this Agreement. *Exhibit G* to this Agreement indexes the sections in this Agreement where each relevant term is defined.

2. GRANT AND LIMITATIONS

2.01 Grant of Franchise. Subject to all of the terms and conditions in this Agreement, we grant to you, and you accept, the license and franchise (collectively, the “Franchise”) to use the System and the Marks in connection with the establishment and operation of a Franchised Business at a single Unit of the type selected on *Exhibit A* to this Agreement. If your Unit is a restaurant, this grant is for a restaurant Unit to be situated at the specific location (“Approved Location”) set forth in *Exhibit A* to this Agreement. If your Unit is a food truck or trailer, this grant is for a food truck or trailer Unit to be operated within the geographic area (“Territory”) set forth in *Exhibit A* to this Agreement.

2.02 Limitations on Grant.

(a) **System Standards.** The Franchise granted by this Agreement is limited to the operation of a Unit in strict accordance with the provisions of this Agreement and the standards we specify in writing, as periodically amended, modified, supplemented or deleted, which we impose on our franchisees in connection with participation in the System, including all mandatory and suggested specifications, policies, rules, techniques and procedures we promulgate about System operation usage (collectively, the “System Standards”). You have no rights under this Agreement to use, and you will not use, the System, Marks or Unit in connection with any other business, activities, or unapproved items or services.

(b) **Trade Name.** The Franchise granted by this Agreement is limited to establishment and operation of the Franchised Business only under the trade name described on *Exhibit A*, or other trade name that we expressly authorize or require in writing. You will not adopt alternative, additional or secondary trade names unless you have our prior express written consent.

(c) **Location.** (1) **Restaurant Unit.** The Franchise granted by this Agreement is limited to a single Unit to be situated at the Approved Location. The Unit must be located at the Approved Location. If a particular site for your Unit has not been selected and approved at the time this Agreement is signed, *Exhibit A* will describe the Approved Location in general terms. In that case, after we have approved a specific location for your Unit, we will unilaterally modify *Exhibit A*, and the specific address of that location will automatically become the Approved Location as if originally set forth in *Exhibit A* instead of the general description. You have no rights under this Agreement to use, and you will not use, the System or Marks at any other location, without our prior express written consent. You will not relocate the Unit without our prior express written consent. (2) **Food Truck or Trailer Unit.** The Franchise granted by this Agreement is limited to a single Unit to be operated within the Territory. The Unit must be operated only within the Territory. You have no rights under this Agreement to use, and you will not use, the System or Marks at any location outside the Territory, without our prior express written consent. Before you operate at any location within your Territory, you must first obtain our prior express written consent, which we may withdraw or modify at any time upon written notice to you.

(d) **No Sub-Franchising.** This Franchise is personal to you. You have no rights under this Agreement to grant, and you will not grant, any sub-franchise or sub-license of all or part or the System or Marks.

2.03 Non-Exclusive License. During the term of this Agreement, neither we nor any of our affiliates will establish or operate, or franchise any entity to establish or operate, a Unit using the Marks and System at any location within the Territory described in *Exhibit A*. Other than the limited rights expressly granted to you under this Section 2.03, the Franchise is non-exclusive, and we (on behalf of ourselves and our affiliates) reserve all rights to use the Marks and System, including the following rights, in any manner and on any terms and conditions it deems advisable, and without granting you any rights, accommodation or compensation:

(a) to own, acquire, establish and/or operate, and license others to establish and operate, businesses using the Marks and System outside the Territory, even if these businesses are in competition with you, and even if there may be material negative impact to your business;

(b) to own, acquire, establish and/or operate, and license others to establish and operate, businesses under other proprietary marks or other systems, at any location within or outside the Territory, even if these businesses are in competition with you, and even if there may be material negative impact to your business;

(c) to use the Marks and System within the Territory at franchise expos, home shows, investment trade fairs, and similar exhibitions for the purpose of marketing franchises and the franchise system;

(d) to sell or distribute, at retail or wholesale or otherwise, directly or indirectly, or license others to sell or distribute, any items or services which bear any proprietary marks, including the Marks, within or outside the Territory through alternative distribution methods, including through independent retail outlets, catalogs, mail order and through electronic media, including television, radio, the internet, and through other new or emerging commercial technological media; and

(e) to acquire, or be acquired by, any competing system, including a competing system that has one or more units within your Territory.

2.04 Entity Information. If you are an entity, you must list all of your entity owners, officers, directors and managers and provide other information about the entity in *Exhibit B*. If there is any change or planned change in your entity owners, officers, directors or managers or other information in *Exhibit B*, you will notify us as far in advance as possible, and comply with all other applicable provisions of this Agreement. If we request, you will complete, sign and deliver to us a revised *Exhibit B* reflecting your then-current entity owners, officers, managers and other information in *Exhibit B*.

2.05 Owners Agreement. To induce us to enter into this Agreement with you if you are an entity, you must have each of your owners sign and deliver to us the Owners Agreement in the form attached hereto as *Exhibit C* ("Owners Agreement").

3. TERM AND EXTENSION

3.01 Term. The term of this Agreement begins on the Effective Date and will continue for a period of 5 years, unless terminated sooner by either party. You have no rights under this Agreement to use, and you will not use, the System or Marks after expiration or termination of this Agreement. Some of your duties and obligations under this Agreement will survive after expiration or termination of this Agreement as provided herein.

3.02 Successor Franchise Rights. If you meet all of the conditions specified in Section 3.03, we will offer you a successor franchise agreement with a term of 5 years to become effective following the expiration of this Agreement.

3.03 Conditions to Successor Franchise. To qualify for an offer of a successor franchise agreement, you must timely satisfy all of the following conditions:

(a) At least 6 months (but no more than 9 months) before the end of the term of this Agreement, you must give us written notice of your request for an extension of franchise rights, and you must pay us a renewal fee of \$5,000.

(b) At least 2 months (but no more than 6 months) before the end of the term of this Agreement, you must upgrade your Unit to make it consistent with the then-current System Standards for new Units of the same type.

(c) At the time that you give notice of your request for an extension and at the end of the initial term, you must not be in default under this Agreement or any other agreement with us or any of our affiliates, and you must have substantially complied with all the provisions of this Agreement and of any other agreements with us or any affiliate during their respective terms.

(d) At least 1 month before the end of the term of this Agreement, you must sign the then-current version of our standard franchise agreement for similar type units, to become effective upon the expiration of this Agreement. You acknowledge that the terms and conditions of that agreement may be materially different from this Agreement, and they might not be as favorable to you. For example, the market area descriptions in that agreement will be based on our market area standards then in effect, and could be smaller than your current Territory. However, you will not be required to pay the then-current initial franchise fee.

(e) At the end of the term, you (and/or your owners and/or your Manager, if we require) must satisfy our then-current qualification and training requirements.

(f) At least 1 month before the end of the initial term, you (and your owners, if we require) must sign and deliver to us a general release, in a form we will provide, of all claims you or your owners may have against us and any of our affiliates (and our and their respective officers, directors, partners, owners, agents, and employees).

4. YOUR DEVELOPMENT OBLIGATIONS

4.01 Site Selection. (Restaurant Units Only) You will be solely responsible for locating and obtaining a suitable site for your Unit, which we have the right to approve. Before entering into a lease agreement or other binding agreement to acquire the proposed site, you must: submit to us a written description of the proposed site for our approval; provide us with other information regarding the proposed site according to the System Standards or as we reasonably request; and verify to us in writing that the proposed site meets our site selection criteria. We will then approve or disapprove the proposed site. If we

disapprove the proposed site, you must select an alternate site and repeat the site approval process until we have approved a proposed site for your Unit. You acknowledge and agree that our approval of a site does not constitute a representation or warranty of any kind, express or implied, as to the suitability of the site for a Unit or for any other purpose. Our approval of the site indicates only that we believe that a site falls within the acceptable site selection criteria as of that time. If you and we are not able to reach agreement on an Approved Location within 6 months after the Effective Date, we have the option to terminate this Agreement.

4.02 Lease Provisions. (Restaurant Units Only) After we have approved a proposed site, you must then lease or purchase the approved site. If you will lease the site, your lease must include certain provisions for our protection. You must provide us with a copy of your proposed lease agreement for our review and approval before you sign it. You must not sign the proposed lease agreement until after you have our express written approval. Any lease relating to the Unit's premises must contain the following provisions in contractual language acceptable to us:

- (a) The use of the leased premises will be restricted solely to the operation of a Unit.
- (b) The landlord, upon termination or expiration of the lease, consents to the tenant's removal (at the tenant's expense) of the exterior and interior signs and trade fixtures, so long as the tenant makes repairs caused by the removal of these items.
- (c) The landlord will provide to us (at the same time they are sent to the tenant) a copy of all lease amendments and assignments, and a copy of all letters and notices sent to the tenant relating to the lease or the leased premises.
- (d) We will have the right to enter the leased premises to make any modifications or alterations, at our own cost, necessary (in our opinion) to protect the System and the Marks and to cure, within the time periods provided by the lease, any default under the lease, all without being guilty of trespass or other tort or crime.
- (e) The tenant may assign the lease to us (or our designee) with the landlord's consent (which consent will not be unreasonably withheld) and without payment of any assignment fee or similar charge or increase in any rent. The tenant will remain solely responsible for all obligations, debts and payments under the lease accruing before the effective date of any assignment to us (or our designee).
- (f) The landlord will not amend or otherwise modify the lease in any manner that would affect any of the foregoing requirements without our prior written consent (which will not be unreasonably withheld).
- (g) The total possible term of the lease (including the initial term and all renewal terms that are at the tenant's option) must be for at least the remainder of the initial term of this Agreement.

(h) Upon expiration or termination of this Agreement, we (or our designee) will have the right to an assignment of the lease with the landlord's consent (which consent will not be unreasonably withheld) and without payment of any assignment fee or similar charge or increase in any rent. The tenant will remain solely responsible for all obligations, debts and payments under the lease accruing before the effective date of any assignment to us (or our designee).

4.03 Construction, Remodeling and Build-out. (Restaurant Units Only) Promptly after obtaining possession of the approved site for the Unit, you will: (a) have prepared and submit to us for approval plans for the construction, build-out or remodeling of the site consistent with the System Standards and applicable law; (b) obtain all required permits, licenses, and zoning variances; (c) complete the construction, build-out, and/or remodeling of the Unit premises consistent with the approved plans, the System Standards, and applicable law; (d) purchase or lease and install all required equipment, furnishings, fixtures, signs and décor as required by this Agreement and the System Standards; (e) obtain all customary contractors sworn statement and waivers of liens; and (f) otherwise prepare the Unit for opening for business as required by this Agreement and the System Standards.

4.04 Purchase and Build-out. (Food Truck or Trailer Units Only) You will be solely responsible for purchasing a suitable food truck or trailer for your Unit, which we have the right to approve. Before entering into a lease agreement or other binding agreement to acquire the proposed food truck or trailer, you must: submit to us a written description of the proposed food truck or trailer for our approval; provide us with other information regarding the proposed food truck or trailer according to the System Standards or as we reasonably request; and verify to us in writing that the proposed food truck or trailer meets our System Standards. We will then approve or disapprove the proposed food truck or trailer. If we disapprove the proposed food truck or trailer, you must select an alternate food truck or trailer and repeat the approval process until we have approved a proposed food truck or trailer for your Unit. You acknowledge and agree that our approval of a food truck or trailer does not constitute a representation or warranty of any kind, express or implied, as to the suitability of the food truck or trailer for a Unit or for any other purpose. If you have not obtained our approval and purchased or leased a food truck or trailer for your Unit within 6 months after the Effective Date, we have the option to terminate this Agreement. Promptly after obtaining possession of the approved food truck or trailer for the Unit, you will: (a) have prepared and submit to us for approval plans for the build-out or remodeling and equipping of the food truck or trailer consistent with the System Standards and applicable law; (b) obtain all required permits, inspections, certifications and licenses; (c) complete the build-out or remodeling of the food truck or trailer consistent with the approved plans, the System Standards, and applicable law; (d) purchase or lease and install all required equipment, furnishings, fixtures, signs and décor as required by this Agreement and the System Standards; (e) obtain all customary contractors sworn statement and waivers of liens; and (f) otherwise prepare the Unit for opening for business as required by this Agreement and the System Standards.

4.05 Furnishings, Fixtures, Equipment, Décor and Signs. You must purchase, lease or otherwise use in the establishment and operation of the Unit all of the furnishings, fixtures, 2025 YUMBERRY FA 052925

equipment, décor and signs that we have approved as meeting our specifications and standards for quality, design, appearance, function and performance for your Unit type, and only these items. You must purchase or lease approved brands, types or models of furnishings, fixtures, equipment, décor and signs only from suppliers designated or approved by us and according to System Standards. You agree to place or display at, in and on the Unit only the décor, signs, logos and display materials that we have approved for your Unit type. After your Unit has been built out, furnished, equipped and decorated according to System Standards, you will not make any material alteration to the Unit's furnishings, fixtures, equipment, décor or signs without our prior express written approval.

4.06 Inventory and Supplies. You must purchase and stock in the Unit all of the required inventory and supply items, in an adequate mix and quantity of each, all according to the System Standards for your Unit type. For food truck or trailer Units, we may allow or require you to purchase and stock at a commercial kitchen, commissary, or other approved storage area certain items of the required inventory and supply items, all according to the System Standards.

4.07 Commencement of Business. Unless we agree in writing to a later opening date, you must open the Unit and begin business within 12 months after the Effective Date of this Agreement. Before opening the Unit, you must comply with all of your applicable development and operating obligations under this Agreement, including: (a) obtain all required permits, inspections, certificates and licenses; (b) properly complete all construction, remodeling and build-out of the Unit; (c) properly complete installation of all furnishings, fixtures, equipment and signs; (d) properly display and stock all required inventory and supplies; (e) successfully complete the initial training program; (f) provide to us proper evidence of required insurance coverage; (g) hire and train your staff; and (h) provide to us any other information or documents we reasonably request relating to the Unit's readiness for opening or your compliance with applicable System Standards. You must obtain our written approval before opening the Unit for business, and you must schedule the opening date for a mutually convenient date.

4.08 Relocation. If your restaurant Unit's lease expires or terminates without your fault or if the site is condemned, destroyed or otherwise rendered unusable, then you must seek our approval to relocate the Unit to a new location that meets our then-current site selection criteria, subject to the territorial rights of other Units operated by franchisees or our affiliates. If you desire to relocate your food truck or trailer Unit to a different approved market area, then you must seek our approval to relocate the Unit to a new area that meets our then-current criteria, subject to the territorial rights of other Units operated by franchisees or our affiliates. In either case, you must comply with all of the requirements of this Section 4 with regard to any relocation.

5. YOUR OPERATING OBLIGATIONS

5.01 Compliance with System Standards. You will maintain high standards of quality, appearance and operation for the Unit. For the purpose of enhancing the public image and reputation of the businesses operating under the System and for the purpose of increasing the demand for items and services associated with the Marks, you will comply

in good faith with all required or mandatory System Standards. You will operate and maintain the Unit solely in the manner and pursuant to the standards prescribed herein, in the Manual and in other materials we provide to you. If we have different System Standards for different Unit types, you will comply with those System Standards applicable to your Unit type. Any provision in this Agreement requiring you to comply with the System Standards refers only to the applicable System Standards that are phrased as mandatory or required. Any System Standards that are not phrased as mandatory or required are deemed to be suggested and optional at your discretion.

5.02 Compliance with Sound Business Practices. You will at all times operate the Unit diligently and in a manner which is consistent with sound business practices. You will at all times maintain working capital and a net worth which is sufficient, in our opinion, to enable you to fulfill properly all of your responsibilities under this Agreement. You will pay all of your debts and obligations incurred in the operation of the Unit as these debts and obligations become due. You will, in all dealings with us and our affiliates, your suppliers and customers, and public officials, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You will refrain from any business practice which may reasonably be considered to harm our business, reputation, public image, goodwill, System or Marks, or other franchisees' businesses. You will cause your affiliates, employees, owners, representatives and agents to strictly comply with the provisions of this Agreement.

5.03 Lease Compliance. You will comply with all of the terms of your lease, sublease, and other agreements authorizing use of the Unit, and will refrain from any activity which may jeopardize your right to remain in possession of, or to renew the lease or sublease for, the Unit.

5.04 Compliance with Laws. You will obtain and maintain in force, as and when needed, all governmental permits, licenses, certificates, inspections and approvals required by applicable law to establish and operate the Unit at the Approved Location or within the Territory, as applicable. You will pay when due (or properly and timely contest) all federal, state and local payroll, withholding, unemployment, permit, license, property, ad valorem, use, sales, gross receipts, income, property and other taxes, assessments, fees, charges, penalties and interest, which may be charged or levied against us as a result of your business operations, and will file when due all required governmental returns, notices and other filings. You will conduct your business operations under this Agreement in full compliance with all applicable laws, ordinances, regulations, rules, administrative orders, decrees and policies of any local, state, or federal government, governmental agency or department. You will notify us promptly if you obtain any information that any aspect of the System does not comply with any applicable law, rule or regulation.

5.05 Quality and Customer Service Standards. All items and services you provide under this Franchise will be of high quality, and will conform to the quality and customer service standards and other System Standards we may establish from time to time. If we determine, in our sole discretion, that any of the items or services you have provided are not in the conformance with applicable quality standards, we will give you written notice specifying in reasonable detail the facts and circumstances of your default. After you

receive this notice, you will immediately undertake and diligently pursue the efforts we deem necessary to remedy the default, and to bring the items and services you offer into conformance with applicable quality standards within the period that we reasonably specify after your receipt of the default notice. If, after this period, the items or services at issue do not, in our sole opinion, conform to applicable quality standards, then we will have the right, at our option, to terminate this Agreement in its entirety, upon 30 days written notice to you.

5.06 Maintenance of Unit. You will install and maintain at, on or in the Unit, at your expense, all furnishings, fixtures, equipment, décor and signs as required by the System Standards. You will not install or permit to be installed on or about the Unit any furnishings, fixtures, equipment, signs, décor or the like that we have not previously approved. You will not make any material alteration to the Unit, furnishings, fixtures, equipment, décor or signs without our prior express written approval. You will maintain the Unit, and all furnishings, fixtures, equipment, décor and signs in a clean, attractive condition, and in good working order and repair and according to the System Standards, including those standards and specifications relating to the safety, maintenance, cleanliness, sanitation, function and appearance. You will promptly repair or replace any furnishings, fixtures, equipment, décor or signs that are not in good, safe working order or that otherwise do not conform to the System Standards. All repairs and replacements must comply with the System Standards. For a restaurant Unit, you will promptly notify the landlord under the lease of any matters relating to the safety, maintenance, cleanliness, sanitation, function and appearance of the Unit premises that are not under your responsibility under the lease.

5.07 Refurbishing the Unit. Within 6 months after our request, you will: (a) remodel, redecorate, and refurbish the Unit at your expense, to conform to the décor, color schemes, and presentation of trademarks and service marks consistent with our then-current image; and (b) upgrade, modify and/or replace furnishings, fixtures and equipment to conform to our then-current System Standards. You will not be required to make significant capital expenditures in this regard during the first 2 years of the term of this Agreement, but you may be required to purchase equipment necessary to offer and sell new items or services.

5.08 Use of Unit. You must use the Unit solely for the operation of the Franchised Business. You must not use or permit the use of the Unit for any other purpose or activity without obtaining our prior written consent. Vending machines, video games and similar machines are not permitted in or around your Unit without our prior written consent.

5.09 Goodwill. You will use reasonable efforts to protect, maintain and promote the trade name “Yumberry Bowl” (or other trade name we have approved for you to use) and our distinguishing characteristics, the other Marks and the System. You will not permit or allow your officers, directors, owners, managers, employees, representatives or agents to engage in conduct which is unlawful or damaging to the goodwill or public image of the Marks or System. You will participate in all quality assurance, customer service and customer satisfaction programs we require in good faith. You will follow System Standards for identification of your operations and for you to avoid confusion on the part

of customers, creditors, lenders, investors and the public as to the ownership and operation of the Franchised Business.

5.10 Purchasing. You will purchase or procure certain designated items (including furnishings, fixtures, equipment, décor, signs, inventory and supplies) and services in compliance with any minimum standards or specifications we may periodically establish, and from only the suppliers that we have approved for the particular items or services. We and our affiliates may be approved suppliers, and we may receive revenues as a result of your purchases from approved suppliers. You may purchase or procure any other approved items or services (those for which an approved supplier is not required) for the Franchised Business from any competent source, so long as the items and services meet or exceed the minimum System Standards. You will maintain at the Unit, at your expense, the mix and quantity of inventory and supplies as required by the System Standards.

5.11 Approved Items and Services. You will sell only those items or services from the Unit and the Franchised Business that are permitted in the System Standards or otherwise expressly approved by us. You must offer all items and services that we designate as required for your Unit type. You will at all times maintain a complete inventory of approved items and ingredients in whatever amounts and of whatever variety as we may require. We have the right to add additional items and services that you will be required to offer, including seasonal items or services. We may require you to discontinue sales of any items or services at any time for any reason. There are no limits on our right to make these changes. All items and services you provide under this Franchise will be of high quality, and will conform to the quality and customer service standards and other System Standards. You must prepare all menu items exactly in accordance with our recipes and procedures for preparation, decoration and presentation contained in the Manual or in other written directives, and you must refrain from deviating from our standards and specifications by the use or offer of nonconforming items or differing amounts of any items, without our prior express written consent. You must offer all items and special items at the times required and at no other time. You may suggest new recipes and items to us, but you cannot serve the new recipes and items to your customers unless we provide you with our written approval and standards and specifications with respect to their use.

