FRANCHISE DISCLOSURE DOCUMENT

Better Blend Franchising, LLC
An Ohio limited liability company
345 W. 4th Street
Cincinnati, OH 45202
859-777-2565
www.betterblend.com

As a Better Blend franchisee, you will operate a healthy and convenient quick service restaurant specializing in nutritionally complete smoothies and smoothie bowls.

The total investment necessary to begin operation of a Better Blend franchise is $226,200 to $492,700. This includes $43,000 to $47,000 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation under a three-unit Multi-Unit Development Agreement (including the first unit) is $631,100 to $1,430,600. This includes $81,500 to $93,500 that must be paid to the franchisor. You must develop at least three Better Blend units under the Multi-Unit Development Agreement.

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

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, please contact Isaac Hamlin at 345 W. 4th Street, Cincinnati, OH 45202 and 859-803-7431.

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

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

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

Issuance Date: July 15, 2025

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit 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 requires you to resolve disputes with the franchisor by arbitration or litigation only in Ohio. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Ohio than in your own state.

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.

(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)

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 protection 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 franchisee 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 a competitor of the franchisor or sub-franchisor.

(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 franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373 7117

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State Effective Dates
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Item 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

In this disclosure document, "we," "us," or "our" refers to Better Blend Franchising, LLC. "You" means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement's provisions also will apply to your owners.

About Us

Our name is Better Blend Franchising, LLC. Our principal business address is 345 W. 4th Street, Cincinnati, OH 45202. We do not have any parent entities. We do not have any affiliates that offer franchises in any line of business.

Our affiliate Better Blend Nutrition LLC will sell mixes to you, as well as cups, bowls, and certain other inventory. Its business address is 8181 Mall Road, Florence, KY 41042.

We do not have any predecessors.

We use the names "Better Blend Franchising, LLC" and "Better Blend." We do not intend to use any other names to conduct business.

Our agent for service of process in Ohio is Isaac Hamlin at 704 Race Street, Cincinnati, OH 45202. Our agents for service of process in other states are disclosed in Exhibit A.

We are an Ohio limited liability company. We were formed on June 18, 2022.

We do not operate businesses of the type being franchised.

We do not have any other business activities. We have not offered franchises in other lines of business.

We have offered franchises since July 15, 2022.

Better Blend Nutrition LLC opened the first Better Blend in Florence, Kentucky, in 2018. On September 30, 2024, our affiliate Better Blend Nutrition LLC reacquired two locations in Mason, Ohio and Loveland, Ohio from the franchisee and continues to operate them as a company-owned units.

The Franchises Offered

If you sign a franchise agreement with us, you will develop and operate a healthy and convenient quick service restaurant specializing in nutritionally complete smoothies and smoothie bowls under the trade name Better Blend. If you sign a Multi-Unit Development Agreement (attached as Exhibit C to this disclosure document), you will develop multiple Better Blend outlets, on an agreed-upon schedule. For each future unit franchise, we will require you to sign our then-

current form of franchise agreement, which may be different from the form of franchise agreement included in this disclosure document.

The market for restaurants specializing in healthy smoothies and other nutritious foods is well developed. Our customers are health, fitness and nutrition conscious consumers. Sales are not seasonal.

You will compete against other restaurants specializing in smoothies and health foods, including national chains, regional chains, and independent owners. Some of these competitors are franchised.

Laws and Regulations

The restaurant industry has certain laws and regulations specific to it. The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and various state and local health departments administer and enforce laws and regulations that govern food preparation and service, waste disposal, and sanitary conditions. State and local agencies inspect restaurants for compliance with these requirements. Certain provisions of these laws impose limits on emissions resulting from commercial food preparation. Some states have also adopted or are considering proposals to regulate indoor air quality. For certain classes of employees in restaurants, the wage laws are different from other businesses.

The menu labeling provisions of the Patient Protection and Affordable Health Care Act require restaurant chains with 20 or more units to post caloric information on menus and menu boards, and to provide additional written nutrition information available to consumers upon request. For smaller chains, some states and local governments may require you to comply with laws relating to the labeling that is included on your menus, menu boards, and related materials. Some state and local authorities have also adopted, or are considering adopting, laws or regulations that would affect the content or make-up of food served in restaurants, such as the level of trans-fat contained in a food item. Applicable laws and regulations prohibit false or misleading claims regarding health and nutrition of food items.

You are responsible for investigating and complying with all applicable laws and regulations, despite any information that we may give you. You should consult with a legal advisor about legal requirements that may apply to your business, including any permits and licenses necessary to operate in your market.

Item 2
BUSINESS EXPERIENCE

Isaac Hamlin – Chief Executive Officer. Isaac Hamlin has been Chief Executive Officer of Better Blend since March 2018 in Florence, KY and Cincinnati, OH.

Macy Stiles – Chief Operating Officer; District Manager. Macy Stiles has been Chief Operating Officer of Better Blend Franchising since April 2022 in Cincinnati, OH. She has also

been District Manager for Better Blend in Florence, KY since January 2020. She was a Paralegal for Reisenfeld & Associates LLC from March 2018 to May 2020 in Cincinnati, OH.

Kimberly Hamlin – Director of Marketing. Kimberly Hamlin has been Director of Marketing for Better Blend since March 2018 in Florence, KY, and Cincinnati, OH. She was a Paralegal with the Department of Justice, Offices of the United States Attorneys, in Cincinnati, OH, from November 2021 to June 2023. She was a Paralegal with Forfeiture Support Associates from March 2019 to November 2021, in Cincinnati, OH.

Jessica O'Connor – Business Development Leader; General Manager. Jessica O'Connor has been Business Development Leader for Better Blend in Cincinnati, OH, since April 2023. She has also been General Manager for Better Blend in Clifton, OH since September 2021, and she was previously a Blender for Better Blend in Florence, KY starting in December 2020. She was a server at Belterra Casino Resort in Vevay, IN from June 2019 to March 2020.

Item 3
LITIGATION

No litigation is required to be disclosed in this Item.

Item 4
BANKRUPTCY

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

Item 5
INITIAL FEES

Initial Franchise Fee – Traditional and Non-Traditional Single Units

When you sign your Franchise Agreement for a traditional or non-traditional single unit, you must pay us $35,000 in a lump sum as the Initial Fee. This Initial Fee is uniform and is not refundable.

Franchisor will reduce the Initial Fee by 20% for an honorably discharged veteran who provides Franchisor with a copy of their undeleted DD214 form, or a first responder or public servant (military, police, fire, EMT, licensed healthcare providers, nurses, public health officials, etc.), who provides proof of active status satisfactory to Franchisor.

Certain Inventory Items

Our affiliate Better Blend Nutrition LLC will sell certain inventory to you. Currently, it is sole supplier of your mixes, to-go bags, BlendBox Pouches, and BlendBox Boxes. You will spend approximately $8,000 to $12,000 on these items before you open. You will pay upon ordering. It is not refundable.

Multi-Unit Development

If you and we agree that you will develop three or more franchises, then you will sign our Multi-Unit Development Agreement ("MUDA") in the form of Exhibit C to this disclosure document. Upon signing, you will pay a Multi-Unit Deposit of $57,500. Your Initial Fee for your first unit is $35,000. Your franchise fees will be reduced to $25,000 for the second outlet and further reduced to $20,000 for the third and each additional outlet. You will pay 50% of these franchise fees upon signing the MUDA, and the balance for each franchise when you sign the lease for each location. You must sign a separate Franchise Agreement for the additional location at that time. These fees are not refundable.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	6% of your adjusted gross sales	Weekly, on Tuesday	See Notes 1, 2 and 3.
Marketing Fund Contribution	Currently, 1% of your adjusted gross sales	Weekly, on Tuesday	We reserve the right to increase the Marketing Fund Contribution to 2% of your adjusted gross sales.
Market Cooperative Contribution	As determined by the cooperative. Currently, none.	Weekly, on Tuesday	We have the right to establish local or regional advertising cooperatives. If you are a member of a cooperative, you and other members may vote to require each member to contribute between 1% and 5% of adjusted gross sales to the cooperative.
Technology Fee	Currently, none.	Weekly, on Tuesday	We reserve the right to charge a commercially reasonable fee for software and other technology products and services we provide. The technology fee will not necessarily be a pass-through of our exact costs. We may add, remove, or alter the software or technology products or services that we provide. The technology fee will not exceed $500 per month (subject to inflation adjustment).
Replacement / Additional Training fee	Currently, $250 per person per day	Prior to attending training	If you send a manager or other employee to our training program after you open, we will charge our then-current training fee.

Type of Fee	Amount	Due Date	Remarks
Third party vendors	Pass-through of costs, plus reasonable administrative charge. Currently, none.	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together with a reasonable markup or charge for administering the payment program.
Non-compliance fee	$500 per instance	On demand	We may charge you $500 for any aspect of your business which is not in compliance with our system specifications or the franchise agreement and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you $250 per week until you correct such non-compliance.
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.
Late fee	$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law)	On demand	We may charge a late fee if you fail to make a required payment when due.
Insufficient funds fee	$30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	On demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.

Type of Fee	Amount	Due Date	Remarks
Costs of collection or enforcement	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us, or otherwise enforcing your franchise agreement.
Convention fee	As determined by us; currently, none.	Prior to convention	If we conduct a national or regional meeting or convention, we will charge you the attendance fee even if you do not attend. You are responsible for all travel and living expenses of attending any such meeting or convention.
Special support fee	Our then-current fee, plus our expenses. Currently, $600 per day.	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).
Customer complaint resolution	Our expenses		We may take any action we deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Records audit	Our actual cost	On demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported adjusted gross sales by more than 3% for any 4-week period.
Special inspection fee	Currently $600, plus our out-of-pocket costs	On demand	Payable only if we conduct an inspection of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.

Type of Fee	Amount	Due Date	Remarks
Renewal fee	50% of the then-current franchise fee, but not less than $17,500	Upon renewal	Payable if you enter into a successor franchise agreement at the end of your agreement term.
Transfer fee	$17,500 plus any broker fees and other out-of-pocket fees we incur	When transfer occurs	Payable if you sell your business.
Temporary management fee	10% of adjusted gross sales plus our expenses	On demand	We have the right to temporarily manage your business and charge this fee if (i) you die or become incapacitated, (ii) we exercise our right to purchase your business after your franchise agreement end, or (iii) you operate the business in a dangerous manner.
Liquidated damages	An amount equal to royalty fees and marketing fund contributions for the lesser of (i) 2 years or (ii) the remaining weeks of the franchise term.	On demand	Payable if we terminate your franchise agreement because of your default, or if you terminate the franchise agreement without the right to do so.
Indemnity	All of our costs and losses from any legal action related to the operation of your franchise, or any act by you or your employees	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the development or operation of your franchise, or any act or omission by you or any employee of your business (unless caused by our intentional misconduct or gross negligence).
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.

All fees are payable only to us (other than software subscription charges). All fees are imposed by us and collected by us (other than software subscription charges). All fees are non-

refundable. We do not represent that all fees are uniform for all franchisees; we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate. There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

1. "Adjusted Gross Sales" is defined in our franchise agreement as the total dollar amount of all sales generated through your business for a given period, including, but not limited to, payment for any services or products sold by you, whether for cash or credit. It also includes any proceeds you receive from business interruption insurance. Adjusted Gross Sales does not include (i) coupons, discounts, and bona fide refunds to customers, (ii) sales taxes collected, or (iii) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Adjusted Gross Sales).

2. You must report your adjusted gross sales to us each week. If you fail to report your adjusted gross sales, we will withdraw estimated royalty fees and marketing fund contributions based on 125% of the most recent adjusted gross sales you reported. We will true-up the actual fees after you report adjusted gross sales.

3. We currently require you to pay royalty fees and other amounts due to us by pre-authorized bank draft. However, we can require an alternative payment method. If we permit you to pay by credit card or any other method which causes us to incur a processing fee, you will be responsible for the amount of the processing fee.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT - FRANCHISE AGREEMENT

Type of expenditure	Low Amount	High Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee (see Note 1)	$35,000	$35,000	Check or wire transfer	Upon signing the franchise agreement	Us
Rent (one month) (see Note 2)	$1,200	$6,500	Check	Upon signing lease	Landlord
Lease Security Deposit (see Note 2)	$1,200	$6,500	Check	Upon signing lease	Landlord
Utilities	$0	$1,500	Check, debit, and/or credit	Upon ordering service	Utility providers

Type of expenditure	Low Amount	High Amount	Method of payment	When due	To whom payment is to be made
Architectural / Engineering	$5,500	$14,000	Check, debit, and/or credit	As incurred	Architect; engineering company
Leasehold Improvements	$118,000	$300,000	Check	As incurred or when billed	Contractors
Design & Décor	$200	$700	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers
Market Introduction Program and Grand Opening	$7,500	$10,000	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers
Furniture, Fixtures, and Equipment	$31,000	$42,000	Check, debit, and/or credit	As incurred	Vendors and suppliers
Computer Systems	$2,100	$4,000	Check, debit, and/or credit	As incurred	Vendors and suppliers
Insurance (12 months)	$1,000	$2,500	Check	Upon ordering	Insurance company
Signage	$8,000	$20,000	Check, debit, and/or credit	Upon ordering	Vendor
Inventory	$8,000	$12,000	Check, debit, and/or credit	Upon ordering	Our affiliate; vendors
Licenses and Permits	$1,000	$6,000	Check	Upon application	Government
Professional Fees (lawyer, accountant, etc.)	$500	$3,000	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Travel, lodging, and meals for initial training	$0	$4,000	Cash, debit, or credit	As incurred	Airlines, hotels, and restaurants
Expenses for on-site training	$1,000	$5,000	Check or electronic transfer	As incurred	Employees

Type of expenditure	Low Amount	High Amount	Method of payment	When due	To whom payment is to be made
Additional funds (for first 3 months) (see Note 3)	$5,000	$20,000	Varies	Varies	Employees, suppliers, utilities
Total	**$ 226,200**	**$ 492,700**			

YOUR ESTIMATED INITIAL INVESTMENT - MULTI UNIT DEVELOPMENT AGREEMENT

Type of expenditure	Low Amount	High Amount	Method of payment	When due	To whom payment is to be made
Deposit	$57,500	$57,500	Check or wire transfer	Upon signing MUDA	Us
Rent (one month) (see Note 2)	$3,600	$19,500	Check	Upon signing lease	Landlord
Lease Security Deposit (see Note 2)	$3,600	$19,500	Check	Upon signing lease	Landlord
Utilities	$0	$4,500	Check, debit, and/or credit	Upon ordering service	Utility providers
Architectural / Engineering	$16,500	$42,000	Check, debit, and/or credit	As incurred	Architect; engineering company
Leasehold Improvements	$354,000	$900,000	Check	As incurred or when billed	Contractors
Design & Décor	$600	$2,100	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers
Market Introduction Program and Grand Opening	$22,500	$30,000	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers
Furniture, Fixtures, and Equipment	$93,000	$126,000	Check, debit, and/or credit	As incurred	Vendors and suppliers

Type of expenditure	Low Amount	High Amount	Method of payment	When due	To whom payment is to be made
Computer Systems	$6,300	$12,000	Check, debit, and/or credit	As incurred	Vendors and suppliers
Insurance (12 months)	$3,000	$7,500	Check	Upon ordering	Insurance company
Signage	$24,000	$60,000	Check, debit, and/or credit	Upon ordering	Vendor
Inventory	$24,000	$36,000	Check, debit, and/or credit	Upon ordering	Our affiliate; vendors
Licenses and Permits	$3,000	$18,000	Check	Upon application	Government
Professional Fees (lawyer, accountant, etc.)	$1,500	$9,000	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Travel, lodging, and meals for initial training	$0	$12,000	Cash, debit, or credit	As incurred	Airlines, hotels, and restaurants
Expenses for on-site training	$3,000	$15,000	Check or electronic transfer	As incurred	Employees
Additional funds (for first 3 months) (see Note 3)	$15,000	$60,000	Varies	Varies	Employees, suppliers, utilities
Total	**$631,100**	**$1,430,600**			

Notes

1. Your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. None of the other expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment.

2. Our estimates in this table assume you pay one month rent plus a security deposit before you open for business. For this to occur, you would need to negotiate a "free rent" period for the time it takes to build out your business. We expect that you will rent your location of approximately 1,000 to 2,000 square feet. If you choose to purchase real estate instead of renting, your costs will be significantly different.

3. This includes any other required expenses you will incur before operations begin and during the initial 3-month period of operations, such as payroll, additional inventory, rent, and other operating expenses in excess of income generated by the business. It does not include any salary or compensation for you. It does not include payments on loans your business may have. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of a Better Blend business by our affiliate, and our general knowledge of the industry.

4. This estimate assumes you sign a Multi-Unit Development Agreement for three to five franchises. The franchise fee for your first unit is counted in the "Estimated Initial Investment – Franchise Agreement" table. Your initial franchise fees are reduced to $30,000 for the second franchise, $25,000 for the third franchise, and $20,000 for the fourth and each additional franchise. You will pay 50% of the additional franchise fees upon signing the MUDA.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications. You must comply with any changes we make in the future to these requirements.

Specific Obligations

The following are our current specific obligations for purchases and leases:

A. Real Estate. Your business location is subject to our approval and must meet our specifications. You must use reasonable efforts to have your landlord sign our form of Rider to Lease Agreement (attached to this disclosure document as Exhibit D).

B. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Brand Standards Manual, which includes (i) "Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Business, for full repair and replacement value (subject to a reasonable deductible); (ii) Business Interruption Insurance covering at least 12 months of income; (iii) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit, (iv) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000, and (v) Workers Compensation coverage as required by state law. Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing

with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation.

C. Point-of-sale software and hardware, and related software and hardware. You must purchase (or lease) the point-of-sale software and hardware, and related software and hardware, that we specify. See Item 11 for more details.

D. Inventory from Better Blend Nutrition LLC. Our affiliate Better Blend Nutrition LLC will sell certain inventory to you. Currently, it is the sole supplier of your mixes, to-go bags, BlendBox Pouches, and BlendBox Boxes.

E. Restaurant Equipment; Other Inventory and Supplies. All of your kitchen equipment must meet our specifications and be purchased only from approved suppliers. You must purchase our proprietary protein blend from our specified vendor. All of your food, supplements, beverage, packaging, and other inventory purchases must meet our specifications and be purchased only from approved suppliers. You must use a distributor that we approve.

F. Advertising and Marketing. Except as otherwise provided in the Brand Standards Manual and advertising or marketing materials that we furnish to you, you must submit all advertising and marketing materials to us for our written approval before use. You must ensure that all advertising or marketing materials that you use are clear, factual, ethical, and not misleading; comply with our brand standards; and comply with all laws. We have the right to establish and control all digital marketing.

Except as described above regarding Better Blend Nutrition LLC, neither we nor any affiliate is currently a supplier of any good or service that you must purchase. We reserve the right to be a supplier (or the sole supplier) of a good or service in the future. None of our officers owns an interest in any supplier to our franchisees other than Issac Hamlin's ownership of Better Blend Nutrition LLC.

Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We have the sole discretion to approve or reject an alternative supplier. We may condition our approval on criteria we deem appropriate, such as evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. There is no fee for us to review or approve an alternate supplier. We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect

of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications after evaluating the intended changes. We may also conduct limited market testing in one or more outlets.

