FRANCHISE DISCLOSURE DOCUMENT

CORPORATE CATERERS FRANCHISOR, LLC
13335 SW 124th Street, Suite 201
Miami, FL 33186
(877) 523-1230
www.corcat.com
www.corpcaterers.com

The franchisee will operate one or more franchised businesses offering freshly prepared food items for catering breakfast and lunch to businesses within the franchisee's Assigned Area. The total investment necessary to begin operation of a Corporate Caterers franchise is $149,000 to $227,800. This includes $49,500 that must be paid to the Franchisor or its affiliates.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jim Gass or our acting Franchise Director at 13335 SW 124th Street, Suite 201, Miami, Florida 33186, (877) 523-1230.

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, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April ~~9~~16, ~~2019~~2020

~~STATE COVER PAGE~~

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.
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 B 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 CORPORATE CATERERS 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 CORPORATE CATERERS franchisee?	Item 20 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 ~~a franchisor~~franchisors to register ~~or file with a state franchise administrator~~ before offering or selling franchises in ~~your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT~~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.

~~Call the state franchise administrator listed in Exhibit A for information about the franchisor, or about franchising in your state.~~

~~MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.~~

~~Please consider~~

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 FACTORS before you buy this franchise~~risk(s) be highlighted:

1. ~~THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO MEDIATE, ARBITRATE AND LITIGATE ONLY IN FLORIDA. OUT OF STATE MEDIATION, ARBITRATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO MEDIATE, ARBITRATE OR LITIGATE WITH THE FRANCHISOR IN FLORIDA THAN IN YOUR HOME STATE.~~

~~2. THE FRANCHISE AGREEMENT STATES THAT THE LAW OF FLORIDA GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. LOCAL LAW MAY SUPERSEDE CERTAIN FRANCHISE AGREEMENT PROVISIONS. YOU MAY WANT TO COMPARE THESE LAWS.~~

~~3. YOU MUST MAKE MINIMUM ROYALTY PAYMENTS, REGARDLESS OF YOUR SALES LEVELS. YOUR INABILITY TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.~~

~~4. YOU MUST MAINTAIN MINIMUM PERFORMANCE SALES PERFORMANCE LEVELS. YOUR INABILITY TO MAINTAIN THESE LEVELS MAY RESULT IN TERMINATION OF YOUR FRANCHISE, AND LOSS OF YOUR INVESTMENT.~~

~~5. ONE OF THE PRIMARY TRADEMARKS THAT YOU WILL USE IN YOUR BUSINESS IS NOT FEDERALLY REGISTERED. IF THE FRANCHISOR'S RIGHT TO USE THIS TRADEMARK IN YOUR AREA IS CHALLENGED, YOU MAY HAVE TO IDENTIFY YOUR BUSINESS AND ITS PRODUCTS OR SERVICES WITH A NAME THAT DIFFERS FROM THAT USED BY OTHER FRANCHISEES OR THE FRANCHISOR. THIS CHANGE CAN BE EXPENSIVE AND MAY REDUCE BRAND RECOGNITION OF THE PRODUCTS OR SERVICES YOU OFFER.~~

~~6. THE FRANCHISOR IS AT AN EARLY STAGE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY. THIS FRANCHISE IS LIKELY TO BE A RISKIER INVESTMENT THAN A FRANCHISE IN A SYSTEM WITH A LONGER OPERATING HISTORY.~~

~~7. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.~~

~~We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.~~

~~State Effective Dates on following page.~~

~~STATE EFFECTIVE DATES~~

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

~~This Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:~~

~~California~~	~~August 29, 2019~~
~~Illinois~~	~~SEE SEPARATE FDD~~
~~Indiana~~	~~SEE SEPARATE FDD~~
~~Maryland~~	~~SEE SEPARATE FDD~~
~~Michigan~~	~~SEE SEPARATE FDD~~
~~Minnesota~~	~~SEE SEPARATE FDD~~
~~New York~~	~~SEE SEPARATE FDD~~
~~Virginia~~	~~SEE SEPARATE FDD~~
~~Wisconsin~~	~~SEE SEPARATE FDD~~

~~In all the other states, the effective date of this Franchise Disclosure Document is the issuance date of April 9, 2019.~~**Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.

2. **Sales Performance Required**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

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

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

**NOTICE REQUIRED
BY
STATE OF MICHIGAN**

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

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

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a Franchise Agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

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

(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 subfranchisor.

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

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

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

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

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

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

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EXHIBITS

ITEM 11
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, "we," "us" and "our" means Corporate Caterers Franchisor, LLC, the franchisor. "You" or "your" means the person or entity that buys the Franchise and, if such person is a business entity, it also includes the owners.

The Franchisor

We are a Florida limited liability company organized on August 4, 2017. On September 21, 2017, our parent company Corporate Caterers, LLC, acquired Corporate Caterers, Inc. and its subsidiaries, including Corporate Caterers Franchise, LLC, through an asset purchase As a result of the acquisition, the existing Corporate Caterers franchise agreements were assigned to us, and in November 2017 we began to offer and sell Corporate Caterers franchises for the development and operation of catering businesses, typically located in previously occupied restaurant spaces specializing in freshly prepared food featuring breakfast and lunch items for business and commercial catering, with a distinctive operations and marketing plan, under the service mark "Corporate Caterers" (the "Franchised Business").

Our principal place of business is 13335 SW 124th Street, Suite 201, Miami, FL 33186. We are not engaged in any other business and do not do business under any other name. We do not currently operate any franchised businesses of the kind described in this Disclosure Document.

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

Our Predecessors and Affiliates

Our parent is Corporate Caterers, LLC, a Delaware limited liability company organized on June 30, 2017 ("Parent"). Its principal place of business is 13335 SW 124th Street, Suite 201, Miami, FL 33186. Our Parent is not engaged in any other business and does not do business under any other name, and it does not currently operate any franchised businesses of the kind described in this Disclosure Document or offer franchises in any line of business. As noted above, we acquired the existing Corporate Caterer franchise agreements from Corporate Caterers Franchise, LLC ("Our Predecessor"), as part of the September 2017 acquisition. Our Predecessor offered franchises from March 2007 to September 2017 and did not operate any other business during that time. It no longer operates any business and it has no principal place of business address.

We have two affiliates (Corporate Caterers Miami, LLC, and Corporate Caterers Boca Raton, LLC) who operate similar businesses of the type you will operate in Miami and Boca Raton, Florida, but neither affiliate (i) sells or has sold franchises in this business or any other business or (ii) will provide products or services to you. Each affiliate was formed on August 4, 2017~~,~~ and maintains its principal business address at 13335 SW 124th Street, Suite 201, Miami, FL 33186.