5.12 Computer and Communications System. You will, at your expense, purchase and maintain the point-of-sale system, computer system and communication equipment and services (including point-of-sale terminals, cash registers, computer hardware and software, credit/gift card terminals, communication equipment, communication services, Internet services, music equipment, dedicated telephone and power lines, wi-fi, modems, printers, and other related accessories or peripheral equipment) pursuant to the System Standards or that we may otherwise specify for use in the Franchised Business. If we require an upgrade or replacement of any of this equipment and/or services, you will cooperate fully to promptly implement our new requirements. You will provide any assistance we request to connect your point-of-sale system, computer system and communication equipment and services with our systems. We will have the right at any time to retrieve data and other information from your point-of-sale system, computer

system and communication equipment and services as we, in our sole discretion, deem necessary or desirable. You will provide us with passwords and other information necessary for us to have full access to the data and other information from your point-of-sale system, computer system and communication equipment and services. You will strictly comply with System Standards for all items associated with your point-of-sale system, computer system and communication equipment and services. You will keep the point-of-sale system, computer system and communication equipment and services in good maintenance and repair, and you will promptly install, at your expense, any additions, changes, modifications or substitutions to your point-of-sale system, computer system and communication equipment and services, as we may specify periodically. We may require that you license from us or third parties proprietary software for use in the Franchised Business, and, if so, you will sign the software license agreement we or they specify, and you will comply with all of its terms and conditions. You will utilize the point-of-sale system, computer system and communication equipment and services in connection with the Franchised Business pursuant to the System Standards.

5.13 Marketing.

(a) **Marketing Programs.** You will participate in all advertising, public relations, promotion, market research, and other marketing activities we may implement for the System (“Marketing Programs”).

(b) **Grand Opening Marketing.** We recommend, but do not require, that you conduct your own local advertising, public relations, promotion, and other marketing activities in connection with your grand opening.

(c) **Local Marketing.** You will obtain and maintain boosted Facebook ads on a monthly basis in your Territory. Additionally, in order to provide your Unit with the best chance of success, we recommend, but do not require, that you conduct your own ongoing local advertising, public relations, promotional and other marketing programs for your Unit consistent with our System Standards. Your marketing materials must use the Marks correctly, comply with System Standards and applicable law. All marketing materials that were not provided by us must be expressly approved by us in writing before use. Upon our request, you will immediately stop using any marketing materials or programs that we, in our sole opinion, deem to be outdated, false, misleading, illegal, in violation of this Agreement, inconsistent with the System Standards, harmful to the System or Marks, or potentially harmful to the goodwill, reputation or customer relations of us or our franchisees or affiliates.

(d) **Cooperative Marketing.** We may form or require certain franchisees to form a local or regional marketing cooperative (“Co-op”) covering your Territory and the market area of at least one other franchisee for the purpose of developing and implementing local or regional marketing programs. If we require you to join a Co-op, then you must: join the Co-op; sign any required agreements regarding the Co-op; participate with other franchisees in the Co-op’s marketing programs; and pay fees to the Co-op for your share of the Co-op’s marketing expense. The Co-op will establish the level of fees its members will pay. Your Co-op fees will be based upon the cost of the Co-op’s marketing programs,

and the number of units in the Co-op. These costs will be allocated equally among relevant units. We or our designee will be responsible for administering the Co-op; however, we may delegate this responsibility to the members of the Co-Op or a franchisee committee. The Co-op will operate from written governing documents that we or our designee prepare (at the Co-op's expense), which you must promptly sign and deliver to us, if we require. We or the Co-op's administrator will prepare an accounting of the operation of the Co-op annually (at the Co-op's expense), and we or the Co-op's administrator will make it available to you upon reasonable request. We reserve the right, at our option, to require and select an independent certified public accountant to prepare, at the expense of the Co-op, an audit for the annual accounting of the operation of the Co-op. We, in our sole discretion, will have the right to change, merge or dissolve the Co-op; however, the Co-op will not be dissolved until all of the money in the Co-op has been spent for authorized purposes or refunded to its members.

(e) **Press Releases.** You will not issue any press release without our prior express written approval.

(f) **Contributions and Donations.** You will not make any contributions or donations of items, services or money to any individual or entity, or provide any type of other benefit to any charitable, religious, political, social, civic or other type of organization (or to any individual on behalf of any organization) in the name of the Franchised Business or otherwise associated with the Marks, without our prior express written consent.

5.14 **Telephone.** You will obtain a telephone number for exclusive use in connection with the Franchised Business, and this telephone number will be deemed to be our property. You must also maintain a reliable voice-mail service for receiving telephone messages in connection with the Franchised Business.

5.15 **Internet Listing and Social Media.** You will not, directly or indirectly, create or maintain an Internet web page, web site address (URL), or Internet directory listing relating in any way to your Unit or Franchised Business, or which uses any Marks, without our prior express written consent. You are prohibited from conducting any aspect of the Franchised Business through the Internet, without our prior express written consent, except for marketing or promotional programs we have approved. You may not establish social media accounts or make posts on social media sites regarding the Unit or Franchised Business, without our prior express written consent. Our consent for any social media accounts or posts requires that we will be designated as an administrator of the account with complete administrative and editing power, and that we will be provided with current login credentials at all times. We will have the discretion to modify or delete any social media accounts or posts that do not comply with System Standards and that we have not pre-approved.

5.16 **Hours of Operation.** Unless otherwise restricted by your premises lease (for a restaurant Unit) or by applicable law, you will keep the Unit open and in normal operation for the minimum hours and/or days as required by the System Standards. If, for emergency or other reasons, you may need to vary your hours and/or days of operation, you must notify us in writing as far in advance as possible, and obtain our written consent.

5.17 Uniforms. You will require your Managers and other employees to wear uniforms as required by our System Standards.

5.18 Conferences. We may host periodic conferences for our franchisees. You and/or your owner and/or Managers will attend all of each conference and pay the applicable conference fee, if we sponsor a conference and require attendance by any of these people. Mandatory training for franchisees and managers may be held at a conference. The conference fee will be the same for all of our franchisees, but may be based on the number of units each franchisee has and/or the number of attendees each franchisee sends to the conference. You will receive reasonable notice of each conference. You will be responsible for all travel, transportation, lodging, meals, and incidental expenses and compensation of the people you send to any conference. If we require, your attendees will stay at the designated lodging for all of each conference.

5.19 Notification of Legal Proceedings. You will notify us in writing within 5 business days of: (a) the commencement of any legal action, law suit, arbitration or other legal proceeding of which you become aware relating to the Unit or the Franchised Business, or which may adversely affect your financial condition; (b) any official investigation or inquiry of which you become aware by any court, law enforcement agency or other governmental agency relating to the Unit or the Franchised Business, or which may adversely affect your financial condition; and (c) the issuance of any order, writ, injunction, award, or decree of which you become aware by any court, agency, arbitrator or other official instrumentality relating to the Unit or the Franchised Business, or which may adversely affect your financial condition.

5.20 Customer Information. You will disclose all customer information to us pursuant to the System Standards or as we otherwise request. As between you and us, we will own the customer information. Otherwise, you will protect the privacy of your customers by keeping their personal information confidential. You will not, without our prior written consent, disclose your customer information to anyone else (other than to us and to your employees who have a bona fide need to know). You will notify us in writing immediately of any actual or suspected data breach affecting customer information.

5.21 Non-Competition. You (and, if you are an entity, your owners, officers and directors) and your managers will not engage in, assist, acquire, advise, consult with, be employed by, own, or become associated in any way with, any business whose methods of operation, trade dress, primary items or services, or business concept is the same as or similar to that of the System or the Marks or the Franchised Business, or which owns or operates one or more restaurants or food truck or trailers that offer primarily superfood bowls and/or smoothies, other than the Franchised Business, without our prior express written consent. You will not solicit or otherwise induce our employees or the employees of any of our affiliates or other franchisee to leave their employment. You will not divert or attempt to divert any business or customer of us or any of our affiliates or franchisees to any competitor.

5.22 Staff and Other Representatives Agreements. A form Confidentiality and Non-Competition Agreement is attached as *Exhibit D* for your use with your staff and other representatives. You will require that your non-owner officers, managers, other employees, agents and representatives sign this Confidentiality and Non-Competition Agreement at the earliest reasonable opportunity (and as a condition of employment for your employees). You will provide us with a copy of each of these agreements at the time signed and each time we request a copy.

5.23 Best Efforts. At all times during the term of this Agreement, you will use your best efforts to develop the Franchised Business, to develop the market for items and services offered by the Franchised Business, to increase the market share of the Franchised Business within the Territory, and to otherwise develop and promote the Franchised Business in the Territory.

6. UNIT MANAGEMENT

6.01 Management. At all times during the term of this Agreement, you will designate a manager who meets our educational, managerial and business experience standards, and who will devote full time, energy, attention and best efforts to the management and operation of the Unit ("Manager"). If you are an individual, you may serve as the Manager. If you are an entity, an owner, officer or other qualified employee may serve as the Manager. You will designate to us in writing the identity of your initial Manager as soon as possible after the Effective Date of this Agreement. You will designate to us in writing the identity of each successor Manager immediately after the prior Manager ceases to serve as Manager. The Manager will be responsible for supervising all other managers on your staff.

6.02 Initial Training. You or your owners must complete the online initial training program to our satisfaction at least 7 days before your scheduled opening date. There is no fee for the online training program. We will also provide an on-site initial training program for you and your initial Manager on mutually convenient dates, typically on the day before your scheduled opening date, and in connection with opening support on your opening date. You and your owners and initial Manager must attend and complete to our satisfaction the required initial training program (as applicable). We will provide instructors and any training materials for the on-site training of you and your initial Manager without charging any training fees if all of your trainees attend the same initial training program. You will pay us for the reasonable travel, transportation, lodging, and meal expenses incurred by our trainers in connection with the initial training program at your Unit. You will also be responsible for any expenses that you incur during the initial training program, such as for ingredients, supplies and your employees' wages. If any of your trainees attend the initial training program at a different time and/or location, then all other expenses incurred in connection with attendance of training, including the cost of travel, transportation, lodging, meals and your trainees' wages will be your responsibility. If you or any initial or successor Manager fails to successfully complete the initial training program to our satisfaction, we may require you or your Manager to attend additional training programs (at your cost) or we may require you to appoint a new Manager and to send that new Manager to the initial training program (at your cost). If, after this corrective

action, your Manager fails to successfully complete the initial training program to our satisfaction, we may terminate this Agreement.

6.03 Successor Manager Training. You must adequately train any successor Manager you later employ before or immediately after your successor Manager assumes management responsibilities. We will notify you if we determine that the training you provided to any successor Manager is inadequate. In that case, your successor Manager must satisfactorily complete the initial training program we require promptly after we notify you. For the initial training of any successor Manager you later employ, you will pay to us the then-current training fee and expenses we incur for the initial training we may require, including the reasonable travel, transportation, lodging and meal expenses we incur if we elect to provide this training at your Unit. If we provide initial training to any successor Manager at a different location, then the costs of your trainee's travel, transportation, meals, lodging and any wages will be your responsibility.

6.04 Other Training. You and your Manager must attend any additional or refresher training programs that we designate as mandatory for franchisees and managers, respectively. You will be responsible for all travel, transportation, lodging, meal expenses and compensation of the people you send for additional or refresher training programs, and you will pay us the cost of providing training materials (if any), and any training fee we may impose under Section 7.09. All training materials are confidential, and will remain our property. You will be responsible for all reasonable travel, transportation, lodging and meal expenses we incur if we elect to provide this training at your Unit.

6.05 Staff Training. On or before the opening date of the Unit, you will hire and train an adequate number of staff for the operation of the Unit according to our System Standards. You will maintain sufficient competent and conscientious staff to operate the Unit in accordance with this Agreement and the System Standards. You will train or cause the training of all of your staff as and when required by prudent business practices, System Standards, or this Agreement. You acknowledge and agree that you will be solely and exclusively responsible for all issues and liabilities relating to or arising out of your employment relations.

7. ASSISTANCE BY US

7.01 Unit Location. (Restaurant Units Only) We will provide you with our standard site selection criteria and specifications. We will also provide you with the assistance and consultation we deem advisable regarding site selection for the Unit. You acknowledge that we will have no obligation to select or acquire a site on your behalf. We disclaim all liability for the consequences of approving a particular site. Our site selection assistance does not constitute any warranty or guaranty that the Franchised Business will be profitable or otherwise successful at the Approved Location. If you request, we will send a representative to assist you in identifying and selecting a site for your Unit and/or negotiating the terms of a lease or purchase, at your expense (including paying our standard on site assistance fee).

7.02 Lease Review. (Restaurant Units Only) We will review the proposed lease for the Unit site after you submit the proposed lease to us. If the proposed lease complies with the requirements in Section 4.02 of this Agreement and is otherwise acceptable to us, we will approve it. We will promptly advise you of our decision regarding the proposed lease. The final decision whether to acquire a particular approved site or whether to sign a particular approved lease rests solely with you.

7.03 Unit Layout, Construction, Remodeling and Build-Out. We will provide you with standard Unit layout plans and specifications. We will also provide you with the assistance and consultation we deem advisable regarding the layout, construction, remodeling and/or build-out of the Unit. If you will need to deviate from our standard Unit layout plans and specifications because of space requirements, landlord restrictions or local law, we will consider your proposed plans and specifications Unit, and, if they are acceptable to us in our discretion, we will approve them.

7.04 Loan of Manual. Within 15 days after we sign this Agreement, we will make available to you on loan for the term of this Agreement a printed copy and/or an electronic copy of our current operations manual, and we will later provide you with all periodic updates and modifications thereto and any other manual we may develop specifying the System Standards (collectively, the "Manual"). You acknowledge that the Manual will at all times remain our sole and exclusive property. If the printed Manual loaned to you is lost, stolen or destroyed before you return it to us or is otherwise not returned to us upon demand for any reason, you must pay us a replacement fee of \$5,000 upon demand, representing partial value of the trade secrets and other proprietary information contained in the Manual.

7.05 Furnishings, Fixture, Equipment, Décor and Signs. We will provide you with standard lists and/or specifications for approved furnishings, fixtures, equipment, décor and signs. We will provide you with standard lists of any authorized suppliers of any of these items. We will provide you with the assistance and consultation we deem advisable regarding required furnishings, fixtures, equipment, décor and signs.

7.06 Inventory and Supplies. We will provide you with standard lists and/or specifications for approved inventory and supplies. We will provide you with standard lists of any authorized suppliers of any of these items. We will provide you with the assistance and consultation we deem advisable regarding required inventory and supplies.

7.07 Purchasing Assistance. Although you are responsible for purchasing or leasing items and services for use in connection with the Franchised Business, we and/or our affiliates may offer assistance to you with purchasing or leasing items or services. We may require minimum standards or specifications for items and services, specify approved items and services, and restrict the suppliers authorized to sell or provide certain items and services in order to control quality, provide for consistent service or obtain volume discounts. We will provide you with System Standards for items and services, our list of approved items and services, and our list of approved suppliers. You acknowledge that we and/or our affiliates may be the sole approved suppliers for certain

approved items and services, and that we and our affiliates may derive revenues as a result of your purchase of approved items and services.

7.08 Initial Training. We will provide initial training to you and your initial Manager at your Unit on a mutually-convenient date, to be scheduled to coincide with the day before your opening date. All initial training we provide will subject to the provisions of Section 6.02. We will exercise good faith and reasonable discretion when determining whether any trainee completes any training program to our satisfaction.

7.09 Other Training. You or your Manager may attend optional additional or refresher training programs that we may offer, and you and your Manager must attend all mandatory additional or refresher training programs that we may offer. Additional and refresher training will be held at one or more locations in the United States we select, and may be held in conjunction with a franchisee conference. We will provide instructors, and training materials for these programs (if any), and we may charge a reasonable training fee for this training. We will exercise good faith and reasonable discretion when determining whether any additional or refresher training will be required, and you and your Manager will not be required to attend more than a cumulative total of 8 hours of additional or refresher training per year. All additional and refresher training we provide will be subject to the provisions of Section 6.04.

7.10 Pre-Opening and Opening Assistance. We will provide you with pre-opening assistance and consultation as we deem advisable. We will provide you with on-site assistance and consultation (in connection with on-site initial training) for a total of 2 days at your Unit in connection with your opening, subject to our scheduling, consisting of approximately 6 hours of initial training and 1 day of opening assistance. We will provide materials for an opening promotion and initial marketing for the Unit, which promotion and marketing will be conducted at your expense. You will be responsible for all reasonable expenses we incur in connect with this on-site assistance and consultation, including the cost of travel, transportation, lodging and meals of our representatives.

7.11 Ongoing Support. We will assist you to understand your obligations under the System Standards and this Agreement, provide you with other continuing consultation, and may provide you with new proprietary methods and procedures relating to approved items or services, or to operation of the Unit, all on the terms as we deem appropriate. To the extent possible, this consultation will be provided during inspections and audits, through the System Standards, at training sessions (if any), and during franchisee conferences (if any). Additionally, our support personnel will be reasonably available to you during our regular business hours, Monday through Friday, for reasonable telephone consultation or for reasonable email or written correspondence. There is no fee for reasonable telephone consultation or reasonable email or written correspondence.

7.12 On-Site Assistance. We will provide additional on-site assistance at your Unit if you request additional on-site assistance at your Unit or if we determine that additional on-site assistance at your Unit is necessary or appropriate, in our reasonable discretion. For all additional on-site assistance we provide, you will pay us on demand the then-current on-site assistance fee (for each of our representatives for each full or partial day

of traveling or on-site assistance) and the reasonable costs we incur in providing any additional on-site assistance to you, including travel, transportation, lodging and meal expenses for each of our representatives who provide additional on-site assistance to you. You and your owners, officers, managers and employees must timely and completely cooperate with our on-site representatives.

7.13 Conferences. We may sponsor periodic conferences for our franchisees, at which seminars, workshops and other training may be conducted. We may require you and/or your owners and/or your Manager to attend each conference. We may charge you a fee for any conference to cover our expenses.

7.14 Marketing Programs. We may implement one or more Marketing Programs, and we (or our designee or affiliate) will administer any Marketing Programs. We will determine in our sole discretion: the nature and type of any Marketing Program; the nature and type any media placement; the allocation (if any) among national, regional and local markets; the nature and type of any advertising copy and other marketing materials; and all other aspects of any Marketing Programs. We do not promise that you will benefit directly or proportionately from any Marketing Programs. On occasion, we may make available to you local advertising materials and programs, at your cost. We will use any marketing fees we collect from franchisees to pay for any Marketing Programs and to reimburse us or our designee or affiliate for reasonable direct and indirect costs, overhead and other expenses (and those of our designee or affiliates) of providing services and materials relating to any Marketing Programs. We and our affiliates are not obligated to contribute money to any Marketing Programs or otherwise supplement the marketing fees. We have the right to terminate any Marketing Program, at our discretion. However, any termination will not be effective until all marketing fees we have collected for the Marketing Program have been expended.

7.15 Internet Site. We or our affiliate will sponsor and maintain the official Yumberry BowlSM web site on the Internet. So long as you are in good standing with us and our affiliates, we will cause your Unit to be listed on this official web site.

7.16 Intranet System. We or our affiliate may establish an intranet system to assist you with your Franchised Business. If an intranet system like this is established, we or our affiliate will administer and maintain it, and we will provide you and/or your managers with access to this system. Subject to the System Standards, we will continue to allow you or your managers to access our intranet system (if any) during the term of this Agreement, so long as you are not in default under this Agreement. We may require you to use the intranet system (if any) for communications, reports, and other functions, and you will comply with our requirements, at your expense.

7.17 Suggested Retail Prices. We will provide you with suggested prices, and/or with maximum authorized prices for your menu items, if allowed by applicable law. You may sell your products and offer your services at any prices you determine and will in no way be bound by any price we recommend or suggest (subject, however, to any maximum price we establish, if allowed by applicable law). In determining your prices, you must

consider the general image of the Unit and the System and the overall competitive strategy of the System.

7.18 Additional Items, Services and Suppliers. If you desire to offer additional items or services that we have not approved, or desire to purchase approved items and services from any supplier who we have not approved, we will consider any written request by you for approval of additional items, services or suppliers (although we are not obligated to approve any). We will notify you of our approval or disapproval of any new item, service or supplier requested by you within 30 days after we have received all of the relevant information we requested. We may withhold approval of any item, service or supplier, as we determine in our discretion. We can revoke approval of any approved item, service and/or supplier at any time in our sole discretion, and we will notify you of any revocation.

7.19 Standard of Care. For all services we or our affiliates or designees provide to you under this Agreement, we and our affiliates and designees will act with commercial reasonableness. We and our affiliates and designees disclaim any fiduciary duty to you and disclaim any standard of care higher than commercial reasonableness.

7.20 Technology Platform. We will give you access to the technology platform that we have adopted for use in the System. This platform facilitates online ordering by your customers, delivery of orders, and gift cards and the loyalty program. You must participate in the loyalty program and accept all valid gift cards.

8. FEES, PAYMENTS, REPORTS AND RECORDS

8.01 Initial Franchise Fee. If this Agreement is for your first Unit, you will pay us the initial franchise fee of \$25,000. The first installment of \$5,000 is due when you submit your Franchise Application form to us. The second installment of \$20,000 is due when you submit this signed Agreement to us. If this Agreement is your second or greater Unit, you will pay us the initial franchise fee of \$20,000 when you submit this signed Agreement to us. This initial franchise fee is in consideration of the administrative and other expenses we incurred in entering into this Agreement, and for our lost or deferred opportunity to enter into a similar arrangement with others. If this Agreement for your first Unit and if it is terminated because we reasonably determined that you have not successfully completed the initial training program, then we will refund to you half of the initial franchise fee that you paid. Otherwise, the initial franchise fee is non-refundable, and is fully earned when we sign this Agreement.

8.02 Royalty Fee. During the term of this Agreement, and for as long as you are using the System or Marks, you will pay us a continuing Royalty Fee equal to 5% of all revenues you receive from the sale of all items and services, and all other income of every kind and nature related to the Franchised Business or Unit operations, whether for cash or credit, and regardless of collection in the case of credit, or from the sale of any products or services associated with the use of the Marks, whether such business is conducted in compliance with or in violation of the terms of the Franchise Agreement (collectively, "Gross Revenues"). However, Gross Revenues does not include any sales taxes or other

taxes you collect for transmittal to the appropriate taxing authority (and which you actually remit).