Revenue to Us and Our Affiliates

Our affiliate Better Blend Nutrition LLC will receive revenue from franchisee purchases of certain inventory items. Its revenue from all required purchases and leases of products and services by franchisees in the prior fiscal year ending December 31, 2023 was $183,376. The franchisor's total revenue for the fiscal year ending December 31, 2024 was $193,078. We receive no revenue from franchisee purchases from our affiliate.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 70% to 90% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 70% to 90% of your total purchases and leases of goods and services to operate your business.

Payments by Designated Suppliers to Us

We do not currently receive payments from any designated suppliers based on purchases by you or other franchisees. However, the franchise agreement does not prohibit us from doing so. We have the right to earn a profit from any product we supply or from designated suppliers. We are not required to give you an accounting of any payments we receive from designated suppliers, nor are we required to share any benefits of supplier payments with you or with any other franchisee.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

We do not currently have negotiated purchase arrangements with suppliers, including price terms, for the benefit of franchisees. However, we may do so in the future.

Benefits Provided to You for Purchases

We do not provide any material benefit to you based on your purchase of particular goods or services, or your use of particular suppliers.

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	§§ 6.1, 6.2	Item 11
b. Pre-opening purchase/leases	§§ 6.2, 6.3	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Article 6	Items 5, 7, 8 and 11
d. Initial and ongoing training	§§ 5.2, 6.4, 7.6	Items 5, 6, 8 and 11
e. Opening	§§ 6.5, 6.6	Items 7, 8 and 11
f. Fees	Article 4, §§ 5.3, 6.6, 6.7, 7.8, 8.4, 10.5, 11.2, 11.3, 14.5, 15.2, 16.1, 17.6	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	§§ 6.3, 7.1, 7.3, 7.5, 7.9 – 7.13, 7.15, 9.1, 9.2, 10.1, 10.4, 11.1	Items 8, 11 and 14
h. Trademarks and proprietary information	Article 12, § 13.1	Items 13 and 14
i. Restrictions on products/services offered	§ 7.3	Items 8, 11 and 16
j. Warranty and customer service requirements	§§ 7.3, 7.8, 7.9	Item 8
k. Territorial development and sales quotas	§ 2.2	Item 12
l. Ongoing product/service purchases	Article 8	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	§§ 3.2, 7.12, 7.13, 15.2	Items 6, 7 and 8
n. Insurance	§ 7.15	Items 6, 7 and 8
o. Advertising	Article 9	Items 6, 7, 8 and 11
p. Indemnification	Article 16	Items 6 and 8
q. Owner's participation/management/staffing	§§ 2.4, 7.5	Items 15
r. Records and reports	Article 10	Item 11
s. Inspections and audits	§§ 10.5, 11.2	Items 6 and 11
t. Transfer	Article 15	Items 6 and 17

Obligation	Section in agreement	Disclosure document item
u. Renewal	§§ 3.2, 18.11	Items 6 and 17
v. Post-termination obligations	Article 13, §§ 14.3, 14.4	Item 17
w. Non-competition covenants	§ 13.2	Item 17
x. Dispute resolution	Article 17	Items 6 and 17

Item 10
FINANCING

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

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

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

Our Pre-Opening Obligations

Before you open your business:

A. *Your site.* We will review and advise you regarding potential locations that you submit to us. (Section 5.2). If you sign a Multi-Unit Development Agreement, we will approve the location of future sites and territories for those sites, and our then-current standards for sites and territories will apply. We are not obligated to further assist you in locating a site or negotiating the purchase or lease of the site.

(i) We generally do not own your premises and lease it to you.

(ii) If your site is not already known and approved by us when you sign your franchise agreement, then we and you will specify in your franchise agreement the area in which you must select a site (Franchise Agreement, Summary Page). We do not select your site. You must find a potential site and submit your site to us for approval, together with all information and documents about the site that we request. When we accept a site, we will issue a Location Acceptance Letter (in the form of Attachment 2 to the Franchise Agreement).

(iii) The factors we consider in approving sites are general location and neighborhood, competition, trade area demographics, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms.

(iv) The time limit for us to approve or disapprove your proposed site is 30 days after you submit all of our required documents and information. (Section 6.1). If we and you cannot agree on a site, you will be unable to comply with your obligation to develop and open the franchise by the deadline stated in the franchise agreement. Unless we agree to extend the deadline, you will be in default and we may terminate your franchise agreement.

(v) We are not obligated to assist you in conforming the premises of your site to local ordinances and building codes and obtaining any required permits. This will be your responsibility.

B. *Constructing, remodeling, or decorating the premises*. We will advise you regarding the layout, design, and build-out of your business. (Section 5.2)

C. *Hiring and training employees*. Our opening support (as described below) includes assisting you in training employees. All hiring decisions and conditions of employment are your sole responsibility. (Section 7.5)

D. *Necessary equipment, signs, fixtures, opening inventory, and supplies.* We will provide you a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your business. (Section 5.2) We do not provide these items directly; we only provide the names of approved suppliers. We do not deliver or install these items.

E. *Brand Standards Manual*. We will give you access to our Brand Standards Manual in such format as we deem appropriate. (Section 5.1).

F. *Initial Training Program.* We will conduct our initial training program. (Section 5.2). The current initial training program is described below.

G. *Business plan review*. If you request, we will review your pre-opening business plan and financial projections. (Section 5.2)

H. *Market introduction plan*. We will advise you regarding the planning and execution of your market introduction plan. (Section 5.2)

I. *On-site opening support.* We will have a representative provide on-site support for at least three days in connection with your business opening, at our expense (Section 5.2). We are not obligated to provide opening support for your third or additional locations.

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is six to twelve months. Factors that may affect the time period include your ability to obtain a lease, obtain financing, develop your location, obtain business permits and licenses, and hire employees.

Our Post-Opening Obligations

After you open your business:

A. *Developing products or services you will offer to your customers*. Although it is our intent to refine and develop products or services that you will offer to your customers, the franchise agreement does not obligate us to do so.

B. *Hiring and training employees*. All hiring decisions and conditions of employment are your sole responsibility. (Section 7.5)

C. *Improving and developing your business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently $600 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 5.3)

D. *Establishing prices*. Upon your request, we will provide recommended prices for products and services (Section 5.3). We have the right to determine prices charged by our franchisees for goods and services (but only to the extent permitted by applicable law) (Section 7.4).

E. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* If you request, we will provide you our recommended procedures for administration, bookkeeping, accounting, and inventory control (Section 5.3). We may make any such procedures part of required (and not merely recommended) procedures for our system.

F. *Marketing Fund*. We will administer the Marketing Fund (Section 5.3). We will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of our fiscal year and will provide the financial statement to you upon written request. (Section 9.3)

G. *Website*. We will maintain a website for the Better Blend brand, which will include your business information. (Section 5.3)

Advertising

Our obligation. We will use the Marketing Fund only for marketing and related purposes and costs. Media coverage is primarily local. We use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located. We will maintain the brand website (which may be paid for by the Marketing Fund). We have no other obligation to conduct advertising.

Your own advertising material. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or

marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you. We have the right to establish and control all social media accounts and other digital marketing. You must ensure that all advertising or marketing materials that you use are clear, factual, ethical, and not misleading; comply with our brand standards; and comply with all laws.

Advertising council. We do not have an advertising council composed of franchisees. The franchise agreement does not give us the power to form an advertising council.

Local or Regional Advertising Cooperatives. We do not currently have any local or regional advertising cooperatives. We have the right to require you to participate in a local or regional advertising cooperative. We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. Each franchisee in the area would have one vote per outlet (unless the franchisee is in default under its franchise agreement). The amount you must contribute to the cooperative will be determined by vote of the members, but not less than 1% and not more than 5% of adjusted gross sales. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as an advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review. Cooperatives will prepare annual financial statements which will be made available for review only by us and by the members of the cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged.

Marketing Fund. You and all other franchisees must contribute to our Marketing Fund. Your contribution is 1% of adjusted gross sales per week. We have the right raise contributions to 2% of adjusted gross sales per week. We reserve the right to have other franchisees contribute a different amount or at a different rate. Outlets that we own are not obligated to contribute to the Marketing Fund. We administer the Marketing Fund. The Marketing Fund is not audited. We will make unaudited annual financial statements available to you upon request.

From the Marketing Fund contributions in the 2024 fiscal year, we spent 12.75% for brand ambassadors (media production), 22.49% for media placement and 64.76% on social media content production and placement. No funds were expended for general and administrative expenses. No money from the Marketing Fund is spent principally to solicit new franchise sales.

If less than all marketing funds are spent in the fiscal year in which they accrue, the money will remain in the Marketing Fund to be spent in the next fiscal year.

Market introduction plan. You must develop a market introduction plan and obtain our approval of the plan at least 30 days before the projected opening date of your business.

Required spending. After you open, you must spend at least 2% of adjusted gross sales each month on marketing your business. This amount is only a minimum requirement, and we do not represent that it is the optimal amount of money for you to spend on marketing.

Point of Sale and Computer Systems

We require you to use Toast as your point-of-sale system. This system includes electronic cash registers, screens, printers, management tools, payroll, scheduling, operating controls, and payment processing to assist you in operating your business. These systems will generate or store data such as customer data, labor data, financial information, and transactions.

We estimate that that Toast, along with associated hardware and systems, will cost between $2,000 and $4,000 to purchase.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We do not require you enter into any such contract with a third party, other than your monthly subscription for Toast.

You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation.

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be $4,800 to $5,500.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information.

Brand Standards Manual

See Exhibit G for the table of contents of our Brand Standards Manual as of the date this disclosure document, with the number of pages devoted to each subject. The Manual has 360 pages.

Training Program

Our training program consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Better Blend Concept & Philosophy	4	2	Cincinnati, OH
Pre-Opening Marketing	2	0	Cincinnati, OH

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Business Compliance	2	2	Cincinnati, OH
Products, Recipes, Prep & Ingredients	3	3	Cincinnati, OH
Position Training, Customer Service & Quality Control	3	7	Cincinnati, OH
Product Ordering & Inventory	2	5	Cincinnati, OH
POS Training	2	4	Cincinnati, OH
Financial & Accounting	3	4	Cincinnati, OH
Cleaning & Maintenance	2	4	Cincinnati, OH
Personnel Management	3	7	Cincinnati, OH
Marketing & Advertising	2	2	Cincinnati, OH
Day to Day Operations Management	3	15	Cincinnati, OH
TOTALS:	31	55	

Training classes will be scheduled in accordance with the needs of new franchisees. We anticipate holding training classes two to four times per year. Training will be held at our offices and business location in Cincinnati, Ohio. We reserve the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the initial training program. We reserve the right to have you train in a store other than our Cincinnati, OH location.

The instructional materials consist of the Brand Standards Manual and other materials, lectures, discussions, and on-the-job demonstration and practice.

Training classes will be led or supervised by Isaac Hamlin, Jess O'Connor and Macy Stiles. Their experience is described in Item 2. Mr. Hamlin and Ms. Stiles each has eight years of experience in our industry, and seven years of experience with us or our affiliates. Ms. O'Connor has six years of experience in our industry, and four years of experience with us or our affiliates.

There is no fee for up to four people to attend training. You must pay the travel and living expenses of people attending training.

You and your general manager (or lead Blender) must attend training. You may send any additional people to training that you want (up to the maximum described above). You must complete training to our satisfaction at least four weeks before opening your business.

Your business must at all times be under your on-site supervision or under the on-site supervision of a general manager who has completed our training program, or another supervisor which you have properly trained. If you need to send a new general manager to our training

program, we will charge a fee, which is currently $250 per day. Otherwise, we do not currently require additional training programs or refresher courses, but we have the right to do so.

Item 12
TERRITORY

Your Location

Your franchise is for a specific location. If the specific location is not known at the time you sign a franchise agreement, then your location is subject to our approval.

Grant of Territory

Your franchise agreement will specify a territory which will be determined by us. Your territory will have a population of approximately 150,000 people (combined population of work and residential). Your territory will usually be specified as a radius around your location. If your business location is not known when you sign your franchise agreement, then we will state your location and territory in a "Location Acceptance Letter" when we approve your location.

Relocation; Establishment of Additional Outlets

You do not have the right to relocate your business, and we have no obligation to approve any request for relocation. Our policy is to approve relocation of a franchisee's business on a case-by-case basis, considering factors such as changes in demographics, profitability of your current business, or a loss of your premises due to circumstances beyond your control.

You do not have the right to establish additional franchised outlets unless you sign a Multi-Unit Development Agreement ("MUDA") in the form attached as Exhibit C to this disclosure document. If you and we sign a MUDA, then you will have the right to establish a mutually-agreed number of additional outlets on a mutually-agreed schedule. Under the MUDA, your right to develop additional outlets is subject to (1) you must comply with the mutually-agreed development schedule, (2) you must have sufficient financial and organizational capacity to develop, open, operate, and manage each additional Better Blend business, (3) you must be in compliance with all brand requirements at your open Better Blend business(es), and (4) you must not be in default under any other agreement with us. We will approve the location of future sites and territories for those sites, and our then-current standards for sites and territories will apply. For each future site, you must sign our then-current form of Franchise Agreement, which may be materially different than the original Franchise Agreement that you signed. You are not obligated to develop additional outlets under the MUDA, and you may terminate it any time without penalty. If you do not meet your development schedule in the MUDA, we have the right to terminate your right to develop additional outlets.

Options to Acquire Additional Franchises

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises.

Territory Protection

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

In your franchise agreement, we grant you a protected territory. In your territory, we will not establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks as a Better Blend outlet, except for restaurants located in limited access venues (meaning venues that serve primarily the customers located within a facility, such as enclosed shopping centers, universities, churches and other religious institutions, sports stadiums, amusement parks, airports, transportation centers, hospitals, military complexes and restricted business complexes).

If your franchise is located in a "limited access venue", then your protected territory will consist solely of the venue.

If you sign a MUDA, we grant you an exclusive development until the date on which you are to open your final Better Blend location. In your development area, we will not establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks as a Better Blend outlet. You will lose your territorial exclusivity if you fail to meet your development schedule, or if we terminate the MUDA because of your default under a franchise agreement.

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

There are no restrictions on us from soliciting or accepting orders from consumers inside your territory. We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory using our principal trademarks or using trademarks different from the ones you will use under your franchise agreement. We do not pay any compensation to you for soliciting or accepting orders from inside your territory.

Soliciting by You Outside Your Territory

All of your marketing and advertising (including online marketing) is subject to our approval. Your marketing and advertising do not need to be restricted to your territory.

Your use of catering and third-party delivery services is subject to our approval. We currently do not restrict the geographic area in which you may provide catering and third-party delivery services, but we reserve the right to do so in the future.

We do not permit you to use any other channels of distribution (such as the internet or catalog sales).

Competition by Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the franchise agreement allows us to do so.

Item 13
TRADEMARKS

Principal Trademark

Our affiliate, Better Blend Nutrition, LLC, is the owner of the Marks and has granted us the exclusive right to use the Marks and license to others the right to use the Marks in the operation of a Better Blend outlet. The Franchise Agreement grants you the right to operate your Franchised Business under Better Blend Marks, as described below.

Better Blend Nutrition, LLC has registered the following Marks on the Principal Register of the United States Patent and Trademark Office:

Trademark	Registration Date	Registration Number
BETTER BLEND	December 24, 2024	7,617,394 (Principal Register)

Better Blend Nutrition, LLC has filed all required affidavit in connection with these registrations. Any affidavits required to maintain these registrations in the future will be filed when due.

Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

Agreements

Licensor owns the trademarks described in this Item. Under an Intercompany License Agreement between us and Better Blend Nutrition, LLC, we have been granted the exclusive right to sublicense the trademarks to franchisees throughout the United States. The agreement has no expiration. It may be modified only by mutual consent of the parties. It may be terminated by our affiliate only if (1) we materially misuse the trademarks and fail to correct the misuse, or (2) we discontinue commercial use of the trademarks for a continuous period of more than one year. The

Intercompany License Agreement specifies that if it is ever terminated, your franchise rights will remain unaffected.

Better Blend Nutrition, LLC entered into a Settlement and Trademark Coexistence Agreement dated November 13, 2020, with Better Blends, LLC, a Minnesota limited liability company (as amended by an Addendum dated November 17, 2021), in which our affiliate agreed to not use the words "BETTER" and "BLEND" except in conjunction with restaurant services and direct sales of goods to consumers and not through third parties (e.g. a grocery store), and to not use its marks or promote its goods and services in a manner likely to cause confusion.

Better Blend Nutrition, LLC entered into a Coexistence Agreement dated April 18, 2023, with J&S Vision Marketing, Inc. ("J&S"). J&S owns U.S. Trademark Registration No. 6,443,280 for use of the mark "BLEND NUTRITION." The parties agreed that there was no likelihood of confusion between their respective marks. Each party agreed to not use its marks or promote its goods and services in a manner likely to cause confusion, and to cooperate in the event of actual consumer confusion.

Protection of Rights

We protect your right to use the principal trademarks listed in this Item, and we protect you against claims of infringement or unfair competition arising out of your use of the trademarks, to the extent described in this section.

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The franchise agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

If you use our trademarks in accordance with the franchise agreement, then (i) we will defend you (at our expense) against any legal action by a third party alleging infringement by your use of the trademark, and (ii) we will indemnify you for expenses and damages if the legal action is resolved unfavorably to you.

Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense. You will have a reasonable period of time to comply with the change, not to exceed 90 days. After such period, you would no longer have the right to use the unmodified or discontinued trademark. Your rights under the franchise agreement do not change, other than the modification or discontinuation of the trademark.

Superior Prior Rights and Infringing Uses

We are aware of a prior trademark registered with U.S. States Patent and Trademark Office which may be considered similar in appearance, sound, and commercial impression: "BETTR" which is in the category of "Fruit beverages; fruit-based beverages; fruit-flavored beverages; vegetable juices; vegetable-based juices; non-alcoholic beverages containing fruit juices; non-alcoholic beverages, namely, carbonated beverages; non-alcoholic malt beverages; protein-

enriched sports beverages; smoothies; soy-based beverages not being milk substitutes; water beverages."

We are also aware of the following food-service businesses: (1) "Blend" or "Blend. Nutrition" in Weymouth, Massachusetts, (2) "Blend Nutrition" in Carson City, Nevada, (3) "Blend Nutrition & Energy" in Round Rock, Texas, and (4) "Blend Smoothie and Salad Bar" with six locations in New York state. These brands may have superior rights in their local trade areas. There may be other uses of marks similar to our trademarks that may affect your use of our trademarks. We cannot represent that we have exclusive or superior rights to our mark in all geographical areas.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Brand Standards Manual as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The franchise agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary protein blend base that you will use for various items on your menu. You will purchase this blend from the vendor we specify.

We have a proprietary, confidential Brand Standards Manual and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, recipes, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information, and know-how.

All customer data and point-of-sale data generated by your business is confidential information and is exclusively owned by us. We license such data back to you without charge solely for your use in connection with your Better Blend business.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Brand Standards Manual and other proprietary information, and you must use our confidential information only for your franchised business. We may require your managers and key employees to sign confidentiality agreements.

You must disclose to us all ideas, plans, recipes, improvements, concepts, methods, and techniques relating to your Better Blend business that you conceive or develop. We will automatically own all such innovations, and we will have the right to incorporate any innovations into our system for use by all franchisees, without any compensation to you.

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

Your Participation

You must devote substantial time and attention to your business.

If you are the sole owner of the business, then you are deemed to be the "Principal; Executive". If the business is owned through a corporation or limited liability company, you must designate one owner as your "Principal Executive". The Principal Executive is the owner primarily responsible for the business and has decision-making authority on behalf of the business. The Principal Executive must own at least 30% of the business. The Principal Executive must complete our initial training program. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Attachment 3 to Exhibit B). We do not require owners' spouses to sign a personal guaranty unless the spouse is also an owner.