The Franchise Offered

The Franchised Business utilizes the latest in food preparation techniques and proprietary management concepts and recipes. Food is delivered to business and commercial office locations. We are offering to certain qualified individuals the opportunity to develop and operate a Corporate Caterers Franchised Business according to a distinctive system (the "System") that includes rights to use the Corporate Caterers logo and the various trade names, trademarks and service marks as well as our interior design, color schemes, confidential recipes, procedures, and specifications for preparing food products and for operations, inventory, delivery and management control methods, initial and ongoing training, advertising services and assistance. No alcohol will be furnished as part of the Franchised Business. We offer the Franchised Business through a single franchise agreement (the "Franchise Agreement") that allows you to establish 1 Franchised Business in a specified area (the "Assigned Area"). The Franchise Agreement that you will be required to sign for your Franchised Business is attached as Exhibit D.

Our food offerings and products are marketed to all businesses and commercial office clientele and companies within a given territory. A Business Development Agreement attached as Exhibit H outlines your initial marketing obligations for your Franchised Business. Preferred sites for the location of your Franchised Business include in-line spaces within shopping centers or freestanding existing structures (conversion) located in heavily populated urban (business) areas. Sites on or near major thoroughfares also are preferred locations.

Industry Specific Regulations

The market for our style of business catering services is well established and highly competitive. There are many single locations, independent catering services, and numerous regional and national restaurant systems currently offering business catering that may feature menu items similar to those we offer. Additionally, you will compete with the full range of other types of food service operations, many of which may be located close to your Franchised Business. There also exists active competition among restaurant/food services for the employment of management and operations personnel.

You must comply with all local, state and federal laws that apply to your ownership and operation of your Franchised Business, including health, sanitation, EEOC, OSHA, discrimination, employment, and sexual harassment laws. ~~The~~Since early 2020 and in connection with the COVID-19 pandemic, those laws have included "stay-at-home" or "shelter-in-home" orders in many states and localities. In addition, the U.S. Food and Drug Administration, the U.S. Department of Agriculture and state and local health departments administer and enforce laws and regulations that govern food preparation and service and restaurant sanitary conditions. State and local agencies inspect restaurants to ensure that they comply with these laws and regulations. There may be other laws applicable to your business and we urge you to make additional inquiries and contact your attorney about these laws.

ITEM 22
BUSINESS EXPERIENCE

President, Chief Executive Officer and Manager: Greg Halton. Mr. Halton has served as our President, Chief Executive Officer and Manager since September 2017. He also serves in the same roles with our Parent. From November 2004 to August 2015, he was the President and Chief Executive Officer of Event Rental Group, L.P. in Toronto, Ontario. From September 2015 to August 2017 Mr. Halton was based in Toronto, Ontario, as a private investor and an Executive Partner with Salt Creek Capital.

Founder: Jim Gass. Mr. Gass is one of the co-founders of Corporate Caterers. From January 2006 to September 2017 he served as President and Director of Corporate Caterers Franchise, LLC. Mr. Gass also is the co-founder of Corporate Caterers, Inc. and served as its President from September 1997 to September 2017.

VP of Franchise Sales and Development: Lawrence Powell. Mr. Powell has been or VP of Franchise Sales and Development since September 2017. From April 2017 to September 2017 he was the Franchise Liaison and Franchise Sales Director for Corporate Caterers Franchise, LLC. He was the owner of CC Orlando, LLC, our franchisee based in Orlando, Florida, from August 2007 to April 2017.

VP of Administration: Elda McGinley. Ms. McGinley has served as our VP of Administration since September 2017. From January 2006 to September 2017 she served as an Administrator and Director of Corporate Caterers Franchise, LLC and Corporate Caterers, Inc.

ITEM 33
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 44
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 55
INITIAL FEES

Franchise Fee

You must pay us an initial franchise fee in a lump sum when you sign the Franchise Agreement. Our standard initial franchise fee is $49,500.

Refund Policy

The initial franchise fee is fully earned when paid and is not refundable under any circumstances, except as provided below.

Within 90 days after signing the Franchise Agreement, you must acquire by purchase or lease, at your expense, an approved site for your Franchised Business unless we consent in writing to a longer period of time. We will refund up to 75% of the initial franchise fee if you do not obtain an approved site for your Franchised Business within the 90-day period and we and you release each other from your Franchise Agreement except we will not release you from your Confidentiality and Non-Compete Agreement (see Attachment D to the Franchise Agreement), subject to any state law prohibiting releases except as may be permitted by state law. We will refund this amount within 30 days after the effective date of termination. Any refund will occur solely as a result of your failure to acquire an approved site for the Franchised Business in accordance with Subsection 7 of the Franchise Agreement and will not occur as a result of any other failure to act or action taken by you or for any other reason.

We also will refund up to 50% of the initial franchise fee if you do not satisfactorily complete our training program and we and you release each other from your Franchise Agreement except we will not release you from your Confidentiality and Non-Disclosure Agreement (see Attachment D to the Franchise Agreement), subject to any state law prohibiting releases except as may be permitted by state law. We are not obligated to return any fees if we terminate the Franchise Agreement pursuant to any other term of the Franchise Agreement or by you for any reason other than those reasons expressly set forth in Subsection 7.C or Subsection 9.A of the Franchise Agreement.

ITEM 66
OTHER FEES

The following is a detailed description of other recurring or isolated fees or payments that you must pay to us or that we impose or collect for a third party.

TYPE OF FEE (1)	AMOUNT	DUE DATE	REMARKS
Royalty (2)	5% of Gross Sales (3)	Payable weekly on Wednesday for the previous week	Paid to us by electronic funds transfer ("EFT") from your business bank account. As described under Item 12, you will be required to pay a shortfall royalty if you fail to maintain minimum Gross Sales of $450,000 after the third calendar year and every calendar year thereafter under the term of the Franchise Agreement. The shortfall royalty will be determined by taking 5% times the difference between your Gross Sales for the year and $450,000. For example, if your Gross Sales for a year after the third calendar year are $400,000, the shortfall royalty will be $2,500 (5% of $50,000 ($450,000 - $400,000).
System-Wide Marketing Fee (4)	2% of Gross Sales	Payable weekly on Wednesday for the previous week	See Item 11
Local Advertising (5)	1% of Gross Sales	Periodically	
Advertising Co-op Contributions	As determined by each Advertising Co-op	Periodically	Any amount you are required to contribute will be credited against the sums you are required to spend on local advertising. Each Corporate Caterers (whether a franchised business or corporate affiliate owned) will have one vote per business. We will not have controlling voting power in any co-op other than the co-op that would include our affiliate locations in Miami and Boca Raton. There is no minimum or maximum fee that may be imposed, as any local co-op will make that decision.
Insurance Reimbursement (6)	Premiums vary depending on location.	Usually upon notice from us if you have failed to pay premiums	We have the right to obtain insurance and charge you with the cost of the premium if you fail to purchase insurance
Training	No cost for training 2 people; $5,000 for each additional person	1 week before beginning training	We train 1 manager and 1 asst. manager/lead cook at no charge
Commercial Cooking Training (7)	No cost for training at our headquarters; $5,000 if at your location	1 week before beginning training	

