

FRANCHISE DISCLOSURE DOCUMENT



FRESH FRANCHISE LLC
A New York Limited Liability Company
130 West 37th Street
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We offer and award qualified parties a franchise for the right to independently own and operate a quick service restaurant (each, a “Restaurant”) featuring fresh, healthy menu items prepared from locally sourced ingredients and built around pure foods free of synthetic fertilizers, antibiotics, pesticides and other additives with other food products, side dishes and non-alcoholic beverages that we approve from time to time (collectively, the “Approved Products”). Each Restaurant is operated utilizing the proprietary marks (the “Proprietary Marks”) and the system of business operations (the “System”) that we designate from time to time and license to our franchisees under our then-current form of franchise agreement (the “Franchise Agreement”).

The total investment necessary to begin operation of a Restaurant is \$772,665 to \$1,386,000, this includes \$45,000 to \$48,000 that must be paid to the franchisor or its affiliates.

The total investment necessary to begin operation of a Non-Traditional Restaurant is \$587,998 to \$1,216,167, this includes \$45,000 to \$48,000 that must be paid to the franchisor or its affiliates.

The total investment necessary to operate multiple Restaurants (2 or more) under our form of area development agreement (a “Development Agreement”) depends on (a) the number of franchises we grant you the right to open, and (b) whether the franchises are for traditional Restaurants or Non-Traditional Restaurants. The total investment necessary to enter into a Development Agreement for the right to develop three (3) Restaurants is \$625,498 - \$1,423,500, which includes (1) an initial development fee of \$82,500 that is paid to us (the “Development Fee”), and (2) the total investment to open and commence operations of your initial Restaurant.

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, us or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss availability of disclosures in different formats, contact Alex Perez at 130 West 37th Street, New York, NY 10018, or at (212) 983-7474.

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: October 23, 2024

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 Exhibits G and H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D 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 fresh&co[®] 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	Items 3 and 4 tell you whether the franchisor or its management have

<p>troubled legal history?</p>	<p>been involved in material litigation or bankruptcy proceedings.</p>
<p>What's it like to be a fresh&co[®] business franchisee?</p>	<p>Item 20 or Exhibits G and H list current and former franchisees. You can contact them to ask about their experiences.</p>
<p>What else should I know?</p>	<p>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.</p>

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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 and area development agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in New York. 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 New York than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement, even if your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouses' marital and personal assets (perhaps including your house) at risk if your franchise fails.
3. **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.

TABLE OF CONTENTS

ITEM	PAGE
ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
ITEM 2. BUSINESS EXPERIENCE	3
ITEM 3. LITIGATION	5
ITEM 4. BANKRUPTCY	5
ITEM 5. INITIAL FEES	5
ITEM 6. OTHER FEES	6
ITEM 7. ESTIMATED INITIAL INVESTMENT	12
ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	19
ITEM 9. FRANCHISEE’S OBLIGATIONS	24
ITEM 10. FINANCING	26
ITEM 11. FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	26
ITEM 12. TERRITORY	40
ITEM 13. TRADEMARKS	43
ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	46
ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	46
ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	47
ITEM 17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	48
ITEM 18. PUBLIC FIGURES	55
ITEM 19. FINANCIAL PERFORMANCE REPRESENTATION	55
ITEM 20. LIST OF OUTLETS AND FRANCHISE INFORMATION	57
ITEM 21. FINANCIAL STATEMENTS	60
ITEM 22. CONTRACTS	60
ITEM 23. RECEIPTS	60
Exhibits:	
Exhibit A – List of State Administrators and List of Agents for Service of Process	
Exhibit B – Franchise Agreement	
Exhibit C – Area Development Agreement	
Exhibit D – Financial Statements	
Exhibit E – State Specific Addenda	
Exhibit F – Operations Manual Table of Contents	
Exhibit G – List of Franchisees	
Exhibit H – List of Franchisees that Left the System in the Past Year or That Have Failed to Communicate with Us in the 10 Weeks Preceding the Issue Date	
Exhibit I – Compliance Certification	
Exhibit J – State Effective Dates	
Exhibit K – Receipts	

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

To simplify the language of this Disclosure Document, the Franchisor, Fresh Franchise LLC, is referred to in this Disclosure Document as “we,” “us” or “our.” We refer to the person interested in buying the franchise as “franchisee,” “you” or “your.” If you are a corporation, partnership, limited liability company or other entity, the terms “franchisee,” then the terms “you” and “your” also refer to your owners.

The Franchisor

We are a limited liability company formed in the State of New York in July 2018. Our principal business address is at 130 West 37th Street, New York, NY 10018, and our telephone number is (212) 983-7474. We only do business under our corporate name and our then-current Proprietary Marks, which includes the mark FRESH&CO. We have offered franchises since October 2018. We have not offered franchises in any other line of business. We do not currently operate any business of the kind described in this disclosure document. We do not operate any other types of businesses.

We grant franchises for the right to independently own and operate franchised Restaurants (each, a “Franchised Business”) that offer and provide the signature menu items and other Approved Products from a location that we approve (the “Approved Location”) utilizing our then-current Proprietary Marks and the System described more fully below.

Our agents for service of process are listed in Exhibit A to this Disclosure Document.

Our Predecessors, Parents and Affiliates

We are a wholly owned subsidiary of Fresh Franchise Partners LLC, a Delaware limited liability company with an address of 130 West 37th Street, New York, New York 10018. We do not have any predecessors. Our affiliate, AP3 Ventures LLC, d/b/a Fresh Designs (“Fresh Designs”), is a New Jersey limited liability company formed on June 5, 2018. Its principal business address is 6201 Park Avenue, West New York, New Jersey 07093 and it has a telephone number of 201-854-1945. Fresh Designs provides millwork and construction services to our franchisees in connection with the buildout of fresh&co restaurants. Fresh Designs does not offer franchises in any line of business and has not operated any business of the kind described in this disclosure document. None of our other affiliates offer franchises in any line of business nor provide services or products to our franchisees.

We have 12 affiliates that operate FRESH&CO restaurants of the type described in this disclosure document. Certain of our affiliates previously operated non-traditional locations using the name FRESH&CO but which locations were not similar in design or operation to a traditional restaurant (“Non-Traditional Restaurant”). None of our affiliates currently operate Non-Traditional Restaurants. The first FRESH&CO restaurant of the type offered and described in this disclosure document opened in 2010.

Neither our parent nor any of our affiliates offer franchises in this or any other type of business, nor have they offered franchises previously for this or any other type of business.

The Franchised Business

The Franchised Business will feature a quick service restaurant featuring fresh, healthy menu items prepared from locally sourced ingredients and built around pure foods free of synthetic fertilizers, antibiotics, pesticides and other additives.

The Restaurant must be operated utilizing our then-current Proprietary Marks and System that we designate from time to time and license under our then-current form of Franchise Agreement that you must enter into

to govern each and every Franchised Business we award you the right to operate. Our current form of Franchise Agreement is attached hereto as Exhibit B.

Our System is comprised of various proprietary and, in some cases, distinguishing elements such as: proprietary methodology and procedures for the establishment and operating procedures of the Franchised Business; proprietary recipes for certain of the Approved Products; standards and specifications for the purchase, storage, preparation, presentation and, if applicable, delivery of certain Approved Products (and corresponding ingredients); site selection guidelines and criteria, as applicable, for the Franchised Business; standards and specifications for the design, layout and construction of the interior and exterior of the Franchised Businesses; standards and specifications associated with the certain proprietary artwork, décor and trade dress of the Franchised Business, as well as the retail space from which branded merchandise can be sold; specific suppliers and providers of proprietary equipment in connection with Franchised Businesses, if and as applicable; standards and specifications for the furniture, fixtures and/or equipment located within the Franchised Business; established relationships with approved or designated suppliers for certain inventory and other supplies/ingredients necessary to prepare the Approved Products; and standards and specifications for advertising, bookkeeping, sales and other aspects of operating a Franchised Business. We may change, improve, further develop, or otherwise modify the System from time to time, as we deem appropriate in our discretion.

Once you have entered into a Franchise Agreement with us for your Franchised Business, we will typically designate a site selection area on your data sheet of the agreement (the “Data Sheet”) wherein you must secure a site we approve for your Franchised Business and to serve as your Approved Location (the “Site Selection Area”). You will not be permitted to operate your Franchised Business at any location other than your Approved Location, which will be identified on your Data Sheet once determined.

After we have determined your Approved Location, we may assign you a designated territory (“Designated Territory”), which is afforded certain territorial protections as outlined in Item 12.

Multi-Unit Offering

We also offer qualified individuals and entities the right to open and operate two or more Franchised Businesses within a designated geographical area (the “Development Area”) under our current form of Development Agreement that is attached to this Disclosure Document as Exhibit C, which will also outline a schedule or defined period of time in which you must open and commence operating each Franchised Business (a “Development Schedule”).

At our option, you will be required to sign a Franchise Agreement for your initial Franchised Business at the same time you sign your Development Agreement, and you will eventually need to sign our then-current form of Franchise Agreement for each of the Franchised Businesses you open under the Development Schedule, which may have terms materially different from those set forth in our current form of Franchise Agreement.

If we grant you the right to open multiple Franchised Businesses under a Development Agreement, you must pay us a Development Fee that is based on the number of franchises we grant you the right to open within your Development Area. You will be required to pay a subsequent franchise and training fee (the “Subsequent Franchise and Training Fee”) in connection with each additional Franchised Business (each, an “Additional Franchised Business”) you are granted closer to the time you sign a Franchise Agreement or lease for that Additional Franchised Business, as described more fully in Item 5 of the Disclosure Document.

Market and Competition

Your Franchised Business will offer the Approved Products that we authorize to the general public. The

specific Approved Products you sell may vary seasonally, but the Franchised Business as a whole is not likely seasonal in nature. Your Franchised Business will primarily compete with other high-quality restaurants offering casual dining and/or delivery services.

As a general matter, the quick service restaurant industry is mature and highly competitive. Your Franchised Business will compete primarily with other local casual dining restaurants and other regional, national, and international chains offering similar menu items as a Franchised Business, as well as other sit-down restaurants.

Industry-Specific Regulations

Your Franchised Business will be subject to laws and regulations in your state, county, or municipality regarding the operation of a restaurant, including but not limited to laws and regulations relating to the preparation and dispensation of food products, occupational hazards and health laws, sanitation laws, consumer protection laws and laws relating to liquor licenses and the service of alcoholic beverages.

You will also be subject to laws or regulations that are not specific to the restaurant industry but that are applicable to businesses in general, including without limitation, zoning laws, labor laws and the Fair Labor Standards Act, workers' compensation laws, business licensing laws, tax regulations, the Americans with Disabilities Act, the Occupational Safety Act, the Affordable Care Act, the National Labor Relations Act, data protection (such as under FACTA) and privacy laws, Gramm-Leach-Bliley Act, The Patriot Act, Truth in Lending Act and other laws dealing with credit transactions and collections, Digital Millennium Copyright Act, regulations governing MMS, SMS, emails and telemarketing; general restaurant rules and regulations, and any advertising or content related rules and regulations, etc. In addition, the Environmental Protection Agency, U.S. Food and Drug Administration; U.S. Department of Agriculture; and local environmental and health departments and agencies have laws and regulations concerning the preparation and handling of food and sanitary conditions of restaurants. These requirements may apply to your Restaurant. The details of these restrictions may vary from state to state and from locality to locality.

ITEM 2. BUSINESS EXPERIENCE

Chief Executive Officer: George Tenedios

Mr. Tenedios has served as our CEO since our inception in July 2018. Mr. Tenedios has also served as the CEO of our parent, Fresh Franchise Partners, LLC in New York, New York since its inception in July 2018. Mr. Tenedios has served as the President of our affiliate, ST. Management Group Inc. in New York, New York since October 2016.

President: Steven Tenedios

Mr. Tenedios has served as our President since our inception in July 2018. He has also served as the CEO of our affiliate, ST. Management Group Inc. in New York, New York since June 1997. Mr. Tenedios is also President of the following entities in New York, New York and has been since their formation dates:

<u>Entity</u>	<u>Formation Date</u>
Fresh Franchise Partners, LLC	July 2018
1260 Bake LLC	February 2014
60 th St. Bake, LLC	February 2012
57 th Bakery Operating, LLC	November 2007
1381 Bake, LLC	September 2016
51 st St. Bakery, LLC	September 2004
475 Bake, LLC	June 2015
10 th Ave. Bake, LLC	June 2015
363 Bake Operating LLC	August 2009
729 Bake, LLC	July 2008
42 nd St. Bakery LLC	February 2003
Sixth Ave Bake, LLC	April 2010
444 Tenth F&B LLC	July 2015
42 Bway Bake, LLC	August 2015
ST Trade Assets, LLC	July 2018
Yonkers Fresh, LLC	August 2018
Fresh 37 th Bake LLC	January 2021
Metro 71, LLC	January 2019
520 Fresh LLC	February 2022
Cater Lady NYC LLC	May 2021
NJ Fresh 1, LLC	June 2021

Mr. Tenedios also served as the President of the following entities in New York, New York for the time periods listed below:

<u>Entity</u>	<u>Dates</u>
309 Fresh LLC	July 2013 to December 2020
Canal Bake LLC	November 2016 to May 2021
54 th Street Bakery, LLC	November 2005 to October 2020
309 Bakery Corp.	February 1997 to December 2020
CP Fresh 62 LLC	November 2017 to March 2020
BK Fresh, LLC	November 2017 to March 2020
1211 Bake Operating LLC	October 2008- August 2024
Park Ave. Bake, LLC	August 2012- August 2021
127 Bake Corp.	November 1999- March 2023
Manhattan Bake LLC	May 2003-June 2020
Bklyn Metro Bake, LLC	November 2002- December 2020
Metro Rock Corp.	June 2002- December 2020
27 W.H. Bake, LLC	April 2006- December 2020
1359 Bakery Corp.	March 1997- March 2022
38 th St. Bakery, LLC	August 2004- August 2023
162 Bake, LLC	September 2016- Feb 2021

Chief Operating Officer: Alexander Perez

Mr. Perez has served as our COO since our inception in July 2018. Mr. Perez has also served as the COO of our parent, Fresh Franchise Partners, LLC in New York, New York since its inception in July 2018. He has served as the COO of our affiliate, ST. Management Group Inc. in New York, New York since November 2012. Mr. Perez has served as the President of AP3 Ventures LLC in New York, New York since June 2018. Mr. Perez is also President of Jugando Aprendemos Child Care Center, Inc. in New Jersey and has been since October 2017. He is also President of Hudson Children's Academy LLC in New Jersey and has been since May 2021. Mr. Perez is based in New York, New York.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this item.

ITEM 4. BANKRUPTCY

No bankruptcy is required to be disclosed in this item.

ITEM 5. INITIAL FEES

Franchise Agreement

Initial Franchise Fee

You must pay us an initial franchise fee amounting to \$45,000 upon execution of your Franchise Agreement (the “Initial Franchise Fee”), which is payable in lump sum, not refundable under any circumstances and deemed fully earned upon payment. We expect and intend to uniformly impose the Initial Franchise Fee on our new franchisees.

Site Evaluation.

As part of the opening of your Franchised Business, an initial on-site evaluation is included free of any charge. In the event that we determine an additional on-site evaluation is necessary, we reserve the right to require you to reimburse us for our actual costs and expenses incurred in connection with such an evaluation. The cost of additional on-site evaluations depends on the number required and the location of your proposed Restaurant, however we estimate a high-end cost of \$3,000 for this expense in Item 7.

Development Agreement

If we grant you the right to open two or more Franchised Businesses under a Development Agreement, you must pay us a Development Fee based on the number of franchises we grant you the right to open within your Development Area.

Development Fee

The Development Fee is due upon execution of your Development Agreement and is calculated as follows: (i) \$45,000 for the initial Franchised Business that we will grant you the right to open and operate under the Development Agreement; plus (ii) \$20,000 for the second Franchised Business that you are granted the right to open under the Development Agreement; plus (iii) \$17,500 for the third and each additional Franchised Business that you are granted the right to open. The Development Fee is paid as consideration for the territorial rights you are granted within your Development Area and is not tied to any pre-opening obligations that we must otherwise perform. Depending on case specific circumstances including the number of units purchased and other market-specific factors, the Development Fee may be less for certain franchisees.

You are not required to pay any Initial Franchise Fee in connection with opening any of the franchised businesses under the Development Agreement. You are only required to pay the Development Fee upon signing the Development Agreement, and the Subsequent Franchise and Training Fee (described immediately below).

Subsequent Franchise and Training Fee

You will be required to enter into our then-current form of Franchise Agreement for each Franchised
Fresh Franchise LLC
2024-2025 Franchise Disclosure Document.2

Business you wish to open under your Development Agreement.

You will only be required, however, to pay a Subsequent Franchise and Training Fee amounting to \$20,000 in connection with the second Franchised Business we grant you the right to open within your Development Area, and \$17,500 in connection with the third and each additional Franchised Business at the earlier of (a) 10 days from the date you sign a lease for that Additional Franchised Business, or (b) 90 days prior to the scheduled opening of that Additional Franchised Business. The Subsequent Franchise and Training Fee may be less for certain legacy franchisees based on commitments to open additional Franchised Businesses and other market specific factors.

Both the Development Fee and Subsequent Franchise and Training Fee are deemed fully earned and non-refundable upon execution of your Development Agreement.

ITEM 6. OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty Fee ^{1,2}	Six Percent (6%) of the Gross Sales of the Franchised Business	Monthly via ACH or EFT	Your Royalty Fee will begin once your Franchised Business opens. We may require you to pay your Royalty Fee and other reoccurring amounts via electronic funds transfer (“EFT”).
Local Advertising Requirement ²	Currently, you must expend one percent (1%) of the monthly Gross Sales of your Franchised Business (the “Local Advertising Requirement”).	Paid monthly as incurred	All advertising materials must be approved by us prior to use/publication. We may require you to (a) provide us with monthly reports detailing your local advertising expenditures, and (b) expend all or some portion of your Local Advertising Requirement on designated activities or materials that are provided by our designated or approved supplier for these kind of services (which we refer to as an “Approved Supplier” in Item 8).

Brand Development Fund (the “Fund”)	One percent (1%) of the Gross Sales of your Franchised Business. We reserve the right to require that you contribute to the Fund in an amount equal to two percent (2%) of the Gross Sales of your Franchised Business.	At the same time and in the same manner as the Royalty Fee.	We have the right to establish and maintain a Fund designed to promote, market and further develop our brand, goodwill, System, Proprietary Marks, Approved Products and/or Restaurant locations. Upon written notice, we may increase your Fund Contribution to an amount equal to up to two percent (2%) of the Gross Sales of your Franchised Business. We may collect your Fund Contribution in the same manner as we collect your Royalty Fee.
Computer and Point of Sale Subscription Fee	Currently, \$500 per month per register (“POS Subscription Fee”)	As arranged with Approved Supplier	A one-time fee of \$3,000 - \$8,000, depending on the number of terminals, is currently paid directly to a third-party supplier that we have approved (each, an “Approved Supplier”) from which you must acquire and license the software used by your point-of-sale (or “POS”) system.
Technology, Support and Development Fee ³	\$250	Monthly	The Technology, Support and Development Fee is paid to us.
Transfer Fee ⁴	Fifty percent of then-current initial franchise fee	A portion of the transfer fee is paid upon application to transfer and the balance is paid upon closing.	The Transfer Fee is paid to us.
Training Fee ⁵	Our then-current training fee (the “Training Fee”), which is currently \$500/day per trainer plus our expenses.	As incurred	See Note 5

Conference Attendance Fee	\$500 per attendee.	As incurred.	We may schedule and hold an annual conference, as we deem advisable in our sole discretion, and require that you attend such conference. You will be responsible for the costs and expenses you incur in connection with any annual conference/convention (lodging, travel, meals, etc.).
Relocation Fee ⁶	We reserve the right to charge you a fee of \$3,000 as well as cover the associated costs.	Upon demand.	We reserve the right to charge you a fee of \$3,000 upon your request for relocation. In addition to the relocation fee, we may require you to cover (in advance) or promptly reimburse us the costs that we incur in connection with evaluating and otherwise revising your Franchise Agreement to account for your relocation.
Testing or Supplier Approval Fee	Costs and expenses of inspection, evaluation and/or testing and other professional analysis.	As incurred	Testing or Supplier Approval fees are paid to us.
Accounting Fee ⁷	Costs and expenses	As incurred	Payable if audit reveals that you have underreported the Gross Sales of your Franchised Business by 2% or more for any designated reporting period.
Renewal Fee ⁸	The greater of twenty-five percent of then-current Initial Franchise Fee or \$22,500.	Upon signing new franchise agreement.	The Renewal Fee is paid to us.
Late Payment ⁹	\$10 per day plus one and a half percent (1.5%) interest per month, or maximum allowed by law.	When payment is past due.	Payable in addition to other payments to us and the past due amount owed.

Attorney Fees and Costs	Reimbursement of our actual fees and costs.	As incurred.	You must reimburse us for our attorneys' fees and any court costs that we are forced to incur in connection with enforcing or protecting our rights under your Franchise Agreement, including the costs associated with a collection action for amounts that are past due.
Indemnification ¹⁰	Actual costs of indemnification.	When incurred.	You must reimburse us for our attorneys' fees and other costs that we incur in connection with any third-party claims brought against us that arise out of, or are related to, the operation of your Franchised Business.
Insurance Reimbursement	Will vary according to circumstance.	Upon demand.	If you fail to obtain required insurance, we may obtain such insurance at your expense (but are not required to do so) and charge you a service fee to do so. Otherwise, these payments are made directly to your third-party insurance provider.
Management Fee	Up to 10% of the Gross Sales of the Franchised Business over the time period that we operate the Franchised Business on your behalf, plus the costs/expenses we incur in connection with taking over operations.	When incurred.	The Management Fee will only be due to us if (a) you are in material Default under your Franchise Agreement or become disabled/incapacitated/absent (and unable to perform as the "Franchisee" under your Franchise Agreement), and (b) we exercise our right to temporarily operate your Franchised Business in an effort to assist in getting the operations of the Franchised Business back into compliance with the Franchise Agreement and System standards. If incurred, the Management Fee is payable to us in addition to the Royalty Fee.
Reimbursement of Costs and Expenses ¹¹	Costs and expenses	As incurred	You will reimburse us for any costs and expenses we incur if, after notice, you fail to cure any deficiency in the Franchised Business, and we choose to correct the deficiency.
Market Introduction Program	\$25,000 - \$50,000	30 days prior through 30 days after opening.	Expenses for the Market Introduction Program are paid to third parties.

Explanatory Notes

General. The table above provides recurring or isolated fees or payments that you must pay to us or our affiliates or that we or our affiliates impose or collect in whole or in part on behalf of a third party or that you are required to spend by the Franchise Agreement. All fees and expenses described in this Item 6 are nonrefundable. We have negotiated certain fees with certain of our initial franchisees. However, except as otherwise indicated in the chart above, we intend to uniformly impose all fees and expenses listed and they are payable to us and are fully earned upon receipt by us.

1. **Royalty Fee and Other Fees.** Your Royalty Fee, as well as any other fees payable to us or our affiliates under the Franchise Agreement, may be collected by us via EFT from the bank account you are required to designate solely for use in connection with your Franchised Business (your “EFT Account”). You must provide us with the details of your EFT Account prior to opening and execute all documents necessary to authorize us to make withdrawals from this account throughout the term of your Franchise Agreement, including our then-current EFT Withdrawal Authorization form that is attached as an Exhibit to our current form of Franchise Agreement. You must provide us with advance written notice of any change to the information related to your EFT Account.
2. **Local Advertising Requirement.** We require that you spend a minimum of one percent (1%) of your Gross Sales on local advertising, marketing and promotional programs (“Local Advertising”). The amount spent in connection with your Market Introduction Program will satisfy your Local Advertising Requirement for the first month of operations. There are currently no advertising cooperatives in our System. We may create a regional advertising cooperative and require you to contribute to this advertising cooperative. Any financial contributions made by you to the advertising cooperative may be credited against your required expenditures for Local Advertising. Company-owned units may be active members of any cooperative and may possess voting power in accordance with the rules of the cooperative as we may determine.

Collection Interval. We reserve the right to change the interval at which we collect your Royalty Fee, Fund Contribution (if appropriate) and other recurring fees payable to us or our affiliates under the Franchise Agreement upon written notice to you. For example, we may collect these recurring fees on a weekly rather than monthly basis. Regardless, you are required to provide us with a weekly Gross Sales report detailing your Gross Sales from the preceding Business Week, along with your calculated Royalty Fee, Fund Contribution (if appropriate) and other information that we reasonably require (the “Gross Sales Report”) on Monday of each week. We may also require you to use a Computer System and/or related software that provide us with automatic access to such Gross Sales Reports.

Definition of Gross Sales. “Gross Sales” means the total revenue generated by your Franchised Business, including all revenue generated from the sale and provision of any and all gift cards and other Approved Products at or through your Franchised Business and all proceeds from any business interruption insurance related to the non-operation of your Franchised Business, whether such revenues are evidenced by cash, check, credit, charge, account, barter or exchange. “Gross Sales” does not include (a) any sales tax and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, (b) tips received by employees directly from customers of the Franchised Business, or (c) the value of any allowance issued or granted to any customer of the Franchised Business that is credited in good faith by Franchisee in full or partial satisfaction of the price of the Approved Products or Services.

3. **Technology Support and Development Fee.** This represents the cost for maintaining our website and social media pages or causing a third party to maintain our website and/or other social media sites incorporating information relating to your Franchised Business. This fee also includes the cost

of supporting and developing technology for use in connection with the System. You will be charged the then-current Technology Support and Development Fee commencing on opening, which as of the date of this disclosure document is \$250 per month and which will not increase more than 5% per year.

4. **Transfer Fee.** If you wish to transfer your Franchised Business, you will be required to pay us a transfer fee. The fee to transfer is fifty percent (50%) of the then-current Initial Franchise Fee. Half of the transfer fee must be paid to us upon application to transfer. The balance shall be paid upon transfer. All fees paid upon application to transfer are non-refundable whether or not the transfer actually occurs.
5. **Training Fee.** We will not charge a Training Fee in connection with minor, day-to-day assistance that we provide over the phone or via email, subject to our availability.

We reserve the right to charge our then-current Training Fee in connection with any: (i) training or on-site assistance that we determine to provide at your request; (ii) any training or assistance that takes place at your Franchised Business; and (iii) any training that we require you to complete as part of the actions you must undertake to cure your default and/or breach of your Franchise Agreement (“Remedial Training”). Our then-current Training Fee will not increase more than 5% per year.

You will also be responsible for our costs and expenses in connection with providing you with training as well as any costs and expenses that you and/or your owners and other trainees associated with attending or otherwise participating in any training we require in connection with the Franchised Business, regardless of whether or not we collect any kind of training fee. Please see Item 11 of this Disclosure Document for additional information.

6. **Relocation.** If you relocate your Franchised Business, you will be required to pay us any costs and expenses we incur in assisting you to relocate your Franchised Business including, but not limited to expenses incurred for labor, salary and travel expenses, professional fees, demographic reports and other costs.
7. **Accounting Fee.** We have the right to conduct an audit of the books and records of the Franchised Business. If we do so, with an independent auditor or otherwise, and it is determined that you underestimated your Gross Sales in any report by two percent or less, then you must pay within fifteen (15) days of written notice, the underreported amount plus interest. If it is determined that you underestimated your Gross Sales in any report by more than two percent (2%), then you must pay within fifteen (15) days of written notice, the underreported amount along with the cost of conducting the audit, including, without limitation travel, lodging, meals, wages, expenses, accountant fees, attorneys’ fees and interest. If you fail to provide any reports, supporting reports or other information as required, you must pay within fifteen days of written notice the cost of conducting the audit, including without limitation, travel, lodging, meals, wages, expenses, accountant fees, attorneys’ fees and interest.
8. **Renewal Fee.** Two five (5) year successor franchise agreements are available to qualified franchisees under certain circumstances and in accordance with the conditions contained in your Franchise Agreement. You do not have any right to a successor development agreement.
9. **Interest on Late Payments.** Interest begins to accrue on the due date of any payment that has not been timely received or is not paid in full.

10. **Indemnification.** In addition to the requirement that you reimburse us for amounts of all other claims, liabilities or losses we incur from your Franchised Business, if we elect to enforce the terms of any Confidentiality, Non-Use and Non-Competition Agreement against any individual required to execute such agreement, you must reimburse us for our attorneys' fees, expert fees, court costs and all other expenses of litigation in connection with that enforcement.
11. **Reimbursement of Costs and Expenses.** If after notice, you fail to cure any deficiency in the Franchised Business and/or your operation of the Franchised Business, we may correct the deficiency. If we elect to correct the deficiency, you will reimburse us for our costs and expenses incurred in correcting the deficiency.

ITEM 7. ESTIMATED INITIAL INVESTMENT

a. Single Unit (Traditional Location)

YOUR ESTIMATED INITIAL INVESTMENT¹

TYPE OF EXPENDITURE	AMOUNT LOW	AMOUNT HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee ¹	\$45,000	\$45,000	Certified check or wire transfer	When Franchise Agreement is signed	Us
Rent and Security Deposit ²	\$10,000	\$60,000	As arranged	As arranged	Landlord
Utility Deposit ³	\$1,500	\$5,000	As arranged	As arranged	Third Party Suppliers
Design and Architect Fees ⁴	\$12,000	\$60,000	As arranged	As arranged	Designer or Architect
Leasehold Improvements ⁵	\$200,000	\$450,000	As arranged	As arranged	Third Part Suppliers, Approved Suppliers
Signage ⁶	\$8,500	\$21,000	As arranged	As arranged	Approved Suppliers
Equipment, Furniture and Fixtures, Office Set Up ⁷	\$245,000	\$285,000	As arranged	As arranged	Approved Suppliers
Point of Sale and Computer Equipment, Internet, Phone, Security ⁸	\$5,000	\$10,000	As arranged	As arranged	Approved Suppliers
Business Licenses and Permits ⁹	\$5,000	\$10,000	As arranged	As arranged	Government agencies
Professional Fees	\$15,000	\$25,000	As arranged	As arranged	Attorney, Accountant
Insurance – 3 months ¹⁰	\$665	\$2,000	As arranged	As arranged	Insurance companies
Initial Inventory and Uniforms ¹¹	\$30,000	\$30,000	As arranged	As arranged	Approved Suppliers, Us, or our Affiliates.

Training Expenses ¹²	\$20,000	\$30,000	As arranged	As arranged	Airline, Hotel, Restaurants Etc.
Market Introduction Program ¹³	\$25,000	\$50,000	As arranged	30 days prior through 30 days after opening	Approved Suppliers, Third Party Suppliers
Site Evaluation Fee ¹⁴	\$0	\$3,000	As arranged.	As incurred	Us
Additional Funds – 3 Months ¹⁵	\$150,000	\$300,000	As arranged	As arranged	Various
TOTAL¹⁶	\$772,665	\$1,386,000			

In general, none of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable. We do not finance any portion of your initial investment. All of our estimates assume that you will purchase the required items. Your costs may be lower if you choose to lease some items. These estimates may vary significantly for non-traditional locations.

Explanatory Notes

Note 1: *Initial Franchise Fee.* The details of the Initial Franchise Fee are described in Item 5.

Note 2: *Rent and Security Deposit.* Our estimates assume that you will lease space for your Franchised Business and that your Landlord will require 2-months’ rent when you execute a lease (the “Lease”), and that your Restaurant will be approximately 1,500 – 3,000 square feet. Landlords may vary the base rental rate and charge rent based on a percentage of Gross Sales. In addition to base rent, your Lease may require you to pay common area maintenance charges (“CAM Charges”) for your pro rata share of the real estate taxes and insurance, and your pro rata share of other charges. The actual amount you pay under the Lease will vary depending on the size of the space, the types of charges that are allocated to tenants under the Lease, your ability to negotiate with landlords and the prevailing rental rates in the geographic region.

If you choose to purchase real property on which to build your Franchised Business, your initial investment will probably be higher than what we estimate above. If you purchase real property, we cannot estimate how this purchase will affect your total initial investment.

In addition to your rent deposit, your Landlord may require one to two months of rent as a security deposit.

Note 3: *Utility Deposits.* You may need to provide security deposits for your utilities (such as gas, water and/or electric).

Note 4: *Design & Architect Fees.* You must obtain construction plans for the build-out of your Approved Location according to our specifications. We reserve the right to designate and/or approve of the designer and/or architect you use.

Note 5: *Leasehold Improvements.* The cost of leasehold improvements will vary depending on many factors, including: (i) the size and configuration of the Approved Location; (ii) pre-construction costs (including demolition of existing walls and removal of existing improvements and fixtures); and (iii) cost of materials and labor, which may vary based on geography and location or whether you must use union labor for the build-out of your location. These amounts may vary substantially based on local conditions, including the availability and prices of labor and materials. These costs may also vary depending on whether certain of these costs will be incurred by the landlord or through landlord tenant improvement contributions, and the

condition of the space before you take possession of the Approved Location. The low end of our estimate assumes that you have leased space that previously operated as a restaurant and that you will convert to a Restaurant. The high end of our estimate assumes that you have leased a “vanilla box” space and that more improvements are required. Our estimate does not include any tenant improvement allowance that you may negotiate.

Note 6: *Signage*. These amounts represent your cost for interior and exterior signage and interior graphics.

Your landlord or your local ordinances may have different restrictions it places on interior and exterior signage which may affect your costs.

Note 7: *Equipment, Furniture and Fixtures*. The equipment you will need includes: freezer, refrigerators, mixers, prep tables and small wares. The furniture and fixtures you will need include: tables and chairs, menu boards, office furniture and office supplies and “branding” décor items. Also included is the cost of establishing an office with computer, printer, file cabinets, safe and assorted stationary items.

Note 8: *Point of Sale & Computer Equipment*. You must purchase or lease the point of sale and computer system that we designate including tablet computers, credit card swipers, Miura EMV Readers, thermal wired receipt printers, Impact kitchen printers, cash drawers, surge protector, anti-virus software, firewall hardware, remote data backups, video surveillance equipment, facsimile/scanner, and a separate computer for internet browsing/administration. Additional information regarding the required point of sale and computer system is included in Item 11.

Note 9: *Business Licenses and Permits*. These are estimates of the costs for obtaining local business licenses which typically remain in effect for one year. These figures do not include occupancy and construction permits which are included in the leasehold improvements estimate. The cost of these permits and licenses will vary substantially depending on the location of the Franchised Business. We strongly recommend that you verify the cost for all licenses and permits required in your jurisdiction before signing the Franchise Agreement.

Note 10: *Insurance*. These figures are estimates of the cost of the quarterly premiums for the insurance you must obtain and maintain for your Franchised Business, as described in Item 8. Insurance premiums may be payable monthly, quarterly, semi-annually or annually, based on the insurance company’s practices and your creditworthiness.

Note 11: *Initial Inventory*. These amounts represent your initial inventory of food and beverage supplies, paper products, and cleaning materials and supplies.

Note 12: *Training Expenses*. We provide initial training for two (2) people at no additional charge. These estimates include only (a) your out-of-pocket costs associated with attending our initial training program (the “Initial Training Program”), including travel, lodging, meals and applicable wages, and (b) the travel, lodging, meals and other expenses of our training personnel who attend the portion of initial training that takes place at your Restaurant. These amounts do not include any fees or expenses for training any other personnel. Your costs may vary depending on your selection of lodging and dining facilities and mode and distance of transportation. Our training program lasts for approximately four (4) to six (6) weeks, depending on your experience as we determine in our sole discretion. The numbers set forth above assume 4 weeks of training.

Note 13: *Market Introduction Program*. You must conduct a market introduction program (the “Market Introduction Program”) thirty (30) days prior to opening through thirty (30) days after opening your Franchised Business. We may designate a different time period for you to conduct the Market Introduction Program. The Market Introduction Program may include advertising requirements, product sampling, public relations plans, community involvement activities, premium or promotional item giveaways and in-store incentives, brand awareness programs, Social Media Platforms and Social Media Materials, “guerilla” or “four walls” marketing programs and direct mail, as we require, and we must approve of your Market

Introduction Program before it is conducted.

Note 14: *Site Evaluation*. We may conduct on-site evaluations of any proposed site for the Franchised Business. If we conduct an evaluation, you will be required to pay our costs and expenses.

Note 15: *Additional Funds*. We relied upon our affiliate’s experience operating similar locations in the Metro, New York area when calculating the amount of additional funds necessary during the first three months of operations. You will need capital to support ongoing expenses, such as payroll, utilities, rent, product purchases, Royalty Fees, and advertising and marketing fees, if these costs are not covered by sales revenue for your first three months of operation. Our estimate does not include any sales revenue you may generate. We estimate that the amount given will be sufficient to cover ongoing expenses for the start-up phase of the business, which we calculate to be three months.

Note 16: *Total*. The estimated range of expenses disclosed in this Item are for a Restaurant that is approximately 1,500 – 3,000 square feet.

b. Single Unit (Non-Traditional Location)

YOUR ESTIMATED INITIAL INVESTMENT¹

TYPE OF EXPENDITURE	AMOUNT LOW	AMOUNT HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee ²	\$45,000	\$45,000	Certified check or wire transfer	When Franchise Agreement is signed	Us
Security Deposit ³	\$8,333	\$47,667	As arranged	As arranged	Landlord
Utility Deposit ⁴	\$1,500	\$5,000	As arranged	As arranged	Third Party Suppliers
Design and Architect Fees ⁵	\$7,500	\$15,000	As arranged	As arranged	Designer or Architect
Leasehold Improvements ⁶	\$100,000	\$400,000	As arranged	As arranged	Third Part Suppliers, Approved Suppliers
Signage ⁷	\$3,500	\$21,000	As arranged	As arranged	Approved Suppliers
Equipment, Furniture and Fixtures, Office SetUp ⁸	\$245,000	\$285,000	As arranged	As arranged	Approved Suppliers
Point of Sale and Computer Equipment, Internet, Phone, Security ⁹	\$5,000	\$10,000	As arranged	As arranged	Approved Suppliers
Business Licenses and Permits ¹⁰	\$5,000	\$10,000	As arranged	As arranged	Government agencies
Professional Fees	\$15,000	\$25,000	As arranged	As arranged	Attorney, Accountant
Insurance – 3 months ¹⁰	\$665	\$2,000	As arranged	As arranged	Insurance companies

Initial Inventory and Uniforms ¹²	\$16,500	\$27,500	As arranged	As arranged	Approved Suppliers, Us, or our Affiliates.
Training Expenses ¹³	\$10,000	\$20,000	As arranged	As arranged	Airline, Hotel, Restaurants Etc.
Market Introduction Program ¹⁴	\$25,000	\$50,000	As arranged	30 days prior through 30 days after opening	Approved Suppliers, Third Party Suppliers
Site Evaluation Fee ¹⁵	\$0	\$3,000	As arranged.	As incurred	Us
Additional Funds – 3 Months ¹⁶	\$100,000	\$250,000	As arranged	As arranged	Various
TOTAL¹⁷	\$587,998	\$1,216,167			

In general, none of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable. We do not finance any portion of your initial investment. All of our estimates assume that you will purchase the required items. Your costs may be lower if you choose to lease some items. These estimates may vary significantly for non-traditional locations.

Explanatory Notes

Note 1: *General*. Unless negotiated with a third-party, non-affiliated supplier, all payments disclosed in this Item are generally non-refundable.

Note 2: *Initial Franchise Fee*. The details of the Initial Franchise Fee are described in Item 5.

Note 3: *Rent and Security Deposit*. Our estimates assume that you will lease space for your Franchised Business and that your Landlord will require 2-months’ rent when you execute a lease (the “Lease”). Your Non-Traditional Restaurant may be in a gym or fitness center; governmental facility; university or school; airport or other transportation facility; stadium, arena or other sports and entertainment venue; amusement or theme park; cafeteria or food court in a shopping center, shopping mall, office building, hospital or industrial facility; museum, zoo or other public facility. A typical Non-Traditional Restaurant may use between 300 and 3,000 square feet of space, however your Non-Traditional Restaurant may fall outside this estimated range depending on the requirements and restrictions of the venue within which it is located. The size, requirements and expenses for a kiosk location will vary significantly from a storefront restaurant. Landlords may vary the base rental rate and charge rent based on a percentage of Gross Sales. In addition to base rent, your Lease may require you to pay common area maintenance charges (“CAM Charges”) for your pro rata share of the real estate taxes and insurance, and your pro rata share of other charges. The actual amount you pay under the Lease will vary depending on the size of the space, the types of charges that are allocated to tenants under the Lease, your ability to negotiate with landlords and the prevailing rental rates in the geographic region.

Note 4: *Utility Deposits*. You may need to provide security deposits for your utilities (such as gas, water and/or electric).

Note 5: *Design & Architect Fees*. You must obtain construction plans for the build-out of your Approved Location according to our specifications. We reserve the right to designate and/or approve of the designer and/or architect you use.

Note 6: *Leasehold Improvements*. The cost of leasehold improvements will vary depending on many factors,

including: (i) the size and configuration of the Approved Location; (ii) the nature, size and location within the non-traditional venue, (iii) pre-construction costs (including removal of existing improvements and fixtures); and (iv) cost of materials and labor, which may vary based on geography and location or whether you must use union labor for the build-out of your location. These amounts will vary substantially based on local conditions, including the availability and prices of labor and materials, as well as the size and specific construction restrictions and requirements of the particular non-traditional venue. These costs may also vary depending on whether certain of these costs will be incurred by the landlord or venue, or through tenant improvement contributions, and the condition of the space before you take possession of the Approved Location. The low end of our estimate assumes that you have leased space that previously operated as a restaurant and that you will convert to a Restaurant. The high end of our estimate assumes that you have leased a “vanilla box” space and that more improvements are required. Our estimate does not include any tenant improvement allowance that you may negotiate.

Note 7: *Signage*. These amounts represent your cost for interior and exterior/venue signage and interior graphics. Your landlord, venue or your local ordinances may have different restrictions it places on interior and exterior signage which may affect your costs.

Note 8: *Equipment, Furniture and Fixtures*. The equipment you will need includes: freezer, refrigerators, mixers, prep tables and small wares. The furniture and fixtures you will need include: tables and chairs, menu boards, office furniture and office supplies and “branding” décor items. Also included is the cost of establishing an office with computer, printer, file cabinets, safe and assorted stationary items.

Note 9: *Point of Sale & Computer Equipment*. You must purchase or lease the point of sale and computer system that we designate including tablet computers, credit card swipers, Miura EMV Readers, thermal wired receipt printers, Impact kitchen printers, cash drawers, surge protector, anti- virus software, firewall hardware, remote data backups, video surveillance equipment, facsimile/scanner, and a separate computer for internet browsing/administration. Additional information regarding the required point of sale and computer system is included in Item 11.

Note 10: *Business Licenses and Permits*. These are estimates of the costs for obtaining local business licenses which typically remain in effect for one year. These figures do not include occupancy, and construction permits which are included in the leasehold improvements estimate. The cost of these permits and licenses will vary substantially depending on the location of the Franchised Business. We strongly recommend that you verify the cost for all licenses and permits required in your jurisdiction before signing the Franchise Agreement.

Note 11: *Insurance*. These figures are estimates of the cost of the quarterly premiums for the insurance you must obtain and maintain for your Franchised Business, as described in Item 8. Insurance premiums may be payable monthly, quarterly, semi-annually or annually, based on the insurance company’s practices and your creditworthiness.

Note 12: *Initial Inventory*. These amounts represent your initial inventory of food and beverage supplies, paper products, and cleaning materials and supplies.

Note 13: *Training Expenses*. We provide initial training for up to three people at no additional charge. These estimates include only (a) your out-of-pocket costs associated with attending our initial training program (the “Initial Training Program”), including travel, lodging, meals and applicable wages, and (b) the travel, lodging, meals and other expenses of our training personnel who attend the portion of initial training that takes place at your Restaurant. These amounts do not include any fees or expenses for training any other personnel. Your costs may vary depending on your selection of lodging and dining facilities and mode and distance of transportation. Our training program lasts for approximately four (4) to six (6) weeks, depending on your experience as we determine in our sole discretion. The numbers set forth above assume 4 weeks of

training.

Note 14: *Market Introduction Program*. You must conduct a market introduction program (the “Market Introduction Program”) thirty (30) days prior to opening through thirty (30) days after opening your Franchised Business. We may designate a different time period for you to conduct the Market Introduction Program. The Market Introduction Program may include advertising requirements, product sampling, public relations plans, community involvement activities, premium or promotional item giveaways and in-store incentives, brand awareness programs, Social Media Platforms and Social Media Materials, “guerilla” or “four walls” marketing programs and direct mail, as we require, and we must approve of your Market Introduction Program before it is conducted.

Note 15: *Site Evaluation*. We may conduct on-site evaluations of any proposed site for the Franchised Business. If we conduct an evaluation, you will be required to pay our costs and expenses.

Note 15: *Additional Funds*. You will need capital to support ongoing expenses, such as payroll, utilities, rent, product purchases, Royalty Fees, and advertising and marketing fees, if these costs are not covered by sales revenue for your first three months of operation. Our estimate does not include any sales revenue you may generate. We estimate that the amount given will be sufficient to cover ongoing expenses for the start-up phase of the business, which we calculate to be three months.

Note 16: *Total*. We relied upon our Non-Traditional Affiliates’ experiences opening and operating non-traditional locations in the Metro, New York area when preparing these figures. However, neither we nor our affiliates currently operate any non-traditional locations. The range of expenses disclosed in this Item are for Non-Traditional Restaurants ranging from 300 to 3,000 square feet.

c. Development Agreement (3-Pack)

YOUR ESTIMATED INITIAL INVESTMENT¹

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Initial Development Fee ²	\$82,500	Lump Sum	Upon execution of Development Agreement	Us
Initial Investment to Open Initial Franchised Business ³	\$542,998 - \$1,341,000	See Chart A of this Item 7.		
TOTALS	\$625,498 - \$1,423,500	This is the total estimated initial investment to enter into a Development Agreement for the right to own a total of three (3) Franchised Businesses, as well as the costs to open and commence operating your initial Franchised Business for the first three (3) months (as described more fully in Chart A of this Item 7).		

Explanatory Notes

Note 1: *General Note*. All fees and payments are non-refundable, unless otherwise stated or permitted by the payee. This Chart details the estimated initial investment associated with executing a Development Agreement for the right to own and operate three (3) Franchised Businesses, as well as the initial investment to open your first Franchised Business under your Development Schedule.

Note 2: *Initial Development Fee*. The Initial Development Fee is described in greater detail in Item 5 of this Disclosure Document, and this Initial Development Fee is for the right to open and operate a total of three (3) Franchised Businesses (provided you comply with your development obligations under the Development

Agreement). If you choose to open more than three (3) Franchised Businesses, your Initial Development Fee will be calculated as follows: (i) \$45,000 for the initial Franchised Business that we will grant you the right to open and operate under the Development Agreement; plus (ii) \$20,000 for the second Franchised Business that you are granted the right to open under the Development Agreement; plus (iii) \$17,500 for the third and each additional Franchised Business that you are granted the right to open.