"On-Premises" Supervision

You are not required to personally conduct "on-premises" supervision (that is, act as general manager) of your business. However, we recommend on-premises supervision by you.

There is no limit on who you can hire as an on-premises supervisor or general manager, and such person is not required to be an owner of the franchise; however, each person acting as on-premises supervisor or general manager (whether that is you or a hired person) must successfully complete our training program.

If the franchise business is owned by an entity, we do not require that the general manager/on-site supervisor own any equity in the entity.

Restrictions on Your Manager

If we request, you must have your general manager/on-site supervisor (and other key employees that we reasonably designate) sign a confidentiality and non-compete agreement. We will not require you to enter into a confidentiality and non-compete agreement that violates applicable state law, or that prohibits a person from being employed by another Better Blend outlet. We do not require you to place any other restrictions on your manager or on-site supervisor.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only menu items, beverages, goods, and services that we have approved. You are prohibited from offering and selling menu items we do not approve.

You must offer for sale all menu items, beverages, goods, and services that we require. We have the right to change the types of authorized menu items, beverages, goods, and services, and there are no limits on our right to make changes.

We do not restrict your access to customers, except that all sales must be made at or from your premises.

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 the franchise term	Franchise Agreement (FA): § 3.1 Multi-Unit Development Agreement (MUDA): §1(a)	The term of the franchise agreement is 10 years from date of signing. The MUDA will expire on the date that your last franchise is scheduled to open.
b. Renewal or extension of the term	FA: § 3.2 MUDA: none	You may obtain a successor franchise agreement for up to two additional 5-year terms.
c. Requirements for franchisee to renew or extend	FA: §§ 3.2, 18.11 MUDA: none	For our franchise system, "renewal" means that at the end of your term, you sign our successor franchise agreement for an additional five-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance with all contractual obligations to us and third parties; renovate to our then-current standards; sign then-current form of franchise agreement and related documents (including personal guaranty); have not defaulted more than twice under the franchise agreement; complied with all requirements of ethics and values; pay renewal fee; sign general release (unless prohibited by applicable law). If you continue operating your franchise after the expiration of the term without a renewal agreement, then we may either terminate your operation at any time or deem you to have renewed your agreement for a five-year term and collect the renewal fee.
d. Termination by franchisee	FA: § 14.1 MUDA: § 4	If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you. If you sign a MUDA, you may terminate it at any time.

Provision	Section in franchise or other agreement	Summary
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	FA: § 14.2 MUDA: § 4	We may terminate your agreement for cause, subject to any applicable notice and cure opportunity. If you sign a Multi-Unit Development Agreement, termination of your MUDA does not give us the right to terminate your franchise agreement. However, if your franchise agreement is terminated, we have the right to terminate your MUDA.
g. "Cause" defined--curable defaults	FA: § 14.2 MUDA: none	Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure).
h. "Cause" defined--non-curable defaults	FA: § 14.2 MUDA: § 4	FA: Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; fail to open by specified deadline; lose possession of your location; violation of law; violation of confidentiality; violation of non-compete; violation of ethics and values; violation of transfer restrictions; slander or libel of us; refusal to cooperate with our business inspection; cease operations; operate in a manner dangerous to health or safety (if not corrected within 48 hours); score below 90/A on government health inspections more than twice in 36 months; score below passing grade on brand inspection more than twice in 36 months; three defaults in 12 months; cross-termination; charge or conviction of, or plea to a felony, or commission or accusation of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of franchise agreement which by its nature cannot be cured. MUDA: failure to meet development schedule; violation of franchise agreement or other agreement which gives us the right to terminate it.

Provision	Section in franchise or other agreement	Summary
i. Franchisee's obligations on termination/non-renewal	FA: §§ 14.3 – 14.6 MUDA: none	Pay all amounts due; return Manual and proprietary items; cancel assumed names; cancel or transfer phone, post office boxes, directory listings and digital marketing accounts; cease doing business; remove identification; purchase option by us.
j. Assignment of contract by franchisor	FA: § 15.1 MUDA: § 7	Unlimited
k. "Transfer" by franchisee - defined	FA: Article 1 MUDA: Background Statement	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	FA: § 15.2 MUDA: § 7	No transfers without our approval.
m. Conditions for franchisor's approval of transfer	FA: § 15.2 MUDA: none	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and related documents (including personal guaranty); you've made all payments to us and are in compliance with all contractual requirements; buyer completes training program; you sign a general release (subject to state law); business complies with then-current system specifications (including remodel, if applicable).
n. Franchisor's right of first refusal to acquire franchisee's business	FA: § 15.5 MUDA: none	If you want to transfer your business (other than to your co-owner or your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	FA: § 14.6 MUDA: none	When your franchise agreement expires or is terminated, we will have the right to purchase any or all of the assets of your business.
p. Death or disability of franchisee	FA: §§ 2.4, 15.4 MUDA: none	If you die or become incapacitated, a new principal executive acceptable to us must be designated to operate the business, and your executor must transfer the business to an approved new owner within nine months. We

Provision	Section in franchise or other agreement	Summary
		have the right to temporarily operate the business if you die or become incapacitated.
q. Non-competition covenants during the term of the franchise	FA: § 13.2 MUDA: none	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	FA: § 13.2 MUDA: none	For two years, neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor located within five miles of your former territory (or of your site selection area if no territory had been set) or of the territory of any other Better Blend business operating on the date of termination or expiration.
s. Modification of the agreement	FA: § 18.4 MUDA: § 7	No modification or amendment of the agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	FA: § 18.3 MUDA: § 7	Only the terms of the agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement (or MUDA) may not be enforceable. However, no claim made in any franchise agreement (or MUDA) is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	FA: § 17.1 MUDA: § 7	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	FA: §§ 17.1; 17.5 MUDA: § 7	Arbitration will take place where our headquarters is located (currently, Cincinnati, Ohio) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is

Provision	Section in franchise or other agreement	Summary
		then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	FA: § 18.8 MUDA: § 7	Ohio (subject to applicable state law).

For additional disclosures required by certain states, refer to Exhibit I - State Addenda to Disclosure Document.

Item 18
PUBLIC FIGURES

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

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

Presented below is the historical financial performance of all three of the franchisor/affiliate owned outlets open for all of the fiscal year ending December 31, 2024. The information presented in this Item 19 has not been audited, compiled or reviewed by any auditor or independent accountant.

Financial Performance of All Company-Owned Locations Open the Full 12 Month Period of 1-1-2024 to 12-31-2024			
Company-Owned Locations (3)	**Florence**	**Downtown**	**Clifton**
Average Gross Sales	$993,917.82	$652,110.81	$532,971.32
Cost of Goods Sold	$282,447.86	$185,314.42	$151,457.80
Supplies and Materials	$17,032.97	$14,565.13	$11,173.71
Labor Cost	$192,777.09	$149,028.35	$138,460.61
Gross Rent	$15,950.00	$21,988.42	$37,714.69

Other Costs	$192,729.98	$153,336.19	$142,500.99
Royalties	$69,574.25	$45,647.76	$37,307.99
Net Profit	$223,405.67	$82,230.54	$14,355.53
High / Low in Range	$993,917.82 / $532,971.32		
Median Gross Sales	$652,110.81		

Presented below is the historical financial performance of all four of the franchised outlets open for all of the fiscal year ending December 31, 2024.

Financial Performance of All Franchise-Owned Locations Open the Full 12 Month Period of 1-1-2024 to 12-31-2024

Franchise-Owned Locations (4)	**Fort Mitchell**	**Louisville**	**Mason**	**Loveland**
Average Gross Sales	$868,887.00	$379,236.00	$352,424.84	$279,306.66
Cost of Goods Sold	$258,531.08	$97,784.23	$113,011.77	$95,376.67
Supplies and Materials	$30,697.45	$14,094.84	$6,941.04	$3,850.83
Labor Cost	$247,243.44	$85,119.42	$188,239.58	$85,501.86
Gross Rent	$53,759.65	$65,609.14	$32,309.89	$19,740.86
Other Costs	$134,260.58	$94,529.43	$82,883.63	$72,141.34
Royalties	$60,822.09	$26,546.52	$24,669.74	$19,551.47
Net Profit	$144,394.80	($4,447.58)	($95,630.81)	$2,695.10
High / Low in Range	$868,887 / $279,306.66			
Median Gross Sales	$352,424.84			

Notes:

1. Table 1 shows summary financial performance for the three Better Blend businesses operated by our affiliates and the four franchised Businesses for calendar year 2024. In 2025, our affiliate purchased the franchised Businesses in Mason, Ohio and Loveland, Ohio.

2. The Florence, KY, store opened in 2018. It is in a suburban shopping center. The downtown Cincinnati, OH store opened in 2020. It is an urban area targeted at workers as well as residents. The Clifton, OH store opened in 2021; it is near the University of Cincinnati and its customers are mostly students and employees from the University.

3. "Sales" means the total revenue derived from the sale of goods or services, before discounts. It does not include sales taxes. It does not include sales of gift cards (but does include redemption of gift cards). It does not include gratuities collected on behalf of employees.

4. "Cost of Goods Sold" means to direct costs of producing the goods sold, i.e., food, beverage, and other inventory items. Due to centralized purchasing for the three locations, the Cost

of Goods Sold is divided equally among the three stores, and not calculated separately for each store.

5. "Labor" means store employee compensation. It does not include compensation for our owners or the district manager.

6. "Gross Rent" means base rent plus other costs (such as common area maintenance) paid to the landlord of the store premises.

7. "Other" includes various other expenses, such as bank charges, business insurance, repairs and maintenance, payroll taxes, software, and utilities. It includes a flat amount of $9,000 per store for marketing, as an allocation of a portion of the company-wide marketing. It includes only unit-level costs and does not include corporate overhead such as legal and accounting fees.

8. "Net Profit" is Sales less expenses shown above. It does not include interest, taxes, depreciation, or amortization. The expenses do not include owner compensation, draws or other payments or distributions to the store owners.

9. "Royalties" includes the royalty fee and marketing fund contributions totaling 7% of Gross Sales that these company owned locations would have paid if they had been franchised, and the fees paid to us by the franchised outlets paying at the rates offered in this Disclosure Document.

Some outlets have sold and earned these amounts. Your individual results may differ. There is no assurance that you'll sell or earn as much.

Written substantiation of the information contained in this Item 19 will be made available to prospective franchisees upon reasonable request.

Other than the preceding financial performance representation, Better Blend Franchising, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Isaac Hamlin, 345 W. 4th Street, Cincinnati, OH 45202, and 859-777-2565, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For Years 2022 to 2024

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2022	0	0	0
	2023	0	4	+4
	2024	4	6	+2
Company-Owned	2022	3	3	0
	2023	3	3	0
	2024	3	5	+2
Total Outlets	2022	3	3	0
	2023	3	7	+4
	2024	7	12	+5

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Number of Transfers
N/A	2022	0
	2023	0
	2024	0
Total	2022	0
	2023	0
	2024	0

Table 3
Status of Franchised Outlets
For Years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Kentucky	2022	1	0	0	0	0	0	1
	2023	1	2	0	0	0	0	3
	2024	3	3	0	0	0	0	6
Ohio	2022	2	0	0	0	0	0	2
	2023	2	2	0	0	0	0	4
	2024	4	1	0	0	2	0	3
Totals	2022	3	0	0	0	0	0	3
	2023	3	4	0	0	0	0	7
	2024	7	4	0	0	2	0	9

Table 4
Status of Company-Owned Outlets
For Years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Kentucky	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Ohio	2022	2	1	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	2	0	0	4
Totals	2022	3	1	0	0	0	3
	2023	3	0	0	0	0	3
	2024	3	0	2	0	0	5

Table 5
Projected Openings As Of December 31, 2024

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Kentucky	5	1	1
Ohio	1	1	0
Totals	6	2	1

Current Franchisees

Exhibit H contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets.

Former Franchisees

Exhibit H contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date.

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

Confidentiality Clauses

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

Franchisee Organizations

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

Item 21
FINANCIAL STATEMENTS

We have not been in business for three full years and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Exhibit F contains our audited financial statements dated July 11, 2025 for the year ended

December 31, 2024, our audited financial statements dated May 2, 2025 for the year ended December 31, 2023, and our audited balance sheet dated April 28, 2023 for the year ended December 31, 2022. Our fiscal year end is December 31.

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

B. Franchise Agreement (with Attachments: Ownership Information, Location Acceptance Letter, Guaranty and Non-Compete Agreement, and Conditional Assignment of Brand Accounts)
C. Multi-Unit Development Agreement
D. Rider to Lease Agreement
E. Form of General Release
J. State Addenda to Agreements
K. EFT Authorization Form

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process
CALIFORNIA	Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 (866) 275-2677	Commissioner of Department of Financial Protection and Innovation 651 Bannon Street, Suite 300 Sacramento, California 95811 (213) 576-7505 (866) 275-2677
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street Room 203 Honolulu, Hawaii 96813 (808) 586-2722	Commissioner of Securities, Department of Commerce & Consumer Affairs 335 Merchant Street Room 203 Honolulu, Hawaii 96813 (808) 586-2722
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA	Indiana Secretary of State Securities Division 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360	Maryland Securities Commissioner Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Attn: Franchise Section 525 West Ottawa G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933 (517) 335-7567	Michigan Department of Commerce Corporations and Securities Bureau P.O. Box 30054 6546 Mercantile Way Lansing, Michigan 48909 (517) 241-6345
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600	Minnesota Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
NEW YORK	NYS Department of Law Investor Protection Bureau Franchise Section 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8236 (Phone) (212) 416-6042 (Fax)	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492

State	State Administrator	Agent for Service of Process
NORTH DAKOTA	Office of the Securities Commissioner 600 East Boulevard Avenue Fifth Floor, Department 414 Bismarck, North Dakota 58505-0510 (701) 328-2910	Office of the Securities Commissioner 600 East Boulevard Avenue Fifth Floor, Department 414 Bismarck, North Dakota 58505-0510 (701) 328-2910
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387
RHODE ISLAND	Director, Securities Division State of Rhode Island Department of Business Regulation, Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue, Cranston, Rhode Island 02920 (401) 462-9582	Securities Division Department of Business Regulation Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue, Cranston, Rhode Island 02920 (401) 462-9582
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	Director, Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3560
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, First Floor Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9051
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760	Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501 (360) 902-8760
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 West Washington Avenue Madison, Wisconsin 53703 (608) 266-8559	Commissioner of Securities of Wisconsin 345 West Washington Avenue P.O. Box 1768 Madison, Wisconsin 53701-1768 (608) 266-1064

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGE		
1.	**Franchisee**	_____
2.	**Initial Franchise Fee**	$_____
3.	**Site Selection Area**	_____
4.	**Business Location**	_____
5.	**Protected Store Territory**	_____-mile radius around Location
6.	**Opening Deadline**	_____
7.	**Principal Executive**	_____
8.	**Franchisee's Address**	_____

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FRANCHISE AGREEMENT

This Agreement is made between Better Blend Franchising, LLC, an Ohio limited liability company ("BBF"), and Franchisee effective as of the date signed by BBF (the "Effective Date").

Background Statement:

A. BBF and its affiliate Better Blend Nutrition LLC have created and own a system (the "System") for developing and operating a healthy and convenient quick service restaurant specializing in nutritionally complete smoothies and smoothie bowls under the trade name "Better Blend".

B. The System includes (1) methods, procedures, and standards for developing and operating a Better Blend business, (2) plans, specifications, equipment, signage, and trade dress for Better Blend businesses, (3) particular menu items, beverages, products, and services, (4) the Marks, (5) training programs, (6) business knowledge, (7) marketing plans and concepts, and (8) other mandatory or optional elements as determined by BBF from time to time.

C. The parties desire that BBF license the Marks and the System to Franchisee for Franchisee to develop and operate a Better Blend business on the terms and conditions of this Agreement.

ARTICLE 1.
DEFINITIONS

"**Action**" means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, or judgment or appeal thereof, whether formal or informal.

"**Adjusted Gross Sales**" means the total dollar amount of all sales generated through the Business for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit, and any proceeds of business interruption insurance. Adjusted Gross Sales does not include (i) coupons, discounts, and bona fide refunds to customers, (ii) sales taxes collected by Franchisee, or (iii) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Adjusted Gross Sales). Service gratuities directed by customers to employees are not counted towards Adjusted Gross Sales.

"**Advertising and Promotional Content**" means all advertising, marketing, promotional, customer relationship management, public relations, and other brand-related programs, materials, and content relating to Better Blend or the Business, including without limitation any printed materials (such as business cards, signs, counter cards, banners, posters, displays, window clings, leaflets, direct mail materials, coupons, and published advertisements); promotional items (such as branded specialty and novelty items, products, and clothing); audio or video advertising (such as radio, television, or podcast ads or online video postings); and Digital Marketing.

"**Approved Vendor**" means a supplier, vendor, or distributor of Inputs which has been approved by BBF.

"**Business**" means the Better Blend business owned by Franchisee and operated under this Agreement.

"**Competitor**" means any food service business which offers smoothies or blended drinks.

"**Confidential Information**" means all non-public information of or about the System, BBF, and any Better Blend business, including the Manual, all methods for developing and operating the Business, and all non-public plans, data, financial information, recipes, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

"Data Security Event" means any act, both actual or suspected, that initiates either internally or from outside the Business' computers, point-of-sale terminals, and other technology or networked environment and violates any laws or explicit or implied security policies, including attempts (either failed or successful) to gain unauthorized access (or to exceed authorized access) to the System, other Better Blend businesses, or their data or to view, copy, or use Privacy Information or Confidential Information without authorization or in excess of authorization; unwanted disruption or denial or service; unauthorized use of a system for processing or storage of data; and changes to system hardware, firmware, or software characteristics without BBF's knowledge, instruction, or consent.

"Digital Marketing" means social media accounts (such as Facebook, Twitter, Instagram, Pinterest, Snapchat, TikTok, etc.), applications, keyword or adword purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), mobile applications, online videos, display banner campaigns, branded content social media campaigns, e-mail marketing campaigns, or other means of digital advertising on the Internet or any other means of digital or electronic communications that are intended to promote Better Blend and/or the Business.

"**Input**" means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business.

"**Limited Access Venue**" means a venue that primarily serves the customers located within a facility, such as enclosed shopping centers, universities, churches and other religious institutions, sports stadiums, amusement parks, airports, transportation centers, hospitals, military complexes, and restricted business complexes.

"**Location**" means the location stated on the Summary Page. If no location is stated on the Summary Page, then the Location will be determined in accordance with Section 6.1.

"**Losses**" includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys' fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of BBF's reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

"**Manual**" means BBF's confidential Brand Standards Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

"**Marketing Fund**" means the fund established (or which may be established) by BBF into which Marketing Fund Contributions are deposited.

"**Marks**" means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by BBF from time to time for use in a Better Blend business.

"**Owner**" means each person or entity which directly or indirectly owns or controls any equity of Franchisee. If Franchisee is an individual person, then "Owner" means Franchisee.