TYPE OF FEE (1)	AMOUNT	DUE DATE	REMARKS
Audit	Cost of audit plus 18% interest	30 days after billing	Payable only if audit shows understatement of at least 2% of Gross Sales for any month
Site Evaluation Costs	All of our reasonable costs and expenses, but not more than $1000 per evaluation after free evaluations are performed	30 days after billing	We provide site evaluations as follows: within Florida 3 free evaluations; within 1,000 mile radius of Miami but outside of Florida, 2 free evaluations; outside 1,000 mile radius of Miami but outside of Florida, 1 free evaluation
Transfer	$10,000 from Transferee	5 days before confirmation of transfer	Payable when business is sold/franchise transferred. No charge for franchise transferred to a corporation which you control
Renewal	25% of our then-current initial franchise fee	Upon signing new Franchise Agreement	
Management	4% of Gross Sales	Payable weekly on Wednesday for the previous week	Only payable if we elect to operate your Franchised Business after your death or disability
Private or Public Offering	$5,000	Upon delivery of your proposed documents to us	For review of your public or private offering documents
Interest (8)	18% or maximum rate, whichever is less	Immediately applied to any late payments	
Legal	Actual legal fees and expenses	As incurred by us to enforce your obligations	Incurred only if legally determined that you have breached Franchise Agreement
Internet Franchisee Page/Link	Not more than $400 per year (Approximately $30 per month)	When initiated by us in future	
Intranet Maintenance Fee	Not more than $500 per year (Approximately $40 per month)	When initiated by us in future	
Product/Supplier Evaluation Fee	$500 to $1,000	30 days after billing	See Item 8
Procor Software Fee	$425 per month or $5,100 per year	30 days after billing	See Item 11
Marketing Automation Fee	$150-$300 per month	30 days after billing	
Infringement Fee	15% of the Gross Sales of any business done in another franchisee's assigned area	30 days after billing	Fee may increase in the future

Notes:

(1) You pay all fees to us unless otherwise noted. All fees are uniformly imposed and non-refundable unless otherwise noted. On occasion, we may consider reducing the royalty fee or other fees on a temporary basis to fit a particular concern or circumstance, taking into account a variety of factors relevant for the situation.

(2) You are required to pay to us a royalty fee in an amount equal to 5% of Gross Sales for each calendar week period (the "Sales Period"). You must submit with your payment a statement certifying

Gross Sales for the Sales Period. All royalties and fees will be paid to us by electronic funds transfer ("EFTs") from your business bank account. A copy of the EFT form is attached to the Franchise Agreement as Attachment E.

(3) "Gross Sales" include all revenue from the sale of food, beverages, services and products from catering, delivery and otherwise, including the sale of food and beverages, and the sale of merchandise (for example, packaged food products, etc.) and all other income of whatever nature or kind relating to your Franchised Business, whether for cash or credit and regardless of collection in the case of credit; provided, Gross Sales will not include any sales tax or other taxes collected from customers by you and paid to the appropriate taxing authority, employee meals and the discount for food purchased with promotional coupons we approve. We may permit in writing certain other items to be excluded from Gross Sales, which permission may be revoked or withdrawn by us at any time.

(4) The System-Wide Marketing Fee will be paid to us for deposit in a Marketing Fund. We will use the System-wide Marketing Fund we maintain for advertising the System on a local, regional or national basis (the "Marketing Fund"). We reserve the right to increase the System-Wide Marketing Fee to 3% at any time upon 60 days' written notice to you.

(5) This amount is not paid to us, as you will pay all local marketing expenses to the appropriate vendors as you determine how to spend your local marketing dollars.

(6) If you, for any reason, fail to obtain or maintain the insurance required by each Franchise Agreement entered into between the parties, as these requirements may be revised from time to time by us in our Confidential Franchise Operations Manual and other manuals, written materials and software programs we have developed for use in your Franchised Business (the "Manuals") or otherwise in writing, we have the right and authority (but not the obligation) to immediately obtain insurance and to charge you our actual cost, payable by you immediately upon notice. Insurance costs are non-refundable. The costs of this insurance coverage may not be uniform for all franchisees because premiums may vary in accordance with the insurer, the location of your Franchised Business, the insurance requirements of applicable law and other factors. You pay insurance premiums directly to third party insurers.

(7) If your primary cook does not have prior commercial cooking experience, he/she must attend two weeks of Commercial Cooking Training prior to the opening of the Franchised Business. There is no cost for training at our headquarters (except for travel and lodging expenses to be paid by you). Training by our official trainer at your location is $5,000.

(8) Interest is not charged unless payment is at least 7 days late, but if charged, accrues from the date of nonpayment.

Advertising cooperatives have not been established at this time. Once formed, company-owned units will have the same voting power as franchise units.

ITEM 77
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE*	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Franchise Fee (1)	$49,500	Lump Sum	Signing Agreement	Us
Real Estate (2)	Varies	As Agreed	As Incurred	Landlord
Leasehold Improvements (2)	$0 to $10,000	As Agreed	As Incurred	Landlord/Contractors
Lease Deposits (3)	$0 to $10,500	As Agreed	As Incurred	Landlord/Utilities
Equipment Package (4)	$15,000 to $40,000	As Agreed	As Incurred	Vendors
Office/Phone Equipment (5)	$1,000 to $3,000	As Agreed	As Incurred	Vendors
Computer System (Hardware) (6)	$1,500 to $3,000	As Agreed	As Incurred	Vendors
Accounting and Management Software (7)	$9,400 to $12,000	As Agreed	As Incurred	Vendors
Insurance (8)	$1,000 to $2,000	As arranged	As Arranged	Insurance Companies
Inventory (9)	$12,500 to $14,000	As Agreed	As Incurred	Vendors
Training (10)	$2,600 to $3,000	As Incurred	As Incurred	Vendors/Employees
Internet Maintenance	$500	As Incurred	As Incurred	Vendors
Professional Fees (11)	$2,500 to $4,000	As Arranged	As Incurred	Services
Delivery Vehicle (12)	$0 to $1,300	As Agreed	As Incurred	Third Party
Rent	Varies	As Agreed	As Incurred	Landlord
Business Development (13)	$28,500 to $35,000	As Agreed	As Incurred	Third Parties
Additional Funds (3 month initial period) (14)	$25,000 to $40,000	As Incurred	As Incurred	Employees, Third Parties
Total Estimated Initial Investment	$149,000 to $227,800			

*All fees are payable to us and are nonrefundable unless otherwise noted. Neither we nor any affiliate finances any part of the initial investment.

(1) We describe the initial franchise fee in Item 5.

