

FRANCHISE DISCLOSURE DOCUMENT

NBC Franchisor LLC
a Delaware limited liability company
4560 Belt Line Road, Suite 350
Addison, Texas 75001



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The franchise is to operate gourmet bakeries offering and selling specialty bundt cakes, other food items, and retail merchandise under the “Nothing Bundt Cakes®” mark.

The total investment necessary to begin operation of a Nothing Bundt Cakes® Bakery is \$551,300 to \$978,210 excluding extension fees. This includes \$66,534 to \$61,534 that must be paid to the franchisor and its affiliate.

If you want development rights for at least two Nothing Bundt Cakes® Bakeries in a specified development area, you must sign Franchisor’s then-current form of Development Rights Rider to Franchise Agreement. The Development Fee is \$35,000 for the first Bakery and \$30,000 for each additional bakery developed. The total investment necessary to begin operation of the first Bakery, if you acquire development rights, for a total of 3 Bakeries is \$611,300 to \$1,038,210, excluding extension fees. This includes \$121,534 to \$126,034 that must be paid to franchisor or an affiliate in connection with opening the first Bakery.

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 the disclosure document at least 14 calendar days before you sign a binding agreement with or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified 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 the availability of disclosures in different formats, contact Wisam Safie at 4560 Belt Line Road, Suite 350, Addison, Texas 75001 and (972) 239-3034.

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 inform your decision. More information on franchising, such as “*A Consumer’s Guide to Buying a Franchise*,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at

www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 30, 2023

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 F and G.
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 Nothing Bundt Cakes Bakery 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 franchise have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends that 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 Development Rights Rider require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Texas. 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 Texas than in your own states.
2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **Sales Performance Required**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
4. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
5. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's 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.

THIS MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN

**ADDENDUM TO NBC FRANCHISOR LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MICHIGAN**

NOTICE

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

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

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchise unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation or endorsement by the attorney general.

Any questions regarding the notice should be directed to the Michigan Department of Attorney General, 670 Law Building, Lansing, MI 48913, (517) 373-7117.

Note: Notwithstanding paragraph (f) above, we intend to, and you agree that we and you will, enforce fully the provisions of the arbitration section of our agreements. We believe that paragraph (f) is unconstitutional and cannot preclude us from enforcing the arbitration provisions.

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

The franchisor is NBC Franchisor LLC, d/b/a Nothing Bundt Cakes (“we,” “us,” or “our”). “You” means the person to whom we grant a franchise and, if applicable, development rights. If you are a corporation, partnership, limited liability company, or other entity, “you” includes your owners and principals.

Franchisor

We are a Delaware limited liability company organized on June 14, 2021. Our principal business address is 4560 Belt Line Road, Suite 350, Addison, Texas 75001. We only do business under our corporate name, NBC Franchisor LLC and the trademark “Nothing Bundt Cakes”. We do not and have not engaged in any other line of business. We do not operate businesses of the type being offered under this disclosure document; however, certain of our affiliates do. We began offering Nothing Bundt Cakes bakery franchises (“**Bakeries**”) in August 2021 following the closing of the Securitization Transaction described below. Our list of agents for service of process is attached as Exhibit A to this disclosure document.

Predecessors

Our immediate predecessor and our affiliate is Nothing Bundt Franchising LLC, a Nevada limited liability company formed on May 22, 2006 (“**NBC**”). Its principal business address is 4560 Belt Line Road, Suite 350, Addison, Texas 75001. NBC offered Nothing Bundt Cakes franchises from on or about May 2006 to August 2021. NBC has never offered franchises in any other line of business. NBC has not and does not engage in any other business activities. NBC has not operated businesses of the type being offered under this disclosure document; however, certain of its affiliates have. NBC had one predecessor, Nothing Bundt Franchising, Inc., a Nevada corporation formed on October 27, 2005, and dissolved on May 22, 2006. The principal business address of Nothing Bundt Franchising, Inc., was 6380 S. Valley View Boulevard, Las Vegas Nevada 89118. NBC provides support and services to our franchisees under a management agreement described below.

Parents

We are a direct subsidiary of NBC Funding LLC (“**NBC Funding**”), a Delaware limited liability. NBC Funding is a direct subsidiary of NBC SPV Guarantor, a Delaware limited liability company (“**NBC Guarantor**”). NBC Guarantor is a direct subsidiary of NBC Intermediate LLC, a Delaware limited liability company (“**NBC Intermediate**”). NBC Intermediate is a direct subsidiary of NBC Holdings, LLC, a Nevada limited liability company and our ultimate parent company (“**NBC Holdings**”). The principal business address of each of NBC Funding, NBC Guarantor, NBC Intermediate and NBC Holdings is 4560 Belt Line Road, Suite 350, Addison, Texas 75001. NBC Holdings is owned by private equity funds managed by Roark Capital Management LLC, an Atlanta-based private equity firm. The private equity funds became the owner of NBC Holdings pursuant to a transaction that closed on May 14, 2021.

Affiliates

Our affiliate, NBC Distribution Holder LLC, a Delaware limited liability company (“**NBC Distribution**”), located at 4045 South Buffalo, Suite A101-230, Las Vegas, Nevada 89147, is a designated supplier of certain ingredients and materials necessary to produce Products. NBC Distribution was formed in connection with the Securitization Transaction. Prior to the Securitization Transaction, Shipp Distribution, LLC (“**Shipp Distribution**”), a Nevada limited liability company formed March 7, 2006 and located at 4045 South Buffalo, Suite A101-230, Las Vegas, NV 89147, was the designated supplier of such

ingredients and materials. Neither NBC Distribution nor Shipp Distribution owns or owned or operates or operated a business of the type being franchised and has never offered franchises in this or any other line of business.

Our affiliate, NBC Bakery Holder LLC, a Delaware limited liability company (“**Bakery Holdco**”), located at 4560 Belt Line Road, Suite 350, Addison, Texas 75001, owns and operates affiliate-owned Bakeries. Bakery Holdco was formed in connection with the Securitization Transaction. Prior to the Securitization Transaction, affiliates of NBC owned and operated the affiliate-owned Bakeries identified in Item 20. Neither Bakery Holdco nor such affiliates have ever offered franchises in this or any other line of business.

Our affiliate, GiftingU, Inc. (“**GiftingU**”), is an Arizona corporation with an address at 4560 Belt Line Road, Suite 350, Addison, Texas 75001. GiftingU processes gift card sales and manages reimbursement of redeemed gift cards sold through the national site and which are redeemed at System Bakeries. GiftingU has never operated a business of the type being franchised and has never offered franchises in this or any other line of business.

Except as stated above, neither we nor our parents, affiliates or subsidiaries offer, nor have we or they ever offered, franchises in this or any other line of business and neither we nor they have engaged in any other business activities.

The Securitization Transaction

As a result of a secured financing transaction which closed in July 2021 (the “**Securitization Transaction**”), NBC Holdings and its affiliates were restructured. As part of the restructuring, we became the franchisor of all existing and future Nothing Bundt Cakes Franchise Agreements, Development Rights Riders and related agreements. Ownership and control of all U.S. trademarks and certain intellectual property relating to the operation of Nothing Bundt Cakes Bakeries were also transferred to us.

We became a party to a management agreement with NBC for NBC, the former franchisor of Nothing Bundt Cakes franchises, to provide the required support and services to Nothing Bundt Cakes franchisees under their Franchise Agreements and Development Rights Riders. NBC also acts as our franchise sales agent. However, as the franchisor, we will be responsible and accountable to you to make sure that all services we promise to perform under the Franchise Agreement, Development Rights Rider or other agreement you may sign with us are performed in compliance with the applicable agreement, regardless of who performs these services on our behalf. NBC Holdings and its affiliates may engage in other secured financing transactions in the future.

The Franchise Offered

Each Bakery offers, sells, and delivers specialty bundt cakes and other food items, and retail merchandise (the “**Products**”) to customers (“**Guests**”) using our proprietary System, the characteristics of which include: (a) proprietary recipes and methods for preparing, decorating, and presenting specialty bundt cakes and other baked goods (the “**Proprietary Recipes**”); (b) specifications for Bakery furniture, fixtures, equipment and interior and exterior design; (c) an online order fulfillment system <http://www.nothingbundtcakes.com> (our “**Website**”); (d) sales techniques; (e) merchandising, marketing, advertising and inventory management systems; and (f) other general procedures for operating and managing a Bakery (the “**System**”).

We identify the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the “Nothing Bundt Cakes®” mark, distinctive

trade dress, and such other trade names, trademarks, and service marks as we now or in the future may designate in writing for use in connection with the System (the “**Marks**”). We continue to develop, use, and control the use of the Marks in order to identify for the public the source of products and services marketed under the System, and to represent the System's high standards of quality, appearance, and service. We reserve the right to create and develop private label products, including cake mixes, gift packages, and related items under the Marks (“**Proprietary Products**”).

Development Rights

In addition to our single unit offering, we grant qualified individuals the right to own and operate multiple Bakeries in a designated area through an “Development Rights Rider” to the Franchise Agreement for a reduced initial franchise fee per Bakery. A copy of our Development Rights Rider is attached as Exhibit C to this disclosure document. You must sign our then-current form of Franchise Agreement for each Bakery developed under the Development Rights Rider, the terms of which may be materially different than the terms of the franchise agreement attached to this disclosure document as Exhibit B.

The E-Commerce Program

If you are compliant with the terms and conditions of your Franchise Agreement, you can and must participate in our E-Commerce Program, through which you will fulfill online orders placed by Guests on our Website, and other third-party platforms for pickup, delivery, or shipping. See Item 11 for additional details regarding our E-Commerce Program.

Affiliated Franchise Programs

Through control with private equity funds managed by Roark Capital Management, LLC, we are affiliated with the following franchise programs (“**Affiliated Programs**”). None of these affiliates operate a Nothing Bundt Cakes franchise.

Focus Brands Inc. (“**Focus Brands**”) is the indirect parent company to seven franchisors, including: Auntie Anne’s Franchisor SPV LLC (“**Auntie Anne’s**”), Carvel Franchisor SPV LLC (“**Carvel**”), Cinnabon Franchisor SPV LLC (“**Cinnabon**”), Jamba Juice Franchisor SPV LLC (“**Jamba**”), McAlister’s Franchisor SPV LLC (“**McAlister’s**”), Moe’s Franchisor SPV LLC (“**Moe’s**”), and Schlotzsky’s Franchisor SPV LLC (“**Schlotzsky’s**”). All seven Focus Brands franchisors have a principal place of business at 5620 Glenridge Drive NE, Atlanta, GA 30342 and have not offered franchises in any other line of business.

Auntie Anne’s franchises Auntie Anne’s[®] shops that offer soft pretzels, lemonade, frozen drinks and related foods and beverages. In November 2010, the Auntie Anne’s system became affiliated with Focus Brands through an acquisition. Auntie Anne’s predecessor began offering franchises in January 1991. As of December 31, 2022, there were approximately 1,135 franchised facilities and 11 affiliate-owned facilities in the United States and approximately 775 franchised facilities operating outside the United States.

Carvel franchises Carvel[®] ice cream shoppes and is a leading retailer of branded ice cream cakes in the United States and a producer of premium soft-serve ice cream. The Carvel system became an Affiliated Program in October 2001 and became affiliated with Focus Brands in November 2004. Carvel’s predecessor began franchising retail ice cream shoppes in 1947. As of December 31, 2022, there were 326 domestic retail shoppes (including 1 shoppe co-branded in a Schlotzsky’s restaurant operated by our affiliate), 30 international retail shoppes, and 2 foodservice locations operated by independent third parties that offer Carvel[®] ice cream and frozen desserts including cakes and ice cream novelties.

Cinnabon franchises Cinnabon® bakeries that feature oven-hot cinnamon rolls, as well as other baked treats and specialty beverages. It also licenses independent third parties to operate domestic and international franchised Cinnabon® bakeries and Seattle's Best Coffee® franchises on military bases in the United States and in certain international countries, and to use the Cinnabon trademarks on products dissimilar to those offered in Cinnabon bakeries. In November 2004, the Cinnabon system became affiliated with Focus Brands through an acquisition. Cinnabon's predecessor began franchising in 1990. As of December 31, 2022, franchisees operated 950 Cinnabon retail outlets in the United States and 918 Cinnabon retail outlets outside the United States and 178 Seattle's Best Coffee units outside the United States.

Jamba franchises Jamba® stores that feature a wide variety of fresh blended-to-order smoothies and other cold or hot beverages and offer fresh squeezed juices and portable food items to customers who come for snacks and light meals. Jamba has offered JAMBA® franchises since October 2018. In October 2018, Jamba became affiliated with Focus Brands through an acquisition. Jamba's predecessor began franchising in 1991. As of December 31, 2022, there were approximately 735 Jamba franchised stores and 3 affiliate-owned Jamba stores in the United States and 54 franchised Jamba stores outside the United States.

McAlister's franchises McAlister's Deli® restaurants which offer a line of deli foods, including hot and cold deli sandwiches, baked potatoes, salads, soups, desserts, iced tea and other food and beverage products. The McAlister's system became an Affiliated Program through an acquisition in July 2005 and became affiliated with Focus Brands in October 2013. McAlister's or its predecessor have been franchising since 1999. As of December 31, 2022, there were 492 domestic franchised McAlister's restaurants and 32 affiliate-owned restaurants operating in the United States.

Moe's franchises Moe's Southwest Grill® fast casual restaurants which feature fresh-mex and southwestern food. In August 2007, the Moe's system became affiliated with Focus Brands through an acquisition. Moe's predecessor began offering Moe's Southwest Grill franchises in 2001. As of December 31, 2022, there were 636 franchised Moe's Southwest Grill restaurants operating in the United States and 1 franchised restaurant operating outside the United States.

Schlotzsky's franchises Schlotzsky's® quick-casual restaurants which feature sandwiches, pizza, soups, and salads. Schlotzsky's signature items are its "fresh-from-scratch" sandwich buns and pizza crusts that are baked on-site every day. In November 2006, the Schlotzsky's system became affiliated with Focus Brands through an acquisition. Schlotzsky's restaurant franchises have been offered since 1976. As of December 31, 2022, there were 299 franchised Schlotzsky's restaurants and 27 affiliate-owned restaurants operating in the United States.

Inspire Brands ("Inspire Brands") is a global multi-brand restaurant company, launched in February 2018 upon completion of the merger of the Arby's and Buffalo Wild Wings brands. Inspire Brands is a parent company to six franchisors offering and selling franchises in the United States, including: Arby's Franchisor, LLC ("Arby's"), Baskin-Robbins Franchising LLC ("Baskin-Robbins"), Buffalo Wild Wings International, Inc. ("Buffalo Wild Wings"), Dunkin' Donuts Franchising LLC ("Dunkin'"), Jimmy John's Franchisor SPV, LLC ("Jimmy John's"), and Sonic Franchising LLC ("Sonic"). Inspire Brands is also a parent company to the following franchisors offering and selling franchises internationally: Inspire International, Inc. ("Inspire International"), DB Canadian Franchising ULC ("DB Canada"), DDBR International LLC ("DB China"), DD Brasil Franchising Ltda. ("DB Brasil"), DB Mexican Franchising LLC ("DB Mexico"), and BR UK Franchising LLC ("BR UK"). All of Inspire Brands' franchisors have a principal place of business at Three Glenlake Parkway NE, Atlanta, Georgia 30328 and, other than as described below for Arby's, have not offered franchises in any other line of business.

Arby's is a franchisor of quick-serve restaurants operating under the Arby's® trade name and business system that feature slow-roasted, freshly sliced roasted beef and other deli-style sandwiches. In July 2011, Arby's became an Affiliated Program through an acquisition. Arby's has been franchising since 1965. As of January 1, 2023, there were approximately 3,415 Arby's restaurants operating in the United States (2,305 franchised and 1,110 company-owned), and 174 franchised Arby's restaurants operating internationally. Predecessors and former affiliates of Arby's have, in the past, offered franchises for other restaurant concepts including T.J. Cinnamons® stores that served gourmet baked goods. All of the T.J. Cinnamons locations have closed.

Buffalo Wild Wings is a franchisor of sports entertainment-oriented casual sports bars that feature chicken wings, sandwiches, and other products, alcoholic and other beverages, and related services under Buffalo Wild Wings® name ("**Buffalo Wild Wings Sports Bars**") and restaurants that feature chicken wings and other food and beverage products primarily for off-premises consumption under the Buffalo Wild Wings GO name ("**BWW-GO Restaurants**"). Buffalo Wild Wings has offered franchises for Buffalo Wild Wings Sports Bars since April 1991 and for BWW-GO Restaurants since December 2020. As of January 1, 2023, there were 1,189 Buffalo Wild Wings Sports Bars operating in the United States (530 franchised and 659 company-owned) and 75 Buffalo Wild Wings or B-Dubs restaurants operating outside the United States (63 franchised and 12 company-owned). As of January 1, 2023, there were 41 BWW-GO Restaurants operating in the United States (4 franchised and 37 company-owned).

Sonic is the franchisor of Sonic Drive-In® restaurants, which serve hot dogs, hamburgers and other sandwiches, tater tots and other sides, a full breakfast menu and frozen treats and other drinks. Sonic became an Affiliated Program through an acquisition in December 2018. Sonic has offered franchises for Sonic restaurants since May 2011. As of January 1, 2023, there were 3,546 Sonic Drive-Ins (3,221 franchised and 325 company-owned) in operation.

Jimmy John's is a franchisor of restaurants operating under the Jimmy John's® trade name and business system that feature high-quality deli sandwiches, fresh baked breads, and other food and beverage products. Jimmy John's became an Affiliated Program through an acquisition in October 2016 and became part of Inspire Brands by merger in 2019. Jimmy John's and its predecessor have been franchising since 1993 and, as of January 1, 2023, had 2,637 restaurants operating in the United States (2,597 franchised and 40 affiliate-owned).

Dunkin' is a franchisor of Dunkin'® restaurants that offer doughnuts, coffee, espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and beverages. Dunkin' became an Affiliated Program through an acquisition in December 2020. Dunkin' has offered franchises in the United States and certain international markets for Dunkin' restaurants since March 2006. As of January 1, 2023, there were 8,087 single-branded franchised Dunkin' restaurants operating in the United States and an additional 3,872 operating in 37 countries.

Baskin-Robbins franchises Baskin-Robbins® restaurants that offer ice cream, ice cream cakes and related frozen products, beverages and other products and services. Baskin-Robbins became an Affiliated Program through an acquisition in December 2020. Baskin-Robbins has offered franchises in the United States and certain international markets for Baskin-Robbins restaurants since March 2006. As of January 1, 2023, there were 1,001 single-branded franchised Baskin-Robbins restaurants in the United States and an additional 5,349 operating internationally in 37 countries and Puerto Rico. As of January 1, 2023, there were 1,252 Dunkin' and Baskin-Robbins combo restaurants in the United States.

Inspire International has, directly or through its predecessors, offered and sold franchises for the following brands: Arby's restaurants (since May 2016), Buffalo Wild Wings sports bars (since October 2019), Jimmy John's restaurants (since November 2022), and Sonic restaurants outside the United States

(since November 2019). **DB Canada** was formed in May 2006 and has, directly or through its predecessors, offered and sold Baskin-Robbins franchises in Canada since January 1972. **DB China** has offered and sold Baskin-Robbins franchises in China since its formation in March 2006. **DB Brasil** has offered and sold Dunkin' and Baskin-Robbins franchises in Brazil since its formation in May 2014. **DB Mexico** has offered and sold Dunkin' franchises in Mexico since its formation in October 2006. **BR UK** has offered and sold Baskin-Robbins franchises in the UK since its formation in December 2014. The restaurants franchised by the international franchisors are included in the brand-specific disclosures above.

Primrose School Franchising SPE, LLC ("Primrose") is a franchisor that offers franchises for the establishment, development and operation of educational childcare facilities serving families with children from 6 weeks to 12 years old operating under the Primrose® name. Primrose's principal place of business is 3200 Windy Hill Road SE, Suite 1200E, Atlanta GA 30339. Primrose became an Affiliated Program through an acquisition in June 2008. Primrose and its affiliates have been franchising since 1988 and as of December 31, 2022, had 483 franchised facilities. Primrose has not offered franchises in any other line of business.

ME SPE Franchising, LLC ("Massage Envy") is a franchisor of businesses that offers professional therapeutic massage services, facial services and related goods and services under the name "Massage Envy®" since 2019. Massage Envy's principal place of business is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260. Massage Envy's predecessor began operation in 2003, commenced franchising in 2010, and became an Affiliated Program through an acquisition in 2012. As of December 31, 2022, there were 1,083 Massage Envy locations operating in the United States, including 1073 operated as total body care Massage Envy businesses and 10 operated as traditional Massage Envy businesses. Additionally, Massage Envy's predecessor previously sold franchises for regional developers, who acquired a license for a defined region in which they were required to open and operate a designated number of Massage Envy locations either by themselves or through franchisees that they would solicit. As of December 31, 2022, there were 10 regional developers operating 12 regions in the United States. Massage Envy has not offered franchises in any other line of business.

CKE Inc. ("CKE"), through two indirect wholly-owned subsidiaries (Carl's Jr. Restaurants LLC and Hardee's Restaurants LLC), owns, operates and franchises quick serve restaurants operating under the Carl's Jr.® and Hardee's® trade names and business systems. Carl's Jr. restaurants and Hardee's restaurants offer a limited menu of breakfast, lunch and dinner products featuring charbroiled 100% Black Angus Thickburger® sandwiches, Hand-Breaded Chicken Tenders, Made from Scratch Biscuits and other related quick serve menu items. A small number of Hardee's Restaurants offer Green Burrito® Mexican food products through a Dual Concept Restaurant. A small number of Carl's Jr. Restaurants offer Red Burrito® Mexican food products through a Dual Concept Restaurant. CKE Inc.'s principal place of business is 6700 Tower Circle, Suite 1000, Franklin, Tennessee. In December 2013, CKE Inc. became an Affiliated Program through an acquisition. Hardee's restaurants have been franchised since 1961. As of January 30, 2023, there were 195 company-operated Hardee's restaurants, including 4 Hardee's/Red Burrito Dual Concept restaurants, and there were 1,512 domestic franchised Hardee's restaurants, including 146 Hardee's/Red Burrito Dual Concept restaurants. Additionally, there were 429 franchised Hardee's restaurants operating outside the United States. Carl's Jr. restaurants have been franchised since 1984. As of January 30, 2023, there were 48 company-operated Carl's Jr. restaurants, and there were 1,020 domestic franchised Carl's Jr. restaurants, including 266 Carl's Jr./Green Burrito Dual Concept restaurants. In addition, there were 620 franchised Carl's Jr. restaurants operating outside the United States. Neither CKE nor its subsidiaries that operate the above-described franchise systems have offered franchises in any other line of business.

Driven Holdings, LLC ("Driven Holdings") is the indirect parent company to 10 franchisors, including Meineke Franchisor SPV LLC ("**Meineke**"), Maaco Franchisor SPV LLC ("**Maaco**"), Drive N

Style Franchisor SPV LLC (“**DNS**”), Merlin Franchisor SPV LLC (“**Merlin**”), Econo Lube Franchisor SPV LLC (“**Econo Lube**”), 1-800-Radiator Franchisor SPV LLC (“**1-800-Radiator**”), CARSTAR Franchisor SPV LLC (“**CARSTAR**”), Take 5 Franchisor SPV LLC (“**Take 5**”), ABRA Franchisor SPV LLC (“**ABRA**”) and FUSA Franchisor SPV LLC (“**FUSA**”). In April 2015, Driven Holdings and its franchised brands at the time (Meineke, Maaco, DNS, Merlin and Econo Lube) became Affiliated Programs through an acquisition. Subsequently, through acquisitions in June 2015, October 2015, March 2016, September 2019, and April 2020, respectively, the 1-800-Radiator, CARSTAR, Take 5, ABRA and FUSA brands became Affiliated Programs. The principal business address of Meineke, Maaco, DNS, Econo Lube, Merlin, CARSTAR, Take 5, ABRA and FUSA is 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. 1-800-Radiator’s principal business address is 4401 Park Road, Benicia, California 94510. All 10 franchisors have not offered franchises in any other line of business.

Meineke franchises automotive centers which offer to the general public automotive repair and maintenance services that it authorizes periodically. These services currently include repair and replacement of exhaust system components, brake system components, steering and suspension components (including alignment), belts (V and serpentine), cooling system service, CV joints and boots, wiper blades, universal joints, lift supports, motor and transmission mounts, trailer hitches, air conditioning, state inspections, tire sales, tune ups and related services, transmission fluid changes and batteries. Meineke and its predecessors have offered Meineke center franchises since September 1972, and Meineke’s affiliate has owned and operated Meineke centers on and off since March 1991. As of December 31, 2022, there were 703 Meineke centers, 22 Meineke centers co-branded with Econo Lube, and no company-owned Meineke centers or company-owned Meineke centers co-branded with Econo Lube operating in the United States.

Maaco and its predecessors have offered Maaco center franchises since February 1972 providing automotive collision and paint refinishing. As of December 31, 2022, there were 397 franchised Maaco centers and no company-owned Maaco centers in the United States.

DNS is the franchisor of 3 franchise systems: Drive N Style® franchises, AutoQual® franchises and Aero Colours® franchises. DNS and its predecessors have offered Drive N Style franchises since October 2006. A Drive N Style business offers both interior and exterior reconditioning and maintenance services, exterior paint repair and refinishing services and interior and exterior protection services for consumer vehicles. As of December 31, 2022, there were 30 Drive N Style franchises and no company-owned Drive N Style businesses in the United States. DNS and its predecessors have offered AutoQual franchises since February 2008. AutoQual businesses offer various services relating to the interior of automotive vehicles, including, among other things, cleaning, deodorizing, dyeing, and masking of carpets, seats, and trim. As of December 31, 2022, there were 5 AutoQual franchises and no company-owned AutoQual businesses in the United States. DNS and its predecessors have offered Aero Colours franchises since 1998. Aero Colours businesses offer various services related to the exterior of automotive vehicles, including paint touch-up, repair and refinishing that is performed primarily on cars at automobile dealerships or at the customer’s home or place of business. As of December 31, 2022, there was 1 Aero Colours franchise and no company-owned Aero Colours businesses in the United States.

Merlin franchises shops which provide automotive repair services specializing in vehicle longevity, including the repair and replacement of automotive exhaust, brake parts, ride and steering control system and tires. Merlin and its predecessors offered franchises from July 1990 to February 2006 under the name “Merlin Muffler and Brake Shops,” and have offered franchises under the name “Merlin Shops” since February 2006. As of December 31, 2022, there were 24 Merlin franchises and no company-owned Merlin shops located in the United States.

Econo Lube offers franchises that provide oil change services and other automotive services including brakes, but not including exhaust systems. Econo Lube’s predecessor began offering franchises in 1980 under the name “Muffler Crafters” and began offering franchises under the name “Econo Lube N’ Tune” in 1985. As of December 31, 2022, there were 10 Econo Lube N’ Tune franchises and 12 Econo Lube N’ Tune franchises co-branded with Meineke centers in the United States, which are predominately in the western part of the United States, including California, Arizona, and Texas, and no company-owned Econo Lube N’ Tune locations in the United States.

1-800-Radiator franchises distribution warehouses selling radiators, condensers, air conditioning compressors, fan assemblies and other automotive parts to automotive shops, chain accounts and retail consumers. 1-800-Radiator and its predecessor have offered 1-800-Radiator franchises since 2004. As of December 31, 2022, there were 196 1-800-Radiator franchises in operation in the United States. 1-800-Radiator’s affiliate has owned and operated 1-800-Radiator warehouses since 2001 and, as of December 31, 2022, owned and operated 1 1-800-Radiator warehouse in the United States.

CARSTAR offers franchises for full-service automobile collision repair facilities providing repair and repainting services for automobiles and trucks that suffered damage in collisions. CARSTAR’s business model focuses on insurance-related collision repair work arising out of relationships it has established with insurance company providers. CARSTAR and its affiliates first offered conversion franchises to existing automobile collision repair facilities in August 1989 and began offering franchises for new automobile repair facilities in October 1995. As of December 31, 2022, there were 445 franchised CARSTAR facilities and no company-owned facilities operating in the United States.

Take 5 franchises motor vehicle centers that offer quick service, customer-oriented oil changes, lubrication and related motor vehicle services and products. Take 5 commenced offering franchises in March 2017, although the Take 5 concept started in 1984 in Metairie, Louisiana. As of December 31, 2022, there were 228 franchised Take 5 outlets operating in the United States. An affiliate of Take 5 currently operates approximately 575 Take 5 outlets and outlets that operate under other brands, many of which may be converted to the Take 5 brand and operating platform in the future.

ABRA franchises repair and refinishing centers that offer high quality auto body repair and refinishing and auto glass repair and replacement services at competitive prices. ABRA and its predecessor have offered ABRA franchises since 1987. As of December 31, 2022, there were 58 franchised ABRA repair centers and no company-owned repair centers operating in the United States.

FUSA franchises collision repair shops specializing in auto body repair work and after-collision services. FUSA has offered Fix Auto shop franchises since July 2020, although its predecessors have offered franchise and license arrangements for Fix Auto shops on and off from April 1998 to June 2020. As of December 31, 2022, there were 180 franchised Fix Auto repair shops operating in the United States, 9 of which are operated by FUSA’s affiliate pursuant to a franchise agreement with FUSA.

Driven Holdings is also the indirect parent company to the following franchisors that offer franchises in Canada: (1) **Meineke Canada SPV LP** and its predecessors have offered Meineke center franchises in Canada since August 2004; (2) **Maaco Canada SPV LP** and its predecessors have offered Maaco center franchises in Canada since 1983; (3) **1-800-Radiator Canada, Co.** has offered 1-800-Radiator warehouse franchises in Canada since April 2007; (4) **Carstar Canada SPV LP** and its predecessors have offered CARSTAR franchises in Canada since September 2000; (5) **Take 5 Canada SPV LP** and its predecessor have offered Take 5 franchises in Canada since November 2019; (6) **Driven Brands Canada Funding Corporation** and its predecessors have offered UniglassPlus and Uniglass Express franchises in Canada since 1985 and 2015, respectively, Vitro Plus and Vitro Express franchises in Canada since 2002, and Docteur du Pare Brise franchises in Canada since 1998; (7) **Go Glass Franchisor**

SPV LP and its predecessors have offered Go! Glass & Accessories franchises since 2006 and Go! Glass franchises since 2017 in Canada; and (8) **Star Auto Glass Franchisor SPV LP** and its predecessors have offered Star Auto Glass franchises in Canada since approximately 2012. These franchisors have not offered franchises in any other line of business.

As of December 31, 2022, there were: (i) 25 franchised Meineke centers and no company-owned Meineke centers in Canada; (ii) 21 franchised Maaco centers and no company-owned Maaco centers in Canada; (iii) 8 1-800-Radiator franchises and no company-owned 1-800-Radiator locations in Canada; (iv) 319 franchised CARSTAR facilities and no company-owned CARSTAR facilities in Canada; (v) 30 franchised Take 5 outlets and 7 company-owned Take 5 outlets in Canada; (vi) 38 franchised UniglassPlus businesses, 31 franchised UniglassPlus/Ziebart businesses, and no franchised Uniglass Express businesses in Canada, and 4 company-owned UniglassPlus businesses and 1 company-owned UniglassPlus/Ziebart business in Canada; (vii) 7 franchised VitroPlus businesses, 62 franchised VitroPlus/Ziebart businesses, and 4 franchised Vitro Express businesses in Canada, and 4 company-owned VitroPlus businesses and no company-owned VitroPlus/Ziebart businesses in Canada; (viii) 33 franchised Docteur du Pare Brise businesses and no company-owned Docteur du Pare Brise businesses in Canada; (ix) 10 franchised Go! Glass & Accessories businesses and 1 franchised Go! Glass business in Canada, and 8 company-owned Go! Glass & Accessories businesses and no company-owned Go! Glass businesses in Canada; and (x) 8 franchised Star Auto Glass businesses and no company-owned Star Auto Glass businesses in Canada

ServiceMaster Systems LLC is the direct parent company to five franchisors operating in the United States: Merry Maids SPE LLC (“**Merry Maids**”), ServiceMaster Clean/Restore SPE LLC (“**ServiceMaster**”) and Two Men and a Truck SPE LLC (“**Two Men and a Truck**”). AmeriSpec, Furniture Medic, Merry Maids, and ServiceMaster became Affiliated Programs through an acquisition in December 2020. Two Men and a Truck became an Affiliated Program through an acquisition on August 3, 2021. The three franchisors have a principal place of business at One Glenlake Parkway, Suite 1400, Atlanta, Georgia 30328 and have never offered franchises in any other line of business.

Merry Maids franchises residential house cleaning businesses under the Merry Maids® mark. Merry Maids’ predecessor began business and started offering franchises in 1980. As of December 31, 2022, Merry Maids had 967 franchises in the United States.

ServiceMaster franchises (i) businesses that provide disaster restoration and heavy-duty cleaning services to residential and commercial customers under the ServiceMaster Restore® mark and (ii) businesses that provide contracted janitorial services and other cleaning and maintenance services under the ServiceMaster Clean® mark. ServiceMaster’s predecessor began offering franchises in 1952. As of December 31, 2022, ServiceMaster had operating in the United States 671 ServiceMaster Clean franchises and 2,157 ServiceMaster Restore franchises operating in the United States.

Two Men and a Truck franchises (i) businesses that provide moving services and related products and services, including packing, unpacking and the sale of boxes and packing materials under the Two Men and a Truck® mark and (ii) businesses that provide junk removal services under the Two Men and a Junk Truck™ mark. Two Men and a Truck’s predecessor began offering moving franchises in February 1989. Two Men and a Truck began offering Two Men and a Junk Truck franchises in 2023. As of December 31, 2022, there were 293 Two Men and a Truck franchises and 3 company-owned locations operating in the United States. As of December 31, 2022, there were no Two Men and a Junk Truck franchises or company-owned locations in operation.

Affiliates of ServiceMaster Systems LLC also offer franchises for operation outside the United States. Specifically, **ServiceMaster of Canada Limited** offers franchises in Canada, **ServiceMaster**

Limited offers franchises in Great Britain and **Two Men and a Truck** offers franchises in Canada, Ireland and the United States.

Mathnasium Center Licensing, LLC (“**Mathnasium**”) franchises learning centers that provide math instruction using the Mathnasium® system of learning. Mathnasium began offering franchises in late 2003. Mathnasium became an Affiliated Program through an acquisition in November 2021. Mathnasium has a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056. As of December 31, 2022, there were 955 Mathnasium franchises in the United States and its parent company operated 3 Mathnasium centers in the United States. Mathnasium has never offered franchises in any other line of business. Affiliates of Mathnasium Center Licensing, LLC also offer franchises for operation outside the United States.

Mathnasium Center Licensing Canada, Inc. has offered franchises for Mathnasium centers in Canada since May 2014. As of December 31, 2022, there were 88 franchised Mathnasium centers in Canada. **Mathnasium International Franchising, LLC** has offered franchises outside the United States and Canada since May 2015. As of December 31, 2022, there were 65 franchised Mathnasium centers outside the United States and Canada. Mathnasium Center Licensing, LLC, Mathnasium Center Licensing Canada, Inc. and Mathnasium International Franchising, LLC have a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056 and none of them has ever offered franchises in any other line of business.

i9 Sports, LLC (“**i9**”) franchises businesses that operate, market, sell and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products and related services under the i9 Sports® mark. i9 began offering franchises in November 2003. i9 became an Affiliated Program through an acquisition in September 2021. i9 has a principal place of business at 9410 Camden Field Parkway, Riverview, Florida 33578. As of December 31, 2022, there were 218 i9 Sports franchises and one company-owned location. i9 has never offered franchises in any other line of business.

SafeSplash Brands, LLC (also known as “**Streamline Brands**”) offers franchises under the SafeSplash Swim School® brand and operates under the SwimLabs® and Swimtastic® brands, all of which provide “learn to swim” programs for children and adults, birthday parties, summer camps, other swimming-related activities. Streamline Brands has offered swim school franchises under the SafeSplash Swim School brand since August 2014. Streamline Brands offered franchises under the Swimtastic brand since August 2015 through March 2023 and under the SwimLabs brand from February 2017 through March 2023. Streamline Brands became an Affiliated Program through an acquisition in June 2022 and has a principal place of business at 12240 Lioness Way, Parker, Colorado 80134. As of December 31, 2022, there were 110 franchised and company-owned SafeSplash Swim School outlets (included 12 outlets that are dual-branded with SwimLabs), 11 franchised and licensed SwimLabs swim schools, 11 franchised Swimtastic swim schools and one dual-branded Swimtastic and SwimLabs swim school operating in the United States. Streamline Brands has never offered franchises in any other line of business.

None of the affiliated franchisors are obligated to provide products or services to you; however, you may purchase products or services from these franchisors if you choose to do so.

Except as described above, we have no other parents, predecessors or affiliates that must be included in this Item.

Market and Competition

Your Bakery will offer Products to the general public throughout the year and compete with traditional bakeries, dessert bakeries, caterers and gift businesses. The market for cakes is well developed

and competitive. You will serve the general public and will compete with a variety of businesses, from locally owned bakeries to national and chain businesses.

Industry Regulations

You must comply with all local, state, and federal laws that apply to your Bakery's operations, including health, food handling, sanitation, nutrition, calorie content and other federal, state and local regulations that apply to the restaurant industry generally. You will also be subject to laws or regulations that are not specific to the restaurant industry, but applicable to businesses in general, including zoning laws, labor and employment laws and the Fair Labor Standards Act, workers' compensation laws, business licensing laws, tax regulations, the Americans with Disabilities Act, the Affordable Care Act, anti-terrorism and anti-corruption laws (such as the Patriot Act and the Foreign Corrupt Practices Act), and data protection and privacy laws (such as credit card protection under the U.S. Fair and Accurate Credit Transactions Act, or "FACTA"). If applicable to your Bakery, the Americans with Disability Act requires readily accessible accommodation for disabled persons and therefore may affect your building construction, site elements, entrance ramps, doors, bathrooms, drinking facilities, etc. You must obtain any applicable real estate permits (e.g., zoning), real estate licenses, and operational licenses. You should consult with your attorney concerning those and other local laws and ordinances that may affect the operation of your Bakery. You should investigate these laws that may apply to the restaurant industry and to all businesses in general.

ITEM 2 **BUSINESS EXPERIENCE**

Chief Executive Officer: Sarah Spiegel

Ms. Spiegel has served as our Chief Executive Officer on an interim basis since January 2023. Since October 2019, Ms. Spiegel has served as a Managing Director at Roark Capital Group, an Atlanta-based private equity company. From July 2017 to September 2018, Ms. Spiegel served as President and Chief Executive Officer of Coffee and Bagel Brands and as Chief Operating Officer from November 2016 to June 2017 in Denver, Colorado. Ms. Spiegel serves in her present capacities as Chief Executive Officer in Denver, Colorado and Addison, Texas.

Chief Financial Officer: Jennifer Ellis

Ms. Ellis has served as our Chief Financial Officer since August 2022. Prior to joining us, Ms. Ellis was employed by Sally Beauty Holdings in Denton, Texas serving as Group Vice President, Finance from August 2020 until June 2022, and Group Vice President, Full-Service Division from June 2022 until August 2022. From March 2020 until August 2020, she served as Senior Vice President, Divisional CFO at Signet Jewelers in Coppell, Texas. From October 2015 until March 2020, Ms. Ellis served in a variety of leadership roles at Chico's FAS, Inc in Fort Myers, Florida including Interim CFO, Senior Vice President, Finance, and Vice President, Financial Planning & Analysis. Ms. Ellis serves in her present capacities in Addison, Texas.

Chief Development Officer: Chris Tarrant

Mr. Tarrant has served as our Chief Development Officer since February 2023. From October 2019 to February 2023, Mr. Tarrant served as Senior Vice President, Store Development for Starbucks Coffee in Seattle, Washington. From October 2016 to September 2019, he served as Vice President, Store Development for Starbucks Coffee Canada in Toronto, Ontario, Canada. Mr. Tarrant serves in his present capacities in Addison, Texas.

Chief Operating Officer: Julie Klinger

Ms. Klinger has served as NBC's Chief Operating Officer since October 2020. From December 2019 to October 2020, she was the President of J. Klinger Advisory Services, LLC of Winter Garden, Florida. From May 2017 until April 2019, she served as the Regional Vice President of Operations and Vice President Human Resources for Darden Concepts, Inc. of Orlando, Florida. Ms. Klinger serves in her present capacities in Orlando, Florida, and Addison, Texas.

Chief Marketing Officer: Angie Eckelkamp

Mrs. Eckelkamp has served as NBC's Chief Marketing Officer since July 2021. From July 2018 to July 2021, Ms. Eckelkamp served as our Vice President of Marketing. From November 2016 to July 2018, Ms. Eckelkamp was NBC's Director of Marketing. Ms. Eckelkamp serves in her present capacities in Addison, Texas.

Chief Information Officer: Andy Giacone

Mr. Giacone has served as our Chief Technology Officer on an interim basis since March 2023. Since February 2023, Mr. Giacone has served as a Principal at Roark Capital Group, an Atlanta-based private equity company. Prior to joining Roark, he was a Managing Director with Accenture and a Partner at Ernst & Young where he worked on Private Equity and Corporate transformations. He was also a member of the management team of a private equity backed business services company. Mr. Giacone serves in his present capacities in Atlanta, Georgia, and Addison, Texas.

Chief Legal Officer: Camille Penniman

Ms. Penniman served as our General Counsel since October 2021, and she was appointed Chief Legal Counsel in April 2023. From December 2020 until September 2021, she served as Senior Vice President of Legal at FleetPride, Inc. in Irving, Texas, and from June 2014 until March 2020 she served as Senior Vice President of Legal at Raising Cane's Chicken Fingers, LLC in Plano, Texas. Ms. Penniman serves in her present capacities in Addison, Texas.

Director of Franchise Development: Wisam Safie

Mr. Safie has served as Director of Franchise Development for NBC since September 2022. From July 2021 to September 2022, Mr. Safie served as Lead Business Development Analyst at Confie Holdings, LLC., California-based P&C Insurance company. From January 2018 to July 2021, Mr. Safie served as a Senior Investment Analyst at Globe Life, Inc. based in McKinney, TX. Mr. Safie serves in his present capacities as Director of Franchise Development in Addison, Texas.

ITEM 3
LITIGATION

Our Disclosures

In the Matter of Nothing Bundt Franchising, LLC, Securities Commissioner of Maryland; Case No. 2021-0013. On March 4, 2021, NBC entered into a consent order with the Maryland Securities Commissioner on account of an October 2020 franchise sale in Maryland when NBC was not effectively registered to sell franchises. In resolving the matter, NBC agreed to offer the franchisee the right to rescind its franchise agreement and to immediately and permanently cease and desist from the offer or sale of franchises in violation of the Maryland Franchise law.

Disclosures Regarding Affiliated Programs

The following affiliates who offer franchises resolved actions brought against them with settlements that involved their becoming subject to currently effective injunctive or restrictive orders or decrees. None of these actions have any impact on us or our brand nor allege any unlawful conduct by us.

The People of the State of California v. Arby's Restaurant Group, Inc. (California Superior Court, Los Angeles County, Case No. 19STCV09397, filed March 19, 2019). On March 11, 2019, our affiliate, Arby's Restaurant Group, Inc. ("**ARG**"), entered into a settlement agreement with the states of California, Illinois, Iowa, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Oregon and Pennsylvania. The Attorneys General in these states sought information from ARG on its use of franchise agreement provisions prohibiting the franchisor and franchisees from soliciting or employing each other's employees. The states alleged that the use of these provisions violated the states' antitrust, unfair competition, unfair or deceptive acts or practices, consumer protection and other state laws. ARG expressly denies these conclusions but decided to enter into the settlement agreement to avoid litigation with the states. Under the settlement agreement, ARG paid no money but agreed (a) to remove the disputed provision from its franchise agreements (which it had already done); (b) not to enforce the disputed provision in existing agreements or to intervene in any action by the Attorneys General if a franchisee seeks to enforce the provision; (c) to seek amendments of the existing franchise agreements in the applicable states to remove the disputed provision from the agreements; and (d) to post a notice and ask franchisees to post a notice to employees about the disputed provision. The applicable states instituted actions in their courts to enforce the settlement agreement through Final Judgments and Orders, Assurances of Discontinuance, Assurances of Voluntary Compliance, and similar methods.

The People of the State of California v. Dunkin' Brands, Inc., (California Superior Court, Los Angeles County, Case No. E25636618, filed on March 19, 2019.) On March 14, 2019, our affiliate, Dunkin Brands, Inc. ("**DBI**"), entered into a settlement agreement with the Attorneys General of 13 states and jurisdictions concerning the inclusion of "no-poaching" provisions in Dunkin' restaurant franchise agreements. The settling states and jurisdictions included California, Illinois, Iowa, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, and the District of Columbia. A small number of franchise agreements in the Dunkin' system prohibit Dunkin' franchisees from hiring the employees of other Dunkin' franchisees and/or DBI's employees. A larger number of franchise agreements in the Dunkin' system contain a no-poaching provision that prevents Dunkin' franchisees and DBI from hiring each other's employees. Under the terms of the settlement, DBI agreed not to enforce either version of the no-poaching provision or assist Dunkin's franchisees in enforcing that provision. In addition, DBI agreed to seek the amendment of 128 franchise agreements that contain a no-poaching provision that bars a franchisee from hiring the employees of another Dunkin' franchisee. The effect of the amendment would be to remove the no-poaching provision. DBI expressly denied in the settlement agreement that it had engaged in any conduct that had violated state or federal law and, furthermore, that the settlement agreement should not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of DBI. The Attorney General of the State of California filed the above-reference lawsuit in order to place the settlement agreement in the public record, and the action was closed after the court approved the parties' stipulation of judgment.

New York v. Dunkin' Brands, Inc. (N.Y. Supreme Court for New York County, Case No. 451787/2019, filed September 26, 2019). In this matter, the N.Y. Attorney General ("**NYAG**") filed a lawsuit against our affiliate, DBI, related to credential-stuffing cyberattacks during 2015 and 2018. The NYAG alleged that the cyber attackers used individuals' credentials obtained from elsewhere on the Internet to gain access to certain information for DD Perks customers and others who had registered a Dunkin' gift card. The NYAG further alleged that DBI failed to adequately notify customers and to adequately investigate and disclose the security breaches, which the NYAG alleged violated the New York

laws concerning data privacy as well as unfair trade practices. On September 21, 2020, without admitting or denying the NYAG's allegations, DBI and the NYAG entered into a consent agreement to resolve the State's complaint. Under the consent order, DBI agreed to pay \$650,000 in penalties and costs, issue certain notices and other types of communications to New York customers, and maintain a comprehensive information security program through September 2026, including precautions and response measures for credential-stuffing attacks.

Except for the matters above, no litigation is required to be disclosed in this Item.

ITEM 4 **BANKRUPTCY**

No bankruptcy information is required to be disclosed in this Item.

ITEM 5 **INITIAL FEES**

Franchise Agreement

You must pay us an initial franchise fee of \$35,000 when you sign a Franchise Agreement (the "**Franchise Fee**"). The Franchise Fee is payable in full and deemed fully earned and non-refundable upon payment. Except as provided in this Item, the Franchise Fee is uniform to all franchisees in our System. We do not offer financing for the Franchise Fee.

Additional Locations for Existing Franchisees

If you are an existing franchise owner and wish to acquire a franchise for another territory, and if you are qualified to purchase an additional franchise, we will reduce the Franchise Fee to \$30,000, which is payable in full upon executing an additional franchise agreement and deemed fully earned and non-refundable upon payment.

Development Rights Rider

If you sign our Development Rights Rider because you agree to develop multiple Bakeries in a designated area, we currently charge a development fee (the "**Development Fee**") which is \$35,000 for your first Bakery, plus \$30,000 for each additional Bakery developed under the Development Rights Rider. The Development Fee is payable to us in the following manner: \$35,000 for your first Bakery, plus \$15,000 for each additional upon the execution of the Development Rights Rider. The remaining \$15,000 for each additional bakery is payable when you sign a franchise agreement for an additional Bakery.

If you are an existing franchise owner and wish to enter into a Development Rights Rider for multiple Bakeries in a designated area, the Development Fee is reduced to \$30,000 for the first and each additional Bakery developed under the Development Rights Rider. The Development Fee is payable to us in the following manner: \$30,000 for your first Bakery, plus \$15,000 for each additional Bakery to be developed upon the execution of the Development Rights Rider. The remaining \$15,000 for each additional bakery is payable when you sign a franchise agreement for an additional Bakery.

The Development Fee is not refundable under any circumstances.

Initial Purchases

You must purchase certain items from NBC Distribution before your Bakery opens for business, including cake design accessories, dry cake mixes and other ingredients, smallwares and other supplies that are distributed through NBC Distribution. We estimate the cost of these items to be approximately \$16,034. This amount is not refundable.

In addition, you must pay to us the sum of \$10,000 to be spent by us for your grand opening advertising program campaign (the “**Opening Advertising Program**”). This \$10,000 is the minimum amount to be spent for your grand opening, and you may spend more if you wish. This amount is payable to us upon signing a Franchise Agreement. We may require you to spend up to an additional \$5,000 for your Opening Advertising Program.

Master Architect Program

We will prepare the preliminary floor plan for your Bakery, with up to three revisions, for a fee of \$500. We will provide you with a list of approved architects for the preparation of architectural and working drawings necessary to complete construction and/or build-out at the Approved Location

Extension Fees

Under Section 4.1 of the Franchise Agreement, you are required to purchase or lease an approved location for the Bakery meeting our standards and specifications (the “**Approved Location**”) within 90 days of the effective date of the Franchise Agreement. In the event you do not meet the 90-day site selection deadline as required by Section 4.1 of the Franchise Agreement, we will charge you a fee of \$3,500 on the 90th day via an electronic funds transfer. In the event you open your Bakery within 270 days of the effective date of the Franchise Agreement, we will refund the \$3,500 fee. We have the right to terminate your Franchise Agreement if you fail to pay or if we are otherwise unable to process the \$3,500 payment.

Under Section 4.4 of the Franchise Agreement, you must conform the Approved Location to our standards and specifications for the appearance, layout, and design of a Bakery, and fully equip and supply the Bakery pursuant to our standards and specifications and open the Bakery for business within 270 days after the effective date of the Franchise Agreement. If you fail to do so, we have the right to terminate the Franchise Agreement under Section 14.3(d). Similarly, if you fail to purchase or lease an Approved Location or complete the build-out of the Approved Location or open the Bakery within the time frames set forth in Section 4 of the Franchise Agreement, we may terminate the Franchise Agreement without refunding any fees to you. Any extension provided to you by us is subject to our sole discretion and, if granted, you will be required to pay us a fee in one lump payment equal to 70% of our then-current initial franchise fee for such extension.

Except as otherwise provided for, all fees stated in this Item 5 are fully earned and non-refundable upon payment.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	6% of Bakery's weekly Net Revenues	Due on Tuesday of each week on Net Revenues during previous week ending Sunday	“ Net Revenues ” mean all of your revenue from operating your Bakery, including delivery, shipping, and E-Commerce Revenues, revenues paid to you by any third-party delivery provider in connection with delivery services related to your Bakery and revenues made from sales to National Accounts (See Item 11), but excluding taxes collected from Guests and paid to taxing authorities and reduced by amount of any documented refunds, credits, allowances, and charge-backs made by the Bakery in accordance with our standards and specifications. All royalty payments must be made by EFT. (See Note 2 for more information)
Marketing Production Fund (the “ Production Fund ”)	Combined contributions made by you for the Production Fund and the Paid Media Fund will be 5% of your weekly Net Revenues (see Note 3)	Due on Tuesday of each week on Net Revenues during previous week ending Sunday	See Item 11 for a detailed discussion of the Production Fund. Contributions to the Production Fund (the “ Production Fund Fee ”) must be paid by EFT.
Paid Media Fund (the “ Media Fund ”)	Combined contributions made by you for the Media Fund and the Production Fund will be 5% of your weekly Net Revenues (see Note 3)	Due on Tuesday of each week on Net Revenues during previous week ending Sunday	See Item 11 for a detailed discussion of the Media Fund. Contributions to the Media Fund (the “ Media Fund Fee ”) must be paid by EFT.
Local Cooperative Fund	If we designate a Cooperative Fund for your Territory, you must participate in the Cooperative Fund, and your contributions will be credited towards your Production Fund contribution requirements	Must be spent monthly	If we designate a local cooperative fund (“ Cooperative ”) for your Territory, you must participate and your contributions to the Cooperative will be credited towards your required Production Fund contribution.

Type of Fee	Amount	Due Date	Remarks
Training for Additional or Replacement Operators	\$2,500 per person, plus expenses, but could increase if our costs increase	Beginning of training	We provide initial training for two people at no additional cost (see Item 11). You must pay this amount for any additional or replacement Operator that you hire. You must also pay all expenses your trainee incurs, including travel, lodging, meals and applicable wages. You must at all times have a full-time Operator certified by us to operate the Bakery.
Additional Training or Assistance during Franchise Term	Our then-current fee, currently \$300 per trainer per day plus expenses for training at our location; \$500 per day plus expenses for training in your Territory; but could increase if our costs increase	When training or assistance begins	A day is 8 hours of work at the location. Travel time is billed separately on an hourly basis.
Renewal	50% of our then-current Initial Franchise Fee	Upon request for renewal of your franchise	
Transfer in the event of a sale of the Bakery	\$8,000 transfer fee, plus \$5,000 for transfer opening advertising campaign, plus any broker fees or commissions we incur.	Upon request for transfer	You must obtain our approval in connection with any transfer of the Bakery.
Transfer of the ownership interests of franchisee	\$5,000, plus any broker fees or commissions we incur; but could increase if our costs increase	Upon request for transfer	In the event that you are a corporation, limited liability company or partnership, you must obtain our approval in connection with any transfer of your ownership interests.
Guest Experience Monitor (“GEM”)	Our then-current fee, currently \$462 annually	When billed	Payable by electronic funds transfer as a reimbursement to us. We presently do not charge or collect the GEM fee, however, is subject to change at any time.

Type of Fee	Amount	Due Date	Remarks
Operational Evaluation Fee	Our then-current per diem fee, plus reimbursement of our costs and expenses for subsequent visits. Current per diem fee is \$300; but could increase if our costs increase	On demand	If a serious Guest infraction or mystery shopper program infraction is reported, we have the right to visit your Bakery immediately and take any steps necessary to correct an infraction. You must pay us a per diem fee for each representative we send to your Bakery, and you must reimburse us all expenses incurred by our representative(s), including any costs related to corrective measures we require or make.
Prohibited Product or Service Fee	\$250 per day of use of unauthorized products or services	If incurred	This is in addition to other remedies available to us. You must cure your default immediately upon our verbal or written notification to you. Once you have been notified, if the prohibited item is again placed in the Bakery, the fee will be applied.
Insurance	Reimbursement of our costs, plus an 18% Administrative Fee	If incurred	If you do not maintain the required insurance coverages, we have the right (but not the obligation) to obtain insurance on your behalf.
Product Purchases from NBC Distribution	Will vary under the circumstances	As incurred	If an EFT is rejected due to insufficient funds, orders may be stopped until amounts are paid in full, or you may be put on COD. Subject to late fees and an NSF charge pursuant to the Franchise Agreement.
Product and Supplier Testing	Costs of Testing	When billed	This covers the costs of testing new products or inspecting new suppliers you propose.
Annual Conference	Will vary based on our costs of establishing and running the conference	As incurred	We may charge you a reasonable fee to attend an annual franchisee convention (besides your and your employees' travel and living expenses); the fee will depend on our costs of establishing and running the conference.
POS System Ongoing Fees for support and software	The then-current fee, presently \$3,348 for 12 months of service	Annually	You must pay our designated vendor a fee for POS System support and software updates. The fee is subject to change.

Type of Fee	Amount	Due Date	Remarks
Online Ordering	Currently \$100 per month, excluding any third-party charges such as credit card processing, Google Maps, etc.	Monthly	You must pay a monthly fee to participate in the E-Commerce Program, excluding any third-party charges such as credit card processing, Google Maps, etc. The E-Commerce fees are subject to increases. The E-Commerce Program Fee must be paid by EFT.
Remodeling of Bakery	Costs of remodeling and/or redecorating your Bakery to meet our then-current System Standards	As incurred	We may require you to remodel and/or redecorate your Bakery upon written notice.
Insufficient Funds, Interest, Late Fees, Collection Costs, and Default	\$50 for each late payment, plus 18% interest or the highest lawful commercial interest rate; and the cost of any audit if you understate fees by more than 2%; and \$500 per diem plus expenses if we step in to operate your Bakery upon default or if you are unable to meet your scheduled opening date and we need to reschedule opening assistance	When billed	We will attempt an EFT draft every day until all amounts owed to us are paid in full. Late fees are doubled every 30 days' subject to the maximum legal amount. You must pay for our attorneys' fees in enforcing our rights. If we conduct an audit of your books and records, you must pay for the cost of the audit if it reveals you have understated payments due to us by more than 2%.
Liquidated Damages	See Note 4	See Note 4	
Indemnification	Will vary under circumstances	As incurred	You must indemnify us for certain claims or actions arising out of your operation of the Bakery and misuse of our Marks and System.
Site Evaluation	\$500, plus our travel, meal, and lodging expenses	On demand	We will provide one site evaluation at no cost, but if you request or if we need to do additional site evaluations, you must pay us a per diem rate for our representative and reimburse our expenses, including travel, lodging and meals.

Type of Fee	Amount	Due Date	Remarks
Fee for Unauthorized Sales	If you make sales in another franchisee's territory, you must remit 100% of Net Revenues from the sale to the franchisee that owns the territory and make a contribution of \$500 per incident to the Fund.	On demand	Franchisees are prohibited from offering and selling Products within other franchisee's territories. We also have the right to terminate the franchise agreement if you violate another franchisee's territorial rights.
Real Estate Review and Coordination Expenses	\$3,000; but could increase if our costs increase	On demand	We reserve the right to require you to pay us or our designated suppliers a fee of \$3,000, which will cover our costs associated with site selection and non-legal lease review.
Audit Fee	Cost of audit, plus expenses incurred in connection with the audit (including travel, lodging and wage expenses, and reasonable accounting and legal costs).	When billed	Payable only if we determine, after an audit, that you have understated Net Revenues or the fees due under the Franchise Agreement in any statement or report of more than 2%.
Financial Accounting Fee	\$100, but could increase if our costs increase	Annually	This covers the cost of the financial reporting site for the System. We presently do not charge or collect the Financial Accounting fee, however, is subject to change at any time.

Type of Fee	Amount	Due Date	Remarks
Master Architect Program Fee	\$500	On demand	If you choose to use an architect outside of our approved vendor list, we may require that our designated architect conduct a final plan review prior to receiving corporate approval. You must pay our designated architect a fee for the final plan review. Should there be any revisions required by our prototype architect, you will be responsible for the costs associated with all plan revisions. You must receive written approval on the final plans from a corporate representative prior to starting construction. See Item 5 for more information about the Master Architect Program and the \$500 fee you are required to pay for the preliminary floor plan for your Bakery, with up to three revisions.
Refrigeration Monitoring Fee	The then-current fee, with an activation fee presently ranging between \$500 - \$600, plus a monthly fee between \$20 - \$40, but could increase if our costs increase	Monthly	You must pay our designated vendor the activation fee plus the monthly fee for Refrigeration Monitoring services. We reserve the right to require that the fee be paid directly to us or an affiliate. Such fee is subject to change at any time.
Monthly Music Fee	The then-current fee, presently \$20 per month. Additionally, there is a \$12.00 per month fee for media player lease	Monthly	You must pay our designated vendor a monthly fee for the Bakery's music service. The fee is subject to change.
Digital Menu Board Service	The then-current fee, presently \$35 per month	Monthly	You must pay our designated vendor a monthly service fee for the Bakery's digital menu board.
VoIP Phone Service	The then-current fee, presently \$100 per month, plus any applicable taxes, but could increase if our costs increase	Monthly	You must pay our designated vendor a monthly service fee for the Bakery's phone equipment and service. The fee is subject to change.

Type of Fee	Amount	Due Date	Remarks
Technology Services Fee	Then current fee, will vary under circumstances	Monthly	You will be required to pay us a monthly service fee to cover the increasing cost of supplying technology solutions to the network and/or to fund the continued development of new and innovative features for the System support site(s). We presently do not charge or collect the Technology Services Fee; however, we reserve the right to do so in the future. Such fees are subject to change at any time.
Failure to Maintain Insurance Fee	Premium plus 18% of the cost of insurance.	As incurred	If you fail to comply with our minimum insurance requirements set forth herein, we have the right to obtain such insurance and keep the same in force and effect, and you must pay us, on demand, the premium cost thereof and an administrative fee equal to 18% of the cost of insurance.

1. Except for the product and service purchases described in Item 8 and as otherwise noted in this Item 6, all fees are uniformly imposed and collected by and payable to us and are non-refundable.

2. You shall input all sales only into the Bakery's POS System and supply us with all Net Revenues data that we specified in the Franchise Agreement and in our Operations Manuals or as we direct from time to time for the purpose of calculating the weekly Royalty. Each week begins on Monday and ends on Sunday. All Net Revenues data, which is electronically provided to us on a weekly basis through the Bakery's POS System, shall be certified to be true and correct by you. We shall review the Net Revenues data you provide to us and shall deduct the required Royalty and advertising fees due to us under the Franchise Agreement. Presently, these amounts are collected on Tuesday of each week via an electronic funds transfer program (the "**EFT Program**") under which we automatically deduct such amounts from your bank account. To make arrangements for EFT, you must sign our current form of Electronic Funds Withdrawal Authorization, which is Exhibit 3 to the Franchise Agreement. You must designate a bank account for use in connection with your Bakery and deposit all Net Revenues into the designated bank account. If we are unable to collect the Net Revenue data through the Bakery's POS System, we will process an EFT for the subject week in an amount equal to the 11% of the weekly Net Revenues for the previous week based on your point of sales system's records, which represents Royalties and advertising fees due under the Franchise Agreement, as well as any late fee and interest on past-due amounts as provided for herein. We reserve the right to require you to pay any fees due under the Franchise Agreement by such other means and at such periods as we may specify from time to time, including any payment made to our affiliates. With respect to third-party delivery service providers, if a provider remits to you the purchase price charged to the Guest less a commission or other fee or charge, the commission or other fee or charge will be included in the calculation of Net Revenues.

3. The respective contributions allocated to the Production Fund or the Media Fund will be set by us in our sole discretion and are subject to change. We reserve the right to (i) have a Fund borrow from us or our affiliates to cover deficits or invest any surplus for future use and/or (ii) have one Fund borrow from the other Fund when we determine it is reasonably necessary to help support the permitted activities of the borrowing Fund. We will keep records of any borrowings described above. The contributions to these Funds will not be deemed to be trust funds and we have no obligation to spend on

advertising, marketing, or promotions amounts in excess of those funds actually collected from franchisees. Further, any contributions to a Fund which are not spent by us in the calendar year in which they were contributed will be carried over for use by the Fund in subsequent year(s). Upon written request, we will make available an annual, unaudited statement of contributions and expenditures for the Funds within 120 days of the end of the fiscal year.