Note 3: *Initial Investment to Open Initial Franchised Business.* This figure represents the total estimated initial investment required to open the initial Franchised Business you agreed to open and operate under the Development Agreement. You will be required to enter into our then-current form of Franchise Agreement for the initial Franchised Business you open under your Development Agreement, most likely once you have found an Approved Location for the business that we approve. The range includes all the items outlined in Charts 7.A and 7.B of this Item, except for the Initial Franchise Fee. The low-end estimate assumes the Initial Franchised Business will be at a Non-Traditional Location. The high-end estimate assumes the Initial Franchised Business will be a traditional Restaurant. This estimate does not include any of the costs you will incur in opening any additional Franchised Business(es) that you are granted the right to open and operate under your Development Agreement.

Note 4: *Subsequent Franchise and Training Fee (Not Included in this Chart 7.C.).* As previously disclosed in Item 5, you will be required to pay us a Subsequent Franchise and Training Fee of \$20,000 in connection with your second Franchised Business and \$17,500 in connection with your third and each additional Franchised business each upon the earlier of (a) 10 days from the date you sign a lease in connection with that Additional Franchised Business, or (b) 90 days prior to the scheduled opening of that Additional Franchised Business. These fees are not included in Chart 7.C. above, however, because they will not likely be paid within three (3) months of the date you open your initial Franchised Business granted under your Development Agreement. You are not required to pay any subsequent development fee in connection with your initial Franchised Business. You're not required to pay an additional Initial Franchise Fee in connection with opening any of your additional businesses under the Development Agreement. You are only required to pay the Development Fee upon signing the Development Agreement and the Subsequent Franchise and Training Fee.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate all aspects of your Franchised Business in strict conformance with the methods, standards and specifications of our System. Our methods, standards, and specifications will be communicated to you in writing through our confidential manuals (collectively, the "Manuals") and other proprietary guidelines and writings that we prepare for your use in connection with the Franchised Business and System. We may periodically change our System standards and specifications from time to time, as we deem appropriate or necessary in our sole discretion, and you will be solely responsible for costs associated with complying with any modifications to the System.

Approved Products

You may only market, offer, sell and provide the menu items and other Approved Products we designate at your Franchised Business in a manner that meets our System standards and specifications. We will provide you with a list of our then-current Approved Products, along with their standards, processes and specifications, as part of the Manuals or otherwise in writing prior to the opening of your Franchised Business. We may update or modify this list in writing at any time.

If you wish to offer any product or service in your Franchised Business other than our Approved Products or use any item in connection with your Franchised Business that does not meet our System standards and specifications, then you must obtain our prior written approval as described more fully in this Item 8.

Approved Suppliers

We have the right to require you to purchase any products, services and other items necessary to operate your Franchised Business from a supplier that we approve or designate (each, an “Approved Supplier”), which may include us or our affiliate(s). We will provide you with a list of our Approved Suppliers in writing as part of the Manuals or otherwise in writing, and we may update or modify this list as we deem appropriate. We may develop proprietary products for use in your Franchised Business, including private-label products that bear the Proprietary Marks, and we may require you to purchase these items from us or our affiliate(s). You must at all times maintain sufficient levels of inventory to adequately meet consumer demand. We reserve the right to designate us or any of our affiliates as an Approved Supplier with respect to any item you must purchase in connection with your Franchised Business in the future.

Neither we nor any persons affiliated with us are the only approved supplier of any required services. As of the Issuance Date of this Disclosure Document, our affiliate, Fresh Designs, is an Approved Supplier of certain millwork in connection with the buildout of fresh&co restaurants. Alexander Perez, our COO has an ownership interest in of Fresh Designs. We and our affiliates (i) may include a markup in the price of any items we or they sell or lease to you; (ii) may derive profit from the items we or they sell or lease to you; and (iii) may receive rebates, overrides or other consideration from Suppliers as a result of purchases by our franchisees. Other than as set forth above, neither we nor any persons affiliated with us are currently approved suppliers for any products or services and none of our officers owns an interest in any Supplier.

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

As of the Issue Date, we have Approved Suppliers for the following items: (i) the POS system hardware and software (collectively, the “POS System”); (ii) paper products, branded items and other retail inventory for resale at the Franchised Business; (iii) management software and other software the we designate from time to time (collectively, the “Required Software”); (iv) certain of the materials necessary to build out the Approved Location; (v) site selection assistance; (vi) architectural services; and (vii) certain proprietary artwork, as well as other décor and trade dress items.

We reserve the right to designate ourselves or an affiliate of ours (if and when established) as an Approved Supplier with respect to any item you must purchase in connection with your Franchised Business in the future, including for the services we provide as part of any Technology Support and Development Fee we charge in the future.

You must offer products and services in the manner we prescribe, provide quality customer service, and otherwise operate your Franchised Business in a manner which will enhance the image intended by us for the System. We reserve the right to formulate and modify our standards and specifications for operating a Franchised Business based upon the collective experience of our principals. Our System standards and specifications are described in the Franchise Agreement, the Manuals, and other written documents. We have the right, under the Franchise Agreement, to change the standards and specifications applicable to operation of the Franchised Business by written notice to you or through changes in the Manuals. You may incur an increased cost to comply with these changes at your own expense; however, no change will materially alter your fundamental rights under the Franchise Agreement.

Required Purchases and Right to Derive Revenue

The products or services we require you to purchase or lease from us or an Approved Supplier, or purchase or lease in accordance with our standards and specifications, are referred to collectively as your “Required Purchases.” We estimate that your Required Purchases will account for approximately 80% to 90% of your total costs incurred in establishing your Franchised Business, and approximately 50% to 60% of your

ongoing costs to operate the Franchised Business after the initial start-up phase. Please be advised that these percentages do not include your lease payments you make in connection with your Approved Location.

We reserve the right to derive revenue from any of the purchases our System franchisees are required to make in connection with the Franchised Business. We reserve the right to receive rebates, overrides or other consideration from any and all of our suppliers as a result of purchases by our franchisees. We have arrangements with certain Suppliers to receive rebates as a result of required purchases from these Suppliers. During the fiscal year ended June 30, 2024, we earned \$1,256 from rebates. During our fiscal year ended June 30, 2024, we did not earn any revenue from required purchases by franchisees. Our Affiliate, Fresh Design did not derive any revenue from the sale of services to franchisees in the past fiscal year ending June 30, 2024.

Non-Approved Product/Service and Alternate Supplier Approval

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

If you wish to undertake either of these actions, you must request and obtain our approval in writing before: (i) using or offering the non-approved product or service in connection with your Franchised Business; or (ii) purchasing from a non-approved supplier. You must reimburse us for the costs we incur in processing the request and testing the item. We may ask you to submit samples or information so that we can make an informed decision whether the goods, equipment, supplies or supplier meet our specifications and quality standards. In evaluating a supplier that you propose to us, we consider not only the quality of the particular product at issue, but also the supplier's production and delivery capability, overall business reputation and financial condition. We may provide any alternate supplier you propose with a copy of our then-current specifications for any product(s) you wish the supplier to supply, provided the supplier enters into a confidentiality and non-disclosure agreement in the form we specify. We may also inspect a proposed supplier's facilities and test its products, and request that you reimburse our actual costs associated with the testing/inspection.

We will notify you in writing within 10 business days after we receive all necessary information and/or complete our inspection or testing to advise you if we approve or disapprove the proposed item and/or supplier. The criteria we use in approving or rejecting new suppliers is proprietary, but we may (but are not required to) make it available to you upon request. Each supplier that we approve must comply with our usual and customary requirements regarding insurance, indemnification and non-disclosure. If we approve any supplier, we will not guarantee your performance of any supply contract with that supplier under any circumstances. We may re-inspect and/or revoke our approval of a supplier or item at any time and for any reason to protect the best interests and goodwill of our System and Proprietary Marks. The revocation of a previously-approved product or alternative supplier is effective immediately when you receive written notice from us of revocation and, following receipt of our notice, you may not place any new orders for the revoked product, or with the revoked supplier.

Purchasing Cooperatives and Right to Receive Compensation

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and Approved Suppliers on behalf of the System.

We have negotiated certain purchase arrangements with our Approved Suppliers. We may establish further strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the Franchised Businesses in our System. We may: (i) limit the number of Approved Suppliers with whom you may deal; (ii) designate sources that you must use for some or all products, equipment and services; and (iii) refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System.

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

Franchisee Compliance

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

Advertising

You must participate in all advertising and sales promotions we design to promote and enhance the collective success of all Franchised Businesses operating under the System. In all aspects of these programs, including without limitation, the type/quantity/timing/placement and choice of media, and market areas and advertising agencies, the System standards and specifications established by us will be final and binding upon you. We may also request that you purchase and/or make copies of (at your expense) and subsequently use certain other advertising or promotional materials that we designate for use in connection with the Franchised Business.

You must obtain our approval before you use any advertising and promotional materials or plans in connection with your Franchised Business if we have not prepared or approved them during the 12 months prior to the date of your proposed use. We may revoke our approval of any previously approved advertising materials upon notice to you. We reserve the right to require you to include certain language on all advertising to be used locally by you or to be used by any Cooperative, including the phrase "Franchises Available" and references to our telephone number and/or website.

Approved Location and Lease

You must obtain our approval of the Approved Location for your Franchised Business before you acquire the site. We may condition our approval of any such location on you and your landlord's execution of our prescribed form of Collateral Assignment of Lease (attached as an Exhibit to our current form of Franchise Agreement). You must also ensure that you comply with all of our System standards and specifications related to the build-out, remodeling and/or construction of your Franchised Business at the Approved Location.

We may have an Approved Supplier for site selection that we recommend to you. We currently do not require that you use this supplier (but reserve the right to do so).

Insurance

You must purchase and maintain the types and amounts of insurance that we designate in our Manuals or otherwise in writing, which we may modify from time to time as we deem appropriate in our reasonable discretion. We may designate an Approved Supplier for all or certain insurance coverages you must acquire and maintain in connection with your Restaurant operations and ownership, and you must always furnish us with certificates of insurance (or, at our request, copies of all insurance policies), evidencing the existence and continuation of the insurance coverage required in the Franchise Agreement, which we may update and modify via the Manuals or otherwise. All policies must contain a waiver of subrogation in our favor and must name us and any additional parties we designate as additional insureds (except with regards to workers' compensation insurance).

This insurance coverage must be maintained during the term of the Franchise Agreement and must be obtained
Fresh Franchise LLC
2024-2025 Franchise Disclosure Document.2

from a responsible carrier or carriers rated “A” or better by A.M. Best & Company, Inc. and be approved by us. We currently require: (i) commercial general liability insurance in amounts not less than \$1,000,000, combined single limit per occurrence, \$2,000,000 general aggregate; (ii) “all risk” insurance covering fire and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage in amounts not less than \$100,000; (iii) an “umbrella” policy providing excess coverage in amounts not less than \$5,000,000; (iv) workers’ compensation insurance or similar insurance as required by the law of the state or jurisdiction in which your Franchised Business is located; (v) crime (inside/outside money and securities) and employee dishonesty insurance in amounts not less than \$100,000; (vi) business interruption insurance in an amount which is the greater of the acute loss sustained or \$50,000; (vii) employment practices liability insurance in amounts not less than \$500,000; (viii) any insurance required by law in the state or locality in which your Franchised Business will operate; and (ix) for any construction, renovation, remodeling or build-out of your Franchised Business, you must maintain builder’s risk insurance and performance and completion bonds in forms and amounts and written by a carrier or carriers satisfactory to us.

You may with our prior written consent, elect to have reasonable deductibles under the coverage required above. All of the policies must name us, our parent, affiliates and the respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as additional insureds and must include a waiver of subrogation in favor of all parties.

Computer Hardware and Software

You must lease or purchase the computer hardware and software necessary to operate the POS System you must purchase from our Approved Supplier and use in connection with your Franchised Business. You may be required to process credit cards through a supplier or vendor we may designate. You must comply with all data and customer protection laws, including the Payment Card Industry (“PCI”) Data Security Standard and maintain PCI compliance throughout the term of your Franchise Agreement.

You must pay the monthly and initial fees associated with our current POS System and will be responsible for the costs of maintaining the computer hardware and software used in connection with your Franchised Business (collectively, the “Computer System”).

You must purchase any and all computer hardware, software and peripherals in accordance with our System standards and specifications. We may require you to purchase any of these items from one of our Approved Suppliers. Your Computer System must have network access through a wireless provider. We may require you to purchase any of these items from one of our Approved Suppliers.

We currently require that you purchase or lease certain computer hardware and software from: Toast, Inc. (“Toast”); Thanx and Olo are our exclusive Suppliers for certain computer hardware and software. We have negotiated purchasing terms for franchisees from Toast and you may be required to execute a subscription agreement. However, we cannot guarantee that the terms negotiated, or the terms offered by Toast will remain the same. Nor can we guarantee that Toast will offer or continue to offer you any trade credit terms as that is solely up to the Supplier and their credit standards.

We may, in our sole discretion, permit you to use certain third-party delivery service providers to facilitate the sale and delivery of the Approved Products to customers in your Territory. You may not engage any third party delivery partner, or list your Restaurant on any third party delivery website, application or other platform, without our prior written approval, which, in addition to the other considerations set forth under the heading “Non-Approved Product/Service and Alternate Supplier Approval” in this Item, shall only be granted in the event (i) you fully integrate the platform into your POS system when possible, and/or (ii) you provide us with passwords and login information for all applicable platforms and portals, which shall be monitored by us, and we may require you to modify, add or remove listings that do not comply with our standards. Any failure to timely and accurately enter all sales facilitated by a third party delivery platform into your POS System, and include all such sales in the required reports you must deliver to us, shall be

considered a breach of your Franchise Agreement and, in addition to all other rights in connection with such a breach, which are expressly reserved, shall result in the immediate termination of your right to use the platform giving rise to such a breach.

Website

The location and telephone number of your Franchised Business may be posted on our website, which is maintained by us, an affiliate or our supplier. You may not establish or maintain any other website for your Franchised Business or use the Marks or other proprietary information in any way other than as provided in the Franchise Agreement, including on the Internet. You will have no rights to market any products or services on the Internet without our permission and it is unlikely at this time that such permission will be granted.

We may, in our sole discretion, establish and operate websites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, etc.), applications, keyword or adword purchasing programs, mobile applications, or other means of digital advertising on the Internet or any electronic communications network (collectively, “Digital Marketing”) that are intended to promote the Proprietary Marks, your Restaurant, and the entire network of Restaurants. Unless we consent otherwise in writing, you, your employees, and any third-party representatives or digital marketing agencies may not, directly or indirectly, conduct or be involved in any Digital Marketing that use the Proprietary Marks or that relate to the Restaurant or the network. You may not establish or maintain any social media accounts utilizing any usernames, or otherwise associating with the Proprietary Marks.

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 FRANCHISE AGREEMENT	SECTION IN DEVELOPMENT AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	Sections 2, 5 and 6	Section 5 and Exhibit A	Items 7, 8, and 11
b. Pre-opening purchases/leases	Sections 5 and 6	Not applicable	Item 8
c. Site development and other pre-opening requirements	Sections 2, 5 and 6	Section 5 and Exhibit A	Items 7, 11
d. Initial and ongoing training	Sections 5 and 6	Not applicable	Item 11

e. Opening	Sections 5 and 6	Section 5 and Exhibit A	Items 5, 7, 11
f. Fees	Sections 2(C), 3, 4, 9 and 13(E)	Section 2	Items 5, 6, 7, and 17
g. Compliance with standards and policies/Operations Manual	Sections 5 and 6	Not applicable	Items 13 and 15
h. Trademarks and proprietary information	Section 7	Not applicable	Items 13 and 14
i. Restrictions on products/services offered	Sections 5 and 6	Not applicable	Items 8 and 16
j. Warranty and customer service requirements	Section 6	Not applicable	Item 15
k. Territorial development and sales quotas	Not Applicable	Sections 1, 5 and Exhibit A	Not Applicable
l. Ongoing product/service purchases	Sections 5 and 6	Not applicable	Not Applicable
m. Maintenance, appearance and remodeling requirements	Section 6	Not applicable	Item 9
n. Insurance	Sections 6 and 11	Not applicable	Items 6 and 9
o. Advertising	Sections 4, 5, 6 and 9	Not applicable	Items 6 and 9
p. Indemnification	Section 11	Not applicable	Item 6
q. Owner's participation/management/staffing	Section 6	Not applicable	Item 15
r. Records and reports	Sections 4, 6 and 10	Not applicable	Items 6, 16 and 17
s. Inspections and audits	Section 5 and 10	Not applicable	Item 6

t. Transfer	Section 13	Section 8	Item 17
u. Renewal	Section 3	Not applicable	Item 17
v. Post-termination obligations	Sections 14(B) and 16	Section 6	Item 17
w. Non-competition covenants	Section 14	Not applicable	Item 17
x. Dispute resolution	Sections 19 and 21	Sections 11-16	Items 6 and 17
y. Guaranty	Sections 13(c), 13(F) and Exhibit B	Not applicable	Item 15

ITEM 10. FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

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

Except as listed below, we are not required to provide you with any assistance.

A. Pre-Opening Obligations

Prior to the opening of your Franchised Business, we (or our designee) will or may, as applicable, provide you with the following assistance:

1. We will provide site selection guidelines and assistance (as described more fully below in this Item 11), as we deem appropriate in our discretion, in connection with selecting the Approved Location for Franchised Business. We will also review, and subsequently approve/reject, any proposed lease or purchase agreement for each location that you propose as an Approved Location for the Franchised Business. (Franchise Agreement, Sections 2(B) and 5(F)).

2. Once you secure an Approved Location that we approve for a Franchised Business, we will define your Designated Territory for that Franchised Business and include its boundaries in the Data Sheet attached to your Franchise Agreement. (Franchise Agreement, Section 2(D)).

3. We will provide you with digital access to our confidential and proprietary Manuals. You must operate your Franchised Business in accordance with the Manuals and all applicable laws and regulations. The Manuals may be amended or modified by us to reflect changes in the System. You may not copy any part of the Manuals. We reserve the right to disclose updates to the Manuals in writing in any manner, including electronic means such as e-mail, our website and any intranet or extranet that we establish in connection with the System. The table of contents for our Operations Manual as of the Issue Date of this

Disclosure Document is attached to this Disclosure Document as Exhibit F and is a total of approximately 200 pages. Please note, however, that certain portions of the Manuals may be provided and updated online via a System website or other portal that our System franchisees must ensure they regularly access to ensure they are receiving all such updates. You will be solely responsible for ensuring compliance with these “online” portions of the Manuals as well. (Franchise Agreement, Section 5(E)).

4. We will provide you with a list of our Required Purchases and Approved Suppliers (to the extent we have designated them), either as part of the Manuals or otherwise in writing. (Franchise Agreement, Section 5(E)).

5. We will provide you with a list of specifications for required equipment, signs, fixtures opening inventory and supplies to the extent we have designated them. We will review and approve your signage, the proposed layout and design of your Approved Location – whether prepared by a contractor we approve or our Approved Supplier (if and when we designate one) – as well the equipment, furniture and fixtures used in connection with your Franchised Business, as we deem appropriate and advisable in our discretion. (Franchise Agreement, Sections 6(D and H)).

6. Other than the list of Required Purchases and Approved Suppliers, and our review of the signage, equipment furniture and fixtures you intend to use in connection with your Franchised Business as described immediately above, we are not obligated to provide any other pre-opening assistance in connection with these items.

7. We will review and approve advertising and promotional materials used in connection with the Market Introduction Program. We may, but are not required to, provide additional guidance and/or directives in connection with how to expend the required funds associated with the promotion and advertisement of the grand opening of your Franchised Business. (Franchise Agreement, Section 5(G)); and For your first Franchised Business, we will send approximately three (3) training personnel to the location of your Franchised Business for up to ten (10) days of on-site assistance at or around the time you first open that Franchised Business. You do not have to pay any additional fee in connection with this training, but you and your Designated Manager must ensure that all appropriate staff and personnel that will be operating the Restaurant participate in any on- site assistance we provide. If you require any additional on-site assistance and we agree to provide such additional on-site assistance as we determine in our sole discretion, you must pay our then-current Training Fee plus expenses (Franchise Agreement, Section 5(B)).

8. We will provide you and your Designated Manager with the portion of our Initial Training Program that we currently conduct at our corporate headquarters and affiliate’s restaurant located in New York, New York. You may also have additional personnel attend the Initial Training Program at your expense.

- a. We estimate this portion of the Initial Training Program will typically take approximately 4-6 weeks to complete depending on your experience as we determine in our sole discretion. We reserve the right to designate an alternative location to conduct this portion of the Initial Training Program, as well as any other corporate training, upon notice.
- b. We may permit or require that you, and the individuals you designate to attend the Initial Training Program, respectively, attend all or certain components of the Initial Training Program that are designed to cover the areas of instruction that are more specific to the roles and corresponding responsibilities you have identified for these individuals.
- c. If you have appointed a manager to run the day-to-day operations of the Franchised Business (the “Designated Manager”), then this Designated Manager must also attend and complete the Initial Training Program. At your request, an assistant manager may also attend the Initial Training Program at no additional cost to you, provided that you pay for all travel

and lodging expenses. (Franchise Agreement, Sections 5(A) and 6(N)).

- d. You are solely responsible for all costs and expenses you (and all other attendees) incur in connection with attending our Initial Training Program, which may include travel, lodging, meals and employee wages.
- e. We do not currently have a set training schedule, but training occurs no later than 45 days prior to the scheduled opening. Instructional materials, including components of the Manuals, will be provided to you and used as necessary as you proceed through the Initial Training Program. The Initial Training Program is subject to change without notice to reflect updates in the materials, methods and Manuals, as well changes in personnel. The subjects taught and the time periods allocated for each subject may vary based on the experience of the people being trained. We may, as we deem appropriate in our sole discretion, provide certain portions of your Initial Training Program via the Internet or webinar. Our training supervisor and his years of experience within the industry and years with our System are listed below. Our training managers may utilize other employees to assist them with all aspects of training.
- f. We require that you and the other required trainees above complete the Initial Training Program and other pre-opening training no later than 45 days before you intend to open your Restaurant. Failure to complete the Initial Training Program to our satisfaction within the applicable time period may result in termination of the Franchise Agreement. (Franchise Agreement, Sections 5(A) and 6(N)).

A summary of the training program is listed below:

TRAINING PROGRAM

Week 1				
Week 1	Activity	Hours of Classroom Training	Hours of onthe Job Training	Location
Day 1	Fresh&co Orientation	1		Designated Restaurant Training Location determined in our discretion which may be our Corporate Headquarters, NY, NY 10018
	Welcometo fresh&co Module	1		
	fresh&co 101 Module	1		
	Sexual Harassment Module	1		
	Shadow Trainer		3	
	Daily Recap	1		
Day 2	Safety & Sanitation Module 1	1		Designated Restaurant Training Location determined in our discretion which may be our Corporate Headquarters, NY, NY 10018
	Safety & Sanitation Module 2	1		
	Allergens & Nutrition Module	1		
	Shadow Trainer		4	
	Daily Recap	1		
Day 3	Kitchen Module	1		Designated Restaurant Training Location determined in our discretion which may be our Corporate Headquarters, NY, NY 10018
	Kitchen Prep Practice		6	
	Daily Recap	1		
	Sandwich Module	1		Designated Restaurant Training Location determined in our discretion which may be our
			3	

Day 4	Sandwich Prep Practice		3	Corporate Headquarters, NY, NY 10018
	Grab&goPrep Practice	1		
	Daily Recap			
Day 5	Kitchen Prep Practice		7	Designated Restaurant Training Location determined in our discretion which may be our Corporate Headquarters, NY, NY 10018
	Daily Recap	1		
Week 1	Total Hours	14	26	
Week 2				
Week 2	Activity	Hours of Classroom Training	Hours of on the Job Training	Location
	Porter Module	1		Designated Restaurant Training Location determined in our
	Dishwasher Module	1		
Day 1	Guest Services Module	1		discretion which may be our Corporate Headquarters, NY, NY 10018
	Guest Services / Porter Practice		4	
	Daily Recap	1		
Day 2	Breakfast Module	1		Designated Restaurant Training Location determined in our discretion which may be our Corporate Headquarters, NY, NY 10018
	Breakfast Practice		3	
	Soup Module	1		
	Soup Practice		2	
	Daily Recap	1		
Day 3	Bakery Module	1		Designated Restaurant Training Location determined in our discretion which may be our Corporate Headquarters, NY, NY 10018
	Bakery Practice		3	
	Sandwich Station Practice		3	
	Daily Recap	1		
Day 4	Hot Cereal Module	1		Designated Restaurant Training Location determined in our discretion which may be our Corporate Headquarters, NY, NY 10018
	Hot Cereal Practice		2	
	Soup Practice		2	
	SaladPrep Module	1		
	Grain Bowl Station Module	1		
	Daily Recap	1		
Day 5	Kitchen Prep Practice		3	Designated Restaurant Training Location determined in our discretion which may be our Corporate Headquarters, NY, NY 10018
	Salad / Grain Bowl Station Practice		4	
	Weekly Recap	1		
Week 2	Total Hours	14	26	
Week 3				

Week 3	Activity	Hours of Classroom Training	Hours on the Job Training	Location
Day 1	Market Table Module	1		Designated Restaurant Training Location determined in our discretion which may be our Corporate Headquarters, NY, NY 10018
	Market Table Practice		3	
	Juice Bar Module	1		
	Juice Bar Practice		2	
	Daily Recap	1		
Day 2	Market Table Practice		5	Designated Restaurant Training Location determined in our discretion which may be our Corporate Headquarters, NY, NY 10018
	Juice Bar Practice		2	
	Daily Recap	1		
Day 3	Cashier Module	1		Designated Restaurant Training Location determined in our discretion which may be our Corporate Headquarters, NY, NY 10018
	Cashier Practice		6	
	Daily Recap	1		
Day 4	POS Opening		7	Designated Restaurant Training Location determined in our discretion which may be our Corporate Headquarters, NY, NY 10018
	Daily Recap	1		
Day 5	POS CLOSING - Final Clean Down and Inspections		7	Designated Restaurant Training Location determined in our discretion which may be our Corporate Headquarters, NY, NY 10018
	Weekly Recap	1		
Week 3	Total Hours	8	32	
Week 4				
Week 4	Activity	Hours of Classroom Training	Hours on the Job Training	Location
Day 1	Run AM Shift		5	Designated Restaurant Training Location determined in our discretion which may be our Corporate Headquarters, NY, NY 10018
	Human Resource Overview	1		
	Training Department Overview	1		
	Daily Recap	1		
Day 2	Run AM Shift		5	Designated Restaurant Training Location determined in our discretion which may be our Corporate Headquarters, NY, NY 10018
	Budgeting for Success	1		
	Intro to Profit & Loss	1		
	Daily Recap	1		
Day 3	Run PM Shift		5	Designated Restaurant Training Location determined in our discretion which may be our Corporate Headquarters, NY, NY 10018
	Customer Service Overview	1		
	Marketing & Advertising	1		
	Daily Recap	1		
	Run PM Shift		5	Designated Restaurant Training

Day 4	Follow-up on areas of opportunity	2		Location determined in our discretion which may be our Corporate Headquarters, NY, NY 10018
	Daily Recap	1		
Day 5	AM Shift		4	Designated Restaurant Training Location determined in our discretion which may be our Corporate Headquarters, NY, NY 10018
	Program Recap	4		
Week 4	Total Hours	16	24	
Total Hours		52	108	

Explanatory Notes

1. We may provide portions of the “Classroom Training” instruction via webinar or other online learning management system that allows us to track your participation, completion and, if appropriate, passing of any testing we determine appropriate for use in connection with our initial training.
2. In addition to the Initial Training Program, we will send approximately three (3) training personnel to the location of your Franchised Business for up to ten (10) days of on-site assistance at or around the time you first open that Franchised Business. You do not have to pay any additional fee in connection with this training, but you and your Designated Manager must ensure that all appropriate staff and personnel that will be operating the Restaurant participate in any on- site assistance we provide.
3. We will loan you one (1) copy of our proprietary instructional materials prior to or upon your attendance at our Initial Training Program, which may include our Manuals and certain other instructional materials that we develop. You, or another person that successfully completes our Initial Training Program, will be required to train all other personnel that works at your Franchised Business. (Franchise Agreement, Sections 6(N) and 6(O)).
4. If you, your Designated Manager (if applicable) or other trainee you designate or we require to attend fails to complete the Initial Training Program to our satisfaction, that person may re-attend or you may send a replacement to our next available Initial Training Program session, provided there is availability. We may charge our then-current Training Fee for these individuals to re-attend the Initial Training Program as well. In any event, you are solely responsible for all expenses incurred related to your and your employee’s attendance at our Initial Training Program, including transportation to and from the training site, lodging, meals and employee wages. (Franchise Agreement, Section 5(A) and 6(N)).
5. If, during the term of your Franchise Agreement, you request that we provide additional training on-site at your Restaurant, or if we determine that you need additional training, you must pay our then-current per diem fee for each trainer we provide, and you must reimburse us for any expenses our trainers incur, such as costs of travel, lodging, and meals.
6. Our initial training program is conducted by John Lin and Jonathan Lemon. Mr. Lin is our training Manager and has been since January 2021. Mr. Lin is fully familiar with the operation of a Restaurant and will provide training on all aspects of the operation of a Restaurant. He has 7 years of experience relevant to the subjects being taught. Mr. Lemon is also our Culinary Director and has been since September 2024. Mr. Lemon is fully familiar with the operation of a Restaurant and will provide culinary training. Mr. Lemon has 25 years of experience relevant to the subjects being taught. We reserve the right to make changes in our training staff as we deem necessary and advisable

without prior notice. The initial training program may also be conducted by other qualified personnel including managers, supervisors and consultants whose services we may retain for specific training courses. No other formal training staff is maintained at present.

7. In addition to the initial training program and any additional on-site assistance or training you request, as described above, we may offer refresher training programs and/or an annual meeting of our franchisees. We may designate that attendance at any refresher training program and/or annual meeting/conference is mandatory for you, your operating principal, Designated Manager, and/or other personnel. We will choose the location for the refresher training or annual meeting/conference, which may be our headquarters, a conference center or a resort or hotel close to our headquarters. We expect that refresher training and/or annual meetings will be held in New York, New York. Refresher training programs generally include training in new methods and techniques, as well as an overview of basic concepts for operating a Restaurant. Annual meetings/conferences may include some training, but generally give our franchisees the opportunity to meet each other and exchange ideas. The annual meeting also gives us an opportunity to discuss with our franchisees ideas to improve the System, menu items, marketing and other items of general interest. For any Initial Training or annual meeting/conference in which we require you to attend, you must pay for the expenses of your trainees/attendees, including travel, lodging, and meals. You may also be required to pay an annual conference attendance fee or a penalty fee for failing to attend.

B. Site Selection

Site Selection Area

As previously discussed in Item 1 of this Disclosure Document, we will typically designate a Site Selection Area wherein you must locate your new Franchised Business at the time you enter into a single Franchise Agreement with us, unless you have already secured an Approved Location at that time.

Site Selection Assistance and Conditions to Approval Generally

Generally, we do not own or lease the real property that will serve as the site for your Restaurant. We may periodically provide direct site selection assistance as we deem appropriate in our discretion, but it is your obligation to locate, submit for our approval, and secure (once approved) a site that is suitable for the Restaurant. Failure to do so in a timely manner may result in you failing to open a given Franchised Business within the time required under your Franchise Agreement.

You must secure a site for each Restaurant so that you have enough time to construct, build-out, open and commence operations of that Restaurant within twelve (12) months of the date you sign your Franchise Agreement.

We must approve your Restaurant's proposed site (consistent with the priority and procedure disclosures set forth above in this Item) before you take steps to secure it. There is no contractual limit on the time it takes us to approve or disapprove your proposed site or lease, but it will typically take us around 30 days from the time that we have all of the necessary documentation for review. In deciding whether to approve or disapprove your proposed site, we will take various factors into account, including location and condition of the Restaurant's proposed location, customer traffic patterns, demographics, geography, Restaurant size, surrounding area, and Lease requirements. You may not move forward with a site that we have not approved or have disapproved. (Franchise Agreement, Sections 6(A) and (D)). We always have the right to reject a proposed site if it is located within a Designated Territory or other area wherein we have granted territorial rights.

We must also have the opportunity to review any Lease or purchase agreement for a proposed site before you enter into such an agreement, and we may condition our approval on a number of conditions, including: an agreement by you and the landlord of the Approved Location to enter into our prescribed form of Collateral Assignment of Lease; and (ii) receiving a written representation from the landlord of the Approved

Location that you will have the right to operate the Franchised Business, including offering and selling the Approved Products and Services, throughout the term of your Franchise Agreement. Under the Collateral Assignment of Lease, we will have the option, but not the obligation, to assume or renew the Lease for the Approved Location for all or part of the remaining term of the Lease if you are in material default of your Franchise Agreement and/or Lease and fail to timely cure that default (if such cure is available). (Franchise Agreement, Sections 5(F) and 6(A); Exhibit C to Franchise Agreement).

We will consult with you on our current site selection guidelines and provide other site selection counseling as we deem advisable. Factors that we consider in approving a site may include the general location and neighborhood, traffic patterns, parking, size, physical characteristics of existing buildings and lease terms. Once we have received all necessary information about your proposed site(s) as described above, we or a designee may conduct an on-site evaluation for each proposed site for your first Franchised Business. If we or our designee conduct this initial onsite evaluation and we determine that a further on-site evaluation is still necessary or if you reasonably request further on-site evaluations, we or our designee may conduct an additional onsite evaluation. For each on-site evaluation that we or our designee conducts, we will require you to reimburse us or our designee for expenses incurred, including the cost of travel, lodging, meals and wages. Our approval only means that the site meets our minimum requirements for a Franchised Business. (Franchise Agreement, Section 5(F)). Your failure to secure an Approved Location within the prescribed deadline described above will be grounds for termination of your Franchise Agreement. (Franchise Agreement, Sections 6(A) and 15(B)). We will review and approve your architectural drawings, prior to their submission to the local government for the purpose of layout and design compliance only. If we do not disapprove of your architectural drawings within thirty (30) days of our receipt, your architectural drawings are deemed disapproved.

C. Time to Open

Single Unit

Except as provided in this Item, you must open and commence operations of your Franchised Business within twelve (12) months of the date you execute your Franchise Agreement for that Franchised Business. We estimate that it will take between nine (9) to twelve (12) months to open your Franchised Business from the time you execute your Franchise Agreement. Your total timeframe may be shorter or longer depending on the time necessary to obtain an acceptable Approved Location, to obtain financing, to obtain the permits and licenses for the construction and operation of the Franchised Business, to complete construction or remodeling as it may be affected by weather conditions, shortages, delivery schedules and other similar factors, to complete the interior and exterior of the Franchised Business, including decorating, purchasing and installing fixtures, equipment and signs, and to complete preparation for operating the Franchised Business, including purchasing any inventory or supplies needed prior to opening. If you do not open or operate your Franchised Business within this twelve (12) month period, then we may terminate your Franchise Agreement, unless we agree to extend your opening deadline in a writing signed by both parties (Franchise Agreement, Sections 6(A) and 6(D)).

Development Agreement

If you have entered into a Development Agreement to open and operate multiple Franchised Businesses, your Development Agreement will include a Development Schedule containing a deadline by which you must have each of your Franchised Businesses open and operating. Your Development Schedule may depend on the number of Franchised Businesses you are granted the right to open and operate. (Development Agreement, Section 4(B) and 4(C)).

If you fail to open any Franchised Business within the appropriate time-period outlined in the Development Agreement, we may terminate your Development Agreement. You will not have any further development rights within the Development Area upon termination of your Development Agreement, except to continue operating the Franchised Business(es) that were already open and operating as of the termination date. We

must approve of the Approved Location you choose for each Franchised Business you are required to open under the Development Agreement and will define any Designated Territory for each Franchised Business in conformance with our then-current standards for sites and territories.

D. Post-Opening Obligations

After the opening of your Franchised Business, we (or our designee) will or may, as applicable, provide you with the following assistance:

1. We may offer, and require you and, if appointed, your Designated Manager, to attend, additional training programs and/or refresher courses, as we deem necessary in our sole discretion. We will not charge you our then-current Training Fee for any additional training that we require you and/or your management to attend, but we reserve the right to charge this Training Fee in connection with: (a) any kind of additional or supplemental training or on-site assistance that we provide at your request (but not typical interactions such as routine remote assistance, scheduled calls and meetings); and/or (b) any Remedial Training that you or your management is required to attend or otherwise participate in, regardless of where located, as part of the curative actions that you (as the Franchisee) must undertake in order to cure a default or breach of your Franchise Agreement. You will also be solely responsible for all expenses that you and your trainees incur with the training described in this Section. (Franchise Agreement, Section 5(D)); We may provide you with continuing consultation and advice, as we deem necessary in our sole discretion, regarding the management and operation of the Franchised Business. We may provide this assistance by telephone, facsimile, intranet communication, Zoom, Skype or any other communication channel, as we deem advisable and subject to the availability of our personnel. Certain of this advice and consultation may be provided based on certain reports, guest satisfaction surveys and other brand quality measurements we impose in connection with the operation of your Franchised Business, and such advice/consultation will be subject to your timely provision of any reports we require you to submit. (Franchise Agreement, Section 5(H));

2. We may also provide you with additional on-site assistance, subject to the availability of our field representatives and, upon our request, payment of our then-current Training Fee. (Franchise Agreement, Section 5(H));

3. We will approve or deny any advertising/marketing materials you wish to use in connection with your Franchised Business as described more fully below in this Item 11 under the heading "Advertising and Marketing." (Franchise Agreement, Section 5(I));

4. We may also, as we deem necessary in our discretion, provide you with seasonal signage and marketing templates or materials that you will be required to use in connection with your Franchised Business. (Franchise Agreement, Sections 6(M));

5. We will approve or disapprove your requests to: (i) purchase and/or offer non-approved products or services in connection with the Franchised Business; and (ii) make Required Purchases from suppliers other than our then-current Approved Suppliers. (Franchise Agreement, Section 6(K));

6. We may schedule and hold a franchise conference, as we deem advisable in our sole discretion, to discuss the current state of the System, improvements to the System, hold discussion forums for System franchisees and recognize certain franchisees. In the event we schedule a conference, we may require you to attend for up to five (5) days each year. You will be responsible for the costs and expenses you incur in connection with any franchise conference, as well as paying our then-current attendance and registration fee which is currently \$500. (Franchise Agreement, Section 5(Q));

7. We may display the contact information of your Franchised Business on the website that we or our designee maintains to advertise and promote the brand, the Proprietary Marks and other Restaurant

locations, provided you are in compliance with the terms of your Franchise Agreement. Please see below in this Item 11 under the heading “Advertising and Marketing” for further information. (Franchise Agreement, Sections 5(J) and 9(G));

8. We may administer and maintain a Fund to promote the Proprietary Marks, System and brand generally, as we deem necessary in our sole discretion. (Franchise Agreement, Sections 5(M) and 9(E));

9. We may, as we deem appropriate in our discretion, establish and maintain a shared drive, website portal or other online access points (each, a “System Site”) that will be accessible by franchisees, which may be used for purposes of (a) providing updates, supplements and supplemental information that will constitute part of one (1) or more Manual, (b) providing webinars and other training, including portions of our Initial Training Program, (c) providing advertising templates or other marketing/promotional materials, as well as information related thereto, and (d) otherwise communicate with our franchisees regarding the brand, System and/or specific operational/promotional aspects of a Franchised Business (Franchise Agreement, Section 5(E));

10. We may conduct, as we deem advisable in our sole discretion, inspections of the Approved Location and audits of the Franchised Business and your operations generally to ensure compliance with our System standards and specifications. We may also prepare written reports outlining any recommended or required changes or improvements in the operations of your Franchised Business, as we deem appropriate in our sole discretion, and detail any deficiencies that become evident as a result of any inspection or audit. (Franchise Agreement, Section 5(L));

11. We may supplement, revise or otherwise modify the Manuals and/or the any System Site as we deem necessary or prudent in our sole discretion, which may, among other things, provide new operations concepts and ideas. We may provide you with these updates through various mediums, including mail, e-mail and any System Site (Franchise Agreement, Section 2(G));

12. We may: (i) research new food products and methods of doing business and provide you with information we have developed as a result of this research, as we deem appropriate in our sole discretion; (ii) create and develop additional products and services to be offered or provided as Approved Products at the Restaurants, including proprietary products and services that may be sold under the trademarks we designate; and (iii) provide pricing guidance and if allowed under applicable law, we may require you to comply with promotional or maximum prices in connection with the sale of products and services at your Restaurant,(Franchise Agreement, Sections 6(F) and (S)); and

13. We may provide you with guidance and consultation relating to the Market Introduction Program, the components of which may include online, social media and email marketing, direct mail advertising, newspaper advertising, radio advertising, promotional events, promotions, public relations events, use of discount coupons or any other activities we determine will contribute to generating business at your Restaurant. (Franchise Agreement, Section 5(G)).

E. Advertising

All advertising and promotion that you use in connection with your Franchised Business must be approved by us and conform to the standards and requirements that we specify. We may make available to you from time to time, at your expense, certain promotional materials, including menus, signage, newspaper mats, coupons, merchandising materials, point-of-purchase materials, special promotions, and similar advertising and promotional materials. You must also participate in certain promotions and advertising programs that we establish as part of the System, provided these activities do not contravene regulations and laws of appropriate governmental authorities. (Franchise Agreement, Section 9(A)). You will be required to purchase and display any seasonal signage in certain parts of your Franchised Business that have high

visibility for purposes of notifying customers and prospective customers of seasonal specials/promotions regarding our Approved Products. (Franchise Agreement, Section 6(M)).

If you wish to use any advertising or promotional materials other than those that we have previously approved or designated within the preceding twelve (12) months, then you must submit the materials you wish to use to us for our prior written approval at least thirty (30) days prior to publication. We will use commercially reasonable efforts to notify you of our approval or disapproval of your proposed materials within 30 days of the date we receive the materials from you. If you do not receive our written approval during that time period, however, the proposed materials are deemed disapproved and you may not use such materials. Once approved, you may use the proposed materials for a period of 90 days, unless we: prescribe a different time period for use; or (ii) require you to discontinue using the previously- approved materials in writing. We may require you to discontinue the use of any advertising or marketing material, including materials we previously approved, at any time. (Franchise Agreement, Section 9(B)). Except as otherwise provided in this Item, we are not required to spend any amount on advertising in your Designated Territory.

Local Advertising Requirement. Recognizing the importance of promoting your Franchised Business within your Designated Territory and surrounding area, you must currently expend the Local Advertising Requirement amounting to at least 1% of the Gross Sales of the Franchised Business per month on the advertisement, marketing and promotion of your Franchised Business within your Designated Territory or as we otherwise permit in writing. You must use only those materials that we have previously approved or designated, and we may require that you provide us with reports and other evidence of your local advertising expenditure each month. The Market Introduction Program will include all local advertising required under this section for the first month, so the Local Advertising Requirement of 1% of Gross Sales will begin in month two (2) of the operation of your Franchised Business (Franchise Agreement, Section 9(D)).

Market Introduction Program. You must expend \$25,000 \$50,000, as we determine in our sole discretion- conducting an initial marketing, advertising and promotional program around the contemplated opening of your Franchised Business, which we must approve before it is implemented (the “Market Introduction Program”). These amounts will typically be expended over the 30 days preceding the contemplated opening of the Franchised Business through the 30 days following your opening. We may require that you expend all or a portion of your Market Introduction Program on marketing, advertising and/or public relations services from our Approved Suppliers.

Brand Development Fund. We may establish a national brand development Fund to promote, market and further develop our brand, goodwill, System, Proprietary Marks, Approved Products and/or Restaurant locations. Your Fund contribution will be a minimum of one percent (1%) of the Gross Sales of your Franchised Business (the “Fund Contribution”). We reserve the right to increase your Fund Contribution up to two percent (2%) of the Gross Sales of your Franchised Business.

We administer and use the Fund to meet certain costs related to (a) maintaining, administering, directing, conducting and preparing advertising, marketing, public relations, and/or promotional programs and materials (via both traditional and digital methods), (b) the salaries and/or other compensation paid to our internal staff for their work performed in connection with the Fund or to any third-party advertising, marketing or public relations agency for services to provide any products or services associated with the Fund, (c) mystery shopping and/or other quality control and quality assurance activities or measures, (d) training tools for franchisees to use in connection with the operation of their respective Franchised Business(es), (e) other technology that we determine appropriate to develop and/or utilize to use as part of the System, and/or (f) any other activities that we believe will enhance the image of the System and/or brand generally. We designate all programs that the Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. The Fund may also be used to cover the costs and fees associated with: preparing and producing video, audio, and written materials and electronic media; website maintenance and development, internet advertising,

administering regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, website, radio and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities. The Fund may be used for advertising materials/campaigns in printed materials or on radio or television for local, regional or national circulation, internet regional or national advertising, as we deem appropriate in our discretion. We and/or a regional or national advertising agency may be used to produce all advertising and marketing. (Franchise Agreement, Section 9(E)).

We account for the Fund Contribution separately from our other funds and not use the Fund for any of our general operating expenses, except to compensate us for the reasonable salaries, administrative costs, travel expenses and overhead we incur in administering the Fund and its programs, including conducting market research, preparing advertising, promotion, and marketing materials, and collecting and accounting for Fund Contributions. The Fund is not our asset or a trust, and we do not owe you fiduciary obligations because of our maintaining, directing or administering the Fund or any other reason. The Fund may spend in any fiscal year more or less than the total Fund Contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use interest earned on Fund Contributions to pay costs before spending the Fund's other assets. We will not use Fund Contributions for advertising that principally is a solicitation for the sale of franchises, but we may use/display the phrase "Franchises Available" on any and all advertising/marketing that is covered by the Fund. We will prepare an unaudited, annual statement of the Fund collections and costs and give it to you upon written request. We may incorporate the Fund or operate it through a separate entity if we deem appropriate. Our corporate Restaurant and any future company/affiliate-owned locations may, but are not obligated to, contribute to the Fund in the same manner that each franchised Restaurant is required to contribute.

Except to the extent that we have agreed to delay or limit Brand Fund Contributions for certain of our initial franchisees, all franchisees with franchise agreements signed in the same year will make the same Fund Contribution. We are responsible for administering the Fund. Advertising materials and social media materials, if developed, may be sold to franchisees at a reasonable cost. We may receive payment for providing goods or services to the Fund. Franchisor and/or affiliate-owned units opened at any point in time in the future may contribute to the Fund at a rate equal to that Fund Contribution rate required for franchised businesses opened within the same calendar year. If the Fund Contribution percentage for the System is reduced at any time, we may reduce Fund Contributions from company and or affiliate-owned locations to the rate specified for franchised businesses. We may discontinue the Fund. If we do so, all unspent funds will be used for marketing until exhausted. We will have no fiduciary duty with respect to Fund proceeds and are administering these funds as an accommodation to franchisees and the System only.

We are not required to spend any of your Fund Contributions in the Designated Territory you are granted under your Franchise Agreement, and we will provide you with an accounting of the Fund within one hundred twenty (120) days after our fiscal year end (upon your written request). We are not required to have the Fund audited, but we may do so and use the Fund Contributions to pay for such an audit. If we do not spend all Fund Contributions in a given year, we may rollover any excess contributions into the Fund for use during the following year. We will have the right to modify or discontinue the Fund, as we deem appropriate in our sole discretion. (Franchise Agreement, Section 9(E)).