"**Privacy Information**" means all information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Privacy Information includes but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household: identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license or state identification card number, passport number, signature, physical characteristics or description, telephone number, insurance policy number, bank account number, credit card number, debit card number or any other financial information, medical information or health insurance information; characteristics of protected classifications under state or federal law; commercial information, including records of personal property, products or services purchased, obtained or considered, or other purchasing or consuming histories or tendencies; biometric information; Internet or other electronic network activity information including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an internet website, application, or advertisement; geolocation data; audio or electronic information; professional or employment-related information; education information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99); and inferences drawn from any of the information identified in this subsection to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes. Privacy Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"**Remodel**" means a refurbishment, renovation, and remodeling of the Location to conform to the building design, exterior facade, trade dress, signage, fixtures, furnishings, equipment, decor, color schemes, presentation of the Marks, and other System Standards in a manner consistent with the image then in effect for a new Better Blend business.

"**Required Vendor**" means a supplier, vendor, or distributor of Inputs which BBF requires franchisees to use.

"**System Standards**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by BBF, which may include without

limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, data protection and privacy, design (such as construction, decoration, layout, furniture, fixtures and signs), environmental protection and sustainability, equipment, inventory, maintenance, marketing and public relations, minimum numbers and types of personnel, operating days, operating hours, presentation of Marks, product and service offerings (including menu and beverages), quality of products and services, recipes, refund and replacement policies, reporting, safety, procedures, security systems, Technology, temporary operational changes due to special circumstances (such as a pandemic), uniforms, and vehicles.

"Technology" means point-of-sale systems, back-office systems, information management systems, customer-facing software, and other software, computers, computer peripheral equipment, cash registers, smartphones, tablets and similar equipment, communications systems (including email, audio, and video systems); backup and archiving systems; payment acceptance systems (including credit and debit card systems, check verification services, and other payment systems, as well as any compliance programs relating to those systems), and internet access, as well as upgrades, supplements, and modifications to any Technology.

"**Territory**" means the Protected Store Territory stated on the Summary Page, measured as a radius from the front door of the Business. If no Protected Store Territory is stated on the Summary Page, then the Territory is determined in accordance with Section 6.1.

"**Transfer**" means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) any direct or indirect ownership interest in the Business, or (iv) control of the Business.

ARTICLE 2.
GRANT OF LICENSE

2.1 Grant. BBF grants to Franchisee the right to operate a Better Blend business solely at the Location. If no Location is stated on the Summary Page when this Agreement is signed, then the parties will determine the Location in accordance with Section 6.1. Franchisee shall develop, open and operate a Better Blend business at the Location for the entire term of this Agreement. Franchisee shall exert its best efforts to promote and enhance the Business.

2.2 Protected Territory. BBF shall not establish, nor license the establishment of, another business within the Territory (other than a Limited Access Venue) selling the same or similar goods or services under the same or similar trademarks or service marks as a Better Blend business. This prohibition does not apply to any Better Blend business operating or under construction when the Territory is determined. BBF and its affiliates retain the right to do any of the following (all without any compensation to Franchisee):

(i) establish and license others to establish and operate Better Blend businesses outside the Territory, notwithstanding their proximity to the Territory or their potential impact on the Business;

(ii) establish and license others to establish and operate Better Blend businesses in Limited Access Venues inside the Territory;

(iii) operate and license others to operate businesses anywhere, including within the Territory, that sell the same or similar goods or services as a Better Blend business under trademarks or service marks that are not the same as or similar to the Marks;

(iv) sell and license others to sell any products and services in the Territory under any trademarks or service marks (including the Marks) through channels of distribution (including the internet) other than Better Blend;

(v) acquire or be acquired by (under any form of business transaction) a Competitor that has (or may in the future have) outlets in the Territory which compete with the Business under trademarks or service marks other than the Marks; and

(vi) engage in any action not specifically precluded by the express terms of this Agreement.

2.3 Franchisee Control. Franchisee represents that Attachment 1 (i) identifies each owner, officer and director of Franchisee, and (ii) describes the nature and extent of each owner's interest in Franchisee. If any information on Attachment 1 changes (which is not a Transfer), Franchisee shall notify BBF within 10 days.

2.4 Principal Executive. Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. BBF is entitled to rely on any communication, decision, or act by the Principal Executive as being the communication, decision, or act of Franchisee. The Principal Executive must have at least 30% ownership interest in Franchisee. The Principal Executive does not have to serve as a day-to-day general manager of the Business, but the Principal Executive must devote substantial time and attention to the Business. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to BBF's reasonable approval.

2.5 Guaranty. If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee's obligations to BBF, in the form of Attachment 3.

2.6 No Conflict. Franchisee represents to BBF that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, and (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

ARTICLE 3.
TERM

3.1 Term. This Agreement commences on the Effective Date and continues for 10 years.

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into a successor agreement for the Location for up to two additional periods of five years each, subject to the following conditions prior to each expiration:

(i) Franchisee notifies BBF of the election to renew between 90 and 180 days prior to the end of the term;

(ii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with BBF (or any of its affiliates) at the time of election and at the time of renewal;

(iii) Franchisee did not (A) receive written notice of default under this Agreement from BBF more than twice during the term, or (B) failed to cure a written notice of default under this Agreement within the cure period (if any) provided in this Agreement;

(iv) Franchisee and its Owners complied with Section 7.24 of this Agreement at all times during the term;

(v) Franchisee has made or agrees to make (within a period of time acceptable to BBF) renovations and changes to the Business as BBF requires (including a Remodel, if applicable) to conform to the then-current System Standards;

(vi) Franchisee and its Owners execute BBF's then-current standard form of franchise agreement and related documents (including personal guaranty), which may be materially different than this form (including, without limitation, higher and/or different fees), except that the form of the franchise agreement will be amended to provide that Franchisee will not pay another initial franchise fee and to provide that Franchisee will not receive more renewal or successor terms than originally granted to Franchisee;

(vii) Franchisee pays a renewal fee equal to the greater of (a) 50% of the then-current franchise fee or (b) $17,500; and

(viii) Franchisee and each Owner executes a general release (on BBF's then-standard form) of any and all claims against BBF, its affiliates, and their respective owners, officers, directors, agents and employees.

ARTICLE 4.
FEES

4.1 Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page. This initial franchise fee is not refundable under any circumstances.

4.2 Royalty Fee. Franchisee shall pay BBF a weekly royalty fee (the "Royalty Fee") equal to 6% of Adjusted Gross Sales. The Royalty Fee for any given week is due on the first Tuesday of the following week.

4.3 Marketing Contributions.

(a) Marketing Fund Contribution. Franchisee shall pay BBF a contribution to the Marketing Fund (the "Marketing Fund Contribution") equal to 1% of Franchisee's Adjusted Gross Sales (or such lesser amount as BBF determines), at the same time as the Royalty Fee. BBF reserves the right to raise the Marketing Fund Contribution to 2% of Adjusted Gross Sales, after at least 30 days prior notice.

(b) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then Franchisee shall contribute to the Market Cooperative a percentage of Adjusted Gross Sales (or other amount) determined by the Market Cooperative, not to exceed 5%.

4.4 Technology Fee. BBF reserves the right to charge Franchisee a commercially-reasonable fee (the "Technology Fee") in exchange for software and other technology-related services and products provided by or through BBF. The Technology Fee does not have to be a pass-through of BBF's exact costs. BBF has no liability or obligation to Franchisee with respect any third-party software or other technology-related services and products that BBF provides to Franchisee. The Technology Fee for a given period is due and payable at the same time as the Royalty Fee, unless BBF determines otherwise. BBF may add, remove, or alter the software or technology products or services that it provides. BBF may change Technology Fee after at least 30 days' notice. The Technology Fee will not exceed $500 per month (provided that BBF may increase this limit to reflect inflation from January 1, 2022).

4.5 Replacement / Additional Training Fee. If Franchisee sends an employee to BBF's training program after opening, BBF may charge its then-current training fee. As of the date of this Agreement, the training fee is $250 per person per day.

4.6 Non-Compliance Fee. BBF may charge Franchisee $500 for each instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to BBF) which Franchisee fails to cure after 30 days' notice. Thereafter, BBF may charge Franchisee $250 per week until Franchisee ceases such non-compliance. This fee is a reasonable estimate of BBF's internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee's breach. The non-compliance fee is in addition to all of BBF's other rights and remedies (including default and termination under Section 14.2).

4.7 Reimbursement. BBF may (but is never obligated to) pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party. If BBF does so or intends to do so, Franchisee shall pay such amount plus a 10% administrative charge to BBF within 15 days after invoice by BBF accompanied by reasonable documentation.

4.8 Payment Terms.

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Marketing Fund Contribution, Technology Fee, and any other amounts owed to BBF by pre-authorized bank draft or in such other manner as BBF may require.

Franchisee shall comply with BBF's payment instructions, including executing all documents reasonably required by BBF. If BBF permits Franchisee to pay by credit card or other method which causes BBF to incur a processing fee, Franchisee shall be responsible for the amount of the processing fee.

(b) Calculation of Fees. Franchisee shall report weekly Adjusted Gross Sales to BBF by Tuesday of the following week. If Franchisee fails to report weekly Adjusted Gross Sales, then BBF may withdraw estimated Royalty Fees and Marketing Fund Contributions equal to 125% of the last Adjusted Gross Sales reported to BBF, and the parties will true-up the actual fees after Franchisee reports Adjusted Gross Sales. Franchisee acknowledges that BBF has the right to remotely access Franchisee's point-of-sale system to calculate Adjusted Gross Sales.

(c) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a $100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).

(d) Insufficient Funds. BBF may charge $30 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(e) Costs of Collection and Enforcement. Franchisee shall repay any costs incurred by BBF in attempting to collect payments owed by Franchisee or to enforce any other provision of this Agreement (including without limitation, reasonable attorney fees).

(f) Application. BBF may apply any payment received from Franchisee to any obligation and in any order as BBF may determine, regardless of any designation by Franchisee.

(g) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to BBF any fees or amounts described in this Agreement are not dependent on BBF's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

(h) Taxes. Franchisee will be responsible for (and shall immediately remit to BBF upon demand) all sales taxes, use taxes, and other taxes imposed on the fees payable by Franchisee to BBF or its affiliates and on services or goods furnished to Franchisee by BBF or its affiliates, unless the tax is an income tax assessed on BBF or its affiliate for doing business in the state where the Business is located.

ARTICLE 5.
ASSISTANCE

5.1 Manual. BBF shall make its Manual available to Franchisee in such format as BBF deems appropriate.

5.2 Pre-Opening Assistance.

(a) Selecting Location. BBF shall provide its criteria for Better Blend locations to Franchisee. BBF will review and advise Franchisee regarding potential locations submitted by Franchisee.

(b) Development. To the extent BBF deems appropriate, BBF shall advise Franchisee regarding the layout, design, and build-out of the Business.

(c) Vendors. To the extent applicable, BBF shall provide its specifications and list of Approved Vendors and/or Required Vendors for equipment, signs, fixtures, opening inventory, and supplies to open the Business.

(d) Business Plan Review. If requested by Franchisee, BBF shall review and advise on Franchisee's pre-opening business plan and financial projections. **Franchisee acknowledges that BBF accepts no responsibility for the performance of the Business**.

(e) Pre-Opening Training. BBF shall make available its standard pre-opening training to the Principal Executive and up to three other employees, at BBF's headquarters and/or at a Better Blend business designated by BBF. BBF shall not charge any fee for this training. Franchisee is responsible for its own travel, lodging, meal, and other out-of-pocket expenses. BBF reserves the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the program.

(f) Market Introduction Plan. BBF shall advise Franchisee regarding the planning and execution of Franchisee's market introduction plan.

(g) On-Site Opening Assistance. If Franchisee is opening their first Better Blend business, BBF shall have a representative support Franchisee's business opening with at least three days of onsite opening training and assistance, at BBF's expense. If Franchisee or its affiliates already have two or more Better Blend locations, then BBF is not obligated to provide opening support.

5.3 Post-Opening Assistance.

(a) Advice, Consulting, and Support. If Franchisee requests, BBF shall provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the extent BBF deems reasonable. If BBF provides in-person support in response to Franchisee's request, BBF may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

(b) Pricing. Upon request, BBF shall provide recommended prices for products and services offered by franchisees of the System.

(c) Procedures. Upon request, BBF shall provide Franchisee with BBF's recommended administrative, bookkeeping, accounting, and inventory control procedures. BBF may make any such procedures part of required (and not merely recommended) System Standards.

(d) Marketing. BBF shall manage the Marketing Fund.

(e) Internet. BBF shall maintain a website for Better Blend, which will include Franchisee's location (or territory) and telephone number.

ARTICLE 6.
LOCATION, DEVELOPMENT, AND OPENING

6.1 Determining Location and Territory. If the Location and Territory are not stated on the Summary Page, then Franchisee shall identify a potential Location within the Site Selection Area described on the Summary Page. Franchisee acknowledges that Franchisee does not have any territorial or other rights to the Site Selection Area and that it is only provided for the purpose of delineating the area within which Franchisee must locate an acceptable Location for the Business. Franchisee shall submit its proposed Location to BBF for acceptance, with all related information and documents BBF may request. If BBF does not accept the proposed Location in writing within 30 days, then it is deemed rejected. When BBF accepts the Location, it will issue a Location Acceptance Letter in the form of Attachment 2 which states the Location and Territory. BBF shall determine the Territory in its good faith discretion, substantially in accordance with Item 12 of the Franchise Disclosure Document. **BBF's advice regarding or acceptance of a proposed Location is not a representation or warranty that the Business will be successful, or that the Business is permitted to be operated at the Location under applicable laws or zoning ordinances, and BBF has no liability to Franchisee with respect to the location of the Business**.

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location: (i) if requested by BBF, Franchisee must submit the proposed lease to BBF for written approval, (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement, and (iii) Franchisee shall use commercially reasonable efforts to obtain the landlord's signature to a rider to the lease in the form required by BBF.

6.3 Development. Franchisee shall construct (or remodel) and finish the Location in conformity with BBF's System Standards. If required by BBF, Franchisee shall engage the services of an architect licensed in the jurisdiction of the Location. Franchisee shall not begin any construction or remodeling work without first obtaining BBF's approval of Franchisee's plans, and without first obtaining any required permits or licenses necessary to commence such construction or remodeling work. Franchisee must engage a qualified licensed general contractor to perform such construction or remodeling work. BBF may, but is not required to, inspect Franchisee's construction or remodeling progress at any reasonable time. Franchisee shall not rely upon any information provided or opinions expressed by BBF or its representatives regarding any architectural, engineering, or legal matters (including without limitation the Americans With Disabilities Act) in the development and construction of the Business, and BBF assumes no liability with respect thereto. BBF's inspection and/or approval to open the Business is not a

representation or a warranty that the Business has been constructed in accordance with any architectural, engineering, or legal standards.

6.4 New Franchisee Training. Franchisee's Principal Executive and a general manager must complete BBF's training program for new franchisees to BBF's satisfaction at least four weeks before opening the Business.

6.5 Conditions to Opening. Franchisee shall notify BBF at least 30 days before Franchisee intends to open the Business to the public. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System Standards, (4) BBF has inspected and approved the Business, (5) Franchisee has hired sufficient employees, (6) Franchisee's officers and employees have completed all of BBF's required pre-opening training; and (7) BBF has given its written approval to open, which will not be unreasonably withheld.

6.6 Opening Date. Franchisee shall open the Business to the public on or before the date stated on the Summary Page.

6.7 Damage to the Location. If the Location is damaged or destroyed by fire or any other casualty, Franchisee must, as soon as practicable but in no event later than one month following such casualty, initiate repairs of or the process for reconstruction of the Location, and Franchisee shall in good faith and with due diligence continue until such repairs or reconstruction are completed. Any repairs or reconstruction shall otherwise comply with the System Standards (including the then-current design and décor) and the requirements of this Agreement.

ARTICLE 7.
OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards, as they are now or hereafter established. Franchisee acknowledges and agrees that the products and services offered under the Marks have a reputation for excellence and that Franchisee's compliance with all System Standards is of the utmost importance to BBF.

7.2 Compliance with Law. Franchisee and the Business shall comply with all laws, rules, ordinances, and regulations applicable to Franchisee or to the Business. Franchisee and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business. Franchisee is solely responsible for all such compliance, notwithstanding any information provided by BBF.

7.3 Food Service.

(a) Menu. Franchisee shall offer all menu items, beverages, and other products and services, and only those menu items, beverages, and other products and services, from time to time prescribed by BBF in the Manual or otherwise in writing.

(b) Preparation. Franchisee shall follow all recipes prescribed by BBF, including, without limitation, use of all ingredients specified or authorized by BBF, and only such ingredients. Franchisee shall prepare and serve all food products in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards.

(c) Inventory. Franchisee shall maintain sufficient levels of inventory at all times. BBF has the right to specify minimum levels of inventory as a System Standard.

(d) Method of Sale. Franchisee shall make sales only at the Location or by third-party delivery services as described in subsection (e).

(e) Delivery Services. Franchisee shall use such third-party delivery services as BBF may require or approve, and only such third-party delivery services. BBF reserves the right to negotiate system-wide agreements with third-party delivery services, and Franchisee shall comply with any such agreement. BBF reserves the right to set boundaries for delivery, which need not be the same as the Territory. Adjusted Gross Sales on deliveries will be calculated on the amount paid by the customer to the delivery service (not counting any fees charged by the delivery service to the customer in addition to Better Blend prices, such as a delivery fee, service charge, or gratuity charged by the delivery service to the customer), rather than the net amount received by Franchisee from the delivery service.

(f) Health Inspection Scores. In addition to Franchisee's obligations to comply with all System Standards pursuant to Section 7.1 and with all applicable laws pursuant to Section 7.2, Franchisee must achieve a health code inspection score of 90, "A" or higher pursuant to the grading or rating system of the applicable governmental authority. If the applicable government authority does not score inspections on a numerical or alphabetical scale, then a rating by the governing body similar in nature to a "90" or "A" will be the governing standard. Franchisee will provide BBF a copy of any inspection report and score within two business days after receipt.

7.4 Prices. Franchisee acknowledges that the System Standards determined by BBF may include the minimum, maximum, and/or exact prices that franchisees may charge for products or services sold (except to the extent such authority is limited or prohibited by applicable law).

7.5 Personnel.

(a) Management. The Business must at all times be under the on-site supervision of the Principal Executive or a general manager who has completed BBF's training program, or another supervisor which Franchisee has properly trained.

(b) Service. Franchisee shall cause its personnel to render competent and courteous service to all customers and members of the public.

(c) Appearance. Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance, and hygiene standards set forth in the Manual.

(d) Qualifications. BBF may set minimum qualifications for categories of employees employed by Franchisee.

(e) Staffing. Franchisee must hire or engage a sufficient number of personnel to service its volume of business, and Franchisee must comply with any System Standards regarding staffing levels.

(f) Sole Responsibility. Franchisee is solely responsible for all hiring decisions and all terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and BBF are not joint employers, and no employee of Franchisee will be an agent or employee of BBF. Within seven days of BBF's request, Franchisee and each of its employees shall sign an acknowledgment form stating that Franchisee alone (and not BBF) is the employee's sole employer. Franchisee shall use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, timecards, pay checks, and employment and independent contractor agreements, and Franchisee shall not use the Marks on any of these documents.

7.6 Post-Opening Training. BBF may at any time require that the Principal Executive and/or any other employees complete training programs, in any format and in any location determined by BBF. BBF may charge a reasonable fee for any training programs. BBF may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all travel, living and other expenses.