4. Upon termination of your Franchise Agreement for cause before its scheduled expiration date, you must pay to us in a lump sum, within 15 days after the effective date termination, liquidated damages equal to the product of the average Royalties, Marketing Production Fund contributions and Paid Media Fund contributions (collectively, “Royalties and Contributions”) that you were obligated to pay us on the Bakery’s Net Revenues for each 4 week period during the 24 months of operation preceding the effective date of termination multiplied by twenty-six (26) (the number of four-week periods during two (2) full years) or the number of weeks that would have remained in the term of your Franchise Agreement (as of the effective date of termination) had it not been terminated, whichever is shorter; provided, however, that liquidated damages payable will not exceed \$125,000 per Bakery.

You will acknowledge that your payment of liquidated damages is full compensation to us only for the Brand Damages (as defined below) resulting from the early termination of the Franchise Agreement and is in addition to, and not in lieu of, your obligations to pay other amounts due to us under the Franchise Agreement as of the date of termination and to comply strictly with your post termination obligations. If any valid law or regulation governing this Agreement limits your obligation to pay, and/or our right to receive, the liquidated damages for which you are obligated under Section 15.5, then you shall be liable to us for any and all Brand Damages we incur, now or in the future, as a result of your breach of this Agreement.. “Brand Damages” means lost Royalties, lost Marketing Production Fund and Paid Media Fund contributions, lost goodwill or damage to our Marks, lost market penetration, loss of reputation with the public and landlords, and loss of Nothing Bundt Cakes representation in the market area.

ITEM 7
ESTIMATED INITIAL INVESTMENT

A. YOUR ESTIMATED INITIAL INVESTMENT UNDER THE FRANCHISE AGREEMENT

Type of Expenditure	Amount	When Due	Method of Payment	To Whom Payment is to be Made
Initial Franchise Fee ⁽¹⁾	\$35,000	Upon signing Franchise Agreement	Lump Sum	Us
Extension Fee ⁽¹⁾	\$0 to 70% of our then current initial franchise fee	As Incurred	Lump Sum	Us
Rent and Security Deposit ⁽²⁾	\$6,500 to \$8,500	As Incurred	As Agreed	Landlord; Utility Companies
Bakery Improvements ⁽³⁾	\$197,500 to \$364,510	As Incurred	As Agreed	Landlord; Outside Suppliers

Type of Expenditure	Amount	When Due	Method of Payment	To Whom Payment is to be Made
Architect – Design ⁽⁴⁾	\$8,000 to \$15,500	As Incurred	As Agreed	Designated or Approved Suppliers
Fixtures and Equipment – Front of Bakery ⁽⁵⁾	\$18,000 to \$72,500	As Incurred	As Agreed	Designated or Approved Suppliers
Fixtures and Equipment – Back of Bakery ⁽⁶⁾	\$123,000 to \$227,000	As Incurred	As Agreed	Designated or Approved Suppliers
Exterior Signage ⁽⁷⁾	\$6,500 to \$38,000	As Incurred	As Agreed	Designated or Approved Suppliers
Initial Inventory ⁽⁸⁾	\$20,100 to \$24,000	As Incurred	ACH Upon Shipment of Product or As Agreed	NBC Distribution and Approved Suppliers
Point of Sale System ⁽⁹⁾	\$6,000 to \$11,300	As Incurred	As Agreed	Designated or Approved Suppliers
Insurance ⁽¹⁰⁾	\$2,800 to \$5,500	As Incurred	As Incurred	Insurance Company
Business License and Permits ⁽¹¹⁾	\$1,500 to \$4,500	As Incurred	As Incurred	Government Agencies
Professional Fees ⁽¹²⁾	\$3,900 to \$11,200	As Incurred	As Agreed	Attorney, Accountant
Opening Advertising Program ⁽¹³⁾	\$10,000 to \$15,000	As Incurred	As Incurred	Us
Training Expenses ⁽¹⁴⁾	\$4,000 to \$7,000	As Incurred	As Incurred	Third Parties
Delivery Vehicle-Monthly lease or loan payment ⁽¹⁵⁾	\$18,500 to \$33,200	As Incurred	As Incurred	Third party vendors
Additional Funds-3 months ⁽¹⁶⁾	\$30,000 to \$45,000	As Incurred	As Incurred	Employees and Suppliers

Type of Expenditure	Amount	When Due	Method of Payment	To Whom Payment is to be Made
TOTAL ESTIMATED INITIAL INVESTMENT (including lease costs but not real estate purchase costs) ⁽¹⁷⁾	\$551,300 to \$978,210			

Unless otherwise noted, all amounts listed in the tables above are non-refundable. We do not finance any portion of your initial investment.

Explanatory Notes

1. **Initial Franchise Fee; Extension Fee.** We describe the initial franchise fee, the extension fees and development fees in Item 5. No separate initial investment is required when you sign the Development Rights Rider, although you must build the first Bakery at a cost estimated to range as described in the chart above.

2. **Rent and Security Deposit.** Each Bakery location will occupy approximately 2,000 square feet of space. Your rent will depend on geographic location, the Bakery’s size, local rental rates, businesses in the area, site profile and desirability, and other factors. Bakery locations for Nothing Bundt Cakes Bakeries typically are on busy retail streets, in strip shopping centers, and other venues in retail, commercial and suburban areas. The location should have adequate facilities to bake, store, and prepare your products and their ingredients and to service your walk-in Guests. The location should be visible, accessible to prospective Guests, and conveniently located to make deliveries in your Territory. The amounts listed above reflect one month’s rent and a security deposit, which typically equals one month’s rent. Depending on your local jurisdiction, water tap, sewer tap and other similar fees may be required. These fees are not included in our estimate and you should determine if you will have to pay these fees, and the amount of such fees, before you purchase the franchise. The leasehold improvement ranges will be affected by various factors, such as the location of the Bakery and local market conditions. Your actual costs may or may not include site preparation, demising walls, and utility extensions, depending on the arrangements you negotiate with your landlord. The estimates assume that the landlord will provide connections to adequate electrical, gas, water and sewage service. Some landlords are willing to contribute toward the cost of finish-out, which reduces the overall leasehold improvements costs.

3. **Bakery Improvements.** Bakery improvement costs, including a modified, above-ground grease trap, electrical, carpentry, and similar work, and contractor’s fees, depend on: the Bakery’s condition, location, and size; the demand for the site among prospective lessees; the site’s previous use; the build-out required to conform the site for your Bakery; and any construction or other allowances the landlord grants. The figures above include a low of \$12,500 and a high of \$162,490 in Tenant Improvements and free rent allowances, and these reimbursements and credits are paid to you after construction is completed by the landlord. Sometimes these payments may take 3-6 months from the time your Bakery is open for you to receive. You may negotiate for the landlord to bear more of these costs even though it then might amortize those costs in your monthly rent. You may not act as your own general contractor but must use a licensed, bonded contractor with food/restaurant build-out experience. Also, if these costs may be negotiated, you may further reduce your costs.

4. Architect Design. You must use an approved architect. Included in these costs are a design site visit, code research and space layout review (front and back of the Bakery) and construction drawings.

5. Fixtures and Equipment – Front of Bakery. This includes interior signage such as promotional/seasonal advertising packages, wall hangings/pictures, point of purchase signage and digital menu board. Also included are lighting, phone system, furnishings, millwork and woodwork, music system, tax, shipping and opening print materials orders. You must have shredder capabilities.

6. Fixtures and Equipment – Back of Bakery. This includes all large kitchen equipment, kitchen small wares, office supplies, the office equipment and crafting computer, and a copier. Any used equipment you wish to purchase must be approved by us.

7. Exterior Signage. This cost is for one (1) exterior Nothing Bundt Cakes approved sign. The variance is the size of the sign and other required materials. This number does not include awnings. We will provide you with a list of approved sign manufacturers, suppliers and distributors that comply with our brand specifications.

8. Initial Inventory. This estimated amount includes cake design accessories, dry cake mix ingredients, smallwares and other supplies that are distributed through our affiliate, NBC Distribution. Our estimate also includes the initial cost of your food order from local suppliers for flavorings, packaging, miscellaneous bakery list items, and linen.

9. POS System. This includes the point-of-sale system (the “**POS System**”) with the recommended 3 point of sale stations and all associated cables, monitors, printers, and security router, excluding taxes.

10. Insurance. These amounts reflect potential monthly costs. You must obtain and maintain certain types and amounts of insurance. (See Item 8.) Insurance costs depend on policy limits, types of policies, nature and value of physical assets, gross revenue, and number of employees, square footage, location, business contents, and other factors bearing on risk exposure. Insurance costs may be substantially higher in areas of the country subject to natural disasters, like hurricanes. We recommend that you check on insurance rates in your area before you sign the lease for your Bakery.

11. Business License and Permits. These are general estimates for permits and licensing that may be required by local and state governments. Local, municipal, county and state regulations vary on the licenses and permits you will need to operate a Nothing Bundt Cakes Bakery. You will pay these fees to governmental authorities before starting business.

12. Professional Fees. The estimate assumes that you will employ an attorney to help you negotiate your lease for the Bakery premises. In addition, you may choose to employ an attorney, accountant, and other consultants to help you evaluate our franchise offering and your establishment of a new business, and in obtaining all required permits and licenses to establish and operate the Bakery. In addition, you may also form a corporation or other entity to operate the business. Your actual costs may vary substantially, for example, depending on the degree to which you rely upon your advisors and upon the licensing requirements that may apply to your Bakery.

13. Opening Advertising Program. You must pay to us \$10,000 when you execute a franchise agreement, and we will spend this amount on an opening advertising program for initial marketing, advertising and promotions in your Territory. Your grand opening must be held not later than 45 days after your Bakery opens. The minimum amount to be spent for your Opening Advertising Program will be

\$10,000, but you may be required to spend up to an additional \$5,000 on your Opening Advertising Program. This estimate does not cover the cost of samples purchased from other Bakeries to promote the opening of your Bakery.

14. Training Expenses. You will incur expenses associated with our training program. For this training program, we provide instructors and instructional materials at no charge for up to two people, but you must pay for transportation, lodging, food and wages (if you send any employees) for your trainees. The low estimate assumes that the trainees are within driving distance to the training location and don't require a wage. The high estimate assumes that other travel will be needed, and includes travel expenses, although these may vary significantly depending upon factors such as the distance traveled and mode of transportation. Your costs will also vary depending on the nature and style of accommodations, and the number of persons who will attend training. (See Item 11 under the heading "Training" for additional details regarding the program.)

15. Delivery Vehicle. You may be required to obtain a vehicle dedicated to making deliveries for your Bakery. We reserve the right to prescribe standards and specifications for delivery vehicles used in the operation of the Bakery including mandating that the vehicle be decorated with our designated vehicle wrap. The range listed above includes an estimated total purchase of the vehicle ranging from \$10,000 to \$30,000 depending on which type of vehicle you choose, plus a full vehicle wrap costing approximately \$3,200. Third party financing is available. Additionally, we offer a partial wrap option which costs between \$1,850 and \$2,200. You may use your existing vehicle if it meets our standards for Bakery deliveries, in which event you will only need to purchase a full or partial vehicle wrap.

16. Additional Working Capital Funds. This item estimates working capital needed to supplement your first 3 months of operation (other than the items identified separately in the table). This estimate includes the monthly cost of in-store music, POS System ongoing fees, and some system maintenance costs. These expenses include payroll costs but not any draw or salary for you. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the Bakery. Your costs depend on whether you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period.

17. Total Estimated Initial Investment. We relied on the experience of NBC, the former franchisor of Nothing Bundt Cakes franchises, in offering and selling franchises since 2006, as well as our experience since becoming the franchisor in July 2021, in developing these estimates and information provided to us by our franchisees. You should review these figures carefully with a business advisor before deciding to acquire the franchise. We do not offer financing directly or indirectly for any part of the initial investment. These are only estimates, and your costs will vary depending on your creditworthiness, market conditions and competition in your territory, the site you select, and your entrepreneurial and managerial capabilities. You should independently investigate the costs of opening a Bakery in the geographic area in which you intend to open. An estimated initial investment will be incurred for each Bakery established under a Development Rights Rider.

B. YOUR ESTIMATED INITIAL INVESTMENT UNDER THE DEVELOPMENT RIGHTS RIDER ⁽¹⁾

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Development Fee ⁽²⁾	\$95,000	Lump Sum	\$35,000 plus \$15,000 for each additional bakery upon signing the Development Rights Rider. Remaining \$15,000 due upon signing a franchise agreement for an additional bakery.	Franchisor
Initial Investment for the First Bakery ⁽³⁾	\$551,300 to \$978,210	See Chart in Item 7(A) above.		
Total	\$611,300 to \$1,038,210			

1. All fees and payments are non-refundable, unless otherwise stated or permitted by the payee.

2. When you sign the Development Rights Rider, you must pay us a Development Fee of \$35,000 for your first Bakery, plus \$30,000 for each additional Bakery developed under the Development Rights Rider, which is payable as follows: (a) \$15,000 when you sign the Development Rights Rider; and (b) \$15,000 when you sign a franchise agreement for an additional Bakery. The range above represents the Development Fee to develop 2 additional Bakeries.

3. This figure represents the total estimated initial investment required to open the first Bakery under your first Franchise Agreement, which includes leases and security deposits, buildout costs, signage costs, training expenses, miscellaneous opening costs, opening inventory, the Opening Advertising Fee, and additional operational funds for a single Bakery (see the Single Unit in Item 7A chart above for additional details). However, this amount excludes the \$35,000 Initial Franchise Fee because that is included in the Development Fee described in footnote 2 above.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Bakery in strict conformance with our methods, standards, and specifications which we prescribe in our confidential operating manuals and various other confidential manuals and writings prepared for use by you in operating a Bakery (collectively, the “**Operations Manual**”), and which we may change at our sole discretion. The Operations Manual covers nearly all aspects of your Bakery’s operations, such as food preparation and presentation techniques, employee training, marketing and bakery management. You must ensure your compliance with all such federal, state, and local laws and regulations and must obtain our prior written consent before changing any of our

standards or specifications for establishing and operating a Bakery to comply with applicable laws and regulations.

System Standards

We reserve the right to formulate and modify our standards and specifications for operating a Bakery based upon the collective experience of our System operators. Our standards and specifications are described in the Franchise Agreement, the Operations Manual, and other written documents. We have the right, under the Franchise Agreement, to change the standards and specifications applicable to operation of the franchise, including standards and specifications for Products and related services, Product packaging, presentation and delivery, vehicles and vehicle wrapping, signs, furnishings, supplies, fixtures, inventory and equipment by written notice to you or through changes in the Operations Manual. We may issue our standards or specifications for goods and services, and changes to those standards and specifications, in writing directly to you or our approved supplier. You may incur an increased cost to comply with these changes at your own expense. We will notify you of any change to our standards and specifications by way of written amendments to the Operations Manual, emails, and other written communications.

Approved Products and Services

You must only use approved Products and services in operating your Bakery (“**Approved Products and Services**”), including finished Products and product ingredients, mixes, packaging and shipping materials, delivery boxes, smallwares, computer hardware and software, furniture, fixtures, equipment, vehicles and vehicle wrappings, and related goods and services. We will provide you with a list of the Approved Products and Services when you sign a Franchise Agreement. All Approved Products and Services sold through your Bakery must meet our standards and specifications. In order to better: (i) assure the supply or quality of the Approved Products and Services; and/or (ii) enable us to take advantage of marketplace efficiencies, we have the right to require you to purchase Approved Products and Services directly from us, our affiliates, or our approved and designated suppliers. In addition, we may develop certain Proprietary Products which you must purchase from us and offer for sale at your Bakery, including design accoutrements and branded apparel. If you decide to offer products or services other than those we have authorized in connection with operating your Bakery, you must obtain our prior written consent. We currently are not a designated supplier of any goods or services. You must participate in the National Grocery Program.

Our affiliate, NBC Distribution, is presently the only designated supplier of certain ingredients and mixes for Products, certain furnishings, merchandise, smallwares and decorative design packages associated with operating a Bakery. Neither we nor our officers have an ownership interest in any approved or designated suppliers.

You must at all times maintain sufficient levels of inventory to adequately meet consumer demand. You must purchase all food and beverage items and other inventory, equipment, fixtures, furnishings, computer hardware and software, product display units, signs, uniforms, supplies, Bakery design and layout services, and materials from us or designated or approved suppliers. You must offer products and services in the manner we prescribe, provide quality customer service, and otherwise operate your Bakery in a manner which will enhance the image intended by us for the System.

You must market, offer, sell, and redeem gift cards in the manner we specify. Only gift cards we authorize may be sold through the Bakery. You must honor the gift cards we authorize at your Bakery without any offset against your Royalty. You must honor the terms of all promotional or discount programs that we may offer to the public for System businesses, and you must comply with any pricing policies we may specify, including minimum and maximum price policies, minimum advertised price policies and

unilateral price policies. You must also provide those services and other items that we specify on such terms and at such rates, including free-of-charge, as we may specify.

Approved Suppliers

As stated above, you must use us, our affiliates, or approved and designated suppliers, for all inventory items, merchandise, printing supplies, printed materials, uniforms, brochures, equipment, fixtures, furnishings, product display units, signs, uniforms, supplies, and other goods and services used in connection with operating a Bakery. All previously unapproved products, services, or vendors must be approved by us in writing prior to use. In the event you wish to purchase any unapproved item, including inventory, and/or acquire approved items from an unapproved supplier, you must provide us the name, address and telephone number of the proposed supplier, a description of the item you wish to purchase, a sample of the item, and the purchase price of the item, if known. At our request, you must provide us, for testing purposes, a sample of the item you wish to purchase. If we incur any costs in connection with testing a particular product or evaluating an unapproved supplier at your request, you or the supplier must reimburse our reasonable testing costs, regardless of whether we subsequently approve the item or supplier.

We will use our best efforts to notify you of our approval or disapproval of a particular supplier or product within 10 business days of receiving all requested information. If you do not receive our approval within 30 days after submitting all of the information that we request, the request will be deemed disapproved. We may base our approval of any proposed item or supplier on considerations relating not only directly to the item or supplier itself (such as the quality of products, standards of service, the supplier's reputation in the marketplace, and the supplier's pricing), but also other factors such as the uniformity, efficiency and quality of operation we deem necessary or desirable in our system as a whole, the confidentiality of our standards and specifications, and our ability to earn revenue from your purchase of goods and services. We have no obligation to approve any particular product, services, or source. We have the right to receive payments from suppliers on account of their dealings with you and other franchisees and to use all amounts we receive without restriction (unless instructed otherwise by the supplier) for any purpose. If we approve any previously unapproved product or service, we may require you to purchase the product or service from us, our affiliates, or other approved and designated suppliers. We will not approve an unreasonable number of suppliers if the approval might result in higher costs to System franchisees or prevent the effective or economical supervision of approved suppliers.

In addition to our right to terminate this Agreement if you fail to purchase from our designated and approved suppliers, you must pay us our then-current unapproved supplier fee, currently \$250 per day, in the event you continue purchasing from an unapproved supplier after your receipt of notice (written or verbal) from us advising you to cease doing so. This fee is subject to change for repeated violations of this prohibition.

Our criteria for approval of a particular supplier or product will be made available upon written request. We may revoke our approval of particular products or suppliers when we determine, in our sole discretion, that such products or suppliers no longer meet our standards. Upon receipt of written notice of such revocation, you must cease purchasing products from such suppliers. You must use products purchased from approved suppliers solely in connection with the operation of your Bakery and not for any competitive business purpose. We have and may continue to negotiate purchasing arrangements with suppliers in the future. You may not receive a material benefit in the form of renewal rights or rights to additional territories based on the use of our approved products, services, or suppliers.

We and/or our affiliates have the right to derive revenue from your purchases of these products if purchased from us, our affiliates or approved vendors. We estimate that the proportion of your required purchases and leases from us or our designated suppliers, or according to our specifications, to all your

purchases and leases in establishing the Bakery will range from 85% to 91%, and in operating the Bakery will range from 83% to 86%.

There currently are no purchasing or distribution cooperatives, but we may establish them in the future.

We are parties to a master services agreement (the “MSA”) with Sysco Corporation, whose headquarters are located at 1390 Enclave Parkway, Houston, TX 77077. Under the MSA, we have designated Sysco as the prime distributor of certain required food and non-food products offered by System franchisees. All Nothing Bundt Cakes franchisees must participate in the program and must purchase products from Sysco under the agreed-upon pricing structure. Sysco has agreed to pay us certain incentives towards our annual convention. None of our owners have an interest in Sysco.

We do not provide material benefits to you (for example, renewal or granting additional franchises) for using designated or approved sources.

During our fiscal year ended December 25, 2022, we did not derive any revenue from required franchisee purchases or leases.

During its fiscal year ended December 25, 2022, our affiliate, NBC Distribution, derived revenues of \$82,666,237 from required franchisee purchases or leases.

Advertising

We must approve all advertising, in all creative forms and media, before publication or use. In addition, we will collect the Opening Advertising Fee from you and implement an Opening Advertising Program on your behalf. We reserve for ourselves, our successors and assigns any and all rights to access, use, create, distribute, publish and further develop those rights commonly referred to as “digital media rights,” “digital advertisement right,” or “persistent media in augmented reality.”

Insurance

You must obtain and maintain, at your own expense, the insurance coverage that we periodically require and satisfy other insurance-related obligations. Our insurance obligations will be included in the Operations Manual and may be periodically updated. You must comply with any changed insurance requirements. You currently must have: (a) commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, advertising injury and a minimum of \$100,000 for damage to premises leased to you; (b) comprehensive automobile liability coverage for all owned, non-owned and hired vehicles with limits of \$1,000,000 Combined Single Limit or \$1,000,000 per person, per accident and \$1,000,000 property damage; (c) property insurance coverage on all furniture, fixtures, equipment, inventory and tenant improvements using 100% Replacement Cost valuation and written on Special Perils form, including coverage for loss of refrigeration, spoilage/contamination, and mechanical and electrical breakdown coverage; (d) business interruption coverage equal to at least 9 months of operating expenses or an Actual Loss Sustained form; (e) workers’ compensation in the amounts required by state law; (f) employer’s liability coverage of not less than \$500,000; and (g) a commercial umbrella or excess liability policy with limits of at least \$1,000,000. Premiums depend on the insurance carrier’s charges, terms of payment, and your history. All insurance policies must name us and our affiliates that we designate as additional insured parties. Depending on your geographic location, you should consider disaster insurance for hurricanes, earthquakes and flooding. You should consult with an insurance advisor to decide the coverage that is best

for you. You must use an insurance company that is satisfactory to us. We may change the amounts and types of coverage as we think best.

All insurance providers must have a Best's Insurance Guide minimum rating of A-VI or better. You must maintain any additional insurance required by your landlord or under applicable law. You must 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 by the Franchise Agreement. All policies must contain a waiver of subrogation in our favor, and must name us, and any additional parties we designate, as additional insureds, at your cost except with regards to workers' compensation insurance. Under each insurance policy, we must receive at least 30 days' prior written notice of any intent to reduce policy limits, restrict coverage, cancel or otherwise alter or amend said policy. Once obtained, you may not reduce the policy limits, restrict coverage, cancel or otherwise alter or amend the insurance policies without our written consent. You must submit proof of insurance before you begin making leasehold improvements and deliver a complete copy of your then-prevailing policy of insurance within 30 days following the delivery of the certificate of insurance.

Leases and Leasehold Improvements

You must purchase or lease a retail space for your Bakery which meets our standards and specifications for a Bakery. We must approve your location and lease terms before you sign a lease for a Bakery location. We will condition our approval of your lease upon, among other conditions, you and your landlord's signing of a collateral assignment of lease, through which your landlord grants us the rights to assume your rights and obligations under the lease in the event that you breach your lease agreement and/or your Franchise Agreement is terminated or expires. The lease must be, at a minimum, for the initial term of the Franchise Agreement. If you enter into a Development Rights Rider, you are not required to purchase or lease a separate office space.

Computer Hardware and Software Components

You must purchase the computer hardware and software we designate for use in connection with the operation of your Bakery. Please see Items 6, 7, and 11 for more information regarding required computer hardware and software purchases.

Maintenance and Remodeling

You must maintain, repair, refinish, repaint, and replace Bakery furniture, fixtures, equipment, displays, signs, decor, and any other tangible part or property of the Bakery to ensure that the Bakery operates in an efficient manner pursuant to our current standards and specifications. We may require you to make capital modifications to the Bakery to comply with our then-current System Standards.

Operations

Unless you have prior written authorization from us, your Bakery must be open and operational 7 days a week and you must operate your Bakery for at least those months, days and hours that we specify in the Operations Manual.

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	ARTICLE IN AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
(a) Site selection and acquisition/lease	Franchise Agreement – Article 4, Sections 5.1-5.2, Exhibits 1-2 of the Franchise Agreement Development Rights Rider – Section 6	Items 7, 8, 11, and 12
(b) Pre-opening purchase/leases	Franchise Agreement – Sections 5.3, 6.1, 6.2, 6.3	Items 5, 7, 8, and 11
(c) Site development and other pre-opening requirements	Franchise Agreement – Article 4	Items 7, 8, and 11
(d) Initial and ongoing training	Franchise Agreement – Section 5.4, Article 7	Items 6, 7, and 11
(e) Opening	Franchise Agreement – Article 4 Development Rights Rider- Sections 3	Items 11 and 12
(f) Fees	Franchise Agreement – Article 3 Development Rights Rider – Sections 3 and 5	Items 5, 6, and 7
(g) Compliance with standards and policies/Operating Manual	Franchise Agreement – Section 6.3	Items 8 and 11
(h) Trademarks and proprietary information	Franchise Agreement – Article 8	Items 13 and 14
(i) Restrictions on product/services offered	Franchise Agreement – Sections 6.1-6.3	Items 8, 11, 12 and 16
(j) Warranty and customer service requirements	Franchise Agreement - Sections 6.3, 6.8, 6.14	Item 8
(k) Territorial development and sales quotas	Franchise Agreement – Sections 1.3, 1.4, 1.5, 4.6 and 4.7 Development Rights Rider – Section 6	Item 12
(l) On-going product/service purchase	Franchise Agreement – Section 6.1-6.3,	Items 6 and 8
(m) Maintenance, appearance, and remodeling requirements	Franchise Agreement – Articles 4 and 6	Items 8, 11, 16, and 17

OBLIGATION	ARTICLE IN AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
(n) Insurance	Franchise Agreement – Article 13	Items 7 and 8
(o) Advertising	Franchise Agreement – Article 11	Items 7, 8, and 11
(p) Indemnification	Franchise Agreement – Article 18	Item 6
(q) Owner’s participation/ management/staffing	Franchise Agreement – Section 6.3	Items 11 and 15
(r) Records/reports	Franchise Agreement – Section 12.1	Item 6
(s) Inspections/audits	Franchise Agreement – Section 12.2	Items 6 and 11
(t) Transfer	Franchise Agreement – Article 17 Development Rights Rider – Section 9	Item 17
(u) Renewal	Franchise Agreement – Section 2.2	Item 17
(v) Post-termination obligations	Franchise Agreement – Article 15	Item 17
(w) Non-competition covenants	Franchise Agreement – Articles 16	Item 17
(x) Dispute resolution	Franchise Agreement – Sections 19.1 through 19.13	Item 17
(y) Liquidated damages	Franchise Agreement – Section 15.5	Item 6
(z) Guarantee	Franchise Agreement – Section 22	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.

As noted in Item 1, we are party to a management agreement with NBC for the provision of support and services to Nothing Bundt Cakes franchisees. NBC will be providing the training, support, marketing, and other services described in this Item 11 to you on our behalf and will have the authority to exercise many of our rights and perform many of our obligations under the Franchise Agreement and Development Rights Rider. Though we have delegated our rights and responsibilities to NBC, we remain ultimately responsible for all of the support and services required under the Franchise Agreement and Development Rights Rider. References to “we” or “us” in this Item 11 shall include and/or mean NBC on our behalf, as applicable.

Pre-Opening Obligations: Before you open the Bakery under the Franchise Agreement, we will undertake the following:

1. Protected Territory. We will define the territory within which you must operate the Bakery. (Section 1.2 of the Franchise Agreement; Sections 3 and 6 of the Development Rights Rider).

2. Standards and Specifications. We will provide you with specifications and requirements for flooring, signage, shelving, display cases, POS systems, computer hardware, software, and other furniture, fixtures, and equipment necessary to open your Bakery. We will also provide you with specifications for and provide you with a list of approved and designated suppliers from which you agree to purchase the equipment, food, smallwares, and other inventory and supplies necessary for the start-up and ongoing operations of your Bakery. (Section 5.3 of the Franchise Agreement). We do not deliver or install these items.

3. Operations Manual. We will loan you a copy of our proprietary and confidential Operations Manual electronically, which we may amend periodically. The Table of Contents to our 201 - page Operations Manual is attached as Exhibit E to this Disclosure Document. We reserve the right to provide the Operations Manual electronically, such as by CD-ROM or a password protected intranet website. The contents of the Operations Manual constitute our trade secrets and you cannot disclose them to anyone other than employees of your Bakery who require such information to operate your Bakery. (Section 5.5 of the Franchise Agreement).

4. Site Selection Assistance. We will provide assistance in finding a location as we deem reasonable and appropriate. You must collaborate with our designated licensed commercial real estate broker in connection with the selection and acquisition of a site for the Bakery. You will operate the Bakery at the location agreed upon by you and us. You will enter into the site selection addendum attached as Exhibit 1 to the Franchise Agreement and designate your site selection territory. (Section 4.1 of the Franchise Agreement, Exhibit 1 to the Franchise Agreement). We consider factors such as size, location, nearby commercial and residential development, traffic patterns, demographics, visibility from roadways, and parking space in approving any given site. Your leased/purchased space should be approximately 2,000 square feet, located in a strip center, shopping center, mall, commercial development or other appropriate location. Within 30 days of receiving all required information in connection with site approval process, we will approve or disapprove, in our sole discretion, the site as a location for the Bakery. No proposed site is deemed approved unless we have expressly approved it in writing. We outsource certain aspects of site selection assistance to certain third-party suppliers at no additional cost to you. Their agents may serve as the local broker in markets where they have a presence, or they will assign you to a preferred partner. The use of brokers or real estate agents outside of our required network will not be permitted without our prior written consent. You must obtain a location acceptable to us within 90 days of signing the Franchise Agreement. Failure to do so may result in termination of your Franchise Agreement. (Sections 4, 5.1 of the Franchise Agreement; Sections 3 and 6 of the Development Rights Rider).

5. Lease Review. We must review and approve your lease terms, which we will condition on: (a) you and your landlord signing a Collateral Assignment of Lease, in the form attached as Exhibit 2 to the Franchise Agreement; (b) the economic terms of the Lease; and (c) your full payment of the Franchise Fee. (Section 4.2 and Exhibit 2 of the Franchise Agreement). We reserve the right to require you to pay us or our designated suppliers a fee of \$3,000 to cover the costs associated with site selection, non-legal lease review, and a fee of \$500 to review of your architectural, mechanical, electrical and plumbing drawings and plans, necessary for building out the Bakery. If your lease does not include the Collateral Assignment of Lease in the form set forth in Exhibit 2, or if there are other material deviations in your lease that require our review, we reserve the right to charge you the reasonable attorneys' fees we incur in such review.

6. Initial Training. We will provide the initial training to you and your Operators, as discussed later in this Item. (Section 7 of the Franchise Agreement).

7. Opening Advertising Program. We will conduct your Opening Advertising Program. (Section 3.2 of the Franchise Agreement).

Continuing Obligations – Franchise Agreement: During your operation of the Bakery, we will:

1. Ongoing Assistance. Provide you continuing consultation and advice, as we deem necessary and appropriate regarding the management and operation of the Bakery. We will provide such assistance, in our discretion, by telephone, email and intranet communication. If you require and request additional on-site assistance from us, subject to the availability of our personnel, we will provide you with such assistance at our then cost, currently \$500.00 per day, plus our travel, lodging, meals, and payroll costs associated with providing such on-site service. (Section 5.10 of the Franchise Agreement).

2. Annual Conference. At our discretion, hold an Annual Conference at a location to be selected by us to update franchisees on new developments, allow System franchisees to exchange information with each other and us regarding Bakery operations and programs, and recognize franchisees for their achievements. We will determine the topics and agenda for our Annual Conference. We will require you to attend the Annual Conference and to pay our then-current registration fee. Currently, there is no registration fee associated with the Annual Conference, but we reserve the right to charge one in the future. All expenses, including your and your employees' transportation to and from the Annual Conference, and lodging, meals, and salaries during the Annual Conference, are your sole responsibility. We may use contributions from the Marketing Production Fund for purposes related to the Annual Conference, including costs related to productions, programs, and materials. (Section 5.9 of the Franchise Agreement).

3. Ongoing Inspections. Inspect the Bakery and observe its operations. (Section 6.4 of the Franchise Agreement.) You and your employees must cooperate with each of our representatives during our inspection and grant our representatives access to all areas of your Bakery. Your cooperation is required whether or not you are notified in advance of the inspection.

4. Refresher Training. Periodically offer or require refresher training programs and courses and pay our then current fee or tuition for such training. (Section 7.3 of the Franchise Agreement) (See Item 6.)

5. Pricing. We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum or other pricing requirements with respect to the prices that you may charge for Approved Products and Services. (Section 5.6 of the Franchise Agreement).

6. E-Commerce Program. Administer the E-Commerce Program and discussed below. (Section 1.4 of the Franchise Agreement).

7. Production Fund and Media Fund. Administer the Production Fund and Media Fund to coordinate advertising, promotions and public relations within your Territory as discussed below. (Sections 11.2 and 11.3 of the Franchise Agreement).

8. Development of Standards. In addition, we may, but are not obligated to, continue to update and upgrade the System, including adding to, modifying, or discontinuing any Proprietary Recipe or Product, and developing Proprietary Products for sale through the Bakery. (Section 5.7 of the Franchise Agreement).

Advertising

Marketing Production Fund (“Production Fund”)

As discussed in Item 6, the Production Fund has been established to, from time to time, develop, formulate, produce, and conduct marketing, advertising, and promotional programs in the form and media as we determine. You are obligated to contribute to the Production Fund in an amount set forth below, which contributions are due and payable at the same time and in the same manner as the royalty payments due under the Franchise Agreement or in such other manner as we may periodically specify. You agree to participate in all marketing, advertising, and promotional programs as we determine to be appropriate for the benefit of the System.

We will use Production Fund contributions, in our sole discretion, to develop, produce, and distribute national, regional and/or local advertising and to create advertising materials and public relations programs, which promote, in our sole judgment, the services offered by System franchisees. We reserve the right, in our sole discretion, to determine the composition of all geographic territories and market or trade areas where such marketing, advertising, and promotional programs are implemented. We have the sole right to determine contributions to and expenditures from the Production Fund, or any other advertising programs, and the sole authority to determine, without limitation, the selection of the advertising materials and programs, in a manner which we deem to be in the general best interests of the System, without any obligation to obtain your approval or the approval of any other franchisee (Section 11.2 of the Franchise Agreement).

We will use the Production Fund contributions to develop and prepare advertising materials which we will distribute to franchisees for their placement in the local media or place such advertisements directly ourselves. The advertising will be prepared by us and by outside sources. If we do not spend all Fund contributions by the end of each fiscal year, the funds will be carried forward into the next fiscal year. You must contribute to the Fund regardless of amounts due from other System franchisees. There is no requirement that the Fund be audited. Upon your written request, we will provide you with an unaudited accounting of Fund expenditures within 120 days after the end of each fiscal year. We have the right to incorporate the Fund as a separate business entity. (Section 11.2 of the Franchise Agreement).

We may use the Production Fund to satisfy the costs of maintaining, administering, directing, preparing, producing, and tracking advertising, including, without limitation the cost of: (i) preparing and producing marketing programs and advertising materials; (ii) reputation management; (iii) public relations activities and advertising agencies; (iv) developing and maintaining an Internet website and a gift card program; (v) developing Guest loyalty programs; (vi) personnel and other departmental costs for maintaining, administering, directing, preparing, producing, and tracking advertising and marketing; and (vii) development of business intelligence tools that report information on your Bakery. The contributions to the Production Fund are intended to maximize general public recognition and patronage of the Marks and the System in a manner determined to be most effective by us but we do not undertake any obligation in developing, implementing, or administering these programs to ensure that all System franchisees will benefit directly or on a pro rata basis from such expenditures. While we do not anticipate that any part of the Production Fund contributions will be used for advertising which is principally a solicitation for franchisees, we reserve the right to use the Production Fund for public relations or recognition of our brand, for the creation and maintenance of the Website, a portion of which can be used to explain the franchise

offering and solicit potential franchisees, and to include a notation in any advertisement indicating “Franchises Available.”

We are not required under the Franchise Agreement to spend any amount of the Fund contributions or other amounts in your Territory and not all System franchisees will benefit directly or on a pro rata basis from our expenditures. We have the right to reimbursement from the Fund contributions for reasonable costs and overhead, if any, as we may incur in activities which are reasonably related to direction and implementation of the Production Fund and advertising programs for franchisees and the System, including the proportionate compensation of our employees and other designees who devote time and render services to the activities of the Production Fund.

Paid Media Fund (“Media Fund”)

As described in Item 6, in addition to the Production Fund, we established the Media Fund to which you are obligated to contribute in the amount as set forth below. Contributions to the Media Fund are due and payable at the same time and in the same manner as the Royalty due under this Agreement or in such other manner as we may periodically specify. The Media Fund contributions shall be used, in our sole discretion, to satisfy any and all costs of placing paid media including, but not limited to, broadcast, print, place-based, digital, social, and other media (collectively, “Paid Media”). We have the right to use the Media Fund for Paid Media to be distributed nationally, regionally, and/or locally, as we determine will be in the general best interests of the System, without any obligation to obtain your approval or the approval of any other franchisee. Furthermore, we do not undertake any obligation to ensure that all System franchisees will benefit directly or on a pro rata basis from the Media Fund expenditures.

Contributions to the Funds

The combined contributions made by you for the Production Fund and the Media Fund (each a “Fund” and collectively the “Funds”) will be five percent (5%) of your Net Revenues. The respective contributions allocated to each Fund will be set by us in our sole discretion and are subject to change. We reserve the right to (i) have a Fund borrow from us or our affiliates to cover deficits or invest any surplus for future use and/or (ii) have one Fund borrow from the other Fund when we determine it is reasonably necessary to help support the permitted activities of the borrowing Fund. We will keep records of any borrowings described above. The contributions to the Funds will not be deemed to be trust funds and we have no obligation to spend on advertising, marketing, or promotions amounts in excess of those funds actually collected from franchisees. Further, any contributions to a Fund which are not spent by us in the calendar year in which they were contributed will be carried over for use by the Fund in subsequent year(s). Upon written request, we will make available an annual, unaudited statement of contributions and expenditures for the Funds within 120 days of the end of the fiscal year.

During NBC’s fiscal year ended December 25, 2022, Production Fund contributions were expended as follows: 48.7% to Production, 38.9% to Administration, and 12.4% to Systems maintenance.

We currently do not have an advertising council but reserve the right to form one at any time. Advertising council members will be selected by us in our sole discretion based upon Bakery performance and each individual franchisee’s strengths. We have the right to require that any advertising cooperative and/or franchisee advisory council be formed, changed, dissolved or merged.

Local Advertising and Cooperatives

We no longer require our franchisees to pay a local advertising fee. Local advertising is no longer required under the Franchise Agreement. It is up to each franchisee to decide whether it wants to undertake

local advertising at its own expense. If you do participate in local advertising, there are a number of obligations you must comply with, all of which are described in the Franchise Agreement: (i) you may only actively advertise the Bakery, the Products, and the System exclusively in your territory; (ii) you may not advertise or promote your Bakery outside of your territory without our written consent, which we may withhold or condition at our discretion or revoke at any time and for any reason; (iii) any advertising you plan to undertake must be approved by us and if you receive our approval, you must work with us or our designated third-party vendor to develop your local media campaign at your cost and expense; and (iv) you must submit samples of all sales, promotional, and advertising materials you wish to use including print, radio and television advertising, signage, supplies and packaging, to us and our designated vendor at least 15 business days prior to publication or use. Any amounts a franchisee spends on local marketing are separate from and do not offset or reduce the franchisee's contributions to the Production Fund and Media Fund.

We have the right to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative (“**Cooperative**”), and to determine whether a Cooperative is applicable to your Bakery. If a Cooperative is established applicable to your Bakery, you must participate in and contribute to the Cooperative. Each Cooperative will be organized for the exclusive purpose of administering regional advertising programs and developing, subject to our approval, standardized advertising materials for use by the members in local advertising. No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without our prior written approval. All such plans and materials will be submitted to us for approval. Cooperative contributions will be credited towards either your Production Fund contributions and/or your Media Fund contributions, as we shall decide. We may grant to any franchisee, in our sole discretion, an exemption for any length of time from the requirement of membership in a Cooperative, upon written request of such franchisee stating reasons supporting such exemption. Our decision concerning such request for an exemption will be final. Upon the request of a franchisee in the Cooperative, the Cooperative will provide that franchisee a copy of the bill for advertising that the Cooperative received. Neither we nor the Cooperative will prepare an annual accounting of these funds. (Section 11.5 of the Franchise Agreement).

Opening Advertising Program

You must pay to us \$10,000 when you execute a franchise agreement, and we will spend this amount on an opening advertising program for initial marketing, advertising and promotions in your Territory. Your grand opening must be held not later than 45 days after your Bakery opens. The minimum amount to be spent for your Opening Advertising Program will be \$10,000, but you may be required to spend up to an additional \$5,000 on such Opening Advertising Program. This estimate does not cover the cost of samples purchased from other Bakeries to promote the opening of your Bakery. In addition, you may elect to spend additional money for your Opening Advertising Program, provided that all materials used in connection with the Opening Advertising Program are subject to our prior written approval. The Opening Advertising Program is considered local marketing under the Franchise Agreement and is therefore subject to additional restrictions described in the Franchise Agreement. (Section 11.1 of the Franchise Agreement).

Computer, POS System and Electronic Equipment.

You will be required to install the POS System we designate. The currently designated POS System includes various computer hardware and software components and programs, including: 3 terminals, communication software, monitors, printers, and payment processing software. The system that we have designated includes a proprietary software application. This software records and reports all sales, payments, discounts, inventories, purchases, and accounting data. You must also have a functioning email address so that we can send you notices and other electronic communications. All computer systems other

than the POS Systems used in your Bakery must be a currently supported version of Microsoft Windows and not be end of life. It is your responsibility to ensure you have proper security applications and controls in place that include but are not limited to anti-virus software, complex passwords, and multi-factor authentication for logon accounts. (Section 6.5 of the Franchise Agreement).

We anticipate that the initial cost for the POS System will be approximately \$7,500. If we designate the supplier for the POS System, it will be included in the Manual or otherwise provided in writing. You must upgrade the computer system, and/or obtain service and support, as we require or as is necessary because of technological developments. There are no contractual limitations on the frequency and cost of this obligation. This includes taking all steps, including but not limited to those related to visibility and management of your Bakery's network, that are necessary to ensure that your Bakery is compliant with all Payment Card Industry Data Security Standards (PCI DSS) requirements, as such standards may be revised and modified by the PCI Security Standards Council (see www.pcisecuritystandards.org), or any successor organization or standards that we may reasonably specify.

We will not reimburse you for any of these costs, and neither we nor any of our affiliates will be responsible for providing you with any maintenance, updates or upgrades to your computer systems.

We have independent, unlimited access to the information the computer system generates, without compensation to you, and we may share revenue and other data concerning your Bakery with other franchisees in the System. You should receive a seller's warranty on the POS System you purchase, but third parties from whom you purchase the POS System do not have a contractual right or obligation to provide ongoing maintenance, repairs, upgrades, or updates unless you obtain a service contract from the third party or a warranty covering the product. We require you to purchase a service contract that covers POS support currently costs approximately \$3,348 annually, subject to change. (Section 6.5 of the Franchise Agreement).

If and at such time we develop and custom design any software programs for conducting accounting, inventory and point-of-sale functions and related activities ("**Proprietary Software Program**"), you, at your own expense, agree to obtain the computer hardware and licensing required to implement the Proprietary Software Program into your Bakery, and to comply with all specifications and standards prescribed by us regarding the Proprietary Software Program, as provided in the Operations Manual. This software will be proprietary to us and Confidential Information of ours. It is possible that we might not be able to alter the Proprietary Software Program and system to accommodate each and every franchisee of the System, and therefore, at such time that we require the implementation of such software, you will only utilize the program as prescribed by us. At such time as we require the implementation of such software, we or our designee agree to provide ongoing service and support to you regarding the Proprietary Software Program and will lease the software to you at the then-current rates published by us. (Section 6.7 of the Franchise Agreement). We require you to maintain high-speed internet access, and we reserve the right to have independent access to any data you collect electronically. You must install, at your expense, the necessary computer hardware and software to provide us with full and direct electronic access to all of your data, software systems, security camera footage, and related information.

Website, Internet Presence and Intranet.

1. You must have and maintain adequate hardware and software in order to access the Internet at the bit speed we require from time to time. We have the right, but not the obligation, to establish and maintain a website that provides information about the System and the products and services offered by System franchises. We have sole discretion and control over our existing Website. We also have the right, but not the obligation, to create interior pages on our Website(s) that contain information about your Bakery and other Bakeries. If we do create such a page, we may require you to prepare all or a portion of the page

for your Bakery, at your sole expense, and may require you to use a template that we provide. (Section 6.6 of the Franchise Agreement). We may use Marketing Production Fund contributions to pay or reimburse ourselves for the costs incurred in connection with the development, maintenance and update of our Website. (Section 6.6 of the Franchise Agreement).

2. You are prohibited from establishing or maintaining a separate website, or otherwise maintaining a splash page or other presence on the Internet through any current or future social networking or reviews site in connection with the operation of your Bakery, including without limitation, Facebook, Instagram, Snapchat, Yelp, Trip Advisor, LinkedIn, Plaxo, Twitter and YouTube, that uses any variation of the Marks or references the System without our prior written permission. (Section 6.6 of the Franchise Agreement).

3. We have the right to modify our policies regarding both our and your use of Internet websites as we deem necessary or appropriate for the best interests of the System. (Section 6.6 of the Franchise Agreement). We are the registrant of the Website, and we or our affiliate will be the sole registrant of any other domain names we decide to register in connection with the System in the future. You are prohibited from registering any domain name that contains words used in, or similar to, any trademark or service mark owned or used by us or our affiliate, or any colorable variation thereof (including any abbreviation, acronym, phonetic variation or visual variation). (Section 6.6 of the Franchise Agreement).

4. You must participate in any System-wide computer network, intranet system or extranet system that we implement and may be required to use such networks to, among other things: (i) process Guest orders for fulfillment; (ii) submit reports to us; (iii) view and print updates to or portions of the Operations Manual; (iv) download approved local advertising materials; (v) communicate with us and other System franchisees; and (vi) complete training. You agree to use such computer network, intranet system or extranet system in strict compliance with the standards, protocols, and restrictions that we include in the Operations Manual or otherwise in writing, including those related to the encryption of confidential information and prohibitions against the transmission of libelous, derogatory or defamatory statements. We reserve the right to charge you a monthly service for certain technology services that we provide to you for the ongoing operation and maintenance of any System-wide computer network, intranet or extranet system that we implement. We have the right to modify and increase such fees as we deem advisable in our sole discretion.

Opening

We estimate that it will take you approximately 6 to 9 months from the effective date of the Franchise Agreement to open your Bakery. The interval may vary depending upon factors including your ability to secure a suitable site and the location and condition of the site.

You are required to purchase or lease an Approved Location for the Bakery meeting our standards and specifications within 90 days of the effective date of the Franchise Agreement. (Section 4.1 of the Franchise Agreement). In the event you do not meet the 90-day site selection deadline, we will charge you a fee of \$3,500 on the 90th day via an EFT. However, in the event you open your bakery within 270 days of the effective date of the Franchise Agreement, we will refund the \$3,500 fee. We have the right to terminate your Franchise Agreement if you fail to pay or if we are otherwise unable to process the \$3,500 payment.

Under Section 4.4 of the Franchise Agreement, you must (i) purchase or lease an Approved Location, (ii) conform the Approved Location to our standards and specifications for the appearance, layout, and design of a Bakery, (iii) fully equip and supply the Approved Location and (iv) open the Bakery within 270 days after the effective date of the Franchise Agreement. If you fail to do so, we have the right to

terminate the Franchise Agreement under Section 14.3(d) without refunding any fees to you. We have the right to terminate the Franchise Agreement if more than 365 days have passed since the effective date of the Franchise Agreement with no opportunity to cure your breach of the Franchise Agreement. Any extension provided to you by us is subject to our sole discretion and, if granted, you will be required to pay us a fee for such extension in one lump payment, such fee being equal to 70% of our then-current initial franchise fee. An extension, if granted, will only extend the deadline for opening of the particular Bakery and will not affect your deadlines for opening any other Bakeries as required under your Development Rights Rider's mandatory development schedule.

Third-Party Delivery Service Providers

See Item 12 of this disclosure document for a description of our third-party delivery service provider program (e.g., Uber Eats or Door Dash).

Training

Two people, one of which must be you (in the event you are an individual) or your Operator (in the event you are an entity), must attend and complete, to our satisfaction, our initial tuition-free training program. (Section 7.1 of the Franchise Agreement). The required training lasts up to 4 weeks and consists of training in Product preparation and packaging, maintaining financial controls and general bookkeeping procedures, operational techniques, using our required equipment and computer hardware and software, inventory controls, marketing and advertising techniques, and Guest service and maintenance of quality standards. All training will take place at one of our or our affiliate's company bakeries in Dallas, Texas, or any other location we designate. You, your Operator or any other trainees must attend the initial training program at the same time.

In addition, we will provide one of our representatives for up to 5 days at your Bakery for additional training and opening assistance. You are responsible for all training related expenses, including you and your employees' travel, meal, lodging, and payroll expenses associated with attending the initial training program. You must complete training before opening your Bakery. If you or any Operator fails to complete training to our satisfaction, the respective person may repeat the course, or in the case of an employee, you may designate a substitute to attend our next available training program. We may charge our then-current fee for replacement initial training attendees. We have the right to terminate the Franchise Agreement if you fail to complete training to our satisfaction within the time frames we prescribe. If you are approved to expand as a multi-unit franchisee, you will be responsible for the initial training of the management team for your second bakery and beyond. Our initial training program can be summarized as follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Orientation/History/Philosophy of Nothing Bundt Cakes	5	0	Dallas, Texas
Use of the Manual	3	0	Dallas, Texas
Pre-Opening Procedures	6	0	Dallas, Texas

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Advertising & Marketing	3	3	Dallas, Texas
Management Procedures	6	25	Dallas, Texas
Franchise Reporting Requirements	2	0	Dallas, Texas
Accounting/Record keeping	1	0	Dallas, Texas
Front Counter/Guest Service Procedures	2	15	Dallas, Texas
Baking Procedures	6	34	Dallas, Texas
Crafting Procedures	2	17	Dallas, Texas
Frosting Procedures	3	19	Dallas, Texas
Delivery Procedures	1	0	Dallas, Texas
Inventory Management	3	1	Dallas, Texas
POS System	0	2	Dallas, Texas
Cleaning Procedures	0	2	Dallas, Texas
Safety Procedures	0	1	Dallas, Texas
Totals	40	119	

The training instructors and their years of experience within the industry and with the System are listed below. The training managers may utilize other employees with appropriate levels of experience to assist them with all aspects of training.

Instructor	Years of Experience in the Industry	Years of Experience with Franchisor or an Affiliate
Julie Klinger	36	2.5
Anne Marie Samson	18	1
Megan Unkenholz	20	3
Holly Christensen	21	1
Maygen Brophy	5.5	10 months
Karol Monge	9	6 months
Shelby Nix	15	6

You must train your other employees using our training materials. We will provide you with training materials for your use in training your personnel. Only the materials we provide can be used by you to train your personnel. Updated training materials will be provided on request. All training materials we produce constitute part of our trade secrets and confidential information. You agree not to challenge our rights in and to any training materials. (Section 7.2 of the Franchise Agreement).

To assist you in the operation of your Bakery, we may offer and require you and/or your employees to attend any additional training programs and refresher courses. You are responsible for you and your personnel's travel, meal, lodging, and payroll expenses associated with attending additional training programs. The additional training programs and refresher courses will be at our then-current tuition for such training. (Section 7.3 of the Franchise Agreement).

ITEM 12 **TERRITORY**

Franchise Agreement

You will operate the Bakery from a location which we approve (“**Approved Location**”). At the time you sign the Franchise Agreement, you will enter into our Site Selection Addendum, attached as Exhibit 1 to the Franchise Agreement, which will identify a site selection territory and govern the site selection process.

You may not relocate the Bakery without our prior written consent. If we grant you permission to relocate, or if we determine, not more than 18 months nor less than 12 months prior to the end of any term of your Lease, that the commercial characteristics of your Approved Location no longer meet our criteria for a Nothing Bundt Cakes bakery, you must find another location for your Bakery within your Territory. You must comply with our then-current site selection procedures and construction procedures. In such a circumstance, you must obtain our express written consent to relocation, procure a site acceptable to us within 90 days prior to closing operations at your current Approved Location, and open for business at the new Approved Location within 30 days of closing business at your existing Approved Location. You must comply with our then-current site selection procedures and construction procedures. In the event you are required to relocate as the result of a fire or other casualty, within 90 days following the date of the loss due to fire or other casualty and except to the extent you collect business interruption payments during any transitional period, we will not collect the Royalty on the condition that you comply with our relocation criteria and find a new location approved by us within 30 days of the fire or casualty. If you relocate your Bakery without our prior written consent, we shall have the right immediately to terminate the Franchise Agreement.

We will grant you a protected area within which we will not open another Bakery under the Marks and System (the “**Territory**”), as identified in Data Sheet to the Franchise Agreement. The Territory's boundary around your Approved Location will depend on your market area, including population density, drive times, and similar factors. There is no set minimum or maximum radius. We do not guarantee a certain population density in your Territory. Depending on the location of your Approved Location and your specific market and circumstances, the radius will be measured in terms of miles or number of blocks from the Approved Location. However, if you operate in a **ROFR Site** (based upon our authorizing you to do so), your Territory might be limited to the physical footprint of the specific site/premises. Otherwise, your Territory will exclude all Non-Traditional Sites (as defined below) physically located within the Territory. There are no restrictions on our or our Affiliate's right to operate and grant others the right to operate Approved Locations at Non-Traditional Sites. Upon renewal of your Franchise Agreement, we reserve the right to modify and/or reduce the size of your Territory to be consistent with our then-current criteria for determining the size of a franchisee's territory.

You will not receive an exclusive territory. Your limited territorial rights will not be exclusive in terms of marketing rights, delivery, or clientele. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We have the right to open or license others the right to open a non-traditional site within the Territory, provided however, we will give you a right of first refusal to establish and operate a Bakery at any **ROFR Site**, which we define as any mall (indoor and outdoor) food courts, food halls, fairs, festivals, and locations or events designed for large gatherings. For this reason, your Territory is not deemed exclusive. (Section 4.7 of the Franchise Agreement).

Until your Bakery opens, we reserve the right to deliver and ship, and allow other system franchisees the right to deliver and ship, Products to customers (sometimes called “**Guests**”) located within your Territory. However, subject to our reserved rights under the franchise agreement and our E-Commerce Program, once your Bakery opens, no franchisee may deliver or ship Products to Guests located in your Territory and all customer account information should be transferred to you upon your request. Your rights described in the preceding sentence will not apply, however, if you refuse or fail to fulfill e-commerce orders, fail to deliver goods or services meeting our standards and specifications, or are otherwise not in material compliance with your obligations under your franchise agreement. In such cases, we may allow a Bakery outside of your Territory to fulfill your orders without any compensation to you, reimburse the Guest for any unfulfilled order, provide gift certificates, or otherwise remedy the situation, and you will be responsible for all of our costs in doing so. You agree to pay us or our designated supplier the then-current E-Commerce Program fees associated with maintaining the Website or other platform and fulfilling Guest orders.

On the other hand, you may deliver and ship Products to Guests located outside of your Territory provided that the Guest is not located within the territory of another open System Bakery. If the Guest is located within a territory subsequently sold to another System franchisee, upon the opening of such Bakery, you must immediately cease delivering or shipping Products to such Guest and transfer all Guest account information upon request of the Bakery owner. Subject to Sections 1.3 and 1.4 of the Franchise Agreement, you cannot, by yourself, through any Guest, courier service, or other agent, knowingly deliver, sell or ship Products within any other open Bakery’s territory, or a corporate territory which we or our affiliates own and operate. If you do, you must remit all Net Revenues earned from the sale directly to the franchisee that owns the Bakery whose territory includes the geographic area where the Products were delivered or shipped (or us or our affiliate if it is a corporate territory) and make a \$500 contribution to the Production Fund per violation.

You may not advertise or promote your Bakery outside of your Territory without our written consent, which we may withhold or revoke at any time and for any reason.

Minimum Performance Criteria

Your Bakery must meet the following minimum annual Net Revenue requirements within the time frames specified below (the “**Minimum Net Revenue Requirement**”):

<u>Performance Period</u>	<u>Minimum Net Revenue Requirement</u>
1 st Year of Operations	\$450,000
2 nd Year of Operations	\$500,000
3 rd Year of Operations	\$550,000
4 th Year of Operations	\$600,000
5 th and Subsequent Years of Operation	\$650,000

The first year of your performance will be pro-rated based on the date of the opening of your Bakery. For example, if your Bakery opens for business on May 1st, your required Minimum Net Revenue Requirement would be \$350,000 divided by 12 months multiplied by 8 months of operations (May – December). Thereafter, your Minimum Net Revenue Requirement will be calculated based on your calendar year of operations. We will include revenues from the E-Commerce Program towards your Minimum Net Revenue Requirement in any performance period.

If you do not meet these Minimum Net Revenue Requirements, you must pay the 5% royalty on the difference between the actual Net Revenues and the Minimum Net Revenue Requirement. Additionally, if you do not meet these Minimum Net Revenue Requirements, you must provide us with documentation of your efforts toward the “10,000 Bites of Joy” program and other marketing efforts, including documentation of event dates, amount of cake provided, eClub sign-ups achieved and the like. While failure to meet these Minimum Net Revenue Requirements does not cause you to lose your limited territorial protection, we have the right to terminate your Franchise Agreement if you fail to meet the Minimum Net Revenue Requirement in any Performance Period.

Development Rights Rider

You may (if you qualify) develop and operate a number of Bakeries within a specific area (the “Development Area”). We and you will identify the Development Area in the Development Rights Rider before signing it. We base the Development Area’s size primarily on the number of Bakeries you agree to develop, demographics, and site availability. We will determine the number of Bakeries you must develop, and the deadlines for development, to keep your development rights. We and you then will complete the schedule in the Development Rights Rider before signing it. Under the Development Rights Rider, we first must accept each new site you propose for each new Bakery. After we accept (and you secure lawful possession of) a proposed site, we also will determine the Territory for that Bakery. Our then-current standards for sites and territories will apply. We have the right to terminate the Development Rights Rider if you do not satisfy your development obligations.

Failure to comply with the Development Schedule in Exhibit A to the Development Rights Rider, including closing Bakeries open during the term of the Development Rights Rider, will result in termination of the Development Right Rider. However, we will not include Bakeries in the Development Area which are being relocated pursuant to our standards and specifications in determining compliance with the Development Schedule. In the event that you fail to meet the Development Schedule and the Development Rights Rider is terminated, you will retain your rights to any individual Bakeries for which you have (a) executed Franchise Agreements, and (b) made all appropriate payments to us.

In order to exercise your rights to open each additional Bakery under a Development Rights Rider, you must: (a) be fully compliant with the terms of the Development Rights Rider and any other agreements with us, our affiliates, and our approved and designated suppliers, and have complied with those agreements during their respective terms; (b) have fully met your performance requirements stated in your individual Franchise Agreements, if any; and (c) have satisfied all monetary obligations you owe to us or our affiliates and approved vendors, and pay the remaining \$15,000 of the development fee for each additional Bakery opened under the Development Rights Rider. You must also ensure that neither the Development Rights Rider nor any other agreement between you and us has expired or been terminated and sign a general release in our favor. You must meet these conditions at the time of signing a Franchise Agreement for a Bakery, seeking lease approval for additional Bakeries, and requesting permission to open additional Bakeries.

We will require you to sign our then-current form of Franchise Agreement for each individual Bakery developed under a Development Rights Rider, the terms of which may materially differ from the

terms of the Franchise Agreement attached to this disclosure document. Each Bakery will be operated: (i) from a distinct site located within the Development Area; and (ii) within its own Territory that we will define once the site for that Franchised Business has been approved. We will approve sites for additional Bakeries developed under your Development Rights Rider using our then-current site selection criteria.

Reserved Rights

The license granted to you under the Franchise Agreement is limited to the right to develop and operate one Bakery at the Approved Location in your Territory and does not include: (i) any right to offer any product or service via e-commerce, except through our authorized E-Commerce Program; (ii) any right from the Bakery to sell products or services at wholesale prices or for resale or further distribution; (iii) any right to market or distribute Products in any channel of distribution not specifically identified in the Franchise Agreement; or (iv) any right to exclude, control, or impose conditions on our development of future franchised, company or affiliate-owned bakeries (whether under the Marks or different trade names and trademarks) at any time, within or outside of your Territory (except as otherwise prohibited in the Franchise Agreement). We retain all other rights not expressly granted to you in the Franchise Agreement, and we may, among other things, on any terms and conditions we deem advisable, and without granting you any rights therein:

- (a) own and operate or license to others the right to own and operate Bakeries at any location(s) outside your Territory under the Marks and System, notwithstanding their proximity to the Territory or the Bakery or their actual or threatened impact on sales at your Bakery;
- (b) own and operate or license to others the right to own and operate bakeries at any location(s) inside or outside your Territory under different marks;
- (c) establish and operate, or license others the right to establish and operate, Bakeries at Non-Traditional Sites within the Territory, and solicit and complete work for National Accounts as otherwise provided for in Section 4.7 of the Franchise Agreement;
- (d) sell and distribute, directly or indirectly, or license others to sell and distribute within or outside the Territory, directly or indirectly, without compensation to any franchisee, any products, services or merchandise, from any location or to any purchaser or through any alternative channel or method of distribution (i.e., non-bakery) including, but not limited to, selling Products via retail and wholesale distribution, in an airport, train, or bus station, supermarket location, convenience store, office building, military base, commissary, hospital, health care facility, college or university campus, club store, cafeteria, stadium, arena, ballpark, country club, casino, resort, or theatre and other retail facilities not solely dedicated to the sale of the Approved Products, mail order, third-party delivery services, and e-commerce channels, as long as these sales are not conducted from a dedicated Nothing Bundt Cakes® Bakery operated from a location inside the Territory (collectively, “**Non-Traditional Sites**”), except we will give you a right of first refusal to establish and operate a Bakery at any malls (indoor and outdoor) food courts, food halls, fairs, festivals, and locations or events designed for large gatherings (individually, a “**ROFR Site**” and collectively, the “**ROFR Sites**”), provided that: (i) you must be compliant with any and all agreements between you and us, our affiliates and our approved and designated suppliers; (ii) the ROFR Site is within your Territory and you meet the property owner’s current requirements for a party to utilize the ROFR Site as contemplated by the nature of the ROFR Site; and (iii) you meet our criteria for a multi-unit franchise owner. We will provide you

written notice of our intent to establish and operate a Bakery at a ROFR Site (the “**Notice**”) in your Territory. You will have the period of time specified in the Notice, or if no time period is specified, 30 days from the date of the Notice in which to exercise your right of first refusal which we may condition upon requirements otherwise established in the Franchise Agreement (see Section 4.7), including but not limited to your execution of our then-current franchise agreement (the terms of which may materially vary from the terms of your Franchise Agreement) and payment of our then-current initial fee. If you do not meet our criteria, fail to timely exercise the right of first refusal or decline the opportunity to develop a Bakery at the ROFR Site, then we may offer the opportunity to others, including our affiliates, designees, assignees or other franchisees the right to operate ROFR Sites in your Territory. See Section 4.7 of our form of Franchise Agreement;

- (e) merge with, acquire or be acquired, establish or become associated with any businesses or locations of any kind under other systems and/or trademarks or trade names, which businesses and locations may offer or sell items, products and services that are the same as or similar to the services and products offered at or from any Approved Location and which may be located anywhere within or outside your Territory; and
- (f) engage and license others to engage in any other activities not expressly prohibited by the Franchise Agreement.