During the last fiscal year of the Brand Fund (ending on June 30, 2024), the Fund spent 100% of its income on the production of advertisements and other promotional materials, 0% for media placement, 0% for general and administrative expenses and 0% for other expenses. .

Advertising Council. We have not currently established an advertising council (the "Advertising Council"), but we reserve the right to do so in the future. If we establish an Advertising Council, it will serve in an advisory capacity to us with respect to certain advertising expenditures, including providing advice/guidance on how to administer the Fund (if established in the future). At our discretion, the Advertising Council may

be comprised of our management representatives, employees, you and/or other franchisees in the System. We will have the right to modify or dissolve an Advertising Council (if created) at any time. (Franchise Agreement, Section 9(F)).

Regional Advertising Cooperatives. We reserve the right to establish regional Advertising Cooperatives that are comprised of a geographical market area that contain two or more Restaurants (whether a Franchised Business or affiliate-owned) (each a “Cooperative”). If we assign your Franchised Business to a Cooperative we establish, you must work with the other Restaurant owners in your Cooperative and us to develop and implement regional advertising campaigns designed to benefit all the Restaurants within the geographical boundaries of the Cooperative. We have not established any Cooperatives as of the Issue Date of this Disclosure Document. We will have the right to establish, modify, merge and dissolve Cooperative as we deem appropriate. Any amounts you expend toward a Cooperative will be credited towards your Local Advertising Requirement. (Franchise Agreement, Section 9(H)).

F. Computer System

We have the right to specify or require that you use certain brands, types, makes, and/or models of computer hardware and software in connection with the Franchised Business, including without limitation: (i) a desktop computer that meets our System specifications; (ii) POS System terminals/cash drawers/thermal printers capable of running the POS software we designate; (iii) video surveillance equipment, (iv) other peripheral hardware/devices; and (v) the Required Software and related licenses (collectively, the “Computer System”). (Franchise Agreement, Sections 4(C) and 6(L)).

We must approve of all of the foregoing hardware before it is used in connection with your Franchised Business, and none of the foregoing hardware may be used for any other purpose other than operating your Franchised Business. (Franchise Agreement, Sections 4(C) and 6(G)).

If you already have computer hardware and/or software that meet our then-current standards for a Computer System and/or Required Software, then you may use these items in connection with your Franchised Business provided you obtain our approval.

We currently require that you purchase or lease certain computer hardware and software from Toast, which is our exclusive Supplier for computer hardware and software. You must also maintain video surveillance equipment as set forth in the Manual.

We estimate that the cost of the computer and point-of-sale system, including costs associated with phone, security and internet, will be approximately \$5,000-\$10,000, depending on the number of cash terminals. Neither we, our affiliates, nor any third parties are required to provide on-going maintenance, repairs, upgrades or updates to your computer system. Currently, the required maintenance/upgrade contract for the point-of-sale or computer system costs approximately \$500 per month and is subject to change.

The hardware and software you obtain must accommodate an online system that gives us access to your records via the Internet at all times. You must allow us to establish and maintain communication with your POS System and electronic computer system via a dedicated data transmission line such as DSL or Cable, or similar telecommunications means to retrieve information including but not limited to, sales data and financial data. You may be required, at your cost, to change and update your telecommunications connection during the term of this agreement. We must have independent access to this information and data. This equipment and related software must be purchased and installed in accordance with our specifications.

Some of the items you will need to obtain, at a minimum are tablet computers, credit card swipers, Miura EMV Readers, thermal wired receipt printers, Impact kitchen printers, cash drawers, surge protector, anti-virus software, firewall hardware, remote data backups, video surveillance equipment, facsimile/scanner, and a separate computer for internet browsing/administration.

You must keep your Computer System in good maintenance and repair and upgrade, update and install such additions, changes, modifications, substitutions, and/or replacements to the Computer System or Required Software as we direct from time to time in writing. You may be required to enter into licenses and agreements with us or with designated or approved third party vendors for technical support, warranty service, or collateral software licenses. There are no contractual limitations on the frequency and costs to comply with this obligation.

You must have the components necessary to ensure that the entire Approved Location has access to the Internet via Wi-Fi connection. We may require that: (i) you comply with our standards and specifications for Internet access and speed; and (ii) the Computer System be programmed to automatically transmit data and reports about the operation of the Franchised Business to us. We will also have the right to, at any time without notice, electronically and independently connect with your Computer System to monitor or retrieve data stored on the Computer System (or for any other purpose we deem necessary). There are no contractual limitations on our right to access the information and data on any component of your Computer System. We may also require you to use a Computer System and/or related software that is administered through us and provides us with automatic access to all data and reports that might be created by such Computer System and/or software. (Franchise Agreement, Sections 4(C) and 6(G)).

You are also required to participate in any System-wide area computer network, intranet system, or extranet system that we implement, and may be required to use such networks or system to, among other things: (i) submit your reports due under the Franchise Agreement to us online; (ii) view and print portions of the Manuals; (iii) download approved local advertising materials; (iv) communicate with us and other System franchisees; and (v) complete certain components of any ongoing training we designate. (Franchise Agreement, Section 5(J)).

G. Website and Internet Use

You must not establish or maintain a separate website, splash page, social profile or other presence on the Internet, or otherwise advertise on the Internet or any other public computer network in connection with the Franchised Business, including any profile on Facebook, Instagram, LinkedIn, SnapChat, Pinterest, Twitter, YouTube or any other social media and/or networking site. Any such Internet website or presence is considered “advertising” and must be approved by us prior to use, as described in this Item. If we do permit you to establish one or more of the above presences on the Internet, you must: (i) establish and operate your World Wide Web or Internet site in accordance with System standards and any other policies we designate in the Manuals or otherwise in writing from time to time; and (ii) utilize any templates that we provide to you to create and/or modify such site(s). (Franchise Agreement, Section 9(G)).

We have the right to establish and maintain a website, that may, without limitation, promote the Proprietary Marks and/or the System (the “Website”), including the contact information of your Franchised Business. We agree to establish an interior page on our corporate website to display the Approved Location and contact information associated with the Franchised Business for so long as (i) the Franchised Business is open and actively operating, and (ii) you are not in default under the Franchise Agreement. (Franchise Agreement, Section 5(J)). We have sole control over all aspects of the Website, including without limitation its design, content, functionality, links to other websites, legal notices, and policies and terms of usage. We also have the right to discontinue operation of the Website at any time without notice to you. We have the right to modify our policies regarding your use of Internet websites in connection with your Franchised Business as we deem necessary or appropriate in the best interest of the System. We (or our affiliate) are the sole registrant of the Internet domain name www.freshandco.com, as well as any other Internet domain names that we or our affiliates register in the future. You must not register any Internet domain name that contains words used in or similar to any brand name owned by us or our affiliates or any abbreviation, acronym, phonetic variation or visual variation of those words.

ITEM 12. TERRITORY

Franchise Agreement

Your franchised Restaurant is to be located at a location to be approved by us. Once we approve your location, a Designated Territory will be granted to you. We will not establish or license another franchisee to establish a Restaurant within your Designated Territory, during the term of your Franchise Agreement (with the exception of Restaurants located in “Non-traditional Sites” as disclosed and defined below in this Item).

We will describe your Designated Territory in your Franchise Agreement when we approve your site for the Restaurant. We will determine the size and boundaries of your Designated Territory in our discretion, based upon factors including geographic area, population density, character of neighborhood, location and number of competing businesses in the surrounding area, and other factors. There is no standard minimum territory size because the exact size of each territory varies significantly based on the location and demographics surrounding your Approved Location.

The boundaries of your Designated Territory may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map attached to the Data Sheet. Should we determine to modify our territory mapping to be based on population, the sources we use to determine the population within your Designated Territory will be publicly available population information (such as data published by the U.S. Census Bureau or other governmental agencies and commercial sources).

If your Franchise Agreement is terminated, you will lose your rights within the Designated Territory granted under that agreement. With that said, the territorial rights granted within your Designated Territory under a Franchise Agreement are not contingent upon achieving a certain sales volume, market penetration, or any other contingency and cannot be altered.

The size of your Designated Territory may vary from other System franchisees based on the location and demographics surrounding your Approved Location. The factors that we consider in determining the size of your Designated Territory include current and projected market demand, demographics and population based on our research and experience, median household income, presence of other businesses, location of competitors, traffic patterns, access and visibility, location of other Restaurants, our future development and other market conditions.

Your Designated Territory is protected only to the extent that no one may locate a Restaurant utilizing the Trademark and System from a traditional location within the boundaries of your Designated Territory. We and our affiliates reserve the right, however, to open and operate, or license a third party the right to open or operate, another Restaurant within your Designated Territory if it is located at a Non-traditional Site (as described more fully below in this Item and in Item 1).

You will not receive an exclusive Designated Territory. You may face competition from other franchises, from outlets that we own, or from other channels of distribution or competitive brands that we control. So long as you comply with your obligations in accordance with the Franchise Agreement and any other agreement between you and us, and except as provided in this section, then during the term of the Franchise Agreement, we will not grant a Restaurant franchise or open a company or affiliate-owned Restaurant within the Designated Territory other than at a Non-traditional Site.

To maintain your Designated Territory you must continue to meet the requirements of the Franchise Agreement. If you fail to meet the requirements of the Franchise Agreement, we may terminate the Franchise Agreement, reduce the size and scope of your Designated Territory or eliminate your Designated Territory altogether. There are no specific financial performance requirements imposed upon you to maintain your Designated Territory.

Relocation of a Restaurant

You may not relocate and/or operate your Restaurant from any location other than the Approved Location without our prior written approval. Should you relocate the Restaurant without such permission, the new location will be treated as an entirely new franchise sale subject to new initial franchise fees as provided in the Franchise Agreement and to such other provisions as would apply to a new franchise sale. In evaluating your relocation request we will evaluate your compliance with your Franchise Agreement, your prior operational history, the location of other Restaurants, our expansion plans, your Designated Territory, demographics and other factors that, at the time of your request, are relevant to us. If your landlord terminates your right to possession of your Approved Location before the term of your Franchise Agreement expires, then you and we must determine a new location within 60 days.

If you relocate your Franchised Business, you will be required to pay us our current Relocation Fee, plus any costs and expenses we incur in assisting you to relocate your Franchised Business including, but not limited to expenses incurred for labor, salary and travel expenses, professional fees, demographic reports and other costs.

Permitted and Restricted Sales and Advertising Activities

All Restaurants may sell their products and services to any customer that visits the Restaurant location, regardless of whether that customer resides within the Designated Territory granted in connection with that Restaurant and there are no restrictions from accepting business from customers outside of your Designated Territory except that you may only provide products and services from your Restaurant location. You may

not advertise and promote the Franchised Business outside of the Designated Territory without our consent which we may withhold in our sole discretion. We may solicit and permit our affiliates and franchisees to solicit customers in the Designated Territory and you will not be entitled to any compensation. In addition, we reserve the right to develop and run national and regional advertising promotions, either through the Brand Fund or otherwise, and to require you to participate fully in any such promotions, on terms we may reasonably require.

Each Restaurant, however, is to be operated solely as a retail restaurant business, and you agree not to: (i) offer or sell any items through any alternative channels of distribution, including e-commerce, telemarketing, mail order catalogs, computer and/or Internet marketing or any other system (in other words, in any fashion other than selling to the patrons visiting your Restaurant, unless we authorize a specific off-site event that your Restaurant may service); or (ii) to sell any product at a lower price to persons who do not dine in your Restaurant than you charge at the time in connection with regular dine-in customers (to the extent this is enforceable under applicable laws).

You may not sell any products through group buying services such as Gilt, Groupon or Living Social or otherwise offer discounts or coupons without our approval. We may permit or require you to provide online ordering or delivery off the premises of your Restaurant, either directly or through a specified online or digital ordering and delivery platform (collectively "Delivery Service"). You must not provide any online ordering or delivery without our prior, written approval. If we permit or require you to provide online ordering or delivery, we have the right to require that it be conducted in accordance with the then-current delivery standards set out in the Manuals, or as we may otherwise direct in writing. Those standards may include, for example, our specification of the minimum and maximum delivery area, our requirement that delivery orders must be fulfilled by an authorized third-party delivery service or aggregator (such as LevelUp, UberEats/Postmates/DoorDash) and integrated into our POS system, and that you provide full access to any reporting from the third-party providers. In addition, your delivery rights will not be exclusive, and other fresh&co restaurants may accept delivery orders and provide delivery at any location, including to customers in your Designated Territory and/or Development Area as well as otherwise in proximity to your restaurant.

Development Agreement: Development Area

If you are granted the right to open multiple Franchised Businesses under our form of Development Agreement, then we will provide you with a Development Area upon execution of this agreement. The size of your Development Area will substantially vary from other System developers based on: (i) the number of Franchised Businesses we grant you the right to open and operate; and (ii) the location and demographics of the general area where we mutually agree you will be opening these locations. The boundaries of your Development Area may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map attached to the Data Sheet.

Each Franchised Business you timely open and commence operating under our then-current form of Franchise Agreement will be operated: (i) from a distinct Approved Location located within the Development Area; and (ii) within its own Designated Territory that we will define once the Approved Location for that Franchised Business has been approved in conformance with our then-current standards for sites and territories.

We will not own or operate, or license a third party the right to own or operate, a Restaurant utilizing the Proprietary Marks and System within the Development Area until the earlier of: (i) the date we define the Designated Territory of the final Franchised Business you were granted the right to operate under the Development Agreement; or (ii) the expiration or termination of the Development Agreement for any reason.

Upon the occurrence of any one of the events described in the preceding paragraph, your territorial rights within the Development Area will terminate, except that each Franchised Business that you have opened and are continuously operating as of the date of such occurrence will continue to enjoy the territorial rights within their respective Designated Territories that were granted under the Franchise Agreement(s) you entered into for those Franchised Business(es).

You must comply with your development obligations under the Development Agreement, including your Development Schedule, in order to maintain your exclusive rights within the Development Area. If you do not comply with your Development Schedule, we may terminate your Development Agreement and any further development rights you have under that agreement. Otherwise, we will not modify the size of your Development Area except by mutual written agreement signed by both parties.

You will not receive an exclusive Designated Territory. You may face competition from other franchises, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Reserved Rights

We and our affiliates (if and when formed) reserve the right to open and operate, as well as license third parties the right to open and operate, any Restaurant or other location that utilizes the Proprietary Marks and System at non-traditional locations such as hospitals, malls, mobile food trucks/carts, institutions (such as hospitals and schools), airports, casinos, parks (including theme parks), military installations, sports arenas and/or other captive venues (collectively, the “Non-Traditional Sites”), within or outside any Designated Territory and, if applicable, the Development Area.

We and our affiliates (if and when formed) also reserve the right to: (i) open and operate, or license third parties the right to open and operate, Restaurants or other locations utilizing the Proprietary Marks and System at any location outside of your Designated Territory and/or Development Area; (ii) open and operate and/or license third parties the right to open and operate businesses that offer and sell goods and/or services similar to the menu items offered and sold by a Restaurant, under a primary mark that is different than the Proprietary Marks and no matter where located; (iii) market, offer and sell (and license third parties the right to market, offer and sell) products that are similar to the menu items offered and sold by a Restaurant under a primary mark that is different than the Proprietary Marks, regardless of location; (iv) manufacture, offer, sell

and distribute the Approved Products, including any (a) art work, branded merchandise and other retail inventory, and/or (b) any of our proprietary sauces, mixes and/or similar foodstuffs, in any alternative channel of distribution, within or outside the Designated Territory (including the Internet and other e-commerce channels, wholesale stores, grocery stores, mail order, catalog sales, etc.); (v) to acquire, merge with, or otherwise affiliate with, and after that own and operate, and franchise or license others to own and operate, any business of any kind, including, without limitation, any business that offers products or services the same as or similar to those offered by the Restaurant (but under different marks), within or outside your Designated Territory; (vi) use the Proprietary Marks and System, and license others to use the Proprietary Marks and System, to sell or distribute products and services whether or not similar to the menu items offered and sold by a Restaurant, through the use of third-party delivery platforms such as DoorDash, UberEats and Postmates and to any customers no matter where located, including within your Designated Territory and/or Development Area; (vii) to sell to or solicit customers anywhere, and to allow others to sell to or solicit customers anywhere, even in Franchisee’s Designated Territory; and (viii) use the Proprietary Marks and System, and license others to use the Proprietary Marks and System, to engage in any other activities not expressly prohibited in your Franchise Agreement.

The Franchise Agreement does not grant you any right to engage in any of the activities outlined in the preceding paragraph, or to share in any of the proceeds received by us, our affiliates or any third party from these activities, unless we otherwise agree in writing. Further, we have no obligation to provide you any compensation for soliciting or accepting orders inside your Designated Territory. We have the exclusive right to negotiate and enter into agreements or approve forms of agreements to operate Restaurants at Non-Traditional Sites, either directly or through our affiliates, licensees, or designees, and you will not be entitled to any compensation as a result of our operation of Restaurants at Non-Traditional Sites or otherwise in accordance with our reserved rights.

Other Relevant Disclosures

Except as described in Item 1 of this Disclosure Document, neither we nor our affiliates sell similar goods or services to the Approved Products and Approved Services offered by Franchised Businesses under our Proprietary Marks or a different mark or brand, but we reserve the right to do so as described in this Item.

Nothing in your Franchise Agreement or the Development Agreement provides you with any right or option to open and operate additional Franchised Businesses. Regardless, each Franchised Business you are granted the right to open and operate must be governed by its own specific form of Franchise Agreement. The Franchise Agreement does not grant you any option, right of first refusal, or similar rights to acquire additional franchises within the Designated Territory or otherwise.

You may purchase additional franchises from us on our then-current terms, provided you meet our then-current criteria for a new franchisee and/or multi-unit owner and we otherwise determine it is appropriate to award you such additional franchises. Besides the rights listed here, you have no other rights of first refusal or option rights on additional territory.

ITEM 13. TRADEMARKS

We grant you a limited, non-exclusive license to our then-current Proprietary Marks in connection with the operation of your Franchised Business only at your Approved Location and within your Designated Territory, provided you use these Proprietary Marks as outlined in your Franchise Agreement(s) and our Manuals. You do not obtain any additional rights to use any of our Proprietary Marks under any Development Agreement you execute. As of the Issue Date, the following Proprietary Marks are registered on the Principal Register of the USPTO:

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
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FRESH&CO	4,349,924	June 11, 2013
FRESH&CO	5,765,012	May 28, 2019
JUST MADE. JUST FOR YOU.	4,457,679	December 31, 2013
INVEST IN HEALTHY	6,120,078	August 4, 2020

We have filed all required affidavits and intend to file all additional required affidavits with the USPTO for the Proprietary Marks above, as and when they become due. Presently, there are no agreements in effect that significantly limit our rights to use or license the use of the Proprietary Marks listed in this Item in a manner material to the franchise. We are not aware of any infringing use of our primary Proprietary Marks that could materially affect your use of them. There are no pending infringement, opposition or cancellation proceedings.

These Proprietary Marks are owned by ST Trade Assets, LLC which has granted our parent, Fresh Franchise

Partners LLC, a non-exclusive license to use the Marks and the exclusive right to offer others the opportunity to offer Restaurant franchises. In exchange for this license, Fresh Franchise Partners LLC will pay ST Trade Assets LLC a license fee. This license is for a period of ninety-nine (99) years but may be terminated with cause. In the event of termination, ST Trade Assets, LLC or a licensee appointed by ST Trade Assets, LLC will assume all of Fresh Franchise Partners LLC's obligations under its license agreements.

Our Parent, Fresh Franchise Partners LLC, has granted us the sole right to use the Marks in connection with the offering of Franchised Businesses anywhere in the United States and its territories and to sublicense the Marks to our franchisees. In exchange for this right, we have agreed to pay Fresh Franchise Partners LLC a license fee. The term of our right is ninety-nine (99) years but may be terminated with cause. In the event of termination, our parent, Fresh Franchise Partners LLC or a licensee appointed by Fresh Franchise Partners LLC, will assume all of our rights and obligations regarding the Marks under any franchise agreements then in effect.

Except for as described above, there are no agreements currently in effect that significantly limit our rights to use or license the use of the Marks in any manner material to the franchise.

You must promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use, the Proprietary Marks. We have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including the right to settle the proceedings or litigation. We have the exclusive right, but not the obligation, to affirmatively prosecute actions against third parties for infringement or threatened infringement of the Proprietary Marks. We will defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary Marks. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with the Franchise Agreement, we will pay the cost of defending the action, including the cost of any judgment or settlement. If we, in our sole discretion, determine that you have not used the Proprietary Marks in accordance with the Franchise Agreement, you will be required to pay for the defense or to reimburse us for costs we incurred in providing the defense, including the cost of any judgment or settlement. In the event of any litigation relating to your use of the Proprietary Marks, you are required to sign all documents and assist us, as we deem necessary, to carry out the defense or prosecution including, without limitation, becoming a

nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement, we will reimburse you for your out-of-pocket costs in performing such acts.

We are not aware of any superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks in any state; however, a federal trademark registration does not necessarily protect the use of the concerned mark against a prior user in a given relevant market area. Therefore, before entering into the Franchise Agreement, you should make every effort to ascertain that there are no existing uses of the Proprietary Marks or confusingly similar marks being used in the market area where you wish to do business. You should immediately notify us of any confusingly similar marks you discover.

You cannot register any of the Proprietary Marks now or hereafter owned by us or any abbreviation, acronym or variation of the Proprietary Marks, or any other name that could be deemed confusingly similar, as Internet domain names. We retain the sole right to advertise the System on the Internet and to create, operate, maintain and modify, or discontinue using of a website using the Proprietary Marks. You may access our website thru your assigned Restaurant web page. Except as we may authorize in writing in advance, however, you cannot: (i) link or frame our website; (ii) conduct any business or offer to sell or advertise any products or services on the worldwide web; and (iii) create or register any Internet domain name in connection with your franchise.

You may use only the Proprietary Marks which we designate and may use them only in the manner we authorize and permit. Any goodwill associated with Proprietary Marks, including any goodwill which might be deemed to have arisen through your activities, inures directly and exclusively to our benefit. You may use the Proprietary Marks only for the operation of the Restaurant and only at the Approved Location or in advertising for the Restaurant. You must use all Proprietary Marks without prefix or suffix and in conjunction with the symbols "SM," "TM," "S" or "R," as applicable. You may not use the Proprietary Marks in connection with the offer or sale of any services or products which we have not authorized for use in connection with the System. You may not use the Proprietary Marks as part of your corporate or other legal name. We must approve your corporate name and all fictitious names under which you propose to do business in writing before use. You must use your corporate or limited liability company name either alone or followed by the initials "D/B/A" and a business name containing one or more of the Proprietary Marks we designate. You must promptly register at the office of the county in which your Restaurant is located, or such other public office as provided for by the laws of the state in which your Restaurant is located, as doing business under such assumed business name.

All of your advertising must prominently display the Proprietary Marks and must comply with our standards for using the Proprietary Marks. All such advertising is subject to our prior written approval, which we will not unreasonably withhold. We reserve the right to approve all signs, stationery, business cards, forms, and other materials and supplies bearing the Proprietary Marks. You may use the Proprietary Marks including, without limitation, trade dress, color combinations, designs, symbols, and slogans, only in the manner and to the extent specifically permitted by the Franchise Agreement or by our prior written consent. You must submit to us and we must approve all advertising, publicity, signs, decorations, furnishings, equipment or other materials employing the Proprietary Marks, or related marks, before first publication or use. We will not unreasonably withhold our approval. You must identify yourself as the owner of the Restaurant (in the manner we prescribe) in conjunction with any use of the Proprietary Marks including, without limitation, on invoices, order forms, receipts, and business stationery, as well as at such conspicuous locations as we may designate in writing at the Restaurant.

We reserve the right to substitute different proprietary marks for use in identifying the System and the businesses operating thereunder. You must discontinue using all Proprietary Marks which we have notified you, in writing, have been modified or discontinued within 10 days of receiving written notice and must promptly begin using such additional, modified or substituted Proprietary Marks at your expense.

ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any registered patents or copyrights which are material to the franchise, however, we claim common law copyright and trade secret protection for several aspects of the franchise System including our Operations Manual, advertising, and business materials.

There are no current determinations, proceedings or litigation involving any of our copyrighted materials. Should you become aware that any unauthorized third party is using any of our copyrighted materials, we request that you notify us of such unauthorized use. We may revise our System and any of our copyrighted materials in our discretion and may require that you cease using any outdated copyrighted material. You will be responsible for printing any revised or new advertising, marketing or other business materials.

During the term of the Franchise Agreement, you will receive information which we consider trade secrets and confidential information. You may not, during the term of the Franchise Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any trade secrets including our proprietary recipes, sauces and ingredients, operating systems, other standards and specification for the preparation and presentation of food and beverages, price marketing mixes related to products and services offered under the System, supplier networks, copyrighted materials including the Operations Manual, and other methods, techniques, and know-how concerning the operation of the Restaurant (“Confidential Information”) you will acquire in your capacity as our franchisee. You may divulge such Confidential Information only to your employees who must have access to it in order to perform their employment obligations. You must require your manager and any personnel having access to any of our Confidential Information to sign an agreement stating that they will maintain the confidentiality of information they receive in connection with their employment and restricting their right to work for a competitor while they are employed by you. Such agreement, which will be in a form that we prescribe, will identify us as a third party beneficiary to the agreement and give us independent enforcement rights.

The Franchise Agreement provides that if you, your employees, or principals develop any new concept, process or improvement in the operation or promotion of the Restaurant, including variations on proprietary recipes or other food and beverage items, you must promptly notify us and provide us with all necessary related information, without compensation. Any new concept, process or improvement will become our sole property and we will be the sole owner of all patents, patent applications, trademarks, copyrights and other intellectual property rights related to such new concepts. You and your principals will assign to us any rights you may have or acquire in new concepts you or your employees develop, including the right to modify such concept, process or improvement, and otherwise will waive and/or release all rights of restraint and moral rights to any new concepts you or your employees develop. You and your principals agree to assist us in obtaining and enforcing the intellectual property rights to any such concept, process or improvement in any and all countries and further agree to execute and provide us with all necessary documentation for obtaining and enforcing such rights. You and your principals will irrevocably designate and appoint us as your agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property rights related to any such concept, process or improvement. In the event that such provisions of the Franchise Agreement found to be invalid or otherwise unenforceable, you and your principals will grant to us a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the concept, process or improvement to the extent such use or sublicense would, absent the Franchise Agreement, directly or indirectly infringe on your rights to the new concepts.

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

While we recommend that you (or, if the franchisee is a business entity, your Operating Principal) personally participate and manage the day-to-day operations of your Franchised Business, you may hire a Designated

Manager to manage daily operations with our approval. Both you and your Designated Manager will be required to complete the Initial Training Program to our satisfaction (prior to undertaking any management responsibilities). We will not unreasonably withhold our approval of any Designated Manager you propose, provided the Designated Manager has completed our Initial Training Program and otherwise demonstrated that he/she a good handle on our System standards and specifications for daily operations of a Restaurant. If the franchisee is a business entity, we do not require the Designated Manager to own an interest in the entity, but the Designated Manager must sign our prescribed form of Confidentiality and Non-Competition Agreement.

Even if you appoint a Designated Manager, you must still have a principal/owner that serves as our primary contact and that will be responsible for all operations in the event the Designated Manager is not present at the Approved Location and/or otherwise not actively handling Restaurant operations on a day- to-day basis (“Operating Principal”).

Your Franchised Business must, at all times, be managed and staffed with at least one (1) individual who has successfully completed our Initial Training Program. In the event that you operate more than one Franchised Business, you must have a properly trained Designated Manager at each Restaurant you own and operate. You must keep us informed at all times of the identity of any personnel acting as Designated Manager, and obtain our approval before substituting a new Designated Manager at any of your locations.

It is important to note that we are not your employer and that you will have the right to control all decisions related to recruiting, hiring or firing any personnel at your Franchised Business. Please note that nothing in this Disclosure Document or any agreement you enter into with us will create any type of employer or joint employer relationship between (a) you and/or your personnel, and (b) us.

If you are an individual, then your spouse will also be required to sign the Franchise Agreement or, in the alternative, form of Personal Guaranty attached to the Franchise Agreement as an Exhibit (the “Guaranty”). If you are a business entity (limited liability company, corporation, partnership, etc.), then each of your shareholders/members/partners (the “Owners”), as applicable, must sign the Guaranty, and (b) at our option, the spouses of each such Owner must sign the Guaranty.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only offer the Approved Products that we expressly authorize through your Franchised Business, and may only offer these products and services at the Approved Location and in the manner prescribed in your Franchise Agreement and our Manuals. We may supplement, revise and/or modify our Approved Products as we deem appropriate from time to time, as well as our System standards and specifications associated with the provision of these products/services. These changes will be outlined in our Manuals or otherwise in writing, and there are no contractual limitations on our right to make these types of changes.

If we discontinue any Approved Product or Service offered by the Franchised Business, then you must cease offering or selling such product/service within a reasonable time, unless such product/service represents a health or safety hazard (in which case you must immediately comply upon receipt of notice from us). You may not use the Approved Location of your Franchised Business for any other business purpose other than the operation of your Franchised Business.

You are prohibited from installing or maintaining at the Approved Location any food racks or other sales and promotional items and materials not authorized by us, and you are prohibited from installing or maintaining newspaper racks, juke boxes, gum machines, games, rides, vending machines or other similar devices at the Approved Location.

ITEM 17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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.

A. Franchise Agreement

	Provision	Section in Franchise Agreement	Summary
a.	Term of the Franchise	Section 3	The initial term is for ten (10) years commencing on the date we execute your Franchise Agreement.
b.	Renewal or extension of the term	Section 3	You have the right to be considered for two additional (and successive) five (5) year renewal terms.
c.	Requirements for franchisee to renew or extend	Section 3	In order to renew (which means renewing your franchise relationship with us), you must: not have any uncured material defaults under your Franchise Agreement (including any monetary defaults) or any other agreement between you and us or the landlord of the Approved Location; not have received three (3) or more separate, written notices of material default from Franchisor with respect to this Agreement in the 24-month period preceding the renewal request date or renewal date, or two (2) or more such notices within the 12-month period preceding the renewal request date or renewal date; be in good financial standing; have continued right of possession to the Approved Location; complete required renovation and modernization of your Franchised Business; pay us our then-current Renewal Fee; execute our then-current form of Franchise Agreement (which may contain materially different terms and conditions than your original Franchise Agreement); you must give us not more than nine (9) months and not less than six (6) months written notice; (complete our then-current refresher training course and pay the appropriate training fee; pay a renewal fee amounting to the greater of twenty-five percent (25%) of the then- current Initial Franchise Fee or \$22,500, and execute a general release in our favor (as well as related parties).
.	Termination by franchisee	Not Applicable	Not Applicable
e.	Termination by franchisor without cause	Not Applicable	Not Applicable
f.	Termination by franchisor with "cause"	Section 15	We may terminate your Franchise Agreement with cause as described in (g)-(h) of this Item 17 Chart.

g.	“Cause” defined – curable defaults	Section 15(B)	<p>You must cure all monetary defaults under your Franchise Agreement within 10 days of being provided with notice by us, as well as the following defaults: failure to purchase any Required Purchase; failure to purchase from our Approved Suppliers; any purchase of a non- approved item or offering of a product/service at the Franchised Business that we have not authorized; failure to pay us, our affiliates, or our Approved Suppliers any amount due, and failure to obtain any necessary permit/certificate/approval to operate the Franchised Business.</p> <p>If you receive notice that you have failed to provide us with access to your POS system, you must cure such a default within 3 days.</p>
		Section 15(C)	<p>If you receive notice that you are not in compliance with any law or regulation applicable to the operation of the Franchised Business, you must cure such a default within 15 days.</p> <p>Except as provided above and those defaults listed in (h) of this Item 17 Chart, you must cure all other defaults and violations of any provision of your Franchise Agreement or any other agreement with us or our affiliates within 30 days of being provided with notice of your default(s).</p>

j.	Assignment of contract by franchisor	Section 13	No restrictions on our right to assign.
k.	“Transfer” by franchisee – defined	Sections 13(A) and 13(C)	Includes any transfer of Franchise Agreement, assets of the Franchised Business, or ownership change in you.
l.	Franchisor approval of transfer by franchisee	Section 13(A)	We must approve all transfers, but we will not unreasonably withhold our approval if you meet our conditions.
m.	Conditions for franchisor approval of transfer	Section 13(E) Section 13(F)	We have the right to impose the following conditions on any transfer by you: all of your obligations under the Franchise Agreement have been satisfied; you cure all existing defaults; the new franchisee must meet our then-current qualifications and criteria for a new franchisee; transferee must assume all of your obligations under the Franchise Agreement; transferee must complete our training program; transferee must execute our then-current form of franchise agreement; transferee must pay our Transfer Fee and successfully complete our Initial Training Program (and pay the applicable training fee); and you must execute a general release in our favor (as well as related parties). You will not be required to pay any transfer fee in the event: (i) you wish to transfer your rights under the Franchise Agreement to a newly-established legal business entity that is wholly owned by you and established solely for purposes of operating the Franchised Business under that Franchise Agreement; or (ii) you are required to encumber certain assets of the Franchised Business (or subordinate Franchisor’s security interest with respect to the Franchised Business) in order to receive SBA or other traditional bank financing, provided we otherwise approve of the transfer.
n.	Franchisor’s right of first refusal to acquire franchisee’s business	Section 13(D)	Except in certain circumstances (death/disability or transfer from individual franchisee to business entity), you must provide us with a period of 30 days to match any third-party bona fide offer to purchase any interest in the Franchise Agreement or Franchised Business. If we do not exercise this right, then you will have 60 days to effectuate the transfer to the third party that made the offer on those exact terms – if the transfer does not occur or the proposed terms of the offer change in any way, then we will have another 30 days to exercise our right of first refusal.

s.	Modification of the agreement	Section 18(D)	Your Franchise Agreement may not be modified, except by a writing signed by both parties. With that said, we may modify the System and Manuals as we deem appropriate in our discretion from time to time.
t.	Integration/merger clause	Sections 18(E)	Only the terms of the Franchise Agreement and this Disclosure Document are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations made in this Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Section 21(B) Section 21(C)	<p>You must first submit all dispute and controversies arising under the Franchise Agreement to our management and make every effort to resolve the dispute internally.</p> <p>At our option, all claims or disputes arising out of the Franchise Agreement must be submitted to non-binding mediation, which will take place in New York, New York or our then-current headquarters. You must notify us of any potential disputes and we will provide you with notice as to whether we wish to mediate the matter or not. If the matter is mediated, the parties will split the mediator's fees and bear all of their other respective costs of the mediation.</p> <p>The parties otherwise agree that some disputes shall be resolved through arbitration in accordance with the rules of the American Arbitration Association.</p>
v.	Choice of forum	Sections 21(D) and 21(E)	Subject to state law, arbitration must take place in the state of New York. Any claims that are not subject to arbitration must be brought in the state or, if applicable, federal court encompassing or closest to New York, New York or our then-current headquarters (subject to state law).
w.	Choice of law	Section 21(A)	New York law, except federal Lanham Act (subject to state law).

B. Development Agreement

	Provision	Section in Development Agreement	Summary
a.	Term of franchise	6.1	The Development Agreement will commence on the date it is fully executed and end on the earlier of (a) the last day of the calendar month that the final Franchised Business is required to be opened and operating under the Development Schedule or (b) the day that the final Franchised Business is opened.

b.	Renewal or extension of the term	Not Applicable	Not Applicable.
c.	Requirements for you to renew or extend	Not Applicable	Not Applicable.
d.	Termination by you	Not Applicable	Not Applicable.
e.	Termination by us without cause	Not Applicable	Not Applicable.
f.	Termination by us with cause	6.2	We may terminate your Development Agreement with cause.
g.	Cause defined - default which can be cured	Not Applicable	Not Applicable.
h.	Cause defined - default which cannot be cured	6.2	Your Development Agreement can be terminated by us if: (i) you cease to actively engage in development activities in the Development Area or otherwise abandon your development business for three (3) consecutive months, or any shorter period that indicates an intent by you to discontinue development of the Franchised Businesses within the Development Area; (ii) you become insolvent or are adjudicated bankrupt, or if any action is taken by Franchisee, or by others against you, under any insolvency, bankruptcy or reorganization act, or if you make an assignment for the benefit of creditors or a receiver is appointed by you; (iii) you fail to meet your development obligation under the Development Schedule for any single development period and fail to cure such default within 30 days of receiving notice thereof and (iv) any Franchise Agreement that is entered into in order to fulfill your development obligations under the Development Agreement is terminated or subject to termination by us, pursuant to the terms of that Franchise Agreement.
i.	Your obligations on termination/non-renewal	Not Applicable	Not Applicable.
j.	Assignment of contract by us	8	We have the right to assign our rights under the Development Agreement.
k.	“Transfer” by you - definition	8	Any transfer in you (if you are an entity) or your rights/obligations under the Development Agreement.
l.	Our approval of transfer by franchisee	8	You may not transfer any rights or obligations under the Development Agreement without our prior written consent.
m.	Conditions for our approval of transfer	Not Applicable	Not Applicable.
n.	Our right of first refusal to acquire your business	Not Applicable	Not Applicable.
o.	Our option to Purchase your business	Not Applicable	Not Applicable.
p.	Your death or disability	Not Applicable	Not Applicable.

q.	Non-competition covenants during the term of the franchise	Not Applicable	Nothing additional. Please see non-competition covenants set forth in your Franchise Agreement(s) entered into under the Development Agreement.
r.	Non-competition covenants after the franchise is terminated or expires	Not Applicable	Nothing additional. Please see non-competition covenants set forth in your Franchise Agreement(s) entered into under the Development Agreement.
s.	Modification of the Franchise Agreement	27	Any modification of the Development Agreement must be in writing and signed by both parties.
t.	Integration/merger clauses	27	Only the terms of the Development Agreement are binding (subject to state law). Any representations or promises made outside of the disclosure document and the Development Agreement may not be enforceable.
u.	Dispute resolution by mediation or arbitration	13 and 14	At our option, all claims or disputes between you and us must be submitted first to mediation in New York, New York in accordance with the American Arbitration Association's Commercial Mediation Rules then in effect and if mediation is not successful, then by litigation. The parties agree to resolve some disputes through arbitration in accordance with the rules of the American Arbitration Association.
v.	Choice of forum	16	Subject to Sections 13, 14 and 15 of the Development Agreement arbitration must take place in the state of New York. Any claims that are not subject to arbitration must be brought before a court of general jurisdiction nearest to New York, New York, or the United State District Court for the Eastern District of New York. You consent to the personal jurisdiction and venue of these courts (subject to state law).
w.	Choice of law	11	The Development Agreement is governed by the laws of New York (subject to state law).

ITEM 18. PUBLIC FIGURES

We do not use any public figures to promote our franchise, but we reserve the right to use one in the future.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATION

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

Since we do not own any Restaurants, the Gross Sales information for the Traditional Affiliate Locations contained in this Item 19 is based upon the Gross Sales of our affiliates' Restaurants in operation for the entire 12-month period ending June 30, 2024 ("Measurement Period"). The territories wherein the Traditional Affiliate Locations operate are all in or around the New York City metropolitan area, where, due to the operational history of these locations, the brand may have a reputation that does not currently

exist elsewhere in the country. The Traditional Affiliate Locations range in size from 1500 – 3000 square feet and have seating capacities that range from 10-30 seats. Other than as set forth above with respect to brand reputation in the New York City metropolitan area, there are no material financial or operational characteristics of the company-owned outlets that are reasonably anticipated to differ materially from future operational franchise outlets.

Traditional Affiliate Restaurant - Historical Financial Performance Representation

The eleven (11) Restaurants (“Traditional Affiliate Restaurants”) disclosed immediately below include all Traditional Affiliate Restaurants in operation, for the entire Measurement Period. There was one Traditional Affiliate Restaurants in operation during the Measurement Period which were excluded from this Item 19 because it was not in operation for the entire Measurement Period. All Traditional Affiliate Restaurants described herein are substantially similar in design and operation to the traditional Franchised Business described in this disclosure document and all of these restaurants offer and have offered substantially the same types of products and services as the Franchised Business discussed in this disclosure document. The Gross Sales figures were provided to us by our affiliates. The information provided has not been audited and may not be based on generally accepted accounting principles.

The Average Gross Sales for the Measurement Period for the Traditional Affiliate Restaurants included herein was \$2,414,804. A total of fifty-four percent or 6 locations had Gross Sales at or above that amount. A total of forty-five percent or 5 locations had Gross Sales below the average amount. The Median Gross Sales number was \$2,544,468. The highest Gross Sales amount was \$3,127,901. The lowest Gross Sales amount was \$1,305,164.

Franchise Restaurant – Historical Financial Performance Representation

There were three Franchise Locations in operation for the entire Measurement Period. There was one other franchise in operation during the Measurement Period which was excluded from this Item 19 because it was not in operation for the entire Measurement Period. The Franchise Locations described in herein is substantially similar in design and operation to the Franchised Business described in this disclosure document and offer substantially the same types of products and services as the Franchised Business discussed in this disclosure document. Franchise Locations range in size from 1000 – 3000 square feet and have seating capacities that range from 6 – 35 seats. The Gross Sales figures were provided to us by our franchisee. The information provided has not been audited and may not be based on generally accepted accounting principles.

The Average Gross Sales for the Measurement Period for the Franchise Locations included herein was \$1,149,226. A total of thirty-three percent or 1, had Gross Sales at or above that amount. A total of sixty-six percent or 2, had Gross Sales below the average amount. The Median Gross Sales number was \$1,059,434. The highest Gross Sales amount was \$1,798,109. The lowest Gross Sales amount was \$590,136.

Definitions

The term “Average” as set forth in this Item 19, means the sum of all data points in a set divided by the number of data points in that set.

The term “Gross Sales” as set forth in this Item 19, means the total revenue derived from the operation of the business, less sales tax, discounts, allowances and returns.

The term “Median” as set forth in this Item 19, means the data point that is in the center of all data points used. That number is found by examining the total number of data points and finding the middle

number in that set. In the event the number in the data points is an odd number, the median will be the center number. If the dataset contains an even number of data points, the median is reached by taking the two numbers in the middle, adding them together and dividing by two.

The figures set forth in this statement are revenue figures only.

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

Written substantiation of the data presented in this financial performance representation will be made available to you upon reasonable request. Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives (or anyone else) to make any such representations either orally or in writing. However, if you are purchasing an existing outlet 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 Alex Perez, 130 West 37th Street, New York, NY 10018, (212) 983-7474, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20. LIST OF OUTLETS AND FRANCHISE INFORMATION

Our fiscal year ends June 30. The tables appear as follows:

**Table No. 1
System-wide Outlet Summary For Years
2022-2024**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	2	+2
	2023	2	3	+1
	2024	3	4	+1
Company-Owned*	2022	12	13	+1
	2023	13	12	-1
	2024	12	12	0
Total Outlets	2022	12	15	+3
	2023	15	15	+1
	2024	15	16	+1

*Company-owned refers to the locations operated by our affiliates.

Table No. 2
Transfers of Outlets from Franchisees to New
Owners (other than the Franchisor)
For Years 2022-2024

State	Year	Number of Transfers
Florida	2022	0
	2023	0
	2024	0
New Jersey	2022	0
	2023	0
	2024	0
New York	2022	0
	2023	0
	2024	0
Total	2022	0
	2023	0
	2024	0

Table No. 3
Status of Franchised
Outlets For years
2022-2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Connecticut	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Florida	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
New Jersey	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1

New York	2022	0	1	0	0	0	0	1
	2023	1	0	1	0	0	0	0
	2024	0	0	0	0	0	0	0
Total	2022	0	2	0	0	0	0	2
	2023	2	2	1	0	0	0	3
	2024	3	1	0	0	0	0	4

**Table No. 4
Status of Company-Owned
Outlets For years 2022-2024**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
New York	2022	12	1	0	0	0	13
	2023	13	2	0	3	0	12
	2024	12	1	0	1	0	12
Total	2022	12	1	0	0	0	13
	2023	13	2	0	3	0	12
	2024	12	1	0	1	0	12

**Table No. 5
Projected Openings as of June 30, 2024**

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
Connecticut	0	0	0
Florida	0	0	0
Illinois	1	0	0
New Jersey	0	1	0
New York	0	0	3
Washington, D.C.	0	0	0
TOTALS:	1	1	3

A list of the names of all of our current System franchisees, along with the addresses and telephones numbers of their respective franchises, is set forth in Exhibit G to this Disclosure Document. A list of franchisees who have signed franchise agreement(s) but not yet opened is attached to this Disclosure Document as Exhibit G.

The name, city, state and current business telephone number (if known) of every System franchisee who had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the applicable franchise agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document, is listed on Exhibit H to this Disclosure Document when applicable. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

During the last three (3) fiscal years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the System. There are no trademark- specific organizations formed by our franchisees that are associated with the System.

ITEM 21. FINANCIAL STATEMENTS

Attached as Exhibit D are our audited financial statements as of June 30, 2024 and 2023, and for each of the years in the three-year period ended June 30, 2024. Our fiscal year end is June 30th.

ITEM 22. CONTRACTS

Copies of the following contracts or documents are also attached as Exhibits to the Disclosure Document that you may be required to execute in connection with your franchise purchase:

Franchise Agreement (and Exhibits)	Exhibit B
Development Agreement	Exhibit C
State Specific Addenda (if and as applicable)	Exhibit E
Compliance Certification	Exhibit I

ITEM 23. RECEIPTS

Exhibit K of this Franchise Disclosure Document contains a detachable document, in duplicate, acknowledging receipt of this Franchise Disclosure Document by a prospective franchisee. You should sign both copies of the Receipt. You should retain one signed copy for your records and return the other signed copy to: Fresh Franchise LLC, 130 West 37th Street, New York, New York 10018.

Exhibit A
State Administrators / Agents for Service of Process

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4 th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau

State	State Agency	Agent for Service of Process
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, NY 10005 (212) 416-8222	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6 th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, 5 th Floor Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

**EXHIBIT B
TO THE FRESH FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT**

FRESH FRANCHISE LLC
FRANCHISE AGREEMENT

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
RECITATIONS.....	1
1. PREAMBLES, ACKNOWLEDGEMENTS AND REPRESENTATIONS OF FRANCHISEE	2
2. GRANT OF FRANCHISE.....	3
3. TERM AND RENEWAL.....	4
4. FEES AND PAYMENTS	6
5. DUTIES OF FRANCHISOR.....	9
6. DUTIES OF FRANCHISEE.....	12
7. PROPRIETARY MARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS	19
8. MANUALS AND CONFIDENTIAL INFORMATION.....	23
9. ADVERTISING.....	25
10. ACCOUNTING AND RECORDS.....	28
11. INSURANCE AND INDEMNIFICATION	30
12. INDEPENDENT CONTRACTOR	31
13. TRANSFER AND ASSIGNMENT	32
14. COVENANTS.....	35
15. DEFAULT AND TERMINATION	37
16. POST-TERM OBLIGATIONS.....	41
17. TAXES AND INDEBTEDNESS.....	42
18. WRITTEN APPROVALS; WAIVERS; FORMS OF AGREEMENT; AMENDMENT.....	43
19. ENFORCEMENT	43
20. NOTICES.....	44
21. GOVERNING LAW AND DISPUTE RESOLUTION	44
22. SEVERABILITY AND CONSTRUCTION	48

Exhibit A: Data Sheet and Statement of Ownership

Exhibit B: Personal Guaranty

Exhibit C: Sample Lease Addendum Form and Collateral Assignment of Lease Form

Exhibit D: EFT Authorization Form

Exhibit E: Confidentiality and Restrictive Covenant Agreement

Exhibit F: Conditional Assignment of Telephone Numbers and Domain Names

Exhibit G: Franchisee Questionnaire/ Compliance Certification

Exhibit H: SBA Addendum

**FRESH FRANCHISE LLC
FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT (the “Agreement”) is made and entered into on this ___ day of _____, 20___ (“Effective Date”) by and between: (i) Fresh Franchise LLC, a New York limited liability company with a principal business address at 130 West 37th Street, New York, New York 10018, (the “Franchisor”); and (ii) _____, a (resident of) (corporation organized in) (limited liability company organized in) _____ with a business address at _____ (the “Franchisee”).