7.7 Technology. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all Technology required by BBF. BBF has the right to prohibit Franchisee from using any Technology which is not approved or required by BBF. Franchisee shall enter into any subscription and support agreements related to the Technology that BBF may require. Franchisee shall upgrade, update, or replace any Technology from time to time as BBF may require. Franchisee shall protect the confidentiality and security of all Technology, and Franchisee shall abide by any System Standards related thereto. Franchisee shall give BBF unlimited access to Franchisee's Technology used in the Business, by any means designated by BBF. Despite Franchisee's obligation to acquire and use Technology according to System Standards, Franchisee has sole and complete responsibility for: (a) acquiring, operating, maintaining, and upgrading Franchisee's Technology; (b) the manner in which Franchisee's Technology interfaces with BBF's and any third party's computer system; (c) any and all consequences if Franchisee's Technology is not properly operated, maintained, and upgraded; (d) complying at all times with the most current version of the Payment Card Industry Data Security Standards, and (e) complying at all times with all laws governing the use, disclosure, and protection of Privacy Information.

7.8 Customer Complaints. Franchisee shall use its best efforts to promptly resolve any customer complaints. BBF may take any action it deems appropriate to resolve a customer complaint regarding the Business, and BBF may require Franchisee to reimburse BBF for any expenses.

7.9 Evaluation and Compliance Programs. Franchisee shall participate at its own expense in programs required from time to time by BBF for obtaining customer evaluations, reviewing Franchisee's compliance with the System, and/or managing customer complaints, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping. BBF shall share with Franchisee the results of these programs, as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by BBF for such programs. BBF may set minimum scores that Franchisee must receive from the public on internet review sites (such as Yelp or Google).

7.10 Payment Systems. Franchisee shall accept payment from customers in any form or manner designated by BBF (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by BBF.

7.11 Gift Cards, Loyalty Programs, and Incentive Programs. At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs, membership/subscription programs, or customer incentive programs, designated by BBF, in the manner specified by BBF in the Manual or otherwise in writing. Franchisee shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by Franchisee or another Better Blend business. If Franchisee honors a gift card or other pre-paid system sold by another location, or vice versa, BBF and Franchisee will cooperate so that the cash received is fairly allocated to the location where that gift card or other pre-paid system is redeemed (subject to fees and charges). Franchisee shall comply with all procedures and specifications of BBF related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty, membership/subscription, or customer incentive programs.

7.12 Maintenance, Repair, and Alterations. Franchisee shall at all times keep the Business in a neat and clean condition, perform all appropriate maintenance, and keep all of the property of the Business in good repair. In addition, Franchisee shall promptly perform all work on the physical property of the Business as BBF may prescribe from time to time, including but not limited to periodic interior and exterior painting; resurfacing of the parking lot; roof repairs; and replacement of obsolete or worn-out signage, floor coverings, furnishings, equipment and décor. If such work is reserved to Franchisee's landlord under the terms of Franchisee's lease, then Franchisee shall use reasonable efforts to cause its landlord to perform such work. Franchisee acknowledges that the System Standards may include requirements for cleaning, maintenance, replacement, and repair. Franchisee shall not alter or replace the equipment, fixtures, furniture, signs, décor, or other aspects of the interior or exterior of the Business except in compliance with all applicable System Standards or except with prior approval from BBF.

7.13 Remodeling. In addition to Franchisee's obligations to comply with all System Standards in effect from time to time, BBF may require Franchisee to undertake and complete a

Remodel of the Location to BBF's satisfaction. Franchisee must complete the Remodel in the time frame specified by BBF. BBF may require Franchisee to submit plans for BBF's reasonable approval prior to commencing a required Remodel, and BBF may require Franchisee to engage a qualified licensed contractor to perform the Remodel. BBF's right to require a Remodel is limited as follows: (i) the Remodel will not be required in the first two or last two years of the term (except that a Remodel may be required as a condition to renewal of the term or a Transfer), and (ii) a Remodel will not be required more than once every five years from the date on which Franchisee was required to complete the prior Remodel.

7.14 Meetings. The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls) that BBF requires, including any national or regional brand conventions or conferences. Franchisee shall not permit the Principal Executive to fail to attend more than three consecutive required meetings. BBF may charge Franchisee the attendance fee for Better Blend's national or regional brand convention, regardless of whether the Principal Executive attends. Franchisee is responsible for all travel and living expenses of attending any such meeting or convention.

7.15 Insurance.

(a) Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by BBF in the Manual. If not specified in the Manual, Franchisee shall maintain at least the following insurance coverage:

(ii) "Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Business, for full repair and replacement value (subject to a reasonable deductible);

(iii) Business interruption insurance covering at least 12 months of income;

(iv) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit;

(v) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000; and

(vi) Workers Compensation coverage as required by state law.

(a) Franchisee's policies (other than Workers Compensation) must (1) list BBF and its affiliates as an additional insured, (2) include a waiver of subrogation in favor of BBF and its affiliates, (3) be primary and non-contributing with any insurance carried by BBF or its affiliates, and (4) stipulate that BBF shall receive 30 days' prior written notice of cancellation.

(b) Franchisee shall provide Certificates of Insurance evidencing the required coverage to BBF prior to opening and upon annual renewal of the insurance coverage, as well as at any time within 15 days after request from BBF.

7.16 Obligations to Third Parties. Franchisee shall pay all vendors and suppliers in a timely manner. Franchisee shall pay all taxes when due. If Franchisee borrows money, it shall comply with the terms of its loan and make all loan payments when due. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location and make all rent payments when due.

7.17 Public Relations. Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding Better Blend, the Business, or any particular incident or occurrence related to the Business, without BBF's prior written approval, which will not be unreasonably withheld.

7.18 Association with Causes. Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization or cause, or (ii) act in support of any such organization or cause, without BBF's prior written approval, which will not be unreasonably withheld.

7.19 No Other Activity Associated with the Business. Franchisee shall not engage in any business or other activity at the Location other than operation of the Better Blend Business. Franchisee shall not use assets of the Business for any purpose other than the Business. If Franchisee is an entity, the entity shall not own or operate any other business except Better Blend businesses.

7.20 No Third-Party Management. Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of BBF, which will not be unreasonably withheld.

7.21 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by BBF. Franchisee must display at the Business signage prescribed by BBF identifying the Location as an independently owned franchise.

7.22 Privacy Practices.

(a) With respect to Privacy Information, Franchisee must comply with all of their obligations under applicable privacy laws, including any local, state, or federal data privacy or data security law or regulation.

(b) Franchisee shall not sell any Privacy Information. Franchisee further agrees to not access, use, or process the Privacy Information except in the furtherance of its obligations under this Agreement, but in all times, in compliance with applicable privacy laws.

(c) To the extent BBF does not have the then-current ability to address requests made under any applicable privacy law by individuals that are the subject of any of the Privacy Information, Franchisee shall, upon BBF's request, provide reasonable assistance to BBF in responding to such requests.

(d) In the event of a Data Security Event, Franchisee must notify BBF immediately after becoming aware of the Data Security Event and shall cooperate

with BBF and follow all of BBF's reasonable requests to address the Data Security Event and to protect any Privacy Information and/or Confidential Information. BBF, or its designee, has the right, but not the obligation, to take any action or pursue any proceeding with respect to the Data Security Event.

7.23 Communication. Franchisee shall respond promptly to requests for communication from BBF, and in any event within three business days.

7.24 Business Practices and Values. Franchisee and each Owner shall comply with and uphold any code of ethics or statement of values adopted by BBF. Franchisee and each Owner shall be honest and fair in all interactions with customers, employees, vendors, governmental authorities, and other third parties. Neither Franchisee nor any Owner shall engage or permit any employee to engage in any (i) violence or a threat of violence against any person or group of persons, (ii) sexual harassment of any person, (iii) discrimination against any person or group of persons on account of sex, race, color, religion, ancestry, national origin, sexual orientation, or disability, or any legally protected class in the jurisdiction where the Business is located, or (iv) any act which injures or is likely to injure the goodwill associated with the Marks, in BBF's reasonable opinion.

ARTICLE 8.
SUPPLIERS AND VENDORS

8.1 Generally. Franchisee shall acquire all Inputs required by BBF from time to time in accordance with System Standards. BBF may require Franchisee to purchase or lease any Inputs from BBF, BBF's designee, Required Vendors, Approved Vendors, and/or under BBF's specifications. BBF may change any such requirement or change the status of any vendor. To make such requirement or change effective, BBF shall issue the appropriate System Standards.

8.2 Alternate Vendor Approval. If BBF requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by BBF. BBF may approve or disapprove the alternative vendor in its sole discretion. BBF may condition its approval on such criteria as BBF deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. BBF shall provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request.

8.3 Alternate Input Approval. If BBF requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by BBF. BBF may approve or disapprove the alternative Input in its sole discretion. BBF shall provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request.

8.4 Purchasing. BBF may negotiate prices and terms with vendors on behalf of the System. BBF may receive rebates, payments or other consideration from vendors in connection

with purchases by franchisees. BBF has the right (but not the obligation) to collect payments from Franchisee on behalf of a vendor and remit the payments to the vendor and to impose a reasonable markup or charge for administering the payment program. BBF may implement a centralized purchasing system. BBF may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as BBF may determine.

8.5 No Liability of Franchisor. BBF and its affiliates shall not have any liability to Franchisee for any claim, loss or other Action related to any product provided or service performed by any Approved Vendor or Required Vendor (unless BBF or its affiliate, as applicable, is the vendor) including without limitation for defects, delays, unavailability, failure, or breach of contract related to such products or services.

8.6 Product Recalls. If BBF or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from BBF or the vendor, supplier, or manufacturer of such item with respect to such item, including without limitation the recall, repair, and/or replacement of such item.

ARTICLE 9.
MARKETING

9.1 Advertising Standards. Except as otherwise provided in the Manual, Franchisee may use only Advertising and Promotional Content that BBF has furnished or approved in writing in advance. Franchisee must ensure that all Advertising and Promotional Content that Franchisee uses is clear, factual, ethical, and not misleading; complies with all laws; and conforms to System Standards. Except as otherwise provided in the Manual and Advertising and Promotional Content that BBF furnishes to Franchisee, Franchisee must submit to BBF for its written approval, at least 14 days before use, copies of all proposed Advertising and Promotional Content that Franchisee intends to use or implement. If BBF does not respond, the material is deemed rejected. BBF has the right to approve or disapprove any Advertising and Promotional Content, as well as the media in which Franchisee intends to use them, in its sole discretion. BBF reserves the right to require Franchisee to discontinue the use of any Advertising and Promotional Content for any reason.

9.2 Digital Marketing. BBF may (but is not obligated to) establish and operate all Digital Marketing and has the sole right to control all aspects of Digital Marketing, including those related to the Business. Without limiting the generality of Section 9.1, Franchisee shall not, directly or indirectly, conduct or be involved in any Digital Marketing without the prior written consent of BBF. If BBF permits Franchisee to conduct any Digital Marketing, Franchisee must (a) comply with any System Standards and must immediately modify or delete any Digital Marketing that BBF determines, in its sole discretion, is not compliant with such System Standards; (b) only use materials that BBF has approved and submit any proposed modifications to BBF for approval; (c) not use any Mark (or words or designations similar to any Mark) in any domain name, electronic address, website, or other source identifier except as BBF expressly permits; (d) include only the links that BBF approves or requires; and (e) immediately take all actions necessary or that BBF requests to provide BBF with access to, or to transfer ownership of, all Digital Marketing relating to the Business to Franchisor, including, without limitation, providing login and password details

and promptly signing all directions and authorizations as BBF deems necessary to effect the intent and provisions of this Section. If Franchisee uses any Mark (or words or designations similar to a Mark) in any domain name, electronic address, website, or other source identifier, BBF may register such name, address, website, or identifier and then license use of the registered item back to Franchisee under a separate agreement. Franchisee must pay all costs due for registration, maintenance, and renewal of any such names, addresses, websites, or identifiers that BBF approves and maintains on Franchisee's behalf. BBF may withdraw its approval for any Digital Marketing at any time.

9.3 Implementation. Franchisee shall implement any advertising or marketing materials, plans or campaigns (including Digital Marketing) required by BBF.

9.4 Use by BBF. BBF may use any Advertising and Promotional Content developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, perpetual, royalty-free license to BBF for such purpose.

9.5 Marketing Fund. BBF has established or may establish a Marketing Fund to promote the System on a local, regional, national, and/or international level. If BBF has established a Marketing Fund:

(a) Account. BBF is not required to hold the Marketing Fund Contributions in a bank account separate from BBF's other accounts.

(b) Use. BBF shall use the Marketing Fund only for marketing, advertising, and public relations materials, programs and campaigns (including at local, regional, national, and/or international level) for Better Blend, and related overhead. The foregoing includes such activities and expenses as BBF reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Marketing Fund (including the compensation of BBF's employees working on marketing and for accounting, bookkeeping, reporting, legal, collections, and other expenses related to the Marketing Fund).

(c) Discretion. Franchisee agrees that expenditures from the Marketing Fund need not be proportionate to contributions made by Franchisee or provide any direct or indirect benefit to Franchisee. The Marketing Fund will be spent at BBF's sole discretion, and BBF has no fiduciary duty with regard to the Marketing Fund.

(d) Contribution by Other Outlets. BBF is not obligated to (i) have all other Better Blend businesses (whether owned by other franchisees or by BBF or its affiliates) contribute to the Marketing Fund, or (ii) have other Better Blend businesses that do contribute to the Marketing Fund contribute the same amount or at the same rate as Franchisee.

(e) Surplus or Deficit. BBF may accumulate funds in the Marketing Fund and carry the balance over to subsequent years. If the Marketing Fund operates at a deficit or requires additional funds at any time, BBF may loan such funds to the Marketing Fund on reasonable terms.

(f) Financial Statement. BBF shall prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of BBF's fiscal year and shall provide the financial statement to Franchisee upon written request.

9.6 Market Cooperatives. BBF may establish market advertising and promotional cooperative funds ("Market Cooperative") in any geographical areas. If a Market Cooperative for the geographic area encompassing the Location has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Location is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within 30 days of notice from BBF. BBF shall not require Franchisee to be a member of more than one Market Cooperative. If BBF establishes a Market Cooperative:

(a) Governance. Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date, determined by BBF. BBF may require the Market Cooperative to adopt bylaws or regulations prepared by BBF. Unless otherwise specified by BBF, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. BBF will be entitled to attend and participate in any meeting of a Market Cooperative. Any Better Blend business owned by BBF in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, BBF may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.

(b) Purpose. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to BBF's approval) standardized promotional materials for use by the members in local advertising and promotion.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of BBF pursuant to Section 9.1. BBF may designate the national or regional advertising agencies used by the Market Cooperative.

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% and not more than 5% of Adjusted Gross Sales.

(e) Enforcement. Only BBF will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) Termination. BBF may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Marketing Fund.

9.7 Required Spending. After the Business opens to the public, Franchisee shall spend at least 2% of Adjusted Gross Sales each month on marketing the Business. Within 10 days after request by BBF, Franchisee shall furnish proof of its compliance with this Section. BBF has the discretion to determine in good faith what activities constitute "marketing" under this Section. If Franchisee contributes to a Market Cooperative, the amount of the contribution will be counted towards Franchisee's required spending under this Section.

9.8 Market Introduction Plan. Franchisee must develop a market introduction plan and obtain BBF's approval of the market introduction plan at least 30 days before the projected opening date of the Business.

ARTICLE 10.
RECORDS AND REPORTS

10.1 Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as BBF may specify in the Manual or otherwise in writing.

10.2 Reports.

(a) Financial Reports. Franchisee shall provide such periodic financial reports as BBF may require in the Manual or otherwise in writing, including:

(ii) a monthly profit and loss statement and balance sheet for the Business within 30 days after the end of each calendar month;

(iii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of each calendar year; and

(iv) any information BBF requests in order to prepare a financial performance representation for BBF's franchise disclosure document, within 30 days after request.

(a) Legal Actions and Investigations. Franchisee shall promptly notify BBF of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as BBF may request.

(b) Government Inspections. Franchisee shall give BBF copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof.

(c) Other Information. Franchisee shall submit to BBF such other financial statements, budgets, forecasts, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that BBF may reasonably request (either upon specific request or on a regular basis as directed by BBF, as applicable)BBF acknowledges that all personnel records of the Business belong to Franchisee and that this Agreement does not grant BBF the right to access personnel records of Franchisee's employees.

10.3 Initial Investment Report. Within 120 days after opening for business, Franchisee shall submit to BBF a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of BBF's Franchise Disclosure Document and with such other information as BBF may reasonably request.

10.4 Business Records. Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as BBF may specify in the Manual or otherwise in writing.

10.5 Records Audit. BBF may examine and audit all books and records related to the Business (other than personnel records of Franchisee's employees), and supporting documentation, at any reasonable time. BBF may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by BBF. Franchisee shall also reimburse BBF for all costs and expenses of the examination or audit if (i) BBF conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Adjusted Gross Sales by 3% or more for any 4-week period.

ARTICLE 11.
FRANCHISOR RIGHTS

11.1 Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by BBF. BBF may supplement, revise, or modify the Manual, and BBF may change, add or delete System Standards at any time in its discretion. BBF may inform Franchisee thereof by any method that BBF reasonably deems appropriate (which need not qualify as "notice" under Section 18.9). In the event of any dispute as to the contents of the Manual, BBF's master copy will control.

11.2 Inspections. BBF may enter the premises of the Business from time to time at any reasonable time (including during normal business hours) and conduct an inspection. Franchisee

shall cooperate with BBF's inspectors. BBF will use reasonable efforts to not disrupt Franchisee's business operations during any such inspection. The inspection may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. BBF may videotape and/or take photographs of the inspection and the Business. BBF may set a minimum score requirement for inspections, and Franchisee's failure to meet or exceed the minimum score will be a default under this Agreement. Without limiting BBF's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an inspection. If BBF conducts an inspection because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed inspection), then BBF may charge all out-of-pocket expenses plus its then-current inspection fee to Franchisee.

11.3 BBF's Right to Cure. If Franchisee breaches or defaults under any provision of this Agreement, BBF may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee, including entering the premises of the Business and curing the default without notice to Franchisee. Franchisee shall reimburse BBF for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

11.4 Right to Discontinue Supplies Upon Default. While Franchisee is in default or breach of this Agreement, BBF may (i) require that Franchisee pay cash on delivery for products or services supplied by BBF, (ii) stop selling or providing any products and services to Franchisee, and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by BBF shall be a breach or constructive termination of this Agreement, change in competitive circumstances, or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of BBF are in addition to any other right or remedy available to BBF.

11.5 Business Data. All customer data collected or generated by the Business and all data collected or generated by the point-of-sale system (other than data regarding employees) is deemed to be Confidential Information and is exclusively owned by BBF. BBF hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement.

11.6 Innovations. Franchisee shall disclose to BBF all ideas, plans, improvements, concepts, methods, and techniques relating to the Business (collectively, "Innovations") conceived or developed by Franchisee or its employees, agents, or contractors. BBF will automatically own all Innovations, and it will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee. Franchisee shall execute any documents reasonably requested by BBF to document BBF's ownership of Innovations.

11.7 Communication Systems. If BBF provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes BBF to access such communications.

11.8 Communication with Employees. Franchisee irrevocably authorizes BBF to communicate with Franchisee's employees and contractors on any matter related to the System or the Business. Franchisee will not prohibit any employee or contractor from communicating with BBF on any matter related to the System or the Business.

11.9 Communications with Landlord and Lenders. Franchisee irrevocably authorizes BBF to communicate with Franchisee's landlord and lender(s), or prospective landlord and lender(s), about matters relating to the Business, and to provide information about the Business to them.

11.10 Delegation. BBF may delegate any duty or obligation of BBF under this Agreement to an affiliate or to a third party.