(2) This amount assumes that you will locate your Franchised Business at a "traditional location" (as described below) and does not include costs related to the purchase of land for or construction of the site. If you purchase the land for the site, the initial cost likely would be significantly greater than these estimates. The amounts provided are based on a "traditional location" of approximately 1,700 to 2,500 square feet, in an in-line shopping center space, or a conversion of an existing facility, and assumes limited to no finish-out costs. Your costs may be lower if the landlord assumes the costs of converting and finishing out the space to our prototypical standards and specifications. The finish-out allowance may range from $5 to $10 per square foot. Any contribution by the landlord will likely, however, be factored into a higher lease rental rate. These amounts are our best estimate based upon commercial leasing and remodeling/finish-out rates and conditions in various South Florida metropolitan areas and may vary substantially based upon local commercial leasing and labor rates and conditions and the availability and prices of materials.

(3) This amount includes a lease security deposit equal to 3 months' rent.

(4) These amounts include costs for convection ovens, fryers, grills, storage systems, small wares, catering equipment and supplies. The exact items are specified in the Manual. You will have new catering equipment and supplies to make deliveries and presentations to clients. These figures are our best estimate based on equipment costs and financing conditions in ~~2018~~2019 in several Florida metropolitan areas. Costs may vary substantially depending on geographic location, size of your Franchised Business site, whether you already own some of this equipment, creditworthiness and financing arrangements.

(5) This amount includes costs for desks, chairs, files, phone system, cell phones for employees and supplies to operate your Franchised Business.

(6) The hardware, printers, screens and stations as necessary to operate your Franchised Business and conduct delivery operations, as well as business operations.

(7) Software includes some off-the-shelf programs as well as software that has been modified expressly for us (currently, the Procor software). You will be required to have a maintenance agreement with an approved vendor to service and update your computer hardware and software (current Procor agreement included as Exhibit E to this Franchise Disclosure Document). In addition to the initial Procor software fee, you will pay a monthly software maintenance fee of $425 (with the first six months covered by the initial Procor software fee)

(8) You must have the insurance that we specify for your Business at all times during the term of your Franchise Agreement. Our insurance requirements are included in Item 8. The estimates included in the Item 7 table are for a 3 month period of premiums.

(9) We estimate that the range given will be sufficient to cover food and paper inventory needs for the first 3 months of operations. These amounts may vary according to your sales volume during the indicated period and according to local suppliers' terms.

(10) This estimate reflects the cost per person to attend and complete the initial training. We require that your Operating Principal attend the training and recommend that the manager/head cook also attend training (but not required). These estimated amounts include transportation costs, the cost of lodging and meals, and incidental expenses (per person). These amounts do not include any wages you may be obligated to pay to an employee who attends training, or any salary that may be due to an Operating Principal. Your costs may be greater depending upon your distance from Miami, Florida, the lodging and meals chosen, and your employee wages. This estimate also includes the Commercial Cooking Training expense, as described in Item 6.

(11) This amount is our best estimate of legal and accounting fees associated with the review of this Disclosure Document, formation of a business entity to operate the Franchised Business, negotiation of a business lease, and other organizational costs and expenses associated with the start-up of your Franchised Business. Your actual costs may vary depending on the professionals utilized and organizational structure chosen.

(12) You must use a vehicle in connection with the operation of your Franchised Business. You are not, however, required to purchase a new vehicle. The low estimate assumes that you utilize your existing vehicle in connection with the operation of your Franchised Business and the high estimate assumes you lease a vehicle.

(13) Business Development includes the cost of purchasing collateral support materials and designating (either by hiring, or by assigning within the existing organization) a representative to conduct business development activities on your behalf. You will be required to sign a Business Development Agreement (current Business Development Agreement included as Exhibit H to this Franchise Disclosure Document) that outlines your business development responsibilities and commitments.

(14) The amounts provided will be used by you to cover costs and expenses including debt service, wages, insurance costs, uniforms and other occupancy costs and other operating expenses during the initial 3 months of operations. These amounts may vary depending upon your sales volume, your management skill, how much you follow our methods and procedures, local economic conditions and wage rates, competition and your financing costs. These amounts are merely estimates, and we cannot guarantee that you will not have additional expenses starting your Franchised Business. We have relied on our and our Predecessor's 17 years of experience in the professional catering business to compile these estimates. We cannot assure you that you will experience the same level of costs. You should review these figures carefully with an accountant or business advisor before making any decision to purchase the Franchise.

ITEM 88
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to insure a uniform image and uniform quality of products and services throughout the System, you must maintain and comply with our quality standards. Although you are not required to purchase or lease real estate from us or our affiliates, we must consent to the location of your Franchised Business, as described in Item 11. We also have the right, but not the obligation, to review and to approve or disapprove any lease for the Franchised Business. You must design and equip your Franchised Business in accordance with our then-current approved design, specifications and standards. In addition, it is your responsibility to insure that your building plans comply with the Americans With Disabilities Act and all other federal, state and local laws. You also must use equipment, signage, fixtures, furnishings, products, ingredients, supplies and marketing materials that meet our specifications and standards.

We have developed proprietary recipes, formulations and mixes for food offerings, sauces and seasonings that distinguish our food offerings from other catering services. You are required to purchase these products from a supplier identified on our Approved Suppliers List (defined below). We will provide you with a list of approved manufacturers, suppliers and distributors ("Approved Suppliers List") and approved food offerings, inventory products, fixtures, furniture, equipment, signs, stationery, supplies and other items or services necessary to operate the Franchised Business ("Approved Supplies List"). The Approved Supplies List may specify the specific supplier of a specific product or piece of equipment. For example, you must purchase your food offerings and supplies from Sysco. As further detailed below, from time to time we, an affiliate or a third party vendor or supplier may be the only approved supplier for certain products or services. For example, you must use a computer software program developed by Procor, as described in Item 11. The Approved Suppliers List may include other specific products without reference to a particular supplier, or they may set forth the specifications and/or standards for other approved products.

We may revise the Approved Suppliers List and Approved Supplies List. We give you the approved lists as we deem advisable. Except for instances where we have designated a single source of supply, you must notify us in writing if you want to offer for sale at the Franchised Business any brand of product, or to use in the operation of the Franchised Business any brand of food ingredient or other material, item or supply that is not then approved by us, or to purchase any product from a supplier that is not then designated by us as an approved supplier. If requested by us, you must submit samples and other information as we require for testing or to otherwise determine whether the product, material or supply, or the proposed supplier meets our specifications and quality standards. We generally will notify you of supplier approval or disapproval within 30 days of our receipt of all the information and samples we request.

You must pay all costs of the inspection and evaluation and the actual cost of the test. The supplier also may be required to sign a supplier agreement. We may re-inspect the facilities and products of any supplier of an approved supplier or item and revoke our approval of any supplier or item that fails to continue to meet any of our criteria. We will send written notice of any revocation of an approved supplier or item.

We apply the following general criteria in approving a proposed supplier: 1) ability to provide services or to make product in conformity with our unique and technical specifications; 2) production and delivery capability; 3) reputation and integrity of supplier; 4) financial condition and insurance coverage of the supplier; and 5) ability to provide the product and/or service to our franchised and affiliate-owned catering businesses.

As of the date of this Disclosure Document neither we nor our Parent or affiliates are the approved supplier for any products or services.