RECITATIONS

A. Franchisor and its affiliate/principals, as a result of the expenditure of time, skill, effort, and money, have developed a unique system (the “System”) for operating a quick service restaurant featuring fresh, healthy menu items prepared from locally sourced ingredients and built around pure foods free of synthetic fertilizers, antibiotics, pesticides and other additives with other food products, side dishes and beverages that we approve from time to time (collectively, the “Approved Products”) through take-out, delivery and dine-in services utilizing the System and proprietary marks (each, a “Restaurant”).

B. Franchisor’s System is comprised of various proprietary and, in some cases, distinguishing elements, including without limitation: proprietary methodology and procedures for the establishment and operation of a Restaurant; site selection guidance and criteria; specifications for the design, layout and construction of the interior of the Restaurant; standards and specifications for the furniture, fixtures and equipment located within a Restaurant; established relationships with approved or designated suppliers for certain products and services; and standards and specifications for advertising, bookkeeping, sales and other aspects of operating a Restaurant. The parties agree and acknowledge that Franchisor may change, improve, further develop, or otherwise modify the System from time to time as it deems appropriate in its discretion. Franchisee hereby acknowledges and agrees that: (i) while the System and Franchisor’s related materials contain information that, in isolated form, could be construed as being in the public domain, they also contain significant proprietary and confidential information which makes the System unique as a whole; and (ii) the combined methods, information, procedures, and theories that make up the total System or are contained in the relevant manuals that are proprietary and confidential.

C. The System and Restaurants are identified by certain marks, including trade names, trademarks, service marks and trade dress, that Franchisor designates for use in connection with each Restaurant, including the current mark, FRESH&CO® (collectively, the “Proprietary Marks”), all of which Franchisor may modify, update, supplement or substitute in the future as Franchisor deems appropriate. The parties agree and acknowledge that Franchisor has established substantial goodwill and business value in its Proprietary Marks, expertise, and System.

D. Franchisor is in the business of granting qualified parties a franchise for the right to independently own and operate a single Restaurant utilizing the Proprietary Marks and System at a location that Franchisor approves in writing.

E. Franchisee recognizes the benefits derived from being identified with Franchisor, appreciates and acknowledges the distinctive and valuable significance to the public of the System and the Proprietary Marks, and understands and acknowledges the importance of Franchisor’s high and uniform standards of quality, appearance, and service to the value of the System.

F. Franchisee desires to acquire a non-exclusive franchise for the right to operate a single Restaurant from an approved location, and has submitted an application to obtain such a franchise from Franchisor.

G. Franchisor is willing to grant Franchisee the right to operate a Restaurant based on the representations contained in the franchise application and subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. PREAMBLES, ACKNOWLEDGEMENTS AND REPRESENTATIONS OF FRANCHISEE

- A. Any and all applications, financial statements, and representations submitted to Franchisor by Franchisee, whether oral or in writing, were complete and accurate when submitted and are complete and accurate as of the date of execution of this Agreement unless the same has been otherwise amended in writing. Franchisee states that he/she is not (a) presently involved in any business activity that could be considered competitive in nature, unless heretofore disclosed to Franchisor in writing, or (b) violating any existing contractual obligations by entering into this Agreement.
- B. Franchisee agrees not to contest, directly or indirectly, Franchisor's ownership, title, right, or interest in its names or Proprietary Marks, trade secrets, methods, procedures, know-how, or advertising techniques which are part of Franchisor's business, or contest Franchisor's sole right to register, use, or license others to use such names or Proprietary Marks, trade secrets, methods, procedures, or techniques.
- C. Franchisee represents and warrants that Franchisee is not a party to or subject to any order or decree of any court or government agency which would limit or interfere in any way with the performance by Franchisee of the obligations under this Agreement and that Franchisee is not a party, and has not within the last ten (10) years been a party, to any litigation, bankruptcy, or legal proceedings other than those heretofore disclosed to Franchisor in writing.
- D. Franchisee agrees and acknowledges that it is solely responsible for ensuring that: (i) it acquires and maintains all business licenses, permits and approvals required to offer and provide restaurant services and that are necessary to operate the Franchised Business at the Premises (defined below) and within the Designated Territory (defined below); and (ii) the Franchised Business is otherwise operated in full compliance with all federal, state and local laws and regulations where the Franchisee is located.
- E. Franchisee agrees and acknowledges that: (i) Franchisor may enter into franchise agreements with other franchisees that may contain provisions, conditions, and obligations that differ from those contained in this Agreement, including without limitation, franchise agreements for the operation of a Restaurant (each, a "Franchise Agreement"); and (ii) the existence of different forms of agreement and the fact that Franchisor and other franchisees may have different rights and obligations does not affect the parties' duty to comply with the terms of this Agreement.

2. **GRANT OF FRANCHISE**

- A. **Grant of Franchise.** Franchisor hereby grants Franchisee, subject to the terms, conditions, and obligations of this Agreement, a non-exclusive right and license to use the Proprietary Marks and receive the other benefits of the System in connection with the establishment and operation of a single Restaurant (the “Franchised Business”).
- B. **Approved Premises: Site Selection Area.**
The Franchised Business must be operated from a single location that Franchisor reviews and approves (the “Premises”). If the parties have not agreed on a Premises as of the date this Agreement is executed, Franchisor will designate a general marketing area (the “Site Selection Area”) on the data sheet attached to this Agreement as Exhibit A (the “Data Sheet”) wherein Franchisee must locate and secure the Premises as detailed more fully in Section 6(A) of this Agreement. Franchisee acknowledges and agrees that: (i) it does not have any territorial rights within the Site Selection Area; (ii) Franchisor may permit other new franchisees to search for the location of their franchised Restaurant within the same Site Selection Area that is assigned to Franchisee under this Agreement if Franchisor determines in its discretion that the Site Selection Area is large enough to contain additional franchises; and (iii) potential locations for each franchised Restaurant, and resulting Designated Territories (as defined below), within the Site Selection Area will be reviewed and rejected/granted on a first-to-propose basis.
- C. **Relocation of Premises.** Once the Franchisor approves the Premises of the Franchised Business, the location will be set forth in the Data Sheet. Franchisee may only use the Premises to operate the Franchised Business. Franchisee may not relocate the Franchised Business to any location other than the Premises without Franchisor’s prior written consent, which Franchisor will not unreasonably withhold, provided: (i) Franchisee secures an alternate location for the Franchised Business within the Designated Territory (as defined below) that meets Franchisor’s then-current site selection criteria for the premises of a Restaurant; (ii) Franchisee reimburses Franchisor for all costs incurred in connection with reviewing and approving the relocation and new premises; and (iii) Franchisee pays a relocation fee of Three Thousand Dollars (\$3,000) to Franchisor upon requesting Franchisor’s consideration of relocation. If Franchisee’s landlord terminates Franchisee’s right to possess the Premises before the term of Agreement expires, then Franchisee must find and receive Franchisor’s approval of a suitable replacement location within 60 days.
- D. **Designated Territory.** Upon locating and securing a Premises, Franchisor will designate a geographical area surrounding the Premises wherein Franchisor will not open or operate, or license a third party the right to open or operate, another Restaurant utilizing the System and Proprietary Marks (the “Designated Territory”), for so long as Franchisee is in compliance with this Agreement. The boundaries of the Designated Territory, once determined by Franchisor, will be described in the Data Sheet. Franchisee acknowledges that it does not have any other territorial rights within the Designated Territory if and as specifically identified in an updated Data Sheet.
- E. **Rights Not Granted.** Franchisee acknowledges and agrees that this Agreement does not afford Franchisee any rights or options to open any additional Restaurants and that Franchisee does not have any right to sub-license or sub-franchise any of the rights granted hereunder. Franchisee may not use the Proprietary Marks or System for any purpose other than promoting and operating the Franchised Business at the Premises. Franchisor will have sole discretion as to whether it decides to grant Franchisee the right to open any additional

Restaurants, each of which will be governed by a separate form of Franchisor's then-current Franchise Agreement.

F. **Reservation of Rights.** Notwithstanding anything contained in this Agreement, Franchisor and its affiliates hereby reserve the exclusive right to: (i) open and operate, and license third parties the right to open or operate, other Restaurants and businesses utilizing the Proprietary Marks and System outside the Designated Territory; (ii) open and operate and/or license third parties the right to open and operate businesses that offer and sell goods and/or services similar to the menu items offered and sold by a Restaurant, under a primary mark that is different than the Proprietary Marks and no matter where located; (iii) market, offer and sell (and license third parties the right to market, offer and sell) the Approved Products offered by the Franchised Business and other Restaurants through alternate channels of distribution, including without limitation, via the Internet and other e-commerce channels, grocery stores, direct mail or wholesale, at any location; (iv) acquire, or be acquired by, any company, including a company operating one or more businesses offering products or services offered by a Restaurant, located within or outside your Designated Territory, and subsequently operate (or license a third party the right to operate) these locations; (v) open and operate, or license third parties the right to open or operate Restaurants in non-traditional sites, including, but not limited to, sports and entertainment stadiums, arenas, entertainment complexes, malls, other shopping outlets, food courts, and train stations and airports, both within and outside of Franchisee's Designated Territory, with determination of what constitutes a non-traditional site subject to Franchisor's sole discretion; (vi) to sell to or solicit customers anywhere, and to allow others to sell to or solicit customers anywhere, even in Franchisee's Designated Territory; (vii) to enter into agreements with third party digital platforms and provide online ordering, delivery, and/or pick-up of products or services offered under the System and/or using the Proprietary Marks to customers located anywhere, including in Franchisee's Designated Territory; (viii) to enter into agreements with third parties and/or virtual kitchen, ghost kitchen, off-site or other commercial kitchen models, located anywhere including in Franchisee's Designated Territory, for fulfilling the online ordering, delivery, and/or pick-up of products or services offered under the System and/or using the Proprietary Marks; and (ix) use the Proprietary Marks and System, and license others to use the Proprietary Marks and System, to engage in any other activities not expressly prohibited in your Franchise Agreement.

G. **Modification of System.** Franchisor reserves the right to supplement, revise or otherwise modify the System or any aspect/component thereof, and Franchisee agrees to promptly accept and comply with any such addition, subtraction, revision, modification or change and make such reasonable expenditures as may be necessary to comply with any change that Franchisor makes to the System. Any change or modification that Franchisor makes to the System will not materially alter Franchisee's fundamental rights under this Agreement. Moreover, Franchisor will provide Franchisee with a reasonable amount of time to comply with any change or modification to the System once Franchisee has been notified of such change/modification in writing (via the Operations Manual or otherwise).

3. **TERMANDRENEWAL**

- A. **Term.** Unless previously terminated pursuant to this Agreement, the term of this Agreement shall be for a period of ten (10) years commencing as of the Effective Date.
- B. **Renewal.** Franchisee may submit a request to renew this Agreement for up to two (2) additional terms of five (5) years each, and must provide each request to renew no less than twelve (12) months prior to the end of the then-current term. Failure to provide such notice

to Franchisor will be deemed an indication that Franchisee does not wish to renew the franchise relationship. Franchisor shall not unreasonably withhold its approval of such requests for renewal, provided Franchisee complies with the following conditions:

1. Franchisee must not have: (i) any uncured material defaults under this Agreement (including any monetary defaults) or any other agreement between Franchisee and Franchisor or the landlord of the Premises, either at time of Franchisee's renewal request or at the time of renewal; and (ii) received three (3) or more separate, written notices of material default from Franchisor with respect to this Agreement in the 24-month period preceding the renewal request date or renewal date, or two (2) or more such notices in the 12-month period preceding the renewal request date or renewal date.
2. Franchisee must execute Franchisor's then-current form of Franchise Agreement, which may contain materially different terms and conditions from those contained in this Agreement, within thirty (30) days of the date Franchisee is provided with Franchisor's then-current form of Franchise Agreement. Franchisee's failure to timely sign such agreement shall be deemed an election by Franchisee not to acquire a renewal franchise and this Agreement shall expire on the last day of the initial term unless otherwise terminated in accordance with this Agreement.
3. Franchisee pays Franchisor a renewal fee equal to the greater of twenty-five percent (25%) of the then-current Initial Franchise Fee or Twenty-Two Thousand Five Hundred Dollars (\$22,500), at least ninety (90) days prior to the expiration of the then-current term. Franchisee will not be required to pay an additional Initial Franchise Fee (as defined in Section 4) upon renewal.
4. Franchisee and/or the Designated Manager (as defined in this Agreement and as applicable) attends any training refresher course prescribed by Franchisor at least thirty (30) days before the expiration of the then-current term of this Agreement, and pays Franchisor's then-current refresher training tuition fee for each attending trainee. Franchisee will also be responsible for all expenses incurred in connection with attending this refresher training.
5. Franchisee executes a general release under seal, in a form satisfactory to Franchisor, of any and all claims it may have against Franchisor and its officers, directors, shareholders, and employees in their corporate and individual capacities, including without limitation, all claims arising out of or related to (a) this Agreement, or (b) any federal, state, or local law, rule, or ordinance.
6. Franchisee must have participated in and supported the training procedures, purchasing, marketing, advertising, promotional, and other operational and training programs recommended or provided by Franchisor to the satisfaction of Franchisor.
7. Franchisee or transferee agrees, at its sole cost and expense, to re-image, renovate, refurbish, and modernize the Premises and Franchised Business within the time frame required by Franchisor, including the design, equipment, signs, interior and exterior décor items, displays, inventory assortment and depth, fixtures, furnishings, trade dress, color scheme, presentation of trademarks and service marks, supplies, and other products and materials, as necessary to meet Franchisor's then-current System standards, specifications, and design criteria for a newly opened Restaurant.

4. **FEES AND PAYMENTS**

A. **Fees.** In consideration of the rights and license granted herein, Franchisee shall pay the following amounts:

1. Upon execution of this Agreement, Franchisee must pay Franchisor an initial franchise fee of Forty-Five Thousand Dollars (\$45,000) (the “Initial Franchise Fee”). The parties acknowledge and agree that the Initial Franchise Fee will be deemed fully earned and non-refundable under any circumstances upon payment.
2. On the first day of each month the Franchised Business is open and operating (and/or required to be open and operating under this Agreement), Franchisee must pay Franchisor an ongoing royalty fee amounting six percent (6%) of the Gross Sales (as defined in Section 4(D)) generated by the Franchised Business during the prior reporting/payment period (the “Royalty Fee”).
3. At the same time and in the same manner the Franchisee is required to pay the Royalty Fee, Franchisee shall contribute to the Brand Development Fund (the “Fund”) established by Franchisor. Franchisee must contribute such amount as Franchisor may designate from time to time and may increase upon written notice up to two percent (2%), of the Gross Sales (as defined in this Section 4(D)) generated by the Franchised Business in the prior reporting/payment period (the “Fund Contribution”).
4. If Franchisor allocates certain portions of the Fund to create/product advertising materials to be used by System franchisees, then Franchisee must cover the costs associated with shipping such materials to the Restaurant.
5. In connection with the required computer software to be used in connection with the point-of-sale system at the Restaurant (the “POS System”), Franchisee shall pay the then-current license and support fees charged by third party providers in connection with such POS System.
6. Franchisee must pay a Technology Support and Development Fee to Franchisor or its designated third-party for costs incurred in maintaining the fresh&co® website and/or other social media sites and incorporating information relating to the Franchised Business. This fee also includes the cost of supporting and developing technology for use in connection with the System. The current Technology Support and Development Fee is \$250 per month. Franchisor reserves the right to increase this fee on thirty (30) days written notice to Franchisee but such increase shall not be more than 5% per year.
7. All other training/tuition fees, as well as all amounts necessary to purchase marketing materials, inventory or other supplies from Franchisor or its affiliates must be paid on an ongoing basis, as described more fully in this Agreement.

B. **Method of Payment.** With the exception of the Initial Franchise Fee, Franchisee shall pay

all fees and other amounts due to Franchisor and/or its affiliates under this Agreement through an electronic funds transfer program (the “EFT Program”), under which Franchisor automatically deducts all payments owed to Franchisor under this Agreement, or any other agreement between Franchisee and Franchisor or its affiliates, from the bank account Franchisee provides to Franchisor for use in connection with EFT Program (the “EFT Account”). Franchisee shall immediately deposit all revenues from operation of the Franchised Business into this bank account immediately upon receipt, including cash, checks, and credit card receipts. At least ten (10) days prior to opening the Franchised Business, Franchisee shall provide Franchisor with: (i) Franchisee’s bank name, address and account number; and (ii) a voided check from such bank account. Contemporaneous with the execution of this Agreement, Franchisee shall sign and provide to Franchisor and Franchisee’s bank, all documents, including Franchisor’s form of EFT Authorization Form attached as Exhibit D to this Agreement, necessary to effectuate the EFT Program and Franchisor’s ability to withdraw funds from such bank account via electronic funds transfer. Franchisee shall immediately notify Franchisor of any change in Franchisee’s banking relationship, including any change to the EFT Account.

- C. **Access to Computer System**. Franchisor may, without notice to Franchisee, have the right to independently and remotely access and view Franchisee’s computer system used in connection with the Franchised Business (the “Computer System”) via the Internet, other electronic means or by visiting the Restaurant, in order to obtain Gross Sales, tenant occupancy rates and other available information that Franchisor reasonably requests about the Franchised Business. Franchisee hereby consents to Franchisor using and disclosing to third parties (including, without limitation, prospective franchisees, financial institutions, legal and financial advisors), for any purpose or as may be required by law, any financial or other information contained in or resulting from information, data, materials, statements and reports received by Franchisor or disclosed to Franchisor in accordance with this Agreement. Franchisee must obtain and use the Computer System hardware, software and other components that Franchisor prescribed for use in connection with the Franchised Business, and utilize and participate in any intranet/extranet that Franchisor establishes in connection with the System.
- D. **Gross Sales**. “Gross Sales” means the total revenue generated by your Restaurant, including all revenue generated from the sale and provision of any and all gift cards and other Approved Products and Services offered at or through your Restaurant, as well as all proceeds from any business interruption insurance related to the non-operation of your Franchised Business. “Gross Sales” does not include (a) tips received by employees directly from customers of the Franchised Business, (b) any sales and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, or (c) the value of any allowance issued or granted to any client of the Franchised Business that is credited in good faith by Franchisee in full or partial satisfaction of the price of the Approved Products or Services offered in connection with the Franchised Business.
- E. **Gross Sales Reports**. Franchisor reserves the right to require Franchisee to send Franchisor a signed weekly or monthly Gross Sales report (a “Gross Sales Report”) detailing the following information: (i) Gross Sales of the Franchised Business from the preceding business week; (ii) Franchisee’s calculated Royalty Fee and Fund Contribution based on the Gross Sales from the preceding business week; and (iii) any other information Franchisor may require for that reporting period. Franchisor may, as it deems necessary in its sole discretion, change the form and content of the Gross Sales Reports from time to time. The parties agree and acknowledge that Franchisor may modify the interval at which it collects Franchisee’s Royalty Fee, Fund Contribution and other recurring fees under this

Agreement upon written notice (i.e., Franchisor may provide Franchisee with notice that it will be collecting these fees on a monthly rather than weekly basis). In such event, Franchisee's reporting obligations may also be modified by Franchisor accordingly.

- F. **Late Payments and Interest.** If any payment due under this Agreement is not received by Franchisor by the scheduled date due, Franchisee shall be in default under this Agreement. If any payment is overdue, Franchisee shall pay to the Franchisor, in addition to the overdue amount (a) a late fee amounting to Ten Dollars (\$10) per day and (b) interest at a rate of the greater of one and a half percent (1.5%) per month or the highest commercial rate permitted under applicable law, beginning from the date of non-payment or underpayment, until paid. Entitlement to collect such late fee and interest shall be in addition to any and all other remedies Franchisor may have. Franchisee agrees to pay Fifty Dollars (\$50) for each check given or electronic transfer made to Franchisor that is dishonored, fails to process, or is returned.
- G. **Taxes Owed by Franchisee.** No payments to be made to Franchisor by Franchisee, whether for royalties, advertising, merchandise, special programs, or otherwise, may be reduced on account of the imposition by any federal, state, or local authority of any tax, charge, or assessment, or by any claim Franchisee may have against Franchisor. All taxes, charges, or assessments shall be paid by Franchisee to the taxing authorities when due, in addition to the amounts due to Franchisor.
- H. **Security Interest.** Franchisee hereby grants to Franchisor a security interest in all of Franchisee's interests in the real estate where the franchise is located (if Franchisee purchases its Premises), as well as all improvements to that real estate. Franchisee further grants to Franchisor a security interest in all furniture, furnishings, equipment, fixtures, inventory, and supplies located at or used in connection with the Franchised Business, whether now or hereafter leased or acquired, together with all attachments, accessions, accessories, additions, substitutions, and replacements therefore, as well as all cash and non-cash proceeds derived from insurance, the disposition of any such collateral to secure payment and performance of all debts, liabilities, and obligations of any kind of Franchisee to Franchisor under this Agreement, whenever and however incurred, any promissory note given by Franchisee to Franchisor, or any other agreement between them. Franchisee hereby authorizes Franchisor to file and record all financing statements, financing statement amendments, continuation financing statements, fixture filings, and other documents necessary or desirable to evidence, perfect, and continue the priority of the security interests granted herein. Franchisee agrees and understands that it must promptly execute and deliver any such documents to Franchisor upon request.
1. Notwithstanding anything contained in Section 4(I) of the Agreement to the contrary, Franchisee does not grant Franchisor any security interest in any real property associated with the Franchised Business if such real property is being leased by the Franchisee.
 2. The parties agree that Franchisor will not execute on any security interest granted to Franchisor under Section 4(I) of the Agreement unless Franchisee fails to cure a material default under the Agreement within the applicable time period for cure after Franchisor has provided Franchisee with proper notice of such default(s).
- I. **Inability to Operate Franchised Business.** If Franchisee is unable to operate the Franchised Business due to damage or loss to the Premises caused or created by a casualty,

act of God, condemnation, or other condition over which Franchisee has no control, then Franchisor will waive the Royalty Fee due under this Agreement for a period of time that Franchisor reasonably determines is necessary for the Franchised Business to repair the damage/loss to the Premises and resume operations (or relocate the Franchised Business to a different approved location within the Designated Territory), with said waiver period not to exceed one hundred and twenty (120) days commencing from the date Franchisee gives Franchisor notice of the damage or loss.

- J. **Compliance with Gift Card Redemption Policies.** Franchisee agrees and acknowledges that Franchisor has set forth policies and guidelines regarding Franchisee's redemption of gift cards at the Franchised Business that were purchased at a Restaurant other than the Franchised Business (and vice versa), along with directives and guidelines for how any compensation will be allocated amongst the Franchised Business and the other Restaurant(s) at issue. Franchisee agrees and acknowledges that such policies and guidelines may affect Franchisee's payment obligations under this Agreement, whether to Franchisor and/or to a different Restaurant location, but agrees to strictly comply with such directives, policies and guidelines as set forth and updated by Franchisor in the Manuals or otherwise in writing.
- K. **Technology Support and Development Fee.** Franchisor may charge Franchisee an on-going technology fee in connection with supporting and developing technology relating to the System ("Technology Support and Development Fee"). Franchisor may designate and/or change the amount, scope, or manner of payment of the Technology Support and Development Fee, including the party to whom payment is made, at any time providing reasonable notice to Franchisee.

5. **DUTIES OF FRANCHISOR**

- A. **Initial Training Program.** Franchisor shall offer and make available an initial training program (the "Initial Training Program") for Franchisee and one (1) other management personnel Franchisee designates, provided the parties attend at the same time. One of the trainees must be Franchisee (or one of Franchisee's principals responsible for the Franchised Business if Franchisee is an entity) and, if applicable, the other attendee must be Franchisee's designated manager that will be responsible for the day to day management of the Franchised Business (the "Designated Manager"). The Initial Training Program will be conducted at Franchisor's corporate headquarters or other facility that Franchisor designates, subject to the schedules and availability of Franchisor's training personnel. Franchisor will provide the Initial Training Program to additional owners of Franchisee or managers of the Franchised Business (subject to the availability of Franchisor's staff), provided Franchisee pays Franchisor its then-current training fee (the "Training Fee") for each individual that attends in addition to the first two (2) individuals (as well as any expenses incurred).
- B. **On-Site Assistance Training.** Franchisor will send up to three (3) training personnel to the Premises for approximately ten (10) days of on-site assistance and training prior to the opening of the Franchised Business (the "On-Site Assistance Training"). Franchisor may determine, in its reasonable discretion, that Franchisee requires more than ten (10) days of On-Site Assistance Training if Franchisee or Franchisee's personnel are not able to demonstrate that they adequately understand and can follow the System standards and specification for operation as conveyed by Franchisor in the Initial Training Program and the first ten (10) days of On-Site Assistance Training. In the event Franchisor determines in its reasonable discretion, that Franchisee requires additional On-Site Assistance Training or

upon Franchisee's request and Franchisor's agreement to provide such additional training, Franchisee will be responsible for the costs and expenses incurred by Franchisor and its personnel in connection with providing such additional training as well as to pay Franchisor its then current Training Fee. Franchisee shall promptly reimburse Franchisor for all travel, lodging, food and other expenses incurred by Franchisor's designated training staff during the On- Site Assistance Training.

- C. **Replacement Personnel Training.** Franchisor will also provide the Initial Training Program to any replacement personnel or those who attend but fail to complete the program as well, provided Franchisee pays Franchisor's then-current Training Fee (as well as any expenses incurred).
- D. **Additional and Refresher Training.** Franchisor may, as it deems appropriate in its discretion, develop additional and refresher training courses, and require Franchisee and its management to attend such courses. Franchisor will require Franchisee and its designated attendees to pay Franchisor's then-current Training Fee (in addition to Franchisee's obligation to pay for any expenses incurred).
- E. **Manuals.** Franchisor will provide Franchisee with access to one (1) copy of its proprietary and confidential operations manual prior to the opening of the Franchised Business, as well as any other instructional manuals as Franchisor deems appropriate (collectively, the "Manuals"). Franchisor will also loan or provide Franchisee a list of: (i) all furniture, fixtures, equipment, inventory, supplies and other items that Franchisee is required to purchase or lease in connection with the establishment and ongoing operation of the Franchised Business (collectively, the "Required Items"); (ii) a list of all suppliers from which Franchisee must purchase or lease any Required Items, which may be Franchisor or its affiliates (collectively, the "Approved Suppliers"); and (iii) a list of the Approved Products and Services that Franchisee is authorized to offer, sell or provide at and from the Franchised Business, including membership programs and services. The foregoing lists may be provided as part of the Manuals or otherwise in writing prior to opening, and Franchisor has the right to revise, supplement or otherwise modify these lists and the Manuals at any time upon written notice to you. Franchisor may also establish and maintain Franchisor's website portal, wherein Franchisor may post content that will automatically become part of, and constitute a supplement to, the Manuals, all of which Franchisee must strictly comply with promptly after such content is posted or otherwise listed as part of the Manuals on such website portal.

Site Selection Assistance. Franchisor will provide Franchisee with site selection assistance and guidance with regards to Franchisee's selection of a Premises for the Franchised Business, including Franchisor's then-current site selection criteria, as it deems appropriate in its sole discretion. Franchisor may require that Franchisee use an Approved Supplier for site selection assistance. Franchisor will also review and approve of any location the Franchisee proposes for the Franchised Business. Franchisee shall immediately reimburse Franchisor all costs and expenses incurred conducting any site evaluations after the initial site evaluation. Franchisor must approve of Franchisee's proposed location prior to Franchisee entering into a lease for the Premises (the "Lease") or purchase agreement for the location. Franchisor may condition its approval of the Premises on the Lease for the proposed Premises and on the landlord's execution of Franchisor's form of Consent and Agreement of Landlord attached to this Agreement at Exhibit C. Franchisor will use reasonable efforts to review and approve of any proposed Premises location and corresponding Lease within thirty (30) days of receiving all reasonably requested

information from Franchisee.

- F. **Market Introduction Program Assistance.** Franchisor may assist Franchisee, as it deems appropriate in its discretion, in developing and conducting the initial marketing program (as described more fully in Section 9 of this Agreement), which program shall be conducted at Franchisee's expense.
- G. **Opening Assistance/Continuing Assistance.** Franchisor may, as it deems appropriate and advisable in its sole discretion, provide opening assistance and continuing advisory assistance in the operation of the Franchised Business. Franchisor's determination not to provide any particular service, either initial or continuing, shall not excuse Franchisee from any of its obligations under this Agreement.
- H. **Review of Advertising Materials.** Franchisor will review and approve/reject any advertising or marketing materials proposed by Franchisee in connection with the Franchised Business as described more fully in Section 9 of this Agreement.
- I. **Website.** For so long as Franchisor has an active website containing content designed to promote Franchisor's brand, System and Proprietary Marks (collectively, the "Website"), Franchisor will list the contact information of the Franchised Business on this Website, provided Franchisee is not in default under this Agreement and the Franchised Business is open and actively operating. Franchisor may also provide Franchisee with one or more email address(es), as it deems appropriate in its discretion, which Franchisee must use only in connection with the Franchised Business.
- J. **Branded or Proprietary Products.** Franchisor may directly, or indirectly through Franchisor's affiliates or designated vendors, develop and provide Franchisee with private label products or other merchandise bearing the Proprietary Marks or that are otherwise proprietary to be sold at the Franchised Business. Franchisee may be required to purchase these items from Franchisor or any other Approved Supplier Franchisor designates.
- K. **Inspections of the Franchised Business and Premises.** Franchisor will, as it deems appropriate in its sole discretion, conduct inspections and/or audits of the Franchised Business and Premises to ensure that Franchisee is operating its Franchised Business in compliance with the terms of this Agreement, the Manuals and the System standards and specifications. Such inspections may include inspections of the Premises, taking photographs and/or videotape of the Restaurant's common area, taking samples of any Approved Products for sale at the Restaurant, interviewing and surveying Franchisee's personnel and customers, inspecting any and all books and records, and conducting mystery shop services. Franchisor is not responsible for ensuring that the Franchised Business is being operated in compliance with all applicable laws and regulations.
 - i. Franchisor may establish a mystery shops program ("Mystery Shops Program") whereby a third-party vendor will patronize the Franchised Business and grade its experience based on criteria established by Franchisor or the third-party vendor. If established, Franchisee shall pay for the costs of the surveys conducted under the Mystery Shops Program to either Franchisor or a third-party vendor.
 - ii. Franchisor may also conduct quarterly service evaluations of the Franchised Business. Franchisee shall comply with any changes requested by Franchisor based on the quarterly evaluations.

- L. **Administration of Fund.** Franchisor will administer the Fund as it deems advisable to the System in its sole discretion as described more fully in Section 9 of this Agreement.
- M. **No Assumption of Liability.** Franchisor shall not, by virtue of any approvals or advice provided to the Franchisee under this Agreement, including site selection or other approval provided under this Section 5, assume any responsibility or liability to Franchisee or to any third party to which it would not otherwise be responsible or liable. Franchisee acknowledges that any assistance (including site selection and project oversight) provided by Franchisor or its nominee in relation to the selection or development of the Premises is only for the purpose of determining compliance with System standards and does not constitute a representation, warranty, or guarantee, express, implied or collateral, regarding the choice and location of the Premises, that the development of the Premises is free of error, nor that the Franchised Business is likely to achieve any level of volume, profit or success.
- N. **Delegation of Duties.** Franchisee acknowledges and agrees that any designee, employee, or agent of Franchisor may perform any duty or obligation imposed on Franchisor by the Agreement, as Franchisor may direct.
- O. **Pre-Opening Obligations Acknowledgement.** If Franchisee believes Franchisor has failed to provide adequate pre-opening services as provided in this Agreement, Franchisee shall notify Franchisor in writing within ninety (90) days following the opening of the Franchised Business. Absent such notice to Franchisor, Franchisee acknowledges, agrees and grants that Franchisor complied with all of its pre-opening and opening obligations set forth in this Agreement.
- P. **Annual Conference.** Franchisor may establish and conduct an annual conference for all Restaurant owners and operators, and may require Franchisee to attend this conference for no more than five (5) days each year. Franchisee will be solely responsible for all expenses incurred in attending the annual conference (including any employee wages), as well as Franchisor's Conference Attendance Fee of \$500 per attendee.

6. **DUTIES OF FRANCHISEE**

- A. **Secure a Premises.** Franchisee must secure a Premises that Franchisor approves within twelve (12) months of executing this Agreement, unless Franchisor agrees to an extension of time in writing. If Franchisor has designated an Approved Supplier for site selection assistance, then Franchisor may require that Franchisee use this Approved Supplier. If Franchisee is entering into a Lease for the proposed Premises, the form of Lease must be approved by Franchisor and Franchisee must ensure that the Lease contains the following terms as a condition to Franchisor's approval thereof:
1. The leased Premises will only be used as a Restaurant offering only the Approved Products and Services that Franchisor designates;
 2. Franchisor has the right to enter the Premises to make any modifications necessary to protect Franchisor's Proprietary Marks;
 3. Upon Franchisor's request, the landlord shall supply Franchisor with a current copy of the Lease;

4. The landlord will notify Franchisor in writing of and upon the failure of Franchisee to cure any default by Franchisee under the Lease, and provide Franchisor with an opportunity to cure the default on behalf of Franchisee within a reasonable period of time;
 5. Franchisor will have the option, but not the obligation, to assume or renew the Lease and the occupancy of the business premises, including the right to sublease to another party operating a Restaurant, for all or any part of the remaining term of the Lease only if: (i) the Agreement or Lease is terminated for cause; (ii) Franchisee is in default under the Lease and, if applicable, fails to cure within the time period provided for in the Lease; (iii) Franchisee is in material default of the Agreement and fails to cure said default(s) within the applicable time period (if any) thereunder; or (iv) either the Agreement or Lease expires (and Franchisee does not renew in accordance with the respective terms of those agreements). Franchisor will not have the right to assume any Lease in the event Franchisee is relocating the Franchised Business from the Premises governed by the Lease in accordance with the terms of this Agreement. In the event Franchisor assumes the Lease under this Section, Franchisor will not be obligated to pay to the landlord past due rent, common area maintenance, and/or other charges attributable to more than one (1) month. The landlord shall give Franchisor thirty (30) days upon termination of Franchisee's rights under the Lease to exercise this option, which Franchisee must do in writing; and
 6. The Lease may not be materially amended, assigned, or terminated without Franchisor's prior written approval.
- B. **Access to Franchisor for Inspection of Premises.** Upon the surrender of the Premises, Franchisee must conduct a physical inventory so that there is an accurate accounting of inventory, fixtures, furniture, supplies and equipment on hand, and shall provide a signed copy of this physical inventory to Franchisor as of the date of surrender of the Premises. Franchisor shall have the right to enter the Premises at its convenience and conduct said physical inventory on its own.
- C. **Compliance with Lease.** Franchisee must comply with both the Lease and any additional leasehold covenants and regulations of the building in which the Premises is located. In the event the landlord of the Premises terminates the Lease due to Franchisee's default thereunder, this termination will also constitute a material breach of this Agreement by Franchisee. In the event Franchisor provides appropriate notice as described in Section 6(A) above and assumes control of the Premises and the operation of the former Franchised Business upon the termination or expiration of the Lease, the future operation of that Restaurant by Franchisor shall not be as an agent of Franchisee and Franchisor shall not be required to account to Franchisee as a result thereof.
- D. **Construction and Build-Out.**
- i. Franchisee must complete all construction and build-out of the Premises in a manner consistent with Franchisor's System standards, specifications and any agreed-upon plans and open the Franchised Business to the public no later than twelve (12) months after the date this Agreement is executed. Franchisor may recommend that Franchisee use an Approved Supplier for construction management services. Franchisor must provide its prior written consent before Franchisee may open the

Franchised Business, and Franchisor reserves the right to inspect the construction and/or build-out of the Franchised Business at any reasonable time prior to the opening date. Should Franchisee fail to open the Franchised Business for operation within the prescribed period (or, if applicable, within any extended period of time Franchisor approves in writing), this Agreement will be deemed terminated upon written notice from Franchisor to Franchisee without the necessity of further action or documentation by either party.

ii. The parties further agree and acknowledge that if Franchisee is opening and operating the Franchised Business pursuant to its development obligations under an Area Development Agreement (“ADA”) with Franchisor, then that ADA will control the timeline for opening and operating the Franchised Business in the event there is an inconsistency between the ADA and this Agreement. Franchisee must open and commence operations of the Franchised Business within the time period prescribed in the development schedule set forth in the ADA (even if Franchisor does not require Franchisee to execute this Agreement until Franchisee has secured an approved Premises for the Franchised Business).

- E. **Required Licenses and Permits.** Prior to opening, Franchisee must obtain and maintain (throughout the term of this Agreement) all required licenses, permits and approvals to establish, open and operate the Franchised Business at the Premises in the Designated Territory, including all required licenses and permits related to operation of a restaurant or establishment offering food and the other Approved Products and Services provided at the Franchised Business.
- F. **Approved Products and Services.** Franchisee must only offer and sell only the Approved Products and Services at the Franchised Business. Franchisee may not offer or provide any other products/services and must not deviate from Franchisor’s System standards and specifications related to the manner in which the Approved Products and Services are offered and sold, unless Franchisor provides its prior written consent. Franchisor has the right to add additional, delete or otherwise modify certain of the Approved Products and Services from time to time in the Manuals and otherwise in writing, as it deems appropriate in its sole discretion. In the event of a dispute between Franchisee and Franchisor concerning Franchisee’s right to carry any particular product or to offer any specific service, Franchisee will immediately remove the disputed products from inventory, remove the disputed service from those services offered at the Premises, or, if the same are not already in inventory or such services not yet being offered, will defer offering for sale such products and services pending resolution of the dispute.
- G. **Other Devices Prohibited at Premises.** Franchisee is specifically prohibited from installing, displaying, or maintaining any vending machines, gaming machines, automatic teller machines, internet kiosks, public telephones (or payphones), or any other electrical or mechanical device in the Restaurant other than those Franchisor prescribes or approves.
- H. **Fixtures, Furniture, Signs and Inventory.** Franchisee must maintain at all times during the term of this Agreement and any renewals hereof, at Franchisee’s expense, the Premises and all fixtures, furnishings, signs, and inventory therein as necessary to comply with Franchisor’s standards and specifications as prescribed in the Manuals or otherwise in writing. Franchisee must also make such additions, alterations, repairs, and replacements to the foregoing as Franchisor requires. In addition, we reserve the right to require you to purchase and install a vehicle wrap approved by us for the vehicle to be used in connection with the catering services, if and as Franchisor authorizes such catering as an Approved

Service.

- I. **Compliance with Applicable Laws.** Franchisee must at all times conduct and operate the Franchised Business in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto, including any laws and regulations related to operating restaurants or businesses serving food. Franchisee will have sole authority and control over the day-to-day operations of the Franchised Business and Franchisee's employees and/or independent contractors. Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Franchised Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. At no time will Franchisee or Franchisee's employees be deemed to be employees of Franchisor or Franchisor's affiliates.
- J. **Required Items.** Franchisee must: (i) purchase any and all Required Items that Franchisor designates for use in connection with the Franchised Business, including without limitation, all products, supplies, inventory, fixtures, Computer System, parts, and materials required for the operation of the Franchised Business; (ii) ensure that all Required Items meet Franchisor's standards and specifications; and (iii) purchase all items Franchisor specifies from the Approved Supplier(s) that Franchisor designates, which may include Franchisor or its affiliate(s). Franchisee agrees and acknowledges that Franchisor and/or its affiliates may derive revenue from the offer and sale of Required Items.
- K. **Alternative Supplier Approval.** If Franchisee wishes to purchase any unapproved item, including inventory, and/or acquire approved items from an unapproved supplier, Franchisee must provide Franchisor the name, address and telephone number of the proposed supplier, a description of the item Franchisee wishes to purchase, and the purchase price of the item, to the extent known. Franchisee must then follow Franchisor's then-current procedure for evaluating and approving such request. At Franchisor's request, Franchisee must also provide Franchisor, for testing purposes, a sample of the item Franchisee wishes to purchase. If Franchisor incurs any costs in connection with testing a particular product or evaluating an unapproved supplier at Franchisee's request, Franchisee must reimburse Franchisor for Franchisor's reasonable testing costs, regardless of whether Franchisor subsequently approves the item or supplier. Franchisor will use commercially reasonable efforts to notify Franchisee in writing whether or not Franchisee's request is approved or denied within thirty (30) days of: (i) Franchisor's receipt of all supporting information from Franchisee regarding Franchisee's request under this Section; and (ii) if applicable, Franchisor's completion of any inspection or testing associated with Franchisee's request. If Franchisor does not provide written approval within this time period, then Franchisee's request will be deemed denied. Franchisor may, but is not obligated to, provide Franchisee's proposed supplier with its specifications for the item that Franchisee wishes the third-party to supply, provided that third-party executes Franchisor's prescribed form of non-disclosure agreement. Each supplier that Franchisor approves must comply with Franchisor's usual and customary requirements regarding insurance, indemnification and non-disclosure. If Franchisor approves any supplier, Franchisee may enter into supply contracts with such third party, but under no circumstances will Franchisor guarantee Franchisee's performance of any supply contract. Franchisor may re-inspect and revoke Franchisor's approval of particular products or suppliers when Franchisor determines, in Franchisor's sole discretion, that such products or suppliers no longer meet Franchisor's standards. Upon receipt of written notice of such revocation, Franchisee must cease purchasing products from such supplier. Nothing in this Section shall be construed to

require Franchisor to approve any particular supplier. Franchisor may base Franchisor's approval of any such proposed item or supplier on considerations relating not only directly to the item or supplier itself, but also indirectly to the uniformity, efficiency, and quality of operation Franchisor deems necessary or desirable in Franchisor's System as a whole. Franchisor has the right to receive payments from suppliers on account of their dealings with Franchisee and other franchisees and to use all amounts Franchisor receives without restriction (unless instructed otherwise by the supplier) for any purposes Franchisor deems appropriate.

- L. **Computer Issues.** Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting itself from computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders.
- M. **Promotional Materials Display.** Franchisee must openly and prominently display franchise promotional materials provided or designated by Franchisor and participate in any ongoing System-wide sales, specials or other promotions that Franchisor designates.
- N. **Initial Training.** Franchisee and each of its management personnel must attend and successfully complete the Initial Training Program prior to opening the Franchised Business, including if applicable, the Designated Manager.
 - i. Before Franchisor approves or schedules Franchisee (or any of Franchisee's initial personnel) to attend any portion of the Initial Training Program, Franchisee must:
 - (i) submit, and obtain Franchisor's approval of, Franchisee's Market Introduction Program; (ii) undertake all steps to establish the EFT Account to use in connection with the Restaurant, including ensuring that both Franchisor and its designee have all authorizations and approvals necessary to access this EFT Account; (iii) demonstrate that Franchisee has all required insurance policies in place and that such policies name Franchisor and its designees as additional insureds; and (iv) provide Franchisor with completed and signed copies of all exhibits to your Agreement, to the extent such exhibits have not been signed or need to be updated/completed. Franchisee must also complete any additional or refresher training the Franchisor is permitted to require Franchisee to attend each year, and Franchisee must attend Franchisor's annual conference if conducted.
 - ii. Franchisor reserves the right to charge its then-current Training Fee for any additional person(s) that attend the program other than the first three (3) individuals. Franchisee must also cover all costs associated with personnel of Franchisee attending the Initial Training Program.
- O. **Training of Employees.** Franchisee or at least one (1) of Franchisee's personnel that has successfully completed the Initial Training Program must conduct training classes for, and properly train, all of Franchisee's employees on sales, advertising, maintenance of the Premises, the POS and Computer System, as well as any other information that is relevant to each employee's role with the Franchised Business, including Franchisor's standards and specifications for operating the Franchised Business, as Franchisor may set forth in the Manuals or otherwise in writing. Further, at least one person that has completed the Initial Training Program must manage the Franchised Business at all times.
- P. **Hours of Operation.** Franchisee shall keep the Franchised Business open and in normal operation for such minimum hours and days as Franchisor may prescribe in the Manuals or

otherwise in writing, and must ensure that the Franchised Business is sufficiently staffed.

- Q. **Image.** Franchisee shall maintain the image of the Franchised Business at all times in accordance with Franchisor's standards and specifications, including: (i) ensuring that the Premises is maintained in a clean and orderly manner; and (ii) ensuring that all equipment, furniture and fixtures remain in good, clean condition and are properly displayed. Franchisor may require Franchisee to refurbish, renovate and/or otherwise substantively modify the interior of the Franchised Business, including the furniture, fixtures and equipment used at the Premises, no more than once every ten (10) years (unless the change is required in connection with a renewal or transfer of this Agreement) so that the Premises and Franchised Business conform with Franchisor's then-current System standards and specifications for a new Restaurant.
- R. **Customer Lists.** Franchisee must (i) maintain a list of all of its current and former customers, as well as their purchase history and any other data associated with specific customers' loyalty and/or rewards program that Franchisor designates for use in connection with the System and (ii) make such lists and contracts available for Franchisor's inspection upon request. Franchisee must promptly provide this information, which is deemed "Confidential Information" hereunder, to Franchisor upon expiration or termination of this Agreement for any reason.
- S. **Promotional/Maximum Prices: Pricing Guidelines.** To the extent permitted under applicable law, Franchisee must follow Franchisor's general pricing guidelines, including any promotional or maximum prices set by Franchisor for a particular Approved Product or Service. As an independent contractor, however, Franchisee may exercise flexibility in meeting competition, offering specials, and adapting to local market conditions. Franchisor may request information from Franchisee that has been used to substantiate any reduction in pricing to meet market conditions.
- T. **Operation of Franchised Business and Customer Service.** Franchisee will be responsible for the day-to-day operation of the business. Franchisee shall manage and operate the Franchised Business in an ethical and honorable manner, and must ensure that all those working at the Franchised Business provide courteous and professional services to customers and always keep its customers' interests in mind while protecting the goodwill of the Proprietary Marks, System and the Franchised Business. Franchisee must handle all customer complaints and requests for returns and adjustments in a manner consistent with Franchisor's standards and specifications, and in a manner that will not detract from the name and goodwill enjoyed by Franchisor. Franchisee must consider and act promptly with respect to handling of customer complaints, and implement complaint response procedures that Franchisor outlines in the Manuals or otherwise in writing.
- U. **Access to Restaurant.** To determine whether Franchisee is complying with this Agreement, Manuals and the System, Franchisor and its designated agents or representatives may at all times and without prior written notice to Franchisee: (i) inspect the Premises; (ii) observe and monitor the operation of the Franchised Business for consecutive or intermittent periods as Franchisor deems necessary; (iii) interview personnel and customers of the Franchised Business; and (iv) inspect, audit and/or copy any books, records, and agreements relating to the operation of the Franchised Business, including all financial information. Franchisee agrees to cooperate with Franchisor fully in connection with these undertakings by Franchisor (if taken). If Franchisor exercises any of these rights, Franchisor will not interfere unreasonably with the operation of the Franchised Business.