8.03 Marketing Fee. During the term of this Agreement, you will also pay us a continuing Marketing Fee equal to the amount or percentage of Gross Revenues we specify; however, the Marketing Fee will not exceed 2% of your Gross Revenues.

8.04 Technology Fee. During the term of this Agreement, you will also pay us a continuing Technology Fee of \$149 per month.

8.05 Place and Method of Payment. You will pay us, without billing or demand, all Royalty Fees and Marketing Fees required by this Agreement, on a weekly basis on the second Monday following the end of the applicable business week (Sunday through Saturday), based on your Gross Revenues for the applicable business week. You will pay us, without billing or demand, all Technology Fees required by this Agreement, on a monthly basis on the first day of each month. Unless otherwise specified in this Agreement, all other payments due to us under this Agreement are due upon demand. All fees and other payments due to us under this Agreement will be made to us at our headquarters in Grants Pass, Oregon, or as we otherwise specify in writing. We have the right to initiate fee payments and/or to require you to transmit fees and other payments to us by means of e-checks, electronic fund transfers, automatic withdrawals, sweep accounts, Internet payment methods, or other methods in accordance with procedures that we may establish in the Manual or otherwise specify in writing. If we require other means of payment, you will establish and maintain throughout the term of this Agreement any required accounts and sign all documents reasonably required, and will otherwise cooperate with us, to effectuate these means. If we are exercising control over your bank account and if there are sufficient available funds in the account at the relevant time, then we will undertake to timely make the payments required under this Agreement; however, you will still remain primarily liable for these obligations.

8.06 Late Fee. If we do not timely receive any fee or any other amount due to us under this Agreement on or before the applicable due date, then you will pay us a late fee equal to \$100, plus the lesser of the daily equivalent of 12% per year simple interest on any overdue amount for each day any amount is past due, accruing until the past-due amount is paid in full (subject to any lawful maximum rates under applicable state law). This provision does not permit or excuse late payments. If any check, electronic payment or other payment due under this Agreement is not honored by your bank for any reason, you will pay us an additional fee of \$100 to help our offset bank charges and administrative expenses.

8.07 Taxes. You will pay to us or any of our affiliates (as the case may be) upon demand the amount of any federal, state, or local sales, gross receipts, use, value added, excise or other taxes (other than federal income tax) levied or assessed against us or any of our affiliates as a result of or in connection with any fees and other payments paid or made to us or any of our affiliates under this Agreement or any related agreement, including any state or local income tax, franchise tax, or other tax levied or assessed against us or any of our affiliates for the privilege of doing business in your state. Your payments to us

or our affiliates under this provision must compensate us and our affiliates in the manner we prescribe so that the net amount or net rate we and our affiliates actually receive (after imposition of the applicable tax) is equal to the full amount established by this Agreement or the related agreement.

8.08 Allocation of Payments. Unless we otherwise agree in writing, all payments you make to us under this Agreement will be applied in the order we may decide in our sole discretion. We will not be bound by any instructions for allocation you specify.

8.09 Right of Offset. We have the right, at any time before or after termination of this Agreement, without notice to you, to offset any amounts or liabilities that you may owe to us or any affiliate against any amounts or liabilities that we may owe you under this Agreement or any other agreement, loan, transaction or relationship between the parties.

8.10 Books and Records. You will maintain complete and accurate accounting books and records relating to the Franchised Business in accordance with generally-accepted accounting principles, subject to this Agreement and/or other reasonable accounting standards we may specify periodically. Your books and records must reflect all sales made and other business activities conducted by you in connection with the Franchised Business, the Unit, and the System or Marks. If we require, you will use the approved suppliers we specify, including any approved supplier of bookkeeping services, bill paying services, accounting services, and payroll services.

8.11 Reports. You will prepare written periodic reports, in the forms required by the System Standards, containing the information we require about your operations during each reporting period. You will submit all required weekly reports by Monday each week for the preceding business week (Sunday through Saturday). You will submit all required monthly reports (if any) to us within 5 days after the month to which they relate. You will submit all other reports within the time period required by the System Standards. You will prepare and submit other reports and information about your operations as we may reasonably request in writing or as required by the System Standards. We may require, at our option, that certain reports you are required to submit be certified as accurate and complete by you, your owners or your chief financial officer, and that certain reports be submitted using the formats and communication media that we specify. When submitted to us, all reports become our property and may be used or disclosed by us as provided or in combination with other information as we determine is in the interest of the System.

8.12 Financial Statements. You will deliver to us, no later than 30 days from the end of each of your fiscal quarters, a profit and loss statement covering the Franchised Business for the relevant quarter and a balance sheet of the Franchised Business as of the end of that quarter, all of which you must certify as complete and accurate. You must prepare all financial statements in any format we may require. In addition, you must, within 30 days after we request, deliver to us a financial statement, certified as accurate and complete, in a form which is satisfactory to us and which fairly represents your total assets and liabilities.

8.13 Tax Returns. Within 30 days after filing and each time we may request, you will furnish us with a copy of each of your reports and returns of sales, use and gross receipt taxes and complete copies of any state or federal income tax returns covering the operation of the Franchised Business.

8.14 Ownership Information. Within 5 days after any change in the entity information in *Exhibit B* and each time we request, you will furnish to us an updated list of all holders of legal and beneficial interests in your business entity, together with description and percentage of ownership amount, and addresses and telephone numbers of each owner, all certified in writing as being accurate and complete. If any of your general partners, officers, directors or limited liability company managers cease to serve in that capacity, you will notify us within 5 days after the cessation. If there is to be any change in any of your owners, officers, directors or limited liability company managers, you will request our prior written approval under Section 15.02. Any new owner must execute an Owners Agreement with us, unless this requirement is specifically waived by us, in writing.

8.15 Record Retention. You will retain copies of all reports, and originals or copies of all other information, books, records, and other materials relating to operation of the Franchised Business for a period of 5 years following their respective dates, or any longer period required by applicable law.

9. SYSTEM STANDARDS AND MANUAL

9.01 System Standards. At present, the System includes (a) our trade secrets and other intellectual property, including Confidential Information (as defined in Section 11.01), the Manual and know-how; (b) marketing, advertising, publicity, public relations and other promotional materials and programs; (c) System Standards; (d) training programs and materials; and (e) service quality and customer satisfaction standards and programs. You acknowledge and agree that every detail of the System is important to us and all of our franchisees in order to develop and maintain high and uniform operating standards, to increase the demand for the items and services marketed by all franchisees, and to protect our reputation and goodwill. You will strictly comply with all of the mandatory System Standards in the Manual or that we otherwise provide to you in writing.

9.02 Modification of the Manual. We may, in our sole discretion, change, delete from or add to the System, including any of the System Standards, by providing you with written notice thereof, or by modification of the Manual; however, no modification will alter your fundamental rights or status under this Agreement. You will implement all mandatory modifications promptly after written notice from us. If there is a dispute as to the contents or meaning of any part of the Manual, the version we maintain at our principal office will be controlling. The Manual is confidential and will remain our property.

9.03 Ownership of the System. We or our affiliates own all rights, title and interest in and to the System. You will not acquire any proprietary interest in the System. Your right to use the System is a license, derived solely under this Agreement. Unauthorized use of the System by you will constitute a material breach of this Agreement.

9.04 System Improvements. All present and future distinguishing characteristics, improvements and additions to, or associated with, the System by us, you or others, and the associated goodwill will be our property, and will exclusively benefit us. If you develop any concept, process, service, or improvement in the operation or promotion of the Unit or Franchised Business, such concept, process, service, or improvement will automatically become our property, and we may use or disclose it to others without any obligation to compensate you for it.

9.05 Variations. You acknowledge that it may not be possible or practical for us to require complete and detailed uniformity under the various types of conditions different franchisees may face, and under changing customer needs and market conditions. Accordingly, we specifically reserve the right to vary standards for any franchisee based upon the particular situation involved, local conditions, existing business practices, or any other factor that we consider important to the successful operation of the particular franchisee's business. You will have no rights or claims against us for any variation from standard specifications and practices granted to any other franchisee, and you are not entitled to the same or similar variation.

10. MARKS

10.01 Ownership of the Marks. You acknowledge that we or our affiliates own all rights, title and interest in and to the Marks. You will not acquire any proprietary interest in the Marks, and you will not challenge ownership of the Marks or our right to use the Marks. Except as expressly provided in this Agreement, you will not acquire any rights in the Marks. Your right to use the Marks is a license, derived solely under this Agreement.

10.02 Registration. We or our affiliates have taken and will take all steps reasonably necessary, in our and their sole opinion, to preserve and protect ownership of, and the validity of, the Marks. You will not apply for governmental registration of the Marks, or contest the registration status of the Marks. You will display the Marks, and give notice of trademark registration and claims in the following manner: "Yumberry BowlSM" (or as otherwise required in the Manual). You will cooperate fully and in good faith with us and our affiliates for the purpose of maintaining registrations and prosecuting applications for the Marks, and otherwise securing and preserving their rights in and to the Marks.

10.03 Use of the Marks. You will not use the Marks unless you have our prior express written consent. Before each intended use of any material of any nature which bears any of the Marks, you will submit to us samples of the materials. You will use the Marks only as expressly authorized by this Agreement, the Manual or as we otherwise provide in writing. Unauthorized use of the Marks by you will constitute a breach of this Agreement, and an infringement of our rights in and to the Marks. You will take all steps necessary or appropriate to preserve the goodwill and prestige of the Marks. You will use the Marks only in connection with the Franchised Business. You will not use any Mark in your corporate name or legal name, but you may use a Mark in an assumed business or trade name as described on *Exhibit A*, or if you first obtain our prior express written consent. You will not use any Mark with any prefix, suffix or other modifying trademarks, logos, words, terms, designs or symbols or in any modified form. You will not use any Mark in

connection with any unauthorized item or service, or in any manner not expressly authorized under this Agreement.

10.04 Benefits of Usage. All usage of the Marks and any goodwill associated with the Marks will exclusively benefit us and our affiliates. All present and future service marks, trademarks, copyrights, service mark registration and trademark registration used or to be used as part of the System, and the associated goodwill, will be the property of us or our affiliates, and will inure solely to our and their benefit. Upon the expiration or termination of this Agreement for any reason, no monetary amount will be assigned or payable to your as attributable to any goodwill associated with your use of the Marks.

10.05 Infringement and Litigation. You will promptly notify us in writing of (a) any adverse or infringing uses of the Marks (or names or symbols confusingly similar), Confidential Information (as defined in Section 11.01) or other System intellectual property, and (b) any threatened or pending litigation related to the Marks or System against (or naming as a party) you or us, of which you become aware. We or our affiliates will handle disputes with third parties concerning use of all or any part of the Marks or System in any manner we or they deem appropriate, in our or their sole discretion. You will cooperate fully and in good faith with our or their efforts to resolve these disputes. We or our affiliates may bring suit in your name or join you as a party to the relevant proceedings. We or our affiliates may resolve any dispute by obtaining a license of the property for you at no expense to you, or by requiring that you discontinue using the infringing property or modify use to avoid infringing the rights of others. We need not initiate suit against imitators or infringers who do not, in our sole opinion, have a material adverse impact on the Franchised Business, and we need not initiate any other suit or proceeding to enforce or protect the Marks or System in a matter that we do not believe, in our sole opinion, to be material. We will defend you against any third-party claim, suit, or demand arising out of your use of the Marks. If we determine in our sole discretion that you have used the Marks in accordance with this Agreement, we will bear the cost of your defense, including the cost of any judgment or settlement. If we determine in our sole discretion that you have not used the Marks in accordance with this Agreement, you must bear the cost of your defense, including the cost of any judgment or settlement. If there is any litigation relating to your use of the Marks, you will sign all documents and do all acts as may be necessary in our opinion to carry out the defense or prosecution, including becoming a nominal party to any legal action. Except to the extent that any litigation results from your use of the Marks in a manner inconsistent with the terms of this Agreement, we will reimburse you for your out-of-pocket litigation costs in cooperating with us in the litigation.

10.06 Substitution of Marks. We reserve the right to substitute different proprietary marks for use in identifying the System, the businesses operating under the System, and/or the items or services offered, if the Marks no longer can be used, or if we, in our discretion, determine that substitution of different proprietary marks will be beneficial to the System. In these circumstances, the use of the substituted proprietary marks will be governed by the terms of this Agreement, and we will not compensate you for the costs of any substitution. You will promptly implement any substitution, at your own expense.

11. CONFIDENTIAL INFORMATION

11.01 Confidential Information. We possess certain non-public trade secrets, proprietary information, technical data, or know how which relate to our business, System, services or items, or to a Franchised Business, including the Manual, System Standards, quality-control systems, training materials, and information regarding salary, research, items, services, developments, inventions, processes, techniques, recipes, designs, marketing, finances, and operations (collectively, "Confidential Information") that we will provide to you. You will also obtain other Confidential Information during the term of this Agreement. You acknowledge that your entire knowledge of the operation of a restaurant Unit or food truck or trailer Unit, including the methods of establishing and operating this type of unit, preparing and selling superfood bowls and smoothies, and the related specifications, standards and procedures involved in the operation of a Unit are derived solely from Confidential Information we disclosed (or will disclose) to you.

11.02 Protection of Confidential Information. You will use the Confidential Information only in the operation of the Franchised Business, and you will not disclose Confidential Information to others, except as expressly authorized by this Agreement. You will take all appropriate actions to preserve the confidentiality of all Confidential Information. Access to Confidential Information must be limited to only your owners and employees who need the Confidential Information to perform their jobs and who are subject to your general policy on maintaining confidentiality as a condition of employment or who have first signed a confidentiality agreement for our benefit. You will not copy or permit copying of Confidential Information. Your obligations under this section begin when you sign this Agreement and continue for trade secrets as long as they remain secret, and, for other Confidential Information, for as long as we continue to use the information in confidence (even if edited or revised) plus 3 years. We will respond promptly and in good faith to any inquiry by you about continued protection of any Confidential Information.

11.03 Disclosure of Confidential Information. Notwithstanding anything to the contrary in this Section 11, you may disclose Confidential Information if you are required by law to disclose it, provided that you give us at least 10 days' notice, if feasible, of your intent to disclose. You may also disclose Confidential Information to your attorneys, accountants, financial and investment advisors, bankers or lending institutions, and other advisors and consultants of a similar nature, provided that any disclosure is only to the extent necessary for your advisors to perform their services for you, and provided that these persons have the obligation to, or otherwise agree, to keep the Confidential Information confidential. At our request, you will require that your officers and other employees sign covenants to maintain the confidentiality of any Confidential Information, and these covenants will be in a form acceptable to us and will identify us as a third-party beneficiary with the independent right to enforce them.

12. INSPECTIONS AND AUDITS

12.01 Inspections and Audits. You grant to us and our employees, representatives and agents the right to access all areas of the Unit, including your offices and storage areas for the purpose of inspecting and auditing the Franchised Business. For a food truck or

trailer Unit, you also grant to us and our employees, representatives and agents the right to access all relevant areas of parking area, commissary, commercial kitchen and any other area you use in connection with operation of the Unit or Franchised Business. You will permit our employees, representatives and agents to perform inspections of your operations (including your equipment, furnishings, fixtures, décor, signs, inventory and supplies), files, documents, records, items and Mark usage, to access your point-of-sale system and computer system and communication system, and to audit your bank, tax, financial and operating books and records relating to the Franchised Business, with or without prior notice of the inspection or audit. The inspections and audits will occur during normal business hours, although we may observe your operations and accounting activity at any time. You and your owners, officers, managers, employees, staff, agents and representatives must fully and promptly cooperate with us and our representatives, inspectors and auditors in the performance of their duties. You will permit our representatives, inspectors and auditors to, among other things: take photographs, video recordings, or sound recordings; interview you, your owners, your managers, employees, staff, agents, and representatives; interview your customers; make copies in any format of your books, records and other documents relating to the Franchised Business; duplicate computer files and print reports; and take samples of documents, inventory, supplies, items, products and other materials, without charge.

12.02 Unapproved Items and Services. You acknowledge that the offer or sale of any unapproved items or services or any use of unapproved inventory, supplies or equipment in connection with the Unit, Franchised Business, System or Marks constitutes a material breach of this Agreement and good cause for termination of this Agreement. You authorize us to cure any default under this Section 12.02 on your behalf by removing and disposing of any unapproved inventory, supplies, equipment and other items from the Unit or Franchised Business. Any dispute between you and us as to whether any item, service or equipment is approved will be governed by the official lists we maintain at our principal place of business. You grant us all of your right, title and interests in and to any unapproved inventory, supplies, equipment and other items used in the Franchised Business. You acknowledge that we have the right to physically remove any unapproved inventory, supplies, equipment and other items from the Franchised Business, and to dispose of them in any way we desire, without any compensation to you. The remedies available to us under this Section 12.02 will not affect our other remedies under this Agreement (including termination).

12.03 Other Corrective Action. If we notify you of any deficiencies in the operation of the Unit pursuant to this Agreement which are detected during an inspection or which otherwise become known to us, you will take the steps that we may require to correct all deficiencies within the time period we specify.

12.04 Payments. You will pay us any underpayment of, and we will pay to you or credit your account for any overpayment of, royalty fees, marketing fees and/or other fees discovered by an audit.

12.05 Audit and Inspection Costs. You will pay us for the reasonable travel, transportation, lodging and meal expenses, accounting costs, legal costs, and other audit

and inspection costs we incur if you or your owners, officers, managers, employees, agents or representatives fail to fully and promptly cooperate with our auditors or inspectors, or if the audit reveals that you paid us less than 97% of the correct amount of fees for any payment period. We may publish or disclose the results of our inspections and audits. Our rights under this Section 12.05 survive for 2 years after expiration or termination of this Agreement, or any Transfer.

13. RELATIONSHIP OF THE PARTIES

13.01 Independence. You are an independent contractor operating your own business as a franchisee of ours. You are not our partner, legal representative or agent, and you have no power to obligate us for any purpose whatsoever. We and you have a business relationship based entirely on, and limited by, this Agreement (and the exhibits hereto). No partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this Agreement. You will exercise full and complete control over, and have full responsibility for, all of your contracts, daily operations, employee relations, employment practices and policies, including the recruitment, selection, hiring, disciplining, firing, compensation, work rules, and schedules of your employees. At all times, including in connection with all uses of any of the Marks, in connection with the operation of the Unit and the Franchised Business, and in connection with all dealings with customers, suppliers, public officials, the general public, and others, you will conspicuously indicate your status as an independent contractor, including in all contracts, advertising, publicity, promotional and other marketing materials, and on any signage and uniforms, and in the manner as specified in the Manual or as we otherwise may require. You will not make any express or implied agreements, guarantees or representations, or incur any debt in our name or on our behalf. You will not represent that the relationship between you and us is anything other than a franchise relationship. We will not be obligated by or have any liability under any agreements or representations made by you, and we will not be obligated for any damages to any person or property directly or indirectly arising out of the operation of the Unit or the Franchised Business. The parties acknowledge and agree that any restrictions imposed upon you under this Agreement are intended to protect our legitimate interests in the public image and reputation of our Marks, trade name and business, to protect the Confidential Information and other proprietary rights of us and our affiliates, and to maintain the System Standards that are a hallmark of our franchise system. The parties acknowledge and agree that any restrictions imposed upon you under this Agreement are not intended to control or otherwise affect the time, manner or method of your day-to-day operation of the Franchised Business.

13.02 Joint Status. If you comprise 2 or more persons or entities (notwithstanding any agreement, arrangement or understanding between or among these persons or entities), the rights, privileges and benefits of this Agreement may only be exercised and enjoyed jointly. The liabilities and responsibilities under this Agreement will be the joint and several obligations of all these persons or entities.

14. INSURANCE AND INDEMNIFICATION

14.01 Insurance Coverage. Before your Unit first opens for business, you will obtain insurance in the types and amounts we require (as specified in our franchise disclosure document and System Standards). You will maintain all required insurance in force during the term of this Agreement, and you will obtain and maintain any additional or substituted insurance coverage, limits and amounts as we may periodically require. An insurance carrier rated A or better by A.M. Best & Company, Inc. or meeting other criteria we may establish from time to time must issue all insurance policies, except workers compensation insurance. All liability insurance policies must name us and any subsidiaries and affiliates that we designate, as additional insureds, and provide us with 30 days' prior written notice of termination, expiration, cancellation or modification of any policy. The terms and conditions of all policies, including the amount of any deductibles, will be consistent with the requirements we prescribe. We may also reasonably increase the minimum liability requirements annually and otherwise modify the insurance requirements, and you agree to promptly comply with the new requirements. You must provide us annually with satisfactory evidence of the renewal or extension of each insurance policy or any modifications to any insurance policy that must describe the applicable coverages, limits and deductibles for each policy. Your insurance policies must include a waiver of subrogation by the insurer against us. If you fail to purchase required insurance conforming to our standards, we may obtain insurance for you, and you must promptly sign any documents required and pay to us on demand any amounts we incur on your behalf for this insurance. You will promptly notify us of any claim made against you under any of your insurance policies. Your compliance with these insurance provisions does not relieve you of any liability under any indemnity provisions of this Agreement.

14.02 Proof of Insurance. Before your Unit first opens for business, you will provide us with a copy of each certificate of all required insurance policies. You will promptly provide us with copies of each certificate for all renewal or replacement insurance policies. Within 10 days after we request, you will provide us with a copy of any of your insurance policies we request.

14.03 Franchisee Liability. You acknowledge and agree that, as between you and us, you will be solely and exclusively liable for any damage to or loss of the Unit, the Unit premises, furnishings, fixtures, equipment, décor, signs, inventory, supplies, and other personal property of any person or entity caused by or resulting from the negligent or intentional action or misfeasance by you, your employees, agents, contractors, invitees or customers. You further acknowledge and agree that, as between you and us, you will be solely and exclusively liable for any death or personal injury caused by or resulting from the negligent or intentional action or misfeasance by you, your employees, agents, contractors, invitees or customers. You further acknowledge and agree that you will be solely and exclusively liable for any Losses and Expenses (defined below) within the scope of Section 14.04. This paragraph is not intended and does not convey any benefit to any third party.