None of our officers own an interest in any of our suppliers.

You must carry insurance policies protecting you and us. The insurance policy or policies shall be written in accordance with the standards and specifications (including minimum coverage amounts) set forth in writing by us from time to time, and, at a minimum, shall include the following (except as different coverages and policy limits may be specified for all franchisees from time to time in writing):

(i) bodily injury and property damage insurance, with a minimum combined single limit of $1,000,000 and $2,000,000 annual aggregate, and all risk replacement cost insurance covering contents, interior and exterior;

(ii) products liability insurance with a minimum aggregate coverage of $1,000,000;

(iii) an umbrella policy providing coverage with limits of not less than $1,000,000;

(iv) medical payment, crime (inside/outside) and employee dishonesty insurance with minimum per occurrence coverage of $5,000, $5,000 and $15,000, respectively;

(v) workers' compensation insurance in amounts provided by applicable law or, if permissible under applicable law, any legally appropriate alternative providing substantially similar compensation for insured workers satisfactory to us, provided that you (a) maintain an excess indemnity or "umbrella" policy covering employer's liability and/or a medical disability policy covering medical expenses for on the job accidents, which policy or policies must contain such coverage amounts as you and us mutually agree upon and (b) conduct and maintain a risk management and safety program for your employees as you and us mutually agree is appropriate. The policies must also include a waiver of subrogation in favor of us and our directors, officers, shareholders, partners, employees, servants, representatives and agents;

(vi) any person who operate or drives an automobile in connection with the operation of the Franchised Business must sign the Manual, or other written documentation as we may designate, agreeing to: (a) provide us with proof of full automobile liability insurance coverage upon our request; (b) provide us with a copy of their most recent valid driver's license upon our request; and (c) notify their insurance company that they will be using their automobile to perform delivery services;

(vii) any insurance required by statute or rule of the state or locality in which your Franchised Business will be operated;

(viii) Corporate Caterers Franchisor, LLC and our affiliates (collectively "Corporate Caterers Entities") must be named as additional insureds on all liability policies required by this subparagraph; and

(ix) severability of interests or separation of insureds provisions must be included in the liability policies and all policies must be primary and non-contributing with any insurance policy carried by the Corporate Caterers Entities.

We may from time to time modify the required minimum limits (including an increase to the umbrella policy referenced in (iii) above) and require additional insurance coverages by providing written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the System, standards of liability and higher damage awards. Although we do not do so as of the date of this Disclosure Document, we reserve the right to designate a single source from which you must purchase or renew insurance.

You may, in accordance with any "safe harbors" provided in the Manuals or otherwise with our prior written consent, elect to have reasonable deductibles in connection with the coverage required under subsections (i) and (vii) above. In connection with any construction, renovation, refurbishment or remodeling of your Franchised Business, you or our approved contractor must maintain "Builder's All Risk" insurance and performance and completion bonds in forms and amounts, and written by a carrier or carriers, reasonably satisfactory to us.

Your obligation to obtain and maintain the policies in the amounts we specify will not be limited in any way by any insurance that we maintain, nor will your performance of these insurance obligations relieve you of liability under the indemnity provisions set forth in the Franchise Agreement.

You must deliver to us within 30 days after signing the Franchise Agreement and at least 60 days before the expiration of any policy or at our request a proper certificate evidencing the existence of such insurance coverage and your compliance with the provisions of this subparagraph. The insurance certificate must show our status as an additional insured (as noted in (viii) above) and provide that we will be given 30 days' prior written notice of material change in or termination or cancellation of the policy. If you do not procure and maintain the required insurance coverage (including any modifications referenced in the preceding sentence), we have the right, but not the obligation, to procure insurance coverage and to charge the costs to you, together with a reasonable fee for the expenses we incur in doing so. You must pay these amounts to us immediately upon written notice.

Although we require certain insurance coverage and have recommended other coverages, we do not guarantee that the required or recommended insurance will be adequate to fully protect your assets. You should therefore consult with an insurance professional to determine what coverage, in addition to the minimum required coverage, may be needed for you and your Franchised Business.

You must purchase or lease the products, equipment, fixtures and supplies from the suppliers we designate. Currently, you are not required to purchase or lease any products, equipment, fixtures or supplies from us or our affiliates, but we reserve the right to require you to do so in the future. You must pay the then-current price for the Approved Supplies. In some instances, the cost of the Approved Supplies may be higher than the cost of other similar supplies and products on the market.

We and our affiliates reserve the right to receive payments, rebates or other consideration from suppliers in connection with your purchase of goods, products and services as described in this Item 8, as well as in connection with any future purchase of any goods, products or services. Most of these payments are calculated on the amount of products sold to you and to our affiliate-owned catering businesses. We also will derive revenue from items we sell directly to you by charging you more than our cost. We will retain and use such payments as we deem appropriate or as required by the vendor or by manufacturers. A contracted pricing program through Sysco Food Systems has been in place in which Corporate Caterers Franchisor, LLC receives a 0 to 1% rebate from purchases through that supplier. As of the date of this Disclosure Document and for our fiscal year ending December 31, ~~2018~~2019, we have derived revenue in the amount of 1% from franchisee purchases with Sysco Food Systems**.**

While we have not done so as of the date of this Disclosure Document, we may negotiate prices for numerous products for the benefit of the System but not on behalf of individual franchisees. There currently are no purchasing or distribution cooperatives. We may receive volume discounts for the System. We do not provide material benefits to you because of your use of approved suppliers.

We estimate that your purchases from approved suppliers will represent approximately 60% to 90% of your total purchases and leases in establishing your Franchised Business and in continuing its operation, and that your purchases in accordance with our specifications where we have not appointed approved suppliers will represent approximately 10% to 40% of your total purchases and leases in establishing your Franchised Business and continuing its operation.

ITEM 99
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement ("FA") and Business Development Agreement ("BDA"). It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

OBLIGATIONS	Section in ~~Franchise~~ Agreement ~~("FA")~~(s)	Disclosure Document Item
a. Site selection and acquisitions/lease	FA: § 7	Items 7, 8, 11 and 12.
b. Pre-opening purchases/leases	FA: § 8.G	Items 5, 7, 8 and 11.
c. Site development and other pre-opening requirements	FA: § 7	Items 7, 8 and 11.
d. Initial and on-going training	FA: §§ 8.A.8-8.B and 9	Items 6, 7 and 11.
e. Opening	FA: §§ 7.G and 7.H	Item 11.
f. Fees	FA: §§ 4 and 5	Items 5, 6 and 7.
g. Compliance with standards and policies/operating manual	FA: § 8	Items 8 and 11.
h. Trademarks and proprietary information	FA: § 10	Items 13 and 14.
i. Restrictions on products/services offered	FA: §§ 8.G and 8.H	Items 8, 11, 12 and 16.
j. Warranty and customer service requirements	FA: § 8	Item 16.
k. Territorial development and sales quotas	FA: Not Applicable	Not Applicable
l. On-going product/services purchases	FA: §§ 8.G and 8.H BDA: §§ 1 and 2	Items 6 and 8.
m. Maintenance, appearance and remodeling requirements	FA: § 7	Items 8, 11, 16 and 17.
n. Insurance	FA: § 14	Items 7 and 8.
o. Advertising	FA: § 5	Items 6, 7, 8 and 11.