- V. **Personal Participation by Franchisee.** Franchisee must personally participate in the direct management operation of the Franchised Business on a full-time basis, unless Franchisee engages a Designated Manager that Franchisor approves in writing to manage the day-to-day operations of the Franchised Business when Franchisee is not present. If Franchisee designates a manager at any time, that manager must successfully complete the Initial Training Program prior to assuming any management responsibilities in connection with the Franchised Business. Regardless, Franchisee is solely responsible for all aspects of the operation of the Franchised Business and ensuring that all the terms, conditions, and requirements contained in this Agreement and in the Manuals are met and kept.
- W. **Credit Cards.** Franchisee must accept credit cards at the Premises to facilitate sales, including Visa, MasterCard, American Express, Discover and any other major credit cards designated by Franchisor.
- X. **Payments to Franchisor.** Franchisee agrees to promptly pay Franchisor all payment and contributions that are due to Franchisor, its affiliates or any Approved Supplier.
- Y. **Employment Decisions.** Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Franchised Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. Franchisee's employees must be competent, conscientious, and properly trained.
- Z. **Bookkeeping Software.** Franchisor may require Franchisee to use a third-party provider (other than QuickBooks) for bookkeeping services if Franchisee (i) fails to timely and accurately provide any and all required reports under this Agreement, or (ii) underreports the Gross Sales of the Restaurant at any time.
- AA. **Annual Conference.** Franchisee must attend the annual business conference held by Franchisor, if conducted. This obligation cannot be delegated to non-shareholder managers. Franchisee will be responsible for all transportation, lodging, food and other costs incurred by the manager in attending the annual business conference. If you do not attend the annual business conference, you will be charged 1% percent of your annual revenue for the balance of the calendar year.
- BB. **Online Ordering/Delivery Services.** Franchisee shall not, without Franchisor's prior, written approval, provide any online ordering or delivery off the Restaurant premises, either directly or through a specified online or digital ordering and delivery platform (collectively "Delivery Services"), of any food or beverage items. Franchisor further reserves the right to require that Franchisee provide Delivery Services of all approved menu items to customers during the term of this Agreement. Franchisee acknowledges and agrees that: (a) Franchisor has the right to condition its approval of any Delivery Services proposed by Franchisee, or Franchisor's required use of a Delivery Services, to be in accordance with Franchisor's then-current delivery standards as set forth in the Manual or as Franchisor otherwise directs in writing from time-to-time; (b) Such standards may include, but are not limited to, the specified Delivery Services, the requirement that such Delivery Services report sales directly to Franchisor, minimum delivery hours, acceptable methods of payment, product handling, packaging, and food safety standards, other customer service standards, and Franchisor's specification of the minimum and maximum delivery area; and (c) Franchisee's delivery rights are not exclusive, and other fresh&co[®] Restaurants may accept delivery orders and

provide delivery at any location, including to customers in Franchisee's Designated Territory and otherwise in proximity to Franchisee's Restaurant.

- CC. **Mobile Applications.** Franchisor may establish or use, and require Franchisee to use, one or more mobile applications (a "Mobile App") for online ordering or electronic payments, or any similar or related application for use in connection with the System. The term "Mobile App" shall include any application for use on smart phones, tablets, other mobile devices, computers and/or other electronic devices, and may include a loyalty or reward program or other features. If Franchisor requires Franchisee to use a Mobile App, then Franchisee shall comply with Franchisor's requirements (as set forth in the Manuals or otherwise in writing) for connecting to, and utilizing, such technology in connection with Franchisee's operation of the Franchised Business. Franchisor reserves the right to require that Franchisee pay it or a third party for the development or use of any such Mobile App.
- DD. **Crisis Management Events.** Upon the occurrence of a Crisis Management Event (defined below), you must immediately inform Franchisor and cooperate fully with Franchisor with respect to Franchisor's response to the Crisis Management Event. You shall also notify Franchisor immediately when you receive any media inquiries concerning the Franchised Business or Approved Location, including, but not limited to, the business operation and incidents and occurrences related to a customer or employee, and you shall direct all media inquiries to Franchisor. You must not communicate directly with the press or media, and you or your employees are prohibited from publishing your own statements on any other media, including on any social media platform. You shall follow all of Franchisor's policies, procedures, and instructions in every such situation, including, without limitation, managing public relations and communications, as directed by the Franchisor or as specified in the Manuals, whether or not you have retained outside counsel or a public relations firm to assist with such matters.

"**Crisis Management Event**" means any event that occurs at or about the Premises or otherwise in connection with the operation of the Franchised Business that has or may cause harm or injury to customers or employees, such as contagious diseases, natural disasters, terrorist acts, crimes, personal injuries resulting from shootings or other acts of violence, or any other circumstance which may damage the System, the Proprietary Marks or image or reputation of the Franchised Business, the Franchisor or our affiliates.

7. **PROPRIETARY MARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS**

- A. **Ownership of Proprietary Marks.** Franchisee acknowledges the exclusive ownership and/or right to use the Proprietary Marks by Franchisor, and Franchisee agrees that during the term of this Agreement and after its expiration or termination Franchisee will not directly or indirectly contest or aid in contesting the validity of the Proprietary Marks or the ownership or rights of the Proprietary Marks by Franchisor. Furthermore, Franchisee intends and hereby concedes that any commercial use Franchisee may make of the Proprietary Marks shall contribute and inure to the commercial use and benefit of Franchisor, which Franchisor may claim to strengthen and further secure ownership of the Proprietary Marks.
- B. **Permitted Use.** It is understood and agreed that the use by Franchisee of Franchisor's Proprietary Marks applies only in connection with the operation of the Franchised Business at the Premises, and includes only such Proprietary Marks as are now designated, or which may hereafter be designated in the Manuals or otherwise in writing as part of the System (which might or might not be all of the Proprietary Marks pertaining to the System owned by the Franchisor), and does not include any other mark, name, or indicia of origin of

Franchisor now existing or which may hereafter be adopted or acquired by Franchisor.

- C. **Use of Proprietary Marks in Advertising and Signage.** To develop and maintain high, uniform standards of quality and service and thereby protect Franchisor's reputation and goodwill, as well as that of the System, Franchisee agrees to:
1. Operate and advertise the Franchised Business only under the Proprietary Marks authorized by Franchisor as specified in this Agreement or the Manuals;
 2. Maintain and display signage and advertising bearing the Proprietary Marks that reflects the current commercial image of the System and, upon notice from Franchisor, to immediately discard and cease use of Proprietary Marks or other imagery that has become obsolete and no longer authorized by Franchisor.
 3. Upon Franchisor's request, Franchisee hereby covenants and agrees that it will affix in a conspicuous location in or upon the Premises, a sign containing the following notice: "This business is owned and operated independently by (*name of franchisee*) who is an authorized licensed user of the trademarks and service marks, under which it operates pursuant to a license agreement with Fresh Franchise LLC."
- D. **Proprietary Marks are Sole Property of Franchisor.** Franchisee acknowledges that the Proprietary Marks, System, Manual, and all other information and items delivered to Franchisee by Franchisor pursuant to this Agreement or in furtherance of the System, including without limitation, video and audio tapes or disks, information communicated by electronic means, and intellectual property, are the sole and exclusive property of Franchisor, and Franchisee's right to use the same are contingent upon Franchisee's continued full and timely performance under this Agreement. Franchisee acknowledges it acquires no rights, interests, or claims to any of said property, except for Franchisee's rights to use the same under this Agreement for the term hereof and strictly in the manner prescribed. Franchisee agrees that it will not, during the term of this Agreement or any time thereafter, contest or challenge the sole and exclusive proprietary rights of Franchisor (and, if appropriate, Franchisor's affiliates) to the Proprietary Marks, System, Manuals, special recipes, ingredients, menu items, and other information, intellectual property, and items delivered or provided or to which Franchisee obtains access under this Agreement, nor shall Franchisee claim any proprietary interest in such property. Franchisee agrees that it will not adopt, display, attempt to register or otherwise use any names, marks, insignias, or symbols in any business that are or may be confusingly similar to the Proprietary Marks licensed under this Agreement.
- E. **Legal Action Involving Proprietary Marks.** Furthermore, Franchisee agrees to cooperate with and assist Franchisor in connection with any legal action brought by or against either of them regarding the protection and preservation of the Proprietary Marks, System, or the Manuals, special recipes, ingredients, menu items, and other information and intellectual property delivered to Franchisee or used by Franchisee under this Agreement.
- F. **Confidential Information.** Franchisee agrees that all documents, papers, notes, and other materials, as well as work products containing or derived from the proprietary information or from the knowledge of, or in connection with, the operation of the Franchised Business, will be Confidential Information (as defined in this Agreement) that is the exclusive property of Franchisor. Franchisee agrees that it will have no proprietary interest in any work product developed or used by it that arises out of the operation of the Franchised Business. Franchisee will, from time to time as may be requested by Franchisor, do all things that may be necessary to establish or document Franchisor's ownership of any such work product,

including without limitation, the execution of assignments.

- G. **Modification or Substitution of Marks by Franchisor.** If in Franchisor's reasonable determination, the use of Proprietary Marks in connection with the System will infringe or potentially infringe upon the rights of any third party, weakens or impairs Franchisor's rights in the Proprietary Marks, or it otherwise becomes advisable at any time in Franchisor's sole discretion for Franchisor to modify, discontinue, or to use one (1) or more additional or substitute trade or service Proprietary Marks then upon notice from Franchisor, Franchisee will terminate or modify, within a reasonable time, such use in the manner prescribed by Franchisor. If Franchisor changes the Proprietary Marks in any manner, Franchisor will not reimburse Franchisee for any out-of-pocket expenses that Franchisee incurs to implement such modifications or substitutions. Franchisor is not obligated to reimburse Franchisee for any loss of goodwill or revenue associated with any modified or discontinued Proprietary Mark or good offered, nor is Franchisor responsible for reimbursing Franchisee for any other costs or damages
- H. **Other Modification or Substitution of Proprietary Marks.** Franchisee agrees not to make any changes or amendments whatsoever in or to the use of the Proprietary Marks unless directed by Franchisor in writing.
- I. **Cease Use of Marks on Termination/Non-Renewal.** Upon termination or expiration and non-renewal of this Agreement, Franchisee agrees to immediately cease use, in any manner whatsoever, of any of the Proprietary Marks or any other Proprietary Marks or trade names that may be confusingly similar to the Proprietary Marks.
- J. **Disconnection of Telephone Number upon Termination/Renewal.** Franchisee acknowledges that there will be substantial confusion among the public if, after the termination or expiration and non-renewal of this Agreement, Franchisee continues to use advertisements and/or the telephone number listed in the telephone directory or online under or containing the Proprietary Marks or any name similar to it. Thus, effective upon the termination or expiration and non-renewal of this Agreement, Franchisee agrees to direct the telephone company servicing Franchisee, per Franchisor's request, to disconnect the telephone number used in connection with the Franchised Business or transfer such number to Franchisor or to any person or location of Franchisor's choosing. If Franchisee fails to take these steps, Franchisee shall be deemed to have hereby irrevocably appointed Franchisor as Franchisee's attorney-in-fact for purposes of directing and accomplishing such transfer. Franchisee understands and agrees that, notwithstanding any billing arrangements with any telephone company or yellow pages directory company, Franchisor will be deemed for purposes hereof to be the subscriber of such telephone numbers, with full authority to instruct the applicable telephone or yellow pages directory company as to the use and disposition of telephone listings and numbers. Franchisee hereby agrees to release, indemnify, and hold such companies harmless from any damages or loss as a result of following Franchisor's instructions.
- K. **Non-Exclusive Use of Proprietary Marks.** Franchisee understands and agrees that its right to use the Proprietary Marks is non-exclusive, that Franchisor in its sole discretion has the right to grant licenses to others to use the Proprietary Marks and obtain the benefits of the System in addition to the licenses and rights granted to Franchisee under this Agreement, and that Franchisor may develop and license other trademarks or service marks in conjunction with systems other than the System on any terms and conditions as Franchisor may deem advisable where Franchisee will have no right or interest in any such other

trademarks, licenses, or systems.

L. **Acknowledgements.** With respect to Franchisee's use of the Proprietary Marks pursuant to this Agreement, Franchisee acknowledges and agrees that:

1. Franchisee shall not use the Proprietary Marks as part of Franchisee's corporate or any other business name, domain name, e-mail address or any social media or social networking profile/page;
2. Franchisee shall not hold out or otherwise use the Proprietary Marks to perform any activity or incur any obligation or indebtedness in such a manner as might in any way make Franchisor liable therefor without Franchisor's prior written consent; and
3. Franchisee shall execute any documents and provide such other assistance deemed necessary by Franchisor or its counsel to obtain protection for Proprietary Marks or to maintain the continued validity of such Proprietary Marks.

M. **No Unauthorized Use.** Franchisee acknowledges that the use of the Proprietary Marks outside the scope of this license without Franchisor's prior written consent is an infringement of Franchisor's exclusive right to use the Proprietary Marks and, during the term of this Agreement and after the expiration or termination hereof, Franchisee covenants not to directly or indirectly commit an act of infringement, contest or aid in contesting the validity or ownership of Franchisor's Proprietary Marks, or take any other action in derogation thereof.

N. **Notification of Infringement.** Franchisee shall notify Franchisor within five (5) calendar days of any suspected infringement of, or challenge to, the validity of the ownership of, or Franchisor's right to use, the Proprietary Marks licensed hereunder. Franchisee will not communicate with any persons other than Franchisor or Franchisor's legal counsel in connection with any such infringement, challenge, or claim. Franchisee acknowledges that Franchisor has the right to control any administrative proceeding or litigation involving the Proprietary Marks. In the event Franchisor undertakes the defense or prosecution of any litigation relating to the Proprietary Marks, Franchisee agrees to execute any and all documents and to do such acts and things as may be necessary in the opinion of counsel for Franchisor to carry out such defense or prosecution.

O. **Indemnification Regarding Marks.** Franchisor will indemnify and defend Franchisee against any third-party claim brought against Franchisee that arises solely out of Franchisee's authorized use of the Proprietary Marks licensed under this Agreement in connection with the Franchised Business, provided: (i) such use is in full compliance with Franchisor's standards and specifications; and (ii) Franchisee notifies Franchisor in writing of this third-party claim within three (3) calendar days of receiving notice or otherwise learning of the claim. Franchisor will have complete control over the defense and, if appropriate, settlement negotiations and resolution regarding the claims described in this Section, including the right to select legal counsel Franchisor deems appropriate. Franchisee must fully cooperate with Franchisor in connection with Franchisor's defense or settlement of any third-party claim that Franchisor determines to take control of under this Section 7. Notwithstanding anything in this Section to the contrary, Franchisor's liability under this Section shall be limited to no more than the Initial Franchise Fee paid under this Agreement.

P. **Other Obligations of Franchisee.** In addition to all other obligations of Franchisee with

respect to the Proprietary Marks licensed herein, Franchisee agrees:

1. To feature and use the Proprietary Marks solely in the manner prescribed by Franchisor and not use the Proprietary Marks on the internet except as approved in writing by Franchisor; and
2. To observe all such requirements with respect to service mark, trademark and copyright notices, fictitious name registrations, and the display of the legal name or other identification of Franchisee as Franchisor may direct in writing from time to time.

8. **MANUALS AND CONFIDENTIAL INFORMATION**

- A. **Compliance with Manuals.** In order to protect the reputation and goodwill of Franchisor and the System, and to maintain uniform standards of operation under Franchisor's Proprietary Marks, Franchisee shall conduct the Franchised Business in strict accordance with Franchisor's Manuals.
- B. **Control of the Franchised Business.** Franchisee acknowledges the Manuals provided by Franchisor to Franchisee are intended to protect Franchisor's standards, systems, names, and marks and are not intended to control day-to-day operation of Franchisee's business. Franchisee further acknowledges and agrees that the Franchised Business will be under the control of the Franchisee at all times.
- C. **Confidential Information.** In connection with the operation of the Franchised Business, Franchisee will from time to time become acquainted with, work with, and even generate certain information, procedures, techniques, data, special recipes, ingredients, menu items, and materials that are and, by this Agreement, will become proprietary to Franchisor. Franchisee and all persons signing this Agreement agree to keep confidential any of Franchisor's trade secrets or proprietary information as defined below and will not use such for its or their own purpose or supply or divulge same to any person, firm, association, or corporation except as reasonably necessary to operate the Franchised Business.
- D. **Trade Secrets and Confidential Information.** The confidentiality requirements set forth in the preceding paragraph will remain in full force and effect during the term of this Agreement and in perpetuity after its termination or expiration and non-renewal. Franchisor's trade secrets and proprietary/confidential information include the following:
 1. The Manuals, as well as information related to the following: (i) site-selection criteria for Restaurants; (ii) methods, techniques and trade secrets for use in connection with the System for the establishment and operation of a Restaurant including without limitation, the proprietary ingredients and/or recipes associated with preparing certain Approved Products; (iii) marketing research and promotional, marketing and advertising programs for the Franchised Business and Restaurants generally; (iv) knowledge of specification for and suppliers of, and methods of ordering, certain products, fixtures, furnishings, equipment and inventory used at the Franchised Business and Restaurants generally; (v) knowledge of the operating results and financial performance of any Restaurant utilizing the System; (vi) customer communication and loyalty programs, along with data used or generated in connection with those programs; (vii) Franchisor's other instructional manuals, as well as any training materials and information Franchisor has developed for use in connection with the System; (viii) information regarding the development of the Proprietary Marks; (ix) information generated by, or used or developed in, the operation of the Franchised Business, including customer names, addresses, telephone

numbers and any other information contained in the Franchised Business's Computer System; and (x) the design, build-out and any construction/remodeling plans for the interior and exterior of the Franchised Business and Restaurants generally;

2. The special recipes, ingredients, menu items, and storage/preparation/cooking/presentation techniques and methodology associated with the Approved Products; and
 3. Any other information that may be imparted to Franchisee from time to time and designated by Franchisor as confidential (collectively, the "Confidential Information").
- E. **Confidential Information as Property of Franchisor.** Franchisee acknowledges and agrees that the Confidential Information and any business goodwill of the Franchise are Franchisor's sole and exclusive property and that Franchisee will preserve the confidentiality thereof. Upon the termination or expiration and non-renewal of this Agreement, all items, records, documentation, and recordings incorporating any Confidential Information will be immediately turned over by Franchisee, at Franchisee's sole expense, to Franchisor or to Franchisor's authorized representative.
- F. **Information Not Proprietary.** Excepted from Confidential Information for purposes of non-disclosure to any third parties by Franchisee and/or its Restricted Persons (as hereinafter defined) is information that:
1. Becomes publicly known through no wrongful act of Franchisee or Restricted Persons; or
 2. Is known by Franchisee or Restricted Persons without any confidential restriction at the time of the receipt of such information from Franchisor or becomes rightfully known to them without confidential restriction from a source other than Franchisor.
- G. **Reasonable Efforts to Maintain Confidentiality.** Franchisee shall at all times treat the Confidential Information as confidential and shall use all reasonable efforts to keep such information secret and confidential. The Manuals must remain at the Premises and be kept in a secure location, under lock and key, except when it is being studied by Franchisee or Franchisee's employees. Franchisee shall not, at any time without Franchisor's prior written consent, copy, scan, duplicate, record, distribute, disseminate, or otherwise make the Manuals available to any unauthorized person or entity, in whole or in part.
- H. **Prevention of Unauthorized Use or Disclosure.** Franchisee shall adopt and implement all reasonable procedures as Franchisor may prescribe from time to time to prevent the unauthorized use or disclosure of any of the Confidential Information. Franchisee must ensure and require that all of its officers, agents, directors, shareholders, trustees, beneficiaries, partners, employees, spouses of employees, and independent contractors who may obtain or who are likely to obtain knowledge concerning the Confidential Information (collectively, "Restricted Persons") execute Franchisor's prescribed form of confidentiality agreement that will be in substantially the same form attached to this Agreement as Exhibit E (the "Confidentiality and Non-Competition Agreement"). Franchisee must obtain a signed copy of the Confidentiality and Non-Competition Agreement from any such person prior to, or at the same time of, that person undertaking its role and/or employment or association with Franchisee or the Franchised Business. Franchisee's spouse or significant other shall also be bound by the same requirement and shall sign the same Confidentiality and Non-Competition Agreement. Franchisee must provide Franchisor with a copy of each signed Confidentiality and Non-Competition Agreement within ten (10) days of Franchisor's request.

- I. **Loan of Manuals.** Franchisor will loan or otherwise provide access to the Manuals to Franchisee. The Manuals shall at all times remain the sole property of Franchisor and must be returned to Franchisor upon termination or expiration and non-renewal of this Agreement.
- J. **Modification of Manuals.** In order for Franchisee to benefit from new knowledge, information, methods, and technology adopted and used by Franchisor in the operation of the System, Franchisor may from time to time revise the Manuals, and Franchisee agrees to adhere to and abide by all such revisions (at its expense). Franchisee agrees at all times to keep its copy of the Manuals current and up-to-date. In the event of any dispute as to the contents of Franchisee's Manual, the terms of the master copy of the Manual at issue maintained by Franchisor at its home office shall be controlling. Out-of-date pages must be returned to Franchisor immediately upon replacement. Franchisor may provide any supplements, updates or revisions to the Manuals via the Internet, email, the System-wide intranet/extranet or any other electronic or traditional mediums it deems appropriate.
- K. **Improvements.** Franchisee agrees to disclose promptly to Franchisor any and all inventions, discoveries, and improvements, whether or not patentable or copyrightable, that are conceived or made by Franchisee or its employees or agents that are in any way related to the establishment or operation of the Franchised Business (collectively, the "Improvements"), all of which shall be automatically and without further action owned by Franchisor without compensation to Franchisee (including all intellectual property rights therein). Whenever requested to do so by Franchisor, Franchisee will execute any and all applications, assignments, or other instruments that Franchisor may deem necessary to apply for and obtain intellectual property protection or to otherwise protect Franchisor's interest therein. These obligations shall continue beyond the termination or expiration of this Agreement. If a court should determine that Franchisor cannot automatically own certain of the Improvements that may be developed, then Franchisee hereby agrees to grant Franchisor a perpetual, royalty-free worldwide license to use and sublicense others to use such Improvements.

9. **ADVERTISING**

- A. **Advertising and Sales Promotion Programs.** Franchisor may from time to time develop and create advertising and sales promotion programs designed to promote and enhance the collective success of all or some of the Restaurants operating under the System. Franchisee must participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by Franchisor for each program. In all aspects of these programs, including without limitation, the type/quantity/timing/placement and choice of media, and market areas and advertising agencies, the System standards and specifications established by Franchisor shall be final and binding upon Franchisee. Franchisor may also request that Franchisee purchase and/or make copies of (and Franchisee's expense) and subsequently use certain other advertising or promotional materials that Franchisor designates for use in connection with the Franchised Business.
- B. **Approval for all Advertising/Promotional Materials.** All advertising and promotion by Franchisee in any medium must be conducted in a professional manner and shall conform to Franchisor's standards and requirements as set forth in the Manuals or otherwise. Franchisee shall obtain Franchisor's approval of all advertising and promotional plans and materials prior to use if such plans and materials have not been prepared by Franchisor or previously approved by Franchisor during the twelve (12) months prior to their proposed

use. Franchisee must submit unapproved plans and materials to Franchisor, and Franchisor will have thirty (30) days to notify Franchisee of its approval or disapproval of such materials. If Franchisor does not provide its specific approval of the proposed materials within this thirty (30) day period, the proposed materials will be deemed rejected. Any plans and materials that Franchisee submits to Franchisor for its review will become Franchisor's property and there will be no restriction on Franchisor's use or dissemination of such materials. Franchisor may revoke its approval of any previously approved advertising materials upon notice to Franchisee. Franchisor reserves the right to require Franchisee to include certain language on all advertising to be used locally by Franchisee or to be used by a Cooperative, including, but not limited to, the phrase "Franchises Available" and references to Franchisor's telephone number and/or website.

- C. **Market Introduction Program.** Franchisee must spend such amounts as Franchisor may reasonably require up to Fifty Thousand Dollars (\$50,000) to promote and advertise the grand opening of the Franchised Business within the Designated Territory ("Market Introduction Program"), which must be expended during the time period beginning approximately thirty (30) days prior to the opening of the Franchised Business through the first thirty (30) days following the opening of the Franchised Business.
- D. **Local Advertising Requirement.** In addition to Market Introduction Program, Franchisee must expend a minimum of one percent (1%) of Gross Sales each month the Franchised Business is open and operating on advertising and marketing the Franchised Business within the Designated Territory (the "Local Advertising Requirement").
1. Upon Franchisor's request, Franchisee must provide Franchisor with invoices or other proof of its monthly expenditures on local advertising and marketing.
 2. Franchisee must ensure that: (i) the Franchised Business has a dedicated phone line for use in connection with the Franchised Business only (and no other business, including any other Restaurant); (ii) the Franchised Business is listed in the appropriate Internet-based directories that Franchisor designates.
 3. Franchisee may not advertise and promote the Franchised Business outside of the Designated Territory without Franchisor's consent which may withhold in Franchisor's sole discretion.
- E. **Brand Development Fund.** Franchisor has established a Brand Development Fund designed to promote the System, Proprietary Marks and Franchisor's brand generally. Franchisee must contribute such amount as Franchisor may designate from time to time, up to two percent (2%) of the Gross Sales (as defined in this Section 4(D)) generated by the Franchised Business in the preceding business week, as described in Section 4. All payments by Franchisee to the Fund are non-refundable upon payment, and Franchisor will account separately for all sums paid to the Fund. The Fund will be maintained and administered by Franchisor or Franchisor's designee as follows:
1. Franchisor will use Fund and all contributions to it and any earnings on it, exclusively for preparing, directing, conducting, placing, and administering advertising, marketing, public relations, and/or promotional programs and materials, and any other activities, that Franchisor believes would enhance the image of the System, Proprietary Marks, and Approved Products or Services.
 2. Franchisor is not obligated to spend monies from the Fund in any particular Franchisee's market in proportion to the payments to the Fund made by the

Franchisee in that market. Franchisor does not represent that it will spend any particular amount of advertising funds locally, regionally, or nationally.

3. The Fund may be used to meet any and all costs of: maintaining, administering, directing, and preparing advertising, including any and all digital marketing/advertising content, as well as employing technology designed to enhance the System or that is otherwise associated with training tools designed to assist Restaurant owners. This includes, among other things, internet and direct mail advertising, marketing surveys and other public relations activities, developing and maintaining the Franchisor's Website, employing advertising and public relations agencies, purchasing promotional items, providing other marketing materials and services to the Restaurants operating under the System, and any other activities that Franchisor determines appropriate to develop the brand and/or System. These costs may include the proportionate salary share of Franchisor's employees that devote time and render services for advertising and promotion or the administration of the Fund, including administrative costs, salaries, and overhead expenses related to administering the Fund and its programs. No part of the Fund shall be used by Franchisor to defray any of its general operating expenses, other than those Franchisor allocates to the advertising described in this Section or other activities reasonably related to the administration or direction of the Fund.
 6. Franchisor shall account for all contributions to the Fund separately from Franchisor's other funds. Franchisor may, in its sole discretion, elect to accumulate monies in the Fund for such periods of time, as it deems necessary or appropriate, with no obligation to expend all monies received in any fiscal year during that fiscal year. In the event Franchisor's expenditures for the Fund in any one (1) fiscal year shall exceed the total amount contributed to the Fund during such fiscal year, Franchisor shall have the right to be reimbursed to the extent of such excess contributions from any amounts subsequently contributed to the Fund or to use such excess as a credit against its future contributions. The parties do not intend that the Fund be deemed a trust or an asset of Franchisor.
 7. Franchisor shall, on an annual basis, account for the operation of the Fund and prepare an unaudited financial statement evidencing such accounting, which will be available to Franchisee upon its written request one hundred twenty (120) days after the Franchisor's fiscal year end. Franchisor will not be required to provide an audit with respect to the Fund, and Franchisor may dissolve the Fund at any time after it is established.
- F. **Advertising Council.** Franchisor may establish, if and when it deems appropriate in its sole discretion, a council to provide advice and guidance regarding the administration of the Fund and various other advertising/marketing matters (an "Advertising Council"). If Franchisor establishes an Advertising Council, it may serve in only an advisory capacity and may consist of franchisees, personnel from Franchisor's affiliate-owned Restaurants, or other management/employees that Franchisor designates. If an Advertising Council is established, the membership of such Advertising Council, along with the policies and procedures by which it operates, will be determined by Franchisor. The recommendations of the Advertising Council shall not be binding on Franchisor.
- G. **Website.** Franchisor agrees that it will establish an interior page on its corporate website to display the Premises and contact information associated with the Franchised Business for

so long as (i) the Franchised Business is open and actively operating, and (ii) Franchisee is not in default under this Agreement is not subject to termination. Franchisee may not establish any separate website or other Internet presence in connection with the Franchised Business, System or Proprietary Marks without Franchisor's prior written consent. If approved to establish a separate website, Franchisee shall comply with Franchisor's policies, standards and specifications with respect to the creation, maintenance and content of any such website. Franchisee specifically acknowledges and agrees that any website owned or maintained by or for the benefit of Franchisee shall be deemed "advertising" under this Agreement, and will be subject to (among other things) Franchisor's approval as described in this Section 9. Franchisee may not promote or otherwise list its Franchised Business, or the Proprietary Marks or System, on any social media or networking site, including without limitation, Facebook, LinkedIn, Instagram, Pinterest, Twitter or YouTube, without Franchisor's prior written consent. Franchisor shall have the right to modify the provisions of this Section relating to Franchisee's use of separate websites and social media, as Franchisor determines necessary or appropriate.

- H. **Cooperatives.** Franchisor may establish regional advertising cooperatives that are comprised of multiple Restaurant owners located within a geographical region that Franchisor designates (each, a "Cooperative"). If Franchisor establishes a Cooperative and designates Franchisee as a member thereof, Franchisee may be required to contribute to the Cooperative in an amount not to exceed Franchisee's Local Advertising Requirement each month. All amounts paid to a Cooperative will be credited towards Franchisee's Local Advertising Requirement. Franchisor shall have the right to specify the governing rules, terms and operating procedures of any Cooperative.

10. **ACCOUNTING AND RECORDS**

- A. **Maintenance of Records.** Franchisee must, in a manner satisfactory to Franchisor and in accordance with generally accepted accounting principles, maintain original, full, and complete register tapes, computer files, back-up files, other records, accounts, books, data, licenses, contracts, and product vendor invoices which shall accurately reflect all particulars relating to the Franchised Business, as well as other statistical and financial information and records Franchisor may require. All of this information must be kept for at least three (3) years, even if this Agreement is no longer in effect. Upon Franchisor's request, Franchisee must furnish Franchisor with copies of any or all product or equipment supply invoices reflecting purchases by or on behalf of the Franchised Business. In addition, Franchisee shall compile and provide to Franchisor any statistical or financial information regarding the operation of the Franchised Business, the products and services sold by it, or data of a similar nature, including without limitation, any financial data that Franchisor believes that it needs to compile or disclose in connection with the sale of franchises or that Franchisor may elect to disclose in connection with the sale of franchises. All data provided to the Franchisor under this Section 10 shall belong to Franchisor and may be used and published by Franchisor in connection with the System (including in Franchisor's disclosure documents).
- B. **Examination and Audit of Records.** Franchisor and its designated agents shall have the right to examine and audit Franchisee's records, accounts, books, computer files, and data at all reasonable times to ensure that Franchisee is complying with the terms of this Agreement. If such audit discloses that Franchisee has underreported the Gross Sales of the Franchised Business or any amount due to Franchisor by two percent (2%) or more in any given reporting period (weekly, monthly or otherwise), then Franchisee must: (i) reimburse Franchisor any costs/expenses incurred in connection with conducting the inspection and audit; and (ii) pay any amount due and owing Franchisor as a result of Franchisee's

underreporting, along with any accrued interest on said amounts.

- C. **Computer System for Records.** Franchisee shall record all transactions and Gross Sales of the Franchised Business on a Computer System that is approved by Franchisor, which must contain software that allows Franchisee to record accumulated sales without turning back, resetting or erasing such sales. Franchisor will, at all times and without notice to Franchisee, have the right to independently and remotely access and view Franchisee's Computer System as described in Section 4 of this Agreement.

- D. **Computer System Files and Passwords.** Franchisee will not install or load any computer software on the hard disks of the Computer System used in connection with the Franchised Business without Franchisor's prior written consent. All computer and file passwords associated with the Computer System must be supplied as a list to Franchisor by Franchisee, along with any modifications or changes to that list. The passwords to access the Computer System located at the Premises or used by the Franchised Business, as well as all computer files and records related to the Franchised Business, are the exclusive property of Franchisor and Franchisee must provide Franchisor with these files and information upon the termination or expiration of this Agreement.

- E. **Current Contracts, Listings and Projects.** At any time and upon request of Franchisor, Franchisee shall provide Franchisor with a copy or summary listing, at Franchisor's discretion, of all current contracts, listings, agreements, and projects that Franchisee is involved in or working with.

- F. **Tax Returns.** Upon Franchisor's request, Franchisee shall furnish the Franchisor with a copy of each of its reports, 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, all of which Franchisee shall certify as true and correct.

- G. **Submission of Performance Reports.** Franchisee shall submit to Franchisor, for review or auditing, financial statements, including a balance sheet and income statement prepared on a monthly basis, Gross Sales reports detailing Gross Sales of the Franchised Business from the preceding business week, along with Franchisee's calculated Royalty Fee, Fund Contribution and other information that Franchisor reasonably requires, and such forms, reports, records, information, and data as Franchisor may reasonably designate, in the form and place reasonably required by Franchisor, including without limitation, by electronic telecommunications data transmission methods, upon request and as specified from time to time in the Manuals or otherwise in writing. Such reporting shall be submitted no later than the tenth (10th) day of the month following the reporting period or such other date specified in writing by Franchisor. If Franchisee prepares and submits to Franchisor monthly profit and loss statements, Franchisor may require Franchisee to have a certified public accountant review such statements on a quarterly basis, the expense of which shall be borne entirely by the Franchisee, and then submit such quarterly reviews to the Franchisor. Franchisee also shall immediately notify Franchisor in writing when one or more liens or judgments are filed against the Franchisee, the Franchised Business and/or any of the personal guarantors (if any) under this Agreement.

- H. **Submission of Financial Statements and Tax Returns.** Franchisee shall submit, within sixty (60) days following the close of business of Franchisee's fiscal year, copies of a balance sheet, profit and loss statement and cash flow report prepared and certified by a certified public accountant which cover the previous twelve (12) months of operations of the Franchised Business. The statements shall include a statement of income and a balance

sheet certified by Franchisee as true and correct and shall be furnished within forty-five (45) days after the end of each fiscal year of the Restaurant. The fiscal year of the Restaurant must coincide with the calendar year. Franchisee also shall submit, within five (5) days of their filing, its federal and state tax returns for each year during the term of this Agreement; provided, however, that if Franchisee is not a corporation or partnership, Franchisee may, at its option, submit only those schedules to its personal tax filings which reflect the revenues and expenses of the Restaurant.

- I. **Right to Require Audit if Franchisee Underreports.** In the event a prior audit or inspection conducted by Franchisor (or its designee) has revealed that Franchisee has been underreporting the Gross Sales of the Franchised Business by two percent (2%) or more for any reporting period as described in Section 10(B), then Franchisor may require Franchisee to provide, at the Franchisee's expense, audited financial statements that comply with GAAP and GAAS for Franchisee's fiscal year within 120 days of Franchisee's fiscal year end.
- J. **Change to Ownership of Franchisee.** In addition to the foregoing statements, Franchisee must provide Franchisor with written reports regarding any authorized change to: (i) the listing of all owners and other holders of any type of interest (legal or beneficial) in Franchisee or the Franchised Business; and (ii) Franchisee's partners, officers, directors, as well as any Designated Manager that manage the day-to-day operations of the Franchised Business. Franchisee will notify Franchisor in writing within ten (10) days after any such change, unless Franchisee is required to first notify Franchisor and obtain its approval prior to making any such change.
- K. **Payroll.** Franchisee acknowledges the Franchisor's stated best practice is to utilize a payroll service which will include as part of its service the impounding and payment of all employee withholding taxes payable to the Internal Revenue Service and state and local taxing authorities. Franchisee will be responsible for all charges related to the payroll service. In addition, upon Franchisor's request Franchisee must submit copies of all quarterly form 941s and all proofs of payment related thereto to Franchisor within ten (10) days of the date such forms and payments are submitted to pertinent governmental agencies.
- L. **Minimum Operating Account Balance.** Once the Franchised Business has been open and operating for a period of six (6) months, Franchisee must maintain an average daily balance of \$25,000 in the bank account that Franchisee designates for use in connection with the Franchised Business. Franchisor may request that Franchisee provide all information necessary to evidence that Franchisee is complying with this obligation, including without limitation, bank statements that have (a) been verified by the bank, and (a) signed and certified as accurate by Franchisee.

11. **INSURANCE AND INDEMNIFICATION**

- A. **Required Insurance.** Franchisee shall, at its own expense and no later than the earlier of (a) the date on which Franchisee uses any of the Proprietary Marks, or (b) the date Franchisee begins building out the Premises, procure and maintain in full force and effect throughout the term of this Agreement the types of insurance required by applicable law, or by lender or lessor, as well as those types of insurance enumerated in the Manuals or otherwise by Franchisor in writing (whether the Franchised Business is open or not). This insurance shall be in such amounts Franchisor or the lessor of the Premises designates from time to time.

Franchisee must buy insurance only from carriers rated A or better by A.M. Best and Company, Inc. (or similar criteria as Franchisor periodically specifies), unless Franchisor designates specific carriers from which Franchisee must purchase coverage (in which case Franchisee may only purchase from the designated carrier(s)). Franchisor may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, changing economic conditions, or other relevant changes in circumstances. All insurance policies Franchisee purchases must name Franchisor and any affiliate Franchisor designate as additional insureds, and provide for thirty (30) days' prior written notice to Franchisor of a policy's material modification or cancellation. The cost of Franchisee's premiums will depend on the insurance carrier's charges, terms of payment, and Franchisee's insurance and payment histories. Franchisee shall make timely delivery of certificates of all required insurance to Franchisor, each of which shall contain a statement by the insurer that the policy will not be cancelled or materially altered without at least thirty (30) days' prior written notice to Franchisor. The procurement and maintenance of such insurance shall not relieve Franchisee of any liability to Franchisor under any indemnity requirement of this Agreement.

- B. **Failure to Procure and Maintain Insurance.** If Franchisee fails for any reason to procure and maintain the required insurance coverage, Franchisor has the right and authority (without having any obligation to do so) to immediately procure such insurance coverage, in which case Franchisee must: (i) reimburse Franchisor for the costs incurred to obtain the required insurance (including any premium amounts paid); and (ii) pay Franchisor its then-current administrative fee, as may be reasonably charged by Franchisor as consideration for securing the required insurance on Franchisee's behalf.
- C. **Indemnification.** Franchisee, as a material part of the consideration to be rendered to Franchisor, agrees to indemnify, defend and hold Franchisor, as well as Franchisor's directors, officers, principals/owners, managers, shareholders, affiliates, subsidiaries, employees, servants, agents, successors and assignees (collectively, the "Indemnitees"), harmless from and against any and all losses, damage, claims, demands, liabilities and causes of actions of every kind or character and nature, as well as costs and expenses incident thereto (including reasonable attorneys' fees and court costs), that are brought against any of the Indemnitees (collectively, the "Claims") that arise out of or are otherwise related to Franchisee's ownership, construction, management, or operation of the Franchised Business in any manner. Notwithstanding the foregoing, at Franchisor's option, Franchisor may choose to engage counsel and defend against any such Claim and may require immediate reimbursement from the Franchisee of all expenses and fees incurred in connection with such defense.

12. **INDEPENDENT CONTRACTOR**

- A. **No Fiduciary Relationship.** In all dealings with third parties, including without limitation, employees, suppliers, and customers, Franchisee shall disclose in an appropriate manner acceptable to Franchisor that it is an independent entity licensed by Franchisor. Nothing in this Agreement is intended by the parties hereto either to create a fiduciary relationship between them or to constitute the Franchisee an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of Franchisor for any purpose whatsoever.
- B. **Independent Contractor Relationship.** It is understood and agreed that Franchisee is an independent contractor and is in no way authorized to make any contract, agreement, warranty, or representation or to create any obligation on behalf of Franchisor. Upon

Franchisor's request, Franchisee must display a sign in its Franchised Business displaying the following phrase (or something similar): "This Restaurant is independently owned and operated pursuant to a license agreement." Neither this Agreement nor Franchisor's course of conduct is intended, nor may anything in this Agreement (nor Franchisor's course of conduct) be construed to state or imply that Franchisor is the employer of Franchisee's employees and/or independent contractor.

13. **TRANSFER AND ASSIGNMENT**

A. **Franchisee Right to Transfer.** Franchisee's rights under this Agreement are personal, and Franchisee shall not sell, transfer, assign or encumber Franchisee's interest in this Agreement or the Franchised Business (or undertake any of the actions identified in Section 13(C) of this Agreement) without Franchisor's prior written consent. Any sale, transfer, assignment or encumbrance made without Franchisor's prior written consent shall be voidable at Franchisor's option and shall subject this Agreement to termination as specified herein.

B. **Death or Disability.**

1. In the event of Franchisee's death, disability or incapacitation (or the death, disability or incapacitation of Franchisee's principals/owners/guarantors), Franchisee's legal representative, or Franchisee's partner's or guarantor's respective legal representative, as applicable, will have the right to continue the operation of the Franchised Business as "Franchisee" under this Agreement if: (i) within ninety (90) days from the date of death, disability or incapacity (the "90 Day Period"), such person has obtained Franchisor's prior written approval and has executed Franchisor's then-current Franchise Agreement for the unexpired term of the franchise, or has furnished a personal guaranty of any partnership, corporate or limited liability company Franchisee's obligations to Franchisor and Franchisor's affiliates; and (ii) such person successfully completes Franchisor's training program (which Franchisor will provide at Franchisor's then-current tuition rate). Such assignment by operation of law will not be deemed in violation of this Agreement, provided such heirs or legatees accept the conditions imposed by the Franchise Agreement and are acceptable to Franchisor.

2. Franchisor is under no obligation to operate the Franchised Business, or incur any obligation on behalf of any incapacitated franchisee, during or after the 90 Day Period. If necessary, Franchisee (or Franchisee's legal representative, as applicable) shall appoint a previously approved acting interim manager to operate the Franchised Business during the 90 Day Period. In the event of Franchisee's death, disability, absence or otherwise, Franchisor may (but is not required to) operate the Franchised Business on Franchisee's behalf and at Franchisee's expense for such period of time (and under such terms and conditions) as Franchisor determines, including paying out the assets and/or revenues of the Franchised Business to cover any or all past, current and/or future obligations of the Franchised Business (including any amounts owed to Franchisor and/or any affiliate) in such priorities as Franchisor determines in Franchisor's sole discretion. Franchisor may pay itself a reasonable amount to reimburse Franchisor for Franchisor's management services and other costs. Franchisor may obtain approval of a court or arbitrator for any such arrangements, the attorney's fees and other costs incurred in connection with obtaining such approval to be charged against the assets and/or revenues of the Franchised Business. Franchisee (and/or Franchisee's estate) will indemnify

Franchisor against any costs and/or liabilities incurred by it in connection with, or related in any way to, the operation (or otherwise) of the Franchised Business.

3. Franchisor will not collect any transfer fee if there is a transfer under this Section 13(B) to an immediate family member of the Franchisee that Franchisor approves pursuant to Section 13(E).
- C. **Ownership.** In addition to those acts described in Section 13(A), a transfer or assignment requiring Franchisor's prior written consent shall be deemed to occur: (i) if Franchisee is a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of Franchisee's voting stock or any increase in the number of outstanding shares of Franchisee's voting stock which results in a change of ownership, (ii) if Franchisee is a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; or (iii) if Franchisee is a limited liability company, upon the assignment, sale, pledge or transfer or any interest in the limited liability company. Any new partner, shareholder, or member or manager owning having an ownership interest in the surviving entity after the proposed transfer will be required to personally guarantee Franchisee's obligations under this Agreement. A transfer pursuant to (i) and (iii) above shall not be subject to Franchisor's right of first refusal as set forth in Section 13(D).
- D. **Right of First Refusal.** If Franchisee proposes to transfer either this Agreement or all, or substantially all, of the assets used in connection with the Franchised Business or any interest in Franchisee's Lease to any third party (other than a corporation or limited liability company as set forth in Section 13(C) hereof or in the event of Franchisee's death/disability as set forth in Section 13(B)), Franchisee shall first offer to sell such interest to Franchisor on the same terms and conditions as offered by such third party. Franchisee shall obtain from the third party and provide Franchisor a statement in writing, signed by the third party and Franchisee, of the terms of the offer ("Letter of Intent"). If Franchisor elects not to accept the offer within a thirty (30) day period, Franchisee shall have a period not to exceed sixty (60) days to complete the transfer described in the Letter of Intent subject to the conditions for approval set forth in Section 13(E) of this Agreement. Franchisee shall effect no other sale or transfer as contemplated under the Letter of Intent without first complying with this Section. Any material change in the terms of the offer will be deemed a new proposal subject to Franchisor's right of first refusal. If the transaction does not occur, Franchisor will have an additional thirty (30) day period to exercise the right of first refusal. So long as Franchisee has obtained Franchisor's prior written consent, which shall not be unreasonably withheld, a transfer to an existing partner or shareholder, or a transfer as a result of the death, disability or incapacitation of a shareholder or partner, in accordance with the provisions set forth below, is not subject to Franchisor's first right of refusal.
- E. **Conditions for Approval.** Franchisor may condition Franchisor's approval of any proposed sale or transfer of the Franchised Business or of Franchisee's interest in this Agreement or any other acts of transfer described in Section 13(C) upon satisfaction of the following occurrences:
1. All of Franchisee's accrued monetary obligations to Franchisor, Franchisor's affiliates, and Franchisor's designated/approved suppliers and vendors, are satisfied;
 2. Franchisee must cure all existing defaults under this Agreement, or any other agreement between Franchisee and Franchisor, Franchisor's affiliates, Franchisor's designated/approved suppliers and vendors, within the period permitted for cure

- and have substantially complied with such agreements during their respective terms;
3. Franchisee and Franchisee's principals (if Franchisee is a partnership, corporation or limited liability company), and the transferee (if it has had any previous relationship with Franchisor or Franchisor's affiliates), must execute a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's affiliates and officers, directors, shareholders and employees, in their corporate and individual capacities;
 4. Franchisee or transferee shall provide Franchisor a copy of the executed purchase agreement relating to the proposed transfer with all supporting documents and schedules, including transferee's assumption of and agreement to faithfully perform all of Franchisee's obligations under this Agreement;
 5. The transferee shall demonstrate to Franchisor's satisfaction that he or she meets Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations under this Agreement; however, transferee shall not be in the same business as Franchisor either as licensor, franchisor, independent operator or licensee of any other business or chain which is similar in nature or in competition with Franchisor, except that the transferee may be an existing franchisee of ours;
 6. The transferee shall execute Franchisor's then-current Franchise Agreement (which may contain materially different terms than this Agreement) for the remaining balance of Franchisee's term under this Agreement, assuming all of Franchisee's obligations under this Agreement, with transferee's term commencing on the date the transferee executes the then-current Franchise Agreement;
 7. Franchisee or transferee shall pay Franchisor a transfer fee equal to fifty percent (50%) of the then current Initial Franchise Fee (the "Transfer Fee"), as well as any third-party broker costs associated with the contemplated transaction;
 8. The transferee shall satisfactorily complete Franchisor's Initial Training Program at the transferee's expense within the time frame Franchisor sets forth, and pay Franchisor then-current Training Fee for transferee and one other person to attend training (the transferee will also be responsible for all costs and expenses associated with attending the Initial Training Program);
 9. Franchisee (and Franchisee's principals/guarantors if Franchisee is a partnership, corporation or limited liability company) must comply with the post-termination provisions of this Agreement;
 10. The transferee must demonstrate that is has obtained or maintained, within the time limits set by Franchisor, all permits and licenses required for the continued operation of the Franchised Business;
 11. To the extent required by the terms of any leases or other agreements, the lessors or other parties must have consented to the proposed transfer;
 12. The transfer must be made in compliance with any laws that apply to the transfer,

including state and federal laws governing the offer and sale of franchises;

13. The purchase price and terms of the proposed transfer must not be so burdensome to the prospective transferee as to impair or materially threaten its future operation of the Franchised Business and performance under its Franchise Agreement;
14. Franchisee must request that Franchisor provide the prospective transferee with Franchisor's current form of disclosure document and Franchisor shall not be liable for any representations not included in the disclosure document; and
15. Franchisor shall have the right to disclose to any prospective transferee such revenue reports and other financial information concerning Franchisee and Franchised Business as Franchisee has supplied Franchisor hereunder.