11.11 System Variations. BBF may vary or waive any System Standard for any one or more Better Blend franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

11.12 Franchisor's Discretion. BBF may engage in any activity not expressly prohibited by this Agreement. Whenever this Agreement provides that BBF has a certain right, that right is absolute and the parties intend that BBF's exercise of that right will not be subject to any limitation or review. BBF has the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify any express limitations set forth in this Agreement. Whenever BBF agrees to exercise its rights reasonably or in good faith, BBF will have satisfied its obligations whenever it exercises reasonable business judgment in making a decision or exercising its rights. BBF's decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if BBF's decision or action is intended, in whole or significant part, to promote or benefit the System or the Better Blend brand generally even if the decision or action also promotes BBF's financial or other individual interest. Examples of items that will promote or benefit the System or the Better Blend brand include enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System and Better Blend outlets.

11.13 Temporary Management. If (i) the Principal Executive dies or becomes incapacitated, (ii) this Agreement is terminated or expires and BBF elects to purchase assets of the Business as provided in Section 14.6, or (iii) Franchisee is operating the Business in a manner which, in BBF's reasonable opinion, constitutes a danger to the health or safety of any person, then BBF may (but is not obligated to) enter the Location and operate and manage the Business for Franchisee's (or Franchisee's estate's) account until this Agreement is terminated, the Business is transferred, the Business is purchased by BBF, or BBF returns the Business to Franchisee. BBF's operation and management will not continue for more than 90 days without Franchisee's consent (or the consent of the representatives of Franchisee's estate). If this Agreement has not terminated or expired, then BBF will account to Franchisee for all net income from the Business during the period in which BBF operates the Business. BBF may collect a temporary management fee equal

to 10% of Adjusted Gross Sales for the period in which BBF operates the Business, plus all expenses (including internal costs of personnel and overhead) incurred by BBF, which is in addition to Royalty Fees, Marketing Fund Contributions, or other amounts owed under this Agreement. If BBF or a third party assumes the Business's management, Franchisee acknowledges that BBF or the third party will have a duty to utilize only reasonable efforts and will not be liable to Franchisee or its Owners for any losses the Business incurs or obligations to creditors.

11.14 Temporary Public Safety Closure. If BBF discovers or becomes aware of any aspect of the Business which, in BBF's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon BBF's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition. BBF shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

ARTICLE 12.
MARKS

12.1 Authorized Marks. Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by BBF, and only in the manner as BBF may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of BBF.

12.2 Change of Marks. BBF may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after BBF makes any such change (not to exceed 90 days), Franchisee must comply with the change, at Franchisee's expense.

12.3 Infringement.

(a) Defense of Franchisee. If Franchisee has used the Marks in accordance with this Agreement, then (i) BBF shall defend Franchisee (at BBF's expense) against any Action by a third party alleging infringement by Franchisee's use of a Mark, and (ii) BBF shall indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

(b) Infringement by Third Party. Franchisee shall promptly notify BBF if Franchisee becomes aware of any possible infringement of a Mark by a third party. BBF may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. BBF shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

12.4 Name. If Franchisee is an entity, it shall not use the word[s] "Better Blend", "Better Blend" or any confusingly similar words in its legal name.

ARTICLE 13.
COVENANTS

13.1 Confidential Information. With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by BBF for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business, (c) not use any such information in any other business or in any manner not specifically authorized in writing by BBF, (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by BBF (except for Confidential Information which BBF licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

13.2 Covenants Not to Compete.

(a) Restriction – In Term. During the term of this Agreement, neither Franchisee, any Owner, nor any spouse of an Owner (the "Restricted Parties") shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor within five miles of Franchisee's Territory or within five miles of the territory of any other Better Blend business operating on the date of expiration, termination, or transfer, as applicable. If this Agreement is terminated before the Territory is determined, then the area of non-competition will be the Site Selection Area and within five miles territory of any other Better Blend business operating on the date of termination. If a given Better Blend business does not have a defined territory, then for purposes of this Section its territory will be deemed to be a 3-mile radius.

(c) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any arbitrator or court, then the parties intend that the arbitrator or court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of BBF. Franchisee agrees that the existence of any claim it may have against BBF shall not constitute a defense to the enforcement by BBF of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

13.3 General Manager and Key Employees. If requested by BBF, Franchisee shall cause its general manager and other key employees reasonably designated by BBF to sign BBF's then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

ARTICLE 14.
DEFAULT AND TERMINATION

14.1 Termination by Franchisee. Franchisee may terminate this Agreement only if BBF violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective 10 days after BBF receives written notice of termination.

14.2 Termination by BBF.

(a) Subject to 10-Day Cure Period. BBF may terminate this Agreement if Franchisee does not make any payment to BBF when due, or if Franchisee does not have sufficient funds in its account when BBF attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after BBF gives notice to Franchisee of such breach.

(b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c), and Franchisee fails to cure such breach to BBF's satisfaction within 30 days after BBF gives notice to Franchisee of such breach, then BBF may terminate this Agreement.

(c) Without Cure Period. BBF may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(ii) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;

(iii) Franchisee knowingly submits any false report or knowingly provides any other false information to BBF;

(iv) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;

(v) Franchisee fails to open for business by the date specified on the Summary Page;

(vi) Franchisee loses possession of the Location;

(vii) Franchisee or any Owner commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 7.24 (business practices and values), Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;

(viii) Franchisee ceases operation of the Business for more than five consecutive days, or BBF reasonably concludes that Franchisee has ceased operation of the Business;

(ix) Franchisee or any Owner slanders or libels BBF or any of its employees, directors, or officers;

(x) Franchisee refuses to cooperate with or permit any audit or inspection by BBF or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2;

(xi) the Business is operated in a manner which, in BBF's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from BBF or otherwise);

(xii) Franchisee fails to meet the health inspection standards described in Section 7.3(e) two or more times in any 36-month period;

(xiii) Franchisee fails to achieve a passing score on an inspection conducted by BBF two or more times in any 36-month period;

(xiv) Franchisee has received two or more notices of default (or a single notice of more than one default) and Franchisee commits another breach of this Agreement, all in the same 12-month period;

(xv) BBF (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate) (provided that termination of a Multi-Unit Development Agreement with Franchisee or its affiliate shall not give BBF the right to terminate this Agreement);

(xvi) Franchisee or any Owner is charged with, pleads guilty or no-contest to, or is convicted of a felony; or

(xvii) Franchisee or any Owner is accused by any governmental authority or third party of any act, or if Franchisee or any Owner commits any act or series of acts, that in BBF's opinion is reasonably likely to materially and unfavorably affect the Better Blend brand.

14.3 Effect of Termination. Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those

pertaining to non-competition (Section 13.2(b)), confidentiality (Section 13.1), indemnity (Article 16), and dispute resolution (Article 17), will remain in effect, and Franchisee must immediately:

(i) pay all amounts owed to BBF based on the operation of the Business through the effective date of termination or expiration;

(ii) return to BBF all copies of the Manual, Confidential Information and any and all other materials provided by BBF to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items (to the extent in the possession or control of Franchisee); and delete all Confidential Information and proprietary materials from electronic devices;

(iii) immediately take all action required (a) to cancel all assumed name or equivalent registrations relating to Franchisee's use of the Marks; and (b) to cancel or transfer to BBF or its designee all telephone numbers, post office boxes, directory listings, and Digital Marketing accounts used by Franchisee in connection with the Business or the Marks, including, without limitation, by providing login and password details and promptly signing all directions and authorizations necessary or appropriate to accomplish the foregoing. Franchisee hereby irrevocably appoints BBF, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing. The telephone company, the postal service, registrars, Internet service providers and each listing agency may accept such direction by BBF pursuant to this Agreement as conclusive evidence of BBF's exclusive rights in such accounts and its authority to direct their transfer; and

(iv) cease doing business under any of the Marks.

14.4 Remove Identification. Within 30 days after termination or expiration, Franchisee shall at its own expense "de-identify" the Location so that it no longer contains the Marks, signage, or any trade dress of a Better Blend business, to the reasonable satisfaction of BBF. Franchisee shall comply with any reasonable instructions and procedures of BBF for de-identification. If Franchisee fails to do so within 30 days after this Agreement expires or is terminated, BBF may enter the Location to remove the Marks and de-identify the Location. In this event, BBF will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by BBF.

14.5 Liquidated Damages. If BBF terminates this Agreement based upon Franchisee's default (or if Franchisee purports to terminate this Agreement except as permitted under Section 14.1), then within 10 days thereafter Franchisee shall pay to BBF a lump sum (as liquidated damages and not as a penalty) calculated as follows: (x) the average weekly Royalty Fees and Marketing Fund Contributions that Franchisee owed to BBF under this Agreement for the last 52 full weeks that Franchisee operated the Business (disregarding any fee waivers or reductions granted to Franchisee); multiplied by (y) the lesser of (1) 104 or (2) the number of weeks remaining in the then-current term of this Agreement. If Franchisee had not operated the Business for at least 52 full weeks, then (x) will equal the average weekly Royalty Fees and Marketing Fund

Contributions that Franchisee owed to BBF during the full weeks that Franchisee operated the Business. The "average Royalty Fees and Marketing Fund Contributions that Franchisee owed to BBF" shall be based on the obligations stated in Article 4 and shall not be discounted or adjusted due to any deferred or reduced Royalty Fees and Marketing Fund Contributions agreed to by BBF unless this Section 14.5 is specifically amended. Franchisee acknowledges that a precise calculation of the full extent of BBF's damages under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section is reasonable. Franchisee's payment to BBF under this Section will be in lieu of any direct monetary damages that BBF may incur as a result of BBF's loss of Royalty Fees and Marketing Fund Contributions that would have been owed to BBF after the date of termination; however, such payment shall be in addition to all damages and other amounts arising under Section 14.3 and Section 14.4, BBF's right to injunctive relief for enforcement of Article 13, and any attorneys' fees and other costs and expenses to which BBF is entitled under this Agreement. Except as provided in this Section, Franchisee's payment of this lump sum shall be in addition to any other right or remedy that BBF may have under this Agreement or otherwise. If liquidated damages are prohibited by applicable law or are otherwise deemed unenforceable for any reason, then Franchisee shall be liable for BBF's actual damages (including, without limitation, lost future profits) instead of liquidated damages.

14.6 Purchase Option. When this Agreement expires or is terminated, BBF will have the right (but not the obligation) to purchase any or all of the assets related to the Business, and/or to require Franchisee to assign its lease or sublease to BBF. To exercise this option, BBF must notify Franchisee no later than 30 days after this Agreement expires or is terminated. The purchase price for all assets that BBF elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee's last filed tax returns or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. BBF's purchase will be of assets only (free and clear of all liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, or any goodwill or "going concern" value for the Business. BBF may withdraw its exercise of the purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by BBF. If BBF exercises the purchase option, BBF may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts paid or to be paid by BBF to cure defaults under Franchisee's lease and/or amounts owed by Franchisee to third parties. If any of the assets are subject to a lien, BBF may pay a portion of the purchase price directly to the lienholder to pay off such lien. BBF may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. BBF may assign this purchase option to another party.

ARTICLE 15.
TRANSFERS

15.1 By BBF. BBF may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and BBF may undergo a change in ownership and/or control, without the consent of Franchisee.

15.2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that BBF entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not conduct or undergo a Transfer without providing BBF at least 60 days prior notice of the proposed Transfer, and without obtaining BBF's consent. In granting any such consent, BBF may impose conditions, including, without limitation, the following:

(i) BBF receives a transfer fee equal to $17,500 plus any broker fees and other out-of-pocket costs incurred by BBF;

(ii) the proposed Transferee and its owners have completed BBF's franchise application processes, meet BBF's then-applicable standards for new franchisees, and have been approved by BBF as franchisees;

(iii) the proposed Transferee is not a Competitor;

(iv) the proposed Transferee executes BBF's then-current form of franchise agreement and any related documents, which form may contain materially different provisions than this Agreement (provided, however, that the form will be amended to provide that the proposed Transferee will not be required to pay an initial franchise fee);

(v) all owners of the proposed Transferee provide a guaranty in accordance with Section 2.5;

(vi) Franchisee has paid all monetary obligations to BBF and its affiliates, and to any lessor, vendor, supplier, or lender to the Business, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to BBF or its affiliates;

(vii) the proposed Transferee and its owners and employees undergo such training as BBF may require;

(viii) Franchisee, its Owners, and the Transferee and its owners execute a general release of BBF in a form satisfactory to BBF; and

(ix) the Business fully complies with all of BBF's most recent System Standards.

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to BBF, if, prior to the Transfer: (1) the

transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by BBF, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.5.

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the Owner with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by BBF (or to another person who was an Owner at the time of death or incapacity of the largest Owner) within nine months after death or incapacity. Such transfer must comply with Section 15.2.

15.5 BBF's Right of First Refusal. Before Franchisee (or any Owner) engages in a Transfer (except under Section 15.3, to a co-Owner, or to a spouse, sibling, or child of an Owner), BBF will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to BBF a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of BBF's receipt of such copy, BBF will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that if some or all of the purchase price is not payable in cash, BBF may pay the equivalent value in cash for the purchase price). If BBF does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

15.6 No Sublicense. Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

15.7 No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

ARTICLE 16.
INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to BBF) BBF, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees") against all Losses in any Action by or against BBF and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the development or operation of the Business (including any Data Security Event), or any act or omission of Franchisee or any of Franchisee's Owners, officers, directors, employees or agents. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from Actions which Franchisee proves arose solely as a result of any Indemnitee's intentional misconduct or negligence. Any delay or failure by an Indemnitee to notify Franchisee of an Action shall not relieve Franchisee of its indemnity obligation except to the extent (if any) that such delay or failure materially prejudices Franchisee. Franchisee shall not settle an Action without the consent of the Indemnitee. This indemnity will continue in effect after this Agreement ends.

16.2 Assumption. An Indemnitee may elect to assume the defense of any Action subject to this indemnification, and control all aspects of defending the Action, including negotiations and settlement, at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

ARTICLE 17.
DISPUTE RESOLUTION

17.1 Arbitration.

(a) Disputes Subject to Arbitration. Except as expressly provided in subsections (c) and (d), any controversy or claim between the parties (including any controversy or claim arising out of or relating to this Agreement or its formation and including any question of arbitrability) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

(b) Location. The place of arbitration shall be the city and state where BBF's headquarters are located.

(c) Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy or right to arbitrate under this Agreement, seek from any court having jurisdiction any interim or provisional injunctive relief.

(d) Intellectual Property Claims. Either party may bring a claim involving an alleged infringement of any of BBF's intellectual property rights in a court authorized to hear such claims under Section 17.5 of this Agreement.

(e) Confidentiality. All documents, information, and results pertaining to any arbitration or lawsuit will be confidential, except as required by law or as required for BBF to comply with laws and regulations applicable to the sale of franchises.

(f) Performance During Arbitration or Litigation. Unless this Agreement has been terminated, BBF and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process.

17.2 Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages expressly authorized by federal statute and damages expressly authorized by this Agreement.

17.3 Waiver of Class Actions. The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis.

17.4 Time Limitation. Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date of the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not apply to claims (i) by BBF related to non-payment of Royalty Fees and other amounts owed by Franchisee, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks.

17.5 Venue Other Than Arbitration. For any legal proceeding not required to be submitted to arbitration, the parties agree that such proceeding will be brought in the United States District Court where BBF's headquarters is then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where BBF's headquarters is then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

17.6 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

17.7 Franchisor Personnel. The provisions of this Article 17 will apply to any Action by Franchisee or its Owners against BBF's officers, directors, shareholders, members, employees, and/or agents. Nothing in this Agreement authorizes any Action against BBF's officers, directors, shareholders, members, employees, and/or agents or makes those persons liable for BBF's conduct.

ARTICLE 18.
MISCELLANEOUS

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. BBF is not a fiduciary of Franchisee. BBF does not control or have the right to control Franchisee or its Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect BBF's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. BBF has no liability for Franchisee's obligations to any third party whatsoever.

18.2 No Third-Party Beneficiaries. Except as stated in Article 16 or Article 17, this Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, BBF, and BBF's affiliates.

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any

related agreement is intended to disclaim the representations made by BBF in its franchise disclosure document.

18.4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit BBF's rights to modify the Manual or System Standards.

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance or omission by a party to exercise any right will constitute a waiver of such right.

18.6 Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

18.7 Severability. The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

18.8 Governing Law. The laws of the state of Ohio (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Ohio law for the protection of franchisees or business opportunity purchasers (including the Ohio Business Opportunity Purchasers Protection Act, Ohio Rev. Code §§ 1334.01 et seq.) will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to BBF, addressed to 345 W. 4th Street, Cincinnati, OH 45202. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notices will be effective upon the earlier of: (i) receipt by the recipient, (ii) first rejection by the recipient, (iii) three business days after mailing if sent via registered or certified mail; or (iv) the next business day after mailing if sent via overnight courier. Notwithstanding the foregoing, BBF may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication, in which case notice would be effective on Franchisee upon the delivery of the electronic mail or other electronic communication.

18.10 Force Majeure. If either party is unable to perform an obligation due to riots, terrorist act, war, disaster (such as an earthquake, hurricane, or tornado), health emergency (such as epidemics, pandemic, and quarantines), or any other act of God or nature beyond the reasonable control of such party (a "Force Majeure"), such party's performance of the obligation shall be

excused for so long as the Force Majeure exists, but not longer than 180 days. This section shall not excuse a party's obligation to make a payment owed under this Agreement.

18.11 Holdover. If Franchisee continues operating the Business after the expiration of the term without a renewal agreement or successor franchise agreement executed by the parties in accordance with Section 3.2, then at any time (regardless of any course of dealing by the parties), BBF may by giving written notice to Franchisee (the "Holdover Notice") either (i) require Franchisee to cease operating the Business and comply with all post-closing obligations effective immediately upon giving notice or effective on such other date as BBF specifies, or (ii) bind Franchisee to a renewal term of five years, collect the renewal fee this Agreement specified in Section 3.2(v), and deem Franchisee and its Owners to have made the general release of liability described in Section 3.2(vi).

18.12 Joint and Several Liability. If two or more people sign this Agreement as "Franchisee", each will have joint and several liability.

18.13 No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by BBF does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and BBF.

[Signatures on next page]

Agreed to by:

FRANCHISOR:
BETTER BLEND FRANCHISING, LLC
By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE:
[*if an individual:*]

_____
Name: _____
Date: _____

[*if an entity:*]

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

(*Check if applicable*) At the same time as the parties execute this Agreement, they are also executing a Rider to Franchise Agreement pursuant to:

_____ Illinois
_____ Indiana
_____ Maryland
_____ Minnesota
_____ New York
_____ North Dakota
_____ Ohio
_____ Rhode Island
_____ Washington

Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

1. Form of Ownership. Franchisee is a (check one):

_____ *Sole Proprietorship*
_____ *Partnership*
_____ *Limited Liability Company*
_____ *Corporation*

State: _____

2. Owners. If Franchisee is a partnership, limited liability company or corporation:

Name	Shares or Percentage of Ownership

3. Officers. If Franchisee is a limited liability company or corporation:

Name	Title

Attachment 2 to Franchise Agreement

LOCATION ACCEPTANCE LETTER

To: _____

This Location Acceptance Letter is issued by Better Blend Franchising, LLC for your Better Blend franchise in accordance with Section 6.1 of the Franchise Agreement.

1. The Location of the Business is:

_____

2. The Territory of the Business is:

_____

BETTER BLEND FRANCHISING, LLC

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

Attachment 3 to Franchise Agreement

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this "Guaranty") is executed by the undersigned person(s) (each, a "Guarantor") in favor of Better Blend Franchising, LLC, an Ohio limited liability company ("BBF").