OBLIGATIONS	Section in ~~Franchise~~ Agreement ~~("FA")~~(s)	Disclosure Document Item
	BDA: §§ 1 and 2	
p. Indemnification	FA: § 20	Item 6.
q. Owner's participation/management/staffing	FA: § 8	Items 11 and 15.
r. Records and reports	FA: § 13	Item 6.
s. Inspection and audit	FA: §§ 8 and 13	Items 6 and 11.
t. Transfer	FA: § 15	Item 17.
u. Renewal	FA: § 2	Item 17.
v. Post-termination obligations	FA: § 17	Item 17.
w. Non-competition covenants	FA: § 18	Items 15 and 17.
x. Dispute resolution	FA: § 26	Item 17.
y. Other	Not Applicable	Not Applicable

ITEM 1010
FINANCING

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

ITEM 1111
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

Pre-Opening Assistance

Before you open your Franchised Business, we will:

1. Designate your Assigned Area. (Franchise Agreement, Section 1.C.)

2. Provide you with site selection criteria and assistance. (Franchise Agreement, Section 3.A.)

3. Loan you general building and design plans and specifications for your Franchised Business. (Franchise Agreement, Section 3.B.)

4. Provide you with assistance and advice concerning the Equipment Package and other equipment and opening inventory selection and purchasing in connection with the opening of the Franchised Business. (Franchise Agreement, Section 3.D.)

5. Provide an initial training program as described below. (Franchise Agreement, Sections 3.C, 3.E and 9.)

6. Loan you a copy of our Manuals that detail the specifications and procedures incidental to the operation of your Franchised Business. (Franchise Agreement, Section 3.H.) The Table of Contents of the current Operations Manual, as of December 31, ~~2018~~2019, is attached as Exhibit C.

7. Provide you with a list of Approved Suppliers and Approved Supplies (which will include written specifications for certain items of equipment, signs, fixtures, opening inventory and supplies in

some instances and approved suppliers in other instances. We do not deliver or install any items. (Franchise Agreement, Section 3.L.)

Operating Assistance

During the operation of your Franchised Business, we will:

1. Provide additional training programs as we determine necessary. (Franchise Agreement, Section 9.B.)

2. Provide from time to time advice and written materials concerning techniques of managing and operating your business, including new developments and improvements in restaurant equipment, food products, preparation, packaging and marketing. (Franchise Agreement, Section 3.K.)

3. Loan you, upon your request, subject to our approval and at the cost we make these materials available to other franchisees operating under the System, copies of any training and instructional materials we develop from time to time in any format, electronic, printed, etc, as we deem appropriate. (Franchise Agreement, Section 3.I.)

4. Conduct, from time to time, meetings, seminars, and other related activities regarding the operation of the Franchised Business which you may attend if you are in compliance with your obligations under the Franchise Agreement. Except as we approve, any costs incurred by you or your employees in attending these events are your responsibility. (See Item 6.) (Franchise Agreement, Section 3.J.)

5. Provide ongoing operational assistance from time to time including, by way of example only, software training and support. Except as we approve, any costs incurred by you or us to provide this assistance are your responsibility. (Franchise Agreement, Section 3 K.)

6. Inspect the Franchised Business and evaluate the Franchised Business's products and services at such time as we may deem advisable to maintain the high standards of quality, appearance and service of the System. (Franchise Agreement, Section 3.A.2.)

7. Maintain the System-Wide Marketing Fund. (Franchise Agreement, Section 3.G.)

8. Although you have the right to establish prices for the menu items (products and services) you offer from your Franchised Business, we have the right to suggest prices to you and also reserve the right to establish minimum and maximum prices for the menu items. (Franchise Agreement, Section 5.H).

Marketing

As of the date of this Disclosure Document, you pay a System-Wide Marketing Fee of 2% of your Gross Sales to a marketing and development fund (the "Fund"). We may increase the amount of the System-Wide Marketing Fee upon 60 days' written notice to you, although the System-Wide Marketing Fee will not exceed 3% during the initial term of your Franchise Agreement.

We or our designee own and administer the Fund. The Fund is not a trust or escrow account, and we do not have any fiduciary obligations with respect to the Fund. We may use the Fund for various purposes, including, but not limited to: media advertising campaigns, direct mail and outdoor billboard advertising, public relations activities, employing advertising agencies, cost of our personnel and other departmental costs for advertising that is internally administered or prepared by us, costs of providing other advertising materials to other franchised businesses, and costs of maintaining a national "1-800" customer and/or franchisee service telephone number.

We determine the use of the monies in the Fund. We are not required to spend any particular amount on marketing, advertising or promotion in the area in which your Franchised Business is located. Excess Marketing Fund contributions not spent in any fiscal year will be carried over for future use.

We oversee the advertising program and use the Fund to conduct national, regional or local advertising. We will contribute to the Fund amounts equal to your required percentage for each similarly situated company-owned and affiliate-owned business. Outside suppliers also may contribute to the Fund. We will prepare an annual unaudited accounting of the Fund and will provide a copy to you upon your written request. We may use outside national, regional or local agencies to prepare our marketing materials. We may be reimbursed for administrative costs and overhead incurred in administering the Fund. We may use any of the marketing funds for the solicitation of franchise sales.

During the last fiscal year ending December 31, ~~2018~~2019, 100% of the Marketing Fees were spent for media placement.

In addition to the Marketing Fee, you also must spend at least 1% of your Gross Sales on local marketing and promotion. Upon request, you will furnish us with evidence of local advertising expenditures.

All advertising and promotion by you in any medium are required to be conducted in a dignified manner and are required to conform to our standards and requirements as set forth in the Manual or otherwise. You are required to obtain our approval of all advertising and promotional plans and materials before use if the plans and materials have not been prepared by us or previously approved by us during the 6 months before their proposed use. You are required to submit unapproved plans and materials to us. We have 15 days from the date of receipt of these materials to approve or disapprove the plans and materials. You may not use unapproved plans or materials until we have approved them, and are required to promptly discontinue use of any advertising or promotional plans or materials, regardless of whether previously approved, upon notice from us. (Franchise Agreement, Section 5.F.)

You may only advertise in media located in your Assigned Area or that includes your Assigned Area but extends beyond your Assigned Area. However, you cannot do business in another franchisee's area unless you pay that franchisee an infringement fee of 15% of the Gross Sales from that customer. If the outside area is a Greenfield (an area in which there is no other Corporate Caterers franchisee) you may service any customer you obtain but must either transfer the account or pay the infringement fee if the area later becomes part of another Corporate Caterer's franchisee's Assigned Area. We will resolve any disputes between franchisees in this regard and our decision is final. (Franchise Agreement, Section 5.G.)