Franchisor will not unreasonably withhold its consent to a proposed transfer or assignment requested by Franchisee, provided the foregoing conditions are met. Franchisor's approval of a transfer shall not operate as a release of any liability of the transferring party nor shall such approval constitute a waiver of any claims Franchisor may have against the transferring party. Furthermore, Franchisor agrees that Franchisee will not be required to pay any Transfer Fee in the event: (i) Franchisee wishes to transfer its rights under the Agreement to a newly-established legal business entity that is wholly owned by Franchisee and established solely for purposes of operating the Franchised Business under the Agreement; or (ii) Franchisee is required to encumber certain assets of the Franchised Business (or subordinate Franchisor's security interest thereto) in order to receive SBA or other traditional bank financing, provided Franchisor otherwise approves of the transfer.

- F. **Transfer from an Individual Franchisee to Business Entity.** If Franchisee is an individual and desires to assign its rights under this Agreement to a corporation or limited liability company, and if all of the following conditions are met, Franchisor will consent to the transfer without assessing the Transfer Fee or training tuition fees set forth in Section 13(E)(7)-(8), and such assignment will not be subject to Franchisor's right of first refusal in Section 13(D): (i) the corporation or limited liability company is newly organized and its activities are confined to operating the Franchised Business; (ii) Franchisee is, and at all times remains, the owner of 51% or more of the outstanding shares of the corporation or a controlling interest in the limited liability company; (iii) the corporation or limited liability company agrees in writing to assume all of Franchisee's obligations hereunder; and (iv) all stockholders of the corporation, or members and managers of the limited liability company, as applicable, personally guarantee prompt payment and performance by the corporation or limited liability company of all its obligations to Franchisor and Franchisor's affiliates, under this Agreement and any other agreement between Franchisee and Franchisor and/or Franchisor's affiliates, and execute the Personal Guaranty attached to this Agreement as Exhibit B.
- G. **Franchisor's Right to Transfer.** Franchisor has the right to sell, transfer, assign and/or encumber all or any part of Franchisor's assets and Franchisor's interest in, and rights and obligations under, this Agreement in Franchisor's sole discretion.

14. **COVENANTS**

Franchisee acknowledges that, as a participant in Franchisor's System, Franchisee will receive proprietary and Confidential Information and materials, trade secrets, and the unique methods, procedures and techniques that Franchisor has developed. As such, Franchisee agrees to the covenants in this Section to protect Franchisor, the System, Proprietary Marks and Franchisor's other franchisees.

A. **During the Term of this Agreement.** During the term of this Agreement, neither Franchisee, its principals, owners, guarantors or Designated Manager(s), nor any immediate family of Franchisee, its principals, owners, guarantors or Designated Manager(s), may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

1. Own, maintain, engage in, be employed or serve as an officer, director, or principal of, lease space to, lend money or extend credit to, or have any other interest in or involvement with: (i) any food service business which is the same as or substantially similar to the Franchised Business or offers to sell or which sells any products or services which are the same or substantially similar to any of the products or services offered by the Franchised Business including but not limited to salads, grain bowls, soups, sandwiches and other pre-packaged items, or otherwise generates twenty percent (20%) or more of its revenue from the sale of salads, grain bowls, soups, and/or sandwiches (each, a “Competing Business”); or (i) any business that offers or grants licenses or franchises, or establishes joint ventures, for the ownership or operation of a Competing Business. For purposes of this Agreement, a Competing Business does not include the following: any business operated by Franchisee under a Franchise Agreement with Franchisor; or any business operated by a publicly-traded entity in which Franchisee owns less than two percent (2%) legal or beneficial interest;
2. Divert, or attempt to divert, any prospective customer to a Competing Business in any manner.

B. **After the Term of this Agreement.**

1. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, be involved with any business that competes in whole or in part with Franchisor by offering or granting licenses or franchises, or establishing joint ventures, for the ownership or operation of a Competing Business. The geographic scope of the covenant contained in this Section is any location where Franchisor can demonstrate it has offered or sold franchises as of the date this Agreement is terminated or expires.
2. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement or assignment of this Agreement by Franchisee, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any immediate family member of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:
 - a. Own, operate or otherwise be involved with any business that is involved in the licensing or franchising of Competing Businesses at any location within the United States where Franchisor can demonstrate it has offered this franchise offering.
 - b. Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to, or otherwise have any interest in or involvement with any other Competing Business: (i) within the Designated Territory; or (ii) within a twenty (20) mile radius of (a) the perimeter of the

Designated Territory, (b) any other Restaurant (whether franchised or company-owned) that is open or under development as of the date this Agreement is terminated or expires (or as of the date Franchisee assigns this Agreement), or (c) any other development area territory granted by Franchisor to open Restaurants under the Proprietary Marks as of the date this Agreement expires or is terminated; or

- c. Solicit business from customers of Franchisee's former Franchised Business or contact any of Franchisor's suppliers or vendors for any competitive business purpose.

- C. **Intent and Enforcement.** It is the parties' intent that the provisions of this Section 14 be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Section 14 by Franchisee, any of Franchisee's principals, or any member of the immediate family of Franchisee or Franchisee's principals, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. Franchisee acknowledges that the covenants contained herein are necessary to protect the goodwill of the Franchised Business, other System franchisees, and the System. Franchisee further acknowledges that covenants contained in this Section 14 are necessary to protect Franchisor's procedures and know-how transmitted during the term of this Agreement. Franchisee agrees that in the event of the actual or threatened breach of this Section 14, Franchisor's harm will be irreparable and that Franchisor has no adequate remedy at law to prevent such harm. Franchisee acknowledges and agrees on Franchisee's own behalf and on behalf of the persons who are liable under this Section 14 that each has previously worked or been gainfully employed in other careers and that the provisions of this Section 14 in no way prevent any such person from earning a living. Franchisee further acknowledges and agrees that the time limitation of this Section 14 shall be tolled during any default under this Section 14.
- D. **Confidentiality and Non-Competition Agreement.** Franchisee must ensure that all management personnel of the Franchised Business, as well as any officers and directors of Franchisee, execute Franchisor's then-current form of Confidentiality and Non-Competition Agreement (which will be in substantially the same form as the document attached to this Agreement as Exhibit E). Franchisee must furnish Franchisor a copy of each executed agreement.
- E. **No Defense.** Franchisee hereby agrees that the existence of any claim Franchisee may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to Franchisor's enforcement of the covenants contained in this Section 14. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) that Franchisor incurs in connection with the enforcement of this Section 14.

15. **DEFAULT AND TERMINATION**

Franchisor may terminate this Agreement as described in this Section, and Franchisee agrees and acknowledges that the defaults, or failure to cure such defaults within the appropriate time period prescribed below (if any), shall constitute "good cause" and "reasonable cause" for termination under any state franchise laws or regulations that might apply to the operation of the Franchised Business.

- A. **Automatic Termination.** This Agreement will automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following:
1. The Franchisee becomes insolvent or makes a general assignment for the benefit of creditors, unless otherwise prohibited by law;
 2. A petition in bankruptcy is filed by Franchisee or such a petition is filed against and consented to by Franchisee and not dismissed within thirty (30) days;
 3. A bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian in connection with the Franchisee or Franchised Business (or assets of the Franchised Business) is filed and consented to by Franchisee;
 4. A receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed;
 5. A final judgment in excess of Ten Thousand Dollars (\$10,000.00) against Franchisee remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment in the relevant jurisdiction), except that Franchisor may provide Franchisee with additional time to satisfy the judgment if Franchisee demonstrates that it is using commercially reasonable efforts to resolve the issues related to the judgment; or
 6. Franchisee attempts to sell, transfer, encumber or otherwise dispose of any interest in Franchisee, this Agreement or the Franchised Business in violation of Section 13 hereof.
- B. **Termination upon Notice.** Franchisor has the right to terminate this Agreement upon notice to Franchisee without providing Franchisee any opportunity to cure with respect to any of the following breaches or defaults:
1. If Franchisee or Franchisee's owners/principals commit any fraud or misrepresentation in the establishment or operation of the Franchised Business, including without limitation, any misrepresentation made in Franchisee's franchise application;
 2. If Franchisee and any other required attendees fail to attend and complete the Initial Training Program within the time period prescribed in this Agreement;
 3. If Franchisee receives from Franchisor three (3) or more notices to cure any defaults or violations under Section 15(C) of this Agreement during any twenty four (24) month period, or two (2) or more such notices during any twelve (12) month period, whether or not these breaches were timely cured;
 4. If Franchisee or Franchisee's owners/principals violate any of the in-term covenant not to compete or any of the other restrictive covenants set forth in Section 14 of this Agreement;
 5. If Franchisee misuses the Proprietary Marks or Confidential Information in any manner, or otherwise violates any provision of this Agreement related to the use of the Proprietary Marks, Confidential Information and any other confidential materials provided by Franchisor (including those provisions related to non-disclosure of the Manuals and other confidential materials that Franchisor loans to

- Franchisee);
6. If Franchisee misuses any proprietary software that Franchisor designates for use in connection with the Franchised Business;
 7. If Franchisee or any of Franchisee's principals default on any other agreement with Franchisor or any affiliate or Approved Supplier of Franchisor, and such default is not cured within the prescribed time period set forth in that other agreement;
 8. If Franchisee defaults under the Lease for the Premises and does not cure within the prescribed period of time thereunder, or if Franchisee otherwise loses its right to possess and control the Premises to operate the Franchised Business at any time during the term of this Agreement (except in cases of *force majeure* and cases where Franchisor has previously approved Franchisee's relocation request and Franchisee timely relocates);
 9. If Franchisee fails to (a) secure a Premises, or (b) open and commence operations of the Franchised Business within the time period prescribed in Section 6 of this Agreement;
 10. If Franchisee fails to cure a monetary default under the Agreement within ten (10) days of being notified by Franchisor.
 11. If Franchisee fails to cure any of the following violations under this Agreement within ten (10) days of being notified by Franchisor: (i) failure to offer only those Approved Products and Services that Franchisor authorizes at the Franchised Business; (ii) any purchase of any non-approved item or service for use in connection with the Franchised Business; or (iii) failure to purchase any Required Item that Franchisor designates as necessary for the establishment or operation of the Franchised Business from the appropriate Approved Supplier(s) that Franchisor designates;
 12. If Franchisee voluntarily or otherwise abandons the Franchised Business. For purposes of this Agreement, the term "abandon" means: (i) failure to actively operate the Franchised Business for more than three (3) business days without Franchisor's prior written consent; or (ii) any other conduct on the part of Franchisee or its principals that Franchisor determines indicates a desire or intent to discontinue operating the Franchised Business in accordance with this Agreement or the Manuals;
 13. If Franchisee fails to provide Franchisor with access to Franchisee's POS system, Computer System or registers located at the Franchised Business as required under this Agreement, and fails to remedy this default within three (3) business days of being notified by Franchisor;
 14. If Franchisee fails to pay Franchisor, its affiliates or any of its Approved Suppliers any amount that is due and owing Franchisor within ten (10) days of the date that Franchisor (or other party owed the money) notifies Franchisee of the outstanding amount that is due and owed;
 15. If Franchisee fails, for a period of fifteen (15) days after notification of non-compliance by appropriate authority, to comply with any law or regulation

applicable to the operation of the Franchised Business;

16. If Franchisee fails, for a period of ten (10) days after notification of non-compliance, to obtain any other licenses, certificates, permits or approvals necessary to operate the Franchised Business at the Premises;
17. If Franchisee, any person controlling, controlled by, or under common control with the Franchisee, any principal officer or employee of Franchisee, or any person owning an interest in Franchisee is convicted of a felony or any other crime or offense (even if not a crime) that is reasonably likely in the sole opinion of Franchisor to adversely affect the System, any System unit, the Proprietary Marks, or the goodwill associated therewith;
18. If Franchisee takes for Franchisee's own personal use any assets or property of the Franchised Business, including inventory, employee taxes, FICA, insurance or benefits;
19. If there are insufficient funds in Franchisee's EFT Account to cover a check or EFT payment due to Franchisor or its affiliates under this Agreement three (3) or more times within any twelve (12) month period; or
20. If Franchisee commits repeated violations of any health, zoning, sanitation, or other regulatory law, standard, or practice; operates the business in a manner that presents a health or safety hazard to its employees or customers; or if Franchisee loses its approval from any city, state, or other regulatory agency to operate a business that provides restaurant services or offers food.
21. If Franchisee fails, for a period of ten (10) days after notification of non-compliance to comply with any of Franchisor's standards or requirements with respect to online ordering services, delivery services and/or mobile applications.

C. **Termination upon Notice and 30 Day Cure Period.** Except for those defaults set forth in Sections 15(A)-(B) of this Agreement, Franchisor may terminate this Agreement upon notice to Franchisee in the event Franchisee: (i) breaches or violates any other covenant, obligation, term, condition, warranty, or certification under this Agreement, including Franchisee's failure to comply with any of Franchisor's other System standards and specifications in the operation of the Franchised Business as set forth in the Manuals; and (ii) fails to cure such breach or violation within thirty (30) days of the date Franchisee is provided with notice thereof by Franchisor.

D. **Step-In Rights.** In addition to Franchisor's right to terminate this Agreement, and not in lieu of such right or any other rights hereunder, if this Agreement is subject to termination due to Franchisee's failure to cure any default within the applicable time period (if any), then Franchisor has the right, but not the obligations, to enter the Premises and exercise complete authority with respect to the operation of the Franchised Business until such time that Franchisor determines, in its reasonable discretion, that the default(s) at issue have been cured and that Franchisee is otherwise in compliance with the terms of this Agreement. In the event Franchisor exercises these "step-in rights," Franchisee must (a) pay Franchisor a management fee amounting to ten percent (10%) of the Gross Sales of the Franchised Business during the time period that Franchisor's representatives are operating the Franchised Business (the "Management Fee"), and (b) reimburse Franchisor for all reasonable costs and overhead that Franchisor incurs in connection with its operation of the

Franchised Business, including without limitation, costs of personnel supervising and staffing the Franchised Business and any travel, lodging and meal expenses. The Management Fee is due and payable in addition to all other ongoing fees Franchisee is required to pay Franchisor pursuant to this Agreement. If Franchisor undertakes to operate the Franchised Business pursuant to this Section, Franchisee must indemnify, defend and hold Franchisor (and its representatives and employees) harmless from and against any Claims that may arise out of Franchisor's operation of the Franchised Business.

16. **POST-TERM OBLIGATIONS**

Upon the expiration or termination of this Agreement, Franchisee shall immediately:

- A. **Cease Operation of Franchised Business and Affiliation with Franchisor.** Cease to be a franchise owner of Franchised Business under this Agreement and cease to operate the former Franchised Business under the System. Franchisee shall not thereafter 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 itself out as a present or former franchise owner at or with respect to the Premises;
- B. **Return Manuals and Confidential Information.** Return to Franchisor the Manuals and all trade secrets, Confidential Information (including customer lists and information) and other confidential materials, equipment, software and property owned by Franchisor and all copies thereof. Franchisee shall retain no copy or record of any of the foregoing; provided, however, that Franchisee may retain its copy of this Agreement, any correspondence between the parties, and any other document which Franchisee reasonably needs for compliance with any applicable provision of law.
- C. **Assignment of Customer Contracts, Telephone/Facsimile Numbers and Domain Names.** Take such action as may that Franchisor designates to: (i) provide and assign to Franchisor the then-current and up-to-date customer list and any membership contracts to Franchisor; and (ii) transfer, disconnect, forward, or assign all telephone/facsimile numbers and domain names used in connection with the Franchised Business, as well as any white and yellow page telephone references, advertisements, and all trade and similar name registrations and business licenses to Franchisor or its designee and cancel any interest which Franchisee may have in the same (as Franchisor directs in its sole discretion). Franchisee agrees to execute all documents necessary to comply with the obligations of this Section, including the form entitled Conditional Assignment of Telephone/Facsimile Numbers and Domain Names attached to this Agreement as Exhibit F;
- D. **Cease Using Proprietary Marks.** Cease to use in advertising or in any manner whatsoever any methods, procedures, or techniques associated with the System in which Franchisor has a proprietary right, title, or interest; cease to use the Proprietary Marks and any other marks and indicia of operation associated with the System; and remove all trade dress, physical characteristics, color combinations, and other indications of operation under the System from the Premises. Without limiting the generality of the foregoing, Franchisee agrees that, in the event of any termination or expiration and non-renewal of this Agreement, it will remove all signage bearing the Proprietary Marks, deliver the fascia for such signs to Franchisor upon Franchisor's request, and remove any items that are characteristic of the System "trade dress" from the Premises. Franchisee agrees that Franchisor or a designated agent may enter upon the Premises at any time to make such changes at Franchisee's sole risk and expense and without liability for trespass. Upon Franchisor's request, Franchisee must provide all materials bearing the Proprietary Marks to Franchisor upon expiration or

termination of this Agreement for any reason, without cost to Franchisor;

- E. **Compliance with Post-Term Covenants**. Comply with the post-term covenants not to compete and other restrictive covenants set forth in Section 14 of this Agreement;
- F. **Written Evidence of Compliance**. Provide Franchisor with written evidence that they have complied with the post-term obligations, within thirty (30) days' notice of termination or scheduled expiration of the franchise; and
- G. **Payment of Outstanding Amount**. Pay Franchisor all amounts owed to Franchisor under the terms of this Agreement.
- H. **Purchase of Assets**. Franchisor shall have the option, but not the obligation, within thirty (30) days after the date of termination, expiration, and non-renewal of this Agreement to purchase any and all of Franchisee's assets from the Franchised Business at a purchase price equal to net depreciated book value. If Franchisor elects this option, Franchisor will deliver written notice to Franchisee. Franchisor will have the right to inspect equipment at any time during this thirty (30) day period. If Franchisor elects to purchase equipment as part of the asset purchase, Franchisor will be entitled to, and Franchisee must provide, all customary warranties and representations as to compliance with law, the maintenance, function, and condition of the equipment and Franchisee's good title to the equipment (including, but not limited to, that Franchisee owns the equipment free and clear of any liens and encumbrances).

17. **TAXES AND INDEBTEDNESS**

- A. **Taxes**. Franchisee must promptly pay when due any and all federal, state, and local taxes, including without limitation, unemployment, workers' compensation, and sales taxes which are levied or assessed with respect to any services or products furnished, used, or licensed pursuant to this Agreement and all accounts or other indebtedness of every kind incurred by Franchisee in the operation of the Franchised Business.
- B. **Debts and Obligations**. Franchisee hereby expressly covenants and agrees to accept full and sole responsibility for any and all debts and obligations incurred in the operation of the Franchised Business.

18. **WRITTEN APPROVALS; WAIVERS; FORMS OF AGREEMENT; AMENDMENT**

- A. **Franchisor's Approval**. Whenever this Agreement requires or Franchisee desires to obtain Franchisor's approval, Franchisee shall make a timely written request. Unless a different period is specified in this Agreement, Franchisor shall respond with its approval or disapproval within fifteen (15) days of receipt of such request. If Franchisor has not specifically approved a request within such fifteen (15) day period, such failure to respond shall be deemed as a disapproval of any such request.
- B. **No Waiver**. No failure of Franchisor to exercise any power reserved to it by this Agreement and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms herein. No waiver or approval by Franchisor of any particular breach or default by Franchisee; no delay, forbearance, or omission by Franchisor to act or give notice of default or to exercise any power or right arising by reason of such default hereunder; and no acceptance by Franchisor of any payments due hereunder shall be considered a waiver or approval by Franchisor of any preceding or subsequent breach or default by Franchisee of any term, covenant, or condition of this Agreement.

- C. **Terms of Other Franchise Agreements.** No warranty or representation is made by the Franchisor that for System franchisees all Franchise Agreements heretofore or hereafter issued by Franchisor do or will contain terms substantially similar to those contained in this Agreement. Further, Franchisee recognizes and agrees that Franchisor may, in its reasonable business judgment due to local business conditions or otherwise, waive or modify comparable provisions of other Franchise Agreements heretofore or hereafter granted to other System franchise owners in a non-uniform manner.
- D. **Modification of System and Manuals.** Except as provided in Section 22 and Franchisor's right to unilaterally modify the System and Manuals, no amendment, change, or variance from this Agreement shall be binding upon either Franchisor or Franchisee unless set forth in writing and signed by both parties.
- E. **No Disclaimers of Franchise Disclosure Document.** Nothing in this Agreement or in any related agreement is intended to disclaim the representations we made in the franchise disclosure document.

19. **ENFORCEMENT**

- A. **Full Access to Premises for Inspection.** In order to ensure compliance with this Agreement and enable Franchisor to carry out its obligation under this Agreement, Franchisee agrees that Franchisor and its designated agents shall be permitted, with or without notice, full and complete access during business hours to inspect the Premises and all records thereof, including but not limited to, records relating to Franchisee's customers, suppliers, employees, and agents. Franchisee shall cooperate fully with the Franchisor and its designated agents requesting such access.
- B. **Injunctive Relief.** The Franchisor or its designee shall be entitled to obtain without bond, declarations, temporary and permanent injunctions, and orders of specific performance in order to enforce the provisions of this Agreement relating to Franchisee's use of the Proprietary Marks, the obligations of Franchisee upon termination or expiration of this Agreement, and assignment of the franchise and ownership interests in Franchisee or in order to prohibit any act or omission by Franchisee or its employees which constitutes a violation of any applicable law or regulation, which is dishonest or misleading to prospective or current customers of businesses operated under the System, which constitutes a danger to other franchise owners, employees, customers, or the public or which may impair the goodwill associated with the Proprietary Marks.
- C. **No Withholding of Payments.** Franchisee agrees and acknowledges that it may not withhold payments or amounts of any kind due to Franchisor on the premise of alleged nonperformance by Franchisor of any of its obligations hereunder.
- D. **Costs and Attorneys' Fees.** If Franchisee is in breach or default of any monetary or non-monetary obligation under this Agreement or any related agreement between Franchisee and Franchisor and/or Franchisor's affiliates, and Franchisor engages an attorney to enforce Franchisor's rights (whether or not formal judicial proceedings are initiated), Franchisee must reimburse Franchisor for all costs/expenses incurred in connection with enforcing its rights under this Agreement including all reasonable attorneys' fees, court costs and arbitration and litigation expenses. If Franchisee institutes any legal action to interpret or enforce the terms of this Agreement, and Franchisee's claim in such action is denied or the action is dismissed, Franchisor is entitled to recover Franchisor's reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have

such an amount awarded as part of the judgment in the proceeding.

20. NOTICES

Any notice required to be given hereunder shall be in writing and shall be either mailed by certified mail, return receipt requested, or delivered by a recognized courier service, receipt acknowledged. Notices must be provided to each party at the respective addresses set forth below:

To Franchisor: Fresh Franchise LLC
 Attn: George Tenedios
 130 West 37th Street
 New York, New York 10018

To Franchisee: _____

Any notice complying with the provisions hereof will be deemed delivered at the earlier of: (i) three (3) days after mailing; or (ii) the actual date of delivery or receipt (as evidenced by the courier). Each party shall have the right to designate any other address for such notices by providing the other party(ies) with written notice thereof at the addresses above, and in such event, all notices to be mailed after receipt of such notice shall be sent to such other address.

21. GOVERNING LAW AND DISPUTE RESOLUTION

- A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to this state’s conflict of laws principles. The laws of New York regarding franchises (including, without limitation, registration, disclosure, and/or relationship, and the regulations thereunder) will not apply unless New York’s jurisdictional, definitional and other requirements are met independently of and without reference to this Section.

- B. **Internal Dispute Resolution.** Franchisee must first bring any claim or dispute between Franchisee and Franchisor to Franchisor’s management, after providing notice as set forth in Section 21(G) of this Agreement, and make every effort to resolve the dispute internally. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee’s dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

- C. **Mediation.** At Franchisor’s option, all claims or disputes between Franchisee and Franchisor (or its affiliates) arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisee and Franchisor (or its affiliates), or any of the parties’ respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure set forth in Section 21(B) above, will be submitted first to mediation to take place at Franchisor’s principal offices in New York, New York under the auspices of the American Arbitration Association (“AAA”), in accordance with AAA’s Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies, in detail, the precise nature

and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Franchisee as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party will bear its own cost of mediation and Franchisor and Franchisee will share mediator fees equally. This agreement to mediate will survive any termination or expiration of this Agreement.

The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 21(C) if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information; (ii) any of the restrictive covenants contained in this Agreement; and (iii) any of Franchisee's payment obligations under this Agreement.

- D. **Arbitration.** Subject to the prerequisite requirements of Section 21(b) above and Franchisor's option to mediate pursuant to Section 21(c), and except as otherwise set forth herein, all disputes, controversies, and claims, arising from and/or related to this Agreement, the relationship between Franchisor and Franchisee, the System, and/or the validity of this Agreement, shall be submitted to the American Arbitration Association for binding arbitration. Arbitration shall be conducted by one (1) arbitrator in accordance with the American Arbitration Association's then current rules for commercial disputes, except as may be otherwise required herein. All arbitration proceedings shall be conducted in New York County, New York or, if suitable American Arbitration Association facilities are not available in New York County, New York then at a suitable American Arbitration Association location selected by the arbitrator that is located closest to New York County, New York.

In connection with binding arbitration, Franchisor and Franchisee further agree that: (a) all matters relating to arbitration, will be governed by the United States Federal Arbitration Act, except as expressly or otherwise set forth in this Agreement; (b) the arbitration hearing shall be conducted within one hundred and eighty (180) days of the demand for arbitration; (c) the arbitrator shall render written findings of fact and conclusions of law; (d) under no circumstance shall the Arbitrator be authorized to award or declare the Marks to be generic or invalid; (e) Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction; (f) to the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration hereunder, except to the extent such issue may have been determined in another proceeding between Franchisor and Franchisee; (g) this agreement to arbitrate shall survive any termination or expiration of this Agreement; (h) no arbitration, action, or proceeding under this Agreement shall add as a party, by consolidation, joinder, or in any other manner, any person or party other than Franchisor and Franchisee, its owners, principals, guarantors and any person in privity with, or claiming through, in the right of, or on behalf of, Franchisor and Franchisee, unless Franchisor and Franchisee consent in writing. Franchisor has the absolute right to refuse such consent; and (i) all such proceedings for which consent is not granted shall be

conducted on an individual, not a class-wide, basis.

Notwithstanding anything to the contrary contained herein, at Franchisor's election, any claims or disputes related to or concerning a breach of this Agreement by Franchisee for the failure to pay sums due or that may entitle Franchisor to the award of injunctive relief, may be initiated and litigated in the state court of general jurisdiction closest to New York, New York, or, if appropriate, the United States District Court for the Southern District of New York (unless settled by the parties after such action is initiated). Franchisee, its owners/principals and guarantors hereby waive all objections to personal jurisdiction or venue for the purpose of carrying out this provision and agree that nothing herein shall be deemed to prevent Franchisor from removing an action from state court to federal court. Franchisee, its owners/principals and guarantors hereby agree that service of process may be made upon any of them in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by New York or federal law. Franchisee, its owners/principals and guarantors further agree that with respect to any action (i) for monies owed, (ii) for injunctive or other extraordinary relief or (iii) involving possession or disposition of, or other relief relating to, real property, Franchisor may bring such action in any state or federal district court which has jurisdiction.

- E. **Injunctive Relief.** Franchisee acknowledges and agrees that irreparable harm could be caused to Franchisor by Franchisee's violation of certain provisions of this Agreement and, as such, in addition to any other relief available at law or equity, Franchisor shall be entitled to obtain in any court of competent jurisdiction, without bond, restraining orders or temporary or permanent injunctions in order to enforce, among other items, the provisions of this Agreement relating to: (i) Franchisee's use of the Proprietary Marks and Confidential Information (including any proprietary software used in connection with the Franchised Business); (ii) the in-term covenant not to compete, as well as any other violations of the restrictive covenants set forth in this Agreement; (iii) Franchisee's obligations on termination or expiration of this Agreement; (iv) disputes and controversies based on or arising under the Lanham Act, or otherwise involving the Proprietary Marks, as now or hereafter amended; (v) disputes and controversies involving enforcement of the Franchisor's rights with respect to confidentiality under this Agreement; and (vi) to prohibit any act or omission by Franchisee or its employees that constitutes a violation of applicable law, threatens Franchisor's franchise System or threatens other franchisees of Franchisor. Franchisee's only remedy if such an injunction is entered will be the dissolution of the injunction, if appropriate, and Franchisee waives all damage claims if the injunction is wrongfully issued.
- F. **Venue.** Subject to Sections 21(C) and 21(D) of this Agreement, the parties agree that any actions arising out of or related to this Agreement must be initiated and litigated to conclusion exclusively in the state court of general jurisdiction closest to New York, New York, or, if appropriate, the United States District Court for the Southern District of New York (unless settled by the parties after such action is initiated). Franchisee acknowledges that this Agreement has been entered into in the State of New York, and that Franchisee is to receive valuable and continuing services emanating from Franchisor's headquarters in New York, New York, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, Franchisee hereby irrevocably consents to the personal jurisdiction of the state and federal courts of New York as set forth in this Section.

- G. **Third Party Beneficiaries.** Franchisor's officers, directors, shareholders, agents and/or employees are express third party beneficiaries of the provisions of this Agreement, including the dispute resolution provisions set forth in this Section 21, each having authority to specifically enforce the right to mediate/arbitrate claims asserted against such person(s) by Franchisee.
- H. **Notice Requirement.** As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Franchisee must notify Franchisor within ninety (90) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.
- I. **No Withholding of Payments.** Franchisee shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.
- J. **Limitation of Actions.** Franchisee further agrees that no cause of action arising out of or under this Agreement may be maintained by Franchisee against Franchisor unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one year after the Franchisee becomes aware of facts or circumstances reasonably indicating that Franchisee may have a claim against Franchisor hereunder, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off. Franchisee hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any mediation, arbitration, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.
- K. **Waiver of Punitive Damages.** Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that Franchisee's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. Nothing in this Section or any other provision of this Agreement shall be construed to prevent Franchisor from claiming and obtaining expectation or consequential damages, including lost future royalties for the balance of the term of this Agreement if it is terminated due to Franchisee's default, which the parties agree and acknowledge Franchisor may claim under this Agreement.
- L. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR

SERVICES.

- M. **WAIVER OF CLASS ACTIONS.** THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

22. **SEVERABILITY AND CONSTRUCTION**

- A. Should any provision of this Agreement for any reason be held invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes, both parties hereto declaring that they would have executed this Agreement without inclusion of such provision. In the event such total or partial invalidity or unenforceability of any provision of this Agreement exists only with respect to the laws of a particular jurisdiction, this paragraph shall operate upon such provision only to the extent that the laws of such jurisdiction are applicable to such provision. Each party agrees to execute and deliver to the other any further documents which may be reasonably required to make fully the provisions hereof. Franchisee understands and acknowledges that Franchisor shall have the right in its sole discretion on a temporary or permanent basis, to reduce the scope of any covenant or provision of this Agreement binding upon Franchisee without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it will comply forthwith with any covenant as so modified, which shall be fully enforceable.
- B. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute the same instrument.
- C. The table of contents, headings, and captions contained herein are for the purposes of convenience and reference only and are not to be construed as a part of this Agreement. All terms and words used herein shall 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 shall be construed independently of any other Section or provision of this Agreement.

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.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal on the date first written above.

FRANCHISOR:

FRESH FRANCHISE LLC

By: _____

Print Name: _____

Title: _____

Date: _____

FRANCHISEE:

IF AN INDIVIDUAL:

By: _____

Print Name: _____

Date: _____

Spouse Signature: _____

Spouse Name: _____

Date: _____

IF A PARTNERSHIP, CORPORATION, OR OTHER ENTITY:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A TO THE FRANCHISE AGREEMENT
DATA SHEET AND STATEMENT OF OWNERSHIP

1. SITE SELECTION AREA

Pursuant to Section 2(B) of the Franchise Agreement, Franchisee must locate and secure a Premises for the Franchised Business within the following Site Selection Area:

2. PREMISES

Pursuant to Section 2(C) of the Franchise Agreement, the Franchised Business shall be located at the following approved Premises:

3. DESIGNATED TERRITORY

Pursuant to Section 2(D) of the Franchise Agreement, Franchisee's Designated Territory will be defined as follows (if identified on a map, please attach map and reference attachment below):

4. Franchisee Contact Person. The following individual is a shareholder, member, or partner of Franchisee and is the principal person to be contacted on all matters relating to the Franchised Business:

Name: _____

Daytime Telephone No.: _____

Evening Telephone No.: _____

Cellular Telephone No.: _____

Facsimile No.: _____

E-mail Address: _____

5. Statement of Ownership. If Franchisee is a corporation, limited liability company, partnership or other business entity, the undersigned agree and acknowledge that the following is a complete list of all of the shareholders, members, or partners of Franchisee and the percentage interest of each individual:

<u>Name</u>	<u>Position/Title</u>	<u>Interest (%)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

THE PARTIES SIGNING THIS DATA SHEET BELOW AGREE AND ACKNOWLEDGE THAT THIS DATA SHEET, BY ITSELF, DOES NOT CONSTITUTE A FRANCHISE AGREEMENT OR OTHERWISE CONFER ANY FRANCHISE RIGHTS UPON FRANCHISEE. THIS DATA SHEET PROVIDES CERTAIN DEAL-SPECIFIC INFORMATION IN CONNECTION WITH THE FRANCHISE THAT IS GOVERNED BY THE FRANCHISE AGREEMENT TO WHICH THIS DATA SHEET IS AN EXHIBIT.

THE PARTIES AGREE AND ACKNOWLEDGE THAT THE FOREGOING FRANCHISE AGREEMENT MUST BE EXECUTED PRIOR TO OR CONTEMPORANEOUS WITH THIS DATA SHEET FOR ANY RIGHTS TO BE CONFERRED.

IN WITNESS WHEREOF, the undersigned has duly executed this Exhibit to the Franchise Agreement on this ___ day of _____, 20__-

FRANCHISEE

By: _____

Name: _____

Title: _____

FRANCHISOR

FRESH FRANCHISE LLC

By: _____

[Name], [Title]

EXHIBIT B TO THE FRANCHISE AGREEMENT

PERSONAL GUARANTY

NOTE: IF FRANCHISEE IS A CORPORATION, LIMITED LIABILITY COMPANY OR OTHER BUSINESS ENTITY, THEN EACH INDIVIDUAL/ENTITY WITH AN OWNERSHIP INTEREST IN FRANCHISEE (PRINCIPALS/MEMBERS/SHAREHOLDERS/MANAGERS/PARTNERS/ETC.) AND THEIR RESPECTIVE SPOUSES MUST EXECUTE THIS FORM OF PERSONAL GUARANTY. IF FRANCHISEE IS AN INDIVIDUAL AND FRANCHISEE'S SPOUSE HAS NOT SIGNED THE FRANCHISE AGREEMENT DIRECTLY, THEN FRANCHISEE'S SPOUSE MUST EXECUTE THIS FORM OF PERSONAL GUARANTY.

**ARTICLE I
PERSONAL GUARANTY**

The undersigned persons (individually and collectively "you") hereby represent to Fresh Franchise LLC, a New York limited liability company (the "Franchisor") that you are all the owners/principals/members/shareholders/managers/partners, as applicable, of the business entity named _____ (the "Franchisee"), as well as their respective spouses, as of the date this Personal Guaranty (the "Personal Guaranty" or "Guaranty") is executed.

In consideration of the grant by Franchisor to the Franchisee as herein provided, each you hereby agree, in consideration of benefits received and to be received by each of you, jointly and severally, and for yourselves, your heirs, legal representatives and assigns, to be firmly bound by all of the terms, provisions and conditions of the franchise agreement entered into between Franchisee and Franchisor (the "Franchise Agreement"), as well as any other agreement between Franchisee and Franchisor and/or its affiliates, and do hereby unconditionally guarantee the full and timely performance by Franchisee of each and every obligation of Franchisee under the aforesaid Franchise Agreement or other agreement between Franchisor and Franchisee, including, without limitation: (i) any indebtedness of Franchisee arising under or by virtue of the aforesaid Franchise Agreement; (ii) the prohibition of any change in the percentage of Franchisee owned, directly or indirectly, by any person, without first obtaining the written consent of Franchisor prior to said proposed transfer as set forth in the Franchise Agreement; (iii) those obligations related to confidentiality, non-disclosure and indemnification; and (iv) the in-term and post-term covenants against competition, as well as all other restrictive covenants set forth in the Franchise Agreement.

**ARTICLE II
CONFIDENTIALITY**

During the initial and any renewal terms of the Franchise Agreement and this Guaranty, you will receive information, which Franchisor considers to be trade secrets and/or confidential information, including without limitation: (i) site-selection criteria for a franchise restaurant operated utilizing Franchisor's proprietary marks (the "Proprietary Marks") and System (as defined below) (each, a "Restaurant"); (ii) methods, techniques and trade secrets for use in connection with the proprietary business operating system that Franchisor and its affiliates have developed (the "System") for the establishment and operation of a franchised business (hereafter, a "Franchised Business"); (iii) marketing research and promotional, marketing and advertising programs for the Franchised Business; (iv) knowledge of specification for and suppliers of, and methods of ordering, certain products, fixtures, furnishings, equipment and inventory used at the Franchised Business; (v) knowledge of the operating results and financial performance of other Restaurants; (vi) customer communication and retention programs, along with data used or generated in connection with those programs; (vii) Franchisor's proprietary Manuals

and other instructional manuals, as well as any training materials and information Franchisor has developed for use in connection with the System; (viii) information regarding the development of Franchisor's Proprietary Marks; (ix) information generated by, or used or developed in, the Restaurant's operation, including customer names, addresses, telephone numbers and related information and any other information contained in the Franchised Business's Computer System; (x) the design, build-out and any construction/remodeling plans for the interior and exterior of the Franchised Business; (xi) Franchisor's proprietary Operations Manual and other instructional manuals, as well as any training materials and information Franchisor has developed for use in connection with the System; and (xii) any other proprietary information or confidential information that is provided to Franchisee by Franchisor during the term of the Franchise Agreement (collectively, "Confidential Information"). You shall not, during the term of this Agreement or anytime thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information and trade secrets, including, without limitation: Franchisor's copyrighted materials; price marketing mixes related to the offer and sale of restaurant products and other Approved Services and Products (as defined in the Franchise Agreement); standards and specifications for providing the Approved Services and Products and other merchandise or services offered or authorized for sale by System franchisees; methods, special recipes, ingredients, menu item preparation, and other techniques and know-how concerning the of operation of the Franchised Business, which may be communicated to you or of which you may become apprised by virtue of your role as a guarantor of the Franchisee's obligations under the Franchise Agreement. You also acknowledge and agree that the following also constitutes "Confidential Information" under this Section: (i) former, current and prospective customer information, including customer names and addresses, contracts/agreements (collectively "Customer Lists"), and (ii) sources and pricing matrices of any approved or designated suppliers; and (iii) any and all information, knowledge, know-how, techniques, and other data, which Franchisor designates as confidential.

ARTICLE III **NON-COMPETITION**

You acknowledge that as a participant in the Franchisor's System, you will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which Franchisor has developed. Therefore, to protect Franchisor and all Franchisor's franchisees, you agree as follows:

1. During the Term of the Franchise Agreement and this Guaranty. During the term of the Franchise Agreement and this Personal Guaranty, each of the undersigned may not, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

1.1. Own, maintain, engage in, be employed or serve as an officer, director, or principal of, lease space to, lend money or extend credit to, or have any other interest in or involvement with: (i) any food service business which is the same as or substantially similar to the Franchised Business or offers to sell or which sells any products or services which are the same or substantially similar to any of the products or services offered by the Franchised Business including but not limited to salads, grain bowls, soups, sandwiches and other pre-packaged items, or otherwise generates twenty percent (20%) or more of its revenue from the sale of salads, grain bowls, soups, and/or sandwiches (a "Competing Business") or (ii) any business that offers or grants licenses or franchises, or establishes joint ventures, for the ownership or operation of a Competing Business; provided, however, that this Section does not apply to your operation of a franchise pursuant to a valid franchise agreement with Franchisor, or your ownership of less than two percent (2%) of the interests in a publicly traded company.

1.2. Divert or attempt to divert business or customers of any Franchisee-owned Franchised Businesses to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

2. **After the Term of This Agreement.**

2.1. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, the undersigned may not, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation enter into any business competing in whole or in part with Franchisor in offering or granting franchises or licenses, or establishing joint ventures, for the ownership or operation of a Competing Business. The scope of the non-compete described in this Section shall be the geographical area where Franchisor can demonstrate that it has offered and sold franchises as of the date the Franchise Agreement is terminated or expires (or, if applicable, as of the date Franchisee assigns/transfers the Franchise Agreement).

2.2. For a period of two (2) years after the expiration, transfer or termination of the Franchise Agreement, regardless of the cause, the undersigned may not, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

2.2.1. Own, maintain, engage in, be employed or serve as an officer, director, or principal of, lease space to, lend money or extend credit to, or have any other interest in or involvement with, any Competing Business that is located within a twenty (20) mile radius of: (i) the perimeter of the Designated Territory granted under the Franchise Agreement; (ii) any other Restaurant that exists as of the date the Franchise Agreement is terminated or expires (or, if applicable, as of the date Franchisee assigns/transfers the Franchise Agreement); or (iii) any other development area territory granted by Franchisor to open Restaurants under the Proprietary Marks as of the date this Agreement expires or is terminated; or

2.2.2. Contact any of Franchisor's suppliers or vendors for any competitive business purpose.

3. **Intent and Enforcement.** It is the parties' intent that the provisions of this Article III be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Article III by you, any of your principals, or any members of their immediate family, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. You agree that in the event of the actual or threatened breach of this Article III, Franchisor's harm will be irreparable and that Franchisor has no adequate remedy at law to prevent such harm. You acknowledge and agree that each of you has previously worked or been gainfully employed in other careers and that the provisions of this Article III in no way prevents you from earning a living. You further acknowledge and agree that the time limitation of this Article III shall be tolled during any default under this Guaranty.

ARTICLE IV DISPUTE RESOLUTION

1. **Acknowledgment.** You acknowledge that this Guaranty is not a franchise agreement and does not confer upon you any rights to use the Franchisor's Proprietary Marks or its System.

2. **Governing Law.** This Guaranty shall be deemed to have been made in and governed by the laws of the State of New York.

3. **Internal Dispute Resolution.** You must first bring any claim or dispute arising out of or relating to the Franchise Agreement or this Personal Guaranty to Franchisor's Chief Executive Officer and/or President. You agree to exhaust this internal dispute resolution procedure before bringing any dispute before a third party. This agreement to engage in internal dispute resolution first shall survive the termination or expiration of this Agreement.

4. **Mediation.** At Franchisor's option, all claims or disputes between you and Franchisor or its affiliates arising out of, or in any way relating to, the Franchise Agreement, this Guaranty or any other agreement by and between the parties or their respective affiliates, or any of the parties' respective rights and obligations arising from such agreements, which are not first resolved through the internal dispute resolution procedure set forth above, must be submitted first to mediation, in Franchisor's principal offices in New York, New York, under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, you must submit a notice to Franchisor that specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify you as to whether Franchisor or its affiliates elect to exercise our option to submit such claim or dispute to mediation. You may not commence any arbitration proceeding or other action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor may specifically enforce our mediation rights under this Section. Each party shall bear its own cost of mediation, except that you and Franchisor shall share the mediator's fees and costs equally. This agreement to mediate at Franchisor's option shall survive any termination or expiration of the Franchise Agreement and this Guaranty. The parties agree that mediation shall not be required with respect to any claim or dispute involving: (a) any of your payment obligations that are past due; (b) the actual or threatened disclosure or misuse of Franchisor's Confidential Information; (c) the actual or threatened violation of Franchisor's rights in, or misuse of, the Proprietary Marks, System or other trade secrets; (d) any of the restrictive covenants contained in the Franchise Agreement or this Guaranty; or (e) any claims arising out of or related to fraud or misrepresentation by you, or your insolvency.

5. **Jurisdiction and Venue.** Subject to the other dispute resolution provisions in this Personal Guaranty, the parties agree that the dispute resolution provisions in Section 21 of the Franchise Agreement are hereby incorporated by reference to this Personal Guaranty and references to Franchisee and the Agreement therein shall be deemed to apply to the Guarantors and this Personal Guaranty respectively. The undersigned hereby irrevocably consent to the provisions of Section 21 of the Franchise Agreement.

6. **Third Party Beneficiaries.** Franchisor's officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of this Agreement and the mediation and other dispute resolution provisions contained herein, each having authority to specifically enforce the right to mediate and litigate claims asserted against such person(s) by you.

7. **Right to Injunctive Relief.** Nothing contained in this Guaranty shall prevent Franchisor from applying to or obtaining from any court having jurisdiction a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interest prior to the filing of any mediation or arbitration proceeding, or pending the trial or handing down of a decision or award pursuant to any mediation or arbitration proceeding conducted hereunder. If injunctive

relief is granted, your only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, you expressly waive all claims for damages you incurred as a result of the wrongful issuance.