We reserve the same rights in the Development Rights Rider concerning the Development Area as described above and otherwise may engage in any other activities not expressly prohibited by the Development Rights Rider.

Third-Party Delivery Service Providers

We reserve the right to engage third-party delivery service providers to deliver Approved Products to Guests in your Territory which are ordered through the 3PD Providers’ online marketplace platforms. The 3PD Providers may elect to fulfill Guest orders from your Bakery or any other Bakery, and you agree that the 3PD Providers’ fulfillment of such orders (even if it means other Bakeries make sales within your Territory) does not violate any territorial rights granted to you and is specifically reserved to us under Section 1.3 of the Franchise Agreement. The Bakery selected by a 3PD Provider to fulfill the order will be determined solely by the 3PD Provider in accordance with its delivery service algorithms, which evaluate a number of different factors before selecting one Bakery to fulfill the order. Franchisees have no right to object to or contest any decision made by a 3PD Provider with respect to the Bakery selected to fulfill 3PD Provider sales, the priority in which your Bakery is listed on the 3PD Provider marketplace, and other decisions related to the placement and fulfillment of 3PD orders. If a franchisee is selected by a 3PD Provider to fulfill an order, the franchisee will be obligated to satisfy the order in accordance with standards prescribed by us and the 3PD Provider from time to time. Further, the franchisee will agree that it will, if required, sign agreements directly with 3PD Providers that will govern the franchisee’s participation in our 3PD Provider program and that the franchisee will be bound by the terms and conditions of our agreements with each of the 3PD Providers. Subject to additional procedures, rules and policies adopted by us, 3PD Providers will collect all funds from Guests ordering through their online platforms. The 3PD Providers will remit to the franchisee the purchase price for the products purchased less the 3PD Provider’s commission and other fees and charges. We reserve the right to amend, modify and even terminate any 3PD Provider program, but you are obligated to participate in any such 3PD Provider program in accordance with its current terms as long as it remains in effect.

E-Commerce Program

The grant of a franchise includes the right, but also the obligation to engage in e-commerce through our E-Commerce Program which includes our Website and other e-commerce platforms approved by us including, but not limited to, 3PD platforms. Pursuant to the E-Commerce Program, you must fulfill online orders Guests place which require pick-up, delivery, or shipping within your Territory pursuant to the terms we negotiate. You are required to offer delivery on the Website and other e-commerce platforms approved by us as well as offer delivery for phone and walk-in orders. The Bakery selected to fulfill an E-Commerce Program order will be determined solely by us or the third-party platform in accordance with algorithms that evaluate a number of different factors. Franchisees have no right to object or contest any decision made by us with respect to the Bakery selected to fulfill orders. All Guest payments will be remitted directly to the franchisee's designated bank account, net of any vendor's then-current credit card processing or other fees (the "Vendor Fee") and gateway fees, to administer the platform and process payments, which are subject to change. We have the right to change the products and services offered through any E-Commerce Program and the suggested retail price for such goods. We may prohibit a franchisee from participating in the E-Commerce Program if the franchisee is not compliant with the terms of the E-Commerce Program, its franchise agreement, the Operations Manual, or any other agreement with us or our affiliates and subsidiaries. We may change the user terms, approved e-commerce platforms, our vendors, and methods and times for payment under the E-Commerce Program at our discretion. If a franchisee refuses or fails to fulfill e-commerce orders, fails to offer delivery, fails to deliver goods or services meeting our standards and specifications, or is otherwise not in material compliance with its obligations under its franchise agreement, we may allow a Bakery outside of the franchisee's territory to fulfill the orders without any compensation, reimburse the Guest, provide gift certificates, or otherwise remedy the situation, and the franchisee will be responsible for our costs in doing so. As a franchisee, you must pay us or our designated supplier the then-current E-Commerce Program fees associated with building and maintaining the Website or other platform and fulfilling Guest orders. We may require a franchisee to ship cakes from your Bakery to locations outside of your Territory

Alternative Channels of Distribution

At this time, we have not established other channels of distribution for products and services that are the same or similar to the products and services offered at Nothing Bundt Cakes® Bakeries, either under our Marks or under different trademarks, but reserve the right to do so at any time. However, certain products or services from our affiliates, whether currently existing, in research and development, or developed in the future, may be distributed in your Territory/Development Area by us or our affiliates, or our franchisees, licensees or designees, in the manner and through such channels of distribution as we determine at our sole discretion. Alternate channels of distribution include, but are not limited to, sales of cake mixes, cake making kits, kitchen supplies, and aprons and other apparel via the e-commerce channels, through wholesale distribution, through retail and wholesale outlets, supermarkets and via direct marketing and mail order catalog. The Franchise Agreement does not grant you the right to distribute the products as described in this paragraph. At our sole discretion, we reserve the right to share with you any of the proceeds generated from our activities through the use of alternate channels of distribution.

Non-Traditional Sites and National Accounts

In addition to the description of Non-Traditional Sites in the Reserved Rights section above, we have the right to enter into agreements, arrangements, and programs, or to directly provide Products to, (i) Non-Traditional Sites, wherever located, and (ii) "National Accounts," wherever located. A National Account may include, but is not limited to, an entity that, on their own or through agents, franchisees, or licensees, or other third parties, own, manage, control or otherwise represent multiple commissary-style locations, as well as retail or wholesale outlets, novelty gift shops, large commissaries, corporations, organizations, government entities, and health and school systems, without regard to the aggregate contract

amount of the services to be performed. A National Account may also include a gifting program that we operate ourselves or through other franchisees, licensees, or third parties, to provide Products to locations and clientele within or outside of your Territory. We will determine whether an entity constitutes a National Account at our sole discretion, and you disclaim any compensation or consideration for work performed by others in your Territory pursuant to the terms of the Franchise Agreement (Section 4.7).


The Franchise Agreement does not grant you the right to engage in wholesale distribution.



Except as otherwise provided in the Franchise Agreement, your Territory may not be altered without your approval, and we will not modify your territorial rights within your Territory under any other circumstances. The Franchise Agreement does not contain any provisions under which you might receive any options, rights of first refusal or similar rights to acquire additional franchises within the Territory or in any contiguous areas.

Except, described in Item 1, we do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our affiliates, including the Affiliated Programs described in Item 1 and other portfolio companies that currently are or in the future may be owned by private equity funds managed by Roark Capital Management, LLC, may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell. Item 1 describes our current Affiliated Programs that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. All of these other brands (with limited exceptions) maintain offices and training facilities that are physically separate from the offices and training facilities of our franchise network. Most of the Affiliated Programs are not direct competitors of our franchise network given the products or services they sell, although some are, as described in Item 1. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers near your business. Because they are separate companies, we do not expect any conflicts between our franchisees and our affiliates' franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.

ITEM 13
TRADEMARKS

You will obtain the right to use the following Marks in connection with operating your Bakery, all of which are registered with the U.S. Patent and Trademark Office (“PTO”) on the Principal Register. We currently own all of the trademarks listed in the table below. All required affidavits and renewals have been filed for these Marks.

Mark	Registration Number	Registration Date
	3,309,781	October 9, 2007
Nothing Bundt Cakes	2,697,008	March 18, 2003
Frosting Design	3,526,479	November 4, 2008

Mark	Registration Number	Registration Date
Bundtini	3,839,009	August 24, 2010
	4579282	August 5, 2014
	4579284	August 5, 2014

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, any state trademark administrator or court, or any pending infringement, opposition or cancellation proceedings, nor any pending material litigation involving the Marks shown above. There are no agreements currently in effect which significantly limit our right to use or license others the right to use the Marks in any manner material to the System. We are not aware of any superior prior rights or infringing uses that could materially affect your use of the principal Marks.

We may add additional trademarks to the System or discontinue the use of any mark used in connection with the System at any time. You must promptly notify us of any suspected unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use, the Marks. We have the sole right to direct and control any administrative proceeding or litigation involving the 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 Marks.

We will defend you against any third-party claim, suit, or demand arising out of your use of the Marks. If we, in our sole discretion, determine that you have used the 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 Marks in accordance with the Franchise Agreement, we will control the defense but 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 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 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 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. Before entering into the Franchise Agreement, you should make every effort to ascertain that there are no existing uses of the 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.

We are the lawful and sole owner of the domain name nothingbundtcakes.com. You cannot register any of the Marks now or hereafter owned by us or any abbreviation, acronym or variation of the 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 a website using the Marks. You may access our website through your assigned Bakery 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; or (iii) create or register any Internet domain name in connection with your franchise.

You may use only the Marks which we designate and may use them only in the manner we authorize and permit. Any goodwill associated with the Marks or our System, including any goodwill which might be deemed to have arisen through your activities, inures directly and exclusively to our benefit. You may use the Marks only at the Approved Location or in advertising for the Bakery. You must use all Marks without prefix or suffix and in conjunction with the symbols “SM,” “TM,” “S” or “R,” as applicable. You may not use the 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 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 the business name “Nothing Bundt Cakes®.” You must promptly register at the office of the county in which your Bakery is located, or such other public office as provided for by the laws of the state in which your Bakery is located, as doing business under such assumed business name.

All of your advertising must prominently display the Marks and must comply with our standards for using the 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 Marks. You may use the 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 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 Bakery (in the manner we prescribe) in conjunction with any use of the 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 Bakery premises.

We reserve the right to substitute different Marks for use in identifying the System and Bakeries operating under the System. You must discontinue using all 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 Marks at your expense.

Development Rights Rider

The Development Rights Rider does not grant you any independent right to use the Marks. Your right to use the Marks will be governed solely by the terms and conditions of your individual Franchise Agreements with us.

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 the Proprietary Recipes and training procedures, 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 Franchise System and any of our copyrighted materials in our discretion and may require that you cease using any outdated copyrighted materials. 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 and other trade secrets, supplier networks and pricing plans through supplier networks, operating systems, other standards and specifications for product and/or service placement and pricing, price marketing mixes related to products and services offered under the System, copyrighted materials, including the Operations Manual, and other methods, techniques, and know-how concerning the operation of the Bakery (“**Confidential Information**”) you will acquire in your capacity as our franchisee. Guest information, including Guest names, contact information, purchasing histories, and discounts offered to Guests (collectively, “**Guest Information**”) also constitute our trade secrets and confidential information. You must report all required Guest Information into our Guest management database (the “**CRM**”).

We do not presently sell or otherwise disclose Guest Information to third parties. You are prohibited from disclosing Guest Information to third parties for any purpose and must adhere to any privacy policies we may now or in the future establish with respect to Guest information. You may divulge Confidential Information only to employees who must have access to it in order to perform their employment obligations. In order to protect our Confidential Information, you shall cause each of your Owners and other employees who have access to our Confidential Information, received training from us or whom we may reasonably require, to execute a confidentiality agreement consistent with the restrictions set forth in the Franchise Agreement with respect to our Confidential Information. We have created a form of Confidentiality Agreement for your convenience which is attached to the Franchise Agreement as Exhibit 4. You are not obligated to use the form of Confidentiality Agreement. However, if you choose to use it, it is your obligation to have it reviewed by your local attorney and otherwise to ensure it is valid and enforceable under applicable law. It is your obligation to ensure that any form of confidentiality agreement that you utilize to comply with the restriction on the use and disclosure of Confidential Information as set forth in the Franchise Agreement is valid and enforceable under applicable law.

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 Bakery, training, operation, or other business materials, you shall 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 shall be the sole owner of all patents, patent applications, trademarks, copyrights and other intellectual property rights related to the new concepts. You and your principals must 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 must 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 new 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 must 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 are found to be invalid or otherwise unenforceable, you and your principals must grant 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

You must devote your personal full-time attention and best efforts to the management and operation of the Bakery. In the event that you are a corporation, limited liability company or partnership, one of your principals must serve as the operator of the Bakery (the “**Operator**”) and dedicate their full time and attention and best efforts to the day-to-day operations of the Bakery. The Operator must be approved by us and must successfully complete our initial training program and meet our then-current standards for Operators before assuming the position of Operator. An Operator must have full authority to act on your behalf in in all dealings with us.

In the event that none of your principals are approved by us to serve as the Operator, or are unable to dedicate their full time and attention to the day-to-day operations of the Bakery, you may appoint a non-principal to serve as the Operator, provided that the non-principal operator meets our then current standards for Operators, successfully completes our initial training program, and is approved by us before assuming the position of Operator.

Your Operator may, in our sole discretion, be approved for multiple franchise agreements or multiple Bakeries. You will keep us informed at all times of the identity of any employees acting as Operator of a Bakery, and any change in their employment status. Operators are not required to have an equity interest in your Bakery. In any event, you are personally responsible for the operation of your Bakery(s) and your Bakery must at all times be staffed with an Operator who has successfully completed our initial training program.

In the event that an Operator resigns or is otherwise terminated, you will have 60 days to hire a replacement Operator who meets our then-current standards for an Operator and who is approved by us in writing before hiring. The new Operator must complete initial training to our satisfaction within 30 days after being hired, subject to the availability of our personnel.

Your Operator(s) shall devote full time and best efforts to the day-to-day operation and management of the Bakery and shall not engage in any other business activity without our prior written consent.

You (or if you are a corporation, each of your shareholders; or if you are a partnership, each of your general partners; or, if you are a limited liability company, each of your members), and your/their spouse(s) must sign a Personal Guaranty attached as Exhibit 6 to the Franchise Agreement or Exhibit 2 to the Development Rights Rider, as applicable. In addition, to the extent your financials alone do not qualify you for a franchise, we may require your spouse to execute a personal guaranty, to the extent your spouse’s financials are necessary to qualify you for a franchise.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all of the products which we require and only the products which we authorize for the System, in the manner we prescribe, which presently include cakes, baking supplies, design accoutrements, apparel, and related goods and services. You will not offer to sell or provide at or through the Bakery any merchandise, products or services that have not been approved in writing or use the premises for any other purpose other than the operation of the Bakery. You may not use nor sell any Products that do not meet our standards and specifications, unless approved in writing.

You will offer and sell all Products in accordance with our standards and specifications. We have the right to require you to offer and sell additional goods or services as we may designate. There are no limits on our right to do so. You must at all times maintain sufficient levels of inventory to meet and satisfy consumer demand and maintain the goodwill associated with the Marks and System. You must stop using or offering disapproved products or services immediately upon notice that such services or products have been discontinued. If the law prohibits the use or sale of any product or service, use must cease immediately.

Your grant of a Bakery does not include: (i) any right to offer any services via e-commerce, apart from our E-Commerce Program; (ii) any right to establish an independent website or to establish a URL incorporating the Marks or any variation thereof; or (iii) any right to distribute, market, or implement our services in any channel of distribution not specifically identified in the Franchise Agreement.

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.

	PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
a.	Length of franchise term	2.1 of Franchise Agreement and 3 of Development Rights Rider	The term shall begin on the date we sign the Franchise Agreement and shall continue until 10 years from the Bakery opening date. In the event you purchase an existing Bakery from an existing franchisee, the term shall be for the remaining unexpired term of the seller's franchise agreement. Development Rights Rider term depends on development obligations
b.	Renewal or extension of the term	2.2 of Franchise Agreement	One additional 10-year term. No renewal or extension of Development Rights Rider.

	PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
c.	Requirements for you to renew or extend	2.2 of Franchise Agreement	You must: (i) provide notice of your renewal no fewer than 3 months and no greater than 9 months prior to the end of the term; (ii) demonstrate to our satisfaction that you have the right to operate the Approved Location for the duration of the renewal term or, if you are unable to continue operating at the Approved Location, secure a substitute location that is acceptable to us; (iii) have requested and we have conducted a reimage survey not more than twelve (12) months, and not less than six (6) months, prior to the expiration of the then-current term to allow for reimage investment planning; (iv) demonstrate to our satisfaction that you are financially capable of operating the Bakery for a renewal term by providing us with financial records as requested by us, including but not limited to those set forth in Section 12.1 of the Franchise Agreement, and subject to our inspection and audit right in in the Franchise Agreement; (v) complete to our satisfaction, no later than 90 days prior to expiration of your then-current term, all maintenance, refurbishing, reimaging, renovating, updates and remodeling of the Bakery premises, as well as any update to required hardware and software, as necessary to bring the Bakery and all equipment into full compliance with our then-current System standards and specifications for new franchisees; (vi) not be in breach of any provision of the Franchise Agreement, or any other agreement with us, our affiliates, approved/designated suppliers and vendors, and also be in substantial compliance with these agreements during their respective terms; (vii) satisfy all monetary obligations you have to us, our affiliates, and approved or designated suppliers/vendors; (viii) at your expense, you complete to our satisfaction our then-current training requirements, if any, for renewing franchises; (ix) execute our then-current form of Franchise Agreement, the terms of which may materially vary from the terms of your current Franchise Agreement including, but not limited to, a modification of your Territory as we deem appropriate under the then-current criteria we utilize for determining the size of a franchisee's territory and pay a renewal fee equal to 50% of our then-current initial franchise fee; and (x) you execute a general release in favor of us and our affiliates in the form we prescribe.
d.	Termination by you	Not applicable	Not applicable
e.	Termination by us without cause	Not applicable	Not applicable
f.	Termination by us with cause	14.1 -14.4 of Franchise Agreement and 8	We can terminate upon any material breach of the Franchise Agreement.

	PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		of Development Rights Rider	While termination of the Development Rights Rider does not impact any then-effective franchise agreement, termination of the Franchise Agreement entitles us to terminate the Development Rights Rider.
g.	“Cause” defined – curable defaults	14.3 and 14.4 of Franchise Agreement	<p>We have the right to terminate the Franchise Agreement after providing you a 15 day cure period if: (a) you fail to pay any monies you owe us or our affiliates; (b) you fail to immediately endorse and deliver to us any payments due to us from any third party that is erroneously made to you; (c) you fail to maintain sufficient levels of inventory to meet consumer demand; (d) you fail to purchase or lease an Approved Location within 90 days from the date you sign the Franchise Agreement or if you do not build out your Bakery to our standards and specifications and open for business within 270 days from the date you sign the Franchise Agreement, and you have not otherwise been excused by us from such deadline (although no cure opportunity is available if more than 365 days have passed since you signed the Franchise Agreement); (e) you fail to operate the Bakery during the months, days and hours that we prescribe; (f) you fail to personally supervise Bakery operations or employ adequate personnel;(g) you fail to maintain our quality controls and standards; (h) you fail to procure or maintain any licenses, certifications, or permits necessary for the operation of your Bakery; (i) you fail to notify us of any change in your banking relationship, including changes to banking institutions or account numbers, or if you siphon any portion of the Gross Sales of your Bakery into a bank account not approved of by us or which is not accessible to us via EFT; (j) you offer any unauthorized or unapproved products or services in connection with the operation of your Bakery; or (k) you order or purchase supplies from unapproved suppliers.</p> <p>Except as stated for above, we have the right to terminate the Franchise Agreement after providing you a 30-day cure period if you fail to perform or comply with any one or more of the terms or conditions of the Franchise Agreement or any other agreement with us or our affiliates, including compliance with the Operations Manual.</p>
h.	“Cause” defined – non-curable defaults	14.1 and 14.2 of Franchise Agreement and 8 of Development Rights Rider	The Franchise Agreement will automatically terminate without notice or an opportunity to cure if: (a) you make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for you or the Bakery; (b) proceedings are commenced to have you adjudicated bankrupt or to seek your reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within 60 days, or a trustee or receiver is appointed for you or the Bakery

	PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
			<p>without your consent, and the appointment is not vacated within 60 days; or (c) you purport to sell, transfer or otherwise dispose of your interest in the Franchise Business without our written approval.</p> <p>We have the right to terminate the Franchise Agreement with notice without providing you an opportunity to cure if: (a) you take part in criminal acts or misconduct; (b) you commit fraud or make any material misrepresentations; (c) you make any misrepresentations in connection with the franchise application; (d) you fail to complete our initial training program or any ongoing training program to our satisfaction within the time frames we designate; (e) you receive two or more written notices of default within any 12 month period; (f) you materially breach any other agreement with us or our affiliates, or your landlord, or threaten a material breach of such an agreement, including any lease for the Approved Location, and fail to cure the breach within any applicable cure period; (g) you misuse the Marks or Confidential Information; (h) you violate any health, safety or sanitation law; (i) you violate the in-term restrictive covenants of the Franchise Agreement; (j) a lien or writ of attachment or execution is placed against you and is not released or bonded against within 30 days; (k) you become insolvent; (l) you abandon the Bakery; (m) you misuse our proprietary software; (n) you fail to maintain required insurance; (o) you fail to comply with any governmental notice of non-compliance with any law or regulation within 15 days of the notice; (p) any governmental action is taken against you that results in any obligation upon us; (q) you fail to comply with any anti-terrorist laws; (r) you misuse taxes or other sums held for payment to third parties; (s) there are insufficient funds in your bank account to cover EFT payments 3 or more times in any 12 month period; (t) an audit reveals that you have understated your Royalty or Advertising Requirement payments or expenditures by more than 2%, or you have failed to submit timely reports and/or remittances for any two reporting periods within any 12 month period; (u) you engage in any dishonest, unethical or discriminatory conduct which, in our opinion, reflects adversely on the System, Marks or the Approved Products; (v) you engage in any violent or threatening act towards an employee, customer, or any other person; or (w) you fail to meet the Minimum Net Revenue Requirement in any Performance Period.</p> <p>We have the right to terminate the Development Rights Rider if you do not meet development schedule or other obligations or if Franchise Agreement or another franchise agreement between us and you (or your affiliated entity) is terminated by us for cause or by you for any or no reason. However, termination of the Development Rights Rider does not impact any then-effective franchise agreement.</p>

	PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
i.	Your obligations on termination /non-renewal	15 of Franchise Agreement	Upon termination or expiration of the Franchise Agreement, you must: (i) cease all operations under the Franchise Agreement; (ii) promptly pay all sums you owe us; (iii) cease using the Marks and System; (iv) return to us the Operations Manual and all other manuals, proprietary materials, and Confidential Information; (v) cease using and assist in transferring all of your telephone numbers to us; (vi) vacate the Bakery premises if we exercise our rights under the Collateral Assignment of Lease; (vii) return to us all items reflecting the Marks; (viii) cease holding yourself out as our franchisee; (ix) take necessary action to amend or cancel any business name or equivalent registration which contains our trade name or Marks; (x) allow us to inspect your financial records; (xi) comply with the post term covenants contained in the Franchise Agreement; (xii) cease to use in advertising or in any other manner any methods, procedures or techniques associated with us or the System; (xiii) execute periodically any papers, documents, and assurances necessary to effectuate termination or nonrenewal; and (xiv) pay liquidated damages.
j.	Assignment of contract by us	17.1 of Franchise Agreement	No restrictions on our right to assign or transfer.
k.	“Transfer” by you – definition	17.2 and 17.3 of Franchise Agreement	A sale, transfer or assignment requiring our prior written consent occurs: (i) if you are a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of your voting stock, or any increase in the number of outstanding shares of your voting stock which results in a change in ownership; (ii) if you are a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; or (iii) if you are a limited liability company, upon any assignment, sale, pledge or transfer of any fractional portion of any interest in the limited liability company.
l.	Our approval of transfer by franchisee	17.2 and 17.4 of Franchise Agreement and 9 of Development Rights Rider	You may not transfer any rights in the franchise without our prior written consent. We have the right to condition our approval of any sale, transfer, assignment or encumbrance as described below. Your development rights under Development Rights Rider are not assignable.
m.	Conditions for our approval of transfer	17.4 of Franchise Agreement	We will approve a proposed transfer if: (i) all of your accrued monetary obligations to us, our affiliates, and our approved and designated suppliers have been paid; (ii) all existing defaults under the Franchise Agreement have been cured; (iii) you execute a general release in favor of us and our affiliates; (iv) you provide us a copy of the executed purchase agreement; (v) the transferee meets our qualifications; (vi) the transferee executes our then-current Franchise Agreement for the remaining unexpired term of the Franchise Agreement; (vii) you or the transferee pays us a \$8,000 transfer fee in the event of a transfer of the Bakery or \$5,000 in the

	PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
			<p>event of a transfer of the ownership interests in franchisee; (viii) the transferee satisfactorily completes our training program; (ix) you comply with the post term provisions of the Franchise Agreement; (x) the transferee obtains all necessary licenses and permits required to operate the Bakery; (xi) 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; (xii) the transfer is made in compliance with all applicable laws; (xiii) the purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation of the Bakery and performance under its Franchise Agreement; (xiv) you must request that we provide the prospective transferee with our current form of disclosure document and we shall not be liable for any representations not included in the disclosure document; (xv) our approval of the transfer shall not constitute a waiver of any claims we may have against the transferring party; (xvi) we shall have the right to disclose to any prospective transferee such revenue reports and other financial information concerning you and your Bakery as you have supplied us; and (xvii) we may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer or otherwise.</p> <p>The failure to comply with any of the aforementioned conditions may result in our disapproval of the transfer at any time.</p>
n.	Our right of first refusal to acquire your business	17.7 of Franchise Agreement	We can match any offer for the franchised business. We will notify you within ten (10) business days after receiving notice from you whether we wish to exercise our right to purchase your business.
o.	Our option to purchase your business	15.2 of Franchise Agreement	Upon termination or expiration of your agreement, for whatever reason, we have the option to purchase the assets of your business at book value.
p.	Your death or disability	17.5 of Franchise Agreement	Upon your death or disability, your rights under the Franchise Agreement may pass to your heirs or legatees, provided that, within 90 days of your death or disability, they agree to assume your obligations under the Franchise Agreement, successfully complete our initial training program, and otherwise meet our satisfaction.
q.	Non-competition covenants during the term of the franchise	16.1 of Franchise Agreement	During the term of the Franchise Agreement, neither you, nor any member of your immediate family or the immediate family of your Owners who work at the business may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation: (i) own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in any other business which operates or licenses the sale of businesses which offer and sell cakes, baked goods, gift packages, novelty items, or any other goods or services authorized or offered for sale by System franchisees, provided this restriction does not apply to

	PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
			any other Bakery; or (ii) solicit the Bakery's Guests, any National Account or contact our suppliers or vendors for any competitive purpose. The Franchise Agreement provides a list of brands which sell cakes, cookies, baked goods, etc. which we designate as being competitive brands.
r.	Non-competition covenants after the franchise is terminated or expires	16.2 of Franchise Agreement	For a period of 2 years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, neither you, your Owners, nor any member of your immediate family or the immediate family of your Owners who work at the business may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, (i) enter into any business competing in whole or in part with us in granting franchises or licenses to operate businesses which offer and sell cakes, baked goods, gift packages, novelty items, or any other goods or services authorized or offered for sale by System franchisees at the time the Franchise Agreement is terminated or expires and is not otherwise renewed; or (ii) own, maintain, engage in, lend money to, extend credit to, have any interest in, or be employed as an officer, director, executive, or principal of: (a) businesses which offer and sell cakes, baked goods, gift packages, novelty items, or any other goods or services authorized or offered for sale by System franchisees at the time the Franchise Agreement is terminated or expires and is not otherwise renewed (a) at the franchised business premises, (b) within the Territory, or (c) within a radius of 10 miles of the perimeter of (1) the Territory being granted hereunder or (2) any other Territory licensed by us as of the date of expiration or termination of the Franchise Agreement; or (iii) solicit business from Guests of your former Bakery or contact any of our suppliers or vendors for any competitive business purpose; or (iv) solicit any of our employees, or the employees of our affiliates or any other System franchisee to discontinue employment. The 2-year time period will be tolled during any default of the non-compete and confidentiality covenants. The Franchise Agreement provides a list of brands which sell cakes, cookies, baked goods, etc. which we designate as being competitive brands.
s.	Modification of agreement	20.2 of Franchise Agreement	The Franchise Agreement may only be modified or amended in writing signed by all parties.
t.	Integration/merger clause	20.2 of Franchise Agreement	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the disclosure document and franchise agreement may not be enforceable.

	PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
u.	Dispute resolution by arbitration or mediation	19.3, 19.4 and 19.5 of Franchise Agreement	<p>You must bring all disputes before our President before bringing a claim before a third party. After exhausting this internal dispute resolution procedure, at our option, all claims or disputes between you and us must be submitted first to mediation in Dallas, Texas in accordance with the American Arbitration Association's Commercial Mediation Rules then in effect. Notwithstanding the obligation to submit to mediation and possibly arbitration as set forth in Section 19.4 of the Franchise Agreement, these obligations shall not apply to any dispute that an applicable federal statute expressly states cannot be subject to a pre-dispute mediation.</p> <p>All disputes (other than proceedings for injunctive relief), claims and controversies concerning the Franchise Agreement, or other agreement regarding the Bakery, the franchisee-franchisor relationship, System standards must be submitted for arbitration to the American Arbitration Association in accordance with the then-existing Commercial Arbitration Rules of the American Arbitration Association. All proceedings, including the hearing, will be conducted at a suitable location that is within ten (10) miles of where we have our (or, in the case of a transfer by us, the then-current franchisor has its) principal business address when the arbitration demand is filed. Arbitration will be held before one arbitrator.</p>
v.	Choice of forum	19.5 and 19.13 of Franchise Agreement	<p>All claims not subject to arbitration must be brought exclusively in the state or federal court of general jurisdiction located closest to where we have our (or, in the case of a transfer by us, the then-current franchisor has its) principal business address when the action is commenced.</p> <p>Proceedings for injunctive relief will be subject to exclusive jurisdiction and venue of any court of general jurisdiction in Dallas, Texas, and the jurisdiction and venue of the United States District Court for the Northern District of Texas.</p> <p>Please see the State-Specific Addenda attached as Exhibit H to this disclosure document for further details. You agree that there will be no class actions. The parties agree to waive jury trials.</p>
w.	Choice of law	19.2 of Franchise Agreement	The Franchise Agreement is governed by the laws of the State of Texas. See the State Specific Addenda attached as Exhibit H to this disclosure document for further details.

ITEM 18
PUBLIC FIGURES

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

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 you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

BACKGROUND

As of December 25, 2022, we had 459 franchised Bakeries open and operating in the United States. We have not audited or independently verified the data submitted by the franchised Bakeries included in these financial performance representations and no assurance can be offered that the data does not contain inaccuracies that an audit might disclose. We will provide you with written substantiation for the financial performance representations upon reasonable request. Prospective franchisees or sellers of franchises should be advised that no certified public accountant has expressed his/her opinion with regard to their contents or form. The franchised Bakeries that are the subject of this financial performance representation operate in metropolitan and suburban locations within all U.S. states other than Alaska, Hawaii, New Hampshire, Rhode Island, Vermont, West Virginia, and Wyoming. None of the financial performance representations considered the financial results of Bakeries operated by our affiliates. All Bakeries identified in this Item 19 are “franchised Bakeries” whether the word “franchised” precedes “Bakery” or “Bakeries.”

Part I: Franchised Bakeries’ Average Net Revenues and KPI’s

Part I below sets forth the Net Revenues and certain Key Performance Indicators (KPI’s) from our fiscal year 2022, December 27, 2021, through December 25, 2022 (“FY 2022”) for 360 franchised Bakeries, all of which have been operating for at least 24 months as of the end of our FY 2022 (“FYE 2022”). This analysis excludes 97 franchised Bakeries which opened during 2021 and 2022 and thus were not open and operating for at least 2 years as of FYE 2022. There were no franchised Bakeries operating for at least 24 months as of FYE 2022 which were excluded from this analysis for any reason. We separated the 360 Bakeries into 1/3’s based on Net Revenues, with the “Top 1/3” reflecting the results of 120 franchised Bakeries with the highest average Net Revenues for FY 2022, the “Bottom 1/3” reflecting the results of the 120 franchised Bakeries with the lowest average Net Revenues for FY 2022, and the “Mid 1/3” reflecting the results of those 120 franchised Bakeries whose average Net Revenues for FY 2022 placed them between the Top 1/3 and Bottom 1/3. The 360 franchised Bakeries had operated for an average of 6.4 years as of FYE 2022.

For purposes of this Part I “Net Revenues” includes all revenues generated from all business conducted at or from a Bakery during FY 2022, including amounts received from the sale, shipping and delivery of food items, amounts received through the E-Commerce program and from gift card sales, and other products and services, merchandise, and tangible property of any nature whatsoever, whether in cash or for credit, and whether collected or not collected. “Net Revenues” does not include the amount of any applicable sales tax imposed by any federal, state, municipal or other governmental authority if such taxes are stated separately when the Guest is charged, and franchisee pays such amounts as and when due to the appropriate taxing authority. Also excluded from Net Revenues are the amount of any documented refunds,

chargebacks, credits, and allowances given to Guests in good faith pursuant to our standard procedures for issuing such refunds.

Values	Top 1/3	Mid 1/3	Bottom 1/3	Avg for All Bakeries	Median	#/% Met/Exceeded Average
# of Bakeries	120	120	120	360		
Avg Net Revenues	\$2,013,739	\$1,354,029	\$941,355	\$1,436,375	\$1,342,656	152 / 42%
Avg SQFT	1,982	1,995	2,039	2,007	1,990	177 / 49%
Avg Ticket	\$27.45	\$26.61	\$26.07	\$26.71	\$26.56	183 / 51%
Avg eClub Members	28,067	17,528	11,673	19,089	16,837	177 / 49%
Avg Online %	31.9%	29.8%	29.4%	30.7%	30.1%	183 / 51%
% Bakeries Open 7 Days	39%	33%	27%	33%	N/A	118 / 33%

Values	Top 1/3	Mid 1/3	Bottom 1/3
Lowest Net Revenues	\$1,569,199	\$1,177,452	\$556,598
Highest Net Revenues	\$3,514,478	\$1,568,666	\$1,176,886
Median Net Revenues	\$1,887,817	\$1,342,656	\$974,477
# Met/Exceeded Average	48	57	66
% Met/Exceeded Average	40%	48%	55%

The 46 franchised Bakeries that opened in 2021 and had 1 full year of operation during FY 2022, had average Net Revenues of \$930,626, a high Net Revenue of \$1,595,443, a low Net Revenue of \$505,670, a median Net Revenue of \$891,425 and 18 (39%) Bakeries met or exceeded the average Net Revenues.

Footnotes:

- **Avg SQFT:** measures the average square footage of the Bakeries in each of the three groups shown above.
- **Avg Ticket:** total Net Revenues divided by the total tickets for the Bakeries in each of the three groups shown above.
- **Avg eClub Members:** count of total valid email addresses of customers who have signed up for the Nothing Bundt Cakes loyalty program.
- **Avg Online %:** total Net Revenues derived from our website and 3PD partners divided by the Bakery's total Net Revenues.
- **% of Bakeries Open 7 Days:** the percentage of Bakeries in each of the three groups who are open 7 days/week.

Part II: Net Revenues and Costs Analysis

Part II of Item 19 sets forth average Net Revenues, average cost of goods sold, average gross margin, average payroll costs, average occupancy expenses, average advertising expenses, average other expenses, and average 4-Wall EBITDA achieved by 294 franchised Bakeries for FY 2022, all of which have been operating for at least 24 months as of FYE 2022. The total number of franchised Bakeries operating as of FYE 2022 was 459, however, we received P&L's for FY 2022 only from a total of 414 franchised Bakeries. From the 414 Bakeries, we excluded 120 franchised Bakeries for the following reasons: (i) 48 franchised Bakeries did not submit full year P&L's for FY 2022; (ii) 46 franchised Bakeries had been operating for less than 24 months as of FYE 2022; and (iii) 26 franchised Bakeries submitted P&L information with Net Revenues either more or less than 10% of the Net Revenue data we collect separately through our point-of-sale ("POS") system – these franchised Bakeries had average Net Revenue on their P&L statements of \$2,384,761 versus our POS Net Revenue data of \$1,490,583. As a result, we assumed

the data from these franchised Bakeries was incorrect and needed to be excluded from this analysis. The 294 franchised Bakeries provided us with their individual, complete unaudited FY 2022 financial statements prior to the issuance of this disclosure document. We separated the 294 franchised Bakeries into 1/3's based on Net Revenues, with the "Top 1/3" reflecting the results of those franchised Bakeries with the highest average Net Revenues for the FY 2022 and the "Bottom 1/3" reflecting the results of those franchised Bakeries with the lowest average Net Revenues for FY 2022. The "Mid 1/3" reflects the results of those 98 franchised Bakeries with average Net Revenues for FY 2022 between the Top 1/3 and Bottom 1/3. The 294 franchised Bakeries had operated for an average of 6.1 years as of FY 2022.

	Bottom 1/3	Mid 1/3	Top 1/3	Average	Median	#/% Met or Exceeded Average
Stores in Analysis	98	98	98	294	294	
Net Revenues	958,115	1,355,850	2,010,606	1,441,524	1,338,251	122/41%
COGS	239,826	339,657	496,922	358,801	336,278	122/41%
Gross Profit	718,290	1,016,193	1,513,684	1,082,722	1,001,974	
% of Net Revenues	75.0%	74.9%	75.3%	75.1%	74.9%	
Labor	276,010	361,405	556,766	398,061	356,962	119/40%
Professional Fees	10,377	11,893	13,800	12,023	10,584	129/44%
Delivery	10,120	12,034	17,979	13,378	10,029	113/38%
Travel	4,667	7,561	12,271	8,166	3,938	78/27%
Office	6,895	7,880	13,223	9,333	6,239	96/33%
Miscellaneous	1,997	2,525	5,548	3,357	971	62/21%
Other Variable Expenses	39,868	57,612	83,912	60,464	56,458	132/45%
Total Variable Expenses	349,935	460,909	703,500	504,781	445,181	
% of Net Revenues	36.5%	34.0%	35.0%	35.0%	33.3%	
Occupancy	81,774	78,038	90,300	83,370	79,915	125/43%
Utilities	16,921	18,918	22,170	19,336	18,204	121/41%
Other Fixed Expenses	12,543	18,301	24,784	18,543	14,594	103/35%
Total Fixed Expenses	111,238	115,257	137,253	121,249	112,713	
% of Net Revenues	11.6%	8.5%	6.8%	8.4%	8.4%	
Royalty & Marketing Fees	105,393	149,143	221,167	158,568	147,208	
% of Net Revenues	11.0%	11.0%	11.0%	11.0%	11.0%	
4-Wall EBITDA	151,724	290,883	451,765	298,124	296,872	128/44%
% of Net Revenues	15.8%	21.5%	22.5%	20.7%	22.2%	

Notes:

1. "Net Revenues" is same definition as above.
2. "COGS" is defined as all direct costs including dry ingredients, packaging, and decorating costs.
3. "Gross Profit" is defined as Net Revenues less COGs.
4. "Labor" is defined as the cost of hourly employees, manager salary, bonus payments, 401k and other benefits, health insurance, workers comp, payroll tax, outside employment services, staff meetings, and employee related expenses. It excludes owner salary or draw from 172 Bakeries that reported owner

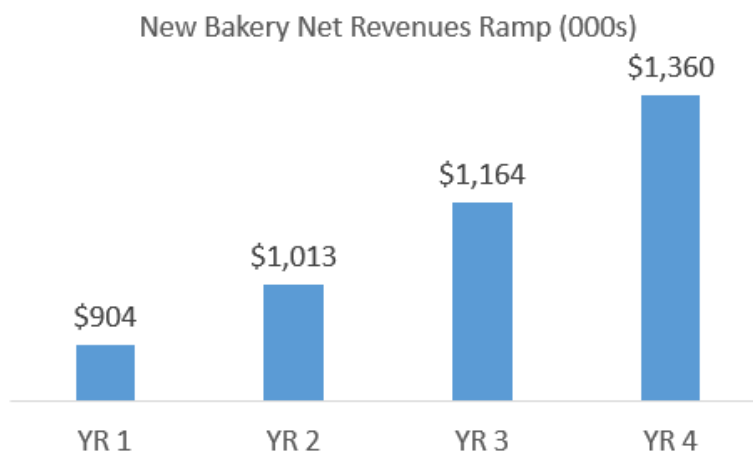
payroll (“Owner Payroll”) and adjusts to remove estimated owner payroll within the remaining 122 Bakeries that did not report Owner Payroll. The 172 Bakeries that reported Owner Payroll incurred an average of \$103,696 per Bakery. For the 122 Bakeries that did not report Owner Payroll, we conducted Bakery owner inquiries from a sample of 23 franchised Bakeries representing 19% of the population of franchised Bakeries (the “**Sample Bakeries**”) who were selected based upon their labor expenses as a portion of Net Revenue. Based on the results of these inquiries, the Sample Bakeries identified an average of \$82,209 per Bakery relating to Owner Payroll and/or other Area Manager payroll expenses misclassified within the Labor line item defined in the first sentence in this footnote. The misclassified Owner Payroll and/or other Area Manager payroll expenses represented 5.5% of the Sample Bakeries’ average Net Revenues of \$1,488,331. We adjusted the Sample Bakeries’ reported Labor to exclude the misclassified amounts and applied a representative adjustment equal to 5.5% of Net Revenue, or \$78,827 per Bakery, to the remaining 99 bakeries that did not report Owner Payroll but were not included in the Sample Bakeries. The bottom third had an average adjustment of \$59,157 per Bakery, the middle third had an average adjustment of \$83,125 per Bakery, and the top third had an average adjustment of \$138,640 per Bakery. Decreasing expenses by \$59,157, \$83,125, and \$138,640 for the bottom third, middle third, and top third, respectively, had the effect of increasing 4-Wall EBITDA.

5. “Professional Fees” is defined by all accounting, legal and consulting fees.
6. “Delivery” is defined all expenses related to automotive and delivery services, including gas, vehicle insurance, registration, repairs and maintenance, toll fees, outside delivery services, and shipping expenses.
7. “Travel” includes expenses for airfare, car rental, convention cost, fuel, lodging, meals and entertainment and parking.
8. “Office” includes expenses related to office supplies, postage, printing and reproduction and computer and internet expenses.
9. “Miscellaneous” includes expenses related to cash over and short, reconciliations discrepancies, charitable contributions, and continuing education.
10. “Other Variable” includes expense related to bank and credit card merchant fees, kitchen supplies, repair and maintenance for equipment, security, store supplies, and uniforms and linens.
11. “Occupancy” is defined as all charges imposed under the lease agreements, including base rent, percentage rent, property tax, CAM charges, any storage rent, and any pest control.
12. “Utilities” is defined by all expenses related to electric, gas, telephone, trash, and water.
13. “Other Fixed Expenses” is defined by all expenses related to business licenses and permits, dues and subscriptions, property and liability insurance, and any lease costs for equipment.
14. “Royalty and Marketing” expenses were adjusted to equal 6% of Net Revenues to account for Royalty fee percentage plus 5% of Net Revenues to account for all Marketing contributions. The total Royalty and Marketing fees and contributions equals 11% of Net Revenues in this analysis. This adjustment ensures the Royalty and Marketing fees/contributions in the P&L accurately reflect the rates new franchisees will pay as a result of purchasing a franchise under the terms of this disclosure document. When making this adjustment, we removed all expenses related to the same expenses/contributions from each Bakery P&L. These adjustments had the effect of reducing Net Revenues and thereby decreasing EBITDA by an average of 2.4%.

15. “4-Wall EBITDA” is defined as Gross Profit less all expenses defined above. 4-Wall EBITDA excludes the following: Consulting Fees, Taxes, Interest Income, Sales Tax Collected, Other Income, Ask My Accounting fees, Other Expenses related to Other Income, Interest Expense, Depreciation, and Amortization.

Part III: New Bakery Sales.

Part III of this Item 19 represents the first 4 years of sales performance for the franchised Bakeries opened during the period from January 1, 2018, to December 31, 2021. Year 1 includes the 183 Bakeries that were open for a full 1-year period by December 31, 2022. Year 2 excludes 47 Bakeries that were not open a full 2-year period by December 31, 2021. Year 3 excludes 92 Bakeries that were not open a full 3-year period by December 31, 2021. Year 4 excludes 141 units that were not open for a full 4-year period by December 31, 2021.



Year	Avg Net Revenues	# of Bakeries	Median Net Revenues	Lowest Net Revenues	Highest Net Revenues	#/% Met or Exceeded Avg
YR 1	\$904	183	\$861	\$378	\$1,987	80 / 44%
YR 2	\$1,013	136	\$962	\$429	\$2,275	62 / 46%
YR 3	\$1,164	91	\$1,121	\$560	\$2,058	44 / 48%
YR 4	\$1,360	42	\$1,263	\$720	\$2,270	19 / 45%

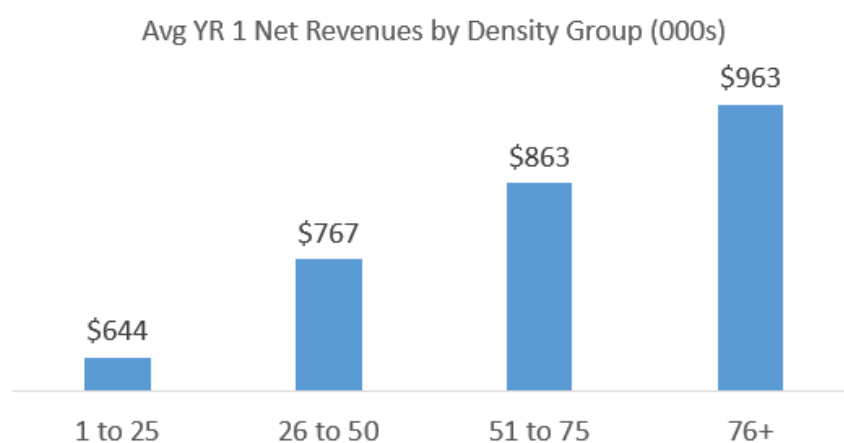
Notes:

1. There were 2 bakeries excluded from Year 1 only because they had \$0 New Revenues in April 2020 from COVID, however, these 2 bakeries were included in years 2 and 3 since they reported Net Revenues for those years. One Bakery is in Pennsylvania and the other Bakery is located in Maine.
2. The 183 Bakeries were located in the following states: Texas (20), Florida (18), California (15), Virginia (10), Ohio (10), North Carolina (8), Pennsylvania (8), Georgia (8), Indiana (8), New Jersey (7), Illinois (6), New York (5), Maryland (5), Missouri (5), South Carolina (4), Wisconsin (4), Washington (4), Michigan (4), Massachusetts (4), Iowa (3), Utah (3), Louisiana (2), Tennessee (2), Colorado (2), Oregon (2), Kentucky (2), Alabama (2), Minnesota (1), Arizona (1), Connecticut (1), Nebraska (1), New Mexico (1), Kansas (1), Mississippi (1), South Dakota (1), Oklahoma (1), North Dakota (1), and Montana (1).

Part IV: Year 1 Net Revenues by Density Group.

Part IV of this Item 19 represents the average first year Net Revenues performance for 416 franchised Bakeries opened for at least one full year during FY 2022. Each Bakery is placed into a group based on the order in which it opened within their respective regions (“**Density Group**”). For this analysis, our Density Groups are broken down into 25 Bakery increments, so if a Bakery is in the Density Group “1-25” in its Region, it means the Bakery was one of the first 25 Bakeries to open and operate within its respective Region. Similarly, a Bakery in Density Group 75+ opened after there were at least 75 Bakeries open and operating in its respective Region, and so on. Data we have collected substantiates that year 1 Net Revenues per Bakery increase with the increase in the number of Bakeries open and operating within a given Region.

We measure 5 regions within the United States, and these are the Bakery counts as of FYE 2022 by Region: Southeast (130), West (102), Midwest (99), Southwest (83), and Northeast (43).

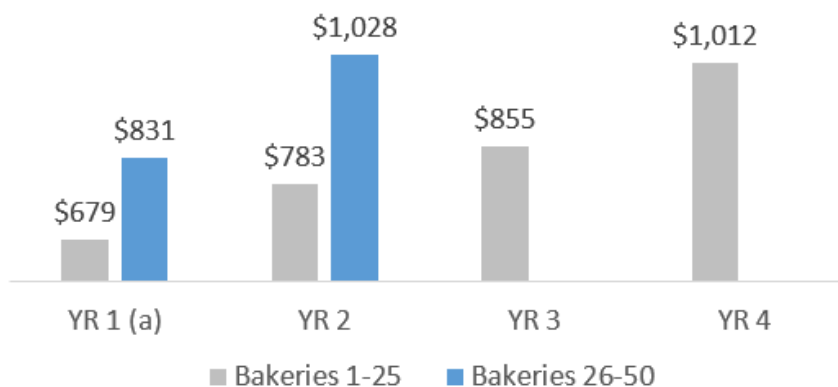


Density Group	YR 1 Net Revenues	# of Bakeries	Median Net Revenues	Lowest Net Revenues	Highest Net Revenues	#/% Met or Exceeded Avg
1 to 25	\$644	118	\$600	\$228	\$1,566	51 / 43%
26 to 50	\$767	112	\$755	\$219	\$1,547	54 / 48%
51 to 75	\$863	100	\$829	\$378	\$1,822	46 / 46%
76+	\$963	86	\$905	\$413	\$1,987	34 / 40%

Part V: Northeast Bakery Net Revenue Ramp by Density Group.

Part IV of this Item 19 represents the average yearly sales performance by Density Class for 37 franchised Bakeries located in the Northeast Region (Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont), opened for at least one full year during FY 2022. Our Northeast Region is the least dense of all Regions as of the date of this Item 19, and therefore the average Net Revenues tend to ramp slower than other Regions. The 37 Bakeries were located in the following states: Pennsylvania (9), New Jersey (7), New York (5), Maryland (5), Massachusetts (4), Maine (1), and Connecticut (1).

Northeast Net Revenues Ramp by Density Group



Year	Bakeries 1-25	# of Bakeries	Median Net Revenues	Lowest Net Revenues	Highest Net Revenues	#/% Met or Exceeded Avg
YR 1 (a)	\$679	23	\$579	\$404	\$1,566	6 / 26%
YR 2	\$783	25	\$721	\$429	\$1,597	6 / 24%
YR 3	\$855	19	\$814	\$560	\$1,372	8 / 42%
YR 4	\$1,012	9	\$1,034	\$720	\$1,378	5 / 56%

Year	Bakeries 26-50	# of Bakeries	Median Net Revenues	Lowest Net Revenues	Highest Net Revenues	#/% Met or Exceeded Avg
YR 1	\$831	12	\$771	\$545	\$1,508	4 / 33%
YR 2	\$1,028	4	\$821	\$557	\$1,911	1 / 25%

Notes:

There were 2 bakeries excluded from Year 1 only because they had \$0 New Revenues in April 2020 from COVID, however these 2 bakeries were included in years 2 and 3 since they reported Net Revenues for these years. One bakery is in Pennsylvania and the other is in Maine.

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

We recommend that you make your own independent investigation to determine whether or not the franchise may be profitable to you. We suggest strongly that you consult your financial advisor or personal accountant concerning financial projections and federal, state and local income taxes and any other applicable taxes that you may incur in operating a Nothing Bundt Cakes® Bakery.

Other than the preceding financial performance representations, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Ms. Camille Penniman at 4560 Belt Line Road, Suite 350, Addison, Texas 75001, (972) 239-3034, the Federal Trade Commission, and the appropriate state regulatory agencies

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

As noted in Item 1, NBC was the franchisor of the Nothing Bundt Cakes system prior to the closing of the Securitization Transaction in July 2021. The figures shown in this Item 20 are as of the Franchisor's fiscal year end for the applicable year and not calendar year end.

Table 1
Systemwide Outlet Summary
For years 2020-2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	318	362	+44
	2021	362	408	+46
	2022	408	459	+51
Company-Owned	2020	13	14	+1
	2021	14	16	+2
	2022	16	16	0
Total Outlets	2020	331	376	+45
	2021	376	424	+48
	2022	424	475	+51

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2020-2022

State	Year	Number of Transfers
Arizona	2020	0
	2021	0
	2022	1
California	2020	2*
	2021	1
	2022	2
Colorado	2020	0
	2021	1
	2022	3
Florida	2020	0
	2021	0
	2022	1

State	Year	Number of Transfers
Georgia	2020	0
	2021	0
	2022	2
Illinois	2020	1
	2021	3
	2022	2
Indiana	2020	0
	2021	1
	2022	0
Minnesota	2020	0
	2021	0
	2022	1
North Carolina	2020	2
	2021	0
	2022	1
Ohio	2020	1
	2021	1
	2022	0
Pennsylvania	2020	0
	2021	1
	2022	1
South Carolina	2020	1
	2021	0
	2022	0
Tennessee	2020	0
	2021	3
	2022	0
Texas	2020	2
	2021	6
	2022	0
Total	2020	9
	2021	17
	2022	14

**One California unit had a partner buy out the other partner.*

Table 3
Status of Franchised Outlets
For years 2020-2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Alabama	2020	3	2	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Arizona	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
Arkansas	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	2	0	0	0	0	4
California	2020	53	4	0	0	0	0	57
	2021	57	2	0	0	0	0	59
	2022	59	3	0	0	0	0	62
Colorado	2020	10	0	0	0	0	0	10
	2021	10	1	0	0	0	0	11
	2022	11	1	0	0	0	0	12
Connecticut	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Delaware	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Florida	2020	24	3	0	0	0	0	27
	2021	27	4	0	0	0	0	31
	2022	31	5	0	0	0	0	36
Georgia	2020	10	2	0	0	0	0	12
	2021	12	2	0	0	0	0	14
	2022	14	3	0	0	0	0	17
Idaho	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Illinois	2020	21	2	0	0	0	0	23
	2021	23	0	0	0	0	0	23
	2022	23	1	0	0	0	0	24

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Indiana	2020	4	3	0	0	0	0	7
	2021	7	3	0	0	0	0	10
	2022	10	1	0	0	0	0	11
Iowa	2020	1	2	0	0	0	0	3
	2021	3	1	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Kansas	2020	4	1	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Kentucky	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Louisiana	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Maine	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Maryland	2020	2	3	0	0	0	0	5
	2021	5	1	0	0	0	0	6
	2022	6	1	0	0	0	0	7
Massachusetts	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Michigan	2020	5	0	0	0	0	0	5
	2021	5	1	0	0	0	0	6
	2022	6	2	0	0	0	0	8
Minnesota	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
Mississippi	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Missouri	2020	5	1	0	0	0	0	6
	2021	6	1	0	0	0	0	7
	2022	7	1	0	0	0	0	8

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Montana	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nebraska	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Nevada	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	1	0	0	0	0	6
New Jersey	2020	3	2	0	0	0	0	5
	2021	5	3	0	0	0	0	8
	2022	8	1	0	0	0	0	9
New Mexico	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
New York	2020	2	1	0	0	0	0	3
	2021	3	3	0	0	0	0	6
	2022	6	0	0	0	0	0	6
North Carolina	2020	12	2	0	0	0	0	14
	2021	14	3	0	0	0	0	17
	2022	17	2	0	0	0	0	19
North Dakota	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Ohio	2020	12	1	0	0	0	0	13
	2021	13	4	0	0	0	0	17
	2022	17	2	0	0	0	0	19
Oklahoma	2020	2	0	0	0	0	0	2
	2021	2	1	0	0	0	0	3
	2022	3	3	0	0	0	0	6
Oregon	2020	3	1	0	0	0	0	4
	2021	4	1	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Pennsylvania	2020	7	3	0	0	0	0	10
	2021	10	1	0	0	0	0	11
	2022	11	2	0	0	0	0	13

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
South Carolina	2020	6	0	0	0	0	0	6
	2021	6	1	0	0	0	0	7
	2022	7	3	0	0	0	0	10
South Dakota	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Tennessee	2020	8	1	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	1	0	0	0	0	10
Texas	2020	50	8	0	0	0	0	58
	2021	58	3	0	0	1	0	60
	2022	60	6	0	0	0	0	66
Utah	2020	4	1	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Virginia	2020	8	0	0	0	0	0	8
	2021	8	5	0	0	0	0	13
	2022	13	3	0	0	0	0	16
Washington	2020	4	0	0	0	0	0	4
	2021	4	3	0	0	0	0	7
	2022	7	3	0	0	0	0	10
Wisconsin	2020	4	0	0	0	0	0	4
	2021	4	1	0	0	0	0	5
	2022	5	1	0	0	0	0	6
Total (U.S.)	2020	317	44	0	0	0	0	361
	2021	361	46	0	0	1	0	406
	2022	406	51	0	0	0	0	457
Canada	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Grand Total (U.S. and Canada)	2020	318	44	0	0	0	0	362
	2021	362	47	0	0	1	0	408
	2022	408	51	0	0	0	0	459

Table 4
Status of Company/Affiliated-Owned Outlets*
For years 2020-2022

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
California	2020	7	0	0	0	0	7
	2021	7	1	0	0	0	8
	2022	8	0	0	0	0	8
Louisiana	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Texas	2020	5	1	0	0	0	6
	2021	6	0	1	0	0	7
	2022	7	0	0	0	0	7
Total	2020	13	1	0	0	0	14
	2021	14	1	1	0	0	16
	2022	16	0	0	0	0	16

* All of the outlets above are operated by Bakery Holdco.

Table 5
Projected Openings as of December 31, 2022

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	1	2	0
Arkansas	5	2	0
Arizona	3	3	0
California	16	6	1
Colorado	1	1	0
Connecticut	10	0	0
Delaware	0	1	0
Florida	2	3	0
Georgia	9	3	0
Idaho	1	2	0
Illinois	5	4	0
Indiana	1	3	0
Iowa	0	0	0
Kansas	2	3	0
Kentucky	3	2	0
Louisiana	2	3	0
Maryland	4	5	0
Michigan	2	3	0
Mississippi	2	1	0
Missouri	2	2	0
Montana	0	0	0
New Jersey	5	4	0
Nevada	0	0	0
New Mexico	0	1	0
New York	4	5	0
North Carolina	1	3	0
North Dakota	0	0	0
Ohio	2	3	0
Oklahoma	3	2	0
Oregon	0	2	0
Pennsylvania	8	4	0
South Carolina	3	3	0
South Dakota	1	1	0
Tennessee	4	3	0
Texas	16	12	0
Utah	2	2	0
Virginia	12	8	0

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Washington	7	1	0
Wisconsin	2	2	0
Canada	3	4	0
TOTAL	144	109	1

A list of the names of all franchisees and the addresses and telephone numbers of their businesses, as well as franchisees that have not opened their bakeries as of the issuance date of this disclosure document, is provided in Exhibit F to this disclosure document.

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

During the last 3 fiscal years, NBC has had current and former franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Nothing Bundt Cakes System. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

There are no trademark-specific franchisee organizations that we have created, sponsored or endorsed. No such trademark-specific franchisee organizations are associated with the Nothing Bundt Cakes System.

The following independent franchisee organization has asked to be included in this disclosure document: National Bundt Franchisee Association, 7106 Dublin Boulevard, Dublin, California 94568, rsangiangco@nothingbundtcakes.com.

ITEM 21
FINANCIAL STATEMENTS

Attached is our audited financial statements as of December 25, 2022, December 26, 2021 and July 30, 2021 and for the 52-week period ended December 25, 2022 and 21-week period ended December 26, 2021. Because we were formed on June 14, 2021, with no operations until July 30, 2021, we do not have available, and we cannot yet include 3 years of audited financial statements.

ITEM 22
CONTRACTS

This disclosure document contains all contracts proposed for use or in use regarding the offer of our franchises, including the following agreements:

- Exhibit B – NBC Franchisor LLC Franchise Agreement
- Exhibit 1 - Site Selection Addendum

- Exhibit 2 - Collateral Assignment of Lease
- Exhibit 3 - Electronic Funds Withdrawal Authorization
- Exhibit 4 - Confidentiality and Non-Compete Agreement
- Exhibit 5 - Collateral Assignment of Franchisee's Telephone Numbers
- Exhibit 6 - Personal Guaranty
- Exhibit C – Development Rights Rider
- Exhibit H – State Specific Addendum
- Exhibit I – Confidentiality and Non-Disclosure Agreement (must be signed in connection with your application to purchase a franchise from us)
- Exhibit J – Franchisee Disclosure Acknowledgment Statement
- Exhibit K – Form of General Release

ITEM 23
RECEIPTS

Two copies of an acknowledgment of your receipt for this disclosure document appear as the last pages of the disclosure document. Please date, sign, and return one copy to us and keep the other with this disclosure document for your records.

EXHIBIT A TO THE DISCLOSURE DOCUMENT
LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states.

CALIFORNIA

California Department of
Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013
(213) 576-7500
Toll Free (866) 275-2677

1515 K Street, Suite 200
Sacramento, CA 95814
(916) 445-7205

1350 Front Street
San Diego, CA 92101
(619) 525-4233

One Sansome Street, Suite 600
San Francisco, CA 94104
(415) 972 – 8565

HAWAII

(state administrator)

Business Registration Division
Department of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

(agent for service of process)

Commissioner of Securities
State of Hawaii
335 Merchant Street
Honolulu, Hawaii 96813
(808) 586-2722

CONNECTICUT

State of Connecticut
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8230
Agent: Banking Commissioner

ILLINOIS

Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

(state administrator)

Indiana Secretary of State
Securities Division, E-111
302 Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

(agent for service of process)

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

MICHIGAN

(state administrator)
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
525 W. Ottawa Street, 6th Floor
Lansing, Michigan 48933
(517) 373-7117

(for service of process)
Corporations Division
Bureau of Commercial Services
Department of Labor and Economic Growth
P.O. Box 30054
Lansing, Michigan 48909

NEW YORK

(state administrator)
Office of the New York State Attorney General
Investor Protection Bureau
Franchise Section
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8236 (phone)

(for service of process)
New York Secretary of State
New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

RHODE ISLAND

Securities Division
Department of Business Regulation,
Bldg. 69, First Floor
John O. Pastore Center
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9500

MARYLAND

(state administrator)
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(for service of process)
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MINNESOTA

(state administrator)
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198
(651) 539-1600

(for service of process)
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198
(651) 539-1600

SOUTH DAKOTA

Division of Securities
Department of Revenue & Regulation
445 East Capitol Avenue
Pierre, South Dakota 57501
(605) 773-4823

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

(for service of process)

Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

WASHINGTON

(state administrator)
Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, Washington 98507-9033
(360) 902-8760

(for service of process)

Director, Department of Financial Institutions
Securities Division
150 Israel Road S.W.
Tumwater, Washington 98501

WISCONSIN

(state administrator)
Division of Securities
Department of Financial Institutions
345 W. Washington Ave., 4th Floor
Madison, Wisconsin 53703
(608) 266-1064

(for service of process)

Administrator, Division of Securities
Department of Financial Institutions
345 W. Washington Ave., 4th Floor
Madison, Wisconsin 53703

EXHIBIT B TO THE DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

**NBC FRANCHISOR LLC
A DELAWARE LIMITED LIABILITY COMPANY**

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EXHIBITS:

- EXHIBIT 1 - SITE SELECTION ADDENDUM
- EXHIBIT 2 - COLLATERAL ASSIGNMENT OF LEASE
- EXHIBIT 3 - AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS

- EXHIBIT 4 - CONFIDENTIALITY AGREEMENT
- EXHIBIT 5 - CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS
- EXHIBIT 6 - PERSONAL GUARANTY

**NBC FRANCHISOR LLC'S
FRANCHISE AGREEMENT
DATA SHEET**

Franchisee: _____

Operator: _____

Guarantors: _____

Effective Date: _____

Approved Location: _____

Territory: _____

Flat Fee Delivery Territory: _____

Telephone Number: _____

Facsimile Number: _____

Initial Franchise Fee: _____

Opening Advertising Fee: _____

The terms of this Data Sheet are hereby incorporated into the attached Franchise Agreement.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the “Agreement”) is made this _____ day of _____, 202_ (the “Effective Date”), by and between NBC FRANCHISOR LLC, a Delaware limited liability company located at 4560 Belt Line Rd, Addison, Texas 75001 (“we”, “us”, or “our”), and _____ (“you” or “your”).