We have the right to establish and maintain local marketing cooperatives, based on designated marketing areas. If a local or regional marketing cooperative is formed or organized in your market, you will be required to participate and contribute. The contribution amount designated by the cooperative must be on a percentage of Gross Sales and per Franchised Business location. Each Corporate Caterers owned business located within a marketing cooperative, including Corporate Caterers businesses owned by us or our affiliates, will be a member of the cooperative and have one vote per business. Each marketing cooperative will be required to adopt governing bylaws that meet our approval and that we may require the cooperative to amend from time to time. We will provide each marketing cooperative with a sample form of bylaws that the cooperative must use and we must approve, containing certain terms and conditions that we require, although the bylaws cannot modify the voting structure set forth in this paragraph. The marketing cooperatives must submit to us their meeting minutes upon our request. You must obtain our written approval of all promotional and marketing materials, creative execution and media schedules prior to their implementation. The members of each cooperative and their elected officers will be responsible for the administration of the marketing cooperative. We reserve the right to administer the cooperatives' funds and require payment from its members via electronic funds transfer. Each marketing cooperative will be required to prepare annual financial statements, which will be available to us and to all franchisee members of the cooperative. We have the right to require marketing cooperatives to be formed, changed, dissolved or merged. As of the date of this Disclosure Document we do not have an advertising council but may form one in the future.

Site Selection

You will select the site for your Franchised Business (the "Authorized Location") within 90 days after signing the Franchise Agreement. We do not generally own the premises for your Authorized Location and lease it to you. Your Authorized Location must satisfy our site selection guidelines we provide to you. Our guidelines for site selection require an evaluation of the demographics of the market area for the Authorized Location (including the population and business statistics), size and other physical attributes of the proposed Authorized Location, proximity to business and commercial office centers and other businesses that may utilize your catering services. We do not provide assistance to you, as it is your responsibility to conform the premises to local ordinances and building codes, obtaining permits, and constructing, remodeling or decorating the premises. You must submit to us, in the form we specify, a description of the site, including evidence satisfactory to us demonstrating that the site satisfies our site selection guidelines, together with other information and materials that we may require, including a letter of intent or other evidence that confirms your favorable prospects for obtaining the site. We have 15 days after receipt of this information and materials from you to approve or disapprove the proposed site as the Authorized Location. If you fail to acquire an approved site within 90 days of signing the Franchise Agreement, we will refund up to 75% of the initial franchise fee if you do not obtain an approved site for your Franchised Business within the 90-day period and we and you release each other from your Franchise Agreement except we will not release you from your Confidentiality and Non-Compete Agreement (see Attachment D to the Franchise Agreement). You must obtain our approval of any lease for the Authorized Location before signing a lease for the location. (Franchise Agreement, Section 3.A.)

We also will provide on-site evaluation of the proposed site if we deem this to be necessary or in response to your request for site assistance. We will not provide on-site evaluation for any proposed site before the receipt of the materials required to be submitted to us as described above. We will provide site evaluations for your proposed Authorized Location as follows: (i) within Florida, up to 3 evaluations at no additional charge; (ii) within a 1,000-mile radius of Miami, Florida but outside Florida, 2 evaluations at no additional charge; and (iii) beyond a 1,000-mile radius of Miami, Florida but outside of Florida, 1 evaluation at no additional charge. Thereafter, if we deem site evaluation necessary on its own initiative or at your reasonable request, you must pay a reasonable fee for each additional on-site evaluation and must reimburse us for all reasonable expenses in connection with on-site evaluation, including the cost of travel, lodging, meals, and wages, but not to exceed $1,000 per evaluation. (Franchise Agreement, Section 3.A.2.)

Opening the Franchised Business

We estimate that the time from signing the Franchise Agreement to beginning operations of the Franchised Business will be approximately 6 to 9 months. The actual time required may vary depending upon the time necessary to obtain an approved site, financing, construction or remodeling as it may be affected by weather conditions, shortages, delivery schedules and other similar factors, preparation of the interior and exterior of the Authorized Location, including purchasing and installing fixtures, equipment and complete preparation for the operation of the Franchised Business, including purchasing inventory and supplies. You are obligated to open the Franchised Business and begin business within 9 months after signing the Franchise Agreement. (Franchise Agreement, Section 7.H.)

Training

Our initial training program consists of approximately 2 weeks of training which will be held at our corporate training facilities and 2 weeks of training at your designated location or another location we designate. We hold the training program two to three times annually, depending on the number of people who are scheduled to attend training. Not later than 7 days before the opening of your Franchised Business, your Operating Principal (see Item 15) and another manager/cook must complete our initial training program as follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Operations and Management	10	10-15	Miami, Florida
Food Preparation and Service	10	20-30	Miami, Florida
Food Delivery, Logistics	5	5-10	Miami, Florida
Purchasing, Organizational Systems	5	5-10	Miami, Florida
Cost Controls	5	0-5	Miami, Florida
Accounting and Financial	5-10	0-5	Miami, Florida
Marketing and Advertising	5-10	0-5	Miami, Florida

TRAINING PROGRAM (PART 2)

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Operations and Management	0	10-20	Your kitchen location
Food Preparation and Service	0	30-40	Your kitchen location
Food Delivery, Logistics	0	10-30	Your kitchen location
Purchasing	0	5-10	Your kitchen location
Accounting and Financial	0	5-10	Your kitchen location
Marketing and Advertising	0	5-10	Your kitchen location

Jim Gass (Co-founder) oversees the initial training program. Jim Gass served as President and Director of our Predecessor from January 2006 to September 2017. Mr. Gass also is the co-founder of Corporate Caterers, Inc., and served as its President from September 1997 to September 2017. Jim has more than 10 years of experience with the subjects he teaches during training. Mr. Gass often designates members of his team to conduct training on certain subjects. Any individual designated to conduct training also has a minimum of 10 years of experience on the subject they are designated to teach.

Your Operating Principal must complete our training. We also recommend that at least one manager/cook complete our initial training program as well. All designated trainees must complete training to our satisfaction. If you or your employees do not satisfactorily complete the training program, you must immediately designate a replacement employee to complete training. If the initial training program is not satisfactorily completed by any replacement employees (or the initial 2 employees, if no replacement is designated) or if we determine that the person cannot satisfactorily complete the training program, we may terminate the Franchise Agreement upon notice to you and refund up to 50% of the initial franchise fee. (Franchise Agreement, Section 9.A.2.)

The materials used during the initial training include our Operations Manual and Recipe Manuals. You are responsible for all expenses incurred by your employees in connection with our initial training program including costs of travel, lodging, meals, and wages, as described in Item 6. All trainees are required to sign a Confidentiality and Non-Disclosure Agreement in the form attached to the Franchise Agreement. Additionally, anyone who is a signatory on the Franchise Agreement or has any level of management or supervisory role that gives access to any of our "system" or "proprietary information" will also be required to sign a Confidentiality and Non-Disclosure Agreement. (Franchise Agreement, Section 12.B.)