Background Statement: _____ ("Franchisee") desires to enter into a Franchise Agreement with BBF for the franchise of a Better Blend business (the "Franchise Agreement"; capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement). Guarantor owns an equity interest in Franchisee. Guarantor is executing this Guaranty in order to induce BBF to enter into the Franchise Agreement.

Guarantor agrees as follows:

1. **Guaranty**. Guarantor hereby unconditionally guarantees to BBF and its affiliates (and their respective successors and assigns) that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to BBF and its affiliates, whether or not contained in the Franchise Agreement. Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and BBF or its affiliates upon demand from BBF. Guarantor waives (a) acceptance and notice of acceptance by BBF of this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder; (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guaranty by the undersigned; (f) any law which requires that BBF make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty; and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

2. **Confidential Information**. With respect to all Confidential Information, Guarantor shall (a) adhere to all security procedures prescribed by BBF for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business, (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by BBF, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of the Franchise Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by BBF or its affiliates (except for Confidential Information which BBF licenses from another person or entity). Guarantor

acknowledges that all customer data collected or generated by the Business and all data collected or generated by the point-of-sale system (other than data regarding employees) is Confidential Information belonging to BBF. This Section will survive the termination or expiration of the Franchise Agreement indefinitely.

3. Covenants Not to Compete.

(a) Restriction - In Term. During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor located within five miles of Franchisee's Territory or within five miles of the territory of any other Better Blend business operating on the date of expiration, termination, or transfer, as applicable. If the Franchise Agreement is terminated before the Territory is determined, then the area of non-competition will be the Site Selection Area and within five miles the territory of any other Better Blend business operating on the date of termination. If a given Better Blend business does not have a defined territory, then for purposes of this Section its territory will be deemed to be a 3-mile radius.

(c) Interpretation. Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of BBF. Guarantor agrees that the existence of any claim it or Franchisee may have against BBF shall not constitute a defense to the enforcement by BBF of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

4. **Modification**. Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved or otherwise affected by (a) any amendment of the Franchise Agreement, (b) any extension of time, credit or other indulgence which BBF may from time to time grant to Franchisee or to any other person or entity, or (c) the acceptance of any partial payment or performance or the compromise or release of any claims.

5. **Governing Law; Dispute Resolution**. This Guaranty shall be governed by and construed in accordance with the laws of the state of Ohio (without giving effect to its principles of conflicts of law). The parties agree that any Ohio law for the protection of franchisees or business opportunity purchasers (including the Ohio Business Opportunity Purchasers Protection Act, Ohio Rev. Code §§ 1334.01 et seq.) will not apply unless its jurisdictional requirements are met independently without reference to this Section 5. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to BBF all costs incurred by BBF (including reasonable

attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Agreed to by:

_____

Name:_____

Address:_____

_____

_____

Date:_____

_____

Name:_____

Address:_____

_____

_____

Date:_____

_____

Name:_____

Address:_____

_____

_____

Date:_____

Attachment 4 to Franchise Agreement

CONDITIONAL ASSIGNMENT OF BRAND ACCOUNTS

This Assignment of Brand Accounts (this "Assignment") is executed by the undersigned ("Franchisee") in favor of Better Blend Franchising, LLC, an Ohio limited liability company ("BBF").

Background Statement: BBF and Franchisee are parties to a Franchise Agreement pursuant to which BBF granted Franchisee a license to operate a Better Blend franchised business (the "Business"). BBF or its affiliates are the sole owner of the Better Blend brand and all names, logos, trademarks, service marks, and other intellectual property associated therewith. To protect BBF's interest in and control of Better Blend, Franchisee acknowledges the following and agrees that BBF has the right to control all telephone numbers, directory listings, and internet marketing accounts related to Better Blend.

Franchisee agrees as follows:

1. **Conditional Assignment**. Franchisee hereby assigns to BBF (or its designee) all of Franchisee's rights, title, and interest in and to all telephone numbers, directory listings, email accounts, websites, social media accounts, and all other accounts and profiles for advertising and marketing on the internet or any electronic communications network ("Brand Accounts") associated with Better Blend and registered by Franchisee from time to time in connection with the operation of Franchisee's Business, such assignment to be effective upon (a) termination or expiration of the Franchise Agreement, or (b) notice from BBF to Franchisee, at which time BBF will have the right to assume ownership of any one or all Brand Accounts.

2. **Transfer or Deletion**. Franchisee hereby authorizes the service provider of each Brand Account (the "Provider") to transfer the Brand Account to BBF (or its designee) or to delete the Brand Account upon the written instruction of BBF. Franchisee hereby grants BBF an irrevocable limited power of attorney on behalf of Franchisee to direct any Provider to transfer or delete a Brand Account. In such an event, Franchisee will have no further right, title or interest in the Brand Account but will remain liable to the Provider for all past due fees owing to the Provider on or before the date on which the assignment is effective. BBF will have no liability or obligation of any kind to a Provider arising prior to the effective date of transfer or deletion. Franchisee agrees to take all reasonable steps necessary to effectuate the transfer or deletion (as determined by BBF) of each Brand Account.

[Signatures on next page]

Executed by:

FRANCHISEE:

[if an individual:]

_____

Name:_____

[if an entity:]

_____

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

EXHIBIT C

MULTI-UNIT DEVELOPMENT AGREEMENT

MULTI-UNIT DEVELOPMENT AGREEMENT

This Multi-Unit Development Agreement (this "MUDA") is made between Better Blend Franchising, LLC, an Ohio limited liability company ("BBF") and _____, a _____ ("Franchisee") on the Effective Date.

Background Statement: On the same day as they execute this MUDA, BBF and Franchisee have entered into a Franchise Agreement for the franchise of a Better Blend Nutrition business (the "Franchise Agreement"; capitalized terms used but not defined in this MUDA have the meanings given in the Franchise Agreement). BBF and Franchisee desire that Franchisee develop multiple Better Blend Nutrition businesses.

1. Multi-Unit Commitment. Franchisee shall develop and open Better Blend Nutrition businesses, and pay associated non-refundable initial franchise fees, on the following schedule:

Store #	Deadline for Opening	Total # of Stores to be Open and Operating on Deadline	Portion of Franchise Fee Payable Upon Signing MUDA	Portion of Franchise Fee Payable Upon Signing Lease LOI
1		1	$_____	
2		2	$_____	$_____
3		3	$_____	$_____
4		4	$_____	$_____
5		5	$_____	$_____
		Total Initial Franchise Fees:	$_____	$_____

2. Form of Agreement. For Store #1, Franchisee and BBF have executed the Franchise Agreement simultaneously with this MUDA. For each additional Better Blend Nutrition franchise, Franchisee shall execute BBF's then-current standard form of franchise agreement when (or before) Franchisee signs a letter of intent to lease or acquire a location. This MUDA does not give Franchisee the right to construct, open, or operate a Better Blend Nutrition business, and Franchisee acknowledges that Franchisee may construct, open, and operate each Better Blend Nutrition business only pursuant to a separate franchise agreement executed pursuant to this MUDA for each such Better Blend Nutrition business.

3. Site Selection Area. Franchisee shall locate each Better Blend Nutrition business it develops under this MUDA within the following area: _____ _____ (the "Site Selection Area"). Until _____, BBF shall not establish, nor license the establishment of, another business located in the Development Area

selling the same or similar goods or services under the same or similar trademarks or service marks as a Better Blend Nutrition business. BBF retains the right to: (i) establish and license others to establish and operate Better Blend Nutrition businesses outside the Development Area, (ii) operate and license others to operate businesses anywhere that do not sell the same or similar goods or services under the same or similar trademarks or service marks as a Better Blend Nutrition business; and (iii) sell and license others to sell products and services in the Site Selection Area through channels of distribution (including the internet) other than Better Blend Nutrition outlets.

4. Default and Termination. BBF may terminate this MUDA by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee fails to satisfy the development schedule; or

(ii) BBF has the right to terminate any franchise agreement between BBF and Franchisee (or any affiliate thereof) due to Franchisee's default thereunder (whether or not BBF actually terminates such franchise agreement).

5. Limitation of Liability. Franchisee's commitment to develop Better Blend Nutrition businesses is in the nature of an option only. If BBF terminates this MUDA for Franchisee's default, Franchisee shall not be liable to BBF for lost future revenues or profits from the unopened Better Blend Nutrition businesses. Franchisee may terminate this MUDA at any time.

6. Conditions. Franchisee's right to develop each Better Blend Nutrition franchise after the Store #1 is subject to the following:

(i) Franchisee must possess sufficient financial and organizational capacity to develop, open, operate, and manage each additional Better Blend Nutrition business, in the reasonable judgment of BBF, and

(ii) Franchisee must be in full compliance with all brand requirements at its open Better Blend Nutrition businesses, and not in default under any Franchise Agreement or any other agreement with BBF.

7. Dispute Resolution; Miscellaneous. The laws of the State of Ohio (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Ohio law for the protection of franchisees or business opportunity purchasers (including the Ohio Business Opportunity Purchasers Protection Act, Ohio Rev. Code §§ 1334.01 et seq.) will not apply unless its jurisdictional requirements are met independently without reference to this Section 7. Franchisee shall not Transfer this MUDA without the prior written consent of BBF, and any Transfer without BBF's prior written consent shall be void. The provisions of Article 17 (Dispute Resolution) and Article 18 (Miscellaneous) of the Franchise Agreement apply to and are incorporated into this MUDA as if fully set forth herein.

[*Signatures on Next Page*]

Agreed to by:

FRANCHISOR:

BETTER BLEND FRANCHISING, LLC

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

FRANCHISEE:

[*if an individual:*]

_____
Name: _____

[*if an entity:*]

_____

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

(*Check if applicable*) At the same time as the parties execute this Agreement, they are also executing a Rider to Multi-Unit Development Agreement pursuant to:

_____ Illinois
_____ Indiana
_____ Maryland
_____ Minnesota
_____ New York
_____ North Dakota
_____ Ohio
_____ Rhode Island
_____ Washington

EXHIBIT D

RIDER TO LEASE AGREEMENT

RIDER TO LEASE AGREEMENT

Landlord: _____
Notice Address: _____
_____
_____
Telephone: _____

Franchisor: Better Blend Franchising, LLC
Notice Address: 345 W. 4th Street,
Cincinnati, OH 45202
Telephone: 859-777-2565

Tenant: _____

Leased Premises: _____

1. Use. Tenant is a franchisee of Franchisor. The Leased Premises shall be used only for the operation of a Better Blend business (or any name authorized by Franchisor).

2. Notice of Default and Opportunity to Cure. Landlord shall provide Franchisor with copies of any written notice of default ("Default") given to Tenant under the Lease, and Landlord grants to Franchisor the option (but not the obligation) to cure any Default under the Lease (should Tenant fail to do so) within 10 days after the expiration of the period in which Tenant may cure the Default.

3. Termination of Lease. Landlord shall copy Franchisor on any notice of termination of the Lease. If Landlord terminates the Lease for Tenant's Default, Franchisor shall have the option to enter into a new Lease with Landlord on the same terms and conditions as the terminated Lease. To exercise this option, Franchisor must notify Landlord within 15 days after Franchisor receives notice of the termination of the Lease.

4. Termination of Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated during the term of the Lease, then upon the written request of Franchisor, Tenant shall assign the Lease to Franchisor. Landlord hereby consents to the assignment of the Lease to Franchisor.

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor or its affiliate, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease unless otherwise agreed by Landlord. If Franchisor or its affiliate becomes the lessee of the Leased Premises, then Franchisor shall have the right to assign or sublease its lease to a franchisee of the Better Blend brand. Any provision of the Lease which limits Tenant's right to own or operate other Better Blend outlets in proximity to the Leased Premises shall not apply to Franchisor or to its affiliates.

6. Authorization. Tenant authorizes Landlord and Franchisor to communicate directly with each other about Tenant and Tenant's business.

7. Right to Enter. Upon the expiration or termination of the Franchise Agreement or the Lease, or the termination of Tenant's right of possession of the Leased Premises, Franchisor

or its designee may, after giving reasonable prior notice to Landlord, enter the Leased Premises to remove signs and other material bearing Franchisor's brand name, trademarks, and commercial symbols, provided that Franchisor will be liable to Landlord for any damage Franchisor or its designee causes by such removal.

8. No Liability. By executing this Rider, Franchisor does not assume any liability with respect to the Leased Premises or any obligation as Tenant under the Lease.

Executed by:

LANDLORD:

_____

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

TENANT:

_____

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

FRANCHISOR:

BETTER BLEND FRANCHISING, LLC

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

EXHIBIT E

FORM OF GENERAL RELEASE

[FORM OF] GENERAL RELEASE

[*This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.*]

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of Better Blend Franchising, LLC, an Ohio limited liability company ("BBF").

Background Statement: [*describe circumstances of Release*]

Releasor agrees as follows:

1. **Release.** Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties") hereby releases BBF, its affiliates, and their respective directors, officers, shareholders, employees, franchise sellers, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the [Franchise Agreement or Multi-Unit Development Agreement] (collectively, "Claims").

2. **Covenant Not to Sue.** Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.

3. **Representations and Acknowledgments.** Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

4. **Survival of Obligations**. Releasors each acknowledge that its obligations under the Franchise Agreements with respect to indemnification, and confidentiality of materials disclosed while the Franchise Agreements were in effect, and any other provision that specifies it survives termination of the Franchise Agreements all remain in full force and effect. Releasors shall contact BBF regarding any questions on such surviving obligations. For purposes of this Release, "Confidential Materials" means all materials in all forms, including electronically stored information, which were disclosed to Releasors in confidence, contains confidential information as described in the Franchise Agreements, or

by the facts and circumstances attending disclosure, should be considered confidential and proprietary.

5. **Confidentiality**. Each party hereto and their respective counsel, representatives and agents agrees that they will not disclose any of the terms of this Release. The parties and their respective counsel, representatives and agents are not, however, precluded from disclosing the terms of this Release to their attorneys, accountants, tax preparers, paid financial advisors or any governmental, regulatory or judicial authority which might compel the disclosure of this Release. Notwithstanding the foregoing, if any of the parties is served with a subpoena or other governmental or judicial process seeking to compel the disclosure of this Release, it shall be the responsibility of the party that receives the subpoena or other governmental or judicial process to notify all other parties to this Release within 72 hours of receipt, thus affording the other parties to this Release an opportunity to move to quash the subpoena or oppose the entry of any order seeking to compel the disclosure of this Release. Additionally, in the event it becomes necessary to file this Release with a court in any future enforcement action between the parties, the parties hereby agree to apply jointly for leave to file this Release under seal.

6. **Consultation with Counsel**. Releasors acknowledge that each of them has consulted with, or had the opportunity to consult with, legal counsel of their own selection about this Release. Releasors each understand how this Release will affect their legal rights and voluntarily enter into this Release with such knowledge and understanding.

7. **Capitalized Terms**. Capitalized terms not otherwise defined in this Release shall have the meaning assigned to that term in the Franchise Agreement, including its addenda and amendments.

8. **Effective Date.** This Release shall become effective upon the execution of this Release by all of the parties. For avoidance of doubt, the date of the last signature of the parties below is the "Effective Date."

9. **Miscellaneous.** If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that BBF reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof.

Agreed to by:

_____

Name: _____

Date: _____

EXHIBIT F

FINANCIAL STATEMENTS

BETTER BLEND FRANCHISING, LLC

FINANCIAL REPORT

DECEMBER 31, 2024

BETTER BLEND FRANCHISING, LLC
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SingerLewak
Accountants & Consultants

INDEPENDENT AUDITOR'S REPORT

Board of Members of
Better Blend Franchising, LLC

Opinion

We have audited the financial statements of Better Blend Franchising, LLC (the "Company"), which comprise the balance sheet as of December 31, 2024, the related statements of operations and changes in member's deficit, and cash flows for the year then ended, 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 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (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 audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern 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.

Singer Lewak LLP

July 11, 2025

BETTER BLEND FRANCHISING, LLC

BALANCE SHEET

DECEMBER 31, 2024

ASSETS

Current assets		
Cash	$	12,287
Royalty and marketing fees receivable		1,151
Deposits		5
Total assets	**$**	**13,443**

LIABILITIES AND MEMBER'S DEFICIT

Current liabilities		
Accounts payables and accrued expenses	$	4,664
Deferred revenue, current portion		36,250
Total current liabilities		40,914
Deferred revenue, noncurrent		266,140
Note payable – related party		169,113
Total liabilities		476,167
Member's deficit		(462,724)
Total liabilities and member's deficit	**$**	**13,443**

See notes to financial statement.

BETTER BLEND FRANCHISING, LLC

STATEMENT OF OPERATIONS AND CHANGES IN MEMBER'S DEFICIT

YEAR ENDED DECEMBER 31, 2024

Revenue	
Royalty revenue	$ 131,952
Franchise fee revenue	53,126
Development fee revenue	8,000
Total revenue	193,078
General and administrative expenses	243,940
Loss from operations	(50,862)
Other income	1,154
Net loss	(49,708)
Member's deficit, beginning	(413,016)
Member's deficit, ending	**$ (462,724)**

See notes to financial statements.

BETTER BLEND FRANCHISING, LLC

STATEMENT OF CASH FLOWS

YEAR ENDED DECEMBER 31, 2024

Cash flows from operating activities	
Net loss	$ (49,708)
Adjustments to reconcile net loss to net cash flows used by operating activities:	
Changes in operating assets and liabilities:	
Royalty and marketing fees receivable	2,508
Accounts payable and accrued expenses	(69,535)
Deferred revenue	(27,583)
Cash flows used by operating activities	(144,318)
Cash flows from financing activities	
Proceeds from issuance of note payable – related party	119,893
Net decrease in cash	(24,425)
Cash, beginning of year	36,712
Cash, end of year	**$ 12,287**

See notes to financial statements.

NOTE 1 – NATURE OF BUSINESS

Better Blend Franchising, LLC (the "Company") is a registered limited liability company (LLC), under the laws of the state of Ohio and was formed on June 22, 2022, pursuant to an Operating Agreement.

The Company is involved in managing, operating, and engaging in franchising related activities in connection with Better Blend brand including, but not limited to, for restaurants, cafes and/or other products services or concepts in the state of Kentucky.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation
The accompanying financial statements are presented using the accrual basis of accounting in accordance with generally accepted accounting principles in the United States of America (U.S. GAAP).

Use of Estimates
The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from these estimates.

Royalties and Marketing Fees Receivable
Royalties and marketing fees receivable are carried at original invoice value, less an estimate made for credit losses from the inability of its franchisees to make required payments based on a review of all outstanding amounts on a monthly basis. Management considers the age of royalties and marketing fees receivable balances and general economic issues when determining the collectability of specific accounts. Uncollectible accounts are written off when a franchisee files bankruptcy, or after all attempts at collections have been pursued. Recoveries of receivables previously written off are recorded when received. The Company generally does not have collateral for its receivables. Although the Company expects to collect amounts due, actual collections may differ from estimated amounts. At December 31, 2024, a reserve for credit losses had not been established.

Deferred Revenue
Deferred revenue represents unearned revenue generated from the sale of new franchises and the approval of new franchise locations. Franchise fee and development fee revenues are recognized when performance obligations are satisfied. Management determined that performance obligations related to franchise fees are satisfied over time and revenue is recognized over the term of the franchise agreement.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

Revenues are recorded when: (i) a contract with a client has been identified, (ii) the performance obligation(s) in the contract have been identified, (iii) the transaction price has been determined, (iv) the transaction price has been allocated to each performance obligation in the contract, and (v) the Company has satisfied the applicable performance obligation.