RECITALS

A. We and our principals and affiliates have expended a considerable amount of time, effort, and money to develop a system for the establishment and operation of gourmet bakeries offering and selling specialty bundt cakes, other food items, and retail merchandise (the “Products”) under the “Nothing Bundt Cakes®” mark (each a “Bakery”).

B. We grant qualified persons the right to operate a single Bakery.

C. You wish to enter into an agreement with us to obtain the right to operate a Bakery using our proprietary system, the characteristics of which include: (a) proprietary recipes, methods and standards for preparing, decorating, and presenting gourmet cakes and other baked goods (the “Proprietary Recipes”); (b) specifications for Bakery furniture, fixtures, equipment and interior and exterior design, layout and construction; (c) an online order fulfillment system; (d) sales techniques; (e) merchandising, marketing, advertising and inventory management systems; and (f) other general procedures for operating and managing a bakery, including the Operations Manual (as defined in Section 5.5 below) (the “System”).

D. The System is identified by proprietary trademarks, including “Nothing Bundt Cakes®”, our distinctive trade dress and any other trademarks, service marks, logos, and indicia of origin we may now or in the future designate in connection with the System (the “Marks”). The rights to all such Marks as are now, or will hereafter be, designated as part of the System will be owned exclusively by us or our affiliates and will be used by us, our affiliates and System franchisees to identify to the public the source of the products and services marketed thereunder. We may continue to develop, expand, use, control, and add to the Marks and System for the benefit of itself, its affiliates, and its franchisees and licensees in order to identify for the public the source of products and services marketed thereunder and to represent the System's high standards of quality and service.

E. You applied for a franchise, and we have approved your application in reliance on the representations made therein.

F. You acknowledge that adherence to the terms of this Agreement and our standards and specifications are essential to the operation of a Nothing Bundt Cakes® Bakery and our System.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, commitments and understandings set forth herein, and subject to the terms and conditions of this Agreement, the parties agree as follows:

ARTICLE 1
GRANT OF FRANCHISE

1.1 Grant of Franchise.

We hereby grant, upon the express terms and conditions contained in this Agreement, and you hereby accept, a non-exclusive license to establish and operate one Bakery under the System and Marks, and the right to use the System and Marks to operate the Bakery. We have the right to supplement, improve, or otherwise modify the System from time to time at our discretion, and you must comply with all changes, which may include, without limitation, the offer and sale of new or different products and services.

1.2 Protected Territory

Except as otherwise provided for in Sections 1.3 or 4.7 of this Agreement, as long as you are compliant with the terms and conditions hereof, we will not establish or license any third party the right to establish another Nothing Bundt Cakes® Bakery at any location within the protected geography granted to you after a location is chosen for your Bakery and described in the Data Sheet, which is hereby incorporated into the Franchise Agreement (the “Territory”). Your limited territorial rights will not be exclusive in terms of marketing rights, delivery or clientele.

Until your Bakery opens, we reserve the right to deliver and ship, and allow other system franchisees the right to deliver and ship, Products to customers (“Guests”) located within your Territory. However, once your Bakery opens, subject to Sections 1.3, 1.4, and other reserved rights set forth herein, no franchisee may deliver or ship Products to Guests located in your Territory and all Guest account information should be transferred to you upon your request. Conversely, you may deliver or ship Products to Guests outside of your Territory provided that the Guest is not located within the territory of another open System Bakery. In the event that a Guest is located within a territory subsequently sold to another System franchisee, upon the opening of such Bakery, you must immediately cease delivering or shipping Products to such Guest and transfer all Guest account information upon request of the Bakery owner. Subject to Sections 1.3 and 1.4 below, you cannot, by yourself, through any Guest, courier service, or other agent, knowingly deliver, sell or ship Products within any other open Bakery’s territory, or a corporate territory which we or our affiliates own and operate. If you do, you must remit all Net Revenues earned from the sale directly to the franchisee that owns the territory (or us or our affiliate if a corporate territory) and make a Five Hundred Dollar (\$500) contribution per violation to the Marketing Production Fund discussed in Section 11.2 below. Notwithstanding the foregoing, the terms of the E-Commerce Program as set forth in Section 1.4 may affect your delivery rights and obligations.

1.3 Reserved Rights

The foregoing license granted to you is limited to the right to develop and operate one Bakery at the Approved Location in the Territory and does not include: (i) any right to offer any product or service via e-commerce, except through our authorized E-Commerce Program; (ii) any right from the Bakery to sell products or services at wholesale prices or for resale or further distribution; (iii) any right to market or distribute Products in any channel of distribution not specifically identified in this Agreement; or (iv) any right to exclude, control, or impose conditions on our development of future franchised, company or affiliate-owned bakeries (whether under the Marks or different trade names and trademarks) at any time, within or outside of the Territory (except as otherwise prohibited in this Agreement). We retain all other rights not expressly granted to you in this Agreement, and may, among other things, on any terms and conditions we deem advisable, and without granting you any rights therein:

(a) own and operate or license to others the right to own and operate Bakeries at any location(s) outside your Territory under the Marks and System, notwithstanding their proximity to the Territory or the Bakery or their actual or threatened impact on sales at your Bakery;

(b) own and operate or license to others the right to own and operate bakeries at any location(s) inside or outside your Territory under different marks;

(c) establish and operate, or license others the right to establish and operate, Bakeries at Non-Traditional Sites within the Territory, and solicit and complete work for National Accounts as provided for in Section 4.7 of this Agreement;

(d) sell and distribute, directly or indirectly, or license others to sell and distribute within or outside the Territory, directly or indirectly, without compensation to any franchisee, any products, services or merchandise, from any location or to any purchaser or through any alternative channel or method of distribution (i.e., non-bakery) including, but not limited to, selling Products via retail and wholesale distribution, in an airport, train, or bus station, supermarket location, convenience store, office building, military base, commissary, hospital, health care facility, college or university campus, club store, cafeteria, stadium, arena, ballpark, country club, casino, resort, or theatre and other retail facilities not solely dedicated to the sale of the Approved Products, mail order, third-party delivery services, and e-commerce channels, as long as these sales are not conducted from a dedicated Nothing Bundt Cakes® Bakery operated from a location inside the Territory (collectively, “Non-Traditional Sites”), except for ROFR Sites as described in Section 4.7;

(e) merge with, acquire or be acquired, establish or become associated with any businesses or locations of any kind under other systems and/or trademarks or trade names, which businesses and locations may offer or sell items, products and services that are the same as or similar to the services and products offered at or from any Approved Location and which may be located anywhere within or outside the Territory; and

(f) engage and license others to engage in any other activities not expressly prohibited by this Agreement.

With respect to third-party delivery services, as specified in Section 1.3(d), we reserve the right to engage third-party delivery service providers (individually, a “3PD Provider” and collectively, the “3PD Providers”) to deliver Approved Products to Guests in your Territory which are ordered through the 3PD Providers’ online marketplace platforms. The 3PD Providers may elect to fulfill Guest orders from your Bakery or any other Bakery, and you acknowledge and agree that the 3PD Providers’ fulfillment of such orders (even if it means other Bakeries make sales within your Territory) does not violate any territorial rights granted to you and is specifically reserved to us under this Section 1.3. You acknowledge and understand that the Bakery selected by a 3PD Provider to fulfill the order shall be determined solely by the 3PD Provider in accordance with its delivery service algorithms, which evaluate a number of different factors before selecting one Bakery to fulfill the order. You have no right to object to or contest any decision made by a 3PD Provider with respect to the Bakery selected to fulfill 3PD Provider sales, the priority in which your Bakery is listed on the 3PD Provider marketplace, and other decisions related to the placement and fulfillment of 3PD orders. In the event that you are selected by a 3PD Provider to fulfill an order, you shall be obligated to satisfy the order in accordance with standards prescribed by us and the 3PD Provider from time to time. Further, you agree that you will, if required, sign agreements directly with 3PD Providers that will govern your participation in our 3PD Provider program and that you will be bound by the terms and conditions of our agreements with each of the 3PD Providers. Subject to additional procedures, rules and policies adopted by us, 3PD Providers will collect all funds from Guests ordering through their online platforms. The 3PD Providers will remit to you the purchase price for the products purchased less the 3PD

Provider's commission and other fees and charges. We reserve the right to amend, modify and even terminate any 3PD Provider program, but you are obligated to participate in any such 3PD Provider program in accordance with its current terms as long as it remains in effect.

1.4 E-Commerce Rights

The grant of a franchise to you includes the right, but also the obligation to engage in e-commerce through our website, <http://www.nothingbundtcakes.com/> (the "Website") and other e-commerce platforms approved by us including, but not limited to, 3PD platforms (collectively, the "E-Commerce Program"). Pursuant to the E-Commerce Program, you must fulfill online orders Guests place which require pick-up, delivery, or shipping within your Territory pursuant to the terms we negotiate. You are required to offer delivery on the Website and other e-commerce platforms approved by us as well as offer delivery for phone and walk-in orders. You acknowledge and understand that the Bakery selected to fulfill an E-Commerce Program order shall be determined solely by us or the third-party platform in accordance with algorithms that evaluate a number of different factors. You have no right to object or contest any decision made by us with respect to the Bakery selected to fulfill orders. All Guest payments will be remitted directly to your designated bank account, net of any vendor's then-current credit card processing or other fees (the "Vendor Fee") and gateway fees, to administer the platform and process payments, which are subject to change. We have the right to change the products and services offered through any E-Commerce Program and the suggested retail price for such goods. We may prohibit you from participating in the E-Commerce Program if you are not compliant with the terms of the E-Commerce Program, this Agreement, the Operations Manual, or any other agreement with us or our affiliates and subsidiaries. We may change the user terms, approved e-commerce platforms, our vendors, and methods and times for payment under the E-Commerce Program at our discretion. If you refuse or fail to fulfill e-commerce orders, fail to offer delivery, fail to deliver goods or services meeting our standards and specifications, or are otherwise not in material compliance with your obligations under this Agreement, we may allow a Bakery outside of your Territory to fulfill your orders without any compensation to you, reimburse the Guest, provide gift certificates, or otherwise remedy the situation, and you will be responsible for our costs in doing so. You agree to pay us or our designated supplier the then-current E-Commerce Program fees associated with building and maintaining the Website or other platform and fulfilling Guest orders. We may require you to ship cakes from your Bakery to locations outside of your Territory.

1.5 Minimum Performance Requirements

Your Bakery must meet the following minimum annual Net Revenue requirements within the time frames specified below (the "Minimum Net Revenue Requirement"):

<u>Performance Period</u>	<u>Minimum Net Revenue Requirement</u>
1 st Year of Operations	\$450,000
2 nd Year of Operations	\$500,000
3 rd Year of Operations	\$550,000
4 th Year of Operations	\$600,000
5 th and Subsequent Years of Operation	\$650,000

(a) The first year of your performance will be pro-rated based on the date of opening. For example, if you open for business on May 1st, your required Minimum Net Revenue Requirement would be Four Hundred and Fifty Thousand Dollars (\$450,000) divided by twelve (12) months multiplied by eight (8) months of operations. Thereafter, your Minimum Net Revenue Requirement will be calculated based on your calendar year of operations.

(b) We will include revenues from the E-Commerce Program towards your Minimum Net Revenue Requirement in any performance period.

(c) If you do not meet these Minimum Net Revenue Requirements, you must pay the five percent (5%) royalty on the difference between the actual Net Revenues and the Minimum Net Revenue Requirement.

(d) If you do not meet these Minimum Net Revenue Requirements, you must provide us with documentation of your efforts toward the “10,000 Bites of Joy” program and other marketing efforts, including documentation of event dates, amount of cake provided, eClub sign-ups achieved and the like.

(e) We reserve the right to terminate your Franchise Agreement if you fail to meet the Minimum Net Revenue Requirement in any Performance Period.

ARTICLE 2

TERM AND RENEWAL

2.1 Term

Unless sooner terminated as provided in Article 14, the term of this agreement shall continue from the Effective Date until ten (10) years from the Bakery opening date. In the event you purchase an existing Bakery from an existing franchisee, the term shall be for the remaining unexpired term of the seller’s franchise agreement.

2.2 Renewal

You have the right to renew this Agreement for one (1) additional ten (10) year period, provided you meet all of the following conditions:

(a) You give us written notice of such election to renew not less than three (3) months or more than nine (9) months prior to the end of such term;

(b) You demonstrate to our satisfaction that you have the right to operate the Bakery at the Approved Location (defined in Section 4.1 below) for the duration of the renewal term; or, if you are unable to operate the Bakery at the Approved Location, you have secured a substitute location meeting our then-current standards and specifications;

(c) You demonstrate to our satisfaction that you are financially capable of operating the Bakery for a renewal term by providing us with financial records as requested by us, including but not limited to those set forth in Section 12.1 of this Franchise Agreement, and subject to our inspection and audit right in Section 12.2;

(d) You have requested and we have conducted a reimage survey not more than twelve (12) months, and not less than six (6) months, prior to the expiration of the then-current term to allow for reimage investment planning. You must then complete to our satisfaction all maintenance, refurbishing, reimagining, renovating, updating, and remodeling of the Bakery premises required to bring the Bakery and all of its equipment into full compliance with our then-current System standards and specifications, including upgrading required hardware and software, no later than 90 days prior to the expiration of the then-current term;

(e) You are not in breach of any of the provisions of this Agreement, operating in violation of the directives in the Operations Manual or any other agreement between you and us, our affiliates, or our approved or designated suppliers, and you have substantially complied with all such agreements during their respective terms;

(f) You have satisfied all of your monetary obligations towards us, our affiliates, and our suppliers and vendors;

(g) At your expense, you complete to our satisfaction our then-current training requirements, if any, for renewing franchisees;

(h) You execute our then-current form of Franchise Agreement, the terms of which may vary materially from the terms of this Agreement. In connection with such renewal, we reserve the right to modify and/or reduce the size of your Territory to be consistent with our then-current criteria for determining the size of a franchisee's territory. You also must pay us a renewal fee equal to Fifty Percent (50%) of our then-current initial franchise fee at the time you execute your Franchise Agreement. The form of Franchise Agreement you sign for your renewal term will not include any additional renewal right since you are only granted one renewal term as stated above; and

(i) You sign a general release in the form we prescribe, which will not be inconsistent with any applicable state regulations relating to renewals.

ARTICLE 3

FEES

3.1 Initial Franchise Fee

In consideration of the franchise granted to you, you must pay us an initial franchise fee of Thirty-Five Thousand Dollars (\$35,000), in full, when you sign this Agreement. If you are an existing franchise owner and have been approved to purchase an additional franchise, the initial franchise fee shall be reduced to Thirty Thousand Dollars (\$30,000). The initial franchise fee is non-refundable and is deemed fully earned upon payment in consideration of administrative and other expenses we incur in granting the franchise and for our lost or deferred opportunity to franchise others.

3.2 Royalty

You must pay a weekly royalty fee on Tuesday of each week equal to Six Percent (6%) of your "Net Revenues" during the immediately preceding calendar week ("Royalty"). "Net Revenues" includes all revenues you generate from all business conducted at or from your Bakery during the preceding reporting period, including amounts received from the sale, shipping and delivery of food items, amounts received through the E-Commerce program and from gift card sales, and other products and services, merchandise, and tangible property of any nature whatsoever, whether in cash or for credit, and whether collected or uncollected. Unless we specify otherwise in writing, "Net Revenues" shall include all revenue that is paid to you by any 3PD Provider (e.g. Uber Eats or Door Dash) in connection with such delivery services related to your Bakery, regardless of whether a 3PD Provider remits to you the purchase price charged to the Guest less a commission or other fee or charge. "Net Revenues" does not include the amount of any applicable sales tax imposed by any federal, state, municipal or other governmental authority if such taxes are stated separately when the Guest is charged and you pay such amounts as and when due to the appropriate taxing authority. Also excluded from Net Revenues are the amount of any documented refunds, chargebacks, credits and allowances given to Guests in good faith pursuant to our standard procedures for issuing such

amounts. All barter and exchange transactions for which you furnish services or products in exchange for goods or services to be provided to you by a vendor, supplier or Guest will be valued at the full retail value of the goods or services provided to you and is included in your Net Revenues. "Net Revenues" also includes all revenue generated from fundraisers and events, the sales of which activities must be recorded in the POS System.

3.3 Calculation of Royalty

You shall input all sales only into the Bakery's point of sale system (the "POS System") and supply us with all Net Revenues data that we specified in this Agreement and in our Operations Manuals or as we direct from time to time for the purpose of calculating the weekly Royalty. Each week begins on Monday and ends on Sunday. All Net Revenues data, which is electronically provided to us on a weekly basis through the Bakery's POS System, shall be certified to be true and correct by you. We shall review the Net Revenues data you provide to us and shall deduct the required Royalty and advertising fees due to us in accordance with Section 3.5 of this Agreement. You will make available to us, either through compatible computer communications equipment or some other medium as we designate in its sole discretion, for reasonable inspection at reasonable times, all original books and records that we may deem necessary to ascertain your Net Revenues. We reserve the right to change the manner, form, content, and reporting periods for the submission of Net Revenue data at any time with written notice.

3.4 Manner of Payment

Presently, the Royalty is collected on Tuesday of each week via an electronic funds transfer program (the "EFT Program") under which we automatically deduct the Royalty, advertising fees due to us, and any other amounts owed to us under this Agreement, or any other agreement between you and us from your bank account. You must deposit all Net Revenues from the operation of your Bakery into a designated bank account subject to the EFT Program within one (1) business day after receipt, including cash, checks, and credit card receipts. Prior to opening, you must provide us with your bank's name, address and account number, a voided check from the bank account, and sign and give to us and your bank all documents, including Exhibit 3 to this Agreement, necessary to effectuate the EFT Program and our ability to withdraw funds from such bank account via electronic funds transfer ("EFT"). You must immediately notify us of any change in your banking relationship, including changes in account numbers. If we are unable to collect the Net Revenue data through the Bakery's POS System, we will process an EFT for the subject week in an amount equal to the 11% of the weekly Net Revenues for the previous week based on your POS System's records, which represents Royalties and advertising fees due under this Agreement, as well as any late fee and interest on past-due amounts as provided for herein. We reserve the right to require you to pay any fees due under this Agreement by such other means and at such periods as we may specify from time to time, including making any payment directly to our affiliates.

3.5 Insufficient Funds and Late Payments

If the funds in your bank account are insufficient to cover any amounts due under this Agreement or otherwise due to us or our affiliates on the date such funds are due, or if you make any late payments or underpay amounts due to us or our affiliates, we have the right to immediately debit from your bank account interest on such amount from the date it was due until all past due amounts are paid, at a rate of the lesser of Eighteen Percent (18%) per annum or the maximum rate permitted by law, plus a fee of Fifty Dollars (\$50). Late fees shall double every thirty (30) days subject to the maximum legal amount. We will run an EFT every day until amounts owed to us and our affiliates are paid in full, and you must pay our then-current insufficient fund charge associated therewith, plus any bank service charges you or we incur. Nothing contained in this Section will prevent us from exercising, in our sole judgment, any other rights or remedies available to us under this Agreement.

3.6 Taxes on Payments.

In the event any taxing authority, wherever located, imposes any future tax, levy or assessment on any payment you make to us, you must, in addition to all payments due to us, pay such tax, levy or assessment.

3.7 Technology Service Fee.

In addition to the fees set forth above, we reserve the right to require that you pay us or our designated vendor(s) fees (which may be collected monthly, quarterly, or annually) associated with maintaining required computer hardware and software, supplying technology solutions, payment card processing services, guest experience and any other technology existing now or developed in the future used in the operation of your Bakery, and such payment shall be made in the manner we or the designated vendor(s) prescribe, as applicable. If we collect these fees directly, the fees must be paid as described in Section 3.4 of this Agreement, or as we otherwise set forth in writing. We reserve the right to change the amount of the fees described in this Section at any time.

ARTICLE 4 **BAKERY LOCATION**

4.1 Approved Location

You must enter into the site selection addendum attached as Exhibit 1 to this Agreement, which will govern the parties' site selection obligations (the "Site Selection Addendum") upon signing this Agreement. You will be required to purchase or lease an Approved Location meeting our standards and specifications within ninety (90) days of the Effective Date (the "Approved Location"). If you have entered into an area development agreement or development rights rider to the Franchise Agreement, you must comply with the provisions of such agreement and/or rider, as the case may be regarding opening time frames. The Approved Location must be used solely to operate a Bakery, and not for any other purpose. **OUR APPROVAL OF A LOCATION DOES NOT CONSTITUTE A REPRESENTATION, WARRANTY OR GUARANTEE OF THE COMMERCIAL VALUE OF YOUR LOCATION OR YOUR FINANCIAL SUCCESS IF YOU CHOOSE TO OPERATE A NOTHING BUNDT CAKES BAKERY AT THAT LOCATION.**

4.2 Lease Approval

We have the right to review, evaluate, and approve your lease for the Approved Location (the "Lease") prior to execution. We will condition our approval of any proposed Lease upon, among other things, you and your landlord's execution of a "Collateral Assignment of Lease" in the form attached as Exhibit 2 to this Agreement, which (i) grants us the right, but not the obligation, to assume the Lease upon (a) your default on the Lease, or (b) termination, transfer or expiration of this Agreement, and (ii) authorizes and requires your landlord to disclose to us, upon our request, sales and other information you have furnished to the landlord. If your lease does not include the Collateral Assignment of Lease in the form set forth in Exhibit 2, or if there are other material deviations in your lease that require our review, as we determine in our sole discretion, we reserve the right to charge you the reasonable attorneys' fees we incur in such review. You must deliver an executed copy of the Lease and the Collateral Assignment of Lease to us within fifteen (15) days of execution of the Lease. If you are approved to go outside our approved master real estate broker network, we reserve the right to require you to pay us or our designated supplier a fee of Three Thousand Dollars (\$3,000) to cover the costs associated with site selection and non-legal lease review. Neither our review of the Lease nor our acceptance of your proposed site constitutes a representation or guarantee that you will succeed at the selected Approved Location or an expression of our

opinion regarding the terms of the Lease. We encourage you to seek independent counsel from a lawyer or business adviser to assist you in selecting a location and negotiating a lease for the Approved Location.

4.3 Bakery Appearance, Construction and Opening

You must conform the Approved Location to our standards and specifications for the appearance, layout, and design of a Bakery, and fully equip and supply the Bakery pursuant to our standards and specifications; and open the Approved Location within two hundred and seventy (270) days after the Effective Date. You are solely responsible for the preparation of architectural and working drawings necessary to complete construction and/or build-out at the Approved Location and must ensure that the plans meet with applicable ordinances, building codes, permit requirements, and any other applicable local, state, or federal law. We will provide basic layouts. We must approve all architects and plans before you begin construction/build-out. We must approve all subsequent material changes to the plans and drawings before such changes are implemented. We must approve all construction, remodeling plans, specifications, interior and exterior layouts and site plans prior to the beginning of any construction work on your Bakery.

4.3.1 Master Architect Program. We will prepare the preliminary floor plan for your Bakery, with up to three revisions, for a fee of Five Hundred Dollars (\$500). We will provide you with a list of approved architects for the preparation of architectural and working drawings necessary to complete construction and/or build-out at the Approved Location. If you choose to use an architect outside of our approved vendor list, we may require that our prototype architect conduct a final plan review prior to receiving corporate approval. You may incur a fee for the final plan review, currently Five Hundred Dollars (\$500), and all fees will be paid directly to our prototype architect. Should there be any revisions required by our prototype architect, you will be responsible for the costs associated with all plan revisions. You must receive our prior written approval of the final plans prior to starting construction and/or build-out of the Approved Location.

4.4 Extension for Site Selection or Build Out

4.4.1 In the event you fail to purchase or lease an Approved Location within ninety (90) days of the Effective Date as required by Section 4.1 of this Agreement, we will charge you a fee of Three Thousand Five Hundred Dollars (\$3,500) on the ninetieth (90th) day via an EFT. We have the right to terminate this Agreement if you fail to pay or if we are unable to withdraw the funds from your bank account via EFT. However, in the event you open the Bakery within two hundred seventy (270) days of the Effective Date of the Franchise Agreement, we will refund the Three Thousand Five Hundred Dollars (\$3,500) fee.

4.4.2 In the event you fail to conform the Approved Location to our standards and specifications for the appearance, layout, and design of a Bakery, fully equip and supply the Bakery pursuant to our standards and specifications, and open the Bakery within two hundred seventy (270) days after the Effective Date as required by Section 4.3 of this Agreement, we may terminate this Agreement under Section 14.3(d).

4.4.3 If you fail to purchase or lease an Approved Location or complete the build-out of the Approved Location or open the Bakery within the time frames set forth in this Section 4, we may terminate this Agreement without refunding any fees to you. Any extension provided by us to you is subject to our sole discretion, and you must pay us 70% of our then-current initial franchise fee for such extension.

4.5 Signage.

You must purchase or lease indoor and outdoor signage, including an electronic menu board, for your Bakery that meets our specifications as to quality and usage of the Marks. You shall enter into maintenance and service agreements regarding the signage with us or designated vendors as we may require

and pay any service fees required thereunder. We must approve all signage prior to installation, and you are solely responsible for complying with applicable law and the terms of any lease in installing your signage. You must also display all of the franchising brochures and other marketing materials we designate at your Approved Location in the manner we specify. We will provide you with a list of approved sign manufacturers, suppliers and distributors that comply with our brand specifications.

4.6 Additional Bakeries within Your Territory

In the future, and at our sole discretion, we may grant you the right to operate additional Bakeries within the Territory. If you receive our prior approval to open additional within the Territory, we will determine whether such Bakeries must operate as full-service Bakeries that produce Products on-site, or satellite locations which simply display and/or deliver goods baked from a central production Bakery within the Territory. We will determine the maximum number of additional Bakeries permissible within a Territory at our sole discretion and whether and how your Territory may be adjusted if you are granted the right to operate an additional Bakery(ies) within your Territory. Any additional Bakeries established within the Territory must meet our then-current standards and specifications for a Bakery. You must obtain our written permission before opening any additional Bakeries within the Territory, which we will condition upon: (i) additional performance criteria for the additional location, which we will determine at our sole discretion; (ii) your construction and buildout of the additional location in accordance with our then-current standards; (iii) your designation of a general manager who has successfully completed our initial training program to manage the location; (iv) your execution of a franchise agreement in our then-current form and payment of our then-current initial franchise fee; and (v) your purchase of all supplies, equipment, inventory, signage and other materials required to open the additional location. Nothing in this Section 4.6 grants you any rights to additional Bakeries.

4.7 Non-Traditional Sites, ROFR Sites, and National Accounts

(a) We have the right to establish and operate or license others the right to establish and operate Bakeries at Non-Traditional Sites within your Territory. We will give you a right of first refusal to establish and operate a Bakery at any malls (indoor and outdoor) food courts, food halls, fairs, festivals, and locations or events designed for large gatherings (individually, a “ROFR Site” and collectively, the “ROFR Sites”), provided that: (i) you are compliant with this Agreement, the Operations Manual, and any and all agreements with us, our affiliates and our approved and designated suppliers; (ii) the ROFR Site is within the Territory and you meet the property owner’s current requirements for a party to utilize the ROFR Site as contemplated by the nature of the ROFR Site; and (iii) you meet our criteria for a multi-unit franchise owner. We will provide you with written notice of our intent to sell, establish and/or operate a Bakery at a ROFR Site (the “Notice”) in your Territory. You will have the period of time specified in the Notice, or if no time period is specified, thirty (30) days from the date of the Notice in which to exercise your right of first refusal which we may condition upon the requirements of Section 4.7, including but not limited to your execution of our then-current franchise agreement (the terms of which may materially vary from the terms of this Agreement) and payment of our then-current initial fee.

If you do not meet our criteria, fail to timely exercise the right of first refusal or decline the opportunity to develop a Bakery at the ROFR Site, then we may offer the opportunity to others, including our affiliates, designees, assignees or other franchisees the right to operate ROFR Sites in your Territory.

(b) We have the right to enter into agreements, arrangements, and programs, or to directly provide Products to, (i) Non-Traditional Sites, wherever located, and (ii) “National Accounts,” wherever located. A National Account may include, but is not limited to, an entity that, on their own or through agents, franchisees, or licensees, or other third parties, own, manage, control or otherwise represent multiple commissary-style locations, as well as retail or wholesale outlets, novelty gift shops, large

commissaries, corporations, organizations, government entities, hospitals, places of worship, and schools, without regard to the aggregate contract amount of the services to be performed. A National Account may also include gifting and fundraising programs that we operate ourselves or through other franchisees, licensees, or third parties, to provide Products to locations and clientele within or outside of your Territory. We will determine whether an entity constitutes a National Account at our sole discretion. You disclaim any compensation or consideration for work performed by others in your Territory pursuant to this Section 4.7.

4.8 Relocation.

You may not relocate the Bakery without our prior written consent. If we grant you permission to relocate, or if we determine, not more than eighteen (18) months nor less than twelve (12) months prior to the end of any term of your Lease, that the commercial characteristics of your Approved Location no longer meet our criteria for a Nothing Bundt Cakes bakery, you must find another location for your Bakery within your Territory. You must comply with our then-current site selection procedures and construction procedures. In such a circumstance, you must obtain our express written consent to relocation, procure a site acceptable to us within ninety (90) days' prior to closing operations at your current Approved Location, and open for business at the new Approved Location within thirty (30) days of closing business at your existing Approved Location. In the event you are required to relocate as the result of a fire or other casualty, within ninety (90) days following the date of the loss due to fire or other casualty and except to the extent you collect business interruption payments during any transitional period, we will not collect the Royalty on the condition that you comply with the relocation provisions set forth in this Section 4.8 and find a new location approved by us within thirty (30) days of the fire or casualty. If you relocate your Bakery without our prior written consent, we shall have the right to immediately terminate this Agreement.

ARTICLE 5 **FRANCHISOR'S ASSISTANCE**

5.1 Site Approval.

We will review and grant or withhold our approval of locations selected by you, in collaboration with our designated licensed commercial real estate broker, in connection with the selection and acquisition of a site for your Bakery, in the manner required by Article 4 of this Agreement.

5.2 Review of Plans and Specifications; Equipment.

We will review and approve the plans and specifications for the construction of and all improvements to your Bakery. We will assist you in preparing and must approve all equipment and merchandising layouts for your Bakery.

5.3 Equipment and Merchandise Selection.

We will provide you with specifications and requirements for flooring, signage, shelving, display cases, POS systems, computer hardware, software, and other furniture, fixtures, and equipment necessary to open your Bakery. We will also provide you with specifications for and provide you with a list of approved and designated suppliers from which you agree to purchase the equipment, food, smallwares, and other inventory and supplies necessary for the start-up and ongoing operations of your Bakery.

5.4 Training Programs.

We will conduct a pre-opening training program as described in Article 7 below. In addition, we may, at our discretion, hold refresher and ongoing training courses. We may require you and your employees to attend training at the location we designate. All expenses, including you and your employee's transportation, meals, and lodging expenses to attend such training, will be your sole responsibility. We will also provide training programs for employees and managers to complete using our intranet system or via other methods.

5.5 Confidential Operating Manual.

We will provide you with online access to our proprietary and confidential Operations Manual and any other manual we may now or hereafter designate for use in operating a Bakery (collectively, the "Operations Manual"). You must operate the Bakery in strict compliance with the Operations Manual, as it may be reasonably changed from time to time. The Operations Manual must remain confidential and our exclusive property. You agree that you will not disclose, duplicate or make any unauthorized use of any portion of the Operations Manual. The provisions of the Operations Manual constitute provisions of this Agreement as if fully set forth herein. You must ensure that your copy of the Operations Manual is current and up to date, and keep a copy of the Operations Manual, electronic or otherwise, on the Bakery's premises at all times. If there is a dispute relating to the contents of the Operations Manual, the master copy that we maintain at our corporate headquarters will control. We reserve the right to disclose updates to the Operations Manual via electronic means, including over our website or any intranet or extranet system established in connection with the System. The standards set forth in this Operations Manual are designed to protect the System and the Marks associated therewith, and not to control the day-to-day operation of the Bakery. You will, at all times, remain responsible for the operation of the Bakery, and all activities occurring at the Bakery. You must hire, train, discipline and otherwise be solely responsible for the Bakery's employees. We are not responsible for, and do not direct or control the conduct of any of your employees.

5.6 Pricing Policy.

We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum or other pricing requirements with respect to the prices that you may charge for products and services.

5.7 Development of Standards.

We will develop and you must be in strict compliance with all standards, techniques, policies, regulations and procedures regarding the operation of Bakeries, which may include: standards, techniques, regulations or procedures for the creation and presentation of Products offered by the Bakery; modifications to existing Proprietary Recipes and the addition, substitution, or removal of Proprietary Recipes; guidance on the selection, supervision and training of all personnel; requirements to maintain certain types and levels of inventory of Product(s); sales, advertising and promotional techniques, programs and procedures; standards and specifications for the appearance of your Bakery; policies or procedures relating to manufacturer's coupons or other rebates or discounts offered by manufacturers; payment, credit, accounting and financial reporting policies and procedures; standards and specifications for the purchase and maintenance of equipment and fixtures; merchandising of items held by you for resale; hours and manner of operations; and/or trademark and signage usage.

5.8 Ongoing Advertising.

You must obtain our approval of any advertising materials prepared by you, or at your direction, prior to the production or use of those advertising materials.

5.9 Annual Conference.

We will require you to attend the annual conference, for up to three (3) days per year, and to pay our then-current registration fee. All expenses, including for yourself and your employees' travel, meals, and lodging expenses associated with our annual franchise conference, are your responsibility. We will determine the topics and agenda for our Annual Conference. We may use contributions from the Marketing Production Fund for purposes related to the Annual Conference, including costs related to productions, programs, and materials.

5.10 Ongoing Assistance.

We will provide you with continuing consultation and advice as we deem necessary and appropriate regarding the management and operation of the Bakery through our employees via telephone, web conferencing and Internet communication. If you require and request additional on-site assistance from us, we will provide you with such assistance at our then-current rates, subject to the availability of our personnel.

5.11 Our Ability to Withhold Services.

If you fail to pay any sums due us or our affiliates under this Agreement or under any other agreement between you and us or our affiliates, we can withhold any supervision, assistance or service provided to you under any provision of this Agreement and prohibit you from participating in the E-Commerce Program, participation in third-party delivery, or servicing National Accounts.

5.12 Delegation.

We have the right to outsource the provision of any service to be performed by us under this Agreement to an approved or designated vendor.

ARTICLE 6 **YOUR OBLIGATIONS**

6.1 Purchasing Requirements.

(a) Compliance with Standards. You acknowledge and agree that your obligations set forth in this Agreement and the Operations Manual are reasonable and necessary for the operation of the Bakery and to maintain uniformity throughout the System. You must adhere to the standards and specifications set forth in this Agreement and the Operations Manual and any revisions or amendments to same (including, without limitation, standards and specifications for the offer, sale, shipping, and delivery of Products and any other goods or services authorized for sale through your Bakery, as well as standards for inventory, merchandise and displays, equipment, fixtures, and signage). You must use signs, furnishings, ingredients and finished food and beverage items, supplies, fixtures, equipment, vehicles and vehicle wraps, and inventory that comply with our then-current standards and specifications, which we establish from time to time. We have the right to change our standards and specifications in our discretion. You acknowledge that you may incur increased costs to comply with such changes at your expense.

(b) Designated and Approved Suppliers. Recognizing that preservation of the System depends upon product and service uniformity and the maintenance of our trade dress, you agree to participate in the National Grocery Program and to purchase food and beverage ingredients and finished goods, smallwares, kitchen and other supplies, kitchen equipment, vehicles and vehicle wrappings, vehicle equipment, signs, furnishings, supplies, fixtures, computer hardware and software, and other equipment

from us, or from our approved and designated suppliers as we will specify in the Operations Manual or otherwise in writing from time to time. You acknowledge that we, our affiliates, and/or a third party may be one of several, or the only, approved supplier of any item. You further acknowledge and agree that we and/or our affiliates have the right to receive a rebate and/or realize a profit on any items that we, our affiliates, or our approved and designated suppliers supply to you. In addition to our right to terminate this Agreement if you fail to purchase from our designated and approved suppliers, you must pay us our then-current unapproved supplier fee, currently two hundred fifty dollars (\$250) per day, in the event you continue purchasing from an unapproved supplier after your receipt of notice (written or verbal) from us advising you to cease doing so. This fee is subject to increase for repeated violations of this Section 6.1(b).

(c) Supplier Approval. In the event you wish to purchase any unapproved item and/or acquire approved items from an unapproved supplier, you must provide us with the name, address and telephone number of the proposed supplier, a description of the item you wish to purchase, and the purchase price of the item, if known. At our request, you must provide us with a sample of the item you wish to purchase for testing purposes. If we incur any costs in connection with testing a particular product or evaluating an unapproved supplier at your request, you must reimburse us for our reasonable testing costs, regardless of whether we subsequently approve the item or supplier. We may base our approval of any proposed item or supplier on considerations relating not only directly to the item or supplier itself (such as the quality of products, standards of service, the supplier's reputation in the marketplace, and the supplier's pricing), but also other factors such as the uniformity, efficiency and quality of operation we deem necessary or desirable in our System as a whole, the confidentiality of our standards and specifications, and our ability to earn revenue from your purchases of goods and services. We have no obligation to approve any particular product, services, or source. If you do not receive our approval within thirty (30) days after submitting all of the information that we request, the request will be deemed disapproved. We and our affiliates have the right to receive payments from suppliers because of their dealings with you and other franchisees and to use all amounts we receive without restriction (unless instructed otherwise by the supplier) for any purposes we deem appropriate. We may require you to purchase any previously unapproved product or service from our approved or designated supplier. Nothing herein will require us to approve an unreasonable number of suppliers for a given item, which approval might, in our reasonable judgment, result in higher costs or prevent the effective or economical supervision of approved suppliers. We may revoke our approval of particular products or suppliers when we determine, in our sole discretion, that such products or suppliers no longer meet our standards. Upon receipt of written notice of revocation, you must cease purchasing products from such suppliers. You must use products purchased from approved suppliers solely in connection with the operation of your Bakery and not for any competitive business purpose.

(d) System Suppliers. We may establish business relationships, from time to time, with suppliers who may produce, among other things, certain food and beverage ingredients, finished products, baking kits and equipment, furnishings, fixtures, equipment and inventory according to our proprietary standards and specifications, or private label goods we authorize for sale by System franchisees ("System Suppliers"). You recognize that such products are essential to the operation of the Bakery and to the System generally. You further recognize that your failure to pay System Suppliers may interfere with such suppliers' willingness to supply the System, which may result in other System franchisees' inability to obtain product or ability to obtain product only on less favorable credit terms. Accordingly, you agree to pay System Suppliers as and when due.

(e) Vehicles. You may be required to obtain a vehicle dedicated to making deliveries for your Bakery. We reserve the right to prescribe standards and specifications for delivery vehicles used in the operation of the Bakery, including the wrapping and refrigeration equipment used in connection with Bakery deliveries.

6.2 Authorized Products and Services.

You must offer for sale only those food and beverage items, novelty gifts and gift packages, gift cards, Proprietary Products, and other products and services that we prescribe, and only such products and services that we prescribe and only in accordance with the requirements of this Agreement and the procedures set forth in the Operations Manual. You must prepare, package, deliver, and dispose of such products in accordance with our standards and applicable law. You may not offer any other products for sale, rent, or lease without our prior written authorization. You will at all times maintain sufficient amounts and types of inventory to meet consumer demand. You must offer and sell all private label products that we may now or in the future designate for sale by System franchisees. In addition to our right to terminate this Agreement, you must pay us our then-current prohibited product fee, currently two hundred fifty dollars (\$250) per day, in the event you continue offering unapproved products or services after your receipt of verbal or written notice from us advising you to cease sales of such product or service.

6.3 Operations.

(a) Unless you have prior written authorization from us, your Bakery must be open and operational seven (7) days a week and you must operate your Bakery for at least those months, hours and days that we specify in the Operations Manual.

(b) You must maintain the Bakery and any vehicles used in connection with the operation of the Bakery in a sanitized, clean, safe and attractive manner, and in accordance with all applicable requirements of law, including all federal, state and local health laws or regulations relating to the offer, packaging, sale, shipping, and delivery of food and beverages, as well as gift packages and novelty items, and the Operations Manual. You and your employees must give prompt, courteous, and efficient service to the public and otherwise operate the Bakery to preserve, maintain and enhance the reputation and goodwill of the System.

(c) In order to ensure that all products and services offered by you meet our high-quality standards, and in order to protect the goodwill associated with our System and Marks, all products and services must be made, packaged, and delivered in the manner set forth in the Operations Manual, and must be sold only at retail to guests and only in conformity with our marketing plan and concept. You acknowledge that such methods are integral to the System and failure to strictly adhere to such standards and specifications will be detrimental to the System and Marks and will constitute a material default of this Agreement.

(d) You will have sole authority and control over the day-to-day operations of the Bakery and your employees and/or independent contractors. You must employ a sufficient number of qualified, competent personnel, offer prompt, courteous and efficient service to the public, and otherwise operate the Bakery in compliance with the System so as to preserve, maintain and enhance the reputation and goodwill of the System. All employees engaged in the operation of your Bakery during working hours must dress in conformance with our standards, must present a neat and clean appearance in conformance with our reasonable standards and must render competent, efficient service to Guests. You agree to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Bakery, 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 you or your employees be deemed to be our or our affiliates' employees.

(e) You agree to operate the Bakery in strict accordance with the Operations Manual. You must train and adequately instruct your employees prior to opening in accordance with the Operations

Manual and must continue such training and instruction for so long as the employee remains with the Bakery. We have the right to require your employees to engage in mandatory training over the Internet periodically at your sole cost and expense. The Operations Manual will set forth the practices, procedures and methods to be utilized in operating a Bakery, and we may require you to conform your practices to national programs, which we may now or in the future design and promulgate as part of our System.

(f) You must devote your personal full-time attention and best efforts to the management and operation of the Bakery. In the event that you are a corporation, limited liability company or partnership, one of your principals must serve as the operator of the Bakery (the "Operator") and dedicate their full time and attention to the day-to-day operations of the Bakery. The Operator must be approved by us and must successfully complete our initial training program and meet our then-current standards for Operators before assuming the position of Operator. In the event that none of your principals are approved by us to serve as the Operator, or are unable to dedicate their full time and attention to the day-to-day operations of the Bakery, you may appoint a non-principal to serve as the Operator, provided that the non-principal operator meets our then-current standards for Operators, successfully completes our initial training program, and is approved by us before assuming the position of Operator. An Operator must have full authority to act on your behalf in your dealings with us. Your Operator, in our sole discretion, may be approved for multiple franchise agreements or multiple Bakeries. You will keep us informed at all times of the identity of any employees acting as Operator of a Bakery and any change in their employment status. Operators are not required to have an equity interest in your Bakery. In any event, you are personally responsible for the operation of your Bakery and your Bakery must at all times be staffed with an Operator who has successfully completed our training program. In the event that an Operator resigns or is otherwise terminated, you will have sixty (60) days to hire a replacement Operator who meets our then-current standards for an Operator and who is approved by us before hiring. The new Operator must complete training to our satisfaction within thirty (30) days after being hired, subject to the availability of our personnel. Your Operator(s) shall devote full time and best efforts to the day-to-day operation and management of the Bakery and shall not engage in any other business activity without our prior written consent.

(g) You must at all times maintain such working capital as may be reasonably necessary to enable you to properly and fully carry out and perform all of your duties, obligations and responsibilities hereunder and to operate the business in a businesslike, proper and efficient manner. We may require you to provide documentation to show that you are financially capable of operating the Bakery at any time.

(h) You must at all times maintain sufficient levels of inventory to adequately meet consumer demand.

6.4 Site Visits.

You agree that, in order to maintain the high quality and uniform standards associated with the System and to protect the goodwill and reputation associated with the System and Marks, you will permit us to inspect your Bakery and vehicles used in connection with making deliveries, confer with you and your employees and Guests, check inventory levels and operating methods, and perform any additional on-site inspections which we deem necessary to protect the standards of quality and uniformity of the System and gauge your performance under this Agreement at any time during regular business hours without notice. It is your obligation to make changes to your operational procedures based on our inspection. We may also, at your expense, remove or destroy any item which does not conform to our specifications and/or standards. If we determine that any condition in the Bakery presents a threat to Guests or public health or safety, we may take whatever measures we deem necessary, including requiring you to immediately close the Bakery until the situation is remedied to our reasonable satisfaction. Our inspections and evaluations may include

a “mystery shopper” program from time to time and we reserve the right to charge you the cost of the mystery shopper program and guest experience monitoring program. You must also pay us or our designated vendor the then-current guest experience monitoring fee. If you fail any inspection or evaluation, you must pay us our then-current Operational Evaluation Fee, currently Three Hundred Dollars (\$300), as well as the costs and expenses of subsequent “mystery shopper” visits.

6.5 Computer Hardware and Software.

(a) You must purchase, license or otherwise obtain and use all computer software programs and applications (“Software”) which we have developed or may develop and/or third-party Software that we designate as a component of the System and must purchase or otherwise obtain such computer hardware as may be necessary for the efficient operation of the Software, including, without limitation, a POS System and a payment card reader. You must obtain and maintain adequate hardware and Software in order to access the Internet at the bit speed we require. We have the right to require you to update or upgrade computer hardware components and/or Software, as we deem necessary from time to time, with no limitations as to the number or cost of such updates or upgrades. This includes taking all steps, including but not limited to those related to visibility and management of your Bakery’s network, that are necessary to ensure that your Bakery is compliant with all data privacy and security laws and Payment Card Industry Data Security Standards (PCI DSS) requirements, as such standards may be revised and modified by the PCI Security Standards Council (see pcisecuritystandards.org), or any successor organization or standards that we may reasonably specify. You must use the Software and associated hardware to access the Website and POS System and to input and access information about your sales and operations.

(b) We have the right to require you, at your sole expense, to enter into separate agreements for any required computer hardware and/or Software, including for the POS system and credit card processor, as well as maintenance and support contracts, data warehousing and other related applications and activities. We reserve the right to require you to install a “systems backup solution” which backs up critical data in your computer system using an off-premises storage scheme. Notwithstanding the fact that you must buy, use and maintain the computer hardware and Software in accordance with our standards and specifications, you are solely responsible for: (i) the acquisition, operation, maintenance and upgrading of the computer hardware and Software; and (ii) any and all consequences that may arise if the computer hardware and Software is not properly operated, maintained and upgraded. It is your responsibility to ensure that you have and at all times maintain proper security applications and controls in place, including but not limited to anti-virus software and password logon protections.

(c) If we develop or custom design a software program for conducting accounting, business intelligence, KPI reporting, inventory and point-of-sale functions and/or other activities (collectively, the “Proprietary Software Programs”), you agree to obtain the Proprietary Software Programs and install into your Bakery, at your expense, the necessary computer hardware and software to provide us with full and direct electronic access to all of your data, software systems, security camera footage, and related information. Additionally, you must comply with all specifications and standards we prescribe regarding the Proprietary Software Programs as provided from time to time in the Operations Manual,. It is possible that we might not be able to alter the Proprietary Software Programs to accommodate each franchisee within the System, and therefore, at such time that we require the implementation of such Proprietary Software Program(s), you will only utilize such Programs we prescribe.

(d) We must have independent, unlimited access to the information generated through the use of our Proprietary Software Programs, without compensation to you, and we may share revenue and other data concerning your Bakery with other franchisees in the System.

6.6 Internet Website.

(a) We have established the Website, which provides information about the System and products and services sold under the System. We may use Marketing Production Fund contributions to pay or reimburse ourselves for costs incurred in connection with the development, maintenance and update of the Website, or any additional websites we may create in the future in connection with the System. We will be the web master, either directly or through a third party, and will have sole discretion and control over our Website and any future websites we may create (including timing, design, content and continuation).

(b) We may design and provide a web page for the promotion of your Bakery on our Website. You must give us the materials we request to develop, update, and modify such page. We will remain the web master, either directly or through a third party, and will have absolute discretion and control over such page. All information on the Website must be approved by us prior to posting. You are prohibited from maintaining an individual website related to the Bakery, or establishing a URL incorporating any variation of the Marks, without our prior written approval. You cannot violate our privacy policies or user terms posted on our Website. We will own all intellectual property and other rights in the Website and all information it contains (including, without limitation, the domain name or URL for your webpage, the log of “hits” by visitors, and any personal or business data that visitors supply). We may implement and periodically modify System standards relating to the Website and your web page.

(c) You are prohibited from establishing or maintaining a separate website, splash page, blog, social networking page or profile or other presence on the Internet, or otherwise advertising on the Internet or any other public computer network in connection with the Bakery, including any profile on Facebook, Instagram, Snapchat, Yelp, Trip Advisor, Twitter, LinkedIn, Plaxo, Goggle, YouTube, TikTok or any other social media, reviews and/or networking site without our prior approval. If such approval is granted by us, you must: (i) establish and operate such Internet site in accordance with System standards and any other policies we designate in the Operations Manual 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). Any such approval may be revoked at any time by us in our sole discretion.

(d) We have the right to modify the provisions of this Section 6.6 relating to Internet websites as we deem necessary or appropriate in the best interest of the System.

(e) You acknowledge that we and/or our affiliates are the lawful, rightful and sole owner of the Internet domain name nothingbundtcakes.com and any other website we may now or in the future create in connection with the System, and you unconditionally disclaim any ownership interest in such domain names and any other domain names or URLs colorably similar thereto. You agree not to register any Internet domain name in any class or category that contains words used in or similar to any brand name owned by us or our affiliate or any abbreviation, acronym, phonetic variation or visual variation of those words. You must comply with, and not violate, the privacy policies on our Website.

6.7 Computer Network, Intranet or Extranet Participation.

You must participate in any System-wide computer network, intranet system or extranet system that we implement, and may be required to use such networks to, among other things: (i) process Guest orders for fulfillment; (ii) submit reports to us; (iii) view and print updates to or portions of the Operations Manual; (iv) download approved local advertising materials; (v) communicate with us and other System franchisees; and (vi) complete training. You agree to use the facilities of any such computer network, intranet system or extranet system in strict compliance with the standards, protocols, and restrictions that we include in the Operations Manual, including those related to the encryption of confidential information

and prohibitions against the transmission of libelous, derogatory or defamatory statements. We reserve the right to charge you a monthly service for certain technology services that we provide to you for the ongoing operation and maintenance of any System-wide computer network, intranet or extranet system that we implement. We have the right to modify and increase such fees as we deem advisable in our sole discretion.

6.8 Personal Conduct.

You agree to refrain from committing any act or pursuing any course of conduct that is dishonest, unethical, or discriminatory in nature or otherwise tends to bring your Bakery, us, the System, or the Marks into disrepute.

6.9 Best Efforts.

You must use your best efforts to promote and increase the demand for the products and services offered by your Bakery. All of your advertising and promotional efforts must be completely factual and conform to the highest standards of ethical advertising. You agree to refrain from any business or advertising practice that may be injurious to the Bakery or the goodwill associated with the Marks and System.

6.10 Telephone.

You must obtain a new telephone number and telephone listing at your expense, to be listed under the Nothing Bundt Cakes® name and not under your corporate, partnership, or individual name, to be used exclusively in connection with your operation of the Bakery. Upon the expiration, transfer or termination of this Agreement for any reason, you must terminate your use of such telephone number(s) and listing(s) and assign same to us or our designee. You must answer the telephone in the manner we specify in the Operations Manual. You agree to assign all telephone numbers, fax numbers, and other numbers or listings associated with the Bakery to us, including all Better Business Bureau, Angie's List, Yahoo, Google, Craigslist, Facebook, YouTube, Plaxo and related listings by signing the assignment of telephone numbers attached as Exhibit 5 to this Agreement. You hereby grant us permission to access your telephone data for any purpose we deem relevant and do so directly through you or your vendor. We have the right to require you, at your sole expense, to enter into separate agreements with our designated vendors for the Bakery's telephone equipment and service. If we choose to operate a centralized answering service for the System, you will be required to participate in such service and take all actions necessary for such participation, including the forwarding of calls to the service.

6.11 Your Obligations; Payment of Debts.

You are solely responsible for: (a) selecting, retaining and paying your employees and complying with all state, federal, and local employment laws and regulations, including, without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, data privacy and security, supervision, and discipline of employees, paid or unpaid, full or part-time; (b) paying all invoices for goods and services used in connection with operating the Bakery; and (c) determining whether, and on what terms, to obtain any financing or credit which you deem advisable or necessary to establish and operate the Bakery. You agree to pay all current obligations and liabilities to suppliers, lessors, and creditors on a timely basis. You agree to indemnify us in the event we are held responsible for your debts if we elect to pay your obligations in order to preserve the relationship between System Suppliers and other System franchisees. You agree to make prompt payment of all federal, state and local taxes, including individual and corporate taxes, sales and use taxes, franchise taxes, gross receipts taxes, employee withholding taxes, FICA taxes, personal property and real estate taxes arising from your operation of the Bakery. You agree to indemnify us if we are held responsible for these taxes.

6.12 Compliance with Applicable Laws.

You must comply with all applicable federal, state and local laws, ordinances and regulations (including, without limitation, all government regulations relating to the preparation, presentation, shipping, delivery and disposal of perishable goods, kitchen safety, occupational hazards and health, dispensing of perishable items, consumer protection, trade regulation, worker's compensation, unemployment insurance, withholding and payment of federal and state income taxes and social security taxes and sales, use and property taxes, and the applicable provisions of the Americans with Disabilities Act ("ADA")) regarding the construction, design and operation of the Bakery. You also agree to comply with all applicable laws pertaining to the privacy of the customer, employee, and transactional information ("Privacy Laws"). You further agree to comply with our standards and policies pertaining to Privacy Laws.

6.13 Trade Secrets and Confidential Information.

You must maintain the confidentiality of all Confidential Information as set forth in Article 9 below.

6.14 Image.

You acknowledge that we have developed a System to offer and sell products which will distinguish the Bakeries from other retail outlets which offer similar goods at different prices and with less attention paid to product quality, packaging, and Guest service. You agree to offer products and services and to operate the Bakery in a manner that emulates and enhances the image we intend for the System. You further acknowledge and agree that each aspect of the System is important not only to you but also to us and to other System franchisees in order to maintain the highest operating standards, achieve system wide uniformity, and increase the demand for the products sold and services rendered by System franchisees. You agree to comply with the standards, specifications and requirements we set forth in order to uniformly convey the distinctive image of a Bakery. You will, in the operation of the Bakery, use only those inventory items and merchandise, signage, displays, shelving, paper, labels, forms and other products and services imprinted with the Marks and colors as prescribed from time to time by us.

6.15 Pending Actions.

You must notify us, in writing, within five (5) days of the commencement of any action, suit or proceeding and the issuance of any order, suit or proceeding of any court, agency or other government instrumentality, including the receipt of any notice or citation, which may adversely affect the operation or financial condition of the Bakery.

6.16 Standard Maintenance, System Conformity, and Remodeling.

You agree to repair, refinish, repaint, replace, and/or otherwise redo the Bakery, signs, furnishings, fixtures, decor, and any other tangible part or property of the Bakery at your sole expense and at such times we may reasonably direct. We have the right to require you, at your sole expense, to enter into equipment maintenance and monitoring agreements with our designated vendors. We have the right to direct you to remodel, re-equip, and otherwise refurbish your Bakery and vehicles to bring them into conformance with our then-current standards for a Bakery and delivery vehicles at the time we make the request.

6.17 Licenses, Permits, and Certificates.

You must obtain and maintain in force all required licenses, permits and certificates relating to the operation of the Bakery and shall operate the Bakery in full compliance with all applicable laws, ordinances

and regulations, workers' compensation and unemployment insurance requirements, and withholding and payment of federal and state income, social security, sales, use, and property taxes.

ARTICLE 7

TRAINING REQUIREMENTS

7.1 Initial Training.

Two (2) people, which must include you (in the event you are an individual) or your Operator (in the event you are an entity), must attend and complete, to our satisfaction, our initial tuition-free training program. The required training lasts up to four (4) weeks and consists of training in Product preparation and packaging, maintaining financial controls and general bookkeeping procedures, operational techniques, using our required equipment and computer hardware and software, inventory controls, marketing and advertising techniques, and Guest service and maintenance of quality standards. All training will take place at one of our company bakeries located in or around the City of Dallas, Texas or at any other location we designate. You, your Operator or any other trainees must attend the initial training program at the same time. In addition, we will provide one (1) of our representatives for up to five (5) days at your Bakery for additional training and opening assistance. You are responsible for all training related expenses, including you and your employees' travel, meals, lodging, and payroll expenses associated with attending the initial training program. You must complete training before opening your Bakery. If you or any Operator fails to complete training to our satisfaction, the respective person may repeat the course, or in the case of an employee, you may designate a substitute to attend our next available training program. At all times you must have an Operator in-place in your Bakery who has completed our training to our satisfaction. We may charge our then-current fee for replacement of initial training attendees. We have the right to terminate this Agreement if you fail to complete training to our satisfaction within the time frames we prescribe. If you are approved to expand as a multi-unit franchisee, we may require you to send your Operator to the Dallas, Texas, area for training by us, or we may require you to be responsible for the initial training of the management team for your second Bakery and any other Bakeries we grant you the right to open and operate.

7.2 Training Your Other Employees.

You must train your other employees using our training materials. We will provide you with training materials for your use in training your personnel. Only the materials we provide can be used by you to train your personnel. All training materials we produce constitute part of our trade secrets and confidential information. You agree not to challenge our rights in and to any training materials.

7.3 Ongoing Training Programs.

To assist you in the operation of your Bakery, we may require you and/or your employees to attend any additional training programs and refresher courses. You are responsible for you and your personnel's travel, meals, lodging, and payroll expenses associated with attending additional training programs. The additional training programs and refresher courses will be at our then-current tuition for such training.

ARTICLE 8

PROPRIETARY NAMES AND MARKS

8.1 Your Use of Our Marks and Other Proprietary Material.

(a) You must only use the Marks we designate, and must use them in only the manner we authorize and permit.

(b) You will use the Marks only for the operation of your Bakery exclusively at the Approved Location, and in advertising your Bakery in the Territory pursuant to our standards and specifications.

(c) You must use the marks without prefix or suffix, and in conjunction with the “TM,” “SM,” “S,” or “®” symbols, as applicable. You are prohibited from using the Marks in connection with the offer or sale of any unauthorized products or services. You may not use the Marks as part of your corporate or other legal name. Your corporate name and all fictitious names under which you propose to do business must be approved by us 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 the business name “Nothing Bundt Cakes®.” You must promptly register your Bakery as doing business under an assumed business name at the public office as provided for by the laws of the state in which your Bakery is located.

(d) You must identify yourself as an owner of your Bakery in the manner we specify in conjunction with any use of the Marks including, without limitation, on invoices, order forms, receipts, Guest forms and questionnaires, business stationery, and advertisements, as well as at such conspicuous locations as we may designate in writing at the Bakery premises.

(e) Your right to use the Marks is limited to the uses authorized in this Agreement, and any unauthorized use of the Marks will constitute infringement of our rights.

(f) You will not use the Marks to incur any obligation or indebtedness on our or our affiliates’ behalf.

(g) You will execute any documents we deem necessary to obtain protection for the Marks or to maintain their continued validity and enforceability.

(h) You must promptly notify us of any suspected unauthorized use of our Marks, Proprietary Recipes, the Operations Manual, any proprietary software, our copyrighted material or materials in which we claim a common law copyright interest, any proprietary software we may now or in the future create, and any other intellectual property that we may now or in the future designate in connection with the System (the “Proprietary Materials”), any challenge to the validity of the 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 Materials. You acknowledge that we have the sole right to direct and control any administrative proceeding or litigation involving the Marks or Proprietary Materials, including any settlement thereof. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of our rights to the Marks or Proprietary Materials.

(i) We reserve for ourself, our successors and assigns any and all rights to access, use, create, distribute, publish and further develop those rights commonly referred to as “digital media rights,” “digital advertisement rights,” or “persistent media in augmented reality.”

8.2 Trademark Acknowledgements.

You expressly understand and agree that:

(a) We own all right, title, and interest in and to the Marks and Proprietary Materials, and the goodwill associated with and symbolized by them, and we have the right to use and license others to use the Marks and Proprietary Materials;

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

(c) Your use of the Proprietary Materials does not give you any ownership interest or other interest in or to the Proprietary Materials. During the term of this Agreement and after its expiration or termination, you will not directly or indirectly contest the validity of, our ownership of, or our right to use and license others to use the Marks and other Proprietary Materials;

(d) Any and all goodwill arising from your use of the Proprietary Materials and Marks will inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the System, the Marks, or any other Proprietary Materials;

(e) Except as specified in Article 1 hereof, the license of the Marks granted to you hereunder is nonexclusive and we retain all other rights, including the right to: (i) use the Marks ourselves in connection with selling products and services; (ii) grant others licenses for the Marks; and (iii) develop and establish other systems using the Marks, similar marks, or any other marks, and to grant licenses thereto without providing any rights therein to you; and

(f) We reserve the right in our sole discretion to substitute different proprietary marks for use in identifying the System and the businesses operating thereunder. You must discontinue using any particular Mark within ten (10) days of written notice from us, and begin using any additional, modified, or substituted Mark within the timeframes we specify.

8.3 Trademark Litigation.

We will defend you against any third-party claim, suit, or demand arising out of your use of the Marks. If we determine, in our sole discretion, that you have used the Marks in accordance with this Agreement, we will control the defense and bear the cost of such defense, including the cost of any judgment or settlement. If we, in our sole discretion, determine that you have not used the Marks in accordance with this Agreement, we will still control the defense but you will bear the cost of such defense, including the cost of any judgment or settlement. In the event of any litigation relating to your use of the Marks, you will execute all documents and do such acts as may, in our opinion, be necessary to carry out such 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 Marks in a manner inconsistent with the terms of this Agreement, we agree to reimburse you for your out-of-pocket costs incurred in performing such acts.