If additional persons attend the initial training program or if any successor employees are required to attend and complete the initial training program, we may impose a training fee of up to $5,000 per person for additional initial training programs.

We will provide on-site training for up to 10 days, at your Authorized Location, either prior to the opening of your Franchised Business or during your 1st year of operation. These 10 days, up to 80 hours, may or may not be concurrent. (Franchise Agreement, Section 9.C.)

You, the Operating Principal, and your employees may attend additional or remedial training programs and seminars as we may offer from time to time. Additional training (including on-site remedial training) may be mandatory for these individuals and other of your employees as we require. For example, if your primary cook does not have prior commercial cooking experience, he/she must attend Commercial Cooking Training prior to the opening of the Franchised Business, as described under Item 6. (Franchise Agreement, Section 9.D.) For all training, we will provide the instructors and training materials; however, we reserve the right to impose a reasonable fee for training, including costs of travel, lodging, meals, and wages for our representatives. You are responsible for any expenses incurred by you or your employees in connection with additional training including the costs of travel, lodging, meals, and wages, as described in Item 6. (Franchise Agreement, Section 9.B.) Any training we provide to any of your employees will be limited to training or guidance regarding the delivery of approved products and services to customers in a manner that reflects the customer service standards of the System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your employees. You are solely responsible for ensuring that your employees receive adequate training.

Computer Systems

You must purchase and use any computer system that we develop or select for the Franchised Business, including all future updates, supplements and modifications (the "Computer System"). The Computer System includes 1 desktop computer, 1 laptop computer, 1 printer, Quickbooks accounting software and the proprietary software noted below. The Computer System stores and is used to record and analyze sales, labor, inventory, customers, customer orders, quotes and invoices, and tax information. We reserve the right to designate changes or enhancements to the Computer System used in your Franchised Business including changes to the computer hardware, software and other equipment, although we have no contractual obligation for maintenance, repairs, updates, and upgrades to the Computer System. At such time as we designate the change or enhancement to the Computer System, you may be required to make certain payments to us or our designated suppliers. You will have 6 months to install and commence using the changed or enhanced Computer System. You must acquire the right to use hardware, software, peripheral equipment and accessories, and arrange for installation, maintenance and support services of the initial, changed or enhanced Computer System all at your cost. There are no contractual limitations on your obligations to upgrade your Computer System and pay for those upgrades or changes.

The Computer System includes proprietary software. You must license specific proprietary software from Procor by a software license agreement. A copy of the Procor End-User Software License Agreement is attached as Exhibit E. You will pay a Procor a fee for using our proprietary software (currently, $425 per month/$5,100 per year). We reserve the right to require you to license additional proprietary software from us, an affiliate or a third party in the future, and you also may be required to pay a software licensing or use fee in connection with your use of the proprietary software. All right, title and interest in the software will remain with the licensor of the software.

We will have independent access to the Computer System and retrieve, analyze, download and use all software, data and files stored or used on the Computer System. We may access the Computer System through our intranet, from your Franchised Business or from other locations, and there is no contractual limitation on our access or use of the information we obtain. You must store all data and information that we designate and report data and information in the manner we specify, including through our intranet or other online communications. You also must maintain a phone line and a separate modem dedicated for the sole use of allowing our Computer System to interface and communicate with your Computer System and you may need to purchase software designated by us for this to occur. You also must have your Franchised Business connected to the internet using a connection method we approve, currently DSL. You must have a permanent internet email account.

You understand that the data storage, phone line, modem, communication software, internet access, internet email account and all additional hardware and software needed to implement and maintain these services is at your cost. We estimate the cost of purchasing the Computer System will range from $9,400 to $12,000. The annual cost of required maintenance, updating, upgrading or support contracts for the Computer System is included in the $425 per month/$5,100 per year amounts referenced above.

We will also make available to you any upgrades, enhancements and replacements of the software developed by or on our behalf, at the cost we make these upgrades, enhancements and replacements available to other Franchisees operating under the System (Item 6). (Franchise Agreement, Section 8.G.7.)

Operations Manual

In order to protect our reputation and goodwill and to maintain high standards of operation under the System, you must operate the Franchised Business in accordance with the required standards, methods, policies, and procedures specified in the Manuals. You must treat the Manuals, and the other written materials created for or approved for use in the operation of the Franchised Business, and the information contained in them, as confidential, and must use all reasonable efforts to maintain such information as secret and confidential. You must not copy, duplicate, record, or otherwise reproduce the materials, in whole or in part, or otherwise make them available to any unauthorized person. The Manuals will remain our sole property and must be kept in a secure place at the Authorized Location. We may, from time to time, revise the contents of the Manuals, and you must comply with each new or changed standard (Franchise Agreement, § 11). The Table of Contents from our Manuals is attached as Exhibit C and includes the following sections: (i) General (4 pages); Quality Staff (44 pages); Operations (98 pages); Corporate Support (67 pages); and Superior Food Supplies (51 pages).

ITEM ~~12~~12
TERRITORY

The Franchise Agreement grants to you the right to operate a Franchised Business at a single Authorized Location selected by you and approved by us that includes an "exclusive territory" having a population of at least 200,000 people, unless we determine otherwise (the "Assigned Area"). The demographics report used to determine the Assigned Area will be the U.S. Census Bureau or other similar population information that is available to determine the population base in the geographic area around your Authorized Location. You are required to operate the Franchised Business only at your Authorized Location and may not relocate the Franchised Business without our prior written consent. You may not establish or operate another Franchised Business except by signing a separate Franchise Agreement.

We will not establish or operate another Franchised Business or authorize any other person or entity to establish a franchised business within your Assigned Area or modify the territory rights granted to you for the Assigned Area, unless otherwise mutually agreed in writing, as long as you are in good standing and not in any default. You cannot conduct business in another franchisee's assigned area unless you pay that franchisee an ~~infringment~~infringement fee of 15% of the Gross Sales for that customer. If the area outside your Assigned Area is a Greenfield (an area in which no franchisee is currently located) you may service any customer you obtain but must either transfer the account or pay the invasion fee if the area is later assigned to a franchisee.

The continuation of territorial exclusivity depends on achieving certain minimum Gross Sales levels. Except as otherwise approved in writing, your Franchised Business must maintain minimum Gross Sales of $450,000 after the third calendar year and each calendar year thereafter under the term of the Franchise Agreement. Failure to attain these minimum Gross Sales levels will constitute a default and you will be required to pay the shortfall royalty of those Gross Sales levels within 10 days upon written notice or face immediate termination under the Franchise Agreement. There is no minimum Gross Sales requirement for the first two calendar years. You do not receive any rights of first refusal or the right to acquire additional franchises unless you sign another franchise agreement with us.

You may not advertise outside your Assigned Area. You may, however, advertise in media that includes your Assigned Area but extends beyond your Assigned Area. For example, advertising in a