14.04 Your Indemnification of Us. Independent of your obligation to procure and maintain insurance, you will indemnify, defend and hold us and our affiliates, the respective officers, directors, partners, shareholders, employees, agents and contractors of these entities, and the successors, assigns, personal representatives, heirs and legatees of all of these persons or entities, (collectively, the “Indemnitees”) harmless, to the fullest extent permitted by law, from and against all payments or obligations to make payments either (a) to or for third party claimants by any and all Indemnitees, including refunds, or (b) incurred by any and all Indemnitees to investigate, respond to or defend a matter, including investigation and trial charges, costs and expenses, attorneys’ fees, experts’ fees, court costs, settlement amounts, judgments and costs of collection (collectively, “Losses and Expenses”), incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, actually or allegedly, directly or indirectly, relating to, arising out of, or resulting from or in connection with: any transaction, occurrence or service involving the Franchised Business or the Unit; your marketing, selling, or providing of items and services; and any breach or violation of any agreement (including this Agreement), or any law, regulation or ruling by, or any act, error or omission (active or passive) of, you, any party associated or affiliated with you or any of the owners, officers, directors, managers, employees, staff, agents, representatives and contractors of you or your affiliates. Losses and Expenses include those arising from latent or other defects of your Unit, whether or not discoverable by us, those arising from the death or injury to any person, and those arising from damage to the property of any person, WHETHER OR NOT SUCH LOSSES AND EXPENSES WERE ACTUALLY OR ALLEGEDLY CAUSED IN WHOLE OR IN PART THROUGH THE ACTIVE OR PASSIVE NEGLIGENCE OF ANY INDEMNITEE, OR RESULTED FROM ANY STRICT LIABILITY IMPOSED ON ANY INDEMNITEE.

14.05 Your Indemnification Duties. You will respond promptly to any matter described in Section 14.03, and defend the Indemnitee. You will reimburse the Indemnitee for all costs of defending the matter, including attorneys' fees, incurred by the Indemnitee if you or your insurer does not assume defense of the Indemnitee promptly when requested. We have the right to approve any resolution or course of action in a matter that could directly or indirectly have any adverse effect on us, the Marks or the System, or could serve as a precedent for other matters.

14.06 Our Indemnification of You. We will indemnify, defend and hold you harmless from and against all investigation and trial charges, costs and expenses, attorneys’ fees, experts’ fees, court costs, settlement amounts, judgments and costs of collection incurred by you in any action or claim, actually or allegedly, arising out of or resulting from or in connection with the gross negligence or intentional misconduct of us or any of our employees while acting within the course and scope of their employment.

15. TRANSFERS

15.01 Transfer by Us. We have the unrestricted right to transfer or assign all or any part of our rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of our obligations under this Agreement, the assignee will expressly assume and

agree to perform these obligations, and will become solely responsible for all of our obligations under this Agreement from the date of assignment. Without limiting the foregoing, you expressly acknowledge that we may sell our assets, Marks, or System; may sell our securities in a public offering or in a private placement; may merge, acquire other corporations, or be acquired by another corporation; and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring.

15.02 Transfer by You. You acknowledge that the rights and duties set forth in this Agreement are personal to you, and that we have granted these rights in reliance on your business experience, skill, financial resources and personal character (and that of your owners, officers, directors, Manager and guarantors, if any). Accordingly, neither you, nor any immediate or remote successor to any part of your interest in this Agreement, nor any individual, partnership, corporation, or other legal entity which directly or indirectly owns any interest in you will sell, encumber, assign, transfer, convey, pledge, merge or give away any direct or indirect interest in this Agreement, or in you, or in all or substantially all of the assets of the Franchised Business (collectively, a "Transfer"), unless we consent and all of the requirements of Section 15.03, 15.04 and Section 15.05 (as applicable) are satisfied. Any transaction requiring our consent under this Section 15.02 for which our express written consent is not first obtained will be void as between you and us. In that event: we may terminate this Agreement under Section 16.01; you will remain responsible for performing the post-termination obligations in Section 17; and the purported transferee may not operate the Franchised Business under the Marks or the System.

15.03 Transfer Conditions. We may, to the extent permitted by applicable law, condition and withhold our consent to a Transfer, when required under Section 15.02 until the transferee and you meet certain conditions. If a Transfer is to occur: (a) the proposed transferee must apply for a Yumberry BowlSM franchise and must meet all of our then-current standards and requirements for becoming a Yumberry BowlSM franchisee, in our sole discretion; (b) you or the proposed transferee must provide to us in writing the circumstances of the proposed Transfer; (c) the proposed transferee must provide to us the same supporting documents as a new franchise applicant; (d) you or the proposed transferee must pay us a transfer fee of \$7,500; (e) the proposed transferee must sign the form of franchise agreement we then offer to prospective franchisees, which agreement will generally provide for a new term equal to the remaining term of this Agreement, and the transferee's owners will sign the form of owners agreement we then require of franchisees' owners; (f) the proposed transferee and its manager must complete to our satisfaction the initial training then required for new franchisees and their managers (at your or their expense, including our then current initial training fee and expenses); (g) you or the proposed transferee must refurbish the Unit to conform to our then-current standards and specifications; (h) we must receive general releases from you and each of your owners, and payment of all amounts then owed to us and our affiliates by you and your owners and affiliates, and the transferee and its owners and affiliates, under this Agreement or otherwise; (i) you must not be in default under this Agreement or any other agreement with us or any of our affiliates; (j) you must give us at least 30 days prior written notice of any proposed Transfer; and (k) you or the transferee must

provide us with any additional information that we may reasonably request. We may withhold consent to the proposed transfer until all of these conditions are completely satisfied.

15.04 Transfer to Entity. For convenience of ownership, you may assign this Agreement to an entity formed under the laws of the state where the Unit is located, which has the same ownership and control, subject to the requirements of Section 15.02 and subject to those conditions in Section 15.03 that we specify, in our sole discretion. If this Agreement is assigned by you (if you are an individual) under this Section 15.04, the entity must be wholly owned by you, and you must sign the Owners Agreement. If this Agreement is assigned you (if you are an entity) under this Section 15.04, the entity must be wholly owned by all of your owners in the same percentage ownership as their ownership of you, and each of your owners must sign the Owners Agreement. Assignment to an entity under this Section 15.04 will not affect any obligations or liability you may have at the time of the assignment. Notwithstanding Section 15.03(d), you will pay us a transfer fee of \$500 for any assignment under this Section 15.04.

15.05 Right of First Refusal. Any individual or entity holding any direct or indirect interest in this Agreement or in a substantial portion of the assets of the Unit or in you (if you are an entity) and who desires to accept any bona fide offer from a third party to purchase the relevant interest or assets must notify us in writing of each offer, and must provide the information and documentation relating to the offer as we may require. We have the right and option, exercisable within 30 days after receipt of this written notification, to send written notice to the seller that we or our designee intend to purchase the seller's interest on the same terms and conditions offered by the third party. If we or our designee elect to purchase the seller's interest, closing of the purchase will occur within 60 days from the date of notice to the seller of the election to purchase by us or our designee. If we decline to purchase the seller's interest, the seller will have 90 days from the date it gives written notice to us of its purchase offer to sell its interest on the same terms and conditions and to the same transferee as described to us in the written notice. Any material change thereafter in the terms of the offer from a third party will constitute a new offer which will be subject to our right of first refusal under this Agreement. Our failure to exercise the option afforded by this Section 15.05 will not constitute a waiver of any other provision of this Agreement, including all of the other requirements of Section 15.03 with respect to the proposed Transfer. If the consideration, terms or conditions offered by a third party are of the type that we or our designee may not reasonably be able to furnish the same consideration, terms or conditions, then we or our designee may purchase the relevant interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration terms or conditions offered by the third party, then the parties will mutually select an independent appraiser. The appraiser will then have up to 30 days to determine a reasonable cash equivalent, which will be determinative; however, we may decline to purchase the seller's interest following the appraisal for any reason or no reason. The parties will split the costs of the appraisal.

15.06 No Waiver. Our consent to a Transfer hereunder will not constitute a waiver of any claims we may have against you or the transferring party or our right to demand exact compliance with any provision of this Agreement.

15.07 Divorce, Incapacity or Death. Upon the death, incapacity or divorce of you (if you are an individual) or in a majority owner of you (if you are an entity) which will or may result in the assumption of ownership or control of the Franchised Business by an unapproved owner, we will have the right to purchase some or all of the assets of the Franchised Business under Section 17.11. If we exercise this right, you and your majority owner (in the event of divorce), or the guardian, attorney in fact, executor, administrator, personal representative, trustee or heirs of the relevant person (in the event of death or incapacity) must fully cooperate with us in an orderly transfer. If we do not elect to exercise this right, you, your majority owner, or the guardian, attorney in fact, executor, administrator, personal representative, trustee or heirs of the relevant person must transfer the relevant interest to a third party approved by us as soon as practically possible, and in no event more than 6 months after the relevant death, divorce or incapacity, unless you have our prior express written consent. This transfer, including any transfer by devise or inheritance, will be subject to the same conditions as other Transfers under this Agreement. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of the relevant person are unable or unwilling to meet the conditions in Section 15.03, the executor, administrator, trustee or personal representative of the deceased person will have a reasonable time (but no longer than 6 months) to dispose of the interest in the Franchised Business, which will be subject to all the terms and conditions for Transfers contained in this Agreement. If the interest is not disposed of within 6 months following the relevant death or incapacity, we may terminate this Agreement under Section 16.02.

16. DEFAULT AND TERMINATION

16.01 Termination by Us Without Right to Cure. You will be deemed to be in material uncurable default under this Agreement, and we may terminate this Agreement for good cause effective immediately upon delivery of notice of termination to you, for any of the following grounds: (a) you are judged a bankrupt, become insolvent, make an assignment for the benefit of creditors, are unable to pay your debts as they become due, a petition under any bankruptcy law is filed against you, or a receiver or other custodian is appointed for a substantial part of the assets of the Unit; (b) you or any of your owners are convicted of a felony or other crime which we reasonably consider to impair the goodwill associated with the Marks; (c) you or any of your owners engage in any activity that could reasonably be characterized as fraudulent, dishonest, immoral or indecent; (d) you or any of your owners engage in any other activity which we reasonably consider to impair the goodwill associated with the Marks; (e) you or your owners made any material misrepresentation or omission in the application for the Franchise; (f) you make an unauthorized Transfer; (g) the interest of a deceased or permanently disabled person is not timely Transferred to an approved transferee in accordance with the terms of this Agreement; (h) you intentionally understate the Unit's revenues in any report or financial statement; (i) you commit any 4 or more defaults under this Agreement within any 12-month period or any 2 defaults under the same provision of this Agreement with a similar factual basis, as

reasonably determined by us, within any 12-month period, regardless of whether any such default is cured; (j) you fail to operate or keep the Franchised Business open for the required hours and days of operation unless you have our prior express written approval; (k) you default under any loan, lending agreement, mortgage, deed of trust or lease with any party covering the Unit, and the other party treats the relevant act or omission as a default, and you fail to timely cure the default; (l) you terminate your lease covering the Unit or this lease expires, and you and we do not reach agreement on another suitable location and a re-opening schedule for your Unit before this termination or expiration of your lease; (m) you fail to begin operation of the Unit within the time period required under Section 4.07; (n) you sell, offer for sale, or give away at the Unit any items or services which have not been previously approved by us in writing, or which have been subsequently disapproved, and you fail to cease these sales or gifts within 24 hours after receipt of notice by us; (o) you suffer termination of any other agreement with us or any of our affiliates; or (p) we make a reasonable determination that continued operation of the Franchised Business by you could result in an imminent danger to public health or safety, or welfare.

16.02 Termination by Us With 10-Day Cure Period. If (a) you fail or refuse to timely pay any amounts owed to us or any of our affiliates, or (b) you fail to obtain or maintain insurance as required by this Agreement, or (c) you (or your primary owner, if you are an entity) die or become incapacitated or disabled to the point where in our reasonable opinion you are (or your primary owner is) unable to reasonably fulfill your material obligations under this Agreement, we may, at our option, terminate this Agreement by first giving you 10 days' written notice of default. If you do not cure any such default within this 10-day period (such as by paying amounts owed, obtaining required insurance, or designating a person to be responsible for the overall operation of the Franchised Business, who we have the right to approve), then we may terminate this Agreement for good cause effective upon delivery of notice of termination to you (or upon such later date as we may specify).

16.03 Other Termination by Us. Except as provided in Sections 16.01 and 16.02, if you are in any other default under the terms of this Agreement, we, at our option, may terminate this Agreement by giving you 30 days' written notice of default. If you do not cure any the default within this 30-day period, we may terminate this Agreement for good cause effective upon delivery of notice of termination to you.

16.04 Additional Remedies. If we have the right to terminate this Agreement, we may, in our discretion, elect not to terminate this Agreement and, instead to limit or revoke your territorial protections. We may deny you the benefits of the System for any default under this Agreement, and discontinue System benefits to you for the duration of the default. We may institute proceedings to collect amounts due under this Agreement without first issuing a default or termination notice. Our consent or approval as may be required under this Agreement or the System Standards may be withheld while you are in default under this Agreement or may be conditioned on the cure of all of your defaults. Our termination of this Agreement pursuant to this Section 16 will be in addition to all other remedies, in law or in equity, available to us.

16.05 Governing State Law. If a longer notice or cure period or a different good cause standard is prescribed by applicable law, this law will apply to any termination of this Agreement. In that case, the terminating party may terminate this Agreement after complying with applicable law.

16.06 Termination by You. You may terminate this Agreement if we have committed a material breach this Agreement and have failed to cure the breach within 90 days after we receive written notice of the breach from you.

17. POST TERMINATION RIGHTS AND OBLIGATIONS

17.01 Cease Use of System and Marks. Upon the expiration or termination of this Agreement by any means or for any reason, you will immediately cease to be a franchisee of ours and you will cease to operate the Unit under the System or Marks. You will also immediately cease to use, in any manner whatsoever, any methods, procedures, or techniques associated with the System and cease to use the Marks. Unless otherwise approved in writing by us, you will return to us all copies of materials bearing the Marks. You will not, directly or indirectly, represent to the public that the former Franchised Business is or was operated or in any way connected with the System or hold yourself out to the public as a present or former franchisee of ours.

17.02 Payment of Amounts Owed. Upon the expiration or termination of this Agreement by any means or for any reason, you will immediately pay all sums you owe us and our affiliates. Upon termination for any default by you, the sums you owe will include actual and consequential damages, costs, and expenses, including reasonable attorneys' fees and court costs, we incur as a result of your default.

17.03 Return Manual and Other Materials. Upon the expiration or termination of this Agreement by any means or for any reason, you will immediately return to us the Manual, any training materials, other proprietary information, all trade secrets and confidential materials owned or licensed by us, and all copies thereof. If you fail to return the Manual to us within 5 days after any expiration or termination of this Agreement, you must pay the manual replacement fee specified in Section 7.04. You must also comply with all of your obligations under any supply agreement you may have with us or any of our affiliates (including any obligation to return proprietary products and products bearing any of our Marks).

17.04 Change of Identification. If we do not exercise our purchase right under Section 17.11 following the termination or expiration of this Agreement, or if you fail or refuse to comply with Section 17.11, we will have the option of requiring you to change the identification of the Unit as provided in this Section 17.04. Upon the expiration or termination of this Agreement by any means or for any reason, you will, upon our request, immediately remove or obliterate (at our option) the Marks from all marketing materials, supplies, signage and other items bearing any Marks. You will follow the other steps we may require in the Manuals or otherwise in writing for changing the identification of your Unit and/or operations. You will promptly paint over or remove the distinctive System trade dress, color schemes, signage and other physical features. You will not use any

reproduction, counterfeit copy, or colorable imitation of the Marks either in connection with any business or the promotion thereof, which is likely to cause confusion, mistake, or deception or which is likely to dilute our exclusive rights in and to the Marks, and you will not utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with us so as to constitute unfair competition. You will make modifications or alterations to the Unit immediately upon expiration or termination of this Agreement as may be necessary to prevent any association between us or the System and any business later operated by you or others, and will make specific additional changes thereto as we may reasonably request for that purpose. You hereby irrevocably and exclusively appoint us as your attorney-in-fact to ensure your compliance with your obligations under this Section 17.04. If you fail or refuse to comply with the requirements of this Section 17.04, you hereby authorize us to make or cause to be made such changes as required under this Section 17.04, and you authorize us to enter the Unit, the Unit premises and any related parking area, storage area, commissary and commercial kitchen to make or cause to be made such changes. You acknowledge that law enforcement personnel are entitled to rely on this provision, and may be called upon to enforce our rights under this provision if you fail to cooperate with us. You agree to pay us upon demand all expenses we incur as your attorney-in-fact under this Section 17.04. We will exercise reasonable care in making these changes, but we will have no obligation or liability to restore your Unit to its condition before making these changes. We will have the right to remove or obliterate the Mark-bearing portion of your supplies and equipment, and you will promptly pay or reimburse us for our costs of doing so.

17.05 Transfer of Telephone Number and Listings. Upon the expiration or termination of this Agreement by any means or for any reason, you will immediately take whatever action we may require to transfer and assign to us or our designee all telephone numbers, and any associated white and yellow page telephone references and related advertisements. You acknowledge that we have the sole rights to and interest in all telephone numbers and any directory listings relating to any Mark, and you authorize us to direct the telephone company and all listing agencies to transfer all telephone numbers and any directory listings to us or our designee. If you fail or refuse to do so, the telephone company and all listing agencies may accept our direction as evidence of our exclusive rights in the telephone numbers and directory listings and our authority to direct the transfer. You agree to sign any written authorizations or pre-approved authorizations in the form prescribed by us directing the telephone company and any listing agencies to transfer all telephone numbers and any directory listing to us or our designee upon the occurrence of any termination or expiration. You appoint us as your attorney-in-fact for this purpose. You acknowledge that this power is coupled with an interest, and is therefore irrevocable. You will use your best efforts to assist us and our designee in an orderly transfer of these matters.

17.06 Cancel Assumed Name. You will take whatever action is necessary to cancel any assumed name or equivalent registration which contains the Marks, and you will furnish us with evidence satisfactory to us of compliance with this obligation within 10 days after termination or expiration of this Agreement. You acknowledge that your assumed name includes one or more of the Marks, and you authorize us to file appropriate papers for the

cancellation of your assumed name on your behalf if you fail to timely do so. You appoint us as your attorney-in-fact for this purpose. You acknowledge that this power is coupled with an interest, and is therefore irrevocable.

17.07 Customer Lists. Upon the expiration or termination of this Agreement by any means or for any reason, you must immediately provide to us all customer lists and contact information in your possession or control.

17.08 Non-Solicitation and Non-Competition. You will not, directly or indirectly, for a period of 2 years after the expiration or termination of this Agreement or any Transfer:

(a) engage in or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with, lend your name or any similar name to, or render services or advice to any business that owns or operates one or more restaurants or food truck or trailers offering primarily superfood bowls and/or smoothies within a 10 mile radius of your Unit's Territory; or

(b) engage in or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with, lend your name or any similar name to, or render services or advice to any business which owns or operates one or more restaurants or food truck or trailers offering primarily superfood bowls and/or smoothies within a 10 mile radius of the market area we reasonably assigned to any Unit owned or operated by us or any of our affiliates or franchisees; or

(c) solicit or attempt to solicit any customer of the Unit or any known customer of ours or any of our affiliates or franchisees; or

(d) solicit, employ, or otherwise engage as an employee, independent contractor, or otherwise, any person who is or was a known employee of ours or any of our affiliates or franchisees or in any manner induce or attempt to induce any known employee of ours or any of our affiliates or franchisees to terminate his or her employment; or

(e) interfere with the Unit's and/or our relationship with any person, including any person who at any time during the term of this Agreement was a known employee, contractor, supplier, or customer.

The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 17.08 is held unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which we are a party, you expressly agree to be bound by any lesser covenant imposing the maximum duty permitted by law that is subsumed within the terms of the covenant, as if the resulting covenant were separately stated in and made a part of this Section 17.08. You further expressly agree that the existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to the enforcement by us of the covenants in this Section 17.08. You

understand and acknowledge that we will have the right, in our sole discretion, to unilaterally reduce the scope of any covenant set forth in this Section 17.08 or any portion hereof, without your consent, effective immediately upon receipt by you of written notice thereof; and you agree that you will comply immediately with any covenant as so modified.

17.09 Other Post-Termination Obligations. Upon the expiration or termination of this Agreement by any means or for any reason, you will immediately and strictly comply with all other provisions of this Agreement pertaining to post-termination obligations.

17.10 Assignment of Lease. (Restaurant Unit Only) If we request, you will assign to us or our designee your lease for the Approved Location. The parties agree that the assumption of your tenant leasehold interest will occur immediately upon our written notice to you, irrespective of any landlord consent or other requirements. Utilities, property taxes, rent and similar ongoing expense items will be prorated between the parties as of the date we or our designee assume possession of the Unit premise. You will cause your owners, officers, directors and affiliates to execute and deliver all documents necessary to transfer the leasehold interests to us or our designee.

17.11 Right to Purchase.

(a) We will have the right, but not the obligation, to purchase some or all of the assets of the Franchised Business, including any truck, trailer, furnishings, fixtures, equipment, décor, signs, items, inventory, supplies and marketing materials, as well as all items bearing any Mark, at the lesser of your cost or fair market value. Before exercising any rights under this Section 17.11, we will have the right to enter the Unit, and any related storage area, parking area, commissary and commercial kitchen during reasonable hours to inspect the assets. If we elect to exercise our purchase rights, we will give you written notice of our intent to do so before, or within 30 days after, termination or expiration of this Agreement, and specify the particular assets we desire to purchase. For the avoidance of doubt, you acknowledge that we will purchase only the tangible assets designated in our notice to you, and under no circumstances will we make any payment to you for any asserted going-concern value, goodwill or other intangible rights or assets.