8. JURY TRIAL AND CLASS ACTION WAIVER. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRDPARTY.

9. Limitation of Action. You further agree that no cause of action arising out of or under this Guaranty may be maintained by you unless brought before the expiration of one year after the act, transaction or occurrence upon which such action is based or the expiration of one year after you become aware of facts or circumstances reasonably indicating that you may have a claim against us, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense or set-off.

10. Punitive Damages. You hereby waive to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) which you may have against us, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that your recovery shall be limited to actual damages. If any other term of this Guaranty is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

11. Costs and Attorneys' Fees. Whether or not formal legal proceedings are initiated, in the event Franchisor incurs any legal fees or other costs associated with enforcing the terms of this Guaranty or the Franchise Agreement against you, then Franchisor will be entitled to recover from you all costs and expenses, including reasonable attorneys' fees, incurred in enforcing the terms of this Guaranty or the Franchise Agreement.

12. Nonwaiver. Franchisor's failure to insist upon strict compliance with any provision of this Guaranty shall not be a waiver of our right to do so, any law, custom, usage or rule to the contrary notwithstanding. Delay or omission by us respecting any breach or default shall not affect Franchisor's rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Guaranty shall be cumulative. Your election to exercise any remedy available by law or contract shall not be deemed a waiver or preclude exercise of any other remedy.

13. No Personal Liability. You agree that fulfillment of any and all of Franchisor's obligations written in the Franchise Agreement or this Guaranty, or based on any oral communications which may be ruled to be binding in a court of law, shall be Franchisor's sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with Franchisor shall be personally liable to you for any reason. This is an important part of this Guaranty. You agree that nothing that you believe you have been told by us or our representatives shall be binding unless it is written in the Franchise Agreement or this Guaranty.

Do not sign this Agreement if there is any question concerning its contents or any representations made.

14. **Severability.** The parties agree that if any provisions of this Guaranty may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision shall have the meaning, which renders it valid and enforceable. The language of all provisions of this Guaranty shall be construed according to fair meaning and not strictly construed against either party. The provisions of this Guaranty are severable, and this Guaranty shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable. If any material provision of this Guaranty shall be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, Franchisor reserves the right to terminate this Guaranty.

15. **Construction of Language.** Any term defined in the Franchise Agreement which is not defined in this Guaranty will be ascribed the meaning given to it in the Franchise Agreement. The language of this Guaranty will be construed according to its fair meaning, and not strictly for or against either party. All words in this Guaranty refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

16. **Successors.** References to “Franchisor” or “the undersigned,” or “you” include the respective parties' heirs, successors, assigns or transferees.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Guaranty on the date stated on the first page hereof.

PERSONAL GUARANTORS

[Insert Name of Guarantor]

[Insert Name of Spouse]

[Insert Name of Guarantor]

[Insert Name of Spouse]

[Insert Name of Guarantor]

[Insert Name of Spouse]

[Insert Name of Guarantor]

[Insert Name of Spouse]

EXHIBIT C TO THE FRANCHISE AGREEMENT

SAMPLE LEASE ADDENDUM FORM AND
COLLATERAL ASSIGNMENT OF LEASE
FORM

LEASE ADDENDUM FORM

The undersigned Landlord hereby:

- A. Agrees that the leased Premises will only be used in connection with the operation of Franchisee’s franchised business utilizing Franchisor’s proprietary marks (the “Proprietary Marks”);
- B. Agrees that Franchisor has the right to enter the Premises to (a) make any modifications necessary to protect the Proprietary Marks, or (b) otherwise exercise or enforce Franchisor’s rights under the Franchise Agreement;
- C. Agrees to allow Franchisee, upon written request from Franchisor, to provide Franchisor with a current copy of the lease;
- D. Agrees to notify Franchisor in writing of and upon the failure of Franchisee to cure any default by Franchisee under the Lease, and also provide Franchisor with the right to cure said default under the Lease within thirty (30) days of being notified (but Franchisor is under no obligation to do so);
- E. Agrees that Franchisor will have the option, but not the obligation, to assume or renew the lease and the occupancy of the business Premises, including the right to sublease to another Franchisee, for all or any part of the remaining term of the lease, upon Franchisee’s default or termination hereunder or upon Franchisee’s default or termination or expiration of the Franchise Agreement, and in connection with said assumption Franchisor will not be obligated to pay to the landlord past due rent, common area maintenance, and other charges attributable to more than one (1) month. The landlord shall give Franchisor thirty (30) days, upon termination of Franchisee’s rights under the lease, to exercise this option; and
- F. Agrees that the lease may not be materially amended, assigned, or sublet without Franchisor’s prior written approval.

Dated: _____

LANDLORD
CORPORATE SIGNATURE:

a/an _____ corporation

By: _____

By: _____

Its: _____

Its: _____

SIGNED and SEALED this _____ day of _____, 20____

Notary Public

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned (“Assignor”) hereby assigns and transfers to Fresh Franchise LLC (“Assignee”), all of Assignor's right, title and interest as tenant in, to and under that certain lease, a copy of which is attached hereto as Schedule 1 (the “Lease”) respecting premises commonly known as _____ (the “Premises”).

This Assignment is for collateral purposes only and except as specified herein, Assignee has no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless: (i) Assignee provides express, written notice to both Assignor and the landlord of the Premises under the Lease that Assignee is assuming all of Assignor’s rights, title and interest under the Lease pursuant to this assignment; and (ii) Assignee takes possession of the Premises demised by the Lease pursuant to the terms hereof, and assumes the obligations of Assignor thereunder.

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

Upon a default and failure to cure (within the appropriate time period) by Assignor under the Lease or under the franchise agreement for a Franchised Business between Assignee and Assignor (the “Franchise Agreement”), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, or upon expiration or termination of the Franchise Agreement, Assignee has the right and is hereby empowered to take possession of the premises demised by the Lease, expel Assignor therefrom, and, in such event, Assignor will have no further right, title or interest in the Lease. Assignor hereby authorizes the Lessor to disclose to Assignee, upon its request, sales and other information furnished to the Lessor by Assignor.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Throughout the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it must elect and exercise all options to extend the term of or renew the Lease not less than 120 days prior to the last day that the option must be exercised, unless Assignee otherwise agrees in writing. If Assignee does not otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as aforesaid, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the purpose of effecting such extension or renewal.

ASSIGNOR:

Dated: _____

SIGNED AND SEALED this _____ day of _____, 20____

EXHIBIT D TO THE FRANCHISE AGREEMENT

EFT AUTHORIZATION FORM

Bank Name: _____
ABA# : _____
Acct. No.: _____
Acct. Name: _____

Effective as of the date of the signature below, **[Franchisee Name]** (the “Franchisee”) hereby authorizes Fresh Franchise LLC (the “Company”) or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to cover the following payments that are due and owing Company or its affiliates under the franchise agreement dated _____ (the “Franchise Agreement”) for the franchised business located at: _____ (the “Franchised Business”): (i) all Royalty Fees; (ii) Fund Contributions; (iii) Technology Support and Development Fees; (iv) any amounts due and owing the Company or its affiliates in connection with supplies, inventory, marketing materials and/or other items/services that are provided by Company or its affiliates; and (v) all other fees and amounts due and owing to Company or its affiliates under the Franchise Agreement. Franchisee acknowledges each of the fees described above may be collected by the Company (or its designee) as set forth in the Franchise Agreement.

The parties further agree that all capitalized terms not specifically defined herein will be afforded the definition they are given in the Franchise Agreement.

Such withdrawals shall occur on a weekly basis, or on such other schedule as Company shall specify in writing. This authorization shall remain in full force and effect until terminated in writing by Company. **[Franchisee Name]** shall provide Company, in conjunction with this authorization, a voided check from the above-referenced account.

AGREED:

FRANCHISEE

[INSERT FRANCHISEE NAME]

By: _____

Name (Print): _____

Its: _____

FRANCHISOR APPROVAL

FRESH FRANCHISE LLC

By: _____

[Name], [Title]

Please attach a voided blank check, for purposes of setting up Bank and Transit Numbers.

EXHIBIT E TO THE FRANCHISE AGREEMENT

CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT

(for trained employees, officers, directors, general partners, members, Designated Managers and any other management personnel of Franchisee)

In consideration of my being a [INSERT TITLE/ROLE WITH FRANCHISEE] of _____ (the “Franchisee”), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I (the undersigned) hereby acknowledge and agree that Franchisee has acquired the right from Fresh Franchise LLC (the “Company”) to: (i) establish and operate a FRESH&CO franchised business (the “Franchised Business”); and (ii) use in the operation of the Franchised Business the Company’s trade names, trademarks and service marks (collectively, the “Proprietary Marks”) and the Company’s unique and distinctive format and system relating to the establishment and operation of a FRESH&CO Restaurant businesses (the “System”), as they may be changed, improved and further developed from time to time in the Company’s sole discretion, only at the following authorized and approved location: _____ (the “Premises”).

1. The Company possesses certain proprietary and confidential information relating to the operation of the Franchised Business and System generally, including without limitation: Company’s proprietary and confidential Operations Manual and other manuals providing guidelines, standards and specifications related to the establishment and operation of the Franchised Business (collectively, the “Manual”); Franchisor’s proprietary training materials and programs, as well as proprietary marketing methods and other instructional materials, trade secrets; information related to any other proprietary methodology or aspects of the System or the establishment and continued operation of the Franchised Business; financial information; any and all customer lists, contracts and other customer information obtained through the operation of the Franchised Business and other FRESH&CO Restaurant businesses; any information related to any type of proprietary software that may be developed and/or used in the operation of with the Franchised Business; and any techniques, special recipes, ingredients, menu item preparation, methods, and know-how related to the operation of a FRESH&CO Restaurant business or otherwise used in connection with the System, which includes certain trade secrets, copyrighted materials, methods and other techniques and know-how (collectively, the “Confidential Information”).

2. Any other information, knowledge, know-how, and techniques which the Company specifically designates as confidential will also be deemed to be Confidential Information for purposes of this Agreement.

3. As [INSERT TITLE WITH RESPECT TO FRANCHISEE] of the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, the Manual, and other general assistance during the term of this Agreement.

4. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

5. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as [INSERT TITLE] of the Franchisee, and will continue

not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

6. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, own, maintain, engage in, be employed by, or have any interest in: (i) any food service business which is the same as or substantially similar to the Franchised Business or offers to sell or which sells any products or services which are the same or substantially similar to any of the products or services offered by the Franchised Business including but not limited to salads, grain bowls, soups, sandwiches and other pre-packaged items, or otherwise generates twenty percent (20%) or more of its revenue from the sale of salads, grain bowls, soups, and/or sandwiches (a "Competing Business") or (ii) any business that grants or has granted franchises or licenses, or establishes or has established joint ventures, for any Competing Business. I also agree that I will not undertake any action to divert business from the Franchised Business to any Competing Business, or solicit any of the former customers of Franchisee for any competitive business purpose.

a. *Post-Term Restrictive Covenant for Designated Manager of Franchised Business or Manager/Officers/Directors of Franchisee.* In the event I am a manager of the Franchised Business, or an officer/director/manager/partner of Franchisee that has not already executed a Personal Guaranty agreeing to be bound by the terms of the Franchise Agreement, then I further agree that I will not be involved in a Competing Business of any kind for a period of two (2) years after the expiration or termination of my employment with Franchisee for any reason: (i) at or within a twenty (20) mile radius of the Premises; or (ii) within a twenty (20) mile radius of any other Restaurant that exists at the time my employment with Franchisee ceases. During the two (2) year period described in this Section, I also agree that I will not: (a) be involved in the franchising or licensing of any Competing Business at any location within the United States where the Company can demonstrate it has offered or sold franchises as of the date my employment ceases with Franchisee; (b) undertake any action to divert business from the Franchised Business to any Competing Business; or (c) solicit any of the former customers of Franchisee for any competitive business purpose.

7. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

8. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

9. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement

to the Franchisee and the Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

10. This Agreement shall be construed under the laws of New York. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

IN WITNESS WHEREOF, this Agreement is made and entered into by the undersigned parties as of the Effective Date.

UNDERSIGNED

Signature: _____

Name: _____

Address: _____

Title: _____

ACKNOWLEDGED BY FRANCHISEE

[FRANCHISEE NAME]

By: _____

Title: _____

EXHIBIT F TO THE FRANCHISE AGREEMENT

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND DOMAIN NAMES

1. _____, doing business as FRESH&CO Restaurant (the “Assignor”), in exchange for valuable consideration provided by Fresh Franchise LLC (the “Assignee”), receipt of which is hereby acknowledged hereby conditionally assigns to Assignee all telephone numbers, facsimile numbers, domain names, as well as any listings associated therewith, utilized by Assignor in the operation of its FRESH&CO franchised business located at _____ (collectively, the “Assigned Property”). The Assigned Property includes the following:

Telephone Number(s): _____
Facsimile Number(s): _____
Domain Name(s) (as permitted by Franchisor under the Franchise Agreement): _____
_____.

2. The conditional agreement will become effective automatically upon termination, expiration of Assignor's franchise. Upon the occurrence of that condition, Assignor must do all things required by the telephone company and/or domain name registrar to assure the effectiveness of the assignment of Assigned Property as if the Assignee had been originally issued such Assigned Property and the usage thereof.

3. Assignor agrees to pay the telephone company and/or domain name registrar, on or before the effective date of assignment, all amounts owed for the use of the Assigned Property up to the date this Assignment becomes effective. Assignor further agrees to indemnify Assignee for any sums Assignee must pay the telephone company or domain name registrar to effectuate this agreement and agrees to fully cooperate with the telephone company and/or domain name registrar, as well as the Assignee, in effectuating this assignment.

ASSIGNOR

By: _____
Title: _____

Date: _____

ASSIGNEE

FRESH FRANCHISE LLC

By: _____
[Name], [Title]

Date: _____

EXHIBIT G TO THE FRANCHISE AGREEMENT

FRANCHISEE QUESTIONNAIRE/COMPLIANCE CERTIFICATION

[Not to be used as to any franchise sale in or to residents of CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI]

As you know, Fresh Franchise LLC (“we”, “us”), and you are preparing to enter into a Franchise Agreement for the right to open and operate one (1) or more franchises (each, a “Franchised Business”). The purpose of this Questionnaire is to: (i) determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading; (ii) be certain that you have been properly represented in this transaction; and (iii) be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You must sign and date this certification the same day you sign the Franchise Agreement, and pay us the appropriate franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer on the back of this sheet.

- Yes ___ No ___ 1. Have you received and personally reviewed the Franchise Agreement, as well as each exhibit or schedule attached to these agreements that you intend to enter into with us?
- Yes ___ No ___ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?
- Yes ___ No ___ 3. Did you sign a receipt for the Disclosure Document indicating the date you received it?
- Yes ___ No ___ 4. Do you understand all the information contained in the Disclosure Document and the Franchise Agreement you intend to enter into with us?
- Yes ___ No ___ 5. Have you reviewed the Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor and discussed the benefits and risks of operating the Franchised Business(es) with these professional advisor(s)?
- Yes ___ No ___ 6. Do you understand the success or failure of your Franchised Business(es) will depend in large part upon your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control such as demographics of your Premises, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?
- Yes ___ No ___ 7. Do you understand we have only granted you certain, limited territorial rights under the Franchise Agreement, and that we have reserved certain rights under the Franchise Agreement?
- Yes ___ No ___ 8. Do you understand we and our affiliates retain the exclusive unrestricted right to engage, directly or through others, in the providing of services under the FRESH&CO mark or any other mark at any location outside your Designated Territory under the Franchise Agreement without regard to the proximity of these activities to you’re the premises of your Franchised Business(es)?

- Yes ___ No ___ 9. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be mediated, at our option, at our principal offices in New York?
- Yes ___ No ___ 10. Do you understand the Franchise Agreement provides that you can only collect compensatory damages on any claim under or relating to the Franchise Agreement and are not entitled to any punitive, consequential or other special damages?
- Yes ___ No ___ 11. Do you understand the sole entity or person against whom you may bring a claim under the Franchise Agreement is us?
- Yes ___ No ___ 12. Do you understand that the Franchisee (or one of its principals if Franchisee is an organization), as well as any Designated Managers (as defined in the Franchise Agreement), must successfully complete the appropriate initial training program(s) before we will allow the Franchised Business to open or consent to a transfer of that Franchised Business?
- Yes ___ No ___ 13. Do you understand that we require you to successfully complete certain initial training program(s) and if you do not successfully complete the applicable training program(s) to our satisfaction, we may terminate your Franchise Agreement?
- Yes ___ No ___ 14. Do you understand that we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises?
- Yes ___ No ___ 15. Do you understand that we will send written notices, as required by your Franchise Agreement, to either your Franchised Business or home address until you designate a different address by sending written notice to us?
- Yes ___ No ___ 16. Do you understand that we will not approve your purchase of a franchise, or we may immediately terminate your Franchise Agreement, if we are prohibited from doing business with you under any anti-terrorism law enacted by the United States Government?
- Yes ___ No ___ 17. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Franchised Business that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?
- Yes ___ No ___ 18. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Franchised Business will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?
- Yes ___ No ___ 19. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Disclosure Document?

Yes ___ No ___ 20. Is it true that no broker, employee or other person providing services to you on our behalf has solicited or accepted any loan, gratuity, bribe, gift or any other payment in money, property or services from you in connection with a Franchised Business purchase with the exception of those payments or loans provided in the Disclosure Document?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

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.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

GIVE A COMPLETE EXPLANATION OF ANY NEGATIVE RESPONSES ON BACK OF THIS PAGE (REFER TO QUESTION NUMBER)

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

Dated: _____, 20____

Dated: _____, 20____

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

Dated: _____, 20____

Dated: _____, 20____

EXHIBIT H TO THE FRANCHISE AGREEMENT

SBA ADDENDUM



ADDENDUM TO FRANCHISE¹ AGREEMENT

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

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

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

CHANGE OF OWNERSHIP

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

FORCED SALE OF ASSETS

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

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

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and

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

EMPLOYMENT

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

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

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

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

Authorized Representative of Franchisor:

By: _____

Print Name: _____ Title: _____

Authorized Representative of Franchisee:

By: _____

Print Name: _____ Title: _____

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

EXHIBIT C
TO THE FRESH FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT
AREA DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) entered into this day of, 20_ , between: (i) Fresh Franchise LLC, a New York limited liability company with a principal business address at 130 West 37th Street, New York, New York 10018, (the “Franchisor”); and (ii) _____, a (resident of) (corporation organized in) (limited liability company organized in) _____ with a business address at _____ (hereinafter “Developer”).

Background

A. Franchisor and its affiliate/principals, as a result of the expenditure of time, skill, effort, and money, have developed and own a unique system (the “System”) related to the development and operation of a quick service restaurant (each, a “Restaurant,” or a “Franchised Business”) featuring fresh, healthy menu items prepared from locally sourced ingredients and built around pure foods free of synthetic fertilizers, antibiotics, pesticides and other additives with other food products, side dishes and beverages that we approve from time to time (collectively, the “Approved Products”), utilizing the System and the Proprietary Marks (as hereinafter defined).

B. Franchisor’s System is comprised of various proprietary and, in some cases, distinguishing elements, including without limitation: proprietary methodologies and procedures for the establishment and operating procedures of the Franchised Business; proprietary recipes for certain of the Approved Products; standards and specifications for the purchase, storage, preparation, presentation and, if applicable, delivery of certain Approved Products (and corresponding ingredients); site selection guidelines and criteria, as applicable, for the Franchised Business; standards and specifications for the design, layout and construction of the interior and exterior of the Franchised Businesses, including any applicable bar service area (if and as permitted); standards and specifications associated with the certain proprietary artwork, décor and trade dress of the Franchised Business, as well as the retail space from which branded merchandise can be sold; specific suppliers and providers of proprietary equipment in connection with Franchised Businesses, if and as applicable; standards and specifications for the furniture, fixtures and/or equipment located within the Franchised Business; established relationships with approved or designated suppliers for certain inventory and other supplies/ingredients necessary to prepare the Approved Products; and standards and specifications for advertising, bookkeeping, sales and other aspects of operating a Franchised Business. The parties agree and acknowledge that Franchisor may change, improve, further develop, or otherwise modify the System from time to time as it deems appropriate in its discretion. Franchisee hereby acknowledges and agrees that: (i) while the System and Franchisor’s related materials contain information that, in isolated form, could be construed as being in the public domain, they also contain significant proprietary and confidential information which makes the System unique as a whole; and (ii) the combined methods, information, procedures, and theories that make up the total System or are contained in the relevant manuals that are proprietary and confidential.

C. The System and Restaurants are identified by the mark FRESH&CO, as well as certain other trade names, trademarks, service marks and trade dress that Franchisor designates for use in connection with each Restaurant (collectively, the “Proprietary Marks”), all of which Franchisor may modify, update, supplement or substitute in the future as Franchisor deems appropriate. The parties agree and acknowledge that Franchisor has established substantial goodwill and business value in its Proprietary Marks, expertise, and System.

D. Franchisor grants qualified third parties the right to develop multiple Restaurants within a defined geographical area (the “Development Area”) in accordance with a development schedule to which Developer must strictly adhere (the “Development Schedule”), with each Restaurant within the Development Area being opened

and operating utilizing the Proprietary Marks and System pursuant to the terms and conditions set forth in a separate form of Franchisor's then-current franchise agreement (each, a "Franchise Agreement").

E. Each Franchise Agreement will grant Developer the right to open either (i) a free-standing Restaurant, or a Restaurant within a shopping mall with exterior access ("Traditional Location"), or (ii) any location other than a free-standing Restaurant, contained in whole or in part within another venue including, without limitation, gym or fitness center; governmental facility; university or school; airport or other transportation facility; stadium, arena or other sports and entertainment venue; amusement or theme park; cafeteria or food court in a shopping center, shopping mall, office building, hospital or industrial facility; museum, zoo or other public facility ("Non-Traditional Location").

F. Developer recognizes the benefits from receiving the right to operate a Restaurant and desires to: (i) become a multi-unit Restaurant operator subject to the terms of this Agreement; and (ii) receive the benefits provided by Franchisor under this Agreement.

G. Developer has applied for the right to open and operate multiple Restaurants within the Development Area as set forth in this Agreement, and Franchisor has approved such application in reliance on Developer's representations made therein.

H. Developer hereby acknowledges that adherence to the terms of this Agreement, including Franchisor's operations manual and other System standards and specifications, are essential to the operation of all Restaurants and our System as a whole.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement

1. **Development Area.** Franchisor grants Developer the right, and Developer undertakes the obligation, to develop and establish Restaurants – including no more than Non-Traditional Restaurants -- within the Development Area defined in Exhibit "A" hereto, provided Developer opens and commences operations of such Restaurants in strict accordance with the mandatory Development Schedule also set forth in Exhibit "A" and otherwise subject to the terms and conditions set forth herein. Notwithstanding anything contrary set forth in this Agreement, Developer acknowledges and agrees that Franchisor may, in its sole discretion, determine whether a location constitutes a Non-Traditional or Traditional Restaurant. During the term of this Agreement and except as provided herein, Franchisor will not open or operate, or license any third party the right to open or operate, any Restaurants within the Development Area.

2. **Development Fee.** Developer shall pay Franchisor a Development Fee equal to \$_____ (the "Development Fee") for the right to develop the foregoing Franchised Businesses within the Development Area under this Agreement, which is: (i) deemed fully earned upon payment and is not refundable under any circumstances; and (ii) payable in accordance with the schedule set forth in this Section.

2.1 The parties agree and acknowledge that the Development Fee is comprised of: (i) the consideration for the territorial rights granted within the Development Area (referred to as the "Initial Development Fee" below); and (ii) the initial fees payable for the right to own and operate the initial Franchised Business that Developer is granted the right to open within the Development Area under this Agreement (the "Initial Franchised Business") and each additional Franchised Business that Franchisor has granted Developer the right to open hereunder (each, an "Additional Franchised Business").

2.2 Developer must pay Franchisor the Development Fee in accordance with the following schedule: (i) immediately upon execution of this Agreement, Developer must pay a Development Fee equal to \$45,000 for the initial Franchised Business granted hereunder, plus \$20,000 for the second Franchised Business granted hereunder, plus \$17,500 for the third and each Additional Franchised Business granted hereunder (the “Development Fee”); and (ii) \$20,000 in connection with the second Franchised Business and \$17,500 in connection with the third and each additional Franchised Business upon the earlier of (a) 10 days from the date that a lease is executed in connection with that Additional Franchised Business, or 90 days prior to the scheduled opening of that Additional Franchised Business (each, a “Subsequent Franchise and Training Fee”). While only the Development Fee will be due upon execution of this Agreement, the parties agree and acknowledge that both the Development Fee and the Subsequent Franchise and Training Fees will be deemed fully earned and non-refundable upon execution of this Agreement.

Initials: _____

3. **Initial Franchise Agreement.** Contemporaneous with the execution of this Agreement, Developer must enter into Franchisor’s current form of Franchise Agreement for the first Restaurant that Developer is required to open within the Development Area. In the event Developer is a business entity of any kind, then Developer’s principals/owners must each execute the form of personal guaranty attached to the foregoing Franchise Agreement, as well as any additional Franchise Agreements described in Section 4 of this Agreement.

4. **Additional Franchise Agreements.** Developer agrees and acknowledges that it must: (i) enter into Franchisor’s then-current form of Franchise Agreement for each additional Restaurant that Developer is required to open under this Agreement; and (ii) enter into such Franchise Agreements at such times that are required for Developer to timely meet, and strictly adhere to, its obligations under the agreed upon Development Schedule.

5. **Development Obligations.** Developer must ensure that, at a minimum, Developer: (i) opens and commences operations of the required number of new Restaurant during each development period set forth in the Development Schedule (each, a “Development Period”); and (ii) has the minimum cumulative number of Restaurants open and operating at the expiration of each Development Period. The parties agree and acknowledge that time is of the essence with respect to the foregoing development obligations, and that Developer’s failure to comply with the Development Schedule is grounds for immediate termination of this Agreement (and any future development rights granted hereunder).

6. **Term and Termination.**

6.1 This Agreement will commence as of the date it is fully executed and, unless earlier terminated by Franchisor, will end on the earlier of (a) the last day of the calendar month that the final Restaurant is required to be opened and operating under the Development Schedule or (b) the day the final Restaurant is open. Upon expiration or termination of this Agreement for any reason, Developer will not have any rights within the Development Area other than the territorial rights granted in connection with any Restaurants that Developer has opened and commenced operating as of the date this Agreement is terminated or expires (under the respective Franchise Agreement(s) that Developer entered into for such Franchised Business(es)).

6.2 Franchisor will have the right, at its option, to terminate this Agreement and all rights granted to Developer hereunder, without affording Developer any opportunity to cure such default, effective upon written notice to Developer, upon the occurrence of any of the following events: (i) if Developer ceases to actively engage in development activities in the Development Area or otherwise abandons its development

business for three (3) consecutive months, or any shorter period that indicates an intent by Developer to discontinue development of the Restaurants within the Development Area; (ii) if Developer becomes insolvent or is adjudicated bankrupt, or if any action is taken by Developer, or by others against the Developer, under any insolvency, bankruptcy or reorganization act, or if Developer makes an assignment for the benefit of creditors or a receiver is appointed by the Developer; (iii) if Developer fails to meet its development obligations under the Development Schedule for any single Development Period, including any failure to pay any portion of the Development Fee and fails to cure such default within 30 days of receiving notice thereof; and (iv) if any Franchise Agreement that is entered into in order to fulfill Developer's development obligations under this Agreement is terminated or subject to termination by Franchisor, pursuant to the terms of that Franchise Agreement.

6.3 In the event this Agreement is terminated prior to its natural expiration, then the geographic scope of the non-compete set forth in Section 14(B)(2) of the initial Franchise Agreement shall be revised to also include the (a) Development Area, and (b) a 20-mile radius around that Development Area.

7. **Reservation of Rights.** Except as provided in Section 1 of this Agreement, the parties agree and acknowledge that the rights granted in this Agreement are non-exclusive and that Franchisor and its affiliates reserve all other rights not expressly granted to Developer herein.

8. **Sale or Assignment.** Developer's rights under this Agreement are personal and Developer may not sell, transfer, or assign any right granted herein without Franchisor's prior written consent, which may be withheld in its sole discretion. Notwithstanding, if Developer is an individual or a partnership, Developer has the right to assign its rights under this Agreement to a corporation or limited liability company that is wholly owned by Developer according to the same terms and conditions as provided in Developer's initial Franchise Agreement. Franchisor has the right to assign this Agreement in whole or in part in its sole discretion.

9. **Acknowledgment.** Developer acknowledges that this Agreement is not a Franchise Agreement and does not confer upon Developer any rights to use the Franchisor's Proprietary Marks or System.

10. **Notices.** All notices, requests and reports to be given under this Agreement are to be in writing, and delivered by either hand, overnight mail, or certified mail, return receipt requested, prepaid, to the addresses set forth above (which may be changed by written notice).

11. **Choice of Law.** This Agreement will be governed by the laws of the State of New York (without reference to its conflict of laws principals).

12. **Internal Dispute Resolution.** Developer must first bring any claim or dispute between Developer and Franchisor to Franchisor's President, after providing Franchisor with notice of and a reasonable opportunity to cure an alleged breach hereunder. Developer must exhaust this internal dispute resolution procedure before bringing a dispute before a third party. This agreement to first attempt resolution of disputes internally will survive termination or expiration of this Agreement.

13. **Mediation.** At Franchisor's option, all claims or disputes between Franchisor and Developer or its affiliates arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisor and Developer or its affiliates, or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure set forth in Section 12 above, must be submitted first to mediation at Franchisor's then-current headquarters under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Developer must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Developer as to whether Franchisor or its affiliates elects to exercise its option to

submit such claim or dispute to mediation. Developer may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. This agreement to mediate will survive any termination or expiration of this Agreement. The parties agree there will be no class action mediation

14. **Arbitration.** Subject Sections 12 and 13 above, and except as otherwise set forth herein, all disputes, controversies, and claims, arising from and/or related to this Agreement, the relationship between Franchisor and Developer, the System, and/or the validity of this Agreement, shall be submitted to the American Arbitration Association for binding arbitration. Arbitration shall be conducted by one (1) arbitrator in accordance with the American Arbitration Association's then current rules for commercial disputes, except as may be otherwise required herein. All arbitration proceedings shall be conducted in New York County, New York or, if suitable American Arbitration Association facilities are not available in New York County, New York then at a suitable American Arbitration Association location selected by the arbitrator that is located closest to New York County, New York.

In connection with binding arbitration, Franchisor and Developer agree that: (a) all matters relating to arbitration, will be governed by the United States Federal Arbitration Act, except as expressly or otherwise set forth in this Agreement; (b) the arbitration hearing shall be conducted within one hundred and eighty (180) days of the demand for arbitration; (c) the arbitrator shall render written findings of fact and conclusions of law; (d) under no circumstance shall the Arbitrator be authorized to award or declare the Marks to be generic or invalid; (e) Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction; (f) to the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration hereunder, except to the extent such issue may have been determined in another proceeding between Franchisor and Developer; (g) this agreement to arbitrate shall survive any termination or expiration of this Agreement; (h) no arbitration, action, or proceeding under this Agreement shall add as a party, by consolidation, joinder, or in any other manner, any person or party other than Franchisor and Developer, its owners, principals, guarantors and any person in privity with, or claiming through, in the right of, or on behalf of, Franchisor and Developer, unless Franchisor and Franchisee consent in writing. Franchisor has the absolute right to refuse such consent; and (i) all such proceedings for which consent is not granted shall be conducted on an individual, not a class-wide, basis.

Notwithstanding anything to the contrary contained herein, at Franchisor's election, any claims or disputes related to or concerning a breach of this Agreement by Developer for the failure to pay sums due or that may entitle Franchisor to the award of injunctive relief, may be initiated and litigated in the state court of general jurisdiction closest to New York, New York, or, if appropriate, the United States District Court for the Southern District of New York (unless settled by the parties after such action is initiated). Developer, its owners/principals and guarantors hereby waive all objections to personal jurisdiction or venue for the purpose of carrying out this provision and agree that nothing herein shall be deemed to prevent Franchisor from removing an action from state court to federal court. Developer, its owners/principals and guarantors hereby agree that service of process may be made upon any of them in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by New York or federal law. Franchisee, its owners/principals and guarantors further agree that with respect to any action (i) for monies owed, (ii) for injunctive or other extraordinary relief or (iii) involving possession or disposition of, or other relief relating to, real property, Franchisor may bring such action in any state or federal district court which has jurisdiction.

15. **Injunctive Relief.** Nothing contained in this Agreement herein will prevent Franchisor from applying to or obtaining from any court having jurisdiction, without bond, a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interests prior to the filing of any mediation proceeding or pending the trial or handing down of a decision or

award pursuant to any mediation proceeding conducted hereunder.

16. **Jurisdiction and Venue.** Subject to Sections 13, 14 and 15 above, the parties expressly agree to the jurisdiction and venue of any state court of general jurisdiction or, if applicable, federal court closest to (a) New York, New York, or (b) Franchisor's then-current corporate headquarters. Developer acknowledges that this Agreement has been entered into in the State of New York, and that Developer will receive valuable and continuing services emanating from Franchisor's headquarters in New York, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, Developer hereby irrevocably consents to the personal jurisdiction of the state and federal courts of New York set forth above.

17. **Third-Party Beneficiaries.** Franchisor's officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of this Agreement and the dispute resolution procedures contained herein, each having authority to specifically enforce the right to mediate claims asserted against such person(s) by Developer.

18. **Jury Trial Waiver.** With respect to any proceeding not subject to mediation, the parties hereby agree to waive trial by jury in any action, proceeding or counterclaim, whether at law or equity, regardless of which party brings suit. This waiver will apply to any matter whatsoever between the parties hereto which arises out of or is related in any way to this Agreement, the performance of either party, and/or Developer's purchase from Franchisor of the development rights described herein.

19. **Waiver of Punitive Damages.** Developer waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) which Developer may have against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, Developer's recovery will be limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions will continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

19. **Attorneys' Fees.** If either party institutes any judicial, arbitral or mediation proceeding to enforce any monetary or nonmonetary obligation or interpret the terms of this Agreement and Franchisor prevails in the action or proceeding, Developer will be liable to Franchisor for all costs, including reasonable attorneys' fees, incurred in connection with such proceeding.

20. **Nonwaiver.** Franchisor's failure to insist upon strict compliance with any provision of this Agreement will not be a waiver of Franchisor's right to do so, any law, custom, usage or rule to the contrary notwithstanding. Delay or omission by Franchisor respecting any breach or default will not affect Franchisor's rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Agreement will be cumulative. Franchisor's election to exercise any remedy available by law or contract will not be deemed a waiver or preclude exercise of any other remedy.

21. **Severability.** The parties agree if any provisions of this Agreement may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision will have the meaning, which renders it valid and enforceable. The provisions of this Agreement are severable, and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions will be enforced to the extent that they are valid and enforceable. If any material provision of this Agreement will be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, Franchisor reserves the right to terminate this Agreement.

22. **Construction of Language.** The language of this Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as Developer, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

23. **Successors.** References to “Franchisor” or “Developer” include the respective parties’ successors, assigns or transferees, subject to the limitations of Section 8 of this Agreement.

25. **Additional Documentation.** You must from time to time, subsequent to the date first set forth above, at Franchisor’s request and without further consideration, execute and deliver such other documentation or agreements and take such other action as Franchisor may reasonably require in order to effectuate the transactions contemplated in this Agreement. In the event that Developer fails to comply with the provisions of this Section, Developer hereby appoints Franchisor as Developer’s attorney-in-fact to execute any and all documents on Developer’s behalf, as reasonably necessary to effectuate the transactions contemplated herein.

26. **No Right to Offset.** Developer may not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of the alleged nonperformance of Franchisor or any of its affiliates or as an offset against any amount Franchisor or any of its affiliates may owe or allegedly owe Developer under this Agreement or any related agreements.

27. **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning Developers’ development rights within the Development Area; no promises, inducements or representations (other than those in the Franchise Disclosure Document) not contained in this Agreement have been made, nor will any be of any force or effect, or binding on the parties. Modifications of this Agreement must be in writing and signed by both parties. Franchisor reserves the right to change Franchisor’s policies, procedures, standards, specifications or manuals at Franchisor’s discretion. In the event of a conflict between this Agreement and any Franchise Agreement(s), the terms, conditions and intent of this Agreement will control. Nothing in this Agreement, or any related agreement, is intended to disclaim any of the representations Franchisor made to Developer in the Franchise Disclosure Document that Franchisor provided to Developer.

28. 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.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.

FRANCHISOR:

FRESH FRANCHISE LLC

By: _____

Print Name: _____

Title: _____

Date: _____

DEVELOPER:

IF AN INDIVIDUAL:

By: _____

Print Name: _____

Date: _____

Spouse Signature: _____

Spouse Name: _____

Date: _____

IF A PARTNERSHIP, CORPORATION, OR OTHER ENTITY:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A to DEVELOPMENT AGREEMENT

DEVELOPMENT AREA AND DEVELOPMENT SCHEDULE

1. **Development Area.** The Development Area, as referred to in Section 1 of the Development Agreement, is described below (or an attached map) by geographic boundaries and will consist of the following area or areas:

2. **Development Schedule.** The Development Schedule referred to in Section 1 of the Development Agreement is as follows:

Development Period	Expiration Date	Number of New Restaurants Developer Must Open in Development Area	Cumulative Number of Restaurants Developer Must Have Open Within Development Area	Traditional or Non-Traditional Location
First	___ Months from Effective Date			
Second	___ Months from Effective Date			
Third	___ Months from Effective Date			
Total Number of Non-Traditional Locations				

APPROVED BY:

FRANCHISOR

FRESH FRANCHISE LLC

By: _____

Name: _____

Title: _____

DEVELOPER [INSERT NAME]

By: _____
[Name], [Title]

**EXHIBIT D
TO THE FRESH FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

FINANCIAL STATEMENTS

FRESH FRANCHISE LLC
(A Limited Liability Company)
FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2024, 2023 AND 2022

FRESH FRANCHISE LLC
(A Limited Liability Company)
FOR THE YEARS ENDED JUNE 30, 2024, 2023 AND 2022

Table of Contents

	<u>Page</u>
Independent Auditor's Report	1 - 2
Financial Statements	
Balance sheets	3
Statements of operations and member's deficit	4
Statements of cash flows	5
Notes to financial statements	6 - 14

INDEPENDENT AUDITOR'S REPORT

To the Member
Fresh Franchise LLC

Opinion

We have audited the accompanying financial statements of Fresh Franchise LLC (a limited liability company), which comprise the balance sheets as of June 30, 2024 and 2023, and the related statements of operations and member's deficit and cash flows for each of the years in the three-year period ended June 30, 2024, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Fresh Franchise LLC as of June 30, 2024 and 2023, and the results of its operations and its cash flows for each of the years in the three-year period ended June 30, 2024, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Fresh Franchise LLC 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.

Correction of Error

As discussed in Note 3 to the financial statements, a certain error resulting in overstatement of amounts previously reported as deferred revenues, and an understatement of franchise fee income as of and for the year ended June 30, 2023, was discovered by management of the Fresh Franchise LLC during the current year.

Accordingly, the balance sheet as of June 30, 2023, and statements of operations and changes in member's deficit and cash flows for the year ended June 30, 2023 have been restated to correct this error. Our opinion is not modified with respect to this matter.

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.

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 Fresh Franchise LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

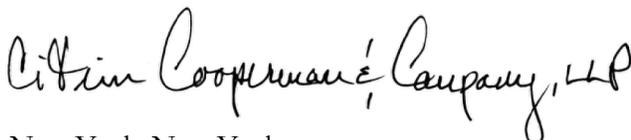
Auditor's Responsibilities for the Audit of the Financial Statements

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 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 Fresh Franchise 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.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Fresh Franchise 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.



New York, New York
October 23, 2024

FRESH FRANCHISE LLC
(A Limited Liability Company)
BALANCE SHEETS
JUNE 30, 2024 AND 2023

	<u>2024</u>	<u>2023</u> (Restated)
<u>ASSETS</u>		
Current assets:		
Cash	\$ 53,660	\$ 227,184
Accounts receivable	<u>36,343</u>	<u>6,834</u>
Total current assets	90,003	234,018
Operating lease right-of-use asset	<u>43,472</u>	<u>60,004</u>
TOTAL ASSETS	<u>\$ 133,475</u>	<u>\$ 294,022</u>
<u>LIABILITIES AND MEMBER'S DEFICIT</u>		
Current liabilities:		
Accounts payable and accrued expenses	\$ 1,394	\$ 33,228
Deferred revenues	8,610	26,650
Operating lease liability	18,000	18,000
Brand development fund payable	<u>18,452</u>	<u>-</u>
Total current liabilities	<u>46,456</u>	<u>77,878</u>
Long-term liabilities:		
Deferred revenues, net of current portion	239,563	248,173
Operating lease liability, net of current portion	<u>25,472</u>	<u>42,004</u>
Total long-term liabilities	<u>265,035</u>	<u>290,177</u>
Total liabilities	311,491	368,055
Commitments (Notes 8, 9 and 10)		
Member's deficit	<u>(178,016)</u>	<u>(74,033)</u>
TOTAL LIABILITIES AND MEMBER'S DEFICIT	<u>\$ 133,475</u>	<u>\$ 294,022</u>

See accompanying notes to financial statements.

FRESH FRANCHISE LLC
(A Limited Liability Company)
STATEMENTS OF OPERATIONS AND MEMBER'S DEFICIT
FOR THE YEARS ENDED JUNE 30, 2024, 2023 AND 2022

	<u>2024</u>	<u>2023</u> (Restated)	<u>2022</u>
Revenues:			
Franchise fees	\$ 26,650	\$ 120,859	\$ 46,359
Royalties	168,037	75,305	-
Brand development fund fees	<u>18,452</u>	<u>6,223</u>	<u>-</u>
Total revenues	213,139	202,387	46,359
Selling, general and administrative expenses	<u>112,122</u>	<u>226,217</u>	<u>215,462</u>
Net income (loss)	101,017	(23,830)	(169,103)
Member's deficit - beginning	(74,033)	(287,703)	(126,100)
Member contributions	200,000	420,000	307,500
Member distributions	<u>(405,000)</u>	<u>(182,500)</u>	<u>(300,000)</u>
MEMBER'S DEFICIT - ENDING	<u>\$ (178,016)</u>	<u>\$ (74,033)</u>	<u>\$ (287,703)</u>

See accompanying notes to financial statements.

FRESH FRANCHISE LLC
(A Limited Liability Company)
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2024, 2023 AND 2022

	<u>2024</u>	<u>2023</u> (Restated)	<u>2022</u>
Cash flows from operating activities:			
Net income (loss)	\$ 101,017	\$ (23,830)	\$ (169,103)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:			
Changes in operating assets and liabilities:			
Accounts receivable	(29,509)	(6,834)	-
Accounts payable and accrued expenses	(31,834)	29,148	(1,243)
Deferred revenues	(26,650)	(38,359)	36,141
Brand development fund payable	<u>18,452</u>	<u>-</u>	<u>-</u>
Net cash provided by (used in) operating activities	<u>31,476</u>	<u>(39,875)</u>	<u>(134,205)</u>
Cash flows from financing activities:			
Member contributions	200,000	420,000	307,500
Member distributions	<u>(405,000)</u>	<u>(182,500)</u>	<u>(300,000)</u>
Net cash provided by (used in) financing activities	<u>(205,000)</u>	<u>237,500</u>	<u>7,500</u>
Net increase (decrease) in cash	(173,524)	197,625	(126,705)
Cash - beginning	<u>227,184</u>	<u>29,559</u>	<u>156,264</u>
CASH - ENDING	<u>\$ 53,660</u>	<u>\$ 227,184</u>	<u>\$ 29,559</u>
Supplemental schedules for non-cash transaction:			
Operating lease liability and right-of-use asset recognized in connection with implementation of ASC 842 on July 1, 2022	<u>\$ -</u>	<u>\$ 76,068</u>	<u>\$ -</u>

See accompanying notes to financial statements.

FRESH FRANCHISE LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024 AND 2023

NOTE 1. ORGANIZATION

Fresh Franchise LLC (the "Company"), a wholly-owned subsidiary of Fresh Franchise Partners, LLC (the "Parent"), was formed on July 3, 2018, as a New York limited liability company to sell franchises pursuant to a license agreement dated August 3, 2018, between the Company and the Parent. Pursuant to the Company's standard franchise agreement, franchisees will operate "FRESH&CO" quick service restaurants featuring soups, salads and sandwiches for eat-in and take-away service and, where practical, delivery.

The Company is a limited liability company, and therefore, the member is not liable for the debts, obligations or other liabilities of the Company, whether arising in contract, tort or otherwise, unless the member has signed a specific guarantee.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements, and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Revenue recognition

The Company derives its revenues from franchise fees, area development fees, royalties, and brand development fund fees.

Franchise fees, area development fees and royalties

Contract consideration from franchisees primarily consist of initial franchise fees, area development fees ("ADAs"), sales-based royalties and brand development fund fees. ADAs grant a franchisee the right to develop two or more franchise territories. The Company collects an up-front fee for the grant of such rights. The initial franchise fees and up-front ADAs are nonrefundable and collected when the underlying franchise agreement is signed by the franchisee. Sales-based royalties and brand development fund fees are payable bi-weekly.

The Company's primary performance obligations under the franchise agreement include the granting of certain rights to access the Company's intellectual property in addition to a variety of activities relating to the opening of a franchise unit. Those costs would include site selection, training and other such activities commonly referred to collectively as "pre-opening activities." Pre-opening activities consistent with those under Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") No. 2021-02, *Franchisors - Revenues from Contracts with Customers* (Subtopic 952-606) ("ASU 2021-02"), are recognized as a single performance obligation. For all other pre-opening activities, if any, the Company determines if a certain portion of those pre-opening activities provided is not brand specific and provides the franchisee with relevant general business information that is separate from the operation of a company-

FRESH FRANCHISE LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024 AND 2023

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue recognition (continued)

Franchise fees, area development fees and royalties (continued)

branded franchise unit. The portion of pre-opening activities, if any, that is not brand specific is deemed to be distinct as it provides a benefit to the franchisee and is not highly interrelated to the use of the Company's intellectual property and therefore accounted for as a separate performance obligation. All other pre-opening activities are determined to be highly interrelated to the use of the Company's intellectual property and therefore accounted for as a component of a single performance obligation which is satisfied along with granting of certain rights to use 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 first allocates the initial franchise fees and the fixed consideration under the franchise agreement to the stand-alone selling price of the pre-opening activities and the residual, if any, to the right to access the Company's intellectual property. Considerations allocated to pre-opening activities, other than those included under ASU 2021-02, which are not brand specific are recognized when those performance obligations are satisfied. Consideration allocated to pre-opening activities included under ASU 2021-02 is recognized when those performance obligations are satisfied.

Initial and renewal franchise fees allocated to the right to access the Company's intellectual property are recognized as revenue on a straight-line basis over the term of the respective franchise agreement. ADAs generally consist of an obligation to grant the right to open two or more territories. These development rights are not distinct from franchise agreements; therefore, up-front fees paid by franchisees for development rights are deferred and apportioned to each franchise agreement signed by the franchisee. The pro-rata amount apportioned to each franchise agreement is recognized as revenue in the same manner as initial and renewal franchise fees.