ARTICLE 9

CONFIDENTIALITY OF PROPRIETARY INFORMATION

9.1 Access to Confidential Information.

During the term of this Agreement, you will receive information which we consider our trade secrets and confidential information (“Confidential Information”). You will not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information including, without limitation, our Proprietary Recipes and other standards for preparing and packaging Products; our trade secrets, advertising strategies, price marketing mixes related to Products and other food and beverage items offered by Bakeries; supplier networks and pricing arrangements with suppliers; the E-Commerce Program, National Account networks, the Operations Manual and training procedures; sales promotion aids, business forms, merchandising procedures, accounting procedures, marketing reports, inventory systems and

copyrighted materials; and other methods, techniques and know-how concerning the operation of the Bakery which may be communicated to you or of which you may be apprised by virtue of your operation of the Bakery. You also acknowledge and agree that certain information, including (i) current Guest and prospective Guest names and addresses; (ii) information about credit extensions to Guests; (iii) Guest purchasing histories; (iv) rates charged to Guests; and (v) Customer Relations Management (“CRM”) reports (subsections (i)-(v) collectively shall be referred to as “Guest Lists”) also constitute our trade secrets and Confidential Information. You may divulge Confidential Information only to those of your employees as must have access to it in order to operate the Bakery. All information, knowledge, know-how, techniques, and other data which we designate as confidential will be deemed Confidential Information for purposes of this Agreement.

9.2 Non-Disclosure.

In order to protect our Confidential Information, you shall cause each of your Owners and other management-level employees who have access to our Confidential Information, received training from us or whom we may reasonably require, to execute a confidentiality agreement consistent with the restrictions set forth in this Section 9. We have created a form of Confidentiality Agreement for your convenience which is attached to this Agreement as Exhibit 4. You are not obligated to use the form of Confidentiality Agreement. However, if you choose to use it, it is your obligation to have it reviewed by your local attorney and otherwise to ensure it is valid and enforceable under applicable law. It is your obligation to ensure that any form of confidentiality agreement that you utilize to comply with this Section 9.2 is valid and enforceable under applicable law.

9.3 New Concepts.

If you, your employees, or principals develop any new concept, process or improvement in the operation or promotion of the Bakery, including new recipes and packaging methods, you will promptly notify us, and provide us with all of the information necessary to implement the improvement, without any compensation. Any such 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 thereto. You and your principals and agents hereby assign to us any rights they may have or acquire therein, including the right to modify such concept, process or improvement, and otherwise waive and/or release all rights of restraint and moral rights therein and thereto. You and your principals and agents 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 documentations for obtaining and enforcing such rights. You and your principals and agents hereby 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 the foregoing provisions of this Section 9.3 are found to be invalid or otherwise unenforceable, you and your principals and agents hereby 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 this Agreement, directly or indirectly infringe your rights therein.

9.4 Customer and Employee Data.

You must comply with the standards, other directions from us, prevailing industry standards (including payment card industry data security standards), and all applicable laws, as any of them may be modified from time to time, regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of customer and employee data on your computer systems or otherwise in your possession or control and, in any event, employ reasonable

means to safeguard the confidentiality and security of such data. If there is a suspected or actual breach of security or unauthorized access involving your customer or employee data (a “Data Security Incident”), you must notify us immediately after becoming aware of such actual or suspected occurrence and specify the extent to which such data was compromised or disclosed. You must comply with our instructions in responding to any Data Security Incident. We (and our designated Affiliates) have the right, but no obligation, to control the direction and handling of any Data Security Incident and any related investigation, litigation, administrative proceeding or other proceeding at your expense. We and our Affiliates may, through the access to your computer systems or otherwise, have access to customer data. During and after the Term, we and our Affiliates may make any and all disclosures and use the customer data in our and their business activities and in any manner that we or they deem necessary or appropriate. You must secure all of your vendors, customers, prospective customers and others’ consents and authorizations, and provide them all disclosures that applicable law requires to transmit the customer data to us or our Affiliates and for us and our Affiliates to use that data in the manner that this Agreement contemplates.

ARTICLE 10

MODIFICATION OF THE SYSTEM

You recognize and agree that we may change or modify the System as presently described in the Operations Manual and the Marks, including the adoption and use of new, modified, and/or substituted Proprietary Recipes, authorized products and services, Marks, other Proprietary Material, and techniques for operating a Bakery. You will accept and use for the purposes of this Agreement any such changes in the System as if they were part of this Agreement as of the Effective Date. You will make such expenditures as such changes or modifications in the System may reasonably require. You will not change, modify, or alter the System in any way without our prior written consent. We have the right to operate, develop, and change the System in any manner that is not specifically prohibited by this Agreement.

ARTICLE 11

ADVERTISING AND PROMOTION

11.1 Opening Advertising Program.

You have, upon execution of this Agreement, paid to us the sum of Ten Thousand Dollars (\$10,000) which we will use to pay for and conduct an Opening Advertising Program to advertise the opening of your Bakery. You acknowledge that we may require you to spend up to an additional Five Thousand Dollars (\$5,000) on such Opening Advertising Program. In addition, you may elect to spend additional money for your Opening Advertising Program, provided that all materials used in connection with the Opening Advertising Program are subject to our prior written approval. The Opening Advertising Program is considered local marketing under this Agreement and is therefore subject to additional restrictions described in Section 11.6 below. You understand and acknowledge that the Bakery’s grand opening and the Opening Advertising Program shall be held not later than forty-five (45) days after the Bakery opens to the public.

11.2 Marketing Production Fund.

We will from time to time develop, formulate, produce, and conduct marketing, advertising, and promotional programs in the form and media as we determine. To facilitate these activities, we have established a Marketing Production Fund (the “Production Fund”). You are obligated to contribute to the Production Fund as set forth in Section 11.4, due and payable at the same time and in the same manner as the Royalty due under this Agreement or in such other manner as we may periodically specify. You agree to participate in all marketing, advertising, and promotional programs as we determine to be appropriate for the benefit of the System.

(a) We will use Production Fund contributions, in our sole discretion, to develop, produce, and distribute national, regional and/or local advertising and to create advertising materials and public relations programs, which promote, in our sole judgment, the services offered by System franchisees. We reserve the right, in our sole discretion, to determine the composition of all geographic territories and market or trade areas where such marketing, advertising, and promotional programs are implemented. We have the sole right to determine contributions to and expenditures from the Production Fund, or any other advertising programs, and the sole authority to determine, without limitation, the selection of the advertising materials and programs, in a manner which we deem to be in the general best interests of the System, without any obligation to obtain your approval or the approval of any other franchisee.

(b) We may use the Production Fund to satisfy any and all costs of maintaining, administering, directing, preparing, producing, and tracking advertising, including, without limitation the cost of: (i) preparing and producing marketing programs and advertising materials; (ii) reputation management; (iii) public relations activities and advertising agencies; (iv) developing and maintaining an Internet website and a gift card program; (v) developing Guest loyalty programs; (vi) personnel and other departmental costs for maintaining, administering, directing, preparing, producing, and tracking advertising and marketing, and (vii) development of business intelligence tools that report information on your Bakery. You acknowledge and understand that the contributions to the Production Fund are intended to maximize general public recognition and patronage of the Marks and the System in a manner determined to be most effective by us and that we do not undertake any obligation in developing, implementing, or administering these programs to ensure that all System franchisees will benefit directly or on a pro rata basis from such expenditures. While we do not anticipate that any part of the Production Fund contributions will be used for advertising which is principally a solicitation for franchisees, we reserve the right to use the Production Fund for public relations or recognition of our brand, for the creation and maintenance of the Website, a portion of which can be used to explain the franchise offering and solicit potential franchisees, and to include a notation in any advertisement indicating “Franchises Available.”

(c) We have the right to reimburse ourselves from the Production Fund contributions for such reasonable costs and overhead, if any, as we may incur in activities reasonably related to the direction and implementation of the Production Fund, including the proportionate compensation of our employees and other designees who devote time and render services to the activities of the Production Fund.

11.3 Paid Media Fund.

In addition to the Production Fund, we have established a Paid Media Fund (the “Media Fund”) to which you are obligated to contribute as set forth in Section 11.4. Contributions to the Media Fund are due and payable at the same time and in the same manner as the Royalty due under this Agreement or in such other manner as we may periodically specify. The Media Fund contributions shall be used, in our sole discretion, to satisfy any and all costs of placing paid media including, but not limited to, broadcast, print, place-based, digital, social, and other media (collectively, “Paid Media”). We have the right to use the Media Fund for Paid Media to be distributed nationally, regionally, and/or locally, as we determine will be in the general best interests of the System, without any obligation to obtain your approval or the approval of any other franchisee. Furthermore, we do not undertake any obligation to ensure that all System franchisees will benefit directly or on a pro rata basis from the Media Fund expenditures.

11.4 Contributions to the Funds.

(a) You acknowledge and agree that contributions made by you for the Production Fund and the Paid Media Fund (each a “Fund” and collectively the “Funds”) shall combined be five percent (5%) of your Net Revenues. The respective contributions allocated to each Fund will be set by us in our sole discretion and are subject to change. You acknowledge and agree that we reserve the right to (i) have

a Fund borrow from us or our affiliates to cover deficits, or invest any surplus for future us and/or (ii) have one Fund borrow from the other Fund when we determine it is reasonably necessary to help support the permitted activities of the borrowing Fund. We will keep records of any such borrowing described above.

(b) You acknowledge and agree that the contributions to the Funds shall not be deemed to be trust funds and we have no obligation to spend on advertising, marketing, or promotions amounts in excess of those funds actually collected from franchisees. Further, any contributions to a Fund which are not spent by us in the calendar year in which they were contributed will be carried over for use by the Fund in subsequent year(s).

(c) Upon written request, we will prepare and make available an annual, unaudited statement of contributions and expenditures for the Funds within one hundred twenty (120) days of the end of the fiscal year.

11.5 Regional Advertising and Promotional Cooperatives.

We have the right to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative (“Cooperative”), and to determine whether a Cooperative is applicable to the Bakery. If a Cooperative is established applicable to the Bakery, you must participate in the Cooperative. In the event we designate a Cooperative for your Territory, your Cooperative contributions will be credited towards your Production Fund contribution requirements. The following provisions will apply to each Cooperative:

(a) Each Cooperative will be organized and governed in a form and manner, and will commence operation on a date, we approve in advance;

(b) Each Cooperative will be organized for the exclusive purpose of administering regional advertising programs and developing, subject to our approval, standardized advertising materials for use by the members;

(c) No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without our prior approval. All such plans and materials must be submitted to us;

(d) Cooperative activities will be determined by a majority vote of the member franchisees in the Cooperative; and

(e) Each member franchisee must submit to the Cooperative, no later than the 10th of each month, for the preceding month, its respective contribution as provided in this Agreement together with such other statements or reports as we may require or as may be required by the Cooperative with our approval.

We may grant to you an exemption from participating in a Cooperative at our sole discretion, upon your written request stating reasons supporting such exemption. Our decision concerning such requests for exemption will be final.

11.6 Local Marketing.

(a) Only Within Territory. You recognize the value of advertising and promoting your Bakery, and the importance of standardizing advertising and promotional programs to enhance the goodwill and public image of your Bakery and the System. Accordingly, you may only actively advertise the Bakery, the Products, and the System exclusively in your Territory. You may not advertise or promote

your Bakery outside of your Territory without our written consent, which we may withhold or condition at our discretion or revoke at any time and for any reason.

(b) Local Marketing Media Campaigns. Should you wish to engage in a formal local marketing media campaign beyond what is being administered by the Marketing Production Fund, you must receive our approval, which may be withheld or conditioned at our sole discretion. If you receive our approval, you must work with us or our designated third-party vendor to develop such local media campaign at your cost and expense.

(c) Local Marketing Elements. All elements of local marketing will be subject to our approval, and you must place or display at the Approved Location (interior and exterior) only the signs, emblems, lettering, logos and displays and advertising materials that have been pre-approved. You must submit samples of all sales, promotional, and advertising materials you wish to use, including, but not limited to, print, radio and television advertising, signage, supplies and packaging, to us and our designated vendor at least fifteen (15) business days prior to publication or use. You cannot use any advertising or promotional materials that we have not explicitly pre-approved. All advertising must prominently display the Marks and comply with our standards for use of the Marks. We may require you to discontinue the use of any advertising or marketing materials at any time, at your expense.

(d) No Offset. Any amounts you spend on local marketing are separate from and do not offset or reduce your contributions to the to the Production Fund and Paid Media Fund.

11.7 Test Marketing.

We may conduct marketing research to determine consumer trends and test new products and services. You must participate in such marketing research in the manner we request, including purchasing reasonable amounts of test products or services, and offering, selling, packaging, and delivering test products or services from your Bakery. We will use Production Fund contributions to develop test products and services.

11.8 Gift Card Program; Pricing and Promotion Programs.

You must market, offer, sell, and redeem gift cards in the manner we specify. Only gift cards we authorize may be sold through the Bakery, and you must purchase such gift cards directly from us. You must honor the gift cards we authorize at your Bakery without any offset against your Royalty. You must honor the terms of all promotional or discount programs that we may offer to the public for System businesses, and you must comply with any pricing policies we may specify, including minimum and maximum price policies, minimum advertised price policies and unilateral price policies. You must also provide those services and other items that we specify on such terms and at such rates, including free-of-charge, as we may specify.

11.9 Public Relations.

You agree that we shall control all public relations matters which we in our judgment pertains to the Nothing Bundt Cakes brand or its franchise system. You agree to notify us before taking any legal action (lawsuit or arbitration) related to the operation of your Bakery, exclusive of matters pertaining to your relationship with your personnel, contractors and representatives.

ARTICLE 12
ACCOUNTING AND BOOKKEEPING RECORDS

12.1 Books and Records.

You must maintain for at least five (5) fiscal years from their preparation complete financial records for the operation of the Bakery in accordance with generally accepted accounting principles and must provide us with: (i) weekly net revenue reports in the form we specify which contains the sales information pertaining to the preceding week including, without limitation, Net Revenues, the mix of products and services sold by the Bakery, Guest Information, and any other additional information which we deem necessary to properly evaluate your performance; (ii) within thirty (30) days of the end of each quarter, a quarterly balance sheet and profit and loss statement in a format we specify, prepared in accordance with any standard chart of accounts we may designate; (iii) annual financial reports and operating statements in the form we specify, prepared by a certified public accountant or state licensed public accountant, on or before February 1st of each calendar year for the immediately preceding calendar year; (iv) state and local sales tax returns or reports within thirty (30) days after their timely completion; and (v) such other reports as we may require from time to time, in the form we prescribe. You must provide federal, state and local income tax returns for each year in which your Bakery is operated upon request. To assist you in recording and keeping accurate and detailed financial records for reports and tax returns, we may, at our discretion, specify the form in which the business records must be maintained and provide a uniform set of business record-keeping forms for you to use. We will have full access at any time to all of your data, systems, and related information by means of direct access, whether in person or electronically. If you fail to provide any reports to us as required herein or in the Operations Manual, we will have the right, but not the obligation, to have our representative(s) enter the Approved Location and prepare required reports at your sole cost and expense.

12.2 Inspection and Audit.

We and our agents will have the right at all reasonable times to examine and copy your books, records, accounts, and/or business tax returns. We also have the right, at any time, to have your books and records audited. If an inspection reveals that you understated Net Revenues or the fees due under this Agreement, you must immediately pay us the understated amount, in addition to interest from the date such amount was due until paid, at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is less. If an inspection discloses an understatement in any statement or report of more than two percent (2%), in addition to repaying us all amounts owed, you must pay for the cost of the audit and reimburse us for our expenses incurred in connection with the audit (including travel, lodging and wages expenses, and reasonable accounting and legal costs). The foregoing remedies shall be in addition to any other remedies we may have.

12.3 Financial Accounting Fee.

We reserve the right to require you to pay us or our designated vendor our then-current financial accounting fee, the cost of which covers our required financial reporting intranet or extranet system that we implement.

ARTICLE 13
INSURANCE

13.1 Qualified Insurance Carrier.

During the term of this Agreement, you must obtain and maintain at your expense, insurance coverage for the Bakery in the amounts, and covering the risks, we periodically specify in the Operations Manual. All insurance policies must be issued by an insurance company with a rating of A-VI or better as reported in the most recent edition of A.M. Best's Insurance reports and such insurance company must be licensed to do business in the state in which the Bakery is located. Our acceptance of an insurance carrier does not constitute our representation or guarantee that the insurance carrier will be capable of meeting claims during the term of the insurance policy. You agree to carry such additional insurance as required by your Lease or applicable laws and regulations. All insurance policies must name us and any party we designate as additional insureds and provide that the coverage afforded applies separately to each insured against whom a claim is brought as though a separate policy has been issued to each insured. All insurance policies must contain a waiver of subrogation in favor of us and certain of our affiliates. Insurance must be in effect before you begin construction of your Bakery.

13.2 Insurance Requirements.

Our current minimum insurance requirements are specified in the Operations Manual. We may periodically increase the amounts of coverage required under those insurance policies and/or require different or additional insurance coverage at any time to reflect identification of new risks, inflation, changes in the law or standards of liability or relevant changes in circumstances. All policies must provide for thirty (30) days' prior written notice to us of any policy's material modification, cancellation, or non-renewal and notice to us of any non-payment.

13.3 No Reduction in Insurance Requirements.

You will not reduce the policy limits, restrict coverage, cancel or otherwise alter or amend said policy without our written consent.

13.4 Proof of Insurance Required.

You must submit certificates of insurance to us as proof of insurance before you sign a lease for your Bakery. You must deliver a complete copy of your then-prevailing policy of insurance within thirty (30) days following the delivery of the certificate of insurance. Further, you must provide to us Certificates of Insurance on an annual basis via FranConnect or the manner in which we prescribe. If you fail to comply with the minimum insurance requirements set forth herein or fail to provide evidence that you have obtained such insurance, we have the right to obtain such insurance and keep the same in force and effect, and you must pay us, on demand, the premium cost thereof and an administrative fee equal to eighteen percent (18%) of the cost of insurance.

ARTICLE 14
TERMINATION OF FRANCHISE

14.1 Termination without Notice.

This Agreement will automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following:

(a) Voluntary Bankruptcy. If you make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for you or the Bakery.

(b) Involuntary Bankruptcy. If proceedings are commenced to have you adjudicated bankrupt or to seek your reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within sixty (60) days, or a trustee or receiver is appointed for you or the Bakery without your consent, and the appointment is not vacated within sixty (60) days.

(c) Unauthorized Transfer. You purport to sell, transfer or otherwise dispose of any entity you create to operate the Bakery or any interest in the Bakery in violation of this Agreement.

14.2 Termination with Notice and Without Opportunity to Cure.

We have the right to terminate this Agreement upon notice and without providing you with an opportunity to cure for any of the following breaches or defaults:

(a) Criminal Acts. If you or any of your principals are convicted of or plead guilty or no contest to a felony or take part in any criminal misconduct relevant to the operation of your Bakery.

(b) Fraud. If you or any of your principals commit any fraud or misrepresentation in the operation of your Bakery.

(c) Misrepresentation. If you or any of your principals make any misrepresentation or omission in connection with your franchise application, including but not limited to any financial misrepresentation.

(d) Failure to Complete Training. If you or any of your principals fail to complete initial training set forth in Section 7.1 within the time frames set forth therein.

(e) Repeated Breaches. If we send you two (2) or more notices of default pursuant to Sections 14.3 and/or 14.4 hereof in any twelve (12) month period.

(f) Breach of Other Agreements. If you or any of your principals materially breach any other agreement with us or our affiliates or your landlord, or threaten any material breach of any such agreement, including the Lease, and fail to cure such breach within any permitted period for cure.

(g) Misuse of the Marks or Confidential Information. If you or any of your principals materially violate any provisions hereof pertaining to the Marks, Proprietary Materials, or our Confidential Information or misuse the same.

(h) Violation of Health Code. If you violate any health, safety or sanitation law, ordinance or regulation in the preparation, presentation, or delivery of any good or service through your Bakery or operate the Bakery in a manner that presents a health or safety hazard to Guests, or the general public.

(i) Violation of In-term Restrictive Covenant. If you violate the in-term restrictive covenant set forth in Section 16.1 below, or if you knowingly distribute Products within another franchisee's territory in violation of Section 1.2 above.

(j) Liens. If a levy of writ of attachment or execution, or any other lien, is placed against you, any partnership, limited liability company, or corporation you create to operate the Bakery, or any of your principals or any of their assets which are not released or bonded against within thirty (30) days.

(k) Insolvency. If you or any of your principals guaranteeing your obligations under this Agreement become insolvent.

(l) Abandonment. If you voluntarily or otherwise abandon the Bakery. The term “abandon” includes any conduct which indicates a desire or intent to discontinue operating the Bakery in accordance with the terms of this Agreement and will apply in any event if you fail to operate the Bakery as a Nothing Bundt Cakes® Bakery for a period of two (2) or more consecutive days without our prior written approval.

(m) Proprietary Software. If you misuse or make unauthorized use of any proprietary software we develop for use in connection with the System.

(n) Insurance. If you fail to maintain insurance or repay us for insurance we pay for, or if you otherwise fail to adhere to the requirements of Section 13.

(o) Government Regulations. If you fail, within fifteen (15) calendar days after notification of non-compliance by federal, state or local government authorities to comply with any law or regulation applicable to the Bakery.

(p) Government Actions. If any government action is taken against you that results in any obligation upon us which in our sole judgment is uneconomical, not in the best interests of us, or would result in us having an unintended relationship or obligation.

(q) Anti-Terrorist Activities. If you fail to comply with the provisions of Section 20.6 below.

(r) Personal Use of Bakery Property. If you take employee taxes, FICA, insurance revenue or benefits, or any other assets of the Bakery for personal use.

(s) Insufficient Funds. If there are insufficient funds in your bank account to cover a check or EFT payment to us or our affiliates three (3) or more times within any twelve (12) month period.

(t) Under-reporting of Net Revenues. If any audit reveals that you have understated your Net Revenues, Royalty and other payments due to us by more than two percent (2%), or if you have failed to submit timely reports and/or remittances for any two (2) reporting periods within any twelve (12) month period, or if you fail to report Guest Information as provided for in the Operations Manual three (3) or more times in any twelve (12) month period.

(u) Other Conduct Reflecting Adversely on System. If you engage in any dishonest, unethical, or discriminatory conduct which, in our opinion, reflects adversely on the System, the Marks, or the products offered through the System.

(v) Violent Acts. If you or any of your principals engage in any violent or threatening act towards and employee, customer, or any other person.

(w) Failure to Meet Minimum Net Revenue Requirement. If you fail to meet the Minimum Net Revenue Requirement in any Performance Period.

(x) Unauthorized Transfer. You or any owner makes an unauthorized assignment of the Bakery, your Nothing Bundt Cake franchise or any ownership interest in you.

14.3 Termination with 15 Days' Notice and Opportunity to Cure.

We have the right to terminate this Agreement if any of the following defaults remain uncured after expiration of the fifteen (15) day cure period:

(a) Nonpayment. If you fail to pay as and when due any sums owed to us, any of our affiliates, or any of our system suppliers or vendors.

(b) Endorsement of Checks. If you fail to immediately endorse and deliver to us any payments due to us from any third party that are erroneously made to you.

(c) Failure to Maintain Sufficient Inventory Level. Unless otherwise caused due to vendor delays or issues, if you fail to maintain sufficient levels of inventory to meet consumer demand and deliver goods and services to Guests in a timely manner, pursuant to our standards and specifications.

(d) Failure to Secure Approved Location. If you fail to purchase or lease an Approved Location within ninety (90) days of the Effective Date or if you do not build out your Bakery to our standards and specifications and open the Bakery as set forth in Section 4.3 of this Agreement within two hundred and seventy (270) days after the Effective Date, then in either event, unless you have been excused from your breach of this Section 14.3 (d), we have the right to terminate this Agreement. Notwithstanding the foregoing, if more than three hundred and sixty-five (365) days have passed since the Effective Date then you shall have no opportunity to cure your breach of the Franchise Agreement.

(e) Interruption of Service. If you fail to maintain the prescribed months, days or hours of operation at the Bakery, or cease to service Guests through the E-Commerce Program.

(f) Failure to Personally Supervise Bakery Operations or Employ Adequate Personnel. If you fail to personally supervise day-to-day operation of the Bakery or fail to employ a sufficient number of qualified, competent personnel as we may require from time to time.

(g) Quality Control. If you fail to maintain the strict quality controls reasonably required by this Agreement and/or the Operations Manual.

(h) Licenses and Permits. If you fail to procure or maintain any licenses, certifications, or permits necessary for the operation of your Bakery.

(i) Banking Changes. If you fail to notify us of any change in your banking relationships, including changes to your banking institutions or account numbers, or if you siphon any portion of the Net Revenues of your Bakery into a bank account not approved of by us or which is not accessible to us via EFT.

(j) Unauthorized Products or Services. If you offer any unauthorized or discontinued products or services at or from the Bakery.

(k) Unapproved Purchases. If you order or purchase supplies, signs, furnishings, fixtures, equipment or inventory from an unapproved supplier.

14.4 Termination with 30 Days' Notice and Opportunity to Cure.

We have the right to terminate this Agreement if you fail to perform or comply with (i) any one or more of the terms or conditions of this Agreement and such non-compliance is not otherwise covered in another provision of this Section 14 and you fail to cure such default prior to expiration of the thirty (30) day cure period or (ii) any other agreement between you and us or our Affiliates, including our Operations Manual, and such non-compliance is not cured within the cure period, if any, in the terms of such other agreement.

14.5 Step In Rights.

In addition to our right to terminate this Agreement, and not in lieu of such right or claim we may have against you, if you fail to cure any default within the applicable cure period specified above (if any), we have the right, but not the obligation, to enter the Bakery premises and exercise complete authority and management control with respect to the operation of the Bakery (our "Step-In Rights"). Management control shall include such control that is related to our legitimate interest in protecting, and is necessary at the time to protect, the quality of our products, services, or brand. If your default is subject to a cure period, we may exercise our Step-In Rights until such time as we, in our discretion, determine that the default has been cured and you are otherwise compliant with this Agreement. If your default is not subject to a cure period, we may exercise our Step-In Rights indefinitely. until such time as we, in our discretion, determine that the default has been cured and you are otherwise compliant with this Agreement. If we exercise our right described in this Section 14.5, all revenue from the Bakery's operation during our Step-in-Rights will (except as provided below) be kept in a separate account, and all Bakery expenses will be charged to that account. In addition to the fees and payments owed under this Agreement on account of the Bakery's operation you must pay us our then-current per diem charge and reimburse us for all reasonable costs and overhead, if any, incurred in connection with our operation of your Bakery including, without limitation, costs of personnel for supervising and staffing the Bakery and their travel and lodging accommodations. We or our designee will have a duty to use only reasonable efforts and, if we or our designee is not grossly negligent and does not commit an act of willful misconduct, will not be liable to you or your owners for any debts, losses, lost or reduced profits, or obligations the Bakery incurs, or to any of your creditors for any supplies, products, or other assets or services the Bakery purchases, while we or our designee manages it. We may require you to sign our then-current form of management agreement, which will govern the terms of our management of the Bakery. If we undertake to operate the Bakery pursuant to this Section 14.5, you agree to indemnify and hold us (and our representative(s) and employees) harmless from and against any fines, claims, suits or proceedings which may arise out of our operation of the Bakery. If we or our designee assumes the Bakery's management due to your abandonment or failure actively to operate the Bakery, or after termination or expiration of this Agreement while we are deciding whether to exercise our right to purchase the Bakery pursuant to Section 15.2, we or our designee may retain all, and need not pay you or otherwise account to you for any, sales generated while we or our designee manages the Bakery.

14.6 Non-Waiver.

Our delay in exercising or failing to exercise any right or remedy under this Agreement or our acceptance of any late or partial payment due hereunder will not constitute a waiver of any of our rights or remedies against you.

ARTICLE 15
YOUR OBLIGATIONS UPON TERMINATION OR EXPIRATION

15.1 Effects of Termination.

Upon termination of this Agreement, regardless of the cause, or upon expiration and nonrenewal or transfer of this Agreement, you must, at your expense, comply with all of the following:

- (a) Immediately cease operations under this Agreement;
- (b) Immediately pay us and our affiliates and approved and designated suppliers all monies owed;
- (c) Immediately discontinue use of the Proprietary Recipes, Marks, other Proprietary Materials, and our Confidential Information;
- (d) Immediately return the Operations Manual and all other Proprietary Materials and Confidential Information loaned to you, and immediately and permanently cease the use of such information and materials;
- (e) Immediately cease using all telephone numbers, web sites, and listings used in connection with the operation of the Bakery, and direct all telephone agencies and listing companies to transfer all numbers and listings, electronic or otherwise, to us or our designee pursuant to the conditional Assignment of Telephone Numbers attached hereto as Exhibit 5, or, if we direct, disconnect such numbers within fifteen (15) calendar days of termination or expiration of this Agreement;
- (f) If we exercise a collateral assignment of lease, arrange for the transfer of the Lease to us within fifteen (15) days of the termination or expiration of this Agreement and vacate the premises;
- (g) Immediately surrender all stationery, printed matter, signs, advertising materials and other items containing the Marks and all items which are a part of the trade dress of the System immediately, as we direct, no later than five (5) calendar days after this Agreement is terminated or otherwise expires;
- (h) Immediately cease to hold yourself out as our franchisee;
- (i) Take such action as will be necessary to amend or cancel any assumed name, business name or equivalent registration which contains any trade name or other Mark we licensed to you and furnish us with satisfactory evidence of your compliance with this obligation within fifteen (15) calendar days after the termination, expiration or transfer of this Agreement;
- (j) Permit us to make a final inspection of your financial records, books, and other accounting records within one (1) month of the effective date of termination, expiration, or transfer;
- (k) Comply with all of the provisions of this Agreement that survive, expressly or impliedly, the Term, including your covenants to maintain the confidentiality of the Confidential Information, covenant against competition, and your indemnity obligations, all of which will survive the transfer, termination or expiration of this Agreement;
- (l) Cease to use in advertising or in any other manner, any methods, procedures or techniques associated with us or the System; and

(m) Execute from time to time any necessary papers, documents, and assurances to effectuate the intent of this Article 15.

15.2 Our Option to Purchase Assets.

Upon the termination or expiration of this Agreement, we or any party we designate will have the option, but not the obligation, to purchase any property used in connection with operation of the Bakery by providing you with written notice of our election within thirty (30) calendar days after such termination or expiration and paying you the book value for such property within sixty (60) calendar days of such notice. For purposes of this paragraph, “book value” means the amount you actually paid for the property less depreciation (calculated by using the straight-line depreciation method on a ten (10) year depreciation schedule irrespective of the depreciation method or schedule you use for accounting purposes). Notwithstanding the foregoing, to the extent that we exercise our right to purchase any personal property that is subject to a lease or finance agreement, the purchase price will be net of the remaining amounts due under the lease agreement or financing arrangement, including prepayment penalties. We will be entitled to offset the purchase price by amounts you owe to us and our affiliates, and any payments necessary to acquire clear title to property or for any other debt. If we exercise our option to purchase, pending the closing of such purchase, we have the right to appoint a manager to maintain the operation of the Bakery or may require you to close the Bakery during such period without removing any assets. You are required to maintain in force all insurance policies required under this Agreement until the date of such closing. We have the unrestricted right to assign our rights under this Section 15.2. We will be entitled to all customary warranties and representations in connection with our purchase of your property, including, without limitation, representations and warranties as to ownership and condition of and title to the property; liens and encumbrances on the property; validity of contracts and agreements; and liabilities affecting the property, contingent or otherwise. We may exclude from the personal property purchased under this Section 15.2 cash or its equivalent and any equipment, signs, inventory, materials and supplies that are not reasonably necessary (in function or quality) to the Bakery operations or that we have not approved as meeting our then-current standards for a Bakery.

15.3 Damages, Costs, and Expenses.

If this Agreement is terminated due to your default, you will promptly pay us for all damages, costs and expenses, including reasonable attorneys’ fees, that we incur as a result of the default, which obligation will give rise to and remain, until paid in full, a lien in our favor against any and all of the Bakery’s personal property, furnishings, equipment, signs, fixtures and inventory related to the operation of the Bakery.

15.4 Savings Clause.

To the extent that it is determined by any court or any other tribunal having jurisdiction over the subject matter of this Agreement that any provision of this Agreement provides for notice less than that required by applicable law, or provides for termination, cancellation or non-renewal other than in accordance with applicable law, such provision, to the extent that it is determined by such court or other tribunal to be not in accordance with applicable law, will be deemed to be modified to the extent that such court or other tribunal determines to be necessary to bring such provision into accordance with applicable law.

15.5 Liquidated Damages.

You acknowledge and confirm that we will suffer substantial damages as a result of the termination of this Agreement before the term expires, including Brand Damages. “Brand Damages” means lost Royalties, lost Marketing Production Fund and Paid Media Fund contributions, lost goodwill or damage to

our Marks, lost market penetration, loss of reputation with the public and landlords, and loss of Nothing Bundt Cakes representation in the market area. You and we agree and acknowledge that Brand Damages are difficult to estimate accurately and proof of Brand Damages would be burdensome and costly, although such damages are real and meaningful to us. Similarly, the parties (and their owners) acknowledge and agree that it would be impracticable to determine precisely the Brand Damages we will incur from this Agreement's termination and the loss of cash flow from Royalties and Contributions (as defined below) due to, among other things, the complications of determining how much Net Revenues would have grown over what would have been the remaining term of this Agreement. Therefore, upon termination of this Agreement before the term expires for any reason you agree to pay us, within fifteen (15) days after the effective date of this Agreement's termination, liquidated damages in a lump sum equal to the product of the average Royalties, Marketing Production Fund contributions and Paid Media Fund contributions (collectively, "Royalties and Contributions") that you were obligated to pay us on the Bakery's Net Revenues for each four (4) week period during the twenty-four (24) months of operation preceding such effective date of termination, multiplied by twenty-six (26) (the number of four-week periods during two (2) full years) or the number of weeks that would have remained in the term of this Agreement (as of the effective date of termination) had it not been terminated, whichever is shorter. Notwithstanding the foregoing, we agree that liquidated damages payable pursuant to this Section 15.5 shall not exceed One Hundred Twenty-five Thousand Dollars (\$125,000) per Bakery. You acknowledge and agree that if you are a multi-unit operator and more than one of your Franchise Agreements is terminated for cause, you will owe us liquidated damages for each terminated Franchise Agreement.

You acknowledge and agree that the liquidated damages calculated under this Section 15.5 represent the best estimate of our Brand Damages arising from any termination of this Agreement before the term expires. Your payment of the liquidated damages to us will not be considered a penalty but, rather, a reasonable estimate of fair compensation to us for the Brand Damages we will incur because this Agreement did not continue for the term's full length.

You acknowledge that your payment of liquidated damages is full compensation to us only for the Brand Damages resulting from the early termination of this Agreement and is in addition to, and not in lieu of, your obligations to pay other amounts due to us under this Agreement as of the date of termination and to comply strictly with your post-termination obligations. If any valid law or regulation governing this Agreement limits your obligation to pay, and/or our right to receive, the liquidated damages for which you are obligated under this Section **Error! Reference source not found.**, then you shall be liable to us for any and all Brand Damages we incur, now or in the future, as a result of your breach of this Agreement.

ARTICLE 16 **COVENANTS**

You acknowledge that as a participant in our System, you and your Owners and selected employees will receive proprietary and confidential information and materials, trade secrets, and access to the unique methods, procedures and techniques for operating a Bakery that we have developed. Therefore, to protect us, the System, and other System franchisees, you agree as follows:

16.1 In-Term Non-Compete.

During the term of this Agreement, neither you nor your Owners, nor any member of your immediate family or the immediate family of your Owners, who work at the business may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

(a) Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in any other business which operates or licenses the sale of businesses which offer and sell offering cakes, cookies, baked goods, baking-related apparel or merchandise, or any other goods or services authorized or offered for sale by System franchisees (including, without limitation and for illustrative purposes only, Crumbl, Sprinkles, Gigi's Cupcakes, Tiff's Treats, Susie Cakes, Smallcakes Cupcakery, Carlos' Bakery, Baskin Robbins, Great American Cookies, Nestle Tollhouse Café, Cheryl's Cookies, Sugarfina, and Edible Arrangements, provided, however, that this Section does not apply to your operation of any other Bakery under the System; or

(b) Solicit the Bakery's Guests, our National Accounts, or contact our suppliers or vendors for any competitive purpose.

16.2 Post-Term Non-Compete.

For a period of two (2) years after the expiration, nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither you nor your Owners, nor any member of your immediate family or the immediate family of your Owners who work at the business may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

(a) Enter into any business competing in whole or in part with us in granting franchises or licenses for businesses that offer and sell cakes, cookies, baked goods, baking-related apparel or merchandise, or any other goods or services authorized or offered for sale by System franchisees at the time this Agreement is terminated or otherwise not renewed (including, without limitation and for illustrative purposes only, Crumbl, Sprinkles, Gigi's Cupcakes, Tiff's Treats, Susie Cakes, Smallcakes Cupcakery, Carlos' Bakery, Baskin Robbins, Great American Cookies, Nestle Tollhouse Café, Cheryl's Cookies, Sugarfina, and Edible Arrangements);

(b) Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in any other business which operates or licenses the sale of businesses offering or selling cakes, baking-related apparel or merchandise, or any other goods or services authorized or offered for sale by System franchisees at the time this Agreement is terminated or otherwise expires and is not renewed: (i) at the Approved Location premises; (ii) within the Territory; or (iii) within a ten (10) mile radius of (a) the Territory being granted hereunder or (b) any other Territory licensed by us as of the date of expiration or termination of this Agreement; or

(c) Solicit the Bakery's Guests or contact any of our suppliers or vendors for any competitive business purpose.

16.3 Intent and Enforcement.

It is the parties' intent that the provisions of this Article 16 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 will not render any other part unenforceable. In the event of the actual or threatened breach of this Article 16 by you, any of your principals, or any member of the immediate family of you or your principals, we will be entitled to an injunction restraining such person(s) from any such actual or threatened breach. You acknowledge that the covenants contained herein are necessary to protect the goodwill of the Bakery, other System franchisees, and the System as a whole. You further acknowledge that the covenants contained in this Article 16 are necessary to protect our procedures and know-how transmitted during the term of this Agreement. You agree that in the event of the actual or threatened breach of this Article 16, our harm will be irreparable, and that we have no adequate remedy at law to prevent such harm. You acknowledge and agree on your

behalf and on behalf of the persons who are liable under this Article 16 that each has previously worked or been gainfully employed in other careers and that the provisions of this Article 16 in no way prevent any such person from earning a living. You further acknowledge and agree that the time limitation of this Article 16 will be tolled during any default under this Article.

16.4 Your Employees.

You will ensure that your managerial-level employees who have access to our Confidential Information, as well as your representatives and contractors, will sign a confidentiality agreement consistent with the restrictions on the use and disclosure of our Confidential Information set forth in Section 9.1. We have created a form of Confidentiality Agreement which is attached to this Agreement as Exhibit 4. You are not obligated to use this form of Confidentiality Agreement. However, if you choose to use it, it is your obligation to have it reviewed by your local attorney and otherwise to ensure it is valid and enforceable under applicable law. It is your obligation to ensure that any form of confidentiality agreement that you utilize to comply with this Section 16.4 is valid and enforceable under applicable law.

16.5 No Defense.

You hereby agree that the existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants contained in this Article 16. You agree to pay all costs and expenses (including reasonable attorneys' fees) which we incur in connection with the enforcement of this Article 16.

16.6 Conclusive Presumption.

If you or any of the shareholders, officers, directors or partners of any entity established by you to operate your Bakery engages in the operation of a competing business in violation of Article 16, it will be conclusively presumed that such person(s) or entity is using our trade secrets in such business.

ARTICLE 17 **ASSIGNMENT**

17.1 Our Right to Transfer.

This Agreement inures to our benefit and our successors and assigns. We have the right to sell, transfer, assign, and/or encumber all or any part of our assets or interest in, and rights and obligations under this Agreement in our absolute discretion, without obtaining your consent. You represent that you have not signed this Agreement in reliance on any particular shareholder, director, officer, or employee remaining with us in any capacity.

17.2 Your Right to Transfer.

You understand and acknowledge that the rights and duties set forth in this Agreement are personal to you, and that we have entered into this Agreement in reliance on your personal attributes and financial capacity. You will not, without our prior written consent, by operation of law or otherwise, sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any interest in this Agreement, nor offer, permit or suffer the same. You agree that any attempted or completed sale, assignment, transfer, or other act referred to in this Article 17 without our prior written consent will be null and void and will constitute a material breach, which is good cause for immediate termination of this Agreement, without prior notice or opportunity to cure that material breach.

17.3 Definition of Transfer.

A sale, transfer or assignment requiring our prior written consent shall be deemed to occur: (i) if you attempt to sell, transfer, assign, or encumber any portion of the Bakery or any interest in this Agreement or the Bakery; (ii) if you are a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of your voting stock or any increase in the number of outstanding shares of your voting stock which results in a change of ownership; (iii) if you are a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; or (iv) if you are 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 an interest in you will be required to personally guarantee your obligations under this Agreement. A transfer pursuant to (ii) and (iv) above shall not be subject to our right of first refusal as set forth in Section 17.7 below.

17.4 Conditions to Our Consent to Transfer.

If you wish to engage in any transfer described in Section 17.3, you must provide us with written notice of the proposed transfer, setting forth in detail the nature of the items to be transferred, the name, address and background of the proposed transferee, the consideration for the transfer and any other information that we may reasonably require. A copy of any agreements relating to the proposed transfer must accompany the notice. After reviewing the notice, we will decide whether to grant our consent, which will not be unreasonably withheld. We will condition our approval of the transfer upon the fulfillment of the following conditions, and the failure to comply with any of these conditions may result in our disapproval of the transfer at any time::

(a) The proposed transferee must follow the same application procedures as a new franchisee and must: (i) meet and satisfy our then-current educational, managerial and business standards; (ii) possess a good moral character, business reputation and credit rating; (iii) have the aptitude and ability to conduct the business to be transferred; and (iv) have adequate financial resources and capital to meet the performance obligations under this Agreement; however, transferee cannot be in the same business as us as either a licensor, independent operator or licensee of any other bakery or chain of bakeries which is similar in nature or in competition with us, except that the transferee may be our existing franchisee.

(b) We have not exercised the right of first refusal pursuant to Section 17.7 hereof.

(c) All of your accrued monetary obligations towards us and our affiliates and system suppliers have been paid in full.

(d) You have cured all existing defaults under this Agreement, or any other agreement between you and us, our affiliates, and our approved and designated suppliers and vendors, within the period permitted for cure and have substantially complied with all such agreements during their respective terms.

(e) You agree to comply with your post-termination obligations in this Agreement, including but not limited to your confidentiality, non-compete, and indemnity obligations contained in this Agreement.

(f) A transfer fee of Eight Thousand Dollars (\$8,000) must be paid to us in the event of a transfer under Section 17.3(i); a transfer fee of Five Thousand Dollars (\$5,000) must be paid to us in the event of a transfer under Sections 17.3(ii), (iii) and (iv), in order to cover our administrative and other expenses incurred in connection with the transfer, plus any reasonable brokerage fees or commissions we are required to pay, including commissions owed to our employees because of services rendered in providing assistance to franchisees in attempting to locate prospective transferees. We will not charge an

initial franchise fee in connection with a transfer. Additionally, you or the buyer must pay us the sum of \$5,000 for a transfer opening advertising campaign.

(g) The transferee must satisfactorily complete our initial training program at the transferee's expense within the timeframe we specify.

(h) The proposed transferee must execute our then-current form of franchise agreement for the remaining unexpired term of this Agreement.

(i) You must provide us with a copy of the executed purchase agreement, which must include the transferee's assumption of an agreement to faithfully perform all of your obligations under this Agreement.

(j) You have brought the premises to our then-current standards before the transfer, including updating or upgrading the Bakery's signage, furniture, fixtures and equipment, interior and exterior décor, and layout.

(k) You and your principals (if you are a partnership, corporation, or limited liability company) and the transferee (if it has had any relationship with us and/or our affiliates) must execute a general release under seal, in a form satisfactory to us, of any and all claims against us, our affiliates, and our respective officers, directors, shareholders, and employees, in their corporate and individual capacities, provided that this release will not be inconsistent with any applicable state statute regulating franchising.

(l) The transferee must obtain, within the time limits we specify, and maintain thereafter all permits and licenses required for the operation of the Bakery.

(m) To the extent required by the terms of any leases or other agreements, all required consents must be obtained.

(n) 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.

(o) The purchase price and the 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 Bakery and performance under its franchise agreement.

(p) You must request that we provide the prospective transferee with our then-current form of franchise disclosure document. You must indemnify us for any representations you make to any transferee.

(q) We have the right to disclose to any prospective transferee any revenue reports and other financial information concerning the Bakery that you provide to us.

(r) In any event, we may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer or otherwise.

17.5 Transfer on Death or Incapacity.

(a) In the event of your death, disability or incapacitation (or the death, disability or incapacitation of your managing owner, partners, shareholders, members, or personal guarantors), your legal representative, or your partner's or guarantor's respective legal representative, as applicable, will have

the right to continue operating the Bakery as a franchisee under this Agreement if: (i) within forty- five (45) days from the date of death, disability or incapacity (the “45 Day Period”), such person has obtained our written approval and has executed our 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 towards us and our affiliates; and (ii) such person successfully completes our training program (which we will provide at our 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 us.

(b) We are under no obligation to operate the Bakery, or to incur any obligation on behalf of any incapacitated franchisee, during or after the 45 Day Period. If necessary, you (or your legal representative, as applicable) will appoint a previously approved acting interim manager to operate the Bakery during the 45 Day Period if your managing owner is incapacitated. In the event of the death, disability, absence or otherwise of your managing owner, we may (but are not required to) operate the Bakery on your behalf and at your expense for such period of time (and under such terms and conditions) as we determine, including paying out the assets and/or revenues of the Bakery to cover any or all past, current and/or future obligations of the Bakery (including any amounts owed to us and our affiliates) in such priorities as we determine from time-to-time in our absolute discretion. We may pay ourselves a reasonable amount out of the Bakery as reimbursement for our management services and other costs. We may obtain approval of a court or mediator for any such arrangements, with the attorneys’ fees and other costs incurred in connection with obtaining such approval to be charged against the assets and/or revenues of your Bakery. You (and/or your estate) will indemnify us against any costs and/or liabilities we incur in connection with, or related in any way to, the operation (or otherwise) of your Bakery.

17.6 Transfer to a Controlled Entity.

You may assign or transfer your interest in this Agreement to a corporation, limited liability company or general or limited partnership formed by you for such purpose (a “Controlled Entity”), without our prior written consent, and without according us the right of first refusal required under Section 17.7 of this Agreement, provided that: (a) you, at all time, own and control not less than fifty one percent (51%) of the voting power of the Controlled Entity; (b) the Controlled Entity conducts no business other than the operation of Bakery; (c) all owners of the Controlled Entity possess good moral character; and (d) any shareholder, general partner or member of the Controlled Entity must agree to be personally liable under this Agreement and execute our then-current Assignment and Assumption Agreement and personal guarantee.

17.7 Our Right of First Refusal.

If you have received and desire to accept a signed, bona fide offer from any third party to purchase any interest in any legal entity you create to operate the franchise (including any partnership, limited liability company or corporation), the Bakery or your interest in this Agreement, you must notify us in writing of each such offer, including a signed a copy of the offer. We will have the right and option, exercisable within ten (10) days after we receive the notice, to notify you in writing that we intend to purchase the assets of the Bakery or your interest in this Agreement on materially the same terms and conditions offered by the third party. If the third party offers property, we will be entitled to offer cash or cash equivalents equal to the fair market value of the property. If we exercise our option, closing will occur within sixty (60) days after we dispatch notice of our intent to exercise this option or later at our sole discretion. If we do not exercise our option but have not consented to the proposed transfer as required under Section 17.4, and the terms of the offer from the third party go unaccepted, or if the offer from the third party is materially altered, or if the transaction is not consummated and closed within six (6) months with the same third party, this right of first refusal will again pertain and we must, in each instance, be

notified in writing of the terms offered and again have thirty (30) days from the date of our receipt of the notice, to notify you that we intend to purchase on materially the modified terms. If we fail to exercise this option, the terms of this Article 17 will govern any subsequent transfer.

17.8 Consent Not Waiver of Claims.

Our consent to a transfer granted hereunder does not constitute a waiver of any claims we may have against you, nor will our consent to a transfer be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement or any future agreements that we enter into with the transferee.

ARTICLE 18 **RELATIONSHIP OF THE PARTIES/INDEMNIFICATION**

18.1 Independent Contractors.

You are an independent contractor responsible for full control over the internal management and daily operation of your Bakery, and neither party to this Agreement is the agent, principal, partner, employee, employer or joint venture partner of the other party. You must not act or represent yourself as our agent, partner, employee, or joint venture partner, directly or by implication. You must not incur any obligation on our behalf or in our name. All of your stationery, business cards and contractual agreements entered must contain your corporate name and a conspicuously displayed notice in the place we designate that you operate your bakery as an independently owned and operated franchised business and that you independently own and operate the Bakery as a System franchisee. Nothing in this Agreement authorizes you to make any contract, agreement, warranty, or representation on our behalf, or to incur any debt or other obligation in our name and we will not, in any event, assume liability for, or be deemed liable hereunder as a result of, any such action, nor will we be liable by reason of any of your acts or omissions in the operation of the franchised business or for any claim or judgment arising therefrom against us. Neither this Agreement nor our course of conduct is intended, nor may anything in this Agreement (nor our course of conduct) be construed to state or imply that we are the employer of your employees and/or independent contractor, nor vice versa. We (and our affiliates) will not exercise direct or indirect control over the working conditions of Bakery personnel, except to the extent such indirect control is related to our legitimate interest in protecting the quality of our products, services, or brand. We (and our affiliates) do not share or co-determine the employment terms and conditions of the Bakery's employees and do not affect matters relating to the employment relationship between you and the Bakery's employees, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. To that end, you must notify Bakery personnel that you are their employer and that we, as the franchisor of Nothing Bundt Cakes, and our affiliates are not their employer or joint employer and do not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. You further acknowledge that we have no responsibility to ensure that the Bakery is developed and operated in compliance with all applicable laws, ordinances, and regulations, and that we shall have no liability in the event the development or operation of the Bakery violates any law, ordinance or regulation.

18.2 Indemnification.

From and after the Effective Date, you and your principals, jointly and severally, shall indemnify us and our Affiliates and their respective officers, directors, stockholders, members, managers, partners, employees, agents, attorneys, contractors, legal predecessors, legal successors, and assigns of each of the forgoing entities/individuals (in their corporate and individual capacities) (collectively, all such individuals

and entities are referred to herein as the “Our Indemnitees”) and hold Our Indemnitees harmless to the fullest extent permitted by applicable laws, from any and all Losses and Expenses incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether it is reduced to judgment) or any settlement thereof which arises directly or indirectly from, or as a result of, a claim of a third party in connection with the selection, development, ownership, operation or closing of the Bakery, including your failure to perform any covenant or agreement under this Agreement or any activities of yours on or after the Effective Date, or any claims by any of your employees arising out of or relating to his or her employment with you (collectively, “Event”), and regardless of whether it resulted from any strict or vicarious liability imposed by law on Our Indemnitees; provided, however, that this indemnity will not apply to any liability arising from a breach of this Agreement by any of Our Indemnitees or the gross negligence or willful acts of any of Our Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein will extend to any finding of comparative or contributory negligence attributable to you).

Promptly after the receipt by any of Our Indemnitees of notice of the commencement of any action against Our Indemnitee by a third party (such action, a “Third-Party Claim”), Our Indemnitee will, if a claim with respect thereto is to be made for indemnification pursuant to this Section 18.2 give a claim notice to you with respect to such Third-Party Claim. No delay or failure on the part of Our Indemnitee in so notifying you will limit any liability or obligation for indemnification pursuant to this Section 18.2, except to the extent of any material prejudice to you with respect to such claim caused by or arising out of such delay or failure. We will have the right to assume control of the defense of such Third-Party Claim, and you and your principals will be responsible for the costs incurred in connection with the defense of such Third-Party Claim. You and your principals will furnish us with such information as it may have with respect to such Third-Party Claim (including copies of any summons, complaint or other pleading which may have been served on such party and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and will otherwise cooperate with and assist us in the defense of such Third-Party Claim. The fees and expenses of counsel incurred by us will be considered Losses and Expenses for purposes of this Agreement. We may as we deems necessary and appropriate take such actions to take remedial or corrective action with respect thereof as may be, in our reasonable discretion, necessary for the protection of Our Indemnitees or the collective Bakeries within our System. We will not agree to any settlement of, or the entry of any judgment arising from, any Third-Party Claim without the prior written consent of you and your principals, which will not be unreasonably withheld, conditioned or delayed. Any settlement or compromise of any Third-Party Claim must include a written release from liability of such claim for all Our Indemnitees. For purposes of this Section 18.2, “Losses and Expenses” means losses, liabilities, claims, penalties, damages (compensatory, exemplary, and punitive), fines, payments, attorneys’ fees, experts’ fees, court costs, costs associated with investigating and defending against claims, settlement amounts, judgments, assessments, compromises, compensation for damages to our reputation and goodwill, and all other costs associated with any of the foregoing losses and expenses. Section 18.2 will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

ARTICLE 19 **ENFORCEMENT**

19.1 Severability and Substitution of Valid Provisions.

If any provision of this Agreement is deemed invalid or inoperative for any reason, that provision shall be deemed modified to the extent necessary to make it valid and operative or, if it cannot be so modified, it shall then be severed, and the remainder of that provision shall continue in full force and effect as if this Agreement had been signed with the invalid portion so modified or eliminated, provided, however, that if any part of this Agreement relating to payments due to us, our affiliates, or the protection of the Proprietary Materials and/or Confidential Information, including the Operations Manual and our other trade

secrets, is declared invalid or unenforceable, then we, at our option, may terminate this Agreement immediately upon written notice to you.

19.2 Choice of Law.

Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal Law, all controversies, disputes, or claims arising from or relating to: (i) this Agreement or any other agreement between you (or your Owners) and us (or our affiliates) relating to the Bakery; (ii) our relationship with you; (iii) the validity of this Agreement or any other agreement between you (or your Owners) and us (or our affiliate) relating to the Bakery; or (iv) System standards will be governed by the Laws of the State of Texas, without regard to its conflict of Laws rules. However, the provisions of any Texas legislation regulating the offer or sale of franchises, business opportunities, or similar interests, or governing the relationship between a franchisor and a franchisee or any similar relationship, will not apply to the matters in clauses (i) through (iv) above under any circumstances unless their jurisdictional requirements and definitional elements are met independently without reference to this Section 19.2, and no exemption to their application exists.

19.3 Internal Dispute Resolution.

You must first bring any claim or dispute between you and us to our CEO and provide us with thirty (30) days' notice and opportunity to cure. You must exhaust this internal dispute resolution procedure before you may bring your dispute before a third party. This agreement to first attempt resolution of disputes internally will survive termination or expiration of this Agreement.

19.4 Mediation.

At our option, all claims or disputes between you and us or our affiliates arising out of or in any way relating to this Agreement or any other agreement between you and us or our 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 in Section 19.3 above, must be submitted first to mediation in Dallas, Texas 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 us or our affiliates with respect to any such claim or dispute, you must submit a notice to us, which specifies, in detail, the precise nature and grounds of such claim or dispute. We will have a period of thirty (30) days following receipt of such notice within which to notify you whether we or our affiliates elect to exercise our option to submit claims or disputes to mediation. You may not commence any action against us or our affiliates with respect to any such claim or dispute in any court unless we fail to exercise our 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 our written declaration. Our right to mediate, as set forth herein, may be specifically enforced by us. Each party will bear its own cost of mediation and the parties will share mediation costs (including the mediator fees) and AAA fees equally. The parties agree that there will be no class action mediation.

Notwithstanding the foregoing, the obligation to undertake mediation and/or arbitration according to this Section 19.4 shall not apply to any dispute that an applicable federal statute expressly states cannot be subject to a pre-dispute mediation.

19.5 Arbitration.

All controversies, disputes, or claims between us (and our affiliates and our and their respective owners, officers, directors, agents, and employees, as applicable) and you (and your affiliates and your and their respective owners, officers, and directors, as applicable) arising out of or related to:

- (1) this Agreement or any other agreement between you (or your owner) and us (or our affiliate) relating to the Bakery or any provision of any such agreements;
- (2) our relationship with you;
- (3) the validity of this Agreement or any other agreement between you (or your owner) and us (or our affiliate) relating to the Bakery, or any provision of any such agreements, and the validity and scope of the arbitration obligation under this Section; or
- (4) any System standards, specification, procedure or policy,.

must be submitted for arbitration to the American Arbitration Association. Except as otherwise provided in this Agreement, such arbitration proceedings will be heard by one (1) arbitrator in accordance with the then-existing Commercial Arbitration Rules of the American Arbitration Association. All proceedings, including the hearing, will be conducted at a suitable location that is within ten (10) miles of where we have our (or, in the case of a transfer by us, the then-current franchisor has its) principal business address when the arbitration demand is filed. The arbitrator will have no authority to select a different hearing locale other than as described in the prior sentence. All matters within the scope of the Federal Arbitration Act (9 U.S.C. Sections 1 *et seq.*) will be governed by it and not by any state arbitration law.

The arbitrator has the right to award any relief he or she deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs (in accordance with Section 20.7 below), provided that: (i) the arbitrator has no authority to declare any Mark generic or otherwise invalid; and (ii) subject to the exceptions in Section 19.9, we and you waive to the fullest extent the Law permits any right to or claim for any punitive, exemplary, treble, and other forms of multiple damages against the other. The arbitrator's award and decision will be conclusive and bind all parties covered by this Section, and judgment upon the award may be entered in a court specified or permitted in Section 19.5 below.

We and you will be bound by any limitation under this Agreement or applicable Law, whichever expires first, on the timeframe in which claims must be brought. We and you further agree that, in connection with any arbitration proceeding, each must submit or file any claim constituting a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim not submitted or filed in the proceeding will be barred. The arbitrator may not consider any settlement discussions or offers either you or we made. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for the arbitration proceeding to take place and by doing so do not waive or relinquish our right to seek recovery of those costs in accordance with Section 20.7.

We and you agree that arbitration will be conducted on an individual basis and not in a class, consolidated, or representative action, that only we (and our affiliates and our and their respective owners, officers, directors, agents, and employees, as applicable) and you (and your affiliates and your and their respective owners, officers, and directors, as applicable) may be the parties to any arbitration proceeding described in this Section, and that no such arbitration proceeding may be consolidated or joined with another arbitration proceeding involving us and/or any other person. Despite the foregoing or anything to the

contrary in this Section or Section 19.1, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 19.5, then we and you agree that this arbitration clause will not apply to that dispute, and such dispute will be resolved in a judicial proceeding in accordance with this Section 19 (excluding this Section 19.5).

This Section's provisions are intended to benefit and bind certain third-party non-signatories and will continue in full force and effect after and notwithstanding expiration or termination of this Agreement.

Despite your and our agreement to arbitrate, each has the right to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, provided, however, each must contemporaneously submit its dispute for arbitration on the merits as provided in this Section.

19.6 Injunctive Relief and Selection of Venue for Litigation.

Nothing contained in this Agreement will prevent us from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect our interests, without bond, against conduct or threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions. 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. The parties expressly agree to the exclusive jurisdiction and venue of any court of general jurisdiction in Dallas, Texas, and the jurisdiction and venue of the United States District Court for the Northern District of Texas. You acknowledge that this Agreement has been entered into in the State of Texas, and that you are to receive valuable and continuing services emanating from our headquarters in Texas, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, you hereby irrevocably consent to the personal jurisdiction of the state and federal courts of Texas set forth above. The parties agree that all proceedings will be conducted on an individual, not a class-wide basis, and that any proceeding between you, your guarantors, and we or our affiliates or employees may not be consolidated with any other proceeding between us and any other party or entity.

19.7 Third-Party Beneficiaries.

Our Owners, directors, agents and/or employees are express third-party beneficiaries of the provisions of this Agreement, including the mediation and arbitration provisions set forth in this Section 19.7, each having authority to specifically enforce the right to mediate claims asserted against such person(s) by you.

19.8 No Right to Offset.

You are prohibited from withholding all or any part of any payment to us or any of our affiliates on the grounds of our alleged non-performance or as an offset against any amount we or our affiliates may allegedly owe you under this Agreement or any related agreements.

19.9 Limitation on Action.

You further agree that no cause of action arising out of or under this Agreement may be maintained by you against us 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 (1) year after you become aware of facts or

circumstances reasonably indicating that you may have a claim against us hereunder, whichever occurs sooner, and that any action not brought within this period will be barred as a claim, counterclaim, defense, or set-off. You hereby waive the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by us, including, without limitation, rescission of this Agreement, in any mediation, 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.

19.10 Waiver of 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) AGAINST US 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, YOUR 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 WILL CONTINUE IN FULL FORCE AND EFFECT, INCLUDING, WITHOUT LIMITATION, THE WAIVER OF ANY RIGHT TO CLAIM ANY CONSEQUENTIAL DAMAGES.

19.11 Jury Trial 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 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 YOUR PURCHASE OF A FRANCHISE OR ANY GOODS OR SERVICES FROM US OR OUR AFFILIATES.

19.12 Waiver of Obligations.

Either party to this Agreement may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. Any waiver granted will be without prejudice to any other rights they have, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of ten (10) days' prior written notice.

19.13 Consent to Jurisdiction.

Subject to the arbitration obligations in Section 19.4, you and your Owners agree that all judicial actions brought by us against you or your Owners, or by you or your Owners against us, our affiliates, or our or their respective owners, officers, directors, agents, or employees, relating to this Agreement or the Bakery must be brought exclusively in the state or federal court of general jurisdiction located closest to where we have our (or, in the case of a transfer by us, the then-current franchisor has its) principal business address when the action is commenced. You and each of your Owners irrevocably submit to the jurisdiction of such courts and waive any objection you or they might have to either jurisdiction or venue. Despite the foregoing, we may bring an action seeking a temporary restraining order or temporary or preliminary

injunctive relief, or to enforce an arbitration award, in any federal or state court in the state in which you reside or the Bakery is located.

19.14 Our Rights are Cumulative.

Our rights under this Agreement are cumulative, and the exercise or enforcement of any right or remedy under this Agreement will not preclude the exercise or enforcement of any other right or remedy which we are entitled by law to enforce.

ARTICLE 20
MISCELLANEOUS

20.1 Binding Effect.

This Agreement is binding upon the parties and their respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest. Subject to our right to modify the Operations Manual and System standards, this Agreement may not be modified except by a written agreement signed by your and our duly authorized officers.

20.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties. There are no representations either oral or written, except those contained in this Agreement. This written Agreement includes all representations between the parties. This Agreement may not be modified except by a written document signed by both parties. Nothing in the Agreement is intended to disclaim the representations we made in the franchise disclosure document furnished to you.