(b) If the parties cannot agree on fair market value within 5 days after we provide notice of intent to purchase, the parties shall together select an appraiser, and such appraiser's determination will be determinative of fair market value. If the parties have not agreed on an appraiser within 10 days after we provide notice of intent to purchase, then the parties agree to use the first appraiser on the randomly-ordered list of members of the Appraisal Institute (obtained by us from the Appraisal Institute's web site) who meets the following criteria: (1) is licensed or certified by the relevant state agency for commercial appraisals; (2) has at least 10 years' experience as a commercial appraiser in the same general market area as the relevant real property; (3) is available to complete the appraisal within 10 days after selection; and (4) is not affiliated or related (directly or indirectly) to either party. If the appraiser agreed upon by the parties or selected under the foregoing procedure does not complete the appraisal within 10 days after selection, then either party may request that a replacement appraiser be selected according to the same procedure. Notwithstanding any other provision of this Agreement, because your

cost of assets we elect to purchase will always be higher than their fair market value due to depreciation, we may unilaterally elect to pay your cost for the relevant assets rather than fair market value, and in such event the appraisal process provided in this section will not be applicable.

(c) If we elect to exercise our purchase rights, closing will take place as soon as practicable; provided, however, that in the event we have elected to pay cost for the assets, closing will be effective (and title to the assets will transfer to us) immediately upon us delivering payment to you via certified check or other good and immediately available funds. All purchased assets will be conveyed to us free and clear of all liens, encumbrances and liabilities. We will have the right to offset all amounts you owe to us or our affiliates, and the cost of the appraisal, if any, against any payment for the assets we may elect to purchase. The parties will execute and deliver customary transfer documents and instruments at the closing, including, if we elect, a purchase and sale agreement (collectively, the "Transaction Documents"). The Transaction Documents will contain customary representations, warranties and covenants, including an indemnification of us (or our designee) for all known or unknown liabilities relating to the Unit and the assets arising or accruing prior to the closing date. You will cause your owners, officers, directors and affiliates to execute and deliver all documents necessary to vest title in the purchased assets. You will require each of your owners, officers, directors and affiliates to agree that if any such person or entity does not execute and deliver any required documents to effectuate the purposes of this Agreement, each such person and entity shall irrevocably appoint you as its lawful attorney-in-fact with full power and authority to execute and deliver in its name all such required documents.

(d) Within 5 days after we provide notice of intent to purchase, you will deliver to us full and exclusive possession, control and operation of the Unit for the interim period before closing, and we will operate the Unit according to the System Standards on your behalf until the closing. At the closing, we will provide to you a full accounting for the revenues and expenses of the Unit during the time of our interim possession and operation, after deducting our standard on-site assistance fee and expenses as provided in Section 7.12 of this Agreement and after deducting any other amounts you owe to us or our affiliates. If for any reason beyond your control, the closing does not occur, then we will restore you to full and exclusive possession and of the Unit, subject only to our retention of our normal on-site assistance fee and expenses as specified in this Agreement and any other amounts you owe to us or our affiliates.

(e) The parties acknowledge and agree that it is in the best interest of both parties for the transactions contemplated by this Section 17.11 to occur as quickly as possible following our delivery of the notice of intent to purchase. The parties acknowledge and agree that the existence of any dispute will not operate to delay or excuse delay of the delivery of possession, control and operation of the Unit or operate to delay or excuse delay of the closing. The parties agree to make reasonable accommodations in order to transfer possession, control and operation of the Unit pending the closing, and to close the transactions contemplated by this section despite the existence of any dispute.

17.12 Survival of Certain Provisions. Sections 8, 11, 12, 14, 17, 18, and 19 survive termination or expiration of this Agreement (regardless of which party initiates termination or whether termination is wrongful) or a Transfer by you. You will continue to comply with your obligations under these sections following termination or expiration of this Agreement or a Transfer until the obligations, by their nature or by the relevant express provisions, expire.

18. DISPUTE RESOLUTION

18.01 Informal Dispute Resolution. Before initiating any arbitration or litigation proceeding for any dispute arising under or relating to this Agreement, the party intending to initiate the proceeding will notify the other party in writing of the existence and nature of the dispute. Within 15 business days after the other party's receipt of the notice, one of our officers or managers will meet with you or one of your owners, officers or Manager at our principal place of business, or other mutually-agreeable location (or via a virtual online meeting), to negotiate in good faith in an effort to resolve the dispute amicably. If this informal attempt to resolve the dispute is unsuccessful, either party may initiate arbitration as described in Section 18.02.

18.02 Binding Arbitration. Except for disputes having an amount in controversy less than \$10,000 and without limiting our rights and remedies under Section 16, the parties hereto acknowledge and agree that any dispute or controversy arising out of or relating to this Agreement not settled by informal negotiations will, at the request of either party, be settled by final and binding arbitration conducted in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association or its successor organization (the "AAA") as modified by the following provisions, on an individual basis (not a class action):

(a) **Notice of Arbitration.** Either party may initiate the arbitration proceeding by making a written demand to the other party, and both parties will then be obligated to engage in arbitration. The demand for arbitration must be served on the other party within the period provided by the applicable statute of limitations, and must contain a statement setting forth the nature of the dispute, the amount involved, if any, and the remedies sought. A demand for arbitration will not operate to stay, postpone or rescind the effectiveness of any termination of this Agreement. Arbitration will not proceed until any protest of arbitrability is resolved by an appropriate court, if necessary.

(b) **Selection of Arbitrator.** Arbitration will be conducted before a single arbitrator who is familiar with legal disputes of the type at issue and who has at least 10 years' experience as a lawyer or in the franchise business. The parties will mutually agree on the selection of the arbitrator; however, if the parties have not agreed on the selection of an arbitrator within 30 days after the arbitration demand, either party may request the AAA or successor organization, to appoint a qualified arbitrator.

(c) **Preliminary Conference.** Within 10 days after appointment of the arbitrator, the parties will meet with the arbitrator, in person or by telephone, for a preliminary conference. At the preliminary conference, the parties will establish the extent of and

schedule for discovery, including the production of relevant documents, identification of witnesses, depositions, and the stipulation of uncontested facts. At this preliminary conference, the date for the hearing will be set which will not, unless both parties agree, be more than 60 days after the date of the preliminary conference. At the preliminary conference, the arbitrator will set forth the procedures to be followed at the hearing.

(d) Discovery. Should a dispute arise over the extent of or propriety of any discovery request, the arbitrator will make a final determination after hearing each party's position. All discovery must be completed within 45 days after the preliminary conference, unless agreed otherwise by the parties.

(e) Statement of Case. At least 5 days before the scheduled hearing, each party must deliver to the arbitrator and to the other party a written summary of its position on the issues in dispute.

(f) Proceedings. Unless otherwise mutually agreed by the parties, all arbitration proceedings will be held in the city in which we then have our principal office, and will be no more than 5 days in duration.

(g) Arbitrator's Decision. In reaching its decision, the arbitrator must follow applicable law. The arbitrator will issue a detailed, reasoned, written decision within 10 days after conclusion of the proceedings, explaining the basis for the decision. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction, following the same standards of appellate review applied to judicial decisions. This decision will be binding upon both parties. The arbitrator will have authority to assess damages sustained by reason of any breach or wrongful termination of this Agreement, but will not have any authority to amend or modify the terms of this Agreement or to assess punitive damages. If a party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against the non-appearing party by default.

(h) Time Schedule. The parties will use due diligence to meet the foregoing time schedule, and the arbitrator will have the right to impose appropriate sanctions against any party who fails to comply with the agreed-upon time schedule. The arbitrator will use his best efforts to comply with the foregoing time schedule, but may unilaterally modify it, in his opinion, modification is necessary for a proper resolution of the dispute. The parties may jointly modify the agreed-upon time schedule, subject to the arbitrator's approval.

(i) Arbitration Expenses. The fees of, and authorized costs incurred by, the arbitrator will be shared equally by the parties, and each party will bear all of its own costs of arbitration; provided, however, that the arbitration decision will provide that the substantially-prevailing party will recover from the other party its actual costs and expenses (including arbitrator's fees and expenses, and attorneys' fees and expenses) incurred in connection with the dispute.

(j) Confidentiality. The entire arbitration proceedings and related documents are confidential. Except as necessary to enforce the decision of the arbitrator hereunder, all conduct, statements, promises, offers, views and opinions, whether oral or written, made

in the course of the arbitration by any of the parties, their agents, employees or representatives and by the arbitrator, are confidential. These matters will not be discoverable or admissible for any purposes, including impeachment, in any litigation or other proceeding involving the parties, and will not be disclosed to anyone who is not an agent, employee, expert witness, or representative for any of the parties; however, evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the arbitration.

(k) **Third Party Beneficiaries.** The parties acknowledge and agree that all claims (subject to Section 18.03) arising out of or relating to this Agreement in any way against or by any person or entity, whether a signatory to this Agreement or not, will be resolved through arbitration. You acknowledge that our affiliates, owners, officers, directors, representatives and agents are intended beneficiaries of this provision, and may enforce all rights herein in an arbitration proceeding. We will rely on this acknowledgement during its evaluation of whether to grant necessary approval of this Agreement.

18.03 Provisional Remedies. Despite the provisions of Sections 18.01 or 18.02, each party will have the right to seek from an appropriate court any provisional remedies, including declaratory relief, specific enforcement, temporary restraining orders or preliminary injunctions, before, during, after, or instead of informal dispute resolution or arbitration for protection of the Marks and other intellectual property, enforcement of confidentiality and non-competition obligations, or enforcement of post-term obligations. Neither party is required to await the outcome of any informal dispute resolution or arbitration before seeking provisional remedies. The seeking of provisional remedies will not be deemed to be a waiver of either party's right to compel informal dispute resolution or arbitration. You acknowledge that any failure to fully and strictly comply with Section 17 will result in irreparable injury to us for which there is no adequate remedy at law, and you agree that, in the event of any noncompliance with any of Section 17, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper. Any action seeking provisional remedies will be brought in any state or federal court within the jurisdiction in which we then have our principal office, or in any other state court or federal district court with proper jurisdiction. The parties consent to the exercise of personal jurisdiction over them by these courts, and to the propriety of venue in these courts for the purpose of this Section 18.03, and the parties waive any objections that they would otherwise have in this regard. Both parties waive the posting of any bond in connection with any provisional remedy.

18.04 Costs of Enforcement. If either party secures any provisional remedy pursuant to Section 18.03, or enforces any provision of this Agreement, or collects any amounts due under this Agreement by or through an attorney at law or collection agency, the other party will be liable for all costs and expenses of enforcement and collection including court costs and reasonable attorneys' fees and expenses (including the fair market value of any time expended by in-house legal counsel).

18.05 Jurisdiction. Disputes having an amount in controversy less than \$10,000 may be resolved by litigation. The parties agree that it is in their best interest to resolve disputes between them in an orderly fashion and in a consistent manner in the location where this

Agreement was entered into and where many of the relevant witnesses and documents are located. Therefore, the parties agree that any litigation relating to this Agreement or the operation of the Franchised Business will take place only in the federal or state court for the jurisdiction in which we then have our principal office; provided that we have the option to bring suit against any you in any state or federal court within the jurisdiction where your Unit is or was located or where any of your owners live. THE PARTIES CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION OVER THEM BY THESE COURTS, AND TO THE PROPRIETY OF VENUE IN THESE COURTS FOR THE PURPOSE OF THIS AGREEMENT, AND THE PARTIES WAIVE ANY OBJECTIONS THAT THEY WOULD OTHERWISE HAVE IN THIS REGARD. EACH OF THE PARTIES SPECIFICALLY WAIVES ANY DEFENSE OF INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING SO BROUGHT AND WAIVES ANY BOND, SURETY, OR OTHER SECURITY THAT MIGHT BE REQUIRED OF ANY OTHER PARTY WITH RESPECT THERETO.

18.06 Waivers. THE PARTIES WAIVE ANY RIGHT TO JURY TRIAL THAT THEY MAY HAVE IN ANY ACTION ARISING OUT OF OR UNDER THIS AGREEMENT. IT IS THE INTENT OF THE PARTIES THAT ANY ARBITRATION OR LITIGATION BETWEEN THEM WILL BE OF INDIVIDUAL CLAIMS, AND THAT THE CLAIMS SUBJECT TO ARBITRATION OR LITIGATION WILL NOT BE RESOLVED AS A CLASS ACTION OR ON A CONSOLIDATED BASIS. THE PARTIES AGREE THAT ACTUAL DAMAGES ARE SUFFICIENT TO SATISFY ANY ECONOMIC LOSS ARISING OUT OF OR UNDER THIS AGREEMENT, AND THEY WAIVE ALL CLAIMS FOR PUNITIVE DAMAGES IN ANY ARBITRATION OR LITIGATION.

19. GENERAL PROVISIONS

19.01 Partial Invalidity. If all or any part of a provision of this Agreement violates applicable law, the affected provision or part will not be given effect. If all or any part of a provision of this Agreement is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Agreement will not be affected, and the parties will modify the invalid or unenforceable provision to the extent required to be valid and enforceable. However, if in our judgment this result substantially impairs the value of this Agreement to us, then we may at any time terminate this Agreement by written notice to you, without penalty or compensation owed by either party.

19.02 Waivers, Modifications and Approvals. Whenever this Agreement requires our prior approval or consent, you will make a timely written request to us, and we may withhold, condition or withdraw our approval or consent in our sole discretion. No failure of us to exercise any power reserved to us by this Agreement and no custom or practice of the parties at variance with the terms of this Agreement will constitute a waiver of our right to demand exact compliance with any of the terms of this Agreement. A waiver or approval by us of any particular default by you or any other franchisee or acceptance by us of any payments due hereunder will not be considered a waiver or approval by us of any preceding or subsequent breach by you of any term, covenant, or condition of this Agreement. We will not be deemed to have waived any of our rights under this Agreement, nor will you be deemed to have been excused from performance of any of

your obligations pursuant to this Agreement, unless the waiver or excuse is written and signed by an authorized representative of us and you. To be effective, any modifications, waivers, approvals and consents of, or under, this Agreement by us must be designated as such, in writing, and signed by our authorized representative. Despite any provision to the contrary in this Agreement, you acknowledge and agree that Sections 2.02(c) and 17.08 of this Agreement permit us to unilaterally modify certain portions of this Agreement under certain conditions.

19.03 Notices. Any notice, report, and other information and document that is permitted or required to be delivered under this Agreement must be in writing, and must be provided (a) to us by delivery service, with proof of delivery; or by first class, prepaid certified or registered mail, return receipt requested, at 1136 NE Steiger Street, Grants Pass, Oregon 97526, or to you at the address specified for you on the signature page of this Agreement or the address of the Unit, or (b) to us by email at info.yumberrybowl@gmail.com, or to you at the email address specified for you on the signature page of this Agreement. Either party may modify its address or email address periodically by written notice to the other party. Notices by mail or delivery service will be deemed given on the date delivered or on the date of the first attempted delivery, if delivery is refused or unclaimed. Notices by email will be deemed given on the first business day following the date of confirmed receipt. Upon request for confirmation by the sending party, the receiving party of any email notice under this Agreement must give email notice to the sending party of confirmation of receipt. Notices sent by email as provided in this Section will be deemed to be in writing for purposes of this Agreement.

19.04 Governing Law. This Agreement takes effect upon its acceptance by us in the State of Oregon, and will be governed by and construed under the laws of the State of Oregon applicable to contracts made and to be wholly performed therein without regard to its conflicts of law rules; provided, however, that this provision is not intended to subject this Agreement to any franchise or similar law, rule or regulation of the State of Oregon which it would not otherwise be subject; provided further, however, that the non-competition covenants in this Agreement and in any ancillary agreement will be governed by and construed under the laws of the state where the Territory is located.

19.05 Counterparts. This Agreement may be signed in any number of counterparts, each of which when signed and delivered will be deemed an original, but all counterparts together will constitute one and the same instrument.

19.06 Interpretation. No provision of this Agreement will be interpreted in favor of or against either party merely because of that party's role in the preparation of this Agreement, or because of the nature or type of this Agreement. The headings and captions contained herein are for the purpose of convenience and reference only, and are not to be construed as part of this Agreement. All terms and words used herein will be construed to include the number and gender as the context of this Agreement may require. The parties agree that each section of this Agreement will be construed independently of any other section or provision of this Agreement. All references in this Agreement to Sections or Exhibits refer to the relevant sections and exhibits, respectively, of this Agreement. This Agreement, together with the exhibits and any addenda attached,

is the entire agreement, and supersedes all prior representations, agreements and understandings (oral or written) of the parties; however, nothing in this Agreement or in any related agreement is intended to disclaim the representations we made to you in our franchise disclosure document. Except for the Indemnitees, or as otherwise expressly provided in this Agreement, there are no third party beneficiaries hereunder. No agreement between us and any third party else is for your benefit. Except as expressly provided in this Agreement, this Agreement is binding on and will inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. Time is of the essence.

19.07 Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party will be in default hereunder by reason of its delay in performance of, or failure to perform, any of its obligations hereunder, if this delay or failure is caused by war, pandemics, epidemics, strikes or other labor disturbance, acts of God or the public enemy, riots or other civil disturbances, fire, or flood, interference by civil or military authorities, compliance with governmental laws, rules, or regulations which were not in effect and could not be reasonably anticipated as of the date of this Agreement, delays in transportation, failure of delivery by suppliers, or inability to secure necessary governmental priorities for materials, or, any other fault beyond its control or without its fault or negligence. In this case, the time required for performance of the relevant obligation will be the duration of the unavoidable delay.

19.08 State Addenda. The laws of certain states may supersede some of the provisions of this Agreement, and certain states require us to supplement or modify the provisions of this Agreement. If applicable, these supplements and modifications are contained in State Addenda attached as *Exhibit E*. When you sign this Agreement, you will also properly sign the addenda, if applicable. If multiple state addenda are made part of this Agreement, these state addenda will be construed and applied as narrowly as possible, consistent with applicable state law, in order to avoid potential conflicts between them.

20. ACKNOWLEDGMENTS

20.01. Accurate Information. You represent that all information set forth in any and all applications, financial statements and submissions to us is true, complete and accurate in all respects. You acknowledge that we are relying upon the truthfulness, completeness and accuracy of this information in our decision to enter into this Agreement with you.

Your initials: _____

20.02 Proper Disclosure. You acknowledge that we or our agent have provided you with our current franchise disclosure document not later than the earlier of (a) 14 calendar days before you sign this Agreement or any other binding agreement with us or our affiliates relating to the sale of a franchise, or (b) 14 calendar days before you make any payment of any consideration to us or any affiliate in connection with this transaction. You acknowledge that we have provided you with a copy of this Agreement and all related documents, fully completed, at least 7 calendar days before your signing this Agreement.

Your initials: _____

20.03 Consultation and Understanding. You represent and acknowledge that: (a) we have advised you to consult with your own attorneys, accountants, or other advisers about the potential benefits and risks of entering into this Agreement; and (b) our attorneys have not advised or represented you with respect to this Agreement or the relationship created hereby.

Your initials: _____

20.04 Reasonable Covenants. The noncompetition covenants in this Agreement are fair and reasonable, and will not impose any undue hardship on you or your owners, since you and your owners have other considerable skills, experience and education which afford you and your owners the opportunity to derive income from other endeavors.

Your initials: _____

20.05 No Business Opportunity Representations. You acknowledge that neither we nor any of our officers, directors, shareholders, employees or agents have made any representation that: (a) we may purchase any or all products made, produced, fabricated or modified by you; (b) we guarantee that you will derive income from the Franchised Business which will exceed the initial franchise fee; (c) we guarantee that we will refund all or part of the initial franchise fee if you are not satisfied with the Franchise; or (d) we will provide a sales program or marketing program which will enable you to derive income from the Franchised Business which exceeds the initial franchise fee.

Your initials: _____

20.06 No Suspected Terrorist. You represent and warrant that you have not been designated as a suspected terrorists under U.S. Executive Order 13224, or under any other official designation by the U.S. government or any of its agencies.

Your initials: _____

20.07 Anti-Money Laundering Requirements. You represent and warrant that you and your owners are in compliance and will continue to be in compliance with all applicable anti-money laundering laws and regulations. At all times throughout the term of this Agreement, none of the funds you use to pay us are or will be derived from any unlawful activity.

Your initials: _____

20.08 Franchisee Questionnaire. To assist us with our efforts to ensure complete compliance with applicable laws, you must complete, sign and deliver to us the Franchisee Questionnaire form attached to this Agreement as *Exhibit F* when you sign and deliver this Agreement. You represent that all of your responses in that form are true, complete and accurate in all respects.

Your initials: _____

20.09 Limitations on Waivers and Disclaimers. No statement, questionnaire, or acknowledgement 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 any 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.

Your initials: _____

IN WITNESS WHEREOF, the parties hereto have duly signed this Agreement as of the Effective Date.

FRANCHISEE:

Entity name (if any): _____

Entity type: _____

State of formation: _____

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Franchisee's Address for Notices:

Email Address for Notices:

Date Signed: _____

FRANCHISOR:

Fortissima Enterprises Franchising, LLC

By: _____

Name: _____

Title: _____

Effective Date: _____

SPOUSAL CONSENT TO FRANCHISE AGREEMENT

(used with spouses of individual franchisees)

I certify that:

1. I am the spouse or registered domestic partner of an individual who executed the foregoing Franchise Agreement.
2. I have read and approved the provisions of that Franchise Agreement, including but not limited to those relating to the transfer, sale or other disposition of the franchise.
3. I agree to be bound by and accept the provisions of that Franchise Agreement in place of all other interests I may have in the franchise, whether that interest may be community property or otherwise.
4. My spouse or registered domestic partner shall have full power of management of all interest in the franchise, including that any portion of the franchise that may be my community property.
5. I have been advised to seek legal counsel of my own before signing this consent form, and I had reasonable opportunity to do so.
6. I have read this consent form and fully understand the terms, nature and effect of this consent form, which I voluntary sign in good faith.