The Company's revenue consists of fees from franchised restaurants operated by conventional franchisees. Revenue from conventional franchised restaurants include initial franchise fees, royalties based on percent of sales, marketing fees based on percent of sales, and development fees for locations the franchisee opens in addition to the initial location.

The initial franchise fees collected are determined on a franchisee-by-franchisee basis. The Company had eleven franchisees under contract and four were operational as of December 31, 2024.

Royalties are collected on a weekly basis and are based on 6% of gross revenue, as specified in the franchise agreement.

Marketing fees are based on 1% of gross revenue, and are payable to the Company and held in a marketing fund. The marketing fund is used for marketing expenses related to maximizing public recognition of the Company's brand and marketing fund.

Contract assets and liabilities as of January 1, 2024 were as follows:

Contract Assets		
Royalties and marketing fees receivable	$	3,659
Contract Liabilities		
Deferred revenue	$	329,973

Advertising

Advertising expenses are charged to expense as incurred. For the year ended December 31, 2024, advertising expense totaled $6,361, which is included in general and administrative expenses on the accompanying statement of operations and changes in member's deficit.

NOTE 3 – CONCENTRATIONS

Customers

For the year ended December 31, 2024, three franchisees represented approximately 85% of revenues. As of December 31, 2024, six franchisees represented 100% of royalties and marketing fees receivable.

NOTE 4 – MEMBER'S DEFICIT

The Company has one owner who owns 100% of the outstanding membership units and is the managing member. The managing member may make changes in membership percentages, aggregate capital contributions, and admission of additional or substitute members.

NOTE 5 – COMMITMENTS AND CONTINGENCIES AND RELATED PARTY TRANSACTIONS

Litigation

The Company from time to time, is involved in certain legal matters which arise in the normal course of business. Management believes that any resolution of such matters will not have a material adverse effect on the financial position of the Company.

Related Party Transactions

The Company has a note payable to Better Blend Nutrition, LLC, a related party under common control. The note is non-interest bearing, unsecured and matures in 2030.

NOTE 6 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through July 11, 2025, the date on which the financial statements were available to be issued.

BETTER BLEND FRANCHISING, LLC

FINANCIAL REPORT

DECEMBER 31, 2023

BETTER BLEND FRANCHISING, LLC
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SingerLewak
Accountants & Consultants

INDEPENDENT AUDITOR'S REPORT

Board of Members of
Better Blend Franchising, LLC

Opinion
We have audited the financial statements of Better Blend Franchising, LLC (the "Company"), which comprise the balance sheet as of December 31, 2023, the related statements of operations, member's deficit, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements presents fairly, in all material respects, the financial position of the Company as of December 31, 2023, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statement 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 audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statement
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 a financial statements that is free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statement is issued or available to be issued.

Auditor's Responsibility for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is 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 statement, 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.

Singer Lewak LLP

May 2, 2024

BETTER BLEND FRANCHISING, LLC

BALANCE SHEET
DECEMBER 31, 2023

ASSETS

Current Assets		
Cash	$	36,712
Royalty and marketing fees receivable		3,659
Deposits		5
Total Assets	**$**	**40,376**

LIABILITIES AND MEMBERS' DEFICIT

Current Liabilities		
Accounts payables and accrued expenses	$	74,199
Deferred revenue, current portion		35,750
Total Current Liabilities		109,949
Deferred revenue, noncurrent portion		294,223
Note payable to related party		49,220
Total Liabilities		453,392
Member's deficit		(413,016)
Total Liabilities and Member's Deficit	**$**	**40,376**

See notes to financial statement.

BETTER BLEND FRANCHISING, LLC

STATEMENT OF OPERATIONS

YEAR ENDED DECEMBER 31, 2023

Revenue		
Royalty revenue	$	43,805
Franchise fee revenue		18,979
Services revenue		1,402
Development fee revenue		5,938
Total revenue		70,124
General and administrative expenses		377,935
Net loss	**$**	**(307,811)**

See notes to financial statements.

BETTER BLEND FRANCHISING, LLC

STATEMENT OF MEMBER'S DEFICIT

YEAR ENDED DECEMBER 31, 2023

	Accumulated Deficit	Total
Member's deficit, December 31, 2022	$ (105,205)	$ (105,205)
Net loss	(307,811)	(307,811)
Member's deficit, December 31, 2023	**$ (413,016)**	**$ (413,016)**

See notes to financial statements.

BETTER BLEND FRANCHISING, LLC

STATEMENT OF CASH FLOWS

YEAR ENDED DECEMBER 31, 2023

Cash flows from operating activities		
Net loss	$	(307,811)
Adjustments to reconcile net loss to net cash flows used by operating activities:		
Changes in operating assets and liabilities:		
Royalties and marketing receivable		(3,659)
Deposits		(5)
Accounts payable and accrued expenses		50,589
Deferred revenue		185,083
Cash flows used by operating activities		(75,803)
Cash flows from financing activities		
Proceeds from issuance of note payable to related party		49,220
Cash flows provided by financing activities		49,220
Net decrease in cash		(26,583)
Cash, beginning of year		63,295
Cash, end of year	**$**	**36,712**

See notes to financial statements.

NOTE 1 – NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Better Blend Franchising, LLC (the "Company") is a registered limited liability company (LLC), under the laws of the state of Ohio and was formed on June 22, 2022, pursuant to an Operating Agreement.

The Company is involved in managing, operating, and engaging in franchising related activities in connection with Better Blend brand including but not limited to for restaurants, cafes and/or other products services or concepts.

Basis of Accounting

The financial statements are prepared in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP).

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from these estimates.

Royalties Receivable

Royalties receivable are reported at invoice value. The Company maintains an allowance for doubtful accounts for estimated losses resulting from the inability of its franchisees to make required payments. Management considers the age of royalties receivable balances and general economic issues when determining the collectability of specific accounts. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to the allowance for doubtful accounts. Balances that remain outstanding after reasonable collection efforts are written off through a charge to the allowance for doubtful accounts and credit to royalties receivable. The Company has not established an allowance for doubtful accounts as it is management’s opinion that uncollectible accounts, if any, at December 31, 2023 were not material to the financial statements.

Revenue Recognition

Revenues are recorded when: (i) a contract with a client has been identified, (ii) the performance obligation(s) in the contract have been identified, (iii) the transaction price has been determined, (iv) the transaction price has been allocated to each performance obligation in the contract, and (v) the Company has satisfied the applicable performance obligation.

NOTE 1 – NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)
The Company's revenue consists of fees from franchised restaurants operated by conventional franchisees. Revenue from conventional franchised restaurants include initial franchise fees, royalties based on percent of sales, marketing fees based on percent of sales, and development fees for locations the franchisee opens in addition to the initial location.

Royalties are collected on a weekly basis and are based on certain percentage as specified on the franchise agreement. Marketing fees are based on up to 1% of gross revenue. The marketing fund is used for marketing expenses related to maximizing public recognition of the Company's brand and marketing fund.

The initial franchise fees collected are determined on a franchisee-by-franchisee basis. The Company had ten franchisees under contract and four were operational as of December 31, 2023.

The Company had no contract assets and approximately $145,000 of contract liabilities as of December 31, 2022.

Advertising
The Company expenses advertising costs as incurred. Advertising expenses were approximately $50,000 for the years ended December 31, 2023.

NOTE 2 – DEFERRED REVENUE

Deferred revenue represents unearned revenue generated from the sale of new franchises and the approval of new franchisee locations. Franchise fee and development fee revenues are recognized when performance obligations are satisfied. Management determined that performance obligations related to franchise fees are satisfied over time and revenue is recognized over the term of the franchise agreement.

NOTE 3 – RELATED PARTY TRANSACTIONS

The Company has a note payable to Better Blend Nutrition, LLC, a related party under common control. These payables are non-interest bearing, unsecured and are to be paid in full in 2026.

NOTE 4 – MEMBERS' DEFICIT

The Company has one owner who owns 100% of the outstanding common stock and is the managing member. The managing member may make changes in membership percentages, aggregate capital contributions, and admission of additional or substitute members.

NOTE 5 – CONCENTRATIONS

Significant Customer
As of and for the year ended December 31, 2023, two customers represented 85% of total revenues and 69% of royalties and marketing fees receivable.

NOTE 6 – COMMITMENTS AND CONTINGENCIES

Litigation
The Company from time to time, is involved in certain legal matters which arise in the normal course of business. Management believes that any resolution of such matters will not have a material adverse effect on the financial position of the Company.

NOTE 7 – SUBSEQUENT EVENTS

The Company opened one new location on January 27, 2024 in Independence, KY.

The Company has evaluated subsequent events through May 2, 2024, the date on which the financial statements were available to be issued. Management has determined that there are no subsequent events which would be required to be disclosed in the financial statements, other than the matter discussed above.

BETTER BLEND FRANCHISING, LLC

FINANCIAL REPORT

DECEMBER 31, 2022

BETTER BLEND FRANCHISING, LLC
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SingerLewak
Accountants & Consultants

INDEPENDENT AUDITOR'S REPORT

Board of Members of
Better Blend Franchising, LLC

Opinion
We have audited the balance sheet of Better Blend Franchising, LLC (the "Company"), as of December 31, 2022, and the related notes (the "financial statement"). In our opinion, the accompanying financial statement presents fairly, in all material respects, the financial position of the Company as of December 31, 2022, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statement 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 audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statement
Management is responsible for the preparation and fair presentation of the financial statement 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 a financial statement that is free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statement is issued or available to be issued.

Auditor's Responsibility for the Audit of the Financial Statement
Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is 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 statement.

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 statement, 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 statement.
- 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 statement.
- 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.

Singer Lewak LLP

April 28, 2023

BETTER BLEND FRANCHISING, LLC
BALANCE SHEET
DECEMBER 31, 2022

ASSETS

Current Assets	
Cash and cash equivalents	$ 63,295
Total Assets	**$ 63,295**

LIABILITIES AND MEMBERS' DEFICIT

Current Liabilities	
Accounts payables and accrued expenses	$ 23,610
Deferred revenue	14,750
Total Current Liabilities	38,360
Deferred revenue, noncurrent portion	130,140
Total Liabilities	
Members' deficit	(105,205)
Total Liabilities and Members' Deficit	**$ 63,295**

See notes to financial statement.

NOTE 1 – NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Business
Better Blend Franchising, LLC (the "Company") is a registered limited liability company (LLC), under the laws of the state of Ohio and was formed on June 22, 2022, pursuant to an Operating Agreement.

The Company is involved in managing, operating, and engaging in franchising related activities in connection with Better Blend brand including but not limited to for restaurants, cafes and/or other products services or concepts.

Basis of Accounting
The financial statements are prepared in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP).

Use of Estimates
The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from these estimates.

Cash Equivalents
For the purpose of the statements of cash flows, the Company considers all highly liquid instruments purchased with a maturity of three months or less to be cash equivalents.

Revenue Recognition
Revenues are recorded when: (i) a contract with a client has been identified, (ii) the performance obligation(s) in the contract have been identified, (iii) the transaction price has been determined, (iv) the transaction price has been allocated to each performance obligation in the contract, and (v) the Company has satisfied the applicable performance obligation.

The Company's revenue consists of fees from franchised restaurants operated by conventional franchisees. Revenue from conventional franchised restaurants include initial franchise fees, royalties based on percent of sales, marketing fees based on percent of sales, and development fees for locations the franchisee opens in addition to the initial location.

Royalties are collected on a weekly basis and are based on certain percentage as specified on the franchise agreement. Marketing fees are based on up to 1% of gross revenue. The marketing fund is used for marketing expenses related to maximizing public recognition of the Company's brand and marketing fund.

Franchise fee revenue was approximately $2,600 for the year ended December 31, 2022. The initial franchise fees collected are determined on a franchisee-by-franchisee basis. The Company had three franchisees under contract but none were operational as of December 31, 2022.

NOTE 2 – DEFERRED REVENUE

Deferred revenue represents unearned revenue generated from the sale of new franchises and the approval of new franchisee locations. Franchise fee and development fee revenues are recognized when performance obligations are satisfied. Management determined that performance obligations related to franchise fees are satisfied over time and revenue is recognized over the term of the franchise agreement. Deferred revenue was $145,000 at December 31, 2022.

NOTE 3 – COMMITMENTS AND CONTINGENCIES

Litigation

The Company from time to time may be a defendant in legal actions generally incidental to its business. Although it is difficult to predict the ultimate outcome of any potential or threatened litigation, management believes that any ultimate liability will not materially affect the financial position and results of operations of the Company.

NOTE 4 – RISKS AND UNCERTAINTIES

Concentration of Credit Risk

The Company maintains cash balances in certain financial institutions which, at times, may exceed federally insured limits. The Company is subject to credit risk to the extent any financial institution with which it conducts business is unable to fulfill contractual obligations on its behalf. Management monitors the financial condition of such financial institutions and does not anticipate any loss from these obligations.

NOTE 5 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through April 28, 2023, the date on which the financial statements were available to be issued.

EXHIBIT G

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EXHIBIT H

CURRENT AND FORMER FRANCHISEES

Current Franchisees

Names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets:

Location	Franchisee	Address	Phone
Fort Mitchell, KY	Brittan and Kelly Grubb	2510 Dixie Highway, Fort Mitchell, KY 41017	(859) 307-5110
Louisville, KY	Nick and Kelly Langford**	4149 Shelbyville Road, Louisville, KY 40207	(502) 530-5452

* Signed Multi-Unit Development Agreement for 2 additional units
** Signed Multi-Unit Development Agreement for 2 additional units

Franchisees who had signed franchise agreements but were not yet open as of the end of our last fiscal year:

Location	Franchisee	Address (store or home)	Phone
Highland Height KY	Brittan and Kelly Grubb	2885 Alexandria Pike, Highland Heights, KY 41017	513-344-1056
Independence, KY	Karin Smith	2044 Harris Pike, Independence, KY	859-359-0133
Hebron, KY	Jennifer Wassler	1990D North Bend Road, Hebron, KY 41048	859-916-0623
Lexington, KY	Wendy Cleveland*	(Home) 10963 Paddock Drive Walton KY 41094	850-409-8840
Anderson, OH	Tami and Jeff Wandell**	7761 Five Mile Road, Anderson, OH 45230	859-818-2166

** Signed Multi-Unit Development Agreement for 1 additional unit

Former Franchisees

Name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date:

Location	Franchisee	Address (store or home)	Phone
Mason, OH	Brent Hill*	6209 Snider Road, Suite B, Mason, OH 45040	(513) 466-8466
Loveland, OH	Brent Hill	201 W. Loveland Avenue, Loveland, OH 45140	(513) 239-5467

EXHIBIT I

STATE ADDENDA TO DISCLOSURE DOCUMENT

SUPPLEMENTAL DISCLOSURE ADDENDUM
FOR PROSPECTIVE FRANCHISEES
IN THE STATE OF FLORIDA

Total Investment

We do not know the amount of the total required investment in a Better Blend outlet over the term of the franchise. We do not request, obtain or receive this information from franchisees. We refer you to Item 7 for the known initial investment. Additional capital investments in the Better Blend outlet will be necessary over the term of the franchise to maintain the Better Blend outlet according to the System.

ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO THE INDIANA FRANCHISE DISCLOSURE LAW AND THE INDIANA DECEPTIVE FRANCHISE PRACTICES ACT

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of this Disclosure Document, the Franchise Agreement, the other agreements or the law of the state of Franchisor's headquarters, if such provisions are in conflict with Indiana law.

2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the Franchise Agreement, shall supersede the provisions of Section 14 of the Franchise Agreement in the State of Indiana to the extent that may be inconsistent with such prohibition.

3. Notwithstanding the Franchise Agreement, you recognize that in the event of any use of the System not in accord with that Agreement, we shall be entitled to seek injunctive and other relief.

4. No release language set forth in the Disclosure Document or Franchise Agreement, including but limited to Item 17 or Article 16 of the Agreement, respectively, shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

5. Article 18 Section 8 of the Franchise Agreement is amended to provide that each such agreement (as applicable) will be construed in accordance with the laws of the State of Indiana.

6. Any provision in the Disclosure Document or Franchise Agreement which designates jurisdiction or venue, or requires franchisee to agree to jurisdiction or venue, in a forum outside of Indiana, may not be enforceable.

7. Jury trial waiver requirements of the Franchise Agreement are deleted from all Agreements entered into in Indiana.

8. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

EXHIBIT J

STATE ADDENDA TO AGREEMENTS

INDIANA RIDER TO FRANCHISE AGREEMENT [*if applicable:* AND MULTI-UNIT DEVELOPMENT AGREEMENT]

This Rider amends the Franchise Agreement [*if applicable*: and Multi-Unit Development Agreement] dated _____ (the "Agreement"), between Better Blend Franchising, LLC, an Ohio limited liability company ("BBF") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Modified. Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase

notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
BETTER BLEND FRANCHISING, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT K

EFT AUTHORIZATION FORM

Bank Name: _____
ABA#: _____
Acct. #: _____
Acct. Name: _____

Effective as of the date of the signature below, _____ ("Franchisee") hereby authorizes Better Blend Franchising, LLC ("Franchisor") or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to make the following payments to Franchisor under the franchise agreement (the "Franchise Agreement") between Franchisor and Franchisee: (1) all Royalty Fees; (2) all Marketing Fund Contributions; (3) all other fees authorized under the Franchise Agreement; and (4) any amounts charged by Franchisor or its affiliates in connection with equipment, inventory, supplies, and/or services that Franchisee purchases from Franchisor or its affiliates, as and when such amounts become due and owing to Franchisor and/or its affiliates. Franchisee acknowledges that Royalty Fees, Marketing Fund Contributions, and all other fees may be collected by Franchisor in the manner provided for in the Franchise Agreement. The parties further agree that all capitalized terms not specifically defined herein will be given the same definition as set forth in the Franchise Agreement.

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

Agreed to by:

FRANCHISEE:

_____

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

PLEASE ATTACH A VOIDED BLANK CHECK FOR PURPOSES OF SETTING UP BANK AND TRANSIT NUMBERS

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
Florida	Pending
Indiana	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Better Blend Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Better Blend Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller:

Name	Principal Business Address	Telephone No.
Isaac Hamlin	345 W. 4th Street, Cincinnati, OH 45202	859-777-2565
Mark Bailey	21550 Oxnard Street, Suite 1000, Woodland Hills, CA 91367	818-999-3924
Vince Blumetti	3372 Peachtree Rd. NE Suite 115, Atlanta, GA 30326	770-458-7301
Sarah Conroy	3372 Peachtree Rd. NE Suite 115, Atlanta, GA 30326	800-837-1388
Larry Schwartz	3372 Peachtree Rd. NE Suite 115, Atlanta, GA 30326	818-251-1338

Issuance Date: July 15, 2025

I received a disclosure document dated July 15, 2025 that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Franchise Agreement (with Attachments: Ownership Information, Location Acceptance Letter, Guaranty and Non-Compete Agreement, and Conditional Assignment of Brand Accounts)
C. Multi-Unit Development Agreement
D. Rider to Lease Agreement
E. Form of General Release
F. Financial Statements
G. Brand Standards Manual Table of Contents
H. Current and Former Franchisees
I. State Addenda to Disclosure Document
J. State Addenda to Agreements
K. EFT Authorization Form

Signature: _____
Print Name: _____
Date Received: _____

Keep This Copy For Your Records

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Return This Copy To Us