Royalties are earned based on a percentage of franchisee's gross revenues. Franchise royalties represent sales-based royalties that are related entirely to the use of the Company's intellectual property and are recognized as franchisee sales occur and the royalty is deemed collectible.

Brand development fund

The Company reserves the right to establish a brand development fund to collect and administer funds contributed for use in advertising and promotional programs for franchise units. Brand development fund fees are collected from franchisees based on a percentage of franchisee gross revenues. The Company has determined that it acts as a principal in the collection and administration of the brand development fund and therefore recognizes the revenues and expenses related to the brand development fund on a gross basis. The Company has determined that the right to access its intellectual property and administration of the brand development fund are highly interrelated and, therefore, are accounted for as a single performance obligation. As a result, revenues from the brand development fund represent sales-based royalties related to the right to access the Company's intellectual property, which are recognized as franchisee sales occur.

FRESH FRANCHISE LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024 AND 2023

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue recognition (continued)

Brand development fund (continued)

When brand development fund fees exceed the related brand development fund expenses in a reporting period, advertising costs are accrued up to the amount of brand development fund revenues recognized.

Other revenues

The Company recognizes revenue from other fees and other services provided to the franchisees as a single performance obligation, when the services are rendered.

Incremental costs of obtaining a contract

The Company capitalizes direct and incremental costs, principally consisting of commissions, associated with the sale of franchises which are amortized over the term of the franchise agreements and ADAs. In the case of costs paid related to ADAs, for which no signed franchise agreement has been signed, these costs are deferred until the signed franchise agreement is received.

Accounts receivable

Accounts receivable are stated at the amount the Company expects to collect. The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of some of its franchisees to make required payments. Unbilled accounts receivable, which are included in accounts receivable, represent amounts the Company has an unconditional right to receive payment for, although invoicing is subject to contractual billing requirements. The Company assesses collectibility by reviewing accounts receivable on a collective basis where similar risk characteristics exist. In determining the amount of the allowance for doubtful accounts, management considers historical collectibility and makes judgments about the creditworthiness of the pool of franchisees based on credit evaluations. Current market conditions and reasonable and supportable forecasts of future economic conditions are considered in adjusting the historical losses to determine the appropriate allowance for doubtful accounts. Uncollectible accounts are written off when all collection efforts have been exhausted.

Under the prior accounting rules, management considered the following factors when determining the collectibility of specific franchisee accounts: franchisee creditworthiness, past transaction history with the franchisee, and current economic industry trends. There was no allowance for doubtful accounts at June 30, 2024 and 2023.

Long-lived assets

The Company's long-lived assets, including the Company's right-of-use assets, are reviewed whenever events or changes in circumstances indicate that the carrying amount of the asset in question may not be recoverable. If the sum of the expected future undiscounted cash flows is less than the carrying amount of the asset, the Company recognizes an impairment loss based on the estimated fair value of the asset. The Company did not identify an impairment adjustment as of June 30, 2024 and 2023.

FRESH FRANCHISE LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024 AND 2023

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Leases

The Company has an operating lease agreement for an office space. The Company determines if an arrangement is a lease at the inception of the contract. At the lease commencement date, each lease is evaluated to determine whether it will be classified as an operating or finance lease. For leases with a lease term of 12 months or less (a "Short-term" lease), any fixed lease payments are recognized on a straight-line basis over such term, and are not recognized on the balance sheet.

Lease terms include the noncancelable portion of the underlying leases along with any reasonably certain lease periods associated with available renewal periods, termination options and purchase options. The Company uses the risk-free discount rate when the rate implicit in the lease is not readily determinable at the commencement date in determining the present value of lease payments. The lease agreement does not contain any material residual value guarantees or material restrictive covenants.

Income taxes

The Company is treated as a partnership for tax purposes and, as such, is not liable for federal or state income taxes. As a single-member limited liability company and, therefore, a disregarded entity for income tax purposes, the Company's assets and liabilities are combined with and included in the income tax return of the Parent. Accordingly, the accompanying financial statements do not include a provision or liability for federal or state income taxes.

Uncertain tax positions

The Company recognizes and measures its unrecognized tax benefits in accordance with FASB Accounting Standards Codification ("ASC") 740, *Income Taxes*. Under that guidance, management assesses the likelihood that tax positions will be sustained upon examination based on the facts, circumstances and information, including the technical merits of those positions, available at the end of each period. The measurement of unrecognized tax benefits is adjusted when new information is available or when an event occurs that requires a change. There were no uncertain tax positions at June 30, 2024 and 2023.

The Parent files income tax returns in the U.S. federal jurisdiction and in various state jurisdictions.

Advertising

Advertising costs are expensed as incurred and amounted to \$19,097, \$39,713 and \$25,999 for the years ended June 30, 2024, 2023 and 2022, respectively.

Variable interest entities

In accordance with the provisions of the FASB ASU No. 2018-17, *Consolidation (Topic 810): Targeted Improvements to Related Party Guidance for Variable Interest Entities* ("ASU 2018-17"), FASB no longer requires nonpublic companies to apply variable interest entity guidance to certain common control arrangements, including leasing arrangements under common control. The Company has applied these provisions to the accompanying financial statements and has determined that the entity disclosed in Note 9 meets the conditions under ASU 2018-17, and accordingly, is not required to be included in the Company's financial statements.

FRESH FRANCHISE LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024 AND 2023

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Subsequent events

In accordance with FASB ASC 855, *Subsequent Events*, the Company has evaluated subsequent events through October 23, 2024, the date on which these financial statements were available to be issued. There were no material subsequent events that required recognition or disclosure in the financial statements.

NOTE 3. CORRECTION OF ERROR

During 2024, it was determined the Company had recorded deferred revenues as of June 30, 2023, that should have been recognized as franchise fee income during the year ended June 30, 2023. As a result, there was an understatement of franchise fee income for the year ended June 30, 2023, and an overstatement of member's deficit and deferred revenues as of June 30, 2023.

The following presents a reconciliation of the impacted financial statement line items as previously issued as of and for the year ended June 30, 2023. The previously reported amounts labeled "Previously reported" reflect those included in the June 30, 2023 issued financial statements in the table below. The amounts labeled "Corrections of errors" represent the effects of this restatement due to the matters noted above.

<u>Balance sheet as of June 30, 2023</u>	<u>As of June 30, 2023</u> <u>Previously reported</u>	<u>Corrections of</u> <u>errors</u>	<u>Restated</u>
Deferred revenues	\$ 32,800	\$ (6,150)	\$ 26,650
Deferred revenues, net of current portion	306,141	(57,968)	248,173
Total liabilities	432,173	(64,118)	368,055
Member's deficit	(138,151)	64,118	(74,033)

<u>Statement of operations and member's</u> <u>deficit for the year ended June 30, 2023</u>	<u>For the year ended June 30, 2023</u> <u>Previously reported</u>	<u>Corrections of</u> <u>errors</u>	<u>Restated</u>
Franchise fees	\$ 56,741	\$ 64,118	\$ 120,859
Net loss	(87,948)	64,118	(23,830)

<u>Statement of cash flows for the year ended</u> <u>June 30, 2023</u>	<u>For the year ended June 30, 2023</u> <u>Previously reported</u>	<u>Corrections of</u> <u>errors</u>	<u>Restated</u>
Net loss	\$ (87,948)	\$ 64,118	\$ (23,830)
Deferred revenues	25,759	(64,118)	(38,359)

FRESH FRANCHISE LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024 AND 2023

NOTE 4. RECENTLY ADOPTED ACCOUNTING STANDARDS

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326)* ("ASC 326"), which along with subsequently issued related ASUs, requires financial assets (or groups of financial assets) measured at amortized cost basis to be presented at the net amount expected to be collected, among other provisions. ASC 326 eliminates the probable initial threshold for recognition of credit losses for financial assets recorded at amortized cost, which could result in earlier recognition of credit losses. It utilizes a lifetime expected credit loss measurement model for the recognition of credit losses at the time the financial asset is originated or acquired.

The Company's financial instruments include accounts receivable. The expected credit losses are adjusted each period for changes in expected lifetime credit losses.

The Company adopted ASC 326 using the modified retrospective method at July 1, 2023, and it did not have a material impact on the financial statements.

NOTE 5. FRANCHISED OUTLETS

The following data reflects the status of the Company's franchised outlets as of and for each of the years in the three-year period ended June 30, 2024:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Franchises sold	-	2	1
Franchises purchased	-	-	-
Franchised outlets in operation	4	3	2
Franchisor-owned outlets in operation	-	-	-
Terminated outlets	-	1	-

NOTE 6. REVENUES AND RELATED CONTRACT BALANCES

Disaggregated revenues

The Company derives its revenues from franchisees located throughout the United States. The economic risks of the Company's revenues are dependent on the strength of the economy in the United States and its ability to collect on its contracts. The Company disaggregates revenue from contracts with customers by timing of revenue recognition by type of revenues, as it believes this best depicts how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors.

Revenues by timing of recognition were as follows:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
		(Restated)	
<i>Point in time:</i>			
Franchise fees	\$ 18,780	\$ 18,780	\$ 37,560
Royalties	168,037	75,305	-
Brand development fund fees	<u>18,452</u>	<u>6,223</u>	<u>-</u>
Total	<u>\$ 205,269</u>	<u>\$ 100,308</u>	<u>\$ 37,560</u>
<i>Over time:</i>			
Franchise fees	<u>\$ 7,870</u>	<u>\$ 102,079</u>	<u>\$ 8,799</u>

FRESH FRANCHISE LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024 AND 2023

NOTE 6. REVENUES AND RELATED CONTRACT BALANCES (CONTINUED)

Contract balances

Contract assets include accounts receivable. The balances as of June 30, 2024, 2023 and 2022, are \$36,343, \$6,834 and \$-, respectively.

Contract liabilities are comprised of unamortized initial franchise fees received from franchisees, which are presented as "Deferred revenues" in the accompanying balance sheets. A summary of significant changes in deferred revenues is as follows:

	<u>2024</u>	<u>2023</u> (Restated)
Deferred revenues - beginning of year	\$ 274,823	\$ 313,182
Revenue recognized during the year	(26,650)	(120,859)
Current year deferred revenue additions	<u>-</u>	<u>82,500</u>
Deferred revenues - end of year	<u>\$ 248,173</u>	<u>\$ 274,823</u>

At June 30, 2024, revenues expected to be recognized over the remaining term of the associated franchise agreements are as follows:

<u>Year ending June 30:</u>	<u>Amount</u>
2025	\$ 8,610
2026	11,606
2027	12,832
2028	13,478
2029	13,801
Thereafter	<u>187,846</u>
Total	<u>\$ 248,173</u>

Deferred revenues consisted of the following:

	<u>2024</u>	<u>2023</u> (Restated)
Franchise units not yet opened	\$ 213,271	\$ 249,509
Opened franchise units	<u>34,902</u>	<u>25,314</u>
Total	<u>\$ 248,173</u>	<u>\$ 274,823</u>

NOTE 7. CONCENTRATIONS OF CREDIT RISK

Cash

Financial instruments that potentially expose the Company to concentrations of credit risk consist primarily of cash. The Company's cash is placed with a major financial institution. At times, amounts held with this financial institution may exceed federally-insured limits.

FRESH FRANCHISE LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024 AND 2023

NOTE 7. CONCENTRATIONS OF CREDIT RISK (CONTINUED)

Accounts receivable

Concentration of credit risk with respect to receivables is limited due to the number of franchisees in the Company's customer base and their geographic dispersion. The Company provides an allowance for doubtful accounts equal to the estimated collection losses based on historical experience coupled with a review of the current market conditions and reasonable and supportable forecasts of future economic conditions. As of June 30, 2024 and 2023, 100% of the Company's receivables were derived from three and two franchisees, respectively.

Revenues

For the years ended June 30, 2024, 2023 and 2022, 99%, 89% and 92%, of the Company's revenues were derived from three, two and two franchisees, respectively.

NOTE 8. BRAND DEVELOPMENT FUND

The Company has the right to collect brand development fund fees from franchisees for the brand development fund. Franchisees may be charged up to 2% of their gross sales by the brand development fund, in accordance with the Company's standard franchise agreement. The brand development fund is to be utilized for the benefit of the franchisees, with a portion designated to offset the Company's administrative costs to administer the funds, all at the discretion of the Company. Pursuant to the standard franchise agreement, the Company will not be required to segregate and restrict monies collected on behalf of the brand development fund. Funds collected and not yet expended on the franchisees' behalf totaled 18,452 as of June 30, 2024. All of the funds earned and collected during the year ended June 30, 2023, were expended in the prior year. There were no brand development funds earned and collected during the year ended June 30, 2021.

NOTE 9. COMMITMENTS

Operating leases

On January 1, 2022, the Company entered into a lease agreement with ST Management Group Inc., a related party through common ownership and control, which expires on December 31, 2026. The Company is charged a monthly rent of \$1,500 and recorded operating lease expense of \$18,000, \$18,000 and \$15,000 for the years ended June 30, 2024, 2023 and 2022, respectively.

Maturities of lease liabilities at June 30, 2024, are as follows:

<u>Year ending June 30:</u>	<u>Amount</u>
2025	\$ 18,000
2026	18,000
2027	<u>9,000</u>
Net minimum lease payments	45,000
Less: interest	<u>(1,528)</u>
Present value of lease liabilities	43,472
Less: current portion	<u>18,000</u>
Lease liabilities, net of current portion	<u>\$ 25,472</u>

FRESH FRANCHISE LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024 AND 2023

NOTE 9. COMMITMENTS (CONTINUED)

Operating leases (continued)

Supplemental cash flow information related to leases was as follows:

	<u>2024</u>	<u>2023</u>
Cash paid for amounts included in measuring operating lease liabilities:		
Operating cash flows from operating leases	\$ <u>18,000</u>	\$ <u>18,000</u>
Weighted-average lease term and discount rate for the operating lease were as follows:		
Weighted-average remaining lease term (years)	2.50	3.50
Weighted-average discount rate	2.88 %	2.88 %

NOTE 10. RELATED-PARTY TRANSACTIONS

License agreement

On August 3, 2018, the Company entered into a 99-year non-exclusive license agreement with the Parent for the use of the registered name "FRESH&CO" (the "license agreement"). Pursuant to the license agreement, the Company acquired the right to sell "FRESH&CO" franchises, and the right to earn franchise fees, royalties and other fees from franchisees. In accordance with the license agreement, the Company is required to pay the Parent a license fee based on the Company's gross revenue, as defined. The license fee will be waived if it causes the Company's annual net income determined in accordance with U.S. GAAP to fall below the \$150,000 minimum. The Parent will not license the trademarks and/or confidential information to any third parties for the purpose of operating a competing franchise system. There were no license fee expenses for the years ended June 30, 2024, 2023 and 2022.

**EXHIBIT E
TO THE FRESH FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

**STATE SPECIFIC ADDENDA
TO THE FDD, FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT**

STATE SPECIFIC ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT

ILLINOIS

Illinois law governs the franchise agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

The Illinois Office of the Attorney General requires us to defer Initial Franchise and Development Fees until we have satisfied our pre-opening obligations to you. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

MARYLAND

For franchises and franchisee/developers subject to the Maryland Franchise Registration and Disclosure Law, the following information replaces, supplements and/or otherwise amends, as the case may be, the corresponding disclosures in the main body of the text of the Fresh Franchise, LLC Franchise Disclosure Document:

Item 5.

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all fees paid to the franchisor by the franchisee, including payments for goods or services received from the franchisor before the business opens, shall be deferred until franchisor completes its pre-opening obligations to the franchisee. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

Item 17.

The general release required as a condition to renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

With respect to this Item's discussion of our right to terminate you upon your bankruptcy, this provision in the Franchise Agreement may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq.*).

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of a franchise.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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.

Exhibit I

With respect to the Franchisee Questionnaire/Compliance Certification, all representations requiring prospective franchisees to assent to a release, estoppel or waiver of any liability are not intended to nor shall they as act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

NEW YORK

NEW YORK STATE ADDENDUM TO FDD

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions other than routine litigation incidental to the business that

is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for a franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “Termination by a franchisee”: “You may terminate the agreement on any grounds available by law.”
5. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum,” and Item 17(w), titled “Choice of law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration

that relates to the franchise relationship.

VIRGINIA

Additional Disclosure: The following statements are added to Item 17(e):

Under 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 the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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.

The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

**RIDER TO THE FRESH FRANCHISE LLC
FRANCHISE AGREEMENT FOR USE IN ILLINOIS**

This Rider is entered into this _____ day of _____, 20____, by and between Fresh Franchise LLC, a New York limited liability company (“we,” “us,” or “our”), and _____ (“Franchisee,” “you,” or “your”).

1. We and you are parties to that certain Franchise Agreement dated _____, 20____ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the Franchised Business will be located or operated in Illinois and/or (b) you are a resident of Illinois.

2. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

3. Notwithstanding anything to the contrary contained in the Franchise Agreement, the payment of the Initial Franchise Fee shall be deferred until Franchisor has satisfied its pre-opening obligations to Franchisee and Franchisee has commenced operations of business.

4. Any capitalized terms that are not defined in this Rider shall have the meaning given them in the Franchise Agreement.

5. Except as expressly modified by this Rider, the Franchise Agreement remains unmodified and in full force and effect.

WITNESS WHEREOF, the parties have executed this Rider to the Franchise Agreement on the date the Franchisor signs below.

FRANCHISOR

FRESH FRANCHISE LLC

a New York limited liability company

Name: _____

Title: _____

Date: _____

FRANCHISEE

_____ a _____

Name: _____

Title: _____

Date: _____

**RIDER TO THE FRESH FRANCHISE LLC
DEVELOPMENT AGREEMENT FOR USE IN ILLINOIS**

This Rider is entered into this _____ day of _____, 20____, by and between Fresh Franchise LLC, a New York limited liability company (“we,” “us,” or “our”), and _____ (“Developer,” “you,” or “your”).

1. We and you are parties to that certain Development Agreement dated _____, 20____ (the “**Development Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the Franchised Business will be located or operated in Illinois and/or (b) you are a resident of Illinois.

2. Notwithstanding anything to the contrary contained in the Development Agreement, to the extent that the Development Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Illinois law governs the Development Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.

3. Notwithstanding anything to the contrary contained in the Development Agreement, the payment of the Development Fee shall be deferred until Franchisor has satisfied its pre-opening obligations to Franchisee and Franchisee has commenced operations of its first business.

4. Any capitalized terms that are not defined in this Rider shall have the meaning given them in the Development Agreement.

5. Except as expressly modified by this Rider, the Development Agreement remains unmodified and in full force and effect.

WITNESS WHEREOF, the parties have executed this Rider to the Development Agreement on the date the Franchisor signs below.

FRANCHISOR

DEVELOPER

FRESH FRANCHISE LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**RIDER TO THE FRESH FRANCHISE LLC
FRANCHISE AGREEMENT FOR USE IN MARYLAND**

This Rider is entered into this _____ day of _____, 20____, by _____ and _____ between Fresh Franchise LLC, a New York limited liability company (“we,” “us,” or “our”), and _____ (“Franchisee,” “you,” or “your”).

1. We and you are parties to that certain Franchise Agreement dated _____, 20_(the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Maryland, and/or (b) the Franchised Business will be located or operated in Maryland.

2. **Section 4(a)** of the Franchise Agreement is hereby supplemented by the addition of the following statement applicable to franchisees in Maryland: “Based upon the franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all fees paid to the franchisor by the franchisee, including payments for goods or services received from the franchisor before the business opens, shall be deferred until franchisor completes its pre-opening obligations to the franchisee.” In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the Development Agreement opens.

3. **Sections 3(B)(5) and 13(E)(3)** of the Franchise Agreement are hereby supplemented and amended as follows:

Any general release required as a condition to renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. **Sections 15(A)(2)** of the Franchise Agreement is hereby supplemented and amended as follows:

The termination of this Agreement for this reason may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq.*).

5. **Section 21(E)** of the Franchise Agreement is hereby supplemented and amended as follows:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **Section 21(J)** of the Franchise Agreement is hereby supplemented and amended as follows:

Any limitation on the period of time mediation, arbitration, or litigation claims must be brought shall not act to reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

7. The Franchise Agreement is hereby supplemented and amended as follows:

The acknowledgments or representations of the franchisee/developer made in the franchise/development agreement which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

8. Any capitalized terms that are not defined in this Rider shall have the meaning given them in the Franchise Agreement.

9. Except as expressly modified by this Rider, the Franchise Agreement remains unmodified and in full force and effect.

10. This Rider is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Rider and the Franchise Agreement, the terms and conditions of this Rider shall apply.

WITNESS WHEREOF, the parties have executed this Rider to the Franchise Agreement on the date the Franchisor signs below.

FRANCHISOR

FRANCHISEE

FRESH FRANCHISE LLC
a New York limited liability
company

[Name]
a _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**RIDER TO THE FRESH FRANCHISE LLC
AREA DEVELOPMENT AGREEMENT FOR USE IN MARYLAND**

This Rider is entered into this _____ day of _____, 20__, by and between Fresh Franchise LLC, a New York limited liability company (“we,” “us,” or “our”), and “Developer,” (“you,” or “your”).

1. We and you are parties to that certain Area Development Agreement dated , 20__(the “ADA”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the ADA. This Rider is being signed because (a) you are a resident of Maryland, and/or (a) the Franchised Business will be located or operated in Maryland.

2. **Article 2** of the ADA is hereby supplemented by the addition of the following statement applicable to franchisees in Maryland: “Based upon the franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all fees paid to the franchisor by the franchisee, including payments for goods or services received from the franchisor before the business opens, shall be deferred until franchisor completes its pre-opening obligations to the franchisee.” In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the Development Agreement opens.

3. **Section 6.2** of the ADA is hereby supplemented and amended as follows:

The termination of this Agreement for this reason may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq.*).

4. **Section 15** of the ADA is hereby supplemented and amended as follows:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The ADA is hereby supplemented and amended as follows:

The acknowledgments or representations of the franchisee/developer made in the franchise/development agreement which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. Any capitalized terms that are not defined in this Rider shall have the meaning given them in the Development Agreement.

7. Except as expressly modified by this Rider, the Development Agreement remains unmodified and in full force and effect.

8. This Rider is being entered into in connection with the Development Agreement. In the event of any conflict between this Rider and the Development Agreement, the terms and conditions of this Rider shall apply.

[remainder of page intentionally left blank]

WITNESS WHEREOF, the parties have executed this Rider to the Development Agreement on the date the Franchisor signs below.

FRANCHISOR

FRESH FRANCHISE LLC, a New York limited liability company

By: _____

Name: _____

Title: _____

Date: _____

DEVELOPER

[Name]

By: _____

Name: _____

Title: _____

Date: _____

**RIDER TO THE FRESH FRANCHISE LLC
FRANCHISE AGREEMENT FOR USE IN VIRGINIA**

This Rider is entered into this _____ day of _____, 20____, by and between Fresh Franchise LLC, a New York limited liability company (“we,” “us,” or “our”), and _____ (“Franchisee,” “you,” or “your”).

1. We and you are parties to that certain Franchise Agreement dated_____, 20____(the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Virginia and the Franchised Business will be located or operated in Virginia and/or (b) you are a resident of Virginia.
2. **The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.**
3. Any capitalized terms that are not defined in this Rider shall have the meaning given them in the Franchise Agreement.
4. Except as expressly modified by this Rider, the Franchise Agreement remains unmodified and in full force and effect.

WITNESS WHEREOF, the parties have executed this Rider to the Franchise Agreement on the date the Franchisor signs below.

FRANCHISOR

FRESH FRANCHISE LLC

a New York limited liability company

Name: _____

Title: _____

Date: _____

FRANCHISEE

_____ a _____

Name: _____

Title: _____

Date: _____

**RIDER TO THE FRESH FRANCHISE LLC
DEVELOPMENT AGREEMENT FOR USE IN VIRGINIA**

This Rider is entered into this _____ day of __, 20__, by and between Fresh Franchise LLC, a New York limited liability company (“we,” “us,” or “our”), and _____ (“Developer,” “you,” or “your”).

1. We and you are parties to that certain Development Agreement dated __, 20__ (the “**Development Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Virginia and the Franchised Business will be located or operated in Virginia and/or (b) you are a resident of Virginia.
2. **The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and development fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under such agreement.**
3. Any capitalized terms that are not defined in this Rider shall have the meaning given them in the Development Agreement.
4. Except as expressly modified by this Rider, the Development Agreement remains unmodified and in full force and effect.

WITNESS WHEREOF, the parties have executed this Rider to the Development Agreement on the date the Franchisor signs below.

FRANCHISOR

FRESH FRANCHISE LLC

a New York limited liability company

Name: _____

Title: _____

Date: _____

DEVELOPER

a _____
Name: _____

Title: _____

Date: _____

EXHIBIT F
TO THE FRESH FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT
OPERATIONS MANUAL TABLE OF CONTENTS

FRESH&CO - PRE-OPENING MANUAL
TABLE OF CONTENTS

YOUR NEXT STEPS.....3
SELECTING YOUR BUSINESS TYPE.....5
PROPRIETORSHIP.....5
PARTNERSHIP.....6
THE LIMITED PARTNERSHIP7
THE CORPORATION7
LIMITED LIABILITY COMPANY8
SUBCHAPTER “S” CORPORATION9
FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 10
STATE EMPLOYER IDENTIFICATION NUMBER (EIN)..... 10
YOUR STATUS AS A FRANCHISEE11
BUSINESS NAME11
CHECKS, STATIONERY, AND BUSINESS FORMS 11
SITE LOCATION.....13
FRANCHISEE ROLE AND REQUIREMENTS IN SITE SELECTION13
SITE SELECTION CONSIDERATIONS14
AVAILABILITY OF SPACE AND MARKET14
SUITABILITY OF SPACE.....14
LOCATION 14
PARKING.....16
ACCESS TO MAJOR ROADS AND TRAFFIC PATTERNS16
OTHER FACTORS YOU SHOULD THINK ABOUT.....16
COMPETITION17
VISIBILITY.....18
SIGNAGE VISIBILITY18
SERVICES19
PROJECT AND SITE DESCRIPTION.....19
SITE SELECTION SPECIFICATIONS AND REQUIREMENTS.....20
LOCATION RECAP.....23
THE LEASE AGREEMENT30
HIDDEN DANGERS IN LEASE AGREEMENTS..... 31
UTILITY GUIDELINES 33
COMMERCIAL REAL ESTATE BROKERS..... 36
SELECTING AN ARCHITECT & ENGINEER 37
OBTAINING PLAN APPROVAL..... 38
SELECTING A CONTRACTOR 38
MONITORING CONSTRUCTION 39

PERMITS AND LICENSES 41

ESTABLISHING BANK ACCOUNTS 44

ACCOUNTS TO OPEN 44

REQUIRED INSURANCE COVERAGE..... 46

CONTRACTING UTILITIES AND SERVICES 48

SELECTING THE RIGHT PHONE SERVICE..... 49

Email 51

Office Setup 52

FRESH&CO - OPERATIONS MANUAL

Section 1 - Table of Contents

THE PURPOSE OF THIS MANUAL..... 2

GENERAL DISCLAIMER..... 2

MANUAL ORGANIZATION 3

THE IMPORTANCE OF CONFIDENTIALITY 3

KEEPING THE FRESH&CO FRANCHISEE OPERATIONS 4

SUBMITTING SUGGESTIONS TO THE CORPORATE OFFICE..... 4

REQUESTING A VARIANCE..... 5

FOR EXAMPLE..... 5

Section 2 - Table of Table of Contents

Introduction 2

The FRESH&CO Mission Statement..... 3

Welcome Letter from the President..... 4

History of FRESH&CO..... 5

Services Provided to FRESH&CO Franchisees 6

Initial Training..... 6

Initial On-site Assistance 6

Ongoing Training and Support..... 6

Approved Suppliers 7

Advertising Materials and Sales Aids..... 7

Franchisee Advisory Councils..... 7

Ongoing Research and Development..... 8

Responsibilities of the FRESH&CO Franchisee and Staff 8

Responsibilities to Customers 8

Responsibilities to Associates 9

<u>Responsibilities to the Franchisor</u>	10
<u>Responsibilities to Other Franchisees</u>	10
<u>Visits from the Corporate Office</u>	11
<u>Paying Other Fees</u>	11
<u>New Manager Training Fee</u>	12
<u>Additional Onsite Training or Assistance</u>	12
<u>Prohibited Product / Service Fine</u>	12
<u>Relocation</u>	12
<u>Audit</u>	12
<u>Late Fees and Financial Penalties</u>	13
<u>Insurance Fees</u>	13
<u>Liquidated Damages</u>	13
<u>Indemnification</u>	14
<u>Attorneys' Fees</u>	14

Section 3 - Table of Contents

<u>Human Resources</u>	3
<u>Managing Personnel</u>	3
<u>Communicating with Associates</u>	4
<u>Hosting Associate Meetings</u>	6
<u>Motivating Associates</u>	6
<u>Profile of an Ideal Associate</u>	7
<u>Associate Traits</u>	8
<u>Job Descriptions</u>	11
<u>Recruiting Associates</u>	34
<u>Determining Hiring Needs</u>	34
<u>Getting the Word Out</u>	35
<u>Employment Applications</u>	36
<u>Evaluating the Application</u>	36
<u>Conducting Interviews</u>	38
<u>Interviewing Do's and Don'ts</u>	38
<u>Policy & Procedures</u>	42
<u>Reference Checks</u>	42
<u>Job Offer</u>	43
<u>Hiring on a Probationary Period</u>	44
<u>Completing Necessary Paperwork</u>	45

<u>New Associate Paperwork Checklist</u>	46
<u>Training Associates</u>	46
<u>Training Suggestions</u>	47
<u>Orienting New Associates</u>	50
<u>Initial Training</u>	52
<u>Requirements for Being a Mentor</u>	53
<u>General Training Suggestions</u>	54
<u>Ongoing Training</u>	54
<u>Time Tracking Procedures</u>	55
<u>Conducting Performance Evaluations</u>	56
<u>Evaluation Process</u>	58
<u>Progressive Discipline Procedures</u>	59
<u>Termination/Separation</u>	63
<u>Termination</u>	63
<u>Separation</u>	65
<u>Scheduling</u>	66
<u>Terminology</u>	67
<u>Suggestions to Running Labor in Your Business</u>	68
<u>Other Suggestions to Making a Schedule</u>	71

Section 4 - Table of Contents

<u>Daily Operating Procedures</u>	3
<u>Suggested Hours Of Operation</u>	3
<u>Daily Duties</u>	4
<u>Opening Procedures</u>	5
<u>Food Preparation Procedures</u>	8
<u>Expiration Dates</u>	9
<u>Shift Change Procedures</u>	9
<u>Operating And Maintaining Equipment</u>	13
<u>Required Cleaning And Maintenance</u>	13
<u>Sample Cleaning Schedule - Front Of The House</u>	14
<u>Sample Cleaning Schedule - Lavatories</u>	15
<u>Sample Cleaning Schedule -Equipment/Fixtures Related</u>	16
<u>Sample Cleaning Schedule - Exterior</u>	18

<u>Closing Procedures</u>	19
<u>Sample – Closing Checklist</u>	19
<u>Safety Procedures</u>	22
<u>Responsibility</u>	22
<u>Safety Rules</u>	23
<u>Orientation</u>	24
<u>Accident Reporting And Investigation</u>	24
<u>Investigation Procedure</u>	25
<u>Fire Safety</u>	25
<u>Procedure In The Event Of Fire</u>	26
<u>Machinery Guidelines</u>	27
<u>Preventing Slips And Falls</u>	27
<u>Electrical Safety</u>	28
<u>Chemical Safety</u>	28
<u>First Aid Procedures For Chemicals</u>	28
<u>Receiving And Storage</u>	29
<u>Broken Glass Safety</u>	29
<u>Facility And Equipment Inspections</u>	29
<u>Security Issues</u>	30
<u>Robbery</u>	30
<u>Procedure In The Event Of Robbery</u>	31
<u>Burglary</u>	32
<u>Procedure In The Event If Burglary</u>	32

Section 5 - Table of Contents

<u>FOOD SAFETY AND SANITATION</u>	3
<u>SEVEN STEPS TO FOOD SAFETY</u>	3
<u>MAJOR CAUSE OF FOOD BORNE ILLNESS</u>	6
<u>CONTAMINATION</u>	8
<u>TYPES OF CONTAMINATION</u>	8
<u>CROSS-CONTAMINATION</u>	9
<u>BIOLOGICAL HAZARDS</u>	9
<u>WAYS TO CONTROL BACTERIA</u>	10
<u>STAPHYLOCOCCUS</u>	10
<u>SALMONELLOSIS</u>	11

<u>CLOSTRIDIUM PERFRINGENS (E. COLI)</u>	12
<u>BOTULISM</u>	12
<u>HEPATITIS VIRUS A</u>	13
<u>FOOD-BORNE ILLNESS</u>	14
<u>PROCEDURE FOR HANDLING</u>	14
<u>RECOMMENDED MANAGER SCRIPT</u>	15
<u>RESTAURANT SAFETY</u>	17
<u>WHEN CLEANING STATIONARY EQUIPMENT</u>	17
<u>PREVENTING FALLS</u>	17
<u>PREVENTING ELECTRIC SHOCK</u>	18
<u>PREVENTING CUTS</u>	19
<u>PREVENTING BURNS</u>	19
<u>PREVENTING FIRES</u>	20
<u>SAFE CHEMICAL HANDLING</u>	20
<u>READING PRODUCT LABELS</u>	20

Section 6 - Table of Contents

<u>Managing the Customer Experience</u>	2
<u>Customer Service Procedures</u>	2
<u>Customer Service Philosophy</u>	2
<u>Greeting Customers</u>	3
<u>Communicating with Customers</u>	4
<u>Suggestive Selling</u>	5
<u>Maintaining a Positive Environment</u>	6
<u>Quality Control Checks</u>	6
<u>Promoting Customer Service Internally</u>	7
<u>Obtaining Customer Feedback</u>	8
<u>Handling Customer Complaints</u>	8
<u>Handling Refund Requests</u>	9
<u>Suggested Refund Practices</u>	10

Section 7 - Table of Contents

<u>Inventory Management</u>	3
<u>Product Ordering Procedures</u>	3
<u>Ordering Guidelines</u>	3

<u>Establishing Par Levels</u>	4
<u>Ordering from Approved Suppliers</u>	4
<u>Receiving Orders</u>	4
<u>Other Receiving Procedures</u>	5
<u>Fresh Foods</u>	6
<u>Frozen Foods</u>	6
<u>Canned Goods</u>	6
<u>Dairy Products</u>	6
<u>Storage Procedures</u>	7
<u>Labeling and Rotating Inventory</u>	7
<u>Conducting an Inventory Count</u>	7
<u>How to Do an Inventory</u>	8
<u>Cost Control Procedures</u>	9
<u>Understanding the Basics of Food Cost</u>	9
<u>Terminology</u>	10
<u>Food Cost</u>	10
<u>Ideal Food Cost</u>	10
<u>Actual Food Cost</u>	10
<u>Theoretical Food Cost</u>	11
<u>Gross Profit</u>	11
<u>Food Cost Percentage</u>	11
<u>Factors in Controlling Food Cost</u>	12
<u>Cost of Goods (COGS)</u>	14
<u>Gross Profit/Gross Profit Margin</u>	15
<u>Mark Up</u>	15
<u>Gross Profit Analysis</u>	16
<u>Managing Food Costs</u>	16

Section 8 - Table of Contents

<u>LOSS PREVENTION TECHNIQUES</u>	2
<u>CASH CONTROL SYSTEM</u>	2
<u>TRANSACTIONING SALES</u>	3
<u>CASH CONTROL GUIDELINES</u>	3
<u>CASH HANDLING PROCEDURES</u>	4

<u>GUIDELINES FOR ACCEPTING CASH</u>	4
<u>COUNTERFEIT DETECTION METHODS</u>	5
<u>ACCEPTING CREDIT CARDS</u>	6
<u>HANDLING CREDIT CARDS</u>	6
<u>ACCEPTING GIFT CARDS</u>	7
<u>SHORT-CHANGE ARTIST</u>	7
<u>CASH RECONCILIATION</u>	8
<u>DAILY SALES REPORT</u>	9
<u>PREPARING DEPOSITS</u>	9

Section 9 - Table of Contents

<u>MARKETING AND PROMOTIONS</u>	2
<u>MARKETING PLAN</u>	2
<u>COMPONENTS OF THE MARKETING PLAN</u>	3
<u>DEVELOPING YOUR MARKETING PLAN</u>	4
<u>THE STEPS TO DEVELOP A MARKETING PLAN</u>	4
<u>PROMOTING FRESH&CO IN YOUR AREA</u>	4
<u>USE OF MEDIA</u>	5
<u>SOCIAL MEDIA</u>	6
<u>TWITTER</u>	6
<u>FACEBOOK</u>	7
<u>INTERNET</u>	8
<u>ENTERTAINMENT BOOKS/SAVINGS CARDS</u>	8
<u>BILLBOARDS/EXIT SIGNS ON HIGHWAYS</u>	8
<u>CONTESTS AND RAFFLES</u>	9
<u>LOYALTY PROGRAMS</u>	9
<u>WORD OF MOUTH</u>	9
<u>GUIDELINES FOR USING FRESH&CO MARKS</u>	10
<u>LOGO SPECIFICATIONS</u>	11
<u>STATIONERY & BUSINESS CARDS</u>	11
<u>REQUIRED MARKETING EXPENDITURES</u>	11
<u>LOCAL MARKETING REQUIREMENT</u>	11
<u>COOPERATIVE MARKETING</u>	12
<u>PUBLIC RELATIONS/COMMUNITY INVOLVEMENT/ FUNDRAISING EVENTS</u>	12
<u>PUBLIC RELATIONS TIPS</u>	13
<u>COMMUNITY INVOLVEMENT/FUNDRAISING</u>	14
<u>WAYS TO BE INVOLVED:</u>	14
<u>OBTAINING MARKETING APPROVAL</u>	15

Section 10 - Table of Contents

<u>Introduction</u>	2
<u>THE BALANCE SHEET</u>	2

<u>ASSETS</u>	3
<u>FIXED ASSETS</u>	3
<u>PRE-PAID EXPENSES</u>	3
<u>LIABILITIES</u>	3
<u>CAPITAL</u>	4
<u>PROFIT AND LOSS STATEMENT</u>	4
<u>SALES</u>	4
<u>COST OF SALES</u>	4
<u>PROFIT</u>	5
<u>OPERATING EXPENSES</u>	5
<u>VARIABLE EXPENSES</u>	5
<u>FIXED EXPENSES</u>	5
<u>OPERATING INCOME</u>	5
<u>OTHER REVENUES AND EXPENSES</u>	6
<u>PRE-TAX INCOME</u>	6
<u>FINANCIAL REPORTING</u>	6
<u>BOOKS AND RECORDS</u>	6
<u>FEES PAYABLE TO US</u>	7

**EXHIBIT G
TO THE FRESH FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

LIST OF FRANCHISEES AS OF JUNE 30, 2024

Vishal Ajwani* Heather Eats LLC	21 Broad Street Westfield, NJ 07090	(908) 588-2988	vishal7878@hotmail.com
Bimal Patel* Siji Eats LLC	7728 West Sand Lake Orlando, Florida 32789	(407) 406-0924	bimal@sijicorp.com
Bimal Patel* Siji Eats Winterpark LLC	527 S Park Ave Winter Park, FL 32789	(407) 789-1111	bimal@sijicorp.com
Patrick Saunders* and Victor Shaio; Prestige WW of Stamford LLC	355 Atlantic Street Stamford, Connecticut 06901	(203) 274-6868	Patrick.saunders17@gmail.com victor@theshagroup.com

**LIST OF FRANCHISEES THAT HAVE SIGNED FRANCHISE AGREEMENTS
BUT NOT YET OPENED**

Franchisee	Address	Telephone	Email
Hammad Qureshi* H&A Fresh Corporation	Not yet opened	(773) 310-8848	haad@balcoclo.com

*These franchisees acquired the rights to develop more than one location.

**EXHIBIT H
TO THE FRESH FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

**LIST OF FRANCHISEES THAT LEFT SYSTEM
IN PAST FISCAL YEAR ENDING JUNE 30, 2024.**

None

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

**EXHIBIT I
TO THE FRESH FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

COMPLIANCE CERTIFICATION

FRANCHISEE QUESTIONNAIRE/COMPLIANCE CERTIFICATION

**[Not to be used as to any franchise sale in or to residents of
CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI]**

As you know, Fresh Franchise LLC (“we”, “us”), and you are preparing to enter into a Franchise Agreement for the right to open and operate one (1) or more franchises (each, a “Franchised Business”). The purpose of this Questionnaire is to: (i) determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading; (ii) be certain that you have been properly represented in this transaction; and (iii) be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You must sign and date this certification the same day you sign the Franchise Agreement, and pay us the appropriate franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer on the back of this sheet.

- Yes___No___ 1. Have you received and personally reviewed the Franchise Agreement, as well as each exhibit or schedule attached to these agreements that you intend to enter into with us?
- Yes___No___ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?
- Yes___ No___ 3. Did you sign a receipt for the Disclosure Document indicating the date you received it?
- Yes___No___ 4. Do you understand all the information contained in the Disclosure Document and the Franchise Agreement you intend to enter into with us?
- Yes___ No___ 5. Have you reviewed the Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor and discussed the benefits and risks of operating the Franchised Business(es) with these professional advisor(s)?
- Yes___No___ 6. Do you understand the success or failure of your Franchised Business(es) will depend in large part upon your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control such as demographics of your Premises, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?
- Yes___No___ 7. Do you understand we have only granted you certain, limited territorial rights under the Franchise Agreement, and that we have reserved certain rights under the Franchise Agreement?
- Yes___No___ 8. Do you understand we and our affiliates retain the exclusive unrestricted right to engage, directly or through others, in the providing of services under the FRESH&CO mark or any other mark at any location outside your Designated Territory under the Franchise Agreement without regard to the proximity of these activities to you’re the premises of your Franchised Business(es)?

- Yes ___ No ___ 9. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be mediated, at our option, at our principal offices in New York?
- Yes ___ No ___ 10. Do you understand the Franchise Agreement provides that you can only collect compensatory damages on any claim under or relating to the Franchise Agreement and are not entitled to any punitive, consequential or other special damages?
- Yes ___ No ___ 11. Do you understand the sole entity or person against whom you may bring a claim under the Franchise Agreement is us?
- Yes ___ No ___ 12. Do you understand that the Franchisee (or one of its principals if Franchisee is an organization), as well as any Designated Managers (as defined in the Franchise Agreement), must successfully complete the appropriate initial training program(s) before we will allow the Franchised Business to open or consent to a transfer of that Franchised Business?
- Yes ___ No ___ 13. Do you understand that we require you to successfully complete certain initial training program(s) and if you do not successfully complete the applicable training program(s) to our satisfaction, we may terminate your Franchise Agreement?
- Yes ___ No ___ 14. Do you understand that we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises?
- Yes ___ No ___ 15. Do you understand that we will send written notices, as required by your Franchise Agreement, to either your Franchised Business or home address until you designate a different address by sending written notice to us?
- Yes ___ No ___ 16. Do you understand that we will not approve your purchase of a franchise, or we may immediately terminate your Franchise Agreement, if we are prohibited from doing business with you under any anti-terrorism law enacted by the United States Government?
- Yes ___ No ___ 17. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Franchised Business that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?
- Yes ___ No ___ 18. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Franchised Business will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?
- Yes ___ No ___ 19. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Disclosure Document?

Yes ___ No ___ 20. Is it true that no broker, employee or other person providing services to you on our behalf has solicited or accepted any loan, gratuity, bribe, gift or any other payment in money, property or services from you in connection with a Franchised Business purchase with the exception of those payments or loans provided in the Disclosure Document?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

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.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

GIVE A COMPLETE EXPLANATION OF ANY NEGATIVE RESPONSES ON BACK OF THIS PAGE (REFER TO QUESTION NUMBER)

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

Dated: _____, 20____

Dated: _____, 20____

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

Dated: _____, 20____

Dated: _____, 20____

**EXHIBIT J
TO THE FRESH FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT**

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Dates
Indiana	October 24, 2024
Maryland	Pending
New York	November 27, 2024
Virginia	Pending

EXHIBIT K
TO THE TO THE FRESH FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT

RECEIPTS

RECEIPT

This disclosure document summarized certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If FRESH FRANCHISE LLC offers you a franchise, it must provide this disclosure document to you 14 days before you sign a binding agreement or make a payment to us or an affiliate in connection with the proposed franchise sale or, if you live in New York and Rhode Island, at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or payment of any consideration that relates 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 FRESH FRANCHISE 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the appropriate state agency listed on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise is:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attn: Alex Perez Fresh Franchise LLC 130 West 37th Street New York, NY 10018 (212) 983-7474	Attn: George Tenedios Fresh Franchise LLC 130 West 37th Street New York, NY 10018 (212) 983-7474	Attn: Steven Tenedios Fresh Franchise LLC 130 West 37th Street New York, NY 10018 (212) 983-7474	_____ _____ _____ _____

Issuance Date: October 23, 2024

See Exhibit A for our registered agent authorized to receive service of process.

I have received a disclosure document dated October 23, 2024 that included the following:

- | | |
|--|---|
| Exhibit A – List of State Administrators and Agents for Service of Process | Exhibit G – List of Franchisees |
| Exhibit B – Franchise Agreement | Exhibit H – List of Franchisees that Left the System in the Past Year or That Have Failed to Communicate with Us in the 10 Weeks Preceding the Issue Date |
| Exhibit C – Area Development Agreement | Exhibit I – Compliance Certification |
| Exhibit D – Financial Statements | Exhibit J – State Effective Dates |
| Exhibit E – State Specific Addenda | Exhibit K – Receipts |
| Exhibit F – Operations Manual Table of Contents | |

Date _____

Prospective Franchisee

Printed Name

Individually and as an officer, partner, member or manager of _____, a
_____ organized under the laws of _____.

You may return one copy of this receipt either by signing, dating and mailing it to FRESH FRANCHISE LLC, 130 West 37th Street, New York, New York 10018.

RECEIPT

This disclosure document summarized certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If FRESH FRANCHISE LLC offers you a franchise, it must provide this disclosure document to you 14 days before you sign a binding agreement or make a payment to us or an affiliate in connection with the proposed franchise sale or, if you live in New York and Rhode Island, at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or payment of any consideration that relates 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 FRESH FRANCHISE 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the appropriate state agency listed on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise is:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attn: Alex Perez	Attn: George Tenedios	Attn: Steven Tenedios	_____
Fresh Franchise LLC	Fresh Franchise LLC	Fresh Franchise LLC	_____
130 West 37th Street	130 West 37th Street	130 West 37th Street	_____
New York, NY 10018	New York, NY 10018	New York, NY 10018	_____
(212) 983-7474	(212) 983-7474	(212) 983-7474	_____

Issuance Date: October 23, 2024

See Exhibit A for our registered agent authorized to receive service of process.

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| Exhibit E – State Specific Addenda | Exhibit K – Receipts |
| Exhibit F – Operations Manual Table of Contents | |

Date _____

Prospective Franchisee

Printed Name

Individually and as an officer, partner, member or manager of _____, a _____ organized under the laws of _____.

You may return one copy of this receipt either by signing, dating and mailing it to FRESH FRANCHISE LLC, 130 West 37th Street, New York, New York 10018.