By: _____

Printed Name: _____

Date Signed: _____

By: _____

Printed Name: _____

Date Signed: _____

EXHIBIT A
to the Yumberry BowlSM
Franchise Agreement

UNIT TYPE / APPROVED LOCATION / TERRITORY / TRADE NAME

Unit Type: (initial one)

_____	Sit-down restaurant Unit
_____	Walk-up/drive-through restaurant Unit
_____	Food truck Unit
_____	Food trailer Unit

Restaurant Unit -- Approved Location:

The Approved Location for your restaurant Unit as provided in Sections 2.01 and 2.02(c) of the Agreement is:

NOTE: If a particular site has not been selected and approved at the time of the signing this Agreement, this *Exhibit A* will describe the location in general terms below. In that case, after we have approved a location for your Restaurant Unit, the specific address of that location will automatically become the Approved Location in this *Exhibit A* as if originally set forth in this *Exhibit A* instead of the general description.

Restaurant Unit -- General Description of Area for Approved Location:

(if the Approved Location is not specified above as of the original signing date of the Agreement)

Restaurant Unit -- Territory:

The Territory for your Restaurant Unit as provided in Section 2.03 of the Agreement is:

Food Truck or Trailer Unit – Territory:

The Territory for your Food Truck or Trailer Unit as provided in Sections 2.01 and 2.02(c) of the Agreement is:

Approved Trade Name:

Your approved trade name under Section 2.02(b) is:

Yumberry Bowl --

FRANCHISEE:

Entity name (if any):

By:

Print Name:

Title:

By:

Print Name:

Title:

FRANCHISOR:

Fortissima Enterprises Franchising, LLC

By:

Print Name:

Title:

Date:

EXHIBIT B
to the Yumberry BowlSM
Franchise Agreement

ENTITY INFORMATION
(used with entity franchisees)

If the franchisee is an entity, you have a continuing obligation under Section 2.04 to provide accurate and updated information, as follows:

Type of Entity: _____

State of Formation: _____

Date of Formation: _____

Entity Owners:

Name	_____	Percentage:	_____
Name	_____	Percentage:	_____
Name	_____	Percentage:	_____
Name	_____	Percentage:	_____

Officers:

Name	_____	Position:	_____
Name	_____	Position:	_____
Name	_____	Position:	_____
Name	_____	Position:	_____

Directors (if franchisee is a corporation) or Managers (if entity is an LLC):

Name	_____	Position:	_____
Name	_____	Position:	_____
Name	_____	Position:	_____
Name	_____	Position:	_____

FRANCHISEE:

Entity name

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

FRANCHISOR:

Fortissima Enterprises Franchising LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C
to the Yumberry BowlSM
Franchise Agreement

YUMBERRY BOWLSM
OWNERS AGREEMENT
(used with entity franchisees)

As a condition to the granting by Fortissima Enterprises Franchising, LLC (“we” or “us”), of a Franchise Agreement with _____ (“Franchisee”), each of the undersigned individuals (“Owners”), who constitute all of the owners of a beneficial interest in Franchisee, covenant and agree to be bound by this Owners Agreement.

1. Acknowledgments.

(a) Franchise Agreement. Franchisee entered into a franchise agreement with us effective as of _____, 20____ (“Franchise Agreement”). Capitalized words not defined in this Owners Agreement will have the same meanings ascribed to them in the Franchise Agreement.

(b) Owners’ Role. Owners are the beneficial owners of all of the equity interest in Franchisee. Franchisee’s obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee’s owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Owners Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Owners will be jointly and severally liable for any breach of this Owners Agreement.

2. Non-Disclosure of Confidential Information.

(a) Protection of Confidential Information. Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other confidential information about the establishment and operation of a Unit using the System. Owners will not, during or after the term of the Franchise Agreement, communicate, divulge, or use for the benefit of themselves or anyone else any confidential information, knowledge, or know-how concerning the methods of operation of our business or the Unit which may be communicated to them, or of which they may become aware by virtue of their ownership of Franchisee. This confidentiality obligation specifically includes the Manual, all information in the Manual, supplier discount rates, and any other information, knowledge, know-how, and techniques associated with the System. Owners will use their best efforts and utmost diligence to protect the confidentiality of all Confidential Information. At our request, Owners must immediately send us all documents and other things they have that contain any of this Confidential Information.

(b) Our Remedies. Owners acknowledge that any failure to comply with the requirements of this Section 2 of this Owners Agreement will result in irreparable injury to us for which there is no adequate remedy at law, and Owners agree that we may seek, without posting bond, an ex-parte or other order for injunctive or other legal or equitable relief in order to enforce the requirements of Section 2 of this Owners Agreement.

3. Covenant Not To Compete.

(a) Non-Competition During Term of Franchise Agreement. During the term of the Franchise Agreement, Owners will not engage in, assist, acquire, advise, consult with, be employed by, own, or become associated in any way with, any business whose methods of operation, trade dress or business concept is the same as or similar to that of the System or the Marks, or which owns or operates one or more restaurants or food truck or trailers offering primarily superfood bowls and/or smoothies, other than the Franchised Business, unless Owners have our prior express written consent. Owners will not solicit or otherwise induce our employees or the employees of any of our affiliates or other franchisee to leave their employment. Owners will not divert or attempt to divert any business or customer of ours or of any of our affiliates or franchisees to any competitor.

(b) Non-Competition After Expiration or Termination of Franchise Agreement. For a period of 2 years following termination or expiration of this Owners Agreement or following a Transfer, Owners will not: (a) engage in or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with, lend his/her/its name or any similar name to, or render services or advice to any business which owns or operates one or more restaurants or food truck or trailers offering primarily superfood bowls and/or smoothies within 10 miles of the Franchisee's Unit; or (b) engage in or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with, lend his/her/its name or any similar name to, or render services or advice to any business which owns or operates one or more restaurants or food truck or trailers offering primarily superfood bowls and/or smoothies within 10 miles of any Unit owned or operated by us or any of our affiliates or franchisees; or (c) solicit or otherwise induce our employees or the employees of any of our affiliates or other franchisees to leave their employment; or (d) divert or attempt to divert any customer of ours or of any of our affiliates or franchisees to any competitor.

(c) Interests in Publicly-Traded Companies. Section 3 of this Owners Agreement won't apply to prevent Owners from owning 5% or less beneficial interest in the outstanding equity securities of any publicly-traded company.

(d) Interpretation of Covenants. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Owners Agreement. If all or any portion of a covenant in this section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners agree to be bound by any lesser covenant subsumed within the

terms of the covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this section.

(e) Our Right to Reduce Scope of Covenants. Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of any covenant set forth in Section 3 of this Owners Agreement, or any portion thereof, without Owners consent, effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified.

4. Guarantee.

(a) Payment. Owners will pay us (or cause us to be paid) all monies payable by Franchisee under the Franchise Agreement on the date and in the manner required for payment in the Franchise Agreement.

(b) Performance. Owners unconditionally guarantee full performance and discharge by Franchisee of all of Franchisee's obligations under the Franchise Agreement on the date and times and in the manner required in the Franchise Agreement.

(c) Indemnification. Owners will indemnify, defend and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees, and agents of these entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for by reason of:

(1) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement or to do and perform any other act, matter, or thing required by the Franchise Agreement; or

(2) Any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.

(d) No Exhaustion of Remedies. Owners acknowledge and agree that we will not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligations of the Owners as guarantors under this Owners Agreement, and the enforcement of these obligations can take place before, after, or contemporaneously with, enforcement of any of Franchisee's debts or obligations under the Franchise Agreement.

(e) Waiver of Notice. Without affecting Owners' obligations under this section, we can extend, modify, or release any of Franchisee's indebtedness or obligation, or settle, adjust, or compromise any claims against Franchisee, all without notice to the Owners. Owners waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

(f) Effect of Owner's Death. Upon the death of an Owner, the estate of the Owner will be bound by the obligations in this section, but only for defaults and obligations

hereunder existing at the time of death; and the obligations of any other Owners will continue in full force and effect.

5. Transfers.

Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Owners' business experience, skill, financial resources and personal character. Accordingly, Owners agree not to sell, encumber, assign, transfer, convey, pledge, merge or give away any direct or indirect interest in this Franchisee, unless Owners first comply with the sections in the Franchise Agreement regarding Transfers. Owners acknowledge and agree that any attempted Transfer of an interest in Franchisee requiring our consent under the Franchise Agreement for which our express written consent is not first obtained will be a material breach of the Franchise Agreement.

6. Enforcement of This Owners Agreement.

(a) Choice of Law. The parties agree that the choice-of-law provisions of the Franchise Agreement will apply to any claim or controversy arising out of, or relating to, any of the rights or obligations of the parties under this Owners Agreement, and any other claim or controversy between the parties.

(b) Provisional Remedies. We have the right to seek from an appropriate court any provisional remedies, including temporary restraining orders or preliminary injunctions to enforce Owners' obligations under this Owners Agreement. Owners acknowledge and agree that there is no adequate remedy at law for Owners' failure to fully comply with the requirements of this Owners Agreement. Owners further acknowledge and agree that, in the event of any noncompliance, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper.

(c) Dispute Resolution. The parties agree that the dispute resolution provisions of the Franchise Agreement will apply to any claim or controversy arising out of, or relating to, any of the rights or obligations of the parties under this Owners Agreement, and any other claim or controversy between the parties. The parties consent to the exercise of personal jurisdiction over them by the applicable courts, and to the propriety of venue in these courts, and the parties waive any objections that they would otherwise have in this regard. The substantially prevailing party will be entitled to recover from the other party its actual costs and expenses (including attorneys' fees and expenses) incurred in connection with any litigation between the parties relating to or arising under this Owners Agreement.

7. Notices.

(a) Method of Notice. No notice, demand, request or other communication to the parties will be binding upon the parties unless the notice is in writing, refers specifically to this Owners Agreement, and is sent to the proper address under any method of delivery authorized by the Franchise Agreement.

(b) Notice Addresses. Our current addresses for all communications under this Owners Agreement is:
Fortissima Enterprises Franchising, LLC
136 NE Steiger Street
Grants Pass, Oregon 97526
Attention: Julie Lockman
Email: info.yumberry@gmail.com

The current address of each Owner for all communications under this Owners Agreement is set forth on the signature page of this Owners Agreement. Any party may designate a new address for notices by giving written notice to the other parties of the new address pursuant to this section.

(c) Effective Date of Notices. Notices will be effective as described in the Franchise Agreement.

8. Miscellaneous.

(a) No Other Agreements. This Owners Agreement constitutes the entire, full and complete agreement between the parties, and supersedes any earlier or contemporaneous negotiations, discussions, understandings or agreements in regard to this Franchise. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Owners Agreement, other than those set forth in this Owners Agreement. No other obligations, restrictions or duties that contradict or are inconsistent with the express terms of this Owners Agreement may be implied into this Owners Agreement. Except for unilateral reduction of the scope of the covenants permitted in Section 3(e) (or as otherwise expressly provided in this Owners Agreement), no amendment, change or variance from this Owners Agreement will be binding on either party unless it is mutually agreed to by the parties in writing and signed. The parties agree that a default of the Franchisee under the Franchise Agreement shall constitute a cross-default of any other franchise agreement with us to which Owner has any interest.

(b) Severability. Each provision of this Owners Agreement, and any portions thereof, will be considered severable. If any provision of this Owners Agreement or the application of any provision to any person, property or circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Owners Agreement will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent as much as possible with the original intent of the parties, and the parties agree to be bound by the modified provisions.

(c) No Third-Party Beneficiaries. Nothing in this Owners Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors and assigns) any rights or remedies under or by reason of this Owners Agreement.

(d) Interpretation. No provision of this Owners Agreement will be interpreted in favor of or against either party merely because of that party's role in the preparation of this Owners Agreement, or because of the nature or type of this Owners Agreement. All references to gender and number will be construed to include other gender and number as the context may require. All captions in this Owners Agreement are intended solely for the convenience of the parties and none will be deemed to affect the meaning or construction of any provision of this Owners Agreement. Time is of the essence

(e) Binding Effect. This Owners Agreement may be signed in counterparts, and each copy signed and delivered will be deemed an original. This Owners Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and (permitted) assigns.

IN WITNESS WHEREOF, the parties have entered into this Owners Agreement as of the effective date of the Franchise Agreement.

OWNERS:

By: _____

Printed Name: _____

Address: _____

Email: _____

By: _____

Printed Name: _____

Address: _____

Email: _____

FRANCHISOR:

Fortissima Enterprises Franchising, LLC

By: _____

Name: _____

Title: _____

Date: _____

SPOUSAL CONSENT TO OWNERS AGREEMENT

(used with spouses of entity owners)

I certify that:

1. I am the spouse or registered domestic partner of an individual who executed the foregoing Owners Agreement.
2. I have read and approved the provisions of that Owners Agreement, including but not limited to those relating to the transfer, sale or other disposition of the franchise, confidentiality and non-competition.
3. I agree to be bound by and accept the provisions of that Owners Agreement in place of all other interests I may have in the franchise, whether that interest may be community property or otherwise.
4. My spouse or registered domestic partner shall have full power of management of all interest in the franchise, including that any portion of the franchise that may be my community property.
5. I have been advised to seek legal counsel of my own before signing this consent form, and I had reasonable opportunity to do so.
6. I have read this consent form and fully understand the terms, nature and effect of this consent form, which I voluntary sign in good faith.

By: _____

Printed Name: _____

Date Signed: _____

By: _____

Printed Name: _____

Date Signed: _____

EXHIBIT D
to the Yumberry BowlSM
Franchise Agreement

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT
(for non-owner officers, directors, managers and personnel)

The undersigned officer, director, manager or personnel (whether employee or independent contractor) ("you") of the undersigned employer ("Franchisee") enters into this Agreement (this "Agreement") as a condition to his or her affiliation with Franchisee, effective as of the date of your first affiliation with Franchisee.

1. You recognize that Franchisee is a franchisee of Fortissima Enterprises Franchising, LLC ("FEF"), and that the proprietary Yumberry BowlSM system licensed by FEF to Franchisee includes certain non-public trade secrets, proprietary information, technical data, or know how which relate to the franchised business or the franchise system, including the franchise operation manual, franchise system standards, quality-control systems, training materials, referral sources, and information regarding salary, research, items, services, developments, inventions, processes, techniques, designs, marketing, finances, field operations, recipes, computer hardware and software (collectively, the "Confidential Information"). You acknowledge that all of the information maintained by Franchisee regarding customers is also considered to be Confidential Information.

2. You may have access to Confidential Information in connection with your responsibilities for Franchisee. You agree that you will use the Confidential Information only in connection with your responsibilities for Franchisee. You will not disclose Confidential Information to anyone else, except as may be required by your responsibilities for Franchisee. You will not copy any of the Confidential Information. You agree not to use the Confidential Information for the benefit of yourself or any other person or entity. You specifically agree to keep confidential the franchise operations manual loaned by FEF to Franchisee, and all of the information in the manual.

3. Your confidentiality obligations under this Agreement begin when you begin your affiliation with Franchisee, and they continue forever (even after your affiliation with Franchisee is over).

4. You acknowledge that your entire knowledge of the operation of the business operated by Franchisee, and the standards, methods and procedures involved in the operation of an Yumberry BowlSM franchised business is based solely on the Confidential Information.

5. If there is any breach of the provisions of this Agreement, the non-breaching party will be entitled to equitable relief, including temporary restraining orders, injunctions and specific performance, in addition to all other available legal remedies. Regardless of any other remedies available under this Agreement or applicable law, you agree that, because of the difficulty in establishing the precise amount of damages for any breach of your

obligations under this Agreement, you will pay FEF \$5,000 as liquidated damages for each breach of this Agreement. You also agree to pay all court costs and reasonable attorneys fees that FEF and/or Franchisee incurs as a result of your actual or threatened breach of this Agreement.

6. If you become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, you must give written notice to FEF and Franchisee as soon as possible before you disclose any Confidential Information.

7. During the term of your employment or other affiliation with Franchisee and for a period of 2 years after that, you will not:

(a) engage in or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with, lend your name or any similar name to, or render services or advice to any business which owns or operates one or more restaurants or food truck or trailers offering primarily superfood bowls and/or smoothies within 10 miles of Franchisee's Territory; or

(b) engage in or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with, lend your name or any similar name to, or render services or advice to any business which owns or operates one or more restaurants or food truck or trailers offering primarily superfood bowls and/or smoothies within 10 miles of any Territory assigned to FEF or any of its affiliates or other franchisees; or

(c) solicit or attempt to solicit any known customer of Franchisee or any known customer of FEF or any of its affiliates or other franchisees; or

(d) solicit, employ, or otherwise engage as an employee, independent contractor, or otherwise, any person who is or was a known employee of FEF or any of its affiliates or franchisees or in any manner induce or attempt to induce any employee of FEF or any of its affiliates or franchisees to terminate his or her employment; or

(e) interfere with FEF's or Franchisee's relationship with any person, including any person who at any time during the term of this Agreement was a known employee, contractor, supplier, or customer of ours or Franchisee's.

8. You acknowledge that FEF is an intended third-party beneficiary under this Agreement, with the independent right to enforce the provisions of this Agreement against you.

Officer/Director/Manager/Employee/Contractor:

Signature: _____

Printed name: _____

Date signed: _____

Franchisee:

Entity name: _____

By: _____

Name: _____

Title: _____

EXHIBIT E
to the Yumberry BowlSM
Franchise Agreement

STATE ADDENDA

Following this page are addenda to the Agreement for the following states:

1. Arkansas
2. California
3. Connecticut
4. Hawaii
5. Illinois
6. Indiana
7. Iowa
8. Louisiana
9. Maryland
10. Minnesota
11. Missouri
12. Nebraska
13. New Jersey
14. New York
15. North Carolina
16. North Dakota
17. Rhode Island
18. South Carolina
19. South Dakota
20. Washington
21. Wisconsin

You must sign the signature page for this exhibit if:

- (1) you are an individual resident of any of these states; or
- (2) you are an entity formed in any of these states; or
- (3) you are an entity with your principal place of business in any of these states; or
- (4) your Unit will be in any of these states.

If none of these conditions applies, then this exhibit is not applicable to you.

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ARKANSAS

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Arkansas:

1. Any provision of the Agreement that would require you, at the time you enter into the Agreement, to assent to a release, assignment, novation, waiver or estoppel which would relieve any person from liability imposed by the Arkansas Franchise Practices Act is void to the extent that the provision violates applicable law.

CALIFORNIA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of California:

1. Any condition, stipulation or provision in the Agreement which would result in your waiver of compliance with any provision of the California Franchise Relations Act is void to the extent that the contractual provision violates this Act.

2. To the extent that Sections 18.03 or 18.05 of the Agreement would otherwise violate California law, these sections are amended by providing that all litigation by or between you and us, involving a Unit in the State of California, which arises directly or indirectly from the Agreement will be commenced and maintained in the state courts of California or the United States District Court for California, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

3. Notwithstanding Section 8.01, you will pay us the initial franchise fee of \$25,000 in lump sum on the day that we have completed all of our pre-opening obligations and you have opened for business.

4. 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.

CONNECTICUT

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Connecticut:

1. The following provision will be added to the Agreement as Section 18.07:

Agent for Service of Process. Our agent in Connecticut authorized to receive service of process are Connecticut Banking Commissioner, 260 Constitution Plaza, Hartford, Connecticut 06103-1800.

2. Under Section 7.04 of the Agreement, we will lend you one copy of the Manual within 15 days after we sign the Agreement. We will deliver to you all other items, equipment, and supplies that you purchase from us, within approximately 30 days after your payment for them.

HAWAII

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Hawaii:

1. Any provision of the Agreement that requires you, at the time you enter into the Agreement, to assent to a release, assignment, novation, or waiver which would relieve any person from liability imposed by Hawaii Franchise Investment Law is deleted from the Agreement.

ILLINOIS

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Illinois:

1. Any provision in the Agreement that designates jurisdiction or venue in a forum outside of Illinois is void. To the extent that Sections 18.03 or 18.05 of the Agreement would otherwise violate Illinois law, these sections are amended by providing that all litigation by or between you and us, arising directly or indirectly from the franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements. This addendum shall not affect the forum for any arbitration provided in the Agreement.
2. The governing law and choice-of-law provisions in the Agreement are amended to provide for Illinois law.

3. Any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other applicable law of the state of Illinois is void.

INDIANA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the disclosure document, the Agreement, or Oregon law, if these provisions are in conflict with Indiana law.

2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as including any material breach of the Agreement, will supersede the provisions of Section 16 of the Agreement to the extent Section 16 may be inconsistent with this prohibition.

3. Any provision in the Agreement which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that the provision violates this law.

4. Section 17.08 of the Agreement will be modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).

5. The following provision will be added to the Agreement as Section 18.07:

No Limitation on Litigation. Notwithstanding the foregoing provisions of this Section 18, any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any the contractual provision violates the Indiana Deceptive Franchise Practices Law.

IOWA

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Iowa:

1. Any provision in the Agreement which would result in your waiver of any rights under Iowa Business Opportunity Promotions Law before or at the time of signing the Agreement is void to the extent that the provision violates this law.

LOUISIANA

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Louisiana:

1. Any condition, stipulation or provision in the Agreement which would result in your wavier of any rights established by Louisiana law is void to the extent that the condition, stipulation or provision violates this law.

MARYLAND

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Maryland:

1. Any provision in the Agreement that would require you, as part of the Agreement or as a condition of the sale, renewal or assignment of the franchise, to assent to a release which would relieve any person from liability imposed under the provisions of the Maryland Franchise Law is void to the extent that the provision violates this law.
2. Any provision in the Agreement which operates to waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland is void to the extent that the provision violates this law. Subject to Section 18.02, claims arising under the Maryland Franchise Law may be brought in any court of competent jurisdiction in Maryland.
3. Any claims arising under the Maryland Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

MINNESOTA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Minnesota:

1. Any provision in the Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that the contractual provision violates this law.
2. Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the

disclosure document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Any provision in the Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any Agreement relating to franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Agreement relating to exclusive mediation.