20.3 Construction of Language.

The language of this Agreement shall 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. Headings are for reference purposes and do not control interpretation. Reference to your "immediate family" means your spouse, parents, children and siblings and your spouse's parents, children and siblings. If two or more persons are at any time the Owners of the Bakery, whether as members, shareholders, partners or joint venturers, all of those persons must sign this Agreement and their obligations and liabilities to us will be joint and several. References to "you" mean each of those persons. If you are an Entity, "you" includes that Entity and each of the Entity's Owners. "Owner," "owner," or "principal" means you (if you consist of one or more individuals) and also means any individual holding a direct or indirect ownership interest (whether of record, beneficially or otherwise) or voting rights in any Entity that owns the Bakery or any interest in the Bakery. Owner, owner and Principal can be used interchangeably in this Agreement. "Person" means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative or other legal or functional entity. References in this Agreement to "we" "us" and "our," with respect to all of our rights and all of your obligations to us under this Agreement, include any of our affiliates with whom you deal in connection with your Business. The term "affiliate" means any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling us. "Control" means the power to direct or cause the direction of management and policies. References to "we", "us" or "our" includes our successors, assigns or transferees.

20.4 Additional Documentation.

At our request, you must from time to time and without further consideration execute and deliver such other documentation or agreements and take such other action as we may reasonably require in order to make the transactions contemplated herein. In the event that you fail to comply with the provisions of this Section, you hereby appoint us as your attorney-in-fact to execute any and all documents on your behalf, reasonably necessary to effectuate the transactions contemplated herein.

20.5 Force Majeure.

Neither you, we, nor our affiliates will be liable for loss or damage or deemed to be in breach of this Agreement or any related agreement if such party's failure to perform its obligations is not the fault nor within the reasonable control of the party due to perform but results from, without limitation, fire, flood, natural disasters, acts of God, epidemics, pandemics or outbreak of communicable disease, quarantines, national or regional emergencies, other governmental acts or orders, or civil disorders. Any delay resulting from any such cause will extend the time of performance for the period of such delay or for such other reasonable period of time as the parties agree in writing or will excuse performance, in whole or in part, as we deem reasonable.

20.6 Anti-Terrorist Activities.

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any Anti-Terrorism Law. "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States and all other present and future Laws, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws, constitutes good cause for immediate termination of this Agreement, as provided in Section 18 above.

20.7 Attorneys' Fees.

If you are in breach of any monetary or non-monetary material obligation under this Agreement or any related agreement between you and us and/or our affiliates, and we engage an attorney to enforce our rights (whether or not formal judicial proceedings are initiated), you must pay all of our reasonable attorneys' fees, court costs and litigation expenses we incur. If you institute any legal action to interpret or enforce the terms of this Agreement, and your claim in such action is denied or the action is dismissed, we are entitled to recover our 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.

20.8 Uniformity.

You acknowledge that current and future franchisees may operate under different forms of agreement, and our obligations towards them may differ materially in certain circumstances.

20.9 Numbers and Genders.

Any gender references in this Agreement include the masculine, feminine and neuter. Any numeric reference also includes the singular or plural, as the case may be.

20.10 Captions and Headings.

The Article and Section headings herein are for convenience only and do not affect the construction of the terms of this Agreement.

20.11 Time is of the Essence.

TIME IS OF THE ESSENCE IN THIS AGREEMENT.

20.12 Counterparts.

This Agreement may be executed in one or more counterparts, each of which will constitute a duplicate original.

20.13 Binding Upon Successors.

This Agreement is binding upon and inures to the benefit of the heirs, personal representatives, and the permitted successors and assigns of you and us except to the extent explicitly provided to the contrary in this Agreement. Nothing in this Agreement is intended to confer any rights or benefits on anybody other than the parties to this Agreement and their permitted successors and assigns.

20.14 The Exercise of Our Business Judgment.

Because complete and detailed uniformity under many varying conditions might not be possible or practical, you acknowledge that we specifically reserve the right and privilege, as we deem best according to our business judgment, to vary System standards or other aspects of the System for any franchisee. You have no right to require us to grant you a similar variation or accommodation.

We have the right to develop, operate, and change the System in any manner this Agreement does not specifically prohibit. Whenever this Agreement reserves our right to take or withhold an action, or to grant or decline to grant you the right to take or omit an action, we may, except as this Agreement specifically provides, make our decision or exercise our rights based on information then available to us and our judgment of what is best for us, our franchisees generally, or the System when we make our decision, whether or not we could have made other reasonable or even arguably preferable alternative decisions and whether or not our decision promotes our financial or other individual interest.

20.15 No Recourse.

You acknowledge and agree that except as provided under an express statutory liability for such conduct, none of our past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, Affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for (a) any of our obligations or liabilities relating to or arising from this Agreement, (b) any claim against us based on, in respect of, or by reason of, the relationship between you and us, or (c) any claim against us based on any of our alleged unlawful act or omission. For the avoidance of doubt, this provision constitutes an express waiver of any claims based on a theory of vicarious liability, unless such vicarious claims are authorized by a guarantee of performance or statutory obligation. It is not meant to bar any direct contractual, statutory or common law claim that would otherwise exist.

ARTICLE 21
NOTICES

Any notice or demand given or made under this Agreement must be served as follows:

(a) If given to us, it must be sent by certified mail, registered mail, or overnight delivery addressed to:

NBC FRANCHISOR LLC
4560 Belt Line Rd
Addison, Texas 75001
Attention: General Counsel

or at such other address as we may designate by notice given as required by this Section, as well as emailed to legal@nothingbundtcakes.com; and; and

(b) If to you, either (i) via certified or registered mail, which will be deemed delivered on the date such notice is submitted for delivery to the United States Post Office; (ii) via express overnight courier such as FedEx or UPS on such express courier's first attempted delivery of the notice; or (iii) via email or fax on the date the notice is transmitted.

ARTICLE 22
GUARANTEES OF OWNERS AND THEIR SPOUSES

If you are a corporation, limited liability company, general or limited partnership, or other legal entity, or if subsequent to the execution of this Agreement, you assign this Agreement to a corporation, limited liability company, general or limited partnership, or other legal entity, all of your Owners and their spouses must personally and unconditionally guarantee without notice, demand, or presentment, the payment of all of your monetary obligations under this Agreement, and any other agreement between you and us and/or our affiliates, as if each were an original party to this or any other agreement in their individual capacity. If you are an individual, your spouse must do the same. All such personal guarantors further agree to be bound by the restrictions on your activities upon transfer, termination, or expiration and nonrenewal of this Agreement as if each were an original party to this Agreement in the personal guarantor's individual capacity. All such personal guarantors and their spouses must execute a continuing personal guarantee in the form attached hereto as Exhibit 6.

ARTICLE 23
FRANCHISEE REPRESENTATIONS AND ACKNOWLEDGEMENTS

23.1 No Authority.

NO SALESPERSON, REPRESENTATIVE OR OTHER PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE US EXCEPT OUR AUTHORIZED OFFICER BY A WRITTEN DOCUMENT.

23.2 Receipt.

YOU RECEIVED THE NBC FRANCHISOR LLC FRANCHISE DISCLOSURE DOCUMENT WITHIN FOURTEEN (14) CALENDAR DAYS PRIOR TO THE EXECUTION OF THIS AGREEMENT. YOU FURTHER ACKNOWLEDGE THAT YOU RECEIVED A COMPLETED COPY OF THIS AGREEMENT, AND ALL RELATED AGREEMENTS ATTACHED TO THE FRANCHISE DISCLOSURE DOCUMENT, WITH ANY CHANGES TO SUCH AGREEMENTS UNILATERALLY

AND MATERIALLY MADE BY NBC FRANCHISOR LLC, AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT AND ALL RELATED AGREEMENTS WERE EXECUTED.

23.3 Execution of Agreement.

EACH OF THE UNDERSIGNED PARTIES WARRANTS THAT IT HAS THE FULL AUTHORITY TO SIGN AND EXECUTE THIS AGREEMENT. IF YOU ARE A PARTNERSHIP OR CORPORATION, THE PERSON EXECUTING THIS AGREEMENT ON YOUR BEHALF WARRANTS TO US, BOTH INDIVIDUALLY AND IN SUCH PERSON'S CAPACITY AS A PARTNER OR OFFICER, THAT ALL OF THE PARTNERS OF THE PARTNERSHIP OR ALL OF THE SHAREHOLDERS OF THE CORPORATION, AS APPLICABLE, HAVE READ AND APPROVED THIS AGREEMENT, INCLUDING ANY RESTRICTIONS WHICH THIS AGREEMENT PLACES UPON RIGHTS TO TRANSFER THEIR INTEREST IN THE PARTNERSHIP OR CORPORATION.

23.4 No Personal Liability.

You agree that the fulfillment of any and all of our obligations written in this Agreement or based on any oral communications which may be ruled to be binding in a Court of Law will be our sole responsibility and none of our agents, representatives, nor any individuals associated with us will be personally liable to you for any reason. This is an important part of this Agreement. You agree that that nothing that you believe you or your representatives have been told by us or our representatives will be binding unless it is written in this Agreement. This is an important part of this Agreement. Do not sign this Agreement if there is any question concerning its contents or any representations made.

23.5 Acknowledgements in Certain States.

The following acknowledgements apply to all franchisees and Franchised Businesses, except those that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

(a) **Opportunity for Review by You and Your Advisors.** You acknowledge that you have had the opportunity to obtain, review of this Agreement and the Franchise Disclosure Document by your lawyer, accountant, or other business advisor before executing this agreement.

(b) **Your Acknowledgements.** You acknowledge and agree that you have conducted an independent investigation of the business contemplated by this Agreement, recognize that it involves business risks. You acknowledge that no representations, promises, inducements, guarantees, or warranties of any kind were made by us or on our behalf which induced you into entering into this Agreement. You understand that whether you succeed as a franchisee is dependent on your efforts and business judgment, the performance of your employees, market conditions, and variable factors beyond our control or influence. You further understand that some franchisees are more or less successful than other franchisees and that we have made no representation that you will do as well as any other franchisee.

(c) **No Guarantee of Earnings.** You understand that we and any of our representatives and/or agents that you have met have not made and are not making any guarantees as to the extent of your success in operating a Bakery, and have not and are not in any way representing or promising any specific amount of earnings or profits in association with your Bakery. Any information you have acquired from other franchisees regarding their sales, profits or cash flows is not information obtained from us, and we make no representation about that information's accuracy.

23.6 No Waiver or Disclaimer or Reliance in Certain States.

The following provision applies only to franchisees and their Bakeries that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

ARTICLE 24
SECURITY INTEREST

You hereby grant us a security interest (“Security Interest”) in all of the furniture, fixtures, equipment, signage, and realty (including your interests in all real property and personal property leases) of the Bakery, together with all similar property now owned or hereafter acquired, and additions, substitutions, replacements, proceeds, and products thereof, wherever located, used in connection with the Bakery. All items in which a security interest is granted are referred to as the “Collateral,” and secure any indebtedness against us or our affiliates (the “Indebtedness”). Upon default and termination of your rights under this Agreement, we will have the immediate right to possession and use of the Collateral. In addition to any other rights or remedies we may have, you agree that, with the occurrence of any default set forth above, the full amount remaining unpaid on the Indebtedness secured shall, at our option and without notice, become due and payable immediately, and we will then have the rights, options, duties, and remedies of a secured party thereunder, and we will have the rights and duties of a creditor, including, without limitation, our right to take possession of the Collateral and, without legal process, to enter any premises where the Collateral may be found. Any sale of the Collateral may be conducted by us in a commercially reasonable manner. Reasonable notification of the time and place of any sale shall be satisfied by mailing to you pursuant to the notice provisions set forth above.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement this _____ of _____ 20__ by which Agreement shall be effective as of the Effective Date.

FRANCHISEE:

FRANCHISOR:

NBC FRANCHISOR LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**NBC FRANCHISOR LLC
FRANCHISE AGREEMENT
EXHIBIT 1
SITE SELECTION ADDENDUM
(see attached)**

EXHIBIT 1
TO THE NBC FRANCHISOR LLC
FRANCHISE AGREEMENT
SITE SELECTION ADDENDUM

This agreement is entered into this _____ day of _____, 20__ by and between NBC FRANCHISOR LLC (“we”, “us” or “our”) and _____ (“you”).

BACKGROUND

On _____, the parties entered into a franchise agreement (the “Franchise Agreement”) pursuant to which you obtained the right and undertook the obligation to operate a Nothing Bundt Cakes® bakery (the “Bakery”). The parties desire to supplement its terms as set forth below.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. Within ninety (90) days after the effective date of the Franchise Agreement, you must purchase or lease, at your expense, for the Bakery (the “Site”), which we must approve as hereinafter provided. The site must be within the following territory: _____ (the “Site Selection Territory”). Time is of the essence.
2. Before your acquisition of a Site by purchase or lease, you must submit to us, in the form we specify, a completed site review and any other information or materials we may reasonably require, and a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining a site within thirty (30) days after execution of this Site Selection Addendum. We will have thirty (30) days from the receipt of such information from you to approve or disapprove, in our sole discretion, any proposed site as a Site. No proposed site will be deemed approved unless we have expressly approved it in writing.
3. We will furnish to you such site selection guidelines, consultation and on-site evaluation as we deem advisable as part of our evaluation of your request for site approval. We are not required to provide on-site evaluations. If we deem it necessary, however, we may conduct up to one (1) on-site visit at our cost. You must pay our travel, meals, and lodging expenses associated with any additional on-site visits we deem necessary, plus our then-current per diem fees for such services, currently \$500.
4. We outsource certain aspects of site selection assistance to certain third-party suppliers at no additional cost to you. Their agents may serve as the local broker in markets where they have a presence, or they will assign you to a preferred partner. You may not use brokers or real estate agents outside of our required network without our prior written consent.
5. If you occupy the Site pursuant to a lease, we must approve the lease and the lease must contain a collateral assignment in the form attached as Exhibit 2 to your Franchise Agreement.
6. After we have approved a site for the Bakery in writing and you acquire the site, the site will constitute the Approved Location referred to in Article 4 of the Franchise Agreement and referenced on the data sheet to the Franchise Agreement.
7. You acknowledge and agree that our approval of a site does not constitute an assurance, representation, or warranty of any kind, express or implied, as to the suitability of the site for the Bakery or for any other purpose. Our approval of the site indicates only that we believe that the site complies with

acceptable minimum criteria established by us solely for our purposes at the time of evaluation. Both parties to this Agreement acknowledge the application of criteria that have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to our approval of a site, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from our criteria, could change, thereby altering the potential of a site. Such factors are unpredictable and are beyond our control. We will not be responsible for the failure of a site approved by us to meet your expectations as to revenue or operational criteria. You further acknowledge and agree that your acceptance of a Site for the operation of the Bakery is based on your own independent investigation of the suitability of the Site.

8. This Site Selection Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Site Selection Addendum will be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Site Selection Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the day and year first above written.

Dated: _____

NBC FRANCHISOR LLC

By: _____

Name: _____

Title: _____

FRANCHISEE

By: _____

**EXHIBIT 2
TO THE NBC FRANCHISOR LLC FRANCHISE AGREEMENT
COLLATERAL ASSIGNMENT OF LEASE**

FOR VALUE RECEIVED, the undersigned (“Assignor”) hereby assigns and transfers to NBC Franchisor LLC (“Assignee”), all of Assignor’s right, title and interest as tenant in, to and under the lease, attached hereto as Exhibit 1 (the “Lease”) respecting premises commonly known as _____ (“Bakery Site”). 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 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 Bakery Site demised thereby.

Upon a default by Assignor under the Lease or under the franchise agreement entered into 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 or this Collateral Assignment of Lease, Assignee has the right and is hereby empowered to take possession of the Bakery Site, 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 thirty (30) 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____

Notary Public: _____

CONSENT AND AGREEMENT OF LESSOR

The undersigned lessor under the aforescribed Lease hereby:

(a) Agrees to notify Assignee in writing of and upon the failure of Assignor to cure any default by Assignor under the Lease;

(b) Agrees that Assignee has the right, but must not be obligated, to cure any default by Assignor under the Lease within thirty (30) days after delivery by lessor of notice thereof in accordance with paragraph (a) above;

(c) Consents to the foregoing Collateral Assignment and agrees that if Assignee takes possession of the Bakery Site and confirms to Lessor the assumption of the Lease by Assignee as tenant thereunder, Lessor must recognize Assignee as tenant under the Lease; and

(d) Agrees that Assignee may further assign the Lease to a person, firm or corporation who must agree to assume the tenant's obligations under the Lease and who is reasonably acceptable to lessor, and upon such assignment Assignee will have no further liability or obligation under the Lease as assignee, tenant or otherwise.

LESSOR:_____

By: _____
Title: _____

**EXHIBIT 3
NBC FRANCHISOR LLC
FRANCHISE AGREEMENT**

ELECTRONIC FUNDS WITHDRAWAL AUTHORIZATION

_____(Name of Legal Entity)
_____(ID Number)

The undersigned depositor (“**Depositor**”) hereby authorizes NBC Franchisor LLC (“**Franchisor**”) to initiate debit entries and/or credit correction entries, electronic or otherwise, to the undersigned Depositor’s checking and/or savings account(s) indicated below and the depository designated below (“**Depository**”) to debit or credit such account(s) pursuant to Franchisor’s instructions. This Authorization does not grant any ownership or control over the Depositor’s account, except as provided in this Authorization. This authorization shall remain in full force and effect until terminated in writing by Franchisor. Depositor shall provide Franchisor, in conjunction with this authorization, a voided check from the below-referenced account.

Depository	Branch	
City	State	Zip Code
Bank Transit/ABA Number	Account Number	

Depositor

By: _____

Name: _____

Title: _____

Date: _____

This form is being provided for your convenience. You are not required to use this template. Please consult with your independent counsel regarding the use of this form and applicable law.

EXHIBIT 4

TO THE NBC FRANCHISOR LLC FRANCHISE AGREEMENT CONFIDENTIALITY AGREEMENT

As a condition of performing services for, being employed by or otherwise associated with , _____ (the “Franchisee”), I acknowledge that as a franchisee of NBC Franchisor LLC (the “Company”), Franchisee is obligated to ensure that its owners, managerial-level employees and members of their immediate families who have access to our Confidential Information (as defined below), including Franchisee’s owners, members, general partners, managers, officers, sales personnel, staff and representatives and contractors protect the Confidential Information and trade secrets of the Company. Accordingly, I accept and agree to the following conditions without limitations:

1. The Company, as the result of the expenditure of time, skill, effort and resources, has developed and owns a distinctive format and system (the “System”) relating to the establishment and operation of Bakeries, which feature and offer for sale to the public decorated bundt cakes and other related gift items. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, methods, techniques, formats, specifications, systems, procedures, methods of business practices and management, sales and promotional techniques and knowledge of, and experience in, the operation of the Bakery.

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

3. 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. I will (i) not disclose, publish, or divulge to any other person, firm, or corporation, through any means, any of Franchisor’s Confidential Information either during or after my employment by or association with the Franchisee has ended, (ii) not use the Confidential Information for any purposes other than as related to my employment or association with Franchisee, and (iii) not make copies or translations of any documents, data, or compilations containing any or all of the Confidential Information, commingle any portion of the documents, data, or compilations, or otherwise use the documents, data, or compilations containing Confidential Information for my own purpose or benefit. I also agree to surrender any material containing any of the Confidential Information upon Franchisee’s request or upon termination of my employment or association with Franchisee. I acknowledge that Franchisee’s access to the Confidential Information is for a limited purpose, remains Franchisor’s property and may not be reproduced, in whole or in part, without Franchisee’s permission..

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

5. The Company is a third-party beneficiary of this Confidentiality Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Confidentiality 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 Confidentiality Agreement is enforced against me. Due to the importance of this Confidentiality 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 Confidentiality Agreement.

6. For purposes of this Agreement, “**Confidential Information**” means certain information, processes, methods, techniques, procedures, and knowledge, including know-how, manuals, and trade secrets (whether or not judicially recognized as a trade secret), developed or to be developed relating directly or indirectly to the development or operation of a Bakery. This includes all information not generally known or easily accessible and is important and useful in developing and operating a Nothing Bundt Cakes franchise. Without limiting the foregoing, Confidential Information includes, but is not limited to:

- (a) Information in the Nothing Bundt Cakes Operations Manual and any and all System standards;
- (b) Sales and marketing techniques, and knowledge and experience used in developing and operating Nothing Bundt Cakes franchises;
- (c) Personnel recruitment, training programs and techniques and compensation methods;
- (d) Lists of prospective franchisees, supplier networks, strategic partners, vendors and manufacturers associated with Nothing Bundt Cakes franchises;
- (e) Franchisee referral sources, billing and collection methods, financial information, makeup and functions of the intellectual property infrastructure associated with the System including all software, computer systems or billing system associated with Nothing Bundt Cakes Franchises;
- (f) Other information about the Company, franchise system, business plans, and marketing plans;
- (g) Proprietary Recipes and other trade secrets, pricing plans through supplier networks, standards and specifications for product and/or service placement and pricing, price marketing mixes related to products and services offered under the System; and
- (h) Guest Information and any other information the Company reasonably designates as confidential or proprietary.

7. This Confidentiality Agreement shall be construed under the laws of the State of Texas. The only way this Confidentiality Agreement can be changed is in writing signed by both the Franchisee and me.

Signature

Name

Address

Title

ACKNOWLEDGED BY FRANCHISEE

By: _____

Name: _____

Title: _____

EXHIBIT 5

**TO THE NBC FRANCHISOR LLC
FRANCHISE AGREEMENT
COLLATERAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS**

1. _____, doing business as “Nothing Bundt Cakes®”, (“Assignor”), in exchange for valuable consideration provided by NBC Franchisor LLC (“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 Nothing Bundt Cakes® Bakery at Assignor’s above-referenced address (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): _____

Social media webpages (including, but not limited to, pre-existing Facebook, Twitter, LinkedIn, Plaxo, and YouTube pages): _____

2. The conditional agreement will become effective automatically upon termination or 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 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: _____

Date: _____

TITLE: _____

ASSIGNEE:

NBC FRANCHISOR LLC

By: _____

EXHIBIT 6
TO THE NBC FRANCHISOR LLC
FRANCHISE AGREEMENT
PERSONAL GUARANTY
(see attached)

ARTICLE I PERSONAL GUARANTY

The undersigned persons (individually and collectively “you”) hereby represent to NBC Franchisor LLC (“Franchisor”) that you are either: (a) the general partner of [insert here the name of the franchisee entity] (“Franchisee”); (b) all of the shareholders, partners, limited partners, or members in the Franchisee; or (c) the spouse of Franchisee or Franchisee’s owner whose financials were required in order for Franchisee to qualify for a Nothing Bundt Cakes® franchised bakery (a “Bakery”). In consideration of the grant by Franchisor to the Franchisee of a franchise pursuant to the franchise agreement to which this Personal Guaranty is attached (the “Franchise Agreement”), each of 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 foregoing Franchise Agreement, and 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, any indebtedness to Franchisor or its affiliates of Franchisee arising under or by virtue of the aforesaid Franchise Agreement and that you (jointly and individually) will not permit or cause 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, which consent must not be unreasonably withheld, and without first paying or causing to be paid to Franchisor the transfer fee provided for in said Franchise Agreement, if applicable, and without otherwise complying with the transfer provisions of the foregoing Franchise Agreement.

ARTICLE II CONFIDENTIALITY

During the term of this Personal Guaranty, you will receive information which Franchisor considers a trade secret and confidential information (“Confidential Information”). You will not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information including, without limitation, Franchisor’s Proprietary Recipes and other standards for preparing and packaging goods and services offered by the bakery, Franchisor’s trade secrets, advertising strategies, price marketing mixes related to food and beverage items offered by Bakeries, supplier networks and pricing arrangements with suppliers, the E-Commerce Program, National Account networks, the Operations Manual and training procedures and materials, sales promotion aids, business forms, merchandising procedures, accounting procedures, marketing reports, inventory systems, copyrighted materials, and other methods, techniques and know-how concerning the operation of the Bakery which may be communicated to you or of which you may be apprised by virtue of your operation of the Bakery or in connection with your relationship with Franchisee and your role as a guarantor of the Franchise Agreement. You also acknowledge and agree that certain information, including (i) current Guest and prospective Guest names and addresses, (ii) information about credit extensions to Guests, (iii) Guest purchasing histories, (iv) rates charged to Guests (subsections (i)-(iv) collectively “Guest Lists”), and (v) sources of suppliers, also constitute Franchisor’s trade secrets and Confidential Information.

ARTICLE III COVENANTS AGAINST COMPETITION

Section 3.1 **During the Term of the Franchise Agreement.** During the term of the Franchise Agreement, neither you, nor your principals, officers, directors, nor any members of your family or the family of your officers, directors, or principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

a) Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in any other business which licenses businesses offering and selling cakes, baked goods, gift packages, novelty items, or any other goods or services authorized or offered for sale by System franchisees, provided, however, that this Section does not apply to the said parties' operation of a Bakery; or

b) Divert or attempt to divert any business or Guest of the Bakery 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 Marks or the System.

Section 3.2 After the Term of the Franchise Agreement. For a period of two (2) years after the expiration, transfer or termination of this Personal Guaranty or the Franchise Agreement, regardless of the cause, neither you, nor your principals, officers, directors, nor any member of your immediate family or the immediate family of your officers, directors, or principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

a) Enter into any business competing in whole or in part with Franchisor granting franchises or licenses businesses offering and selling cakes, baked goods, gift packages, novelty items, or any other goods or services authorized or offered for sale by System franchisees at the time this Agreement is terminated or otherwise expires and is not renewed;

b) Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in any other business which operates or licenses others the right to operate businesses offering and selling cakes, baked goods, gift packages, novelty items, or any other goods or services authorized or offered for sale by System franchisees at the time the Franchise Agreement is terminated or otherwise expires and is not renewed: (i) at the Bakery premises; (ii) within the Territory; or (iii) within a 10 mile radius of (a) the Territory being granted hereunder or (b) any other Territory licensed by Franchisor as of the date of expiration or termination of this Personal Guaranty or the Franchise Agreement; or

c) Divert or attempt to divert any business or Guest of the Bakery 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 Marks or the System.

Section 3.3 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 will 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 will 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 prevent you from earning a living. You further acknowledge and agree that the time limitation of this Article III will be tolled during any default under this Guaranty.

ARTICLE IV DISPUTE RESOLUTION

Section 4.1 Acknowledgment. You acknowledge that this Personal Guaranty is not a Franchise Agreement and does not confer upon you any rights to use the Franchisor's proprietary marks or its system.

Section 4.2 Governing Law. This Personal Guaranty will be deemed to have been made in and governed by the laws of the state of Texas (without reference to its conflict of laws principals).

Section 4.3 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 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 will survive the termination or expiration of this Personal Guaranty.

Section 4.4 Mediation. At Franchisor's option, all claims or disputes between you and Franchisor arising out of, or in any way relating to, this Personal Guaranty or the Franchise Agreement or any other agreement by and between you and Franchisor, or any of the parties' respective rights and obligations arising from such agreements must be submitted first to mediation in Dallas, Texas, 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, 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 you as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. You 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 the parties will share the cost of mediator. This agreement to mediate at our option will survive the termination or expiration of the Franchise Agreement. There will be no class action mediation.

a) The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 4 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):

- (1) Any federally protected intellectual property rights in the Marks, the System, Proprietary Materials, Proprietary Software, or in any Confidential Information;
- (2) Any claims arising out of or pertaining to any warranty issued;
- (3) Any of the restrictive covenants contained in this Personal Guaranty; or
- (4) Any claims to collect past due amounts owed to Franchisor or its affiliates.

Notwithstanding the foregoing, the obligation to undertake mediation and/or arbitration according to this Section 4.4 shall not apply to any dispute that an applicable federal statute expressly states cannot be subject to a pre-dispute mediation or arbitration.

Section 4.5 Third-Party Beneficiaries. Franchisor's officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of the Franchise Agreement and this Personal Guaranty, and the mediation provisions contained herein, each having authority to specifically enforce the right to mediate and arbitrate claims asserted against such person(s) by you.

Section 4.6 Injunctive Relief. Nothing contained in this Personal Guaranty 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 interest prior to the filing of any mediation proceeding or pending the trial or handing down of a decision or award pursuant to any mediation or judicial proceeding conducted hereunder.

Section 4.7 Jurisdiction and Venue. With respect to any proceeding not subject to mediation, the parties expressly agree to submit to the jurisdiction and venue of any court of general jurisdiction in Dallas, Texas, and the jurisdiction and venue of the United States District Court for the Northern District of Texas. The parties agree that all proceedings will be conducted on an individual, not a class-wide basis, and that any proceeding between you, your guarantors, and Franchisor or its affiliates or employees may not be consolidated with any other proceeding between Franchisor and any other person or entity.

Section 4.8 Jury Trial 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 will apply to any matter whatsoever between the parties hereto which arises out of or is related in any way to this Personal Guaranty or the Franchise Agreement, the performance of either party, and/or your purchase from Franchisor of the franchise and/or any goods or services.

Section 4.9 Waiver of Punitive Damages. You 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 agree that in the event of a dispute, your recovery will be limited to actual damages. If any other term of this Personal Guaranty 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.

Section 4.10 Limitation on Action. You agree that no cause of action arising out of or under this Personal Guaranty or the Franchise Agreement may be maintained by you 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 (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim against Franchisor, whichever occurs sooner, and that any action not brought within this period will be barred as a claim, counterclaim, defense or set-off.

Section 4.11 Attorneys' Fees. In the event Franchisor engages an attorney to enforce its rights under the Franchise Agreement, this Personal Guaranty, or any related agreement between you and Franchisor and/or its affiliates (whether or not formal judicial proceedings are initiated), you must pay all of Franchisor's reasonable attorneys' fees, court costs and litigation expenses. If you institute any legal action to interpret or enforce the terms of this Agreement, and your claim in such action is denied or the action is dismissed, Franchisor is entitled to recover its 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.

Section 4.12 Nonwaiver. Franchisor’s failure to insist upon strict compliance with any provision of this Personal Guaranty and the Franchise 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 Personal Guaranty 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.

Section 4.13 Severability. The parties agree that if any provisions of this Personal 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 will have the meaning which renders it valid and enforceable. The language of all provisions of this Personal Guaranty will be construed according to fair meaning and not strictly construed against either party. The provisions of this Personal Guaranty are severable, and this Personal Guaranty 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 Personal Guaranty 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 Personal Guaranty.

Section 4.14 Construction of Language. Any term defined in the Franchise Agreement which is not defined in this Personal Guaranty will be ascribed the meaning given to it in the Franchise Agreement. The language of this Personal Guaranty will be construed according to its fair meaning, and not strictly for or against either party. All words in this Personal 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.

Section 4.15 Successors. References to “Franchisor” or “the undersigned,” or “you” include the respective parties’ successors, assigns or transferees.

Section 4.16 No Personal Liability. You agree that fulfillment of any and all of Franchisor’s obligations written in this Personal Guaranty or in the Franchise Agreement or based on any oral communications which may be ruled to be binding in a court of law will be Franchisor’s sole responsibility and none of Franchisor’s agents, representatives, nor any individuals associated with Franchisor’s franchise company will be personally liable to Franchisee or you for any reason.

PERSONAL GUARANTORS

SPOUSES

EXHIBIT C TO THE DISCLOSURE DOCUMENT
DEVELOPMENT RIGHTS RIDER

**DEVELOPMENT RIGHTS RIDER TO
NBC FRANCHISOR, LLC
FRANCHISE AGREEMENT**

1. **Background.** This Development Rights Rider (the “Rider”) is made between **NBC FRANCHISOR, LLC** (“we,” “us,” or “our”) and _____ (“you” or “your”). This Rider is attached to, and intended to be a part of, the Franchise Agreement that we and you are signing concurrently with signing this Rider (the “First Franchise Agreement”) for your construction, development, and operation of your first Nothing Bundt Cakes® Bakery at a location to be specified within the Development Area (defined below). We and you are signing this Rider because you want the right to develop additional Nothing Bundt Cakes® Bakeries within the Development Area (besides the Bakery covered by the First Franchise Agreement) over a certain time period, and we are willing to grant you those development rights if you comply with this Rider.

2. **Grant of Development Rights.** Subject to your strict compliance with this Rider, we grant you the exclusive right to develop _____ (___) Nothing Bundt Cakes® Bakeries (including the Nothing Bundt Cakes® Bakery covered by the First Franchise Agreement), according to the mandatory development schedule described in Exhibit A to this Rider (the “Schedule”), within the geographic area depicted on the map attached to this Rider (the “Development Area”). The rights set forth in this Rider are subject to the terms of the Franchise Agreement including, without limitation, our rights in Section 1.3 therein and all of the activities in which we reserve the right to engage in as permitted in the First Franchise Agreement. Additionally, for the avoidance of any doubt, Nothing Bundt Cakes® Bakeries that you (or your “Approved Affiliates,” a term defined in Section 3 below) are permitted to develop and operate at ROFR Sites do not count toward your compliance with the Schedule.

YOU ACKNOWLEDGE AND AGREE THAT TIME IS OF THE ESSENCE UNDER THIS RIDER, AND YOUR RIGHTS UNDER THIS RIDER ARE SUBJECT TO TERMINATION, AS PROVIDED IN THIS RIDER, IF YOU DO NOT COMPLY STRICTLY WITH THE DEVELOPMENT OBLIGATIONS PROVIDED IN THE SCHEDULE. WE MAY ENFORCE THIS RIDER STRICTLY.

3. **Development Obligations.**

(a) **Approved Affiliates.** To maintain your rights under this Rider, you (and/or Approved Affiliates) must, by the deadlines specified in the Schedule, sign franchise agreements and leases for, and then construct, develop, and have open and operating within the Development Area, the agreed-upon minimum number of Nothing Bundt Cakes® Bakeries. If your owners establish a new legal entity to operate one or more of the Nothing Bundt Cakes® Bakeries to be developed pursuant to this Rider and that new legal entity’s ownership is completely identical to your ownership, that legal entity automatically will be considered an “Approved Affiliate” without further action. However, if the new legal entity’s ownership is not completely identical to your ownership, you first must seek our approval for that new entity to develop and operate the proposed Bakery as an Approved Affiliate. We may refuse any such request if you and/or your owners do not (a) own and control at least eighty percent (80%) of the new entity’s ownership interests and (b) have the authority to exercise voting and management control of the Bakery proposed to be owned by the new entity.

(b) **Form of Franchise Agreement.** You (and/or your Approved Affiliates) will operate each Nothing Bundt Cakes® Bakery under a separate franchise agreement with us. The franchise agreement (and related documents, including Guaranty and Assumption of Obligations) that you and your owners (or your Approved Affiliate and its owners) must sign for each Bakery developed pursuant to this Rider will be our then-current form of franchise agreement (and related documents, including Guaranty and Assumption of Obligations), any or all terms of which may differ substantially and materially from any or all terms contained in the First Franchise Agreement, provided, however, that the initial franchise fee will be Thirty Thousand Dollars (\$30,000) for the second and each subsequent Nothing Bundt Cakes® Bakery to be developed pursuant to this Rider. Despite any contrary provision contained in the newly signed franchise agreements, your (and your Approved Affiliates') additional Nothing Bundt Cakes® Bakeries within the Development Area must be open and operating by the dates specified in the Schedule. To retain your rights under this Rider, each Nothing Bundt Cakes® Bakery opened pursuant to this Rider must operate continuously throughout this Rider's term in full compliance with its franchise agreement.

(c) **Changes in Investment Requirements.** You acknowledge that the estimated expenses and investment requirements set forth in Items 6 and 7 of our Franchise Disclosure Document are subject to increase over time, and future Nothing Bundt Cakes® Bakeries likely will involve greater initial investment and operating capital requirements than those stated in the Franchise Disclosure Document provided to you before you signed this Rider. You must open all of the Nothing Bundt Cakes® Bakeries in compliance with the Schedule, regardless of (i) the requirement of a greater investment, (ii) the financial condition or performance of your previous Nothing Bundt Cakes® Bakeries, or (iii) any other circumstances, financial or otherwise. However, we are not obligated to execute any of the franchise agreements contemplated by this Rider if you have not complied with each and every condition in this Rider or otherwise do not meet our then-current requirements.

4. **Subfranchising and Sublicensing Rights.** This Rider does not give you any right to franchise, license, subfranchise, or sublicense others to develop and operate Nothing Bundt Cakes® Bakeries. Only you (and/or Approved Affiliates) may construct, develop, open, and operate Nothing Bundt Cakes® Bakeries pursuant to this Rider. This Rider also does not give you (or your Approved Affiliates) any independent right to use the Nothing Bundt Cakes® trademark or our other trademarks and commercial symbols. The right to use our trademarks and commercial symbols is granted only under a franchise agreement signed directly with us. This Rider only grants you potential development rights if you fully comply with its terms.

5. **Development Fee.** As consideration for the development rights, we grant you under this Rider, you must pay us, when you sign this Rider, a total of _____ Dollars (\$_____) (the "Development Fee"). The Development Fee consists of (a) the Thirty-Five-Thousand Dollar (\$35,000) initial franchise fee due under the First Franchise Agreement, plus (b) total deposits equaling _____ Thousand Dollars (\$_____) for the additional Nothing Bundt Cakes® Bakeries you have committed to construct, develop, and operate. The deposits appearing above represent fifty percent (50%) of the Thirty Thousand Dollars (\$30,000) initial franchise fee for each Nothing Bundt Cakes® Bakery you have committed to develop after the first Bakery. This Rider will not be effective, and you will have no development rights, until we receive total amount of the Development Fee.

The Development Fee is:

- (i) consideration for the rights we grant you in this Rider;
- (ii) fully earned by us when we and you sign this Rider; and
- (iii) not refundable under any circumstances, even if you do not comply or attempt to comply with the Schedule and we then terminate this Rider. However, each time you (or your Approved Affiliate) sign a franchise agreement for another Nothing Bundt Cakes® Bakery to be developed within the Development Area, we will apply the deposit related to that Bakery (which is part of the Development Fee) toward the initial franchise fee due for that Bakery (leaving an additional Fifteen-Thousand Dollars (\$15,000) of the initial franchise fee due at signing).

6. Grant of Franchises.

(a) You must send us a separate application for each Nothing Bundt Cakes® Bakery that you (or your Approved Affiliate) wish to develop in the Development Area. You must locate, evaluate, and select the Bakery's site. We will not search for or select the site for you. In granting you development rights under this Rider, we are relying on your knowledge of the real estate market in the Development Area and your ability to locate and access sites.

(b) You must give us all information and materials we request to assess each proposed Bakery site. We will give you our then-current criteria for Nothing Bundt Cakes® Bakery sites (including, without limitation, population density and other demographic characteristics, visibility, traffic flow, competition, accessibility, ingress and egress, size, and other physical and commercial characteristics) to help you select and identify each Bakery site. We will not unreasonably withhold acceptance of a site if, in our and our affiliates' experience and based on the factors outlined above, the proposed site is not inconsistent with sites that we and our affiliates regard as favorable or that otherwise have been successful sites in the past for Nothing Bundt Cakes® Bakeries. However, we have the absolute right to reject any site not meeting our criteria or to require you to acknowledge in writing that a site you have chosen, while acceptable to us, is not recommended due to its incompatibility with certain factors bearing on a site's suitability as a location for a Nothing Bundt Cakes® Bakery. We agree to use reasonable efforts to review and accept (or not to accept) sites you propose within thirty (30) days after we receive all requested information and materials. You may not proceed with a site that we have not accepted.

(c) You also must send us for written acceptance, which we will not unreasonably withhold, any lease or sublease that will govern your occupancy and lawful possession of each Bakery site before you sign it. You may not sign any lease or sublease that we have not accepted in writing. We may (but have no obligation to) guide you in the leasing process but will not negotiate the lease or sublease for you or provide any legal advice.

(d) If we accept and you secure lawful possession of the proposed site, but you (or your Approved Affiliate) have not yet signed a franchise agreement for that Bakery, you agree within the time period we specify (but no later than the date specified in the Schedule) to sign (or have your Approved Affiliate sign) a separate franchise agreement (and related documents) for that Bakery and to pay us the remaining portion of the initial franchise fee. If you (or your Approved Affiliate) fail to do so or cannot obtain lawful possession of the acceptable proposed site, we may withdraw our

acceptance of the proposed site and exercise any of our other rights under this Rider. After you and your owners (or your Approved Affiliate and its owners) sign the franchise agreement (and related documents, including Guaranty and Assumption of Obligations), its terms and conditions will control the construction, development, and operation of the Nothing Bundt Cakes® Bakery (except that the required opening date is governed exclusively by the Schedule in this Rider, as provided in Section 3 above).

(e) In addition to our rights with respect to proposed Nothing Bundt Cakes® Bakery sites, we may delay your development and/or opening of additional Nothing Bundt Cakes® Bakeries within the Development Area for the time period we deem best if we believe in our sole judgment, when you submit your application for another Bakery or after you (or your Approved Affiliate) have developed and constructed but not yet opened a particular Bakery, that you (or your Approved Affiliate) are not yet operationally, managerially, or otherwise prepared (no matter the reason) to develop, open, and/or operate the additional Nothing Bundt Cakes® Bakery in full compliance with our standards and specifications. We may delay additional development and/or a Bakery's opening for the time period we deem best as long as the delay will not in our reasonable opinion cause you to breach your development obligations under the Schedule (unless we are willing to extend the Schedule proportionately to account for the delay).

7. **Term.** This Rider's term begins on the date we sign it and ends on the date when (a) you (or your Approved Affiliate) open for business the final Nothing Bundt Cakes® Bakery to be developed under the Schedule, or (b) this Rider otherwise is terminated, but in any event this Rider's term will end no later than <insert date>.

8. **Termination.** We may at any time terminate this Rider and your rights under this Rider to develop Nothing Bundt Cakes® Bakeries within the Development Area, such termination to be effective upon our delivery to you of written notice of termination:

(a) if you fail to satisfy either your development obligations under the Schedule or any other obligation under this Rider, which defaults you have no right to cure;

(b) if the First Franchise Agreement, or another franchise agreement between us and you (or your Approved Affiliate) for a Nothing Bundt Cakes® Bakery, is terminated by us in compliance with its terms or by you (or your Approved Affiliate) for any (or no) reason; or

(c) if we have delivered a formal written notice of default to you (or your Approved Affiliate) under the First Franchise Agreement, or another franchise agreement between us and you (or your Approved Affiliate) for a Nothing Bundt Cakes® Bakery, and you (or your Approved Affiliate) fail to cure that default within the required timeframe.

No portion of the Development Fee is refundable upon termination of this Rider or under any other circumstances. If we terminate this Rider because you fail to satisfy your development obligations under the Schedule, we will keep the Development Fee (which is not refundable) but otherwise will not seek to recover damages from you due solely to your failure to comply with the Schedule.

Termination of this Rider under clauses (a), (b), or (c) above is not deemed to be the termination of any franchise rights (even though this Rider is attached to the First Franchise

Agreement) because this Rider grants you no separate franchise rights. Franchise rights arise only under franchise agreements signed directly with us. Termination of this Rider does not affect any franchise rights granted under any then-effective individual franchise agreements.

9. **Assignment.** Your development rights under this Rider are not assignable at all. This means we will not under any circumstances allow the development rights to be transferred. A transfer of the development rights would be deemed to occur (and would be prohibited) if there is an assignment of the First Franchise Agreement, a transfer of a controlling ownership interest in you, a transfer of this Rider separate and apart from the First Franchise Agreement, or any other event attempting to assign the development rights. An assignment of only a non-controlling ownership interest in you is permitted (and would not be deemed to be a transfer of your development rights) to the extent permitted by the terms and conditions of the First Franchise Agreement.

10. **Managing Director.** Prior to the opening date of the ___ Bakery developed hereunder, you shall hire and train a managing director (the “Managing Director”), who we must approve in our reasonable discretion. The Managing Director must have successfully completed all training designated by us and must devote his or her full time and efforts to the management and/or supervision of Bakeries within the Development Area.

11. **Rider to Control.** Except as provided in this Rider, the First Franchise Agreement remains in full force and effect as originally written. If there is any inconsistency between the First Franchise Agreement and this Rider, this Rider’s terms will control.

Dated this __ day of _____, 20__.

NBC FRANCHISOR, LLC

FRANCHISEE

By: _____

[Name]

Name: _____

By: _____

Title: _____

Name: _____

Date: _____

Title: _____

Date: _____

EXHIBIT A
TO DEVELOPMENT RIGHTS RIDER

SCHEDULE

You agree to develop and open _____ () Nothing Bundt Cakes® Bakeries in the Development Area, including the Bakery that is the subject of the First Franchise Agreement, according to the following Schedule:

Nothing Bundt Cakes® Bakery Number	Franchise Agreement to be Signed by Franchisee (or Approved Affiliate) by (Deadline)	Lease to be Signed by (Deadline)	Nothing Bundt Cakes® Bakery to be Open and Operating in Development Area by (Deadline)
1	Concurrently with this Development Rights Rider		
2			
3			
4			
5			

NBC FRANCHISOR, LLC

FRANCHISEE

By: _____

[Name]

Name: _____

By: _____

Title: _____

Name: _____

Date: _____

Title: _____

Date: _____

EXHIBIT B
TO DEVELOPMENT RIGHTS RIDER

MAP OF DEVELOPMENT AREA

A map of the Development Area described in Section 2 of the Development Rights Rider is attached.

[FRANCHISOR]	FRANCHISEE
By: _____	_____ [Name]
Name: _____	By: _____
Title: _____	Name: _____
Date: _____	Title: _____
	Date: _____

EXHIBIT D TO THE DISCLOSURE DOCUMENT
FINANCIAL STATEMENTS



NBC Franchisor LLC

Financial Statements

As of December 25, 2022, December 26, 2021, and July 30, 2021 and for the 52-week period ended December 25, 2022, and the 21-week period ended December 26, 2021

NBC Franchisor LLC

Financial Statements

As of December 25, 2022, December 26, 2021, and July 30, 2021
and for the 52-week period ended December 25, 2022,
and the 21-week period ended December 26, 2021

NBC Franchisor LLC

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Independent Auditor's Report

The Member
NBC Franchisor LLC
Addison, Texas

Opinion

We have audited the accompanying financial statements of NBC Franchisor LLC (the "Company"), which comprise the balance sheets as of December 25, 2022, December 26, 2021, and July 30, 2021, and the related statements of loss, member's equity and cash flows for the 52-week period ended December 25, 2022 and the 21-week period ended December 26, 2021 and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 25, 2022 and December 26, 2021, and the results of its operations and its cash flows for the 52-week period ended December 25, 2022 and the 21-week period ended December 26, 2021 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 (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Management's Responsibility 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 raised substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or 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 GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

BDO USA, LLP

Dallas, Texas
April 24, 2023

Financial Statements

NBC Franchisor LLC

Balance Sheets

	December 25, 2022	December 26, 2021	July 30, 2021
Assets			
Current assets			
Cash	\$ 1,027,875	\$ 1,042,148	\$ 500,000
Accounts receivable	1,142,924	997,879	-
Prepaid expenses	131,700	-	-
Amounts due from related parties	1,880	-	-
Total current assets	2,304,379	2,040,027	500,000
Intangible assets, net	606,995,616	621,755,068	627,837,260
Goodwill, net	295,253,884	330,398,559	343,098,918
Total assets	\$ 904,553,879	\$ 954,193,654	\$ 971,436,178
Liabilities and Member's Equity			
Current liabilities			
Accounts payable	\$ 14,000	\$ -	\$ -
Amounts due to related parties	-	125,689	-
Deferred revenue	3,300,000	2,175,000	\$ 1,882,500
Total current liabilities	3,314,000	2,300,689	1,882,500
Long-term liabilities			
Deferred revenue, long term	342,500	-	-
Off-market agreement liability	1,386,132	1,754,453	-
Total long-term liabilities	1,728,632	1,754,453	-
Contingencies (Note 2)			
Member's Equity	899,511,247	950,138,512	969,553,678
Total liabilities and member's equity	\$ 904,553,879	\$ 954,193,654	\$ 971,436,178

See accompanying notes to financial statements.

NBC Franchisor LLC

Statements of Loss

	52 weeks ended December 25, 2022	21 weeks ended December 26, 2021
Revenues		
Franchise fees	\$ 1,530,000	\$ 715,000
Royalty fees	30,771,826	12,183,841
Other revenue	355,000	265,000
Total revenues	32,656,826	13,163,841
Expenses		
General and administrative expenses	6,604,536	2,459,077
Amortization	49,904,126	20,564,887
Total expenses	56,508,663	23,023,964
Other expense		
Interest expense	91	-
Total other expense, net	91	-
Loss before income taxes	(23,851,928)	(9,860,123)
Income taxes expense	129,342	-
Net loss	\$ (23,981,270)	\$ (9,860,123)

See accompanying notes to financial statements.

NBC Franchisor LLC
Statements of Member's Equity

Balance at July 30, 2021	\$ 969,553,678
Additional contribution after inception date as a result of common control transaction	(265,485)
Net loss	(9,860,123)
Distributions	(9,289,558)
<hr/>	
Balance at December 26, 2021	\$ 950,138,512
Contributions	-
Net loss	(23,981,270)
Distributions	(26,645,995)
<hr/>	
Balance at December 25, 2022	\$ 899,511,248

See accompanying notes to financial statements.

NBC Franchisor LLC
Statements of Cash Flows

	52 weeks ended December 25, 2022	21 weeks ended December 26, 2021
Cash flows from operating activities		
Net loss	\$ (23,981,270)	\$ (9,860,123)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Amortization of goodwill and intangible assets	49,904,126	20,564,887
Amortization of off-market agreement liability	(368,321)	(153,467)
Changes in assets and liabilities:		
Accounts receivable	(145,045)	(952,780)
Prepaid expenses	(131,700)	-
Accounts payable	14,000	-
Deferred revenue	1,467,500	107,500
Net cash provided by operating activities	26,759,291	9,706,017
Cash flows from financing activities		
Proceeds (to) from related parties	(127,569)	125,689
Distributions	(26,645,995)	(9,289,558)
Net cash used in financing activities	(26,773,564)	(9,163,869)
Net increase (decrease) in cash	(14,273)	542,148
Cash, beginning of period	1,042,148	500,000
Cash, end of period	\$ 1,027,875	\$ 1,042,148
Noncash financing activities		
Noncash equity contribution	-	265,485

See accompanying notes to financial statements.

NBC Franchisor LLC

Notes to Financial Statements

1. Organization and Nature of Business

NBC Franchisor LLC (“we”, “our” and the “Company”), a special purpose Delaware limited liability company, was organized on June 14, 2021, with no operations until July 30, 2021. The Company is a direct, wholly owned subsidiary of NBC Funding LLC (the “Issuer”), which is a special purpose Delaware limited liability company that is a direct, wholly owned subsidiary of NBC SPV Guarantor LLC (“SPV Holdco”) and an indirect, wholly owned subsidiary of NBC Holdings, LLC (“Parent”).

The Company was formed in connection with a financing transaction (the “Securitization Transaction”), which was completed on July 30, 2021 (see Note 3), and will serve as the “franchisor” of the Nothing Bundt Cakes Brand and own all Franchise Assets, which includes all franchise agreements and intellectual property related to the business. The Company grants the rights to own and operate Nothing Bundt Cakes Stores, which specialize in selling decorated bundt cakes and other related gift items. The Company grants each franchisee a transferable right and license to use the “System,” the proprietary marks, and to market, sell, and provide the approved products in accordance with the System. The System consists of certain trademarks, service marks, and commercial symbols, including the mark “Nothing Bundt Cakes,” certain store design décor and images, all of which the Company may modify from time to time. Nothing Bundt Franchising, LLC (the “Manager”), is an affiliated company that performs certain services for the Company under a management agreement (refer to Note 3).

2. Summary of Significant Accounting Policies

Basis of Presentation

The financial statements and accompanying notes are prepared on the accrual basis of accounting in conformity with generally accepted accounting principles in the United States of America (“U.S. GAAP”). The Company’s fiscal year ends on the last Sunday of December. These financial statements present the opening balance of the accounts as of July 30, 2022, the date of operation commencement, the 21-week period ended December 26, 2021 and the 52-week period ended December 25, 2022.

Use of Estimates

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

Cash and Cash Equivalents

Cash equivalents, if any, consist of liquid investments with maturities of three months or less at the time of purchase.

NBC Franchisor LLC

Notes to Financial Statements

Income Taxes

The Company is a single-member limited liability company for federal and state income tax purposes with all income tax liabilities and/or benefits of the Company being passed through to Nothing Bundt Franchising, LLC (the “Manager”). As such, no recognition of federal or state income taxes for the Company will be provided for in the financial statements of the Company except for certain state franchise, excise, and margin tax payable by the company amounting to \$129,000.

Goodwill

In January 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2014-02, *Accounting for Goodwill*, a consensus of the Private Company Council. The amendments in this ASU allow for an accounting alternative for the subsequent measurement of goodwill. Entities within the scope of the amendments can elect to amortize goodwill on a straight-line basis over 10 years or less than 10 years, if the entity demonstrates that another useful life is more appropriate. The Company has chosen to adopt the ASU as of July 30, 2021.

In January 2017, the FASB issued ASU 2017-04, “Intangibles - Goodwill and Other”, which simplifies the test for goodwill impairment by removing the second step of the two-step impairment test. An entity will no longer determine goodwill impairment by calculating the implied fair value of goodwill by assigning the fair value of a reporting unit to all of its assets and liabilities as if that reporting unit had been acquired in a business combination. Instead, an entity should perform its goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount and recognize an impairment charge for the amount by which the carrying amount exceeds the reporting unit’s fair value. All other goodwill impairment guidance will remain largely unchanged. For nonpublic entities, the standard is effective for annual periods beginning after December 15, 2022 with early application permitted for tests performed after January 1, 2017. The Company adopted this standard on July 30, 2021 and the adoption had no impact on the Company’s financial position or results of operations.

On March 30, 2021, the FASB issued ASU 2021-03, *Intangibles—Goodwill and Other (Topic 350): Accounting Alternative for Evaluating Triggering Events*. The amendments in ASU 2021-03 provide private companies with an accounting alternative to perform the goodwill impairment triggering event evaluation as required in ASC 350-20, *Intangibles—Goodwill and Other—Goodwill*, as of the end of the reporting period, whether the reporting period is an interim or annual period. An entity that elects this alternative is not required to monitor for goodwill impairment triggering events during the reporting period but, instead, should evaluate the facts and circumstances as of the end of each reporting period to determine whether a triggering event exists and, if so, whether it is more likely than not that goodwill is impaired. The amendments in ASU 2021-03 are effective on a prospective basis for fiscal years beginning after December 15, 2019. The Company adopted the standard as of July 30, 2021 and noted there were no triggering events in relation to goodwill impairment evaluation. See further detail of goodwill in Note 4.

Intangible Assets

Intangible assets consist of franchise agreements and tradenames. Franchise agreements are stated at their estimated fair value at the date of acquisition, less amortization. Franchise agreements are amortized over their estimated useful lives of 15 years using the straight-line method. Tradenames are stated at their estimated fair value at the date of acquisition less any recognized impairment

NBC Franchisor LLC

Notes to Financial Statements

losses, and tradenames are not amortized, as their useful lives are considered indefinite, but are subject to annual impairment testing. See further detail of intangible assets in Note 4.

Accounts Receivable

Accounts receivable are primarily royalties related to the last week of the fiscal year and are recorded at their estimated realizable value after reduction for an allowance for estimated uncollectible accounts. The allowance for uncollectible accounts is determined primarily through specific identification and evaluation of significant past due amounts, supplemented by an estimate applied to the remaining balance of past due accounts, which is based on historical experience. At December 25, 2022 and December 26, 2021, there were no allowances for doubtful accounts. Further, there were no bad debts written off for the 52-week period ended December 25, 2022 and the 21-week period ended December 26, 2021.

Revenue Recognition and Deferred Revenue

Effective July 30, 2021, the Company adopted ASU 2014-09, *Revenue from Contracts with Customers* (“Topic 606”) and all subsequent ASUs that modified Topic 606. The guidance clarifies the principles used to recognize revenue for all entities and requires companies to recognize revenue when it transfers goods or services to a customer in an amount that reflects the consideration to which a company expects to be entitled.

FASB issued ASU 2021-02, *Franchisors - Revenue from Contracts with Customers (Subtopic 952-606)*, creating a practical expedient that simplifies the identification of performance obligations for private company franchisors for certain pre-opening services. If the practical expedient is elected, the pre-opening services provided by a franchisor to a franchisee can be accounted for as a single performance obligation, distinct from the franchise license. Pre-opening services per ASU 2021-02 are defined as follows:

1. Assistance in the selection of a site
2. Assistance in obtaining facilities and preparing the facilities for their intended use, including related financing, architectural, and engineering services, and lease negotiation
3. Training of the franchisee’s personnel or the franchisee
4. Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping
5. Bookkeeping, information technology, and advisory services, including setting up the franchisee’s records and advising the franchisee about income, real estate, and other taxes or about regulations affecting the franchisee’s business
6. Inspection, testing, and other quality control programs

The Company elected to apply the practical expedient allowed by ASU 2021-02, and has elected to account for all qualifying pre-opening activities as a single performance obligation

Franchise agreements are granted to franchise owners for an initial term of 10 years with an option to renew. The franchise agreements include promises to provide a license for using the Company’s brand intellectual property, a list of approved suppliers, certain training programs, an operation manual, and to maintain the advertising fund. These performance obligations are highly interrelated, not considered to be individually distinct, and therefore the Company accounts for them under Topic 606 as a single performance obligation.

NBC Franchisor LLC

Notes to Financial Statements

The Company's primary cash flows associated with its franchise agreements are as follows:

- Franchise fees revenue - The Company executes franchise agreements that set the terms of its arrangements with each franchisee. Generally, the franchise agreement requires the franchisee pay an initial, non-refundable fee of \$35,000 for the first franchise and \$30,000 for each additional franchise purchased. Franchise and area development fees, which are typically received prior to completion of the revenue recognition process, are initially recorded as deferred revenue. These franchise fees, which are nonrefundable, are recognized as revenue at the time all material services required to be provided by the Company have been substantially performed. Transfer fee income is recognized upon completion of the transfer of the franchise between franchisees. Extension fee income is recognized upon receipt. Refer below on revenue recognition under Topic 606.
- Royalty fees revenues - Royalty fees revenues represent sales-based royalties that are related entirely to performance obligations under the franchise agreement and are recognized in the period in which the sales occur. Sales-based royalties are variable consideration related to performance obligations to franchise owners to maintain the intellectual property being licensed. The Company collects these fees from existing franchise owners. These fees are 5% or 6% of each franchise owners' net sales.
- Other - The Company, as part of the franchise agreement, may provide additional services, including a technology fee, POS Support fee, opening assistance and additional training. These services are recognized as revenue when these services are performed.

Under Topic 606 and its practical expedient *ASU 2021-02*, recognition of initial franchise fees is deferred and recognized at a point in time when the pre-opening services have been provided to the franchisees and upon the store opening. In the event a franchise agreement is terminated, any remaining deferred fees are recognized in the period of termination.

The components of the change in deferred franchise fee revenue are as follows:

	December 25, 2022	December 26, 2021
Balance at beginning of period	\$ 2,175,000	\$ 1,882,500
Fees received from franchise owners	3,015,000	1,007,500
Franchise fee revenue recognized	(1,547,500)	(715,000)
Balance at end of period	3,642,500	2,175,000
Less: current portion of deferred franchise fee revenue	(3,300,000)	(2,175,000)
Deferred franchise fee revenue, net of current portion	\$ 342,500	\$ -

Current deferred franchise fee revenue represents franchise openings scheduled during fiscal year 2023.

NBC Franchisor LLC

Notes to Financial Statements

Pronouncements Pending Adoption

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments. ASU 2016-13 amends the impairment model by requiring entities to use a forward-looking approach based on expected losses to estimate credit losses on certain types of financial instruments, including trade receivables. In November 2018, the FASB issued ASU No. 2018-19, Codification Improvements to Topic 326, Financial Instruments - Credit Losses (“ASU 2018-19”), which clarifies that receivables arising from operating leases are accounted for using lease guidance and not as financial instruments. In April 2019, the FASB issued ASU No. 2019-04, Codification Improvements to Topic 326, Financial Instruments - Credit Losses, Topic 815, Derivatives and Hedging, and Topic 825, Financial Instruments (“ASU 2019-04”), which clarifies the treatment of certain credit losses. In May 2019, the FASB issued ASU No. 2019-05, Financial Instruments - Credit Losses (Topic 326): Targeted Transition Relief (“ASU 2019-05”), which provides an option to irrevocably elect to measure certain individual financial assets at fair value instead of amortized cost. In November 2019, the FASB issued ASU No. 2019-11, Codification Improvements to Topic 326, Financial Instruments - Credit Losses (“ASU 2019-11”), which provides guidance around how to report expected recoveries. ASU 2016-13, ASU 2018-19, ASU 2019-04, ASU 2019-05 and ASU 2019-11 (collectively, “ASC 326”) are effective for fiscal years beginning after December 15, 2022, with early adoption permitted. The Company is currently evaluating the impact this guidance will have on its financial statement.

Contingencies

Various legal actions and claims have arisen and may arise in the normal course of business against the Company from time to time. The Company records a provision in its financial statements to the extent that it concludes that a contingent liability is probable, and the amount is estimable. The Company is not aware of any litigation, settlements, judgments, or claims that would have a material adverse effect on the Company’s financial position, liquidity or results of operations.

Risks and Uncertainties

The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. It is uncertain as to the full magnitude that the pandemic will have on the Company’s financial condition, liquidity, and future results of operations. Management is actively monitoring the global situation on its financial condition, liquidity, operations, industry, and workforce. Given the daily evolution of the COVID-19 outbreak and the global responses to curb its spread, the Company is not able to estimate the effects of the COVID-19 outbreak on its future results of operations, financial condition, or liquidity.

3. Securitization Transaction

In conjunction with the Securitization Transaction, on July 30, 2021, the Issuer entered into a base indenture (the “Indenture”) under which the Issuer may issue multiple series of notes. On the same date, Issuer entered into a series supplement to the Indenture whereby it issued a series of senior term notes, the Series 2021-1 Fixed Rate Secured Notes (the “Offered Notes”), in an aggregate principal amount of \$335 million. The Offered Notes were issued in two tranches, the \$280 million Series 2021-1 2.989% Fixed Rate Class A-2 Senior Secured Notes and the \$55 million Series 2021-1 4.970% Fixed Rate Class B Senior Subordinated Secured Notes. Both tranches have an “Anticipated Repayment Date” of July 2026 and a final maturity date of July 2051.

NBC Franchisor LLC

Notes to Financial Statements

In addition to the Offered Notes, the Indenture and series supplement provide for \$20.0 million in Series 2021-1 Variable Funding Senior Secured Notes, Class A-1 (“VFN Notes”), which will allow the Issuer to borrow amounts, including swingline borrowings and letters of credit, from time to time on a revolving basis and \$3.8 million Series 2021-1 Senior Secured Liquidity Reserve Notes, Class A-1 (“LR Notes”), which are term notes and allow the Issuer to borrow amounts on a delayed draw basis.