3. The following language will appear as Section 18.07 of the Agreement.

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, Section 18 of this Agreement will not in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C.

4. With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement.

5. We will protect your rights under this Agreement to use the Marks, or indemnify you from any loss, costs or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Agreement and the System standards.

6. The last sentence of Section 8.06 shall be amended as follows: "If any check, electronic payment or other payment you tender to us is not honored for any reason, you will pay us an additional fee of \$30."

MISSOURI

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Missouri:

1. Termination provisions contained in the Agreement will afford you 90 days written notice in advance of any termination, except that 90 days' notice is not required for termination as a result of your criminal misconduct, fraud, abandonment, bankruptcy, insolvency, or giving a "no account" or "insufficient funds" check to us.

NEBRASKA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Nebraska:

1. No release language set forth in the Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Nebraska.

2. No language set forth in the Agreement will operate to restrict the sale of any equity or debenture issue or the transfer of any securities of any franchise or in any way prevent or attempt to prevent the transfer, sale or issuance of shares of stock or debentures to employees, personnel of the franchisee, or heirs of the principal owner, so long as basic financial requirements of the franchisor are complied with and any sale, transfer or issuance does not have the effect of accomplishing a sale of the franchise.

NEW JERSEY

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises subject to the New Jersey Franchise Practices Act:

1. No release language set forth in the Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of New Jersey.

2. No language set forth in the Agreement will operate to restrict the sale of any equity or debenture issue or the transfer of any securities of a franchise or in any way prevent or attempt to prevent the transfer, sale or issuance of shares of stock or debentures to employees, personnel of the franchise, or heir of the principal owner, so long as basic financial requirements of the franchisor are complied with and any sale, transfer or issuance does not have the effect of accomplishing a sale of the franchise.

3. Any term or condition which may directly or indirectly violate the New Jersey Franchise Practices Act is deleted from the Agreement.

NEW YORK

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of New York:

1. No release language set forth in the Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of New York.

2. Section 15.01 is amended by the addition of the following sentence immediately after the first sentence of that section:

However, no assignment will be made by us except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement (to the extent assigned).

NORTH CAROLINA

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of North Carolina:

1. Section 18 is amended by the addition of Section 18.07 as follows:

Agent for Service of Process. Our agent in the state of North Carolina authorized to receive service of process is the North Carolina Secretary of State, 2 South Salisbury Street, Old Revenue Complex, Raleigh, North Carolina 27601.

NORTH DAKOTA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of North Dakota:

1. Covenants not to compete upon termination or expiration of the Agreement are subject to Section 9-08-06, N.D.C.C., and may be generally unenforceable in the State of North Dakota.
2. To the extent that Sections 18.03 or 18.05 of the Agreement would otherwise violate North Dakota law, these sections are amended by providing that all litigation by or between you and us, involving a franchised business operating in the State of North Dakota, will be commenced and maintained, at our election, in the state courts of North Dakota or the United States District Court for North Dakota, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.
3. North Dakota law applies to this transaction and supersedes any conflicting provisions of the Agreement or Oregon law.
4. Section 3 of the Franchise Agreement is amended to provide that no general release will be required as a condition of renewal to the extent inconsistent with North Dakota law.
5. Section 17 of the Franchise Agreement is amended to delete any requirement that the franchisee consent to termination or liquidated damages.

6. Section 18 of the Franchise Agreement is amended to state that any provision requiring litigation, arbitration or mediation to be conducted in a forum other than North Dakota is void with respect to claims under the North Dakota Franchise Investment Law, except to the extent pre-empted by the Federal Arbitration Act.

7. Section 18.06 of the Franchise Agreement is amended to delete any waiver of right to a jury in any permissible litigation.

8. Section 18.06 of the Franchise Agreement is amended to delete any waiver of exemplary and punitive damages.

9. Section 18.04 of the Franchise Agreement is amended to provide that the substantially prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorneys' fees.

RHODE ISLAND

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Rhode Island:

1. To the extent that Sections 18.03 or 18.05 of the Agreement would otherwise violate Rhode Island law, these sections are amended by providing that all litigation by or between you and us, involving a Unit operating in the State of Rhode Island, will be commenced and maintained, at our election, in the state courts of Rhode Island or the United States District Court for Rhode Island, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

SOUTH CAROLINA

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of South Carolina:

1. The following provision will be added to the Agreement as Section 18.07:

Agent for Service of Process. Our agent in South Carolina authorized to receive service of process is the South Carolina Secretary of State, 1205 Pendleton Street, Suite 525, Columbia, SC 29201.

SOUTH DAKOTA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of South Dakota:

1. Covenants not to compete upon termination or expiration of the Agreement are generally unenforceable in the State of South Dakota, except in certain instances as provided by law.
2. Franchise registration, employment, covenants not to compete and other matters of local concern will be governed by the laws of the State of South Dakota. As to contractual and all other matters, the Agreement will be and remain subject to the construction, enforcement and interpretation of the laws of the State of Oregon.
3. To the extent that Sections 18.03 or 18.05 of the Agreement would otherwise violate South Dakota law, these sections are amended by providing that all litigation by or between you and us, involving a Unit operating in the State of South Dakota, will be commenced and maintained, at our election, in the state courts of South Dakota or the United States District Court for South Dakota, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.
4. Termination provisions covering breach of the Agreement, failure to meet performance and quality standards, and failure to make payments contained in the Agreement will afford you 30 days written notice with an opportunity to cure said default prior to termination.
5. REGISTRATION OF THIS FRANCHISE DOES NOT CONSTITUTE APPROVAL OR RECOMMENDATION OF THE FRANCHISE BY THE DIRECTOR.
6. To the extent this Addendum is deemed to be inconsistent with any terms or conditions of the Agreement or exhibits or attachments thereto, the terms of this Addendum will govern.

WASHINGTON

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Washington.

1. The State of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise

2. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

3. A release or waiver of rights signed by a franchisee will not include rights under the Washington Franchise Investment Protection Act except when signed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as the right to a jury trial may not be enforceable.

4. Transfer fees are collectable to the extent they reflect the franchisor's reasonable estimated or actual cost in effecting a transfer.

WISCONSIN

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. The Wisconsin Fair Dealership Law, Chapter 135, Stats. supersedes any provisions of the Agreement that are inconsistent with that law.

IN WITNESS WHEREOF, the parties hereto have duly signed this document as of the Effective Date of the Franchise Agreement between the parties.

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FRANCHISEE:

Entity name (if any): _____

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Date Signed: _____

FRANCHISOR:

Fortissima Enterprises Franchising, LLC

By: _____

Name: _____

Title: _____

Date Signed: _____

This Questionnaire does not apply to franchises who intend to operate the franchised business in the State of California. Do not complete this Questionnaire or respond to any of the questions contained in the Questionnaire if you intend to operate the franchised business in the State of California.

EXHIBIT F
to the Yumberry BowlSM
Franchise Agreement

FRANCHISEE QUESTIONNAIRE
(for use with all franchisees)

Fortissima Enterprises Franchising, LLC ("Franchisor") and you are preparing to enter into a franchise agreement for the operation of a Yumberry BowlSM franchise.

If you purchased an existing franchised business from another franchisee, you may have received information from the transferring franchisee, who is not an employee or representative of Franchisor. These questions do not apply to any communication you may have had with the transferring franchisee.

Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Franchisee Name and Address:

2. Did you receive a copy of the Franchisor's FDD (and all exhibits and attachments) and did you sign and return a receipt for the FDD indicating the date you received it?
Yes ☐ No ☐

3. Was the date you received the FDD at least 14 full calendar days before the date you will sign the Franchise Agreement? Yes ☐ No ☐

4. Did you receive a copy of the final form of the franchise agreement at least 7 full calendar days before the date you will sign it? Yes ☐ No ☐

5. If you answered "No" to any of questions 2 through 4, please provide a full explanation of each "No" answer in the following space (and attach additional pages if necessary):

6. Has any employee or other representative of the Franchisor made any statement or promise concerning:

A. The actual or potential revenues, profits or operating costs of the franchised business, that is contrary to, or different from, the information contained in the FDD? Yes ☐ No ☐

B. The amount of money you may earn in operating the franchised business that is contrary to, or different from, the information contained in the FDD? Yes ☐ No ☐

C. The total amount of revenue the franchised business will or may generate, that is contrary to, or different from, the information contained in the FDD? Yes ☐ No ☐

D. The costs you may incur in operating the franchised business, that is contrary to, or different from, the information contained in the FDD? Yes ☐ No ☐

E. The actual, average or projected profits or earnings or the likelihood of success that you should or might expect to achieve from operating the franchised business? Yes ☐ No ☐

7. Has any employee or other representative of the Franchisor made any statement or promise or agreement, other than those matters addressed in your franchise agreement, concerning advertising, marketing, training, support, service or assistance relating to the franchised business that is contrary to, or different from, the information contained in the FDD or the franchise agreement? Yes ☐ No ☐

8. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise before today? Yes ☐ No ☐

9. Have you paid any money to the Franchisor concerning the purchase of this franchise before today? Yes ☐ No ☐

10. If you answered "Yes" to any of part of questions 11 through 14, please provide full details in the following space (and attach additional pages if necessary):

By signing this questionnaire, you are representing that you have responded truthfully to the above questions.

FRANCHISEE ACKNOWLEDGES AND AGREES THAT IN THE EVENT THAT ANY DISPUTE ARISES, THIS QUESTIONNAIRE SHALL BE ADMISSIBLE AS EVIDENCE IN ANY LEGAL ACTION OR ARBITRATION PROCEEDING. FRANCHISEE HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, ANY OBJECTION TO ADMISSION OF THIS QUESTIONNAIRE. HOWEVER, NOTHING IN

THIS DOCUMENT IS INTENDED TO DISCLAIM ANY OF THE REPRESENTATIONS FRANCHISOR MADE IN THE FRANCHISE DISCLOSURE DOCUMENT THAT WAS FURNISHED TO YOU.

No statement, questionnaire, or acknowledgement 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 any 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.

Dated: _____

Franchisee:

Entity name (if any): _____

Signed: _____

Printed name: _____

Title of position (if entity franchisee): _____

EXHIBIT G
to the Yumberry BowlSM
Franchise Agreement

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EXHIBIT D
to Yumberry BowlSM
Franchise Disclosure Document

FRANCHISE APPLICATION FORM

The undersigned applicant(s) submit this application for a Yumberry BowlSM franchise to be located in _____, in the State of _____ (the "State"). This Application is subject to the following terms and conditions:

1. The Initial Franchise Fee for this franchise will be \$25,000 payable in cash/check as follows:

a. \$5,000 deposit (non refundable, except as set forth in Paragraph 2 below) payable to Fortissima Enterprises Franchising, LLC ("Franchisor") upon submitting this Application.

b. \$20,000 due and payable to Franchisor upon signing the Yumberry Bowl Franchise Agreement and appropriate exhibits, which will occur within 7 days of notification that my/our application has been approved.

2. If my/our Application is disapproved by Franchisor, then the \$5,000 deposit will be promptly refunded.

3. I/we acknowledge that I/we received, at least 14 calendar days before signing this Franchise Application Form, Franchisor's current form of Franchise Disclosure Document applicable in the State. I/we understand that completed forms of the Franchise Agreement and exhibits will be provided to me/us at least 7 calendar days before I/we sign the Franchise Agreement.

4. I/we have submitted a completed Confidential Qualification Report, including a completed Individual Financial Statement on Franchisor's form and I/we hereby authorize Franchisor to conduct an investigation of my/our background(s) to verify the information submitted.

5. I/we acknowledge and understand that submission of this Franchise Application Form does not bind or obligate Franchisor to grant a Yumberry BowlSM franchise to me/us.

Signed: _____
Print name: _____
Address: _____

Phone: _____
Date: _____

Signed: _____
Print name: _____
Address: _____

Phone: _____
Date: _____

EXHIBIT E
to Yumberry BowlSM
Franchise Disclosure Document

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(As of December 31, 2024)

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CHAPTER 6: STAFFING YOUR YUMBERRY BOWL RESTAURANT FRANCHISE (4 pages)

CHAPTER 7: DÉCOR AND OFFICE POLICIES (7 pages)

CHAPTER 8: RESTAURANT OPERATION AND MAINTENANCE (14 pages)

CHAPTER 9: RESTAURANT EQUIPMENT, COMPUTER SYSTEM, INVENTORY, & SUPPLIES (6 pages)

CHAPTER 10: ADMINISTRATION (8 pages)

CHAPTER 11: REPORTS, AUDITS & INSPECTIONS (4 pages)

CHAPTER 12: MARKETING (15 pages)

CHAPTER 13: SALES & PRICING (2 pages)

CHAPTER 14: INSURANCE REQUIREMENTS & RISK MANANAGEMENT (5 pages)

CHAPTER 15: CORPORATE STRUCTURE AND FINANCING (9 pages)

CHAPTER 16: TRADEMARKS AND TRADE SECRETS - PROTECTION POLICIES (3 pages)

CHAPTER 17: RESALE, TRANSFER, RENEWAL AND CLOSING (7 pages)

CHAPTER 18: EXPANSION AND RELOCATION REQUIREMENTS (2 pages)

TOTAL PAGES: 97

EXHIBIT F
to Yumberry BowlSM
Franchise Disclosure Document

LIST OF FRANCHISEES
As of December 31, 2024

Oregon:

Jessica Smith Garcia (began operating in very small town in September 2024)
16261 US 101 #1
Brookings OR
541-254-3557

Laurie Wells (began operating food truck unit with limited hours in January 2024)
812 S Riverside
Medford OR 97501
951-907-8800

Utah:

Ben Schaub (opened seasonal unit in March 2023)
Advanced Family Solutions, LLC
156 E 2460 N
Logan, UT-84341
928-710-7865

Additional Franchises Sold but not yet Open as of December 31, 2024:

Charisse Ford
11325 Fitzpatrick Dr.
Rancho Cucamonga CA 91730
909-549-2880

EXHIBIT G
to Yumberry BowlSM
Franchise Disclosure Document

FINANCIAL STATEMENTS

FORTISSIMA ENTERPRISES FRANCHISING, LLC
Financial Statements For The Year Ended December 31, 2024
TOGETHER WITH INDEPENDENT ACCOUNTANT AUDIT REPORT

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INDEPENDENT ACCOUNTANT AUDIT REPORT

To the Management of FORTISSIMA ENTERPRISES FRANCHISING, LLC

Opinion

We have audited the financial statements of FORTISSIMA ENTERPRISES FRANCHISING, LLC (the "Company"), which comprise the Balance Sheet as of December 31, 2024, the related Profit & Loss Statement, the related Statement of Cashflows, the related Statement of Shareholders' Equity, and the related notes for the twelve-month period then ended. (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024, and the results of its operations and its cash flows for the twelve-month period ended December 31, 2024 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 (GAAS). 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 the Company 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 the 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 financial statements that are free of 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 the Company's ability to continue as a going concern for 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 of 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 GAAS 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 GAAS, 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 the Company'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 the Company'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.



Omar Alnuaimi, CPA

Naperville, IL
May 28, 2025



FORTISSIMA ENTERPRISES FRANCHISING, LLC
PROFIT & LOSS STATEMENT
FOR THE YEAR ENDED DECEMBER 31, 2024

Revenue	
Revenue - Franchise Fees	\$ 8,500
Revenue - Products & Services	8,433
Revenue - Royalties	8,418
Cost of Sales	<u>-</u>
Gross Profit	25,352
Operating Expense	
SGA Expenses	7,784
Supplies Expense	3,347
Rent Expense	<u>2,400</u>
Total Operating Expense	13,531
Net Income From Operations	11,821
Other Income (Expense)	
Total Other Income (Expense)	<u>-</u>
Net Income Before Provision for Income Tax	11,821
Provision for Income Taxes	-
Net Income (Loss)	<u><u>\$ 11,821</u></u>

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

FORTISSIMA ENTERPRISES FRANCHISING, LLC
BALANCE SHEET
DECEMBER 31, 2024

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 282
Prepaid Franchise Costs	20,000
Accounts Receivable	<u>21,332</u>
TOTAL CURRENT ASSETS	41,614

NON-CURRENT ASSETS

Intangible Asset	1,245
Due From Related Party	<u>10,953</u>
TOTAL NON-CURRENT ASSETS	12,198

TOTAL ASSETS	<u><u>53,812</u></u>
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LIABILITIES AND OWNER'S EQUITY

CURRENT LIABILITIES

Deferred Revenue	25,000
Accounts Payable	<u>6,700</u>
TOTAL CURRENT LIABILITIES	31,700

NON-CURRENT LIABILITIES

Due to Shareholders	<u>4,440</u>
TOTAL NON-CURRENT LIABILITIES	4,440

TOTAL LIABILITIES	<u>36,140</u>
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OWNER'S EQUITY

Retained Earnings	5,851
Net Income (Loss)	<u>11,821</u>
TOTAL SHAREHOLDERS' EQUITY	17,672

TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	<u><u>\$53,812</u></u>
--	------------------------

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

FORTISSIMA ENTERPRISES FRANCHISING, LLC
STATEMENT OF CASHFLOWS
FOR THE YEAR ENDED DECEMBER 31, 2024

OPERATING ACTIVITIES	
Net Income	\$ 11,821
Non-Cash Adjustments	
Changes in Current Assets	11,080
Changes in Due From Related Party	(7,555)
Changes in Deferred Revenue	(8,500)
Changes in Current Liabilities	(5,556)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>1,290</u>
INVESTING ACTIVITIES	
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	<u>-</u>
FINANCING ACTIVITIES	
Owner's Contribution	(1,192)
Due to Related Party	(3,015)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>(4,207)</u>
NET INCREASE (DECREASE) IN CASH	(2,918)
CASH AT BEGINNING OF PERIOD	<u>3,200</u>
CASH AT END OF PERIOD	<u>\$ 282</u>

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

FORTISSIMA ENTERPRISES FRANCHISING, LLC
STATEMENT OF SHAREHOLDERS' EQUITY
DECEMBER 31, 2024

	Opening Equity Balance	Yearly Changes	Total
Balance, December 31, 2023	\$ 7,044	\$ -	\$ 7,044
Net Income For The Period Ended December 31, 2024	-	11,821	11,821
Equity Contributions (Distributions)	-	(1,192)	(1,192)
Balance, December 31, 2024	<u>\$ 7,044</u>	<u>\$ 10,629</u>	<u>\$ 17,672</u>

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

FORTISSIMA ENTERPRISES FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
For The Year Ended December 31, 2024

NOTE A – ORGANIZATION AND NATURE OF ACTIVITIES

FORTISSIMA ENTERPRISES FRANCHISING, LLC (the “Company”) was incorporated under the laws of the State of Oregon for the purpose of offering franchise opportunities for “Yumberry Bowl” (the Franchise). The Franchise will operate sit-down restaurants, walk-up/drive-through locations and food trucks and trailers, as applicable, in a specific location or within a defined geographic area. Such locations offer for sale superfood bowls, smoothies, healthy snacks and other food and drink items. The Company intends to offer franchises throughout the United States of America and will provide trade names, services marks, trademarks, logos and a system which includes operational and marketing policies, procedures and programs as well as training.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”). As a result, the Company records revenue when earned and expenses when incurred. The Company has adopted the calendar year as its basis of reporting.

Use of Estimates

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosures of contingent assets and liabilities and other items, as well as the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and any cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Franchisee Receivables

The Company’s franchisee receivables primarily result from initial franchise fees, royalty fees, brand development contributions and training fees charged to franchisees. Timing of revenue recognition may be different from the timing of invoicing to customers. The Company records an accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized after invoicing. The Company reports these receivables at net realizable value.

Management determines the allowance for doubtful accounts based on historical losses, current expectations, and economic conditions. On a continuing basis, management analyzes delinquent accounts receivable and, once these accounts receivable are determined to be uncollectible, they are written off through a charge against an existing allowance account. The allowance account is reviewed regularly and adjusted against earnings as appropriate. The Company determined that an allowance on outstanding franchisee receivables of \$0 was necessary as of December 31, 2024. Franchisee bad debt expense was \$0 for the year ended December 31, 2024. Franchisee amounts written off were \$0 for the year ended December 31, 2024.

FORTISSIMA ENTERPRISES FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
For The Year Ended December 31, 2024

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Fixed Assets and Depreciation

Property and Equipment is stated at cost. Accounting principles generally accepted in the United States of America require that property and equipment be depreciated using the straight-line method. Expenditures for normal repairs and maintenance are charged to operations as incurred.

The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is present when the sum of the undiscounted estimated future cash flows expected to result from use of the assets is less than carrying value. If impairment is present, the carrying value of the impaired asset is reduced to its fair value. As of December 31, 2024, no impairment loss has been recognized for long-lived assets.

Fair Value of Financial Instruments

Financial Accounting Standards Board ("FASB") guidance specifies a hierarchy of valuation techniques based on whether the inputs to those valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect market assumptions. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). The three levels of the fair value hierarchy are as follows:

- Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 1 primarily consists of financial instruments whose value is based on quoted market prices such as exchange-traded instruments and listed equities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly (e.g., quoted prices of similar assets or liabilities in active markets, or quoted prices for identical or similar assets or liabilities in markets that are not active).
- Level 3 - Unobservable inputs for the asset or liability. Financial instruments are considered Level 3 when their fair values are determined using pricing models, discounted cash flows or similar techniques and at least one significant model assumption or input is unobservable.

As of December 31, 2024, the carrying amounts of the Company's financial assets and liabilities reported in the balance sheets approximate their fair value.

FORTISSIMA ENTERPRISES FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
For The Year Ended December 31, 2024

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Revenue Recognition

Revenues are primarily derived from franchise fees (one-time and recurring monthly fees). In accordance with Accounting Standards Codification (ASC) Topic 606, Revenue will be recognized when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the seller's price to the buyer is fixed or determinable, and collectability is reasonably assured. The determination of whether fees are fixed or determinable and collection is reasonably assured involves the use of assumptions. Arrangement terms and customer information are evaluated to ensure that these criteria are met prior to recognition of revenue.

Specifically for franchisors, The Financial Accounting Standards Board (FASB) has issued an Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' in 2021 which provides a new practical expedient that permits private company franchisors to account for preopening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. The Company has elected to adopt this new standard.

Unearned Revenue

The Company's primary performance obligation under the franchise agreement mainly includes granting certain rights to access the Company's intellectual property and a variety of activities relating to opening a franchise unit, including initial training and other such activities commonly referred to collectively as "pre-opening activities", which are recognized as a single performance obligation. The Company expects that certain pre-opening activities provided to the franchisee will not be brand specific and will provide the franchisee with relevant general business information that is separate and distinct from the operation of a company-branded franchise unit. The portion of pre-opening activities that will be provided that is not brand specific is expected to be distinct as it will provide a benefit to the franchisee and is expected not to be highly interrelated or interdependent to the access of the Company's intellectual property, and therefore will be accounted for as a separate distinct performance obligation. All other pre-opening activities are expected to be highly interrelated and interdependent to the access of the Company's intellectual property and therefore will be accounted for as a single performance obligation, which is satisfied by granting certain rights to access the Company's intellectual property over the term of each franchise agreement.

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company will first allocate the initial franchise fees and the fixed consideration, under the franchise agreement to the stand-alone selling price of the training services that are not brand specific and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities, which are not brand specific are recognized ratably as those services are rendered. Consideration allocated to pre-opening activities included under Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' is recognized when the related services have been rendered.

The remaining franchise fee not allocated to pre-opening activities are recorded as Unearned Revenue and will be recognized over the term of the franchise agreement.

FORTISSIMA ENTERPRISES FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
For The Year Ended December 31, 2024

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Income Taxes

The Company applies ASC 740 Income Taxes ("ASC 740"). Deferred income taxes are recognized for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial statement reported amounts at each period end, based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. The provision for income taxes represents the tax expense for the period, if any and the change during the period in deferred tax assets and liabilities.

Commitments and Contingencies

The Company may be subject to pending legal proceedings and regulatory actions in the ordinary course of business. The results of such proceedings cannot be predicted with certainty, but the Company does not anticipate that the final outcome, if any, arising out of any such matter will have a material adverse effect on its business, financial condition or results of operations. As of December 31, 2024, the Company has not reported any lawsuit or known plans of litigation by or against the Company.

NOTE C – CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and any cash equivalents with a limited number of high-quality financial institutions and do not exceed the amount of insurance provided on such deposits.

NOTE D – SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 28, 2025, the date on which the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of Management's review substantially affect the amounts and disclosure of the accompanying financial statements.

FORTISSIMA ENTERPRISES FRANCHISING LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022
(AUDITED)

JOSEPH A. MARTIN, C.P.A., P.C.

Certified Public Accountant

5134 North Central Ave., Suite 104
Phoenix, Arizona 85012

Office: (602) 265-1455
Fax: (602) 265-4033

INDEPENDENT AUDITOR'S REPORT

To the Members
Fortissima Enterprises Franchising LLC
Grants Pass, Oregon

Opinion

We have audited the accompanying financial statements of Fortissima Enterprises Franchising LLC (an Oregon limited liability company), which comprise the balance sheet as of December 31, 2023 and 2022, and the related statements of income, changes in members' equity, and cash flows for the years ended December 31, 2023 and 2022, 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 Fortissima Enterprises Franchising LLC as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then 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 Fortissima Enterprises Franchising LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. 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 the 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 financial statements that are free from material misstatement, whether due to fraud or error.

To the Members
Fortissima Enterprises Franchising LLC

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 Fortissima Enterprises Franchising LLC'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 Fortissima Enterprises Franchising LLC'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.

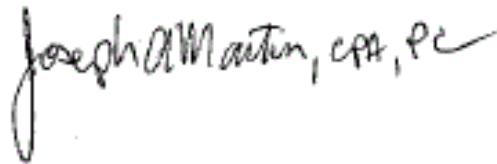
To the Members
Fortissima Enterprises Franchising LLC

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Fortissima Enterprises Franchising LLC'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.

May 13, 2025

Joseph A. Martin, C.P.A., P.C.

A handwritten signature in black ink that reads "Joseph A. Martin, CPA, PC". The signature is written in a cursive, flowing style.

FORTISSIMA ENTERPRISES FRANCHISING LLC
BALANCE SHEET
DECEMBER 31, 2023 AND 2022
(AUDITED)

ASSETS

	<u>2023</u>	<u>2022</u>
CURRENT ASSETS:		
Cash (Note 2,7)	\$ 3,200	\$ 4,214
Accounts receivable	6,099	5,258
Franchise fee receivable	3,000	5,000
Prepaid franchise costs	20,000	-
Deposits	4,771	-
Inventory (Note 2)	<u>13,042</u>	<u>11,685</u>
TOTAL CURRENT ASSETS	<u>50,112</u>	<u>26,157</u>
DUE FROM RELATED PARTIES (NOTE 6)	3,398	2,750
INTELLECTUAL PROPERTY (NOTE 4)	1,245	1,245
FRANCHISE FEES RECEIVABLE	5,500	-
NOTE RECEIVABLE - MEMBERS (NOTE 6)	<u>-</u>	<u>17,554</u>
TOTAL ASSETS	<u>\$ 60,255</u>	<u>\$ 47,706</u>

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES:		
Accounts payable	\$ 12,256	\$ 16,924
Due to related parties (Note 6)	7,455	5,249
Deferred franchise fees (Note 5)	<u>33,500</u>	<u>25,000</u>
TOTAL CURRENT LIABILITIES	<u>53,511</u>	<u>47,173</u>
TOTAL LIABILITIES	<u>53,511</u>	<u>47,173</u>
MEMBERS' EQUITY:		
Members' equity	<u>7,044</u>	<u>533</u>
TOTAL MEMBERS' EQUITY	<u>7,044</u>	<u>533</u>
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u>\$ 60,255</u>	<u>\$ 47,706</u>

The accompanying notes are an integral part of these financial statements.
See the independent auditor's report.

FORTISSIMA ENTERPRISES FRANCHISING LLC
STATEMENT OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022
(AUDITED)

	<u>2023</u>	<u>2022</u>
REVENUE:		
Royalties	\$ 8,253	\$ 10,411
Initial franchise fees	25,000	30,000
Product sales	8,860	17,105
Services	<u>1,919</u>	<u>1,452</u>
TOTAL REVENUE	<u>44,032</u>	<u>58,968</u>
EXPENSES:		
Accounting fees	1,162	9,201
Advertising & marketing	4,241	6,915
Bad debt expense	5,239	6,500
Bonuses	370	11,950
Bank charges	134	221
Commissions	-	100
Contract labor	250	400
Cost of goods sold	5,939	7,275
General business expense	3,788	1,061
Insurance expense	-	254
Interest expense	-	536
Legal fees	3,366	15,908
Office expenses	920	1,353
Payroll related expense	333	834
Travel & meals	2,106	1,080
Rent expense	2,160	720
Supplies	7,017	2,048
Vehicle expense	<u>496</u>	<u>357</u>
TOTAL EXPENSES	<u>37,521</u>	<u>66,713</u>
NET INCOME (LOSS)	<u>\$ 6,511</u>	<u>\$ (7,745)</u>

The accompanying notes are an integral part of these financial statements.
See the independent auditor's report.

FORTISSIMA ENTERPRISES FRANCHISING LLC
STATEMENT OF CHANGES IN MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022
(AUDITED)

BALANCE, JANUARY 1, 2022	\$ 8,278
NET INCOME (LOSS)	<u>(7,745)</u>
BALANCE, DECEMBER 31, 2022	533
NET INCOME	<u>6,511</u>
BALANCE, DECEMBER 31, 2023	<u>\$ 7,044</u>

The accompanying notes are an integral part of these financial statements.
See the independent auditor's report.

FORTISSIMA ENTERPRISES FRANCHISING LLC
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022
(AUDITED)

	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income(loss)	\$ 6,511	\$ 7,745
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:		
Depreciation and amortization	-	-
Changes in operating assets and liabilities		
Decrease (increase) in franchise fees receivable	(3,500)	1,500
(Increase) in inventory	(1,357)	(3,389)
(Increase) in accounts receivable	(841)	(5,258)
(Decrease) increase in accounts payable	(4,668)	16,924
(Increase) in prepaid franchise cost	(20,000)	-
(Increase) in deposits	(4,771)	-
Increase in deferred franchise fees	8,500	25,000
Total adjustments	(26,637)	34,777
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	(20,126)	27,032
CASH FLOWS FROM INVESTING ACTIVITIES:		
Advances to related party - net	(648)	(1,860)
Loan to members - net	17,554	(17,554)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	16,906	(19,414)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Advances TO related parties-net	2,206	(3,559)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	2,206	(3,559)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(1,014)	4,059
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	4,214	155
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 3,200</u>	<u>\$ 4,214</u>

The accompanying notes are an integral part of these financial statements.
See the independent auditor's report.

FORTISSIMA ENTERPRISES FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

1. ORGANIZATION:

Fortissima Enterprises Franchising LLC ("the Company", an Oregon limited liability company) offers franchises for **Yumberry BowlSM** (the Franchise), which will operate sit-down restaurants, walk-up/drive-through locations and food trucks and trailers, as applicable, in a specific location or within a defined geographic area. Such locations will offer for sale superfood bowls, smoothies, healthy snacks and other food and drink items. The Company intends to offer franchises throughout the United States of America and will provide trade names, services marks, trademarks, logos and a system which includes operational and marketing policies, procedures and programs as well as training. The Company was formed on August 2, 2016. Membership interest is summarized as follows:

<u>Member</u>	<u>% Interest</u>
Julie Lockman	50%
David Lockman	50%

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Basis of presentation. The balance sheet of the Company has been prepared in accordance with accounting principles generally accepted in the United States of America.

Cash consists of cash and money market funds which are considered to be cash or cash equivalents.

Initial franchise fees and royalties. Franchise fees are payments for the right to operate a franchise using the **Yumberry BowlSM** trade name, for the use of operating manuals and for initial training. Revenue from franchise fees, which are generally non-refundable, are recognized when the pre-opening obligations required by the franchise agreement have been substantially performed by the Company. Such obligations include, site selection, provision of operations manuals, marketing plans, Company sponsored internet site, initial training, and other services necessary for the franchisee to commence operations. This typically occurs when the initial training has been completed which generally corresponds to the opening of the store. Initial franchise fee is \$25,000 for each store. The Company has elected to apply the practical expedient pursuant to ASC 952-606-25-2 in which the pre-opening services provided to the franchisees and specified above are treated as a single performance obligation.

Royalty revenue from franchisees for new franchises is based on 4% of the store's gross revenue and is recognized in the period in which the related store sales occurred. In addition to the royalty fee there is a 2% marketing fee which is also based on the store's gross revenue.

FORTISSIMA ENTERPRISES FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

Inventories consist of product packaging materials to be sold to the Company's franchisees and are stated at the lower of cost (first-in first-out) or market value.

Prepaid franchise costs. Costs incurred in connection with the sale and development of a franchised store, prior to the commencement of operations, have been deferred. Such costs are primarily commissions and may include other expenses directly associated with preparing the store for operations. Such costs are charged to expense once the pre-opening obligations under the franchise agreement are met and the related revenue is recognized.

Bad debts is computed based on historical experience and an analysis of existing accounts receivable. At the end of the year any amounts deemed uncollectible are written-off. The bad debts written-off at December 31, 2023 and 2022 was \$5,239 and \$6,500, respectively.

Income taxes. Federal and state income taxes are not payable by, or provided for, the Company. The Company has elected to be taxed as a partnership under the provisions of the Internal Revenue Code. Members are taxed individually on their share of the Company's earnings.

Use of estimates. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make 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 amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising costs are expensed as incurred. Advertising costs for 2023 and 2022 were \$4,241 and \$6,915, respectively.

3. NONMONETARY TRANSACTIONS:

The Company entered into an agreement dated December 4, 2019 with one of its franchisees in which the franchisee is to provide advertising and marketing services, which includes graphics design and consulting on marketing campaigns. The agreement was retroactive to January 1, 2018. In exchange for such services the Company agreed not to charge the franchisee royalty fees for its franchised location. Accordingly, the Company has recognized royalty revenue and marketing and advertising expenses for the provision of such services. In accordance with ASC 846-10-30-1, the transaction was measured at the fair market value of

FORTISSIMA ENTERPRISES FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

3. NONMONETARY TRANSACTIONS (CONTINUED):

royalties surrendered, which is 3% of the franchised location gross sales, as this amount was more clearly evident than the advertising and marketing services provided. Royalty revenue and the related advertising and marketing expenses arising under this arrangement for the years ended December 31, 2023 and 2022 were \$963 and \$3,968 respectively, was recognized in the books of the Company.

4. INTELLECTUAL PROPERTY:

Intellectual property includes trade names, trademarks, service marks, copyrights and other proprietary information. During 2021, Fortissima Enterprises, LLC paid on behalf of the Company \$1,245 in costs incurred to develop the Company's intellectual property. Intellectual property as of December 31, 2023 is \$1,245 and is carried at the cost to acquire the rights.

5. DEFERRED FRANCHISE FEES:

During 2023, the Company sold one franchise and transferred an existing franchised location to another franchisees. One franchise began operations during 2023 and two franchisees began operations during 2022. Since the initial pre-opening obligations required by the franchise agreement had been substantially performed, \$25,000 of deferred initial franchise fee revenue was recognized in 2023. One franchise is scheduled to resume operations during 2024 and one franchise is scheduled to begin operations during 2025. As of December 31, 2023 and 2022, initial franchise fee charges of \$33,500 and \$25,000, respectively, were deferred

6. RELATED PARTIES:

The following summarizes entities which are affiliated by common control and operate the same type of business as the Company. Any transactions between the Company and the affiliate are also summarized.

Fortissima Enterprises, LLC (FE) is wholly owned by the Company's members. FE paid on behalf of the Company legal fees and other costs in connection with the development of the franchise network. FE operates an existing **Yumberry BowlSM** business utilizing the same concept as the franchised locations. During 2023, FE purchased \$3,245 in packaging product from the Company.

During 2023, the members of the Company and FE paid \$1,567 in expenses on behalf of the Company. During 2022, FE paid on behalf of the Company \$3,400 to purchase cup inventory and \$536 in

FORTISSIMA ENTERPRISES FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

6. RELATED PARTIES (CONTINUED):

expenses. Additionally, the Company repaid \$1,600 of the advance and applied \$5,895 in cash received by FE for cups sold to the Company's customers. The balance due from FE as of December 31, 2023 and 2022 is \$6,816 and \$5,249, respectively, and is included in the due to related party account. Such advances do not bear interest and there is no specified date of repayment.

Advances from Related Parties. During 2023, FE was advanced \$5,057 of which \$8,447 was applied to such advances. During 2022, FE was advanced \$8,464 of which \$6,604 was applied to such advances. The balance due to FE as of December 31, 2023 is \$639 and is included in the due to related party account. The amount due from FE as of December 31, 2022 is \$2,750 and are included in the due from related party account. Such advances do not bear interest and there is no specified date of repayment.

Note receivable - members. During 2023, the Company was paid for amounts that were advanced to its members of \$17,554. During 2022, the Company advanced its members \$21,054 of which \$3,500 was repaid. There is no balance due as of December 31, 2023 and the balance due as of December 31, 2022 is \$17,554. Such informal note does not bear interest and there is no specified date of repayment.

Rogue Management Holdings, LLC (RMH) is wholly owned by the Company's members. RMH was formed to manage and operate the franchised location in which the franchise agreement was terminated by the franchisee and is discussed in Note 8. RMH operated this location from May 2023 to November 2023 and earned \$21,227 in revenue. During 2023, the Company advanced \$3,398 to RMH to cover operating costs. The amount due from RMH as of December 31, 2023 is \$3,398 and is included in the due from related party account. Such advances do not bear interest and there is no specified date of repayment.

During 2023, the Company paid it's members \$2,160 in rent for use of office space.

7. CONCENTRATION OF CREDIT RISK AND ECONOMIC DEPENDENCY:

The Company may maintain its cash in bank 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.

FORTISSIMA ENTERPRISES FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

7. CONCENTRATION OF CREDIT RISK AND ECONOMIC DEPENDENCY (CONT'D):

COVID-19 - In December 2019, an outbreak of a novel strain of coronavirus (COVID-19) originated in Wuhan, China and has since spread to other countries, including the U.S. On March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic. In addition, multiple jurisdictions in the U.S. have declared states of emergency. It is anticipated that these impacts will continue for some time. There has been no impact to the Company's operations to date. Future potential impacts to the Company include disruptions or restrictions on the employees ability to work, lack of demand for new franchisees or the franchisee's ability to pay the Company royalties. Changes to the operating environment may also be impacted. Operations include franchise application processing or other areas requiring contact with the franchisees. These changes may increase operating costs. Further impacts may include increased risk on franchisee performance. The future effects of these issues are unknown.

8. FRANCHISES:

During the year ended December 31, 2023, the Company entered into three franchise agreements. Franchise activity is detailed as follows:

	<u>Franchises</u>
In operation, December 31, 2021	1
Commenced operations in 2022	2
Ceased operations in 2022	<u>(-)</u>
In operation, December 31, 2022	<u>3</u>
Commenced operations in 2023	1
Ceased operations in 2023	<u>(1)</u>
In operation, December 31, 2023	<u>3</u>

During 2023, one franchise store began operations. At December 31, 2023 there were three franchise stores in operation.

During 2022, two franchise store began operations. At December 31, 2022 there were three franchise stores in operation.

FORTISSIMA ENTERPRISES FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

8. FRANCHISES (CONTINUED):

On May 16, 2023, the Company and a franchisee mutually agreed to terminate the franchise agreement. The Company's members assumed the operations of the franchised location and formed Rogue Management Holdings to manage and operate the store until the franchised location was sold to another franchisee. On November 27, 2023, the Company executed a franchise agreement for this location. The initial franchise fee for this location was \$8,500 which included a food trailer and equipment. Terms of the payment of the initial franchise fee include a down payment of \$500 and monthly payments commencing on March 1, 2024 of \$250. The payment agreement does not bear interest. The operations at this location was temporarily suspended in order to allow the franchisee to complete the initial training program.

9. SUBSEQUENT EVENTS:

In preparing the financial statements, the Company has considered events and transactions that have occurred through May 13, 2025, the date the financial statements were available to be issued. The following events occurred subsequent to year end:

During January 2024, one franchise location resumed operations.

EXHIBIT H
to Yumberry BowlSM
Franchise Disclosure Document

CURRENT FORM OF GENERAL RELEASE
(used upon renewal or transfer)

Franchisee's name(s): _____
Franchisee's address: _____

Franchisee's territory: _____

1. Franchisee is a current or former Yumberry BowlSM franchisee.
2. Franchisee, on behalf of Franchisee and all successors, representatives, assigns and agents of Franchisee, hereby releases and forever discharges Fortissima Enterprise Franchising LLC and its successors, assigns, representatives, agents, officers, directors, shareholders, affiliates and employees, whether past or present, of and from any claims, controversies, debts, rights, liabilities, disputes, demands, obligations, costs, expenses, actions, and causes of action of any nature, character or description, known or unknown, vested or contingent, which Franchisee and all successors, representatives, assigns and agents of Franchisee now own or hold or have at any previous time owned or held, or may at any future time own or hold, arising through the date of this General Release. Without limitation, the release and discharge provided in this paragraph forever forecloses Franchisee from raising such matters by way of complaint, affirmative defense, counterclaim, cross-action, setoff or recoupment.
3. By executing this General Release, Franchisee, on behalf of Franchisee and all successors, representatives, assigns and agents of Franchisee, represent and warrant that no third party has or claims any interest in any claim released by this General Release.
4. Franchisee acknowledges that this General Release has the effect of releasing any and all rights granted to Franchisee as the franchisee under the terms of its Franchise Agreement relating to the franchise described above.
5. Franchisee agrees to comply with all of its applicable post-termination or post-transfer obligations (as the case may be) in the Franchise Agreement relating to the franchise described above.

IN WITNESS WHEREOF this General Release is executed on _____,
20____.

FRANCHISEE:

Entity name (if any):

By: _____

Printed Name: _____

By: _____

Printed Name: _____

EXHIBIT I
to Yumberry BowlSM
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, Connecticut, Florida, Hawaii, Illinois, Indiana, Kentucky, Maine, Maryland, Michigan, Minnesota, Nebraska, New York, North Carolina, North Dakota, Rhode Island, South Carolina, South Dakota, Texas, Utah, 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

California
Hawaii
Illinois
Indiana
Maryland
Michigan
Minnesota
New York
North Dakota
Rhode Island
South Dakota
Virginia
Washington
Wisconsin

EFFECTIVE DATE

EXHIBIT J
to Yumberry BowlSM
Franchise Disclosure Document

(YOUR COPY)

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Fortissima Enterprises Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require 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. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Fortissima Enterprises Franchising, LLC 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 D.C. 20580 and the appropriate state agency identified on *Exhibit B*.

Issuance date: May 29, 2025

Our franchise sellers are Julie Lockman, 136 NE Steiger Street, Grants Pass, Oregon 97526, 541-218-9977, and the following and the following:

Name: _____ Business phone: _____
Business address: _____

* * * * *

I have received a Franchise Disclosure Document issued on May 29, 2025. This disclosure document included the following Exhibits:

- A State Addenda
- B List of State Agencies/Agents for Service of Process
- C Franchise Agreement and Exhibits
- D Franchise Application Form
- E Manual Table of Contents
- F List of Franchisees
- G Financial Statements
- H. Current Form of General Release
- I State Effective Dates
- J Receipts

Date: _____ Prospective Franchisee: _____
(do not leave blank) Printed Name: _____

EXHIBIT J
to Yumberry BowlSM
Franchise Disclosure Document

(OUR COPY)

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Date: _____ Prospective Franchisee: _____
(do not leave blank) Printed Name: _____