The Offered Notes, VFN Notes, and LR Notes are collectively referred to as the “Secured Notes”. Although the Secured Notes are recognized as liabilities on the financial statements of the Issuer and not of the Company, the Secured notes are secured by substantially all of the assets of and guaranteed by the Company and affiliated sub-guarantors (collectively the “Securitization Entities”). All other affiliated entities are referred to as “Non-Securitization Entities”. The net proceeds from the Securitization Transaction, after transaction expenses, were distributed to Parent to repay substantially all of its outstanding indebtedness and to terminate all commitments thereunder, and for general corporate purposes. The outstanding balance of the Secured Notes, net of deferred financing costs of \$6,398,000, was \$343,627,000 as of December 25, 2022.

On July 30, 2021, as part of the Securitization Transaction, the Manager contributed to the Company substantially all of its intellectual property, including all trademarks and internet domains (collectively, the “Securitization IP”), as well as all franchise agreements, development agreements, and all rights to develop and expand substantially all franchising and licensing activities with respect to the Nothing Bundt Cakes brand (collectively, the “Franchise Assets”).

The Company received an initial capital contribution of \$969,553,678 consisting of \$500,000 in Cash and cash equivalents, \$627,837,260 in intangible assets, \$343,098,918 in Goodwill and \$1,882,500 in unearned revenue liability. Subsequent to July 30, 2021, an additional \$265,000, net, was contributed which was primarily comprised of an off-market agreement liability and additional goodwill.

The contributions of the Franchise Assets are between entities under common control and are recorded at book value. No gain or loss has been realized on the transactions.

On July 30, 2021, the Securitization Entities entered into the management agreement (the “Management Agreement”) with the Manager to perform certain services on behalf of the Company, including, among other things, obtaining leads for new franchise agreements, collecting franchisee payments, managing the operations, and performing certain franchising, and operational and reporting services, as well as managing the intangible assets on behalf of the Company, which includes providing the personnel to execute these services. In addition, the Manager performs the following services:

- Collects marketing and advertising contributions from franchisees, maintains such contributions in a separate account and manages the marketing and advertising expenditures. As such, no related income, expense, assets or liabilities are reflected in the financial statements of the Company.
- Administers the gift card program, and as such there are no related assets or liabilities related to the gift card program presented in the financial statements of the Company.
- Provides access as needed to facilities and equipment. All property and equipment leases are contracted with the Manager, and not with the Company. As such, no right of use assets or liabilities are presented in the financial statements of the Company.

NBC Franchisor LLC

Notes to Financial Statements

In exchange for providing such services, the Manager will be entitled to receive certain management fees on a weekly basis. The determination of the weekly management fee is based on a fixed component and a variable component based on retained collections, and then allocated to each of the subsidiaries of the Issuer; such costs may not represent those of an entity that operates independently. The Issuer is dependent on the Company for sufficient cash flows from their securitized operations to service debt, remit management fees to the Manager, and pay certain other ongoing costs related to the Securitization Transaction.

4. Goodwill and Intangible Assets

The Company holds certain intangible assets recorded in accordance with accounting policies disclosed in Note 2, which include the following at:

December 25, 2022

Amortizable intangible assets:	Useful life (in years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Tradenames	Indefinite	\$ 409,000,000	\$ -	\$ 409,000,000
Goodwill	10	344,881,254	49,627,370	295,253,884
Franchise agreements	15	218,837,260	20,841,644	197,995,616
Total		\$ 972,718,514	\$ 70,469,014	\$ 902,249,501

December 26, 2021

Amortizable intangible assets:	Useful life (in years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Tradenames	Indefinite	\$ 409,000,000	\$ -	\$ 409,000,000
Goodwill	10	344,881,254	14,482,695	330,398,559
Franchise agreements	15	218,837,260	6,082,192	212,755,068
Total		\$ 972,718,514	\$ 20,564,887	\$ 952,153,627

As of July 30, 2021, goodwill and intangible assets, that arose from the acquisition of Parent by RC VI NBC Holdings LLC in May 2021, were contributed to the Company from the Manager as part of the Contributed Assets (Note 3). Accordingly, there was no change in control and therefore the Company concluded that the guidance in ASC 805 Business Combinations was not applicable. As such, any assets and liabilities contributed to the Securitization Entities were recorded at the carrying value from the contributing entities on the date of the contribution. The reconciliation of beginning and ending goodwill is impacted by amortization reflected herein. Any subsequent amortization of such assets will be recorded on the Company's financial statements. No impairment was identified as of December 25, 2022 and December 26, 2021.

Amortization expense was \$49,904,000 and \$20,565,000 for the 52-week period ended December 25, 2022 and the 21-week period ended December 26, 2021, respectively.

NBC Franchisor LLC
Notes to Financial Statements

Estimated amortization expense for both goodwill and franchise agreements for the subsequent five years is as follows:

2023	\$	50,863,821
2024		49,904,126
2025		49,904,126
2026		49,904,126
2027		49,904,126
Thereafter		242,769,174
Total future amortization expense		\$ 493,249,501

The changes in the carrying amount of goodwill as of December 25, 2022 and December 26, 2021 are as follows:

	December 25, 2022	December 26, 2021
Balance at beginning of period	\$ 330,398,559	\$ -
Goodwill contributed at time of securitization	-	344,881,254
Amortization	(35,144,674)	(14,482,695)
Balance at end of period	\$ 295,253,884	\$ 330,398,559

5. Off-Market Agreement Liability

The off-market agreement liability represents five franchise agreements with terms below the prevailing market royalty rates. The liability is amortized over the term of the respective franchise agreements to revenue.

6. Related Party Transactions

The Company has material ongoing transactions with the Issuer, Manager, and other direct and indirect subsidiaries of the Parent.

The Company is a sub-guarantor of the Offered Notes and VFN Notes (Note 3) held by the Issuer and substantially all assets serve as collateral of Issuer-held debt.

As discussed in Note 3, the Company entered into the Management Agreement with the Manager to perform certain services on behalf of the Company. For the 52-week period ended December 25, 2022 and the 21-week period ended December 26, 2021, the Company incurred \$6,704,000 and \$2,459,000, respectively, in management fees.

Funds needed to service debt are distributed to Issuer.

NBC Franchisor LLC
Notes to Financial Statements

7. Concentration of Credit Risk

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

8. Subsequent Events

In preparing these financial statements, the Company evaluated events that occurred through April 24, 2023, the date these financial statements were available to be issued, for potential recognition or disclosure. There have been no other material events noted during this period that would either impact the results reflected herein or the Company's results going forward.

EXHIBIT E TO THE DISCLOSURE DOCUMENT
OPERATIONS MANUAL TABLE OF CONTENTS



Confidential

Operations Manual

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**EXHIBIT F TO THE DISCLOSURE DOCUMENT
LISTS OF FRANCHISEES**

OPEN US FRANCHISEES AS OF DECEMBER 25, 2022

State	City/State	Entity Name	Street Address	City	Zip Code	Contact First Name	Contact Last Name	Bakery Telephone	Multi-Unit Developer
Alabama	Birmingham, AL	Hole Lot of Cakes Inc.	310 Summit Blvd Suite 100	Birmingham	35243	Carrie	McFerran	(205) 972-9222	*
Alabama	Hoover, AL	Hole Lot of Cakes Inc.	3780 Riverchase Village Suite 600	Hoover	35244	Carrie	McFerran	(205) 538-7602	*
Alabama	Huntsville, AL		2710 Carl T Jones Dr	Huntsville	35802	Ayesha	Patel	(256) 585-2023	
Alabama	Mobile, AL	DOXA CIASTO LLC	3255 Airport Blvd Suite 120	Mobile	36606	Jack	Gabriel	(251) 308-0530	*
Alabama	Tuscaloosa, AL	T-Town NBC, LLC	1395 McFarland Blvd East	Tuscaloosa	35404	Melinda	Mason	(205) 539-1630	*
Arizona	Gilbert, AZ	The Hole Cake, LLC	2285 E Baseline Rd #103	Gilbert	85234	Jan	Newton	(480) 892-1667	
Arizona	Glendale, AZ	DBR Cakes, LLC	5890 W Thunderbird Rd Suite 103	Glendale	85308	Robert	Kelly	(602) 938-9866	*
Arizona	Goodyear, AZ	RBN Cakes, LLC	13824 W McDowell Rd Suite 106	Goodyear	85395	Robert	Kelly	(623) 547-7415	*
Arizona	Phoenix-Ahwatukee, AZ	SSOH Cake LLC	4722 E Ray Rd #14	Phoenix	85044	Omar	Hajee	(480) 753-1121	
Arizona	Phoenix-Central, AZ	Holee Cakes, LLC	4290 E Indian School Suite 101	Phoenix	85018	Sue	Singer	(602) 954-4041	*
Arizona	Scottsdale, AZ	Suzie Q Sweets	17025 N Scottsdale Rd Suite 110	Scottsdale	85255	Sue	Singer	(480) 502-8900	*
Arizona	Surprise, AZ	BNR Cakes, LLC	15332 W Bell Rd Suite 121	Surprise	85374	Robert	Kelly	(623) 200-5441	*
Arizona	Tucson, AZ	Cactus Cakes Too, LLC	5420 E Broadway Blvd Suite 254	Tucson	85711	Kay	Stubbs	(520) 790-2253	*
Arizona	Tucson-Oro Valley, AZ	Cactus Cake Corp.	7278 N Oracle Rd	Tucson	85704	Kay	Stubbs	(520) 742-4072	*
Arkansas	Fort Smith, AR	B.R. Murphy Enterprises II, Inc.	4191 Phoenix Avenue Suite 27	Fort Smith	72903	Brian	Murphy	(479) 431-4487	

State	City/State	Entity Name	Street Address	City	Zip Code	Contact First Name	Contact Last Name	Bakery Telephone	Multi-Unit Developer
Arkansas	Jonesboro, AR	Cake Joint LLC	2100 E. Highland Suite 200	Jonesboro	72401	Andy	Patel	(870) 558-5689	
Arkansas	Little Rock, AR	Little Rock Cakes LLC	12312 Chenal Pkwy Suite 2	Little Rock	72211	Stacy	Lindsey	(501) 904-5151	
Arkansas	Rogers (NW Arkansas), AR	Pigtown Bakery, LLC	4409 W Walnut St	Rogers	72756	Shannon	Neece	(479) 636-0223	
California	Anaheim-Orange, CA	The Bundtastic Encore	1503 E Katella Ave	Orange	92867	Trinh	Hinson	(714) 769-2000	*
California	Bakersfield, CA	FDRC	600 Coffee Rd Suite S & T	Bakersfield	93309	Chiral	Desai	(661) 379-8120	*
California	Brea, CA	Bundtastic Trio	1050 E Imperial Hwy Suite C2 & C3	Brea	92821	Trinh	Hinson	(714) 529-1519	*
California	Brentwood, CA	VegasRose, LLC	6061-B Lone Tree Way Suite B	Brentwood	94513	Nicole	Sanciangco	(925) 265-6792	*
California	Chico, CA	Centennial Summit Industries, Inc.	2061 Dr. Martin Luther King Jr Pkwy Suite 167	Chico	95928	Keith	Bussey	(530) 636-7776	
California	Chino Hills, CA	Hey Batter Batter Frost, LLC	4200 Chino Hills Pkwy Suite 395	Chino Hills	91709	Esther	Cuellar	(909) 393-4622	
California	Corona, CA	Cake Love Co.	926 E Ontario Ave Suite 104	Corona	92881	Travay	Roberts	(951) 278-2253	
California	Corte Madera, CA	Nothing Bundt Cakes, LLC	47 Tamal Vista Blvd Suite G	Corte Madera	94925	Alisa	Greene	(415) 924-2500	*
California	Costa Mesa, CA	T&E's Cake Shop, Inc.	270 E 17th St #4	Costa Mesa	92627	Martin	Rocha	(949) 642-2900	
California	Daly City, CA	Lam and Pang LLC	221 Lake Merced Blvd	Daly City	94015	Jane	Pang	(650) 756-8880	
California	Dublin, CA	RK Cakes, LLC	7106 Dublin Blvd	Dublin	94568	Nicole	Sanciangco	(925) 803-9210	*
California	Elk Grove, CA	Tim's Cakery, LLC	8234 Laguna Blvd Suite 130	Elk Grove	95758	Irfan	Mehmood	(916) 478-9866	*
California	Emeryville, CA	Sweet Success, LLC	5745 Christie Ave	Emeryville	94608	Alisa	Greene	(510) 923-2253	*
California	Folsom, CA	Trey's Cake Shop, Inc.	2793 E Bidwell St Suite 200	Folsom	95630	Ralph	Barton	(916) 984-4383	*
California	Fremont, CA	FDRC, LLC	39052 Fremont Hub	Fremont	94538	Chiral	Desai	(510) 791-1645	*

State	City/State	Entity Name	Street Address	City	Zip Code	Contact First Name	Contact Last Name	Bakery Telephone	Multi-Unit Developer
California	Fresno-Clovis, CA	Linka Corporation	635 W Herndon Ave Suite 100	Clovis	93612	Linda	Stuve	(559) 298-7698	*
California	Fresno-West, CA	Linka Corporation	6493 N Riverside Dr Suite 101	Fresno	93722	Linda	Stuve	(559) 214-0145	*
California	Glendale, CA	Bonnie B's Sweet Beginnings, Inc.	215 N Glendale Ave	Glendale	91206	Bonnie	Abel	(818) 945-9010	*
California	Granada Hills, CA	Sunny States Cakes Too, LLC	18011 Chatsworth St	Granada Hills	91344	Jennifer	Zeidler	(818) 643-2332	*
California	Huntington Beach, CA	Cinderellee Cakes, LLC	16340 Beach Blvd	Westminster	92683	Sean	Tripp	(714) 465-1000	*
California	Irvine-Tustin, CA	The Bundt Cakery, LLC	2875 Park Ave	Tustin	92782	Trinh	Hinson	(714) 258-2253	*
California	La Quinta, CA	Desert Delights, Inc	46-660 Washington Street Suite 10	La Quinta	92253	Jeffrey	Troppe	(760) 501-2220	*
California	La Verne, CA	Holesome Cakes, Inc.	2084 Foothill Blvd Suite H	La Verne	91750	Anh	Le	(909) 392-2253	*
California	Laguna Hills, CA	KCCO, LLC	26534 Moulton Pkwy #E	Laguna Hills	92653	Sean	Tripp	(949) 238-8700	*
California	Los Gatos, CA	Los Gateaux, LLC	421 N Santa Cruz Ave	Los Gatos	95030	Jeff	Joseph	(408) 395-2959	*
California	Manhattan Beach, CA	McDonald Cake	1570-Q Rosecrans Ave Suite Q	Manhattan Beach	90266	Ralph	Barton	(310) 297-9530	*
California	Menifee, CA	Copperhead Cakes, Inc.	30143 Haun Rd	Menifee	92584	Carol	Badal	(951) 566-4441	
California	Millbrae-Burlingame, CA	TAWAH Inc.	140 S El Camino Real	Millbrae	94030	Ralph	Basch	(650) 552-9625	*
California	Milpitas, CA	Koelbl West Enterprises 2 Corp	597 E Calaveras	Milpitas	95035	Debbie	Koelbl	(669) 306-7671	*
California	Mission Viejo, CA	J&A's Cake Shop, Inc	27746-A Santa Margarita Pkwy	Mission Viejo	92691	Ralph	Barton	(949) 859-1377	*
California	Modesto, CA	J T Golf Enterprises, Inc.	2100 Staniford Ave Suite E17-18	Modesto	95350	Wendy	Stuart	(209) 524-2253	
California	Palm Desert, CA	Desert Delights Inc.	72216 Hwy 111 Suite F3	Palm Desert	92260	Jeffrey	Troppe	(760) 346-3440	*

State	City/State	Entity Name	Street Address	City	Zip Code	Contact First Name	Contact Last Name	Bakery Telephone	Multi-Unit Developer
California	Pasadena, CA	Masterwork Enterprises	548 S Lake Ave	Pasadena	91101	Ingrid	Kuo	(626) 792-8200	*
California	Rancho Cucamonga, CA	Hole Lot "O" Cakes LLC	7325 Day Creek Blvd #B-103	Rancho Cucamonga	91739	Anh	Le	(909) 899-5100	*
California	Redlands, CA	BATB, Inc.	540 W Stuart Suite B100	Redlands	92374	Annamarie	Megrdochian	(909) 335-2253	*
California	Riverside, CA	BATB Inc	3639 Riverside Plaza Dr #502	Riverside	92506	Annamarie	Megrdochian	(951) 787-1885	*
California	Rosemead, CA	Picketz Fences, LLC	3628 Rosemead Blvd	Rosemead	91770	Ingrid	Kuo	(626) 495-9550	*
California	Roseville, CA	Amy's Cake Shop, Inc.	1112 Galleria Blvd Suite 140	Roseville	95678	Ralph	Barton	(916) 780-2253	*
California	Sacramento, CA	TC2, Inc.	2511B Fair Oaks Blvd	Sacramento	95825	David	Leuterio	(916) 515-8386	
California	Sacramento-Natomas, CA	Tims Cakery 2, LLC	3880 Truxel Rd Suite 100	Sacramento	95834	Irfan	Mehmood	(916) 882-8638	*
California	San Carlos, CA	CRCK, Inc.	864 Laurel St	San Carlos	94070	Ralph	Basch	(650) 592-1600	*
California	San Clemente, CA	Keller Cake Co, LLC	638 Camino de Los Mares Suite 18	San Clemente	92673	Jim	Keller	(949) 649-2290	
California	San Jose-Evergreen, CA	Koelbl West Enterprises, Inc.	2721 Aborn Rd Suite 10	San Jose	95121	Debbie	Koelbl	(408) 238-7500	*
California	San Jose-Willow Glen, CA	Bad Cat Creations, LLC	1702 Meridian Ave Suite B	San Jose	95125	Angela	Simas	(408) 448-1000	
California	San Leandro, CA	RK Cakes	699 Lewelling Blvd #210	San Leandro	94579	Nicole	Sanciango	(510) 895-4422	*
California	Santa Barbara-Goleta, CA	Taloose Enterprises, Inc.	5784 Calle Real	Goleta	93117	Terre	Downey	(805) 845-4899	*
California	Santa Cruz-Capitola, CA	Retro Enterprises, LLC	3555 Clares St Suite YY	Capitola	95010	Jeff	Joseph	(831) 476-8773	*
California	Santa Maria, CA	Bundtbluff Enterprises, Inc.	499 E Betteravia Road	Santa Maria	93454	Terre	Downey	(805) 345-2777	*
California	Santa Rosa, CA	The Hole Cake II, LLC	266 Coddington Shopping Center	Santa Rosa	95401	Waverly	Newton-Kenny	(707) 708-4800	
California	Sherman Oaks, CA	Stokes Industries, LLC	14622 Ventura Blvd Suite 104	Sherman Oaks	91403	Tamika	Stokes	(818) 783-7800	

State	City/State	Entity Name	Street Address	City	Zip Code	Contact First Name	Contact Last Name	Bakery Telephone	Multi-Unit Developer
California	Stockton, CA	Makin" Cake, LLC	128 Lincoln Center	Stockton	95207	Mike	Robinson	(209) 957-2253	
California	Sunnyvale, CA	FDRC, LLC	939 W El Camino Real	Sunnyvale	94087	Chiral	Desai	(408) 749-7000	*
California	Temecula, CA	Temecula Cake Store, Inc.	27540 Ynez Rd Unit J1	Temecula	92591	Tate	Parker	(951) 676-5284	
California	Thousand Oaks, CA	JM Cakes, LLC	1610 Thousand Oaks Blvd Suite D	Thousand Oaks	91362	Justin	Marmon	(805) 446-3082	
California	Torrance, CA	M&T"s Cake Shop Inc	5205 Pacific Coast Hwy Unit B/C	Torrance	90505	Ralph	Barton	(310) 373-2443	*
California	Valencia, CA	Sunny States Cakes, LLC	24278 Valencia Blvd	Valencia	91355	Jennifer	Zeidler	(661) 291-2424	*
California	Ventura, CA	Stack Enterprises, Inc.	1794 S Victoria Ave Suite A	Ventura	93003	Tom	Downey	(805) 918-4560	
California	Victorville, CA	Cake It Easy, LLC	14329 Bear Valley Road Suite #5	Victorville	92392	Cindy	Hak	(760) 800-2253	
California	Visalia, CA	Linka Corporation	2040 S Mooney Blvd Suite 1	Visalia	93277	Linda	Stuve	(559) 931-9799	*
California	Walnut Creek, CA	RK Cakes-Walnut Creek	1551 Botelho Dr	Walnut Creek	94596	Nicole	Sanciango	(925) 979-9131	*
California	West Covina, CA	KC Exquisite Cakes, Inc.	1012 W Covina Pkwy	West Covina	91790	Kyoung	Kim	(626) 653-9400	
California	West Hills, CA	Bonnie B"s Sweet Beginnings	6524 Platt Ave	West Hills	91307	Jeff	Abel	(818) 340-2253	*
Colorado	Aurora (Southlands), CO	Dan Kat, LLC	23973 E Prospect Ave Suite B	Aurora	80016	Dana	Weddle	(303) 627-5730	
Colorado	Boulder, CO	Boulder Bakery Company, LLC	2710 Arapahoe Ave	Boulder	80302	Amy	Long	(720) 638-3392	
Colorado	Castle Rock, CO	Hannah"s Sweets LLC	2240 Mercantile Street Ste 101	Castle Rock	80109	Hannah	Loendorf	(719) 220-5651	
Colorado	Colorado Springs-East, CO	Mom & Papa LLC	5925 Dublin Blvd Suite 170	Colorado Springs	80923	Nashonna	Windsor	(719) 596-9223	*
Colorado	Colorado Springs-West, CO	Mom & Papa LLC	5086 North Nevada Suite 120	Colorado Springs	80918	Nashonna	Windsor	(719) 599-4112	*
Colorado	Denver-Cherry Creek, CO	Be Rilly Sweet, LLC	1685 S Colorado Blvd Suite Q3	Denver	80222	Ginger	Benton	(720) 630-7864	*

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Colorado	Fort Collins, CO	Jack & Jill Inc	3300 S College Ave Suite 180	Fort Collins	80525	Jill	Tregenza	(970) 229-6161	
Colorado	Grand Junction, CO	WS Piece of Cake, LLC	2536 Rimrock Avenue, Suite 300	Grand Junction	81505	Erin	Gordon	(970) 773-9400	
Colorado	Littleton, CO	Be Rilly Sweet, LLC	8116 W Bowles Ave Suite C	Littleton	80123	Ginger	Benton	(303) 973-3435	*
Colorado	Lone Tree, CO	Esprit D Initiative, LLC	7508 E Parkway Dr Suite 200	Lone Tree	80124	Dea	Kreisman	(303) 925-1600	
Colorado	Longmont, CO	Longmont NB Cakes, LLC	1242 S Hover St A-100	Longmont	80501	Patti	Yakel	(720) 681-6701	
Colorado	Westminster, CO	C.I.M., LLC	10449 Town Center Dr Suite 500	Westminster	80021	Lauren	Robydek	(303) 248-7224	
Connecticut	Stamford, CT	Team Coffee Cake, LLC	838 High Ridge Road	Stamford	06905	Ann	Folger	(475) 200-9909	
Connecticut	West Hartford, CT	A Bite of Joy, Inc.	1481 New Britain Avenue	W Hartford	06110	Traci	Halky	(860) 596-6336	
Delaware	Wilmington-Brandywine, DE	Swanderful Too, LLC	5601 Concord Pike	Wilmington	19803	David	Swan	(302) 268-8788	
Florida	Aventura, FL	Sicre Enterprises III, Inc.	15400 Biscayne Blvd Suite 112	North Miami Beach	33160	Margarita	Sicre	(305) 974-4536	
Florida	Boca Raton, FL	Ambrosial Bakery Two, Inc.	8194 Glades Rd	Boca Raton	33434	Scott	Mershon	(561) 788-7311	
Florida	Clearwater, FL	Fundy Cakes Too LLC	2543 Countryside Blvd Suite 4	Clearwater	33761	Maureen	Funk	(727) 472-0410	*
Florida	Clermont, FL	Clermont Cakes, LLC	1670 E Highway 50 Suite B	Clermont	34711	Rob	Shuffield	(352) 717-0177	*
Florida	Coral Springs, FL	Mathaika Enterprises III, LLC	1949 N University Dr	Coral Springs	33071	Nastazia	LaGuerre	(954) 507-4527	
Florida	Destin, FL	Panhandle Cakes, LLC	985 Highway 98 Suite D	Destin	32541	Kevin	Arnold	(850) 299-9472	
Florida	Doral, FL	Sicre Enterprises IV, Inc.	2100 NW 107th Ave Suite #105	Miami	33172	Monica	Reckert	(786) 471-3632	
Florida	Fort Lauderdale, FL	Mathaika Enterprises III, LLC	2392 North Federal Highway	Fort Lauderdale	33305	Dennis	Wellert	(954) 228-1660	

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Florida	Fort Myers, FL	Anytime Cakes Inc.	9345 Ben C Pratt Six Mile Cypress Pkwy Suite 100	Fort Myers	33966	Larry	Weber	(239) 766-7005	
Florida	Gainesville, FL	Quick Cakes GNV LLC	3228 SW 35th Blvd	Gainesville	32608	Amber	Robinson	(352) 415-0457	
Florida	Jacksonville (SE), FL	Cake 4 Partners, Inc.	9925 San Jose Blvd Unit #3	Jacksonville	32257	Shellie	Taylor	(904) 404-8715	*
Florida	Jacksonville- Orange Park, FL	Heart & Cake, LLC	8635 Blanding Blvd Suite 202A	Jacksonville	32244	Doreen	Johnson	(904) 512-7580	
Florida	Jacksonville, FL	Cake 4 Partners, Inc.	13470-3 Beach Blvd	Jacksonville	32224	Shellie	Taylor	(904) 677-4112	*
Florida	Lake Mary, FL	Lake Mary Cakes LLC	1109 International Pkwy Suite 1621	Lake Mary	32746	Rob	Shuffield	(407) 688-1121	*
Florida	Lakeland-South, FL	Lakeland Cakes, LLC	4754 S. Florida Ave	Lakeland	33813	Robert	Shuffield	(863) 345-7922	*
Florida	Melbourne - Viera, FL	Best Cakes, Inc.	2261 Town Center Avenue Suite 117	Melbourne	32940	Teri	Hirsch	(321) 329-1441	
Florida	Miami-Kendall, FL	SICRE Enterprises, LLC	12030 SW 88th St	Miami	33186	John	Reckert	(305) 279-5530	*
Florida	Miami-Pinecrest, FL	SICRE Enterprises II	9487 South Dixie Hwy	Miami	33156	John	Reckert	(305) 667-3105	*
Florida	Naples, FL	Quattro Venti, LLC	1410 Pine Ridge Rd Suite 9	Naples	34108	Karen	Vazquez	(239) 294-2484	
Florida	Orlando-Sand Lake, FL	Orlando Cakes, LLC	7339 W Sand Lake Rd Suite 418	Orlando	32819	Robert	Shuffield	(407) 720-3839	*
Florida	Orlando-Waterford Lakes, FL	Waterford Cakes, LLC	626 N Alafaya Tr Suite 104	Orlando	32828	Robert	Shuffield	(407) 203-6479	*
Florida	Orlando-Winter Park, FL	Lili's Fanci Cakes, LLC	415 N Orlando Ave Suite 101	Winter Park	32789	Lisa	Jones	(407) 628-4001	
Florida	Ormond Beach, FL	Avanya Inc.	1425 W Granada Blvd, Suite #6	Ormond Beach	32176	Yamini	Desai	(386) 610-2875	
Florida	Palm Beach Gardens, FL	Sweet E.D.G.E. Palm Beach Gardens, LLC	4250 Northlake Blvd	Palm Beach Gardens	33410	Pam	Teller	(561) 968-5100	*
Florida	Pembroke Pines, FL	Epic Cake, LLC	11966 Pines Blvd	Pembroke Pines	33026	Jorge	Valadez	(954) 998-4167	
Florida	Pensacola, FL	Holeycakes, LLC	501 E Gregory St	Pensacola	32502	Dana	Haller	(850) 607-7557	

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Florida	Riverview, FL	Brandon Cakes, LLC	11238 Sullivan St	Riverview	33578	Robert	Shuffield	(813) 409-2394	*
Florida	Sarasota, FL	Kelly's Kakes, LLC	5354 Fruitville Rd	Sarasota	34232	Kelly	Erdmann	(941) 552-8078	
Florida	St Petersburg, FL	Bundts of St Pete, LLC	2458 4th Street North	St Petersburg	33704	Scott	Loden	(727) 677-9800	
Florida	Sunrise, FL	The Cake Girls FL, LLC	143 NW 136th Ave	Sunrise	33325	Dannie	Augustin	(954) 960-3737	
Florida	Tallahassee, FL	Smarty Cakes Inc.	346 S Magnolia Dr #1	Tallahassee	32301	Marty	Newman	(850) 765-5188	
Florida	Tampa-Carrollwood, FL	For Goodness Cake Inc.	13252 N Dale Mabry Hwy	Tampa	33618	Tammy	Mencia	(813) 999-4024	*
Florida	Tampa-South, FL	Funky Cakes Inc	1155 S Dale Mabry Hwy Suite 5	Tampa	33629	Maureen	Funk	(813) 515-6891	*
Florida	The Villages - Lady Lake, FL	It is Torte, LLC	988 Bichara Blvd Lady Lake, FL 32159	The Villages		Lynn	Ricciardi	(352) 915-2010	
Florida	Wellington-Royal Palm Beach, FL	Treasured Cakes, Inc.	171 S State Road 7 #300	Royal Palm Beach	33414	Cameron	Diviak	(561) 530-4529	
Florida	Wesley Chapel, FL	It's A Sweet Life, LLC	28345 Willet Way	Wesley Chapel	33543	Tammy	Mencia	(813) 536-1447	*
Georgia	Alpharetta, GA	ZAGS Enterprises Inc.	5230 Windward Pkwy Suite 102	Milton	30004	Gloria	Mattei	(678) 366-1445	*
Georgia	Athens, GA	The Next Big Thing, LLC	1021 Dowdy Rd Suite 101	Athens	30606	Heidi	Young	(706) 400-6950	
Georgia	Cumming, GA	23 Productions, LLC	410 Peachtree Pkwy Suite 104	Cumming	30041	Jig	Patel	(470) 839-2985	
Georgia	Douglasville, GA	Double L Enterprises III, LLC	2911 Chapel Hill Rd Suite 220	Douglasville	30135	Laurie	Shepherd	(770) 919-4141	
Georgia	East Point, GA	Mrs Sweets Two, LLC	3645 Marketplace Boulevard Suite 120	East Point	30344	Missy	Moon	(770) 215-0138	*
Georgia	Evans (Augusta), GA	Susie Q's Sweets, Inc.	4217 Washington Rd Suite 7	Evans	30809	Susan	See	(706) 810-8188	*
Georgia	Gainesville, GA	The Janman Group Gainesville LLC	1979 Jesse Jewell Parkway Suite 104	Gainesville	30501	Kristi	Janman	(706) 807-6670	*
Georgia	Kennesaw, GA	Janman & Janman Inc.	1985 Cobb Pkwy NW Suite 120	Kennesaw	30152	Kristi	Janman	(678) 737-2253	*

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Georgia	McDonough, GA	All 4 Them, LLC	127 South Point Blvd	McDonough	30253	Jackie	Schwendinger	(770) 629-8358	
Georgia	Newnan, GA	MRS SWEETS, LLC	371 Newnan Crossing Bypass #102	Newnan	30263	Missy	Moon	(770) 626-0130	*
Georgia	Sandy Springs, GA	ZAGS Sandy Springs, Inc.	5975 Roswell Rd Suite A-103	Sandy Springs	30328	Gloria	Mattei	(404) 236-2114	*
Georgia	Savannah, GA	Kim's Cakes, LLC	1801 E Victory Dr Suite 102	Savannah	31404	Kim	Cregger	(912) 809-6722	
Georgia	Smyrna, GA	Janman and Janman, Inc.	400 Village Green Circle Suite 100	Smyrna	30080	Kristi	Janman	(678) 841-0130	*
Georgia	Snellville, GA	Kasi Productions, LLC	2118 Scenic Hwy N Suite E	Snellville	30078	Divyesh	Patel	(770) 674-4636	
Georgia	Tucker, GA	Habibi Group Inc.	4280 Lavista Rd Suite C-115	Tucker	30084	Charlie	Shabazz	(770) 270-5695	
Georgia	Warner Robins, GA	RaeLynne, LLC	810 SR 96 Suite 1400	Warner Robins	31088	Sandy	Kahley	(478) 209-2352	
Georgia	Woodstock, GA	The Janman Group Woodstock, LLC	285 Ridgewalk Parkway Suite 104	Woodstock	30188	Kristi	Janman	(404) 383-0357	*
Idaho	Boise-Meridian, ID	JS Cakes, Inc.	1400 N Eagle Rd #106	Meridian	83642	Shannon	Cline	(208) 853-2253	
Illinois	Algonquin, IL	NBC Franchises, LLC	2529 County Line Rd	Algonquin	60102	Daniel	Sorensen	(224) 678-7093	
Illinois	Bloomington, IL	The Spilman Group, LLC	2109 Veterans Pkwy #13	Bloomington	61704	Theo	Spilman	(309) 434-5735	*
Illinois	Champaign, IL	Another Sweet Event, Inc.	408 W Town Center Blvd	Champaign	61822	Mila	Fuller	(217) 888-2253	
Illinois	Chicago-Lincoln Park, IL	Cake Matters More, Inc.	1953 N Clybourn Ave Suite G	Chicago	60614	Jeffrey	Reynolds	(773) 697-9263	*
Illinois	Darien, IL	Darien Cakes, LLC	7517 S Cass Ave	Darien	60561	Ashley	Davies	(630) 541-8725	*
Illinois	Deerfield, IL	Baby's Got Bundt, Inc.	190 Waukegan Rd	Deerfield	60015	Neil	Goldberg	(847) 315-9077	
Illinois	Elmhurst, IL	Elmhurst Cakes, LLC	355 S Route 83	Elmhurst	60126	Ashley	Davies	(630) 225-8300	*
Illinois	Fairview Heights, IL	Team Fricke Inc	5915 N Illinois St	Fairview Heights	62208	Aaron	Fricke	(618) 416-8002	
Illinois	Geneva, IL	Geneva Cakes, LLC	1086 Commons Dr	Geneva	60134	Ashley	Davies	(630) 402-0311	*

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Illinois	Gurnee, IL	Blair Bakery, LLC	6951 W Grand Ave Unit 10	Gurnee	60031	Troy	Blair	(224) 637-8444	
Illinois	Kildeer (Deer Park), IL	Joyful Bites, Inc.	20413 N Rand Rd Suite 104	Kildeer	60074	Caryn	Simons	(847) 847-1784	*
Illinois	La Grange, IL	SLC Corp	30 N LaGrange Rd	LaGrange	60525	Steve	Silverman	(708) 352-9000	
Illinois	Mokena (Frankfort), IL	Feldmans Cakes, LLC	11225 US-30	Mokena	60448	Bob	Feldman	(815) 642-5754	*
Illinois	Mt Prospect, IL	RH Cakes of Mount Prospect, LLC	1071 N Elmhurst Rd #M-103	Mt Prospect	60056	Faisal	Raja	(847) 253-2253	*
Illinois	Naperville, IL	Elite Cakes of Naperville, LLC	2860 Showplace Dr Suite 106	Naperville	60564	Faisal	Raja	(630) 857-3030	*
Illinois	Oak Lawn, IL	Cake Matters Inc	10912 S Cicero Ave	Oak Lawn	60453	Jeffrey	Reynolds	(708) 422-7449	*
Illinois	Orland Park, IL	BBS Feldman"s Cakes	14360 S La Grange Rd Unit A	Orland Park	60462	Bob	Feldman	(708) 949-8885	*
Illinois	Peoria, IL	Lodoc, LLC	7528 N Grand Prairie Drive Suite B	Peoria	61615	Laura	Glossop	(309) 286-3083	
Illinois	Plainfield-Shorewood, IL	Elite Cakes of Naperville, LLC	207 Vertin Blvd	Shorewood	60404	Faisal	Raja	(815) 782-8930	*
Illinois	Rockford, IL	JKD Sugar & Spice, Inc.	881 S Perryville Rd Suite 200	Rockford	61108	Jana	Caulk	(815) 580-8170	
Illinois	Skokie-Evanston, IL	Joyful Bites Inc.	9719 Skokie Blvd	Skokie	60077	Caryn	Simons	(847) 763-5000	*
Illinois	Springfield, IL	The Spilman Group, LLC	2476 Wabash Ave	Springfield	62704	Theo	Spilman	(217) 210-7450	*
Illinois	Vernon Hills, IL	Lee Phamily Group, LLC	701 N Milwaukee Ave Suite 312	Vernon Hills	60061	Vicki	Lee	(224) 206-7716	
Illinois	Wheaton, IL	Wheaton Cakes, LLC	421 Town Square	Wheaton	60189	Ashley	Davies	(630) 480-7049	*
Indiana	Avon, IN	All Sweet in Avon, LLC	9819 E. U.S. Hwy 36	Avon	46123	Lisa	Roberts	(317) 973-7716	*
Indiana	Fishers, IN	Frosted in Fishers, LLC	11680 Commercial Dr Suite 500	Fishers	46038	Lisa	Roberts	(317) 516-4925	*
Indiana	Fort Wayne, IN	J&J Joybites LLC	6409 Lima Rd	Fort Wayne	46818	Jennifer	Henricks	(260) 209-4015	
Indiana	Greenwood, IN	Baking Dreams Come True, LLC	3113 W Smith Valley Rd Suite B	Greenwood	46142	Leann	Brown	(317) 300-7158	

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Indiana	Indianapolis-Keystone, IN	Two Sweet, Inc.	8505 Keystone Crossing	Indianapolis	46240	Cody	Selman	(317) 559-2632	*
Indiana	Jeffersonville, IN	Jeffersonville Cakes LLC	4229 Town Center Blvd	Jeffersonville	47130	Christine	Browne	(812) 288-1154	*
Indiana	Merrillville, IN	Let Us Baker 2, LLC	2871 E 81st Avenue	Merrillville	46410	Valerie	Warnell	(219) 444-0615	
Indiana	Schererville, IN	Let Us Bake, LLC	69 US-41 Suite 315	Schererville	46375	Valerie	Jackson	(219) 300-8570	
Indiana	South Bend - Mishawaka, IN	Bolden Holdings LLC	5325 Grape Rd Suite B	Mishawaka	46545	Erin	Bolden	(574) 413-9040	
Indiana	West Lafayette, IN	Lafayette Feldman's Cakes, LLC	1056 B Sagamore Pkwy W	West Lafayette	47906	Bob	Fedlman	(765) 838-3002	*
Indiana	Zionsville-Whitestown, IN	Two Sweet 2, LLC	6424 Whitestown Parkway	Whitestown	46075	Cody	Selman	(317) 559-2750	*
Iowa	Clive (West Des Moines), IA	Hole Lotta Yum, LLC	1255 NW 128th St Suite 300	Clive	50325	Sharon	Hansen	(515) 223-2239	*
Iowa	Coralville - Iowa City, IA	Rayney Starr, LLC	2611 James St Suite 100	Coralville	52241	Melissa	Ingle	(319) 800-0980	
Iowa	Davenport, IA	633 Holdings, LLC	3020 E 53rd Street	Davenport	52807	Heather	Sowards	(563) 396-1390	
Iowa	Dubuque, IA	4:13 Cakes Inc.	190 John F Kennedy Road Suite C	Dubuque	52002	Danielle	Stoll	(563) 291-2100	
Kansas	Mission, KS	Sunflower Cakes LLC	6850 Johnson Dr	Mission	66202	Jim	Edwards	(913) 384-2707	*
Kansas	Olathe, KS	KCakes, LLC	15151 W 119th St Suite E08	Olathe	66062	Joey	Devine	(913) 839-1400	
Kansas	Overland Park, KS	Kansas Cakes, LLC	13420 Metcalf	Overland Park	66213	Jim	Edwards	(913) 239-0252	*
Kansas	Topeka, KS	CJ Bakery, Inc.	2121 SW Wanamaker Rd Suite 101A	Topeka	66614	Connie	Casper	(785) 940-4080	
Kansas	Wichita-East, KS	RYDM, Inc.	2035 N Rock Rd Suite 113	Wichita	67206	Yolanda	Hamilton	(316) 652-2253	
Kentucky	Florence, KY	Sweet E.D.G.E. Florence, LLC	4960 Houston Rd Suite C	Florence	41042	Pam	Teller	(859) 594-2292	*
Kentucky	Lexington-SW, KY	KIRMEL LLC	2358 Nicholasville Rd	Lexington	40503	Melanie	Leach	(859) 368-9402	
Kentucky	Louisville-Middletown, KY	Louisville Cakes, LLC	12949 Shelbyville Rd Suite 101	Louisville	40243	Christine	Browne	(502) 874-5848	*

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Kentucky	Louisville-St. Matthews, KY	CTB Cakes LLC	4505 Shelbyville Rd Suite 100	Louisville	40207	Christine	Browne	(502) 835-2001	*
Louisiana	Bossier City, LA	DOXA Beannaithe, LLC	2501 Beene Blvd Suite 700	Bossier City	71111	Jack	Gabriel	(318) 666-9041	*
Louisiana	Covington (Northshore), LA	Northshore Cakes LLC	1111 Greengate Dr #D	Covington	70433	Mary Kay	Morel	(985) 888-6555	
Louisiana	Lafayette, LA	BG Bundt, LLC	1700 Kaliste Saloom Rd Bldg 1, Suite 101	Lafayette	70508	Beth	Champagne	(337) 983-0622	
Louisiana	Lake Charles, LA	LC Cakery, LLC	4740 Nelson Rd Suite 300	Lake Charles	70605	Trinh	Pham	(337) 223-4742	*
Louisiana	Metairie, LA	Nola Che LLC	3131 Veterans Memorial Blvd #100	Metairie	70002	Lam	Tran	(504) 645-5499	
Louisiana	New Orleans, LA	Fluer de Gateau LLC	4839 Prytania St	New Orleans	70115	Carrie	Herbert	(504) 267-4652	
Louisiana	Shreveport, LA	DOXA Caddo, LLC	7423 Youree Dr #300	Shreveport	71105	Jack	Gabriel	(318) 798-6535	*
Maine	Scarborough, ME	JCTG Enterprises, LLC	550 Gallery Blvd Unit D	Scarborough	04074	Jonathan	Carr	(207) 464-2057	
Maryland	Annapolis, MD	JJRhenn Company	1901 Towne Centre Blvd Suite 130	Annapolis	21401	Rhonda	Rogers	(443) 775-7979	
Maryland	Bethesda, MD	Watson Works II, LLC	8209 Wisconsin Ave	Bethesda	20814	Verelyn	Gibbs-Watson	(240) 297-1976	*
Maryland	Columbia, MD	Holy Cakes, LLC	10730 Little Patuxent Pkwy	Columbia	21044	Alice	Pax	(410) 587-0670	
Maryland	Gaithersburg, MD	Watson Works LLC	12133 Darnestown Rd	Gaithersburg	20878	Verelyn	Gibbs Watson	(240) 224-7440	*
Maryland	Owings Mills, MD	M.E., LLC	9147 Reisterstown Road	Owings Mills	21117	Margo	Hunter	(410) 413-7940	
Maryland	Silver Spring, MD	Hoerster, LLC	9462 Georgia Ave	Silver Spring	20910	Katheryn	Hoerster	(301) 383-8771	
Maryland	Woodmore-Glenarden, MD	BD Enterprises, LLC	9301 Woodmore Centre Drive Suite 511	Glenarden	20706	Nicole	Dollison Blake	(301) 851-0885	
Massachusetts	Burlington, MA	CTN Cakery LLC	6 Wayside Rd N-121B	Burlington	01803	Christopher	Nguyen	(781) 382-9150	
Massachusetts	Newton, MA	Gibbs Cake Shop, Inc.	170 Needham St	Newton	02461	Ralph	Barton	(617) 336-7526	*

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Massachusetts	Peabody, MA	That Taste is Profound, LLC	229 C Andover St	Peabody	01960	Michael	Foresta	(978) 278-1178	
Massachusetts	Worcester-Shrewsbury, MA	ALG Industries, LLC	98 Boston Turnpike Unit# J6	Shrewsbury	01545	Alan	Gulachenski	(508) 753-2253	
Michigan	Canton, MI	Cakes of Canton, LLC	44630 Ford Rd	Canton	48187	Kelly	Rankin	(734) 713-8998	*
Michigan	East Lansing, MI	Abundtance, LLC	2090 W Grand River Suite A	Okemos	48864	Jerry	Yurgo	(517) 220-0303	*
Michigan	Grand Rapids, MI	Ohana Ventures, Inc.	5121 28th Street SE	Grand Rapids	49512	Scott	Vogel	(616) 734-6995	*
Michigan	Grandville, MI	Ohana Grandville, LLC	3060 44th St SW	Grandville	49418	Scott	Vogel	(616) 371-5138	*
Michigan	Novi, MI	Irene Inc	43280 11 Mile Rd	Novi	48375	Kelly	Rankin	(248) 308-2610	*
Michigan	Rochester Hills, MI	Abundtance, LLC	3074 Walton Blvd	Rochester Hills	48309	Jerry	Yurgo	(248) 963-0060	*
Michigan	Sterling Heights, MI	A. Lynn, LLC	14924 Hall Rd	Sterling Heights	48313	Andrea	Jones	(586) 884-3666	
Michigan	Troy, MI	Irene Industries, LLC	780 E Big Beaver Suite C-120	Troy	48083	Kelly	Rankin	(248) 918-2414	*
Minnesota	Blaine, MN	Bundt Magic, Inc.	1540 109th Ave NE Suite 200	Blaine	55449	Terrie	Crosson	(763) 784-6772	
Minnesota	Eagan, MN	TS-Two LLC	1992 Rahncliff Ct	Eagan	55122	Dawn	Stucky	(651) 452-8292	
Minnesota	Eden Prairie, MN	Sweet Cakes, LLC	8435 Joiner Way	Eden Prairie	55344	Jill	Tullemans	(952) 512-2500	
Minnesota	Maple Grove, MN	Maple Grove NBC LLC	8085 Wedgewood Lane N	Maple Grove	55369	Rinda	Norberg	(763) 350-3877	
Minnesota	Minnetonka, MN	Sweet Cakes, LLC	12987 Ridgedale Dr	Minnetonka	55305	Kim	Cassens	(952) 546-1406	
Minnesota	Rochester, MN	SotaCakes Corp.	1161 6th St NW Suite 105	Rochester	55901	Matt	Bonnerup	(507) 200-4219	
Minnesota	St Paul, MN	Saint Paul Cakes, LLC	1580 Grand Ave	Saint Paul	55105	Wendy	Sevenich	(651) 683-2343	
Minnesota	Woodbury, MN	Parkmann Inc.	783 Radio Dr Suite 116	Woodbury	55125	Dawn	Parker	(651) 340-8190	
Mississippi	Jackson-Flowood, MS	DOXA Flowood, LLC	163 Ridge Way Suite E	Flowood	39232	Jack	Gabriel	(769) 243-7108	*

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Mississippi	Olive Branch, MS	Cake Four Life, LLC	5338 Goodman Rd Suite 127	Olive Branch	38654	Amy	Lupo	(662) 874-6160	*
Missouri	Blue Springs, MO	Cake House Americana LLC	1266 NE Coronado Ave	Blue Springs	64014	Alex	Edwards	(816) 323-7219	
Missouri	Columbia, MO	Neely Bakeries CO 3 LLC	2900 Trimble Road, Suite 103	Columbia	65201	Jannette	Neely	(573) 615-7500	*
Missouri	Kansas City-Northland, MO	MightyMo Cakes, LLC	8930 NW Skyview Ave	Kansas City	64154	Jim	Edwards	(816) 382-3800	*
Missouri	Lee's Summit, MO	ShowMe MO Cakes, LLC	910 NW Blue Pkwy Suite Y	Lee's Summit	64086	Jim	Edwards	(816) 525-9000	*
Missouri	Springfield, MO	Harvey Trio, LLC	2906 S Glenstone Ave	Springfield	65804	Jordan	Harvey	(417) 512-5050	
Missouri	St Louis-Brentwood, MO	Neely Bakeries CO 4 LLC	9040 Manchester Rd	St Louis	63144	Jannette	Neely	(314) 942-3535	*
Missouri	St Louis-Chesterfield (Town and Country), MO	Neely Bakeries Company	159 Lamp and Lantern Village	Chesterfield	63017	Jannette	Neely	(636) 220-6087	*
Missouri	St. Peters, MO	Neely Bakeries Co. 2, LLC	6123 Mid Rivers Mall Blvd	St Peters	63304	Jannette`	Neely	(314) 492-2325	*
Montana	Billings, MT	Emily Carol Investments, LLC	1027 Shiloh Crossing Blvd, Suite 6	Billings	59102	Emily	Cook	(406) 412-0499	
Nebraska	Lincoln, NE	Hole Lotta Yum Lincoln	4107 Pioneer Woods Dr Suite 102	Lincoln	68506	Sharon	Hansen	(402) 483-2253	*
Nebraska	Omaha, NE	Hole Lotta Yum, LLC	10347 Pacific St	Omaha	68114	Sharon	Hansen	(402) 933-9305	*
Nebraska	Omaha-West, NE	Hole Lotta Yum, LLC	2921 S 168th St	Omaha	68130	Sharon	Hansen	(402) 504-4747	*
Nevada	Henderson-Sunset, NV	2Lu Cakes, LLC	605 Mall Ring Circle Unit 170	Henderson	89014	Jenna	Lamb	(702) 800-8800	*
Nevada	Las Vegas - Centennial Hills (NW), NV	Helianthus II LLC	5765 Centennial Center Blvd #160	Las Vegas	89149	Sean	Tripp	(702) 410-6933	*
Nevada	Las Vegas-Eastern (SE), NV	Partee LLC	9711 S Eastern Ave #H10	Las Vegas	89183	Jori	Edmett	(702) 314-0520	
Nevada	Las Vegas-Sahara (West), NV	Helianthus, LLC	8320 W Sahara Ave #140	Las Vegas	89117	Sean	Tripp	(702) 871-6301	*

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Nevada	Las Vegas-SW, NV	Lulu Cakes LLC	7155 S Rainbow Blvd Suite 120	Las Vegas	89118	Jenna	Lamb	(702) 790-2233	*
Nevada	Reno, NV	Silvetto, LLC	5051 S McCarran Blvd	Reno	89502	Shele	Faretto	(775) 827-5151	
New Jersey	Brunswick, NJ	Princredible Cakes, LLC	1443 Route 1	North Brunswick	08902	Prinal	Patel	(732) 592-2537	
New Jersey	Cherry Hill, NJ	Double B Team LLC	1409 Marlton Pike E Suite 70	Cherry Hill	08034	Jessica	Boese	(856) 375-1560	*
New Jersey	Morristown, NJ	WollyT, LLC	170 E Hanover Ave	Morristown	07960	Colleen	Terracciano	(973) 382-8691	
New Jersey	Paramus, NJ	Cakes of Bergen LLC	393 Route 17 South	Paramus	07652	Justyna	Dyszkiewicz	(201) 584-1414	
New Jersey	Princeton, NJ	For Haven's Cake, LLC	3495 US Route 1 S Suite 4	Princeton	08540	Maria	Lewis	(732) 284-4747	*
New Jersey	Shrewsbury, NJ	For Goodness Cakes, LLC	1081 Broad St	Shrewsbury	07702	Maria	Lewis	(732) 544-2253	*
New Jersey	Toms River, NJ	Cake Time LLC	1358 Hooper Avenue Suite 11	Toms River	08753	Terri	Hesse	(732) 724-4242	
New Jersey	Wayne, NJ	Kaysee Enterprise, Inc.	1809 Route 23 S	Wayne	07470	Funke	Olayinka	(973) 988-0212	
New Jersey	West Caldwell, NJ	Have Your Cake, LLC	749 Bloomfield Avenue, Unit B	West Caldwell	07006	Kimberly	Moye	(973) 852-3020	
New Mexico	Albuquerque, NM	Duke City Sweets, LLC	5901 Wyoming Blvd NE	Albuquerque	87109	Barbara	Rothweiler	(505) 924-2222	
New Mexico	Las Cruces, NM	BET the Farm, LLC	540 Walton Blvd Suite A	Las Cruces	88001	Barbara	Torres	(575) 205-8126	
New York	Albany, NY	Round Albany, LLC	110 Wolf Rd Unit 2	Albany	12205	Melissa	Gleason	(518) 459-2253	*
New York	Clifton Park, NY	Round Clifton Park, LLC	309 Clifton Park Center Rd Store #9	Clifton Park	12065	Melissa	Gleason	(518) 379-9077	*
New York	New Hartford-Utica, NY	Team Cuz Cakes, LLC	4759 Commercial Dr, Suite 300	New Hartford	13413	Jim	Scharchilli	(315) 756-1132	
New York	Poughkeepsie, NY	SAMCAKES, LLC	2521 South Rd (Route 9) Suite B	Poughkeepsie	12601	Margaret	Horton	(845) 330-0440	
New York	Rochester-Henrietta, NY	BTDM Enterprises, Inc.	720 Jefferson Rd Suite 900	Henrietta	14623	Teresa	Blake	(585) 540-2414	

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New York	White Plains, NY	Phantastic Sweets LLC	303 North Central Avenue	Hartsdale	10530	Minh	Phan	(914) 915-9060	
North Carolina	Asheville, NC	Mountain City Cakes, LLC	1838 Hendersonville Rd Suite A	Asheville	28803	Megan	Herschmann	(828) 417-3548	
North Carolina	Burlington, NC	Burlington Cakes LLC	1461 University Drive Suite A	Burlington	27215	PJ	Moore	(336) 915-4030	*
North Carolina	Cary-Morrisville, NC	Sage Crew Investments	2008 Market Center Dr Unit 17130	Morrisville	27560	Nathan	Gilliam	(919) 694-5300	*
North Carolina	Charlotte-Berewick, NC	Davis Cakes Company	2040 Freeman Park Drive, Suite 110	Charlotte	28273	Tia	Davis	(704) 626-1060	*
North Carolina	Charlotte-Uptown, NC	Hole Lotta Love, Inc.	601 S King Dr	Charlotte	28204	Jeff	Grant	(704) 909-4577	
North Carolina	Concord, NC	Carolina Cakes LLC	8905 Christenbury Pkwy Suite 10	Concord	28027	Brittany	Jeffery	(704) 594-9777	*
North Carolina	Durham-Chapel Hill, NC	Bull Durham Holdings, LLC	1125 W NC Hwy 54 Suite 501	Durham	27707	Rupert	Leary	(984) 439-2277	
North Carolina	Fayetteville, NC	Cake Delights, Inc.	2844 Freedom Pkwy Dr Suite 1	Fayetteville	28314	Marissa	Capel	(910) 900-7664	
North Carolina	Gastonia, NC	Davis Cakes Company	3125 E Franklin Blvd Suite 115	Gastonia	28056	Tia	Davis	(980) 745-1200	*
North Carolina	Greensboro, NC	Gate City Cakes, LLC	3334 N Friendly Ave Suite 123	Greensboro	27410	Lora	Lenander	(336) 515-1690	*
North Carolina	Greenville, NC	My Sunshine Cakes Inc.	518 Greenville Blvd SE Suite K	Greenville	27834	Craig	Marshall	(252) 408-4070	
North Carolina	Hickory, NC	Crafty Delights, LLC	2355 US Highway 70 SE	Hickory	28602	Darshy	Mehta	(828) 382-8344	
North Carolina	Holly Springs, NC	Estella Bella LLC	144 Grand Hill Place	Holly Springs	27540	Nathan	Gilliam	(984) 960-2707	*
North Carolina	Huntersville, NC	S & J Endeavors, Inc.	8830 Lindholm Dr Suite 110	Huntersville	28078	Sue	Gilbert	(704) 894-8535	
North Carolina	Marvin, NC	Out of the Box Soon, LLC	9704 Rea Rd Suite A	Waxhaw	28173	Betsy	Lamb	(704) 845-2253	
North Carolina	Matthews, NC	Hole Lotta Love, Inc.	1915 Matthews Township Pkwy #1100	Matthews	28105	Eric	Stober	(704) 413-3221	*
North Carolina	Raleigh-North, NC	Capital City Cakes, LLC	6643 Falls of Neuse Rd	Raleigh	27615	Lora	Lenander	(919) 838-7270	*

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North Carolina	Wilmington, NC	Team Marinich LLC	1437 Military Cutoff Rd	Wilmington	28403	Cat	Marinich	(910) 679-8797	
North Carolina	Winston-Salem, NC	Winston Salem Cakes, LLC	678 St George Square	Winston-Salem	27103	PJ	Moore	(336) 306-9146	*
North Dakota	Bismarck, ND	Kay and Al's Cakes LLC	4401 Coleman St. Suite 103	Bismarck	58503	Kayla	Green	(701) 299-0016	
North Dakota	West Fargo, ND	Polich-Dix Bakery, LLC	816 24th Ave E #120	West Fargo	58078	Jenna	Larson	(701) 404-1999	
Ohio	Avon, OH	Cake Erie Ltd.	35925 Detroit Rd Suite 119	Avon	44011	Janette	Looney	(440) 937-8107	*
Ohio	Beavercreek, OH	Baking Joy LLC	2418 Esquire Drive Suite 4	Beavercreek	45431	Renee	Hall	(937) 530-4141	*
Ohio	Boardman, OH	Delicious Dreams Bakery Corporation	813 Boardman Poland Road	Boardman	44512	Ron	Bolar	(330) 944-2253	
Ohio	Canton, OH	Peterson NBC LLC	4468 Belden Village St NW Unit B	Canton	44718	Kenny	Peterson	(330) 222-3204	*
Ohio	Cincinnati, OH	Sweet E.D.G.E. Cincinnati, LLC	2733 Madison Rd	Cincinnati	45209	Pam	Teller	(513) 321-7400	*
Ohio	Columbus-Gahanna, OH	Amy Cakes, Inc.	5073 N Hamilton Rd	Columbus	43230	Jay	DeLuca	(614) 473-9900	*
Ohio	Columbus-Upper Arlington, OH	Best Cakes Upper Arlington, LLC	1547 Lennox Town Ln	Columbus	43212	PJ	Coffland	(614) 826-8259	*
Ohio	Dayton-South, OH	Baking a Difference, LLC	9632 Springboro Pike	Miamisburg	45342	Renee	Hall	(937) 505-8484	*
Ohio	Dublin, OH	Best Cakes Dublin, LLC	6560 Perimeter Dr	Dublin	43016	PJ	Coffland	(614) 798-8074	*
Ohio	Fairlawn, OH	Peterson NBC - Akron LLC	3900 Medina Rd Unit I	Fairlawn	44333	Kenny	Peterson	(330) 510-5801	*
Ohio	Mason, OH	Recipe for Success LLC	9540 Mason Montgomery Rd Suite D	Mason	45040	Mary	Thress	(513) 492-8115	
Ohio	Mentor, OH	Frosted Lakes Ltd	6990 Heisley Road	Mentor	44060	Janette	Looney	(216) 340-6411	*
Ohio	Perrysburg, OH	Celebrating Renee LLC	10630 Fremont Pike	Perrysburg	43551	Christie	Bush	(419) 573-7859	*

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Ohio	Reynoldsburg-Pickerington, OH	Bring the Joy Unlimited LLC	2845 Taylor Road SW	Reynoldsburg	43068	Amy	DeLuca	(614) 626-0977	*
Ohio	South Euclid, OH	Bake Erie, Ltd.	13949 Cedar Rd	South Euclid	44118	Janette	Looney	(216) 243-0430	*
Ohio	Stow, OH	Jean's Kitchen, LLC	4301 Kent Rd Suite 25	Stow	44224	Nicole	Rey	(330) 676-5055	
Ohio	Strongsville, OH	Great Cakes Ltd	13433 Pearl Rd	Strongsville	44136	Dennis	Looney	(440) 268-8606	
Ohio	Toledo-Sylvania, OH	SweetRenee", LLC	7427 W Central Ave	Toledo	43617	Christie R.	Bush	(419) 877-3755	*
Ohio	Westerville, OH	AMD Cakes, LLC	7389 State Rt 3	Westerville	43082	Jay	DeLuca	(614) 656-5125	*
Oklahoma	Broken Arrow, OK	Tiger Cakes LLC	1228 E Hillside Drive	Broken Arrow	74012	Jim	Sheahan	(918) 882-0007	*
Oklahoma	Lawton, OK	A&T Cakes, LLC	3801 NW Cache Rd. #22	Lawton	73505	Michael	Aaron	(580) 360-3033	
Oklahoma	Norman, OK	Sooner Cakes LLC	2073 24th Ave NW	Norman	73069	Jim	Sheahan	(405) 289-5827	*
Oklahoma	Oklahoma City, OK	Bake My Day, LLC	2520 W Memorial Rd Suite B	Oklahoma City	73134	Jane	Langlais	(405) 751-8066	*
Oklahoma	Tulsa, OK	Bake My Day LLC	7890 E 106th Place S Bldg V, Suite 10	Tulsa	74133	Jane	Langlais	(918) 970-4747	*
Oklahoma	Yukon, OK	Boomer Cakes LLC	1600 Garth Brooks Blvd, Suite 120	Yukon	73099	Jim	Sheahan	(405) 805-6630	*
Ontario	Burlington, ON	Cakes Eh, Inc.	3350 Fairview St Unit 15	Burlington	L7N 3L5	T-Jay	Shwetz	(289) 245-1211	
Ontario	Mississauga-South, ON	Whole Lot of Hope 2:20 Inc.	1900 Fowler Drive Unit D119	Mississauga	L5K 0A1	Heather	Hartfield	(289) 232-1261	
Oregon	Beaverton, OR	Carla's Confections Inc.	11629 SW Beaverton Hillsdale Hwy	Beaverton	97005	Carla	Mayes	(503) 718-7070	*
Oregon	Clackamas, OR	PDX Waud Inc.	9895 SE Sunnyside Rd Suite G	Clackamas	97015	Holly	Waud	(503) 659-3888	
Oregon	Eugene, OR	Slice of Joy, Inc.	1069 Valley River Way Unit 2	Eugene	97401	Bob	Cerince	(541) 226-3428	
Oregon	Hillsboro, OR	Carla's Confections, Inc.	2037 NW 185th Ave	Hillsboro	97124	Carla	Mayes	(503) 433-5018	*
Oregon	Tualatin, OR	Middle Bakeries Inc.	19283 B SW Martinazzi Ave	Tualatin	97062	Stephanie	Schroer	(503) 486-5193	

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Pennsylvania	Abington-Jenkintown, PA	603 Baking Company	1431 Old York Rd	Abington	19001	Roxanne	Fitzgerald	(267) 536-2057	*
Pennsylvania	Ardmore, PA	Boy Mom Bakeries, LLC	333 E Lancaster Ave	Wynnewood	19096	Kim	Wright	(215) 454-2286	*
Pennsylvania	Collegeville, PA	Boss Mom Bakeries LLC	99 Market St Suite 2	Collegeville	19426	Kim	Wright	(610) 989-2253	*
Pennsylvania	Cranberry Township, PA	Three Rivers Cakes, Inc.	20215 Route 19 Suite 106	Cranberry Township	16066	Felipe	Valdez	(878) 217-0370	
Pennsylvania	Exton, PA	Swanderful, LLC	143 W Lincoln Hwy	Exton	19341	Patrycja	Swan	(610) 200-5272	
Pennsylvania	Lehigh (Allentown), PA	Pekymoda, LLC	6379 Hamilton Blvd Suite D	Allentown	18106	Kristin	Davis	(610) 456-7066	
Pennsylvania	Monroeville-Wilkins Township, PA	Flourish Cakes, Inc.	3470 William Penn Hwy Suite 300	Pittsburgh	15235	Erin	Tabon	(412) 717-1025	
Pennsylvania	Newtown, PA	R&R Bakers Inc	2838 S Eagle Rd	Newtown	18940	Roxanne	Fitzgerald	(215) 944-8491	*
Pennsylvania	Robinson-North Fayette, PA	412 Bake LLC	208 McHolme Drive	Pittsburgh	15275	Denise	Brzezinski	(412) 883-4420	
Pennsylvania	Springfield, PA	Hockey Mom Bakeries, LLC	1001 Baltimore Pike Suite 2	Springfield	19064	Kim	Wright	(484) 474-1133	*
Pennsylvania	Upper St Clair, PA	Steel City Cakes, LLC	100 Siena Dr Suite 225	Upper St Clair	15241	Hollie	Kawecki	(412) 283-4199	
Pennsylvania	Warrington, PA	JulDec, LLC	1524 Main St Suite 802	Warrington	18976	Jeannie L.	Kim	(215) 395-8890	
Pennsylvania	Wayne - King of Prussia, PA	Goalie Mom Bakeries, LLC	245 E Swedesford Rd	Wayne	19087	Kim	Wright	(610) 340-3440	*
South Carolina	Aiken, SC	Memas Sweets LLC	161 S Aiken Lane #430	Aiken	29803	Susan	See	(803) 310-5121	*
South Carolina	Columbia - Forest Acres, SC	Soda City Cakes, LLC	4619 Forest Dr Suite 1	Forest Acres	29206	Kandi	Bubonic	(803) 306-5999	*
South Carolina	Columbia-Northeast, SC	Cola Town Cakes LLC	130-1 Forum Drive	Columbia	29229	Kandi	Bubonic	(803) 769-8372	*
South Carolina	Greenville, SC	Palmetto Bakeries of Greenville, LLC	101 Verdae Blvd Suite 1300	Greenville	29607	Diane	Hardy	(864) 288-2212	
South Carolina	Lake Murray, SC	4 Mynds, LLC	131 Harbison Blvd	Columbia	29212	Tien	Pham	(803) 393-4587	*
South Carolina	Mt Pleasant, SC	Mt. Peasant SC - Bakery, Inc.	1145 Johnnie Dodds Blvd Suite 105	Mt Pleasant	29464	Rick	Giecek	(843) 849-9686	

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South Carolina	Myrtle Beach-South, SC	Coastal Cakes Company, LLC	112 Loyola Drive Suite 103	Myrtle Beach	29588	Tia	Davis	(843) 898-8044	*
South Carolina	Spartanburg, SC	In the Mix Incorporated	1915 E Main Street Suite 1	Spartanburg	29307	Felicia	Murrill	(864) 658-4520	
South Carolina	Summerville, SC	JD Cakes, LLC	1202 N Main St Suite 101	Summerville	29483	Jordan	Artuso	(843) 474-9858	
South Carolina	Tega Cay, SC	Carolina Cakes LLC	1143 Stonecrest Blvd Suite 105	Tega Cay	29708	Brittany	Jeffery	(803) 547-0622	*
South Dakota	Sioux Falls, SD	Meyer"s Bakery Co.	2101 W 41st St Suite 30	Sioux Falls	57105	Diane	Meyer	(605) 799-1013	
Tennessee	Chattanooga, TN	Nooga NbC, LLC	2321 Lifestyle Way Suite 104	Chattanooga	37421	Melinda	Mason	(423) 648-6488	*
Tennessee	Cordova, TN	Hole Lotta Cake Cordova, LLC	2323 North Germantown Parkway Suite 105	Cordova	38016	Amy	Lupo	(901) 883-4232	*
Tennessee	Franklin-Cool Springs, TN	JAMY-FCS LLC	535 Cool Springs Blvd Suite 110	Franklin	37067	Jay	DeLuca	(615) 472-1653	*
Tennessee	Hendersonville, TN	Sweet E.D.G.E LLC	299-B Indian Lake Blvd	Hendersonville	37075	Pam	Teller	(615) 447-3285	*
Tennessee	Knoxville, TN	K-Town Bakery, LLC	5300 Kingston Pike	Knoxville	37919	Kasey	Isaac	(865) 745-0800	
Tennessee	Memphis, TN	Hole Lotta Cakes, LLC	681 S White Station Rd #101	Memphis	38117	Amy	Lupo	(901) 208-8984	*
Tennessee	Mt Juliet, TN	Sweet E.D.G.E., LLC	4110 N Mt Juliet Road	Mt Juliet	37122	Pam	Teller	(615) 846-9820	*
Tennessee	Murfreesboro, TN	JAMY-BORO LLC	1440 Medical Center Pkwy Suite E	Murfreesboro	37129	Jay	DeLuca	(615) 900-1747	*
Tennessee	Nashville, TN	JAMY-NASH, LLC	21 White Bridge Rd Suite 111B	Nashville	37205	Jay	DeLuca	(615) 354-6300	*
Tennessee	Tri-Cities, TN	412 Bake, LLC	1900 N Roan St Suite C	Johnson City	37601	Richard	Isaac	(423) 427-6020	
Texas	Abilene, TX	Sekac Enterprises, LLC	3810 Buffalo Gap Rd	Abilene	79605	Hali	Thompson	(325) 232-8550	
Texas	Alamo Heights, TX	Wildcat Bakery, LLC	5164 Broadway St	Alamo Heights	78209	Andrew	Simms	(210) 233-8430	
Texas	Allen, TX	JVT Enterprises, LLC	987 Garden Park Dr	Allen	75013	Tien	Pham	(469) 795-8550	*

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Texas	Amarillo, TX	Doty Bakery Company	2303 S Georgia St	Amarillo	79109	Julie	Doty	(806) 242-2253	*
Texas	Arlington-North, TX	Ranger Town Cakes LLC	839 E Lamar Blvd	Arlington	76011	Kandi	Bubonic	(817) 583-6522	*
Texas	Arlington-South, TX	TVT Enterprises	5001 S Cooper St Suite 111	Arlington	76017	Tien	Pham	(817) 557-2253	*
Texas	Austin-North (Arboretum), TX	Frostin City Limits, LLC	10225 Research Blvd #330	Austin	78759	Brittany	Jeffery	(512) 986-7453	*
Texas	Austin-South, TX	Frostin City Limits, LLC	9600 Ih-35 South #S-140	Austin	78748	Brittany	Jeffery	(512) 292-1093	*
Texas	Austin-Westlake, TX	Frostin City Limits, LLC	2785 Bee Cave Rd Suite 333	Austin	78746	Brittany	Jeffery	(512) 329-8333	*
Texas	Baytown, TX	Mayflour Inc.	6331 Garth Rd Suite 140	Baytown	77521	Brittney	Pequeno	(281) 845-8481	*
Texas	Beaumont, TX	The Bundtheads, LLC	4265 Dowlen Rd	Beaumont	77706	Trinh	Pham	(409) 924-0099	*
Texas	Brownsville, TX	NLA-Amaya Inc.	2451 Pablo Kisel Blvd Suite A	Brownsville	78526	Michael	Amaya	(956) 465-1461	*
Texas	Burleson, TX	Burleson Cakes LLC	140 NW John Jones Dr	Burleson	76028	Vanessa	Sheriff	(817) 426-4565	
Texas	Cedar Hill, TX	Cedar Hill Cakes LLC	352 N Hwy 67 Suite B	Cedar Hill	75104	Brenda	Boese	(469) 454-5525	*
Texas	Cedar Park, TX	Frostin City Limits LLC	1335 E Whitestone Boulevard H800	Cedar Park	78613	Brittany	Jeffery	(737) 201-6120	*
Texas	College Station, TX	Kindred Confections LLC	1713 South Texas Ave S	College Station	77840	Ashley	Swansey	(979) 693-1222	
Texas	Conroe, TX	Bluebonnet Cakes, LLC	1351 W Davis St Suite B	Conroe	77304	Bill	Green	(936) 283-5450	
Texas	Corpus Christi, TX	Wystone, LLC	5425 South Padre Island Dr Suite 167	Corpus Christi	78411	Gail	Nguyen	(361) 980-1000	
Texas	Dallas-Highland Park, TX	Highland Park Cakes LLC	4264 Oak Lawn Ave	Dallas	75219	Tara	Cooper	(214) 485-6006	
Texas	Dallas-White Rock, TX	TVT Enterprises-WR	9440 Garland Rd #114	Dallas	75218	Tien	Pham	(214) 321-2253	*
Texas	Denton, TX	MSTS LLC	1300 S Loop 288 #110	Denton	76205	Jim	Sheahan	(940) 383-4244	*

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Texas	El Paso-Central, TX	Karibu Kwetu Enterprises	8889 Gateway Blvd W Bldg AU4, Suite 200	El Paso	79925	Yomi	Adejokun	(915) 260-8206	
Texas	El Paso-West, TX	Mapenzi LLC	436 Redd Rd Suite 101	El Paso	79912	Yomi	Adejokun	(915) 990-3563	
Texas	Flower Mound, TX	MSTS LLC	3634 Long Prairie Rd Suite 114	Flower Mound	75022	Jim	Sheahan	(972) 539-8282	*
Texas	Ft Worth, TX	Cowtown Cakes, LLC	4603 Camp Bowie	Ft Worth	76107	Kathy	Bonds	(817) 989-2253	*
Texas	Georgetown, TX	Frostin City Limits, LLC	1003 W University Ave Suite 120	Georgetown	78628	Brittany	Jeffery	(737) 808-7044	*
Texas	Harker Heights (Killeen), TX	DOXA Temple	201 E Central Texas Exwy Suite 750	Harker Heights	76548	Jack	Gabriel	(254) 213-0157	*
Texas	Houston-Bay Area, TX	MLW Celebration, LLC	304 W Bay Area Blvd Suite 400	Webster	77598	Wendi	Walker	(281) 332-7100	*
Texas	Houston-Cypress, TX	Lots of Hole Cakes, Inc.	9822 Fry Road Suite 170	Cypress	77433	Bindya	Patel	(281) 671-0775	*
Texas	Houston-Energy Corridor, TX	Alicia's Sweets, LLC	14555 Memorial Dr Suite 200	Houston	77079	Llisset	Sousa	(281) 920-9693	*
Texas	Houston-Northwest, TX	Lots of Hole Cakes	10123 Louetta Rd Suite 100	Houston	77070	Bindya	Patel	(281) 257-5558	*
Texas	Houston-Voss	Lone Star Cakes LLC	1404 S. Voss Road	Houston	77057	Josh	Green	(713) 552-9100	*
Texas	Houston-West University, TX	Bayou Cakes, LLC	5115 Buffalo Speedway Suite 400	Houston	77005	Josh	Green	(713) 432-1600	*
Texas	Hurst - North Richland Hills, TX	One Hill of a Good Cake LLC	812 N.E. Mall Blvd	Hurst	76053	Shaun	Smith	(817) 440-4410	*
Texas	Irving, TX	Las Colinas Cakes, LLC	6450 N MacArthur Blvd Suite 130	Irving	75039	Shaun	Smith	(469) 802-9460	*
Texas	Katy, TX	Lots of Hole Cakes	2717 Commercial Center Blvd Suite E160	Katy	77494	Bindya	Patel	(281) 394-9262	*
Texas	Kingwood, TX	Wild Flours of Texas, LLC	19250 W Lake Houston Pkwy Suite I	Humble	77346	Kathy	Jones	(281) 540-8040	*
Texas	Lake Jackson, TX	Analís" Sweets LLC	411 This Way St	Lake Jackson	77566	Lisset	Sousa	(979) 317-5355	*
Texas	Lake Worth, TX	Lakeside Cakes, LLC	3510 NW Centre Drive #120	Lake Worth	76135	Kathy	Bonds	(643) 752-6404	*

State	City/State	Entity Name	Street Address	City	Zip Code	Contact First Name	Contact Last Name	Bakery Telephone	Multi-Unit Developer
Texas	Laredo, TX	LCG Cakes, LLC	2019 E Del Mar Blvd Suite 300	Laredo	78041	Laura	Garza	(956) 704-9111	
Texas	League City, TX	MLW Celebration, LLC	2515 S Gulf Freeway Suite 200	League City	77573	Wendi	Walker	(713) 347-0670	*
Texas	Lewisville, TX	MSTS LLC	360 E Round Grove Rd #860A	Lewisville	75067	Jim	Sheahan	(214) 396-7588	*
Texas	Lubbock, TX	The Right Table, LLC	5217 98th St Suite 300	Lubbock	79424	Elizabeth	Wright	(806) 794-2000	
Texas	Mansfield, TX	NBC Mansfield LLC	3141 E Broad St Suite 115	Mansfield	76063	Tien	Pham	(682) 204-0235	*
Texas	McAllen, TX	NLA-Amaya Inc.	3400 W Expressway 83 Bldg 700, Suite 740	McAllen	78501	Michael	Amaya	(956) 631-2324	*
Texas	Midland, TX	Triple Treats Inc.	3211 W Wadley Ave #22 A	Midland	79705	Debra	Holt	(432) 689-0060	*
Texas	New Braunfels, TX	DMBK New Braunfels, LLC	161 Creekside Way Suite 602	New Braunfels	78130	Molly	Patrick	(830) 241-1002	*
Texas	Odessa, TX	Triple Treats Inc.	4901 E 42nd St Suite A-1	Odessa	79762	Debra	Holt	(432) 653-0243	*
Texas	Pasadena, TX	January Baby Cakes, Inc.	6025 Crenshaw Rd Suite 101	Pasadena	77505	Brittney	Pequeno	(281) 991-3333	*
Texas	Pearland, TX	Wild Flours of Texas, LLC	11041 Shadow Creek Pkwy Suite 131	Pearland	77584	Kathy	Jones	(713) 340-2220	*
Texas	Pflugerville, TX	Frostin City Limits, LLC	18616 Limestone Commercial Dr Suite 200	Pflugerville	78660	Brittany	Jeffery	(512) 717-0170	*
Texas	Richardson, TX	Richardson Cakes LLC	324 W Campbell Rd	Richardson	75080	Kathy	Rogers	(214) 903-4401	
Texas	Rockwall, TX	Rodemeyer Cakes, LLC	1035 E IH 30 Suite 103	Rockwall	75087	Leah	Rodemeyer	(214) 771-3333	
Texas	San Angelo, TX	Sekac Enterprises 367, LLC	3204-C Sherwood Way	San Angelo	76901	Deon	Lawson	(325) 777-2880	
Texas	San Antonio - West, TX	Ocean Green Bakeries, LLC	407 W Loop 1604 S Suite 106	San Antonio	78245	Laura	Gonzalez	(210) 876-3611	*
Texas	San Antonio-NW, TX	Sky Blue Bakeries Inc	11620 Bandera Rd Suite 102	San Antonio	78250	Laura	Gonzalez	(210) 781-4676	*

State	City/State	Entity Name	Street Address	City	Zip Code	Contact First Name	Contact Last Name	Bakery Telephone	Multi-Unit Developer
Texas	San Antonio-Stone Oak, TX	COLT Investment Holdings LLC	700 E Sonterra Blvd Suite 1105	San Antonio	78258	Kim	Tucker	(210) 495-2253	
Texas	Selma, TX	DMBK Enterprises LLC	8335 Agora Pkwy #106	Selma	78154	Molly	Patrick	(210) 314-7621	*
Texas	Sugar Land, TX	PHT Investments, LLC	1531 Hwy 6 Suite 125	Sugarland	77478	Tuyet	Duong	(281) 491-2253	
Texas	Temple, TX	DOXA Caca Mills, LLC	2320 S 31st St Suite 108	Temple	76504	Jack	Gabriel	(254) 335-0102	*
Texas	The Woodlands, TX	Lots of Hole Cakes	10868 Kuykendahl Rd Suite B	The Woodlands	77381	Bindya	Patel	(281) 419-8026	*
Texas	Tyler, TX	DOXA Ventures, LLC	4917 S Broadway Ave	Tyler	75703	Jack	Gabriel	(903) 504-5366	*
Texas	Waco, TX	DOXA Jam LLC	4633 S Jack Kultgen Exwy Suite 107	Waco	76706	Jack	Gabriel	(254) 307-2525	*
Texas	Waxahachie, TX	Waxahachie Cakes, LLC	1700 Dallas Hwy #170	Waxahachie	75165	Brenda	Boese	(469) 310-4840	*
Texas	Weatherford-Hudson Oaks, TX	Wild West Cakes, LLC	2950 Fort Worth Hwy Suite 100	Hudson Oaks	76087	Kathy	Bonds	(817) 609-4904	*
Texas	Wichita Falls, TX	Doty Management LLC	3916 Kemp Blvd Suite F-1	Wichita Falls	76308	Julie	Doty	(940) 276-1046	*
Utah	Lehi-American Fork, UT	Morrison & Clark LLC	987 W 500 N #105	American Fork	84003	Tamara	Morrison	(385) 265-2067	
Utah	Sandy, UT	Wiseagain, LLC	10389 S State St	Sandy	84070	April	Wise	(801) 619-3757	
Utah	St. George, UT	Stone Avenue, LLC	15 S River Rd Suite 190	St. George	84790	Kelly	Clayton	(435) 359-0684	
Utah	Taylorsville, UT	LMM Cakes, LLC	5338 S Redwood Rd	Taylorsville	84123	Lincoln	Fillmore	(801) 988-5919	
Utah	West Bountiful, UT	Perry Cakes LLC	135 N 500 W Suite D	West Bountiful	84010	Shaun	Banda	(801) 882-2510	
Virginia	Alexandria, VA	Nova Cake Company, LLC	4553 Duke Street	Alexandria	22304	Gina	Brown	(571) 977-1100	*
Virginia	Arlington-Seven Corners, VA	Let's Bundt Arlington, LLC	6286B Arlington Blvd	Falls Church	22044	Katie	Lewis	(703) 936-2450	
Virginia	Chesapeake-Greenbrier, VA	Bundt Cake Beauties, LLC	109 Volvo Pkwy #9	Chesapeake	23320	Tiffany	Hassell-Gregory	(757) 772-1101	*

State	City/State	Entity Name	Street Address	City	Zip Code	Contact First Name	Contact Last Name	Bakery Telephone	Multi-Unit Developer
Virginia	Chesapeake-Suffolk, VA	Bundt Cake Beauties II LLC	5840 Harbour View Boulevard Suite 400	Suffolk	23435	Tiffany	Hassell-Gregory	(757) 922-3200	*
Virginia	Dulles, VA	French Lane Enterprises, LLC	21305 Willmill Parc Dr Suite 130	Dulles	20166	France	Saunders	(703) 444-4244	*
Virginia	Fair Lakes, VA	Cakes at Fair Lakes, LLC	12233 B Fair Lakes Promenade Dr	Fairfax	22033	Marge	Kelly	(571) 234-5334	*
Virginia	Gainesville-Haymarket, VA	NOVA Cakery LLC	7324 Atlas Walk Way	Gainesville	20155	Jocelyn	King	(703) 782-9975	
Virginia	Lynchburg, VA	Mainstreet Bakery Company	19399 Forest Road Ste 4	Lynchburg	24502	Saga	Morse	(434) 240-2369	
Virginia	Newport News, VA	Sherry Bakes, LLC	12080 Jefferson Ave Suite 935	Newport News	23606	Robert	Whitaker	(757) 249-3536	*
Virginia	Reston-Herndon, VA	Florell Enterprises LLC	332 Elden Street	Herndon		France	Saunders	(703) 719-8782	*
Virginia	Short Pump, VA	Nova Cake Company LLC	11845 W Broad Street	Henrico	23233	Lisa	LaPointe	(804) 606-6169	*
Virginia	Springfield, VA	Logan Street Group, LLC	7000 D Brookfield Plaza	Springfield	22150	James	Evans	(703) 705-7106	
Virginia	Vienna (Tysons Corner), VA	Cakes Around the Corner, LLC	129 Maple Ave W	Vienna	22180	Marge	Kelly	(571) 441-4222	*
Virginia	Virginia Beach-Haygood, VA	Sean's Dana Bakes, LLC	1039 Independence Blvd	Virginia Beach	23455	Dana	Whitaker	(757) 994-1040	*
Virginia	Virginia Beach-Hilltop, VA	Witcor, LLC	1860 Laskin Rd Suite 130	Virginia Beach	23454	Robert	Whitaker	(757) 395-4021	*
Virginia	Woodbridge - Dale City, VA	PWC Bundt Cakes LLC	2962 Prince William Pkwy	Woodbridge	22192	James	Ecans	(571) 368-5577	
Washington	Bellevue, WA	Cupp Cakes LLC	1915 140th Ave NE Suite D3A	Bellevue	98005	Sara	Cupp	(425) 484-1389	
Washington	Issaquah, WA	Evergreen State Cakes-Issaquah	775 NW Gilman Blvd #C-2	Issaquah	98027	Brian	Saunders	(425) 427-0722	*
Washington	Kirkland, WA	Hunchy Bunch Corporation	213 3rd Street	Kirkland	98033	Leslie	McBride	(425) 979-7600	
Washington	Mill Creek, WA	Evergreen State Cakes LLC	15421 Main St #H102	Mill Creek	98012	Brian	Saunders	(425) 379-0300	*

State	City/State	Entity Name	Street Address	City	Zip Code	Contact First Name	Contact Last Name	Bakery Telephone	Multi-Unit Developer
Washington	Richland, WA	Columbia River Cakes, LLC	110 Gage Blvd. Suite 200	Richland	99352	Julie	Dawes	(509) 392-7196	
Washington	Silverdale, WA	Kitsap Bundtlettes LLC	10600 Silverdale Way NW Suite 100	Silverdale	98383	Donell	Martinez	(360) 516-1150	
Washington	South Hill, WA	Cullen Bakeries, LLC	17014 Meridian E Suite 103	South Hill	98375	Cindy	Cullen	(253) 315-1050	
Washington	Spokane, WA	BATB II, Inc.	2525 E 29th Ave Suite 1B	Spokane	99223	Misty	La Force	(509) 535-4864	*
Washington	Tukwila, WA	CaSea John LLC	17401 Southcenter Parkway Suite 121	Tukwila	98188	Casey	Hou	(206) 451-2331	
Washington	Vancouver-Camas, WA	SDLMS Incorporated	902 SE 164th Ave Suite 100	Vancouver	98683	Darren	Murray	(360) 719-2358	
Wisconsin	Brookfield, WI	General Earth Inc.	18000 W Bluemound Rd Suite G	Brookfield	53045	Mike	DeJong	(262) 794-0119	*
Wisconsin	Green Bay, WI	Majicakes LLC	2621 S. Oneida St. Suite #102	Green Bay	54304	Marisa	George	(920) 301-6353	
Wisconsin	Greenfield, WI	Taart LLC	7450 W Holmes Avenue	Greenfield	53220	Mike	DeJong	(414) 310-9990	*
Wisconsin	Kenosha, WI	Theory of a Cake House, LLC	9740 76 th Suite 108	Pleasant Prairie	53158	Kim	Racine	(262) 299-5570	
Wisconsin	Madison (West), WI	Two Sweet Cakes, LLC	7414 Mineral Point Rd	Madison	53717	Jacqueline	Schuster	(608) 949-9370	
Wisconsin	Milwaukee-Northshore, WI	Bina's Bakery Inc.	383A W Brown Deer Rd	Fox Point	53217	Abed	Khatib	(414) 877-0828	

SIGNED BUT UNOPENED US FRANCHISEES AS OF DECEMBER 25, 2022

Entity Name	Bakery ID	Bakery Name	City	State	Zip Code	Telephone Number
CF NBC Inc.	0525 - Madison, AL	Madison, AL	Madison	Alabama		TBD
2BS LLC	0508 - Montgomery, AL	Montgomery, AL	Montgomery	Alabama	36117	TBD
	0597 - Laveen Village, AZ	Laveen Village, AZ	Laveen Village	Arizona		TBD
Joyful Cakes LLC	0519 - North Phoenix, AZ	North Phoenix, AZ	Phoenix	Arizona		TBD
The Hole Cake LLC	0479 - Queen Creek, AZ	Queen Creek, AZ	Queen Creek	Arizona		TBD
	0599 - Conway, AR	Conway, AR	Conway	Arkansas		TBD
	0589 - Fayetteville, AR	Fayetteville, AR	Fayetteville	Arkansas	72703	TBD
Keep Baking Long Beach, Inc.	0592 - Long Beach, CA	Long Beach, CA	Long Beach	California	90815	TBD
Keep Baking, Inc.	0469 - Palmdale, CA	Palmdale, CA	Palmdale	California	93551	TBD
JT Golf Enterprises LLC	0513 - Turlock, CA	Turlock, CA	Turlock	California	95382	TBD
	0544- Vacaville, CA	Vacaville, CA	Vacaville	California		TBD
H.F.E.D. LLC	0556 - Wheat Ridge, CO	Wheat Ridge, CO	Wheat Ridge	Colorado	80033	TBD
Swanderful Also, LLC	0486 - Christiana - Newark, DE	Christiana - Newark, DE	Newark	Delaware	19713	TBD
Mathaika Enterprises III, LLC	0429 - Boynton Beach, FL	Boynton Beach, FL	Boynton Beach	Florida	33426	TBD
4 B's Bakery, Inc.	0394 - Bradenton, FL	Bradenton, FL	Bradenton	Florida		TBD
Three Ladies Bakery, LLC	0501 - Panama City, FL	Panama City, FL	Panama City	Florida	32405	TBD
	0594 - St Johns, FL	St Johns, FL	St Johns	Florida	32259	TBD
Two Sweet Teeth LLC	0536 - Central Atlanta, GA	Central Atlanta, GA	Atlanta	Georgia	30316	TBD
	0598 - Mall of Georgia	Mall of Georgia	Buford	Georgia		TBD
	0606 - Fayetteville, GA	Fayetteville, GA	Fayetteville	Georgia		TBD
SMTK Piece of Cake LLC	0498 - Idaho Falls, ID	Idaho Falls, ID	Ammon	Idaho	83406	TBD
BATB III, INC.	0527 - Coeur d'Alene, ID	Coeur d'Alene, ID	Coeur d'Alene	Idaho		TBD
Cake Matters III, Inc.	0549 - Chicago-Andersonville, IL	Chicago-Andersonville, IL	Chicago	Illinois	60640	TBD
Teamfrick Eville, Inc.	0526 - Edwardsville, IL	Edwardsville, IL	Edwardsville	Illinois	62025	TBD
BK552, LLC	0552 - Moline, IL	Moline, IL	Moline	Illinois	61265	TBD
Schaumburg Cakes LLC	0357 - Schaumburg, IL	Schaumburg, IL	Schaumburg	Illinois		TBD

Entity Name	Bakery ID	Bakery Name	City	State	Zip Code	Telephone Number
Cake Matters IV, Inc	0547 - West Loop, IL	West Loop, IL	West Loop	Illinois		TBD
Two Sweet 3, LLC	0502 - Carmel, IN	Carmel, IN	Carmel	Indiana		TBD
	0580 - Cumberland, IN	Cumberland, IN	Cumberland	Indiana		TBD
Bake it Right, Inc.	0507 - Evansville, IN	Evansville, IN	Evansville	Indiana	47715	TBD
LCakes, LLC	0554 - Lawrence, KS	Lawrence, KS	Lawrence	Kansas	66046	TBD
DRYM Inc.	0587 - Wichita-West, KS	Wichita-West, KS	Wichita	Kansas		TBD
Sweet E.D.G.E. Bowling Green, LLC	0612 - Bowling Green, KY	Bowling Green, KY	Bowling Green	Kentucky		TBD
Kirmel LLC	0532 - Hamburg-Lexington, KY	Hamburg-Lexington, KY	Lexington	Kentucky	40509	TBD
Nola NBC LLC	0555 - Harvey, LA	Harvey, LA	Harvey	Louisiana	70058	TBD
Veillee LLC	0573 - Houma, LA	Houma, LA	Houma	Louisiana	70360	TBD
DOXA Ignatz LLC	0533 - Monroe, LA	Monroe, LA	Monroe	Louisiana	71201	TBD
JOSY LLC	0551 - Frederick, MD	Frederick, MD	Frederick	Maryland	21703	TBD
Watson Works III, LLC	0604 - Germantown, MD	Germantown, MD	Germantown	Maryland		TBD
Katheryn, LLC	0480 - Laurel, MD	Laurel, MD	Laurel	Maryland	20707	TBD
	0591- White Marsh, MD	White Marsh, MD	White Marsh	Maryland		TBD
Be Sweet, LLC	0489 - Ann Arbor, MI	Ann Arbor, MI	Ann Arbor	Michigan		TBD
	0576 - Dearborn, MI	Dearborn, MI	Dearborn	Michigan		TBD
DOXA Ardan LLC	0534 - Hattiesburg, MS	Hattiesburg, MS	Hattiesburg	Mississippi		TBD
DOXA Venable LLC	0535 - North Jackson, MS	North Jackson, MS	North Jackson	Mississippi		TBD
Liberty Cakes, LLC	0545 - Liberty, MO	Liberty, MO	Liberty	Missouri	64068	TBD
Neely Bakeries CO 5 LLC	0530 - Wentzville, MO	Wentzville, MO	Wentzville	Missouri		TBD
Bites of Joy LLC	0542 - Marlton, NJ	Marlton, NJ	Marlton	New Jersey	08053	TBD
	0586 - Mount Laurel, NJ	Mount Laurel, NJ	Mt. Laurel	New Jersey	08054	TBD
	0605 - Plainfield, NJ	Plainfield, NJ	Plainfield	New Jersey		TBD
KISMET COMPANY, LLC	0471 - Santa Fe, NM	Santa Fe, NM	Santa Fe	New Mexico	87505	TBD
NBC Amherst, LLC	0543 - Amherst, NY	Amherst, NY	Amherst	New York	14228	TBD
Comfort Cakes LLC	0450 - Carle Place, NY	Carle Place, NY	Carle Place	New York	11514	TBD
Gio Sisters Sweet Treats, Inc.	0503 - Commack, NY	Commack, NY	Commack	New York	11725	TBD

Entity Name	Bakery ID	Bakery Name	City	State	Zip Code	Telephone Number
All These Cakes 4 You LLC	0511 - Port Chester, NY	Port Chester, NY	Port Chester	New York	10573	TBD
	0569 - Saratoga Springs, NY	Saratoga Springs, NY	Saratoga Springs	New York		TBD
	0557 - Valley Stream, NY	Valley Stream, NY	Valley Stream	New York	11580	TBD
High Point Cakes LLC	0546 - High Point, NC	High Point, NC	High Point	North Carolina	27265	TBD
Brawlings, LLC	0432 - Jacksonville, NC	Jacksonville, NC	Jacksonville	North Carolina	28546	TBD
Wake Forest Bakery, LLC	0490 - Wake Forest, NC	Wake Forest, NC	Wake Forest	North Carolina	27587	TBD
	0582 - Anderson Township, OH	Anderson Township, OH	Anderson Township	Ohio		TBD
Another Recipe for Success LLC	0521 - Liberty Township, OH	Liberty Township, OH	Liberty Township	Ohio	45011	TBD
Doing What We Love LLC	0522- Niles, OH	Niles, OH	Warren	Ohio	44484	TBD
MSTS LLC	0447 - Midwest City, OK	Midwest City, OK	Midwest City	Oklahoma		TBD
Cowboy Cakes, LLC	0566 - Owasso, OK	Owasso, OK	Owasso	Oklahoma	74055	TBD
Jimmy Cakes, LLC	0548 - West Tulsa, OK	West Tulsa, OK	Tulsa	Oklahoma		TBD
1000115656 Ontario Inc	2006 - North York, ON	North York, ON	North York	Ontario		TBD
Cakes Eh, Inc.	2003 - Oakville, ON	Oakville, ON	Oakville	Ontario	L4J	
					8L7	TBD
1000077881 Ontario Ltd	2004 - Thornhill, ON	Thornhill, ON	Thornhill	Ontario	L4L	
NBC Aurora Inc.	2005 - Woodbridge, ONT	Woodbridge, ONT	Woodbridge	Ontario	9T8	TBD
ILBB Inc.	0491 - Bend, OR	Bend, OR	Bend	Oregon	97701	TBD
Rogue Valley Baking Company, Inc.	0482 - Medford, OR	Medford, OR	Medford	Oregon	97501	TBD
BK Cakery LLC	0563 - Camp Hill, PA	Camp Hill, PA	Camp Hill	Pennsylvania	17011	TBD
GESTEANDGESTE ENTERPRISES LLC	0564 - Lancaster, PA	Lancaster, PA	Lancaster	Pennsylvania	17601	TBD
P 5 Cakes LLC	0468 - Pittsburgh - East Liberty, PA	Pittsburgh - East Liberty, PA	Pittsburgh	Pennsylvania	15206	TBD
	0558 - North Hills – Pittsburgh, PA	North Hills – Pittsburgh, PA	Pittsburgh	Pennsylvania	15237	TBD
4 Mynds LLC	0579 - Lexington, SC	Lexington, SC	Lexington	South Carolina		TBD
South Coastal Cakes LLC	0455 - North Myrtle Beach, SC	North Myrtle Beach, SC	North Myrtle Beach	South Carolina	29582	TBD
	0541 - Rock Hill, SC	Rock Hill, SC	Rock Hill	South Carolina	29730	TBD
Two Gals and a Guy LLC	0596 - Rapid City, SD	Rapid City, SD	Rapid City	South Dakota		TBD
NBC Clarksville LLC	0578 - Clarksville, TN - East	Clarksville, TN - East	Clarksville	Tennessee	37040	TBD

Entity Name	Bakery ID	Bakery Name	City	State	Zip Code	Telephone Number
	0568- Jackson, TN	Jackson, TN	Jackson	Tennessee		TBD
Que Pasa Cakes, LLC	0575 - Springhill, TN	Springhill, TN	Spring Hill	Tennessee		TBD
	0561 - Beaumont, TX	Beaumont, TX	Beaumont	Texas		TBD
	TBD - Boerne, TX	Boerne, TX	Boerne	Texas		TBD
	0559 - Granbury, TX	Granbury, TX	Granbury	Texas		TBD
Kindred Confections II LLC	0581- Huntsville, TX	Huntsville, TX	Huntsville	Texas		TBD
	0584 - Edinburg, TX	Edinburg, TX	McAllen	Texas	75804	TBD
	0614 - Rosenberg, TX	Richmond, TX	Rosenberg	Texas		TBD
	0560 - Rowlett, TX	Rowlett, TX	Rowlett, TX	Texas		TBD
Wildcat Bakery LLC	0595 - San Antonio-Brooks, TX	San Antonio-Brooks, TX	San Antonio Wake	Texas		TBD
	0574 - Wake Village/Texarkana, TX	Wake Village/Texarkana, TX	Village/Texarkana	Texas		TBD
TMJM Orem, LLC	0585 - Orem, UT	Orem, UT	Orem	Utah		TBD
SL LLC, a Series of BB Cake LLC	0442 - Salt Lake City, UT	Salt Lake City, UT	Salt Lake City	Utah	84108	TBD
LoryKate, LLC	0517 - Charlottesville, VA	Charlottesville, VA	Charlottesville	Virginia		TBD
Rappahannock Cake Company LLC	0577 - Fredericksburg, VA	Fredericksburg, VA	Fredericksburg	Virginia	22401	TBD
GPS Cakes LLC	0572 - Harrisonburg, VA	Harrisonburg, VA	Harrisonburg	Virginia	22801	TBD
Nova Cake Company LLC	0540 - Midlothian, VA	Midlothian, VA	Midlothian	Virginia	23235	TBD
Dana Bakes, LLC	0408 - Norfolk-Hampton Blvd, VA	Norfolk-Hampton Blvd, VA	Norfolk	Virginia	23517	TBD
	0583 - Carytown, VA	Carytown, VA	Richmond	Virginia	23221	TBD
	0553 - Stafford, VA	Stafford, VA	Stafford	Virginia		TBD
	0602 - Covington, WA	Covington, WA	Covington	Washington		TBD
Meli, LLC	0488 -Lynnwood-Shoreline, WA	Lynnwood-Shoreline, WA	Lynnwood	Washington	98036	TBD
Life is Sweet, LLC	0484 - North Seattle, WA	North Seattle, WA	Seattle	Washington		TBD
	0610 - Spokane Valley, WA	Spokane Valley, WA	Spokane Valley	Washington		TBD
	0601 - Wauwatosa-Brookfield, WI	Wauwatosa-Brookfield, WI	Wauwatosa-Brookfield	Wisconsin		TBD

EXHIBIT G TO THE DISCLOSURE DOCUMENT
FRANCHISEES WHO HAVE LEFT THE SYSTEM

The following franchises had their franchise agreements terminated, reacquired or transferred in 2022 and on or before the issuance date of this disclosure document:

TERMINATED

Samantha Tran/Nam Tran
Waco, Texas (Team Prolo Corporation)
254-307-2525

REACQUIRED BY FRANCHISOR

None

TRANSFERRED

Tasha Norden
Maple Grove, MN (Cake Gals Inc.)
612-250-4049

Donna Zamora
Mission Viejo, CA (M.I.D., Inc.)
702-326-9025

Shannon Van Meter
Sandy Springs, GA (Rosebuds Bakery, LLC)
760-677-5691

Rocky Rebert (The Rock Bakery, LLC)
Phoenix, AZ
480-735-9312

Becky Naylor (Totally Baked, LLC)
Lake Mary, FL
(214) 697-0064

Greg Jenkins (Connections Thru Cakes, LLC)
Bloomington, IL
217-972-9574

Melissa Ayers (The Ayers Crew, Inc.)
Collegeville, PA
302-650-8919

Dorothy Sisnett (Lee Phamily Group, LLC)
Vernon Hills, IL
901-210-7191

Jan Newton (The Hole Cake Marin, LLC)
Corte Madera, CA
425-214-3535

Jeffrey Hall (Designer Sweets, Inc.)
Savannah, GA
912-657-1946

Amy Lukowski (Sweet 5280 Corp.)
Denver, CO
303-552-8424

Cindy Adams (Cindy's Sweet Dream CA, Inc.)
Mt. Prospect, IL
(630) 202-8997

Rick Cihak (Lohak, LLC)
Colorado Springs, CO (East)
719-499-1988

Rick Cihak (Lohak, LLC)
Colorado Springs, CO (West)
719-499-1988

EXHIBIT H TO THE DISCLOSURE DOCUMENT
STATE SPECIFIC ADDENDUM

H-1

**ADDENDUM TO DISCLOSURE DOCUMENT
FOR
CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA,
NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA,
WASHINGTON, AND WISCONSIN**

The following provision applies only to franchisees and franchised Bakeries that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and/or Wisconsin:

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

EXHIBIT H TO THE DISCLOSURE DOCUMENT

ADDENDUM TO NBC FRANCHISOR LLC DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF CALIFORNIA

CALIFORNIA APPENDIX

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise. If the Franchise Agreement contains provisions that are inconsistent with the law, the law will control.
2. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec. 101 et seq.).
3. The Franchise Agreement contains covenants not to compete which extend beyond the termination of the agreement. These provisions may not be enforceable under California law.
4. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.
5. The following paragraph is added to the end of Item 6 of the disclosure document:

A. Liquidated Damages Provision:

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
6. Item 6 of the disclosure document is hereby revised to note that the highest interest rate allowed in California is 10%.
7. Neither the franchisor, any person or franchise broker in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending or expelling such persons from membership in such association or exchange.
8. The franchise agreement requires binding arbitration, which will occur in Texas. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
9. The Franchise Agreement requires application of the laws of Texas. This provision may not be enforceable under California law.
10. You must sign a general release if you renew or transfer your franchise. California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

11. THE TERRITORY IS NOT EXCLUSIVE. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS.
12. THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMIT FRANCHISEE'S RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA INCLUDING BUT NOT LIMITED TO A TIME LIMIT TO RAISE CLAIMS AGAINST THE FRANCHISOR, LIMITATION OF DAMAGES AND WAIVER OF JURY TRIAL.
13. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.
14. OUR WEBSITE, www.nothingbundtcakes.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS at www.dfpi.ca.gov.
12. No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20__.

ATTEST

NBC FRANCHISOR LLC

Witness

By: _____
Name: _____
Title: _____

FRANCHISEE:

Witness

EXHIBIT H TO THE FRANCHISE DISCLOSURE DOCUMENT

ADDENDUM TO THE NBC FRANCHISOR LLC DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AND DEVELOPMENT RIGHTS RIDER REQUIRED BY THE STATE OF ILLINOIS

1. The following item must be included within the disclosure document and shall replace the language that is in the disclosure document itself:

Section 4, Jurisdiction and Venue, of the Illinois Franchise Disclosure Act of 1987 (“Act”) states that “any provision in the franchise agreement which designates jurisdiction or venue in a forum outside of this State is void with respect to any cause of action which otherwise is enforceable in this State, provided that a franchise agreement may provide for arbitration in a forum outside of this State.” This Section of the Act replaces any contradictory language contained in the Franchise Agreement and Development Rights Rider.

2. Texas law governs the Franchise Agreement. However, the foregoing choice of law should not be considered a waiver of any right conferred upon you by the provisions of the Illinois Franchise Disclosure Act of 1987 and the Rules and Regulations under the Act with respect to the offer and sale of a franchise and the franchise relationship. Where required under Illinois law, the laws of the State of Illinois will govern.

3. Any releases and/or waivers that we request you to sign must conform with Section 41, Waivers Void, of the Illinois Franchise Disclosure Act of 1987 which states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.”

4. Under Illinois law at 200.608, Jurisdiction and Venue, a franchise agreement may not provide for a choice of law of any state other than Illinois. The Summary column of Items 17(v) and (w) of the disclosure document are amended to state “Illinois law”. The appropriate sections of the Franchise Agreement and Development Rights Rider are amended accordingly.

5. Section 20 of the Franchise Agreement is amended to comply with Section 27, Periods of Limitation, under the Illinois Franchise Disclosure Act, in that no action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of 3 years from the occurrence of the facts giving rise to such claim or action, within 1 year after you become aware of the facts or circumstances indicating you may have a claim for relief, 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire.

6. Item 17(g) of the disclosure document, Article XVII of the Franchise Agreement and Section 8 of the Development Rights Rider are amended by changing the time frame to cure defaults, excluding defaults for safety or security issues, to 30 days.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20__.

ATTEST

NBC FRANCHISOR LLC

Witness

By: _____
Name: _____
Title: _____

Witness

FRANCHISEE:

EXHIBIT H TO THE FRANCHISE DISCLOSURE DOCUMENT

**AMENDMENT TO NBC FRANCHISOR LLC
FRANCHISE AGREEMENT AND DEVELOPMENT RIGHTS RIDER
REQUIRED BY
THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, MD Ann. Code art. 56, Sections 345-365D, the parties to the attached NBC Franchisor LLC Franchise Agreement or Development Rights Rider agree as follows:

1. Section 3.1 of the Franchise Agreement and Section 5 of the Development Rights Rider will be amended by the addition of the following language to the end of those respective Sections:

Based upon the financial information submitted, the Commissioner has determined that all fees paid to the franchisor by the franchisee, including payments for goods and services received from the franchisor before the business opens, shall be deferred pending satisfaction of all of the franchisor's pre-opening obligations to the franchisee. In addition, all development fees and initial payments by developers shall be deferred until the first franchise under the Development Rights Rider opens.

2. Sections 2.2(h) and 17.4(k) of the Franchise Agreement will be supplemented by the addition of the following language to the end of those respective Sections:

; pursuant to Maryland law, any general release required of the franchisee/developer as a condition of renewal, sale, assignment and/or transfer shall not apply to any release from liability under the Maryland Franchise Registration and Disclosure Law. The sections of this Agreement which contradict this Code provision are amended accordingly.

3. Sections 19.2 and 19.5 of the Franchise Agreement are supplemented as follows:

; provided, however, that franchisee/developer may file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction in the State of Maryland.

4. Section 19.8 of the Franchise Agreement is supplemented by the addition of the following:

; provided however, that any limitation on the period of time mediation and/or litigation claims must be brought will 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.

5. The Franchise Agreement shall be supplemented by addition of the following:

Any acknowledgements or representations of the franchisee and/or developer 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 will they act as a release, estoppels, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

- 6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Franchise Agreement in duplicate on the date first above written.

NBC FRANCHISOR LLC

By: _____
Name: _____
Title: _____

FRANCHISEE/DEVELOPER:

**ADDENDUM TO NBC FRANCHISOR LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND**

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

Item 5.

Based upon the financial information submitted, the Commissioner has determined that all fees paid to the franchisor by the franchisee, including payments for goods and services received from the franchisor before the business opens, shall be deferred pending satisfaction of all of the franchisor's pre-opening obligations to the franchisee. In addition, all development fees and initial payments by developers shall be deferred until the first franchise under the Development Rights Rider opens.

Item 17.

The Franchise Agreement provides that NBC Franchisor LLC may terminate these Agreements, as applicable, if you voluntarily or involuntarily file for bankruptcy, as described in the "Summary of Cause Defined" (provision (h.)). This provision may not be enforceable under federal bankruptcy law.

Any general release signed as a condition to renewal, sale, assignment, or transfer of these Agreements shall not release Franchisor from any liability imposed by the Maryland Franchise Registration and Disclosure Law.

Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to agree to any release, estoppel or waiver of liability as a condition of purchasing a franchise. To the extent that the Franchise Agreement or Development Rights Rider may require you to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law in order to purchase your franchise, it is hereby amended to state that such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law requires the franchisor to file an irrevocable consent to be sued in Maryland. Accordingly, the Summary of the Choice of Forum (provision (v.)) is amended to provide that you may file a lawsuit alleging a

cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction within the State of Maryland.

Section 14-227 of the Maryland Franchise Registration and Disclosure Law provides that any action brought under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

Franchisee/Developer's Signature

Date

Franchisor's Signature

Date

EXHIBIT H TO THE FRANCHISE DISCLOSURE DOCUMENT

**ADDENDUM TO DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT AND
DEVELOPMENT RIGHTS RIDER
FOR THE STATE OF MINNESOTA**

This addendum to the disclosure document is agreed to this ___ day of _____, 20__, and effectively amends and revises said disclosure document and Franchise Agreement and Development Rights Rider as follows:

1. The “**Special Risks to Consider About *This Franchise***” page is revised to include the following risk factors:

Financial Condition. The Franchisor’s financial condition as reflected in the financial statements (see Item 21) calls into question the Franchisor’s financial ability to provide services and support to you.

2. Item 13 of the disclosure document and Article 6 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“In accordance with applicable requirements of Minnesota law, Franchisor shall protect Franchisee’s right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding such use.”

3. Item 17 of the disclosure document and Article 15 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Stat. Sec. 80c.14, Subd.3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the disclosure document.”

3. Item 17 of the disclosure document and Article 20 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“Minn. Stat. Sec. 80C.21 and Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee’s rights to any procedure, forum, or remedies provided for by the laws of jurisdiction.”

4. Item 17 of the disclosure document and Sections 2.2 and 17.4 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release.”

5. Any reference to liquidated damages in the Franchise Agreement is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits requiring you to consent to liquidated damages.

6. Article 20 of the Franchise Agreement is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits waiver of a jury trial.

7. Section 19.8 of the Franchise Agreement regarding Limitations of Claims is hereby amended to comply with Minn. Stat. §80C.17, Subd. 5.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20__.

ATTEST

NBC FRANCHISOR LLC

Witness

By: _____
Name: _____
Title: _____

FRANCHISEE:

Witness

EXHIBIT H TO THE FRANCHISE DISCLOSURE DOCUMENT

**NBC FRANCHISOR LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF NEW YORK**

**THE NBC FRANCHISOR LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH
THE FEDERAL TRADE COMMISSION AND THE STATE OF NEW YORK.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION
REQUIRED EXCLUSIVELY BY THE STATE OF NEW YORK
AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.**

*** * ***

**THE INFORMATION CONTAINED HEREIN MUST BE
REVIEWED IN CONJUNCTION WITH THE FDD**

**NBC FRANCHISOR LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK**

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STATEMENT REQUIRED BY THE STATE OF NEW YORK

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE/DEVELOPER TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

**AMENDMENT TO THE NBC FRANCHISOR LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of Article 33 of the General Business Law of the State of New York, the parties to the NBC Franchisor LLC Franchise Agreement agree as follows:

1. Sections 2.2(h) and 17.4(k) of the Franchise Agreement will be supplemented by adding the following language at the end of the Sections:

provided, however, that all rights enjoyed by Franchisee/developer and any causes of action arising in franchisee/developer's favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied;

2. Section 19.2 of the Franchise Agreement shall be supplemented by the addition of the following language at the end of the Section:

However, the foregoing choice of law shall not be considered a waiver of any right conferred upon franchisee/developer by the provisions of Article 33 of the General Business Law of the State of New York.

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the General Business Law of the State of New York, Sections 680-695, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Franchise Agreement in duplicate on the date indicated below.

ATTEST

NBC FRANCHISOR LLC

Witness

By: _____
Name: _____
Title: _____

FRANCHISEE:

**ADDENDUM TO NBC FRANCHISOR LLC'S
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.2 the Franchise Disclosure Document for NBC Franchisor LLC for use in the State of New York shall be amended as follows:

1. Item 3 shall be supplemented by the following:

Neither we, our predecessor, nor any person identified in Item 2 or an affiliate offering franchises under our principal trademark 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.

Neither we, our predecessor, nor any person identified in Item 2 or an affiliate offering franchises under our principal trademark has been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded *nolo contendere* to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

Neither we, our predecessor, any person identified in Item 2 or an affiliate offering franchises under our principal trademark 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.

2. Item 4 shall be supplemented by the following:

During the 10-year period immediately before the application for registration, neither we nor our affiliate, any predecessor, current officers or general partner has: (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after our officer or general partner held this position in the company or partnership.

3. Item 17, the Summary Column opposite Provision W, shall be amended to also state the following:

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

ATTEST

NBC FRANCHISOR LLC

Witness

By: _____
Name: _____
Title: _____

FRANCHISEE:

**AMENDMENT TO NBC FRANCHISOR LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE COMMONWEALTH OF VIRGINIA**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for NBC Franchisor LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17.h

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

ATTEST

NBC FRANCHISOR LLC

Witness

By: _____
Name: _____
Title: _____

FRANCHISEE:

EXHIBIT H TO THE DISCLOSURE DOCUMENT

**ADDENDUM TO THE NBC FRANCHISOR LLC
DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT AND DEVELOPMENT RIGHTS
RIDER REQUIRED BY THE STATE OF WASHINGTON**

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington. The undersigned does hereby acknowledge receipt of this addendum.

Item 3 – To resolve an investigation by the Washington Attorney General and without admitting any liability, we have entered into an Assurance of Discontinuance (“AOD”) with the State of Washington dated January 31, 2020, where we affirmed that we already removed from our form franchise agreement any provision which

restricted a franchisee from soliciting and/or hiring the employees of our other franchisees, which the Attorney General alleges violated Washington state and federal antitrust and unfair practices laws. We have agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to not include any such provisions in future franchise agreements, to request that our Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify our franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against us.

The undersigned does hereby acknowledge receipt of this addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20____.

ATTEST

NBC FRANCHISOR LLC

Witness

By: _____
Name: _____
Title: _____

FRANCHISEE:

Witness

EXHIBIT H TO THE DISCLOSURE DOCUMENT

**NBC FRANCHISOR LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF WISCONSIN**

**THE NBC FRANCHISOR LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH
THE FEDERAL TRADE COMMISSION AND THE STATE OF WISCONSIN.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION
REQUIRED EXCLUSIVELY BY THE STATE OF WISCONSIN
AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.**

*** * ***

**THE INFORMATION CONTAINED HEREIN MUST BE
REVIEWED IN CONJUNCTION WITH THE FDD**

**EXHIBIT H TO THE DISCLOSURE DOCUMENT
AMENDMENT TO NBC FRANCHISOR LLC
FRANCHISE AGREEMENT OR DEVELOPMENT RIGHTS RIDER
REQUIRED BY THE STATE OF WISCONSIN**

This Amendment shall pertain to franchises sold in the State of Wisconsin and shall be for the purpose of complying with the Wisconsin Fair Dealership Law. Notwithstanding anything which may be contained in the body of the Franchise Agreement or Development Rights Rider to be contrary, the Agreements shall be amended as follows:

Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between Franchisor and franchisee/developer inconsistent with the Law.

ATTEST

NBC FRANCHISOR LLC

Witness

By: _____
Name: _____
Title: _____

FRANCHISEE:

Witness

EXHIBIT H TO THE DISCLOSURE DOCUMENT

**ADDENDUM TO NBC FRANCHISOR LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WISCONSIN**

For franchises and franchisees/developers subject to the Wisconsin Fair Dealership Law, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the NBC Franchisor LLC Wisconsin Franchise Disclosure Document.

Item 17.

For Wisconsin franchisee/developers, ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract between Franchisor and franchisee/developer inconsistent with the Law.

EXHIBIT I TO THE DISCLOSURE DOCUMENT

CONFIDENTIALITY AND NONDISCLOSURE **NBC FRANCHISOR LLC**

Given the confidential nature of the information to be provided to persons interested in purchasing a Nothing Bundt Cakes franchise (“Prospective Franchisee”) during their evaluation of the Nothing Bundt Cakes franchise opportunity (“NBF Franchises”), NBC Franchisor LLC (the “Franchisor”) requires that should the Prospective Franchisee not purchase a NBF Franchise, the Prospective Franchisee may not use any of the information provided by Franchisor during the Prospective Franchisee’s evaluation of Franchisor’s business, for any purpose whatsoever. Therefore, Franchisor requires Prospective Franchisees interested in learning about the operation of a NBF Franchise to execute this “Confidentiality & Nondisclosure Agreement”.

Now, Therefore –

1. Prospective Franchisees acknowledges that he/she will be provided confidential information regarding the development and operation of Nothing Bundt Cakes bakeries.

2. It is further understood that Franchisor has invested significant money to develop certain proprietary and confidential systems and trade secrets relating to the operation of a NBF Franchise, which include, without limitation, Proprietary Recipes and other standards and specifications relating to food preparation and presentation, kitchen equipment, and the build-out of a Nothing Bundt Cakes bakery; as well as information about proprietary merchandise, proprietary software Franchisor may now or in the future create; the Franchisor’s Operations Manual and copyrighted materials; food preparation and baking methods; and other techniques and know-how concerning the operation of the Franchisor’s business (“Confidential Information”).

3. Therefore, any and all Confidential Information provided to Prospective Franchisees during in-person meetings with the Company, as well as information that may be provided (in any format) to Prospective Franchisee by other means such as by personal meetings, conversation, mail, fax or electronic transmissions, shall be deemed to be Confidential Information for purposes of this Agreement.

4. The Confidential Information that is disclosed to Prospective Franchisees is being provided solely on the condition that the Prospective Franchisee(s) agree herein that he/she shall hold in strict confidence all Confidential Information and all other information provided them by the Company. Unless the Franchisor otherwise agrees in writing, the Prospective Franchisee will not to disclose any such information even after said person(s) cease to be considered a Prospective Franchisee; and, the Prospective Franchisee will not use any such information for the purpose of operating or owning a business that is considered to be in competition with Nothing Bundt Cakes bakeries.

5. Except as otherwise approved in writing by the Franchisor, the prospective Franchisee shall not for himself/herself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, own, maintain, engage in, lend money to, extend credit to, have controlling interest in, or be employed as an officer, director, executive, or principal of any bakery, except as stipulated in Item 8 below.

6. 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

Franchisor is a party, the Prospective Franchisee 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.

7. The Prospective Franchisee is aware that a violation of this Agreement will cause Franchisor irreparable harm; and therefore acknowledges and agrees that the Franchisor may apply for the issuance of an injunction preventing the Prospective Franchisee from violating this Agreement. In addition, the prospective Franchisee hereby agrees to pay Franchisor all costs it incurs, including, without limitation, legal fees and expenses, if this Agreement is enforced.

8. Notwithstanding anything stated herein, this Agreement shall not restrict the Prospective Franchisee from purchasing a franchise from other companies operating bakeries; provided, however, that Prospective Franchisee does not in any manner use the information learned while discussing the Franchise opportunity with Franchisor.

9. This Agreement shall be construed under the laws of the State of Texas. The only way this Agreement can be changed is in writing signed by both the Franchisor and me.

ACKNOWLEDGED

PROSPECTIVE FRANCHISEE

Signature: _____

Date: _____

Name: _____

EXHIBIT J TO THE DISCLOSURE DOCUMENT
FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

THIS ACKNOWLEDGEMENT SHALL NOT BE COMPLETED BY YOU, AND WILL NOT APPLY, IF THE OFFER OR SALE OF THE FRANCHISE IS SUBJECT TO THE STATE FRANCHISE DISCLOSURE LAWS IN THE STATES OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

THIS ACKNOWLEDGEMENT SHALL NOT BE COMPLETED BY YOU, AND WILL NOT APPLY, IF THE FRANCHISE IS TO BE OPERATED IN, OR IF YOU ARE A RESIDENT OF, CALIFORNIA OR MARYLAND.

As you know, NBC Franchisor LLC (the “Franchisor”) and you are preparing to enter into a Franchise Agreement for the establishment and operation of a “Nothing Bundt Cakes” Bakery. The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of Franchisor, or by employees or authorized representatives of a broker acting on behalf of the Franchisor (“Broker”), that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

In the event that you are intending to purchase an existing “Nothing Bundt Cakes” Bakery from an existing Franchisee, you may have received information from the transferring Franchisee, who are not employees or representatives of Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing “Nothing Bundt Cakes” Bakery from an existing Franchisee?

Yes _____ No _____

2. I had my first face-to-face meeting with a Franchisor representative on _____, 20____.

3. Have you received and personally reviewed the Franchise Agreement and each Addendum related agreement attached to it?

Yes _____ No _____

4. Do you understand all of the information contained in the Franchise Agreement, each Addendum and related agreement provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

5. Have you received and personally reviewed the Franchisor’s Disclosure Document (Disclosure Document) that was provided to you?

Yes _____ No _____

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes _____ No _____

7. Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes _____ No _____

If No, what parts of the Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary.)

8. Have you discussed the benefits and risks of establishing and operating a “Nothing Bundt Cakes” Bakery with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

9. Do you understand that the success or failure of your “Nothing Bundt Cakes” Bakery will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes _____ No _____

10. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise concerning the revenues, project cost, (project cost), profits or operating costs of a “Nothing Bundt Cakes” Bakery operated by the Franchisor or its Franchisees, that is contrary to the information contained in the Disclosure Document?

Yes _____ No _____

11. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to the information contained in the Disclosure Document?

Yes _____ No _____

12. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the “Nothing Bundt Cakes” Bakery will generate, that is contrary to the information contained in the Disclosure Document?

Yes _____ No _____

13. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the “Nothing Bundt Cakes” Bakery that is contrary to or different from, the information contained in the Disclosure Document?

Yes _____ No _____

14. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a “Nothing Bundt Cakes” Bakery?

Yes _____ No _____

15. Has any employee or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document?

Yes _____ No _____

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

17. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

18. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? _____

If you have answered Yes to any one of questions 10-17, please provide a full explanation of each Yes answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered No to each of questions 10-17, please leave the following lines blank.

I signed the Franchise Agreement and Addendum (if any) on _____, 20____, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including the Broker or any other broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including the Broker or any other broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None".

C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures"). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

- (i) a person or entity listed in the Annex to the Executive Order;
- (ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;
- (iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or
- (iv) owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Acknowledged this ____ day of _____, 20____.

Sign here if you are taking the franchise as an
INDIVIDUAL

Sign here if you are taking the franchise as a
CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP

Signature

Print Name _____

Signature

Print Name _____

Signature

Print Name _____

Signature

Print Name _____

Print Name of Legal Entity

By: _____
Signature

Print Name _____

Title _____

EXHIBIT K TO THE DISCLOSURE DOCUMENT
FORM OF GENERAL RELEASE

NBC FRANCHISOR LLC

SAMPLE GENERAL RELEASE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__ by and between NBC Franchisor LLC, a Delaware limited liability company having its principal place of business located at 4560 Belt Line Rd, Addison, Texas 75001 (the “Franchisor”), and _____, an individual residing at _____ OR _____ (hereinafter referred to as “Releasor”), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows:

1. **Release by Releasor:**

Releasor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Releasor breaches any of the promises covenants, or undertakings made herein by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys’ fees.

2. Releasor hereto represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys’ fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

3. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

4. Texas law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

5. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed in the State of Texas.

6. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

Witness:

RELEASOR:

(Name)

Witness:

NBC FRANCHISOR LLC:

By: _____
Name: _____
Title: _____

EXHIBIT L TO THE DISCLOSURE DOCUMENT
STATE EFFECTIVE DATES

The following states require that this Disclosure Document be registered or filed with the state, 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 Disclosure Document is either not registered or registered, on file or exempt from registration in the following states having franchise registration and disclosure laws or business opportunity laws, with the following effective dates:

California	April 30, 2023 (Exempt)
Hawaii	Not Filed
Illinois	April 30, 2023 (Exempt)
Indiana	April 30, 2023 (Exempt)
Maryland	Pending
Michigan	April 30, 2023
Minnesota	Pending
New York	April 30, 2023 (Exempt)
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

RECEIPT
(KEEP THIS COPY FOR YOUR RECORDS)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If NBC Franchisor LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. 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 NBC Franchisor LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit A.

Issuance date: April 30, 2023

The franchise seller is NBC Franchisor LLC, located at 4560 Belt Line Road, Suite 350, Addison, Texas 75001. Its telephone number is (469) 534-3292.

Any additional individual franchise sellers involved in offering the Nothing Bundt Cakes franchises are: Chris Tarrant, 4560 Belt Line Road, Suite 350, Addison, Texas 75001, chris.tarrant@nothingbundtcakes.com; (469)534-3292 and Wisam Safie, 4560 Belt Line Road, Suite 350, Addison, Texas 75001, Wisam.safie@nothingbundtcakes.com; (469) 534-3292. NBC Franchisor LLC authorizes the agents listed in Exhibit A to receive service of process for it.

I have received a disclosure document dated April 30, 2023, that included the following Exhibits:

A – List of State Agencies/Agents for Service of Process	G – Franchisees Who Have Left the System
B – Franchise Agreement	H – State Specific Addendum
C – Development Rights Rider	I – Confidentiality and Non-Disclosure Agreement
D – Financial Statements	J – Franchisee Disclosure Acknowledgment Statement
E – Operations Manual Table of Contents	K – Form of General Release
F – List of Franchisees	L - State Effective Dates

Date: _____
(Do not leave blank)

Signature of Prospective Franchisee

Print Name

You may return the signed receipt either by signing, dating and mailing it to NBC Franchisor LLC at 4560 Belt Line Road, Suite 350, Addison, Texas 75001, or emailing a copy of the signed and dated receipt to legal@nothingbundtcakes.com.

RECEIPT
(RETURN THIS COPY TO US)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If NBC Franchisor LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. 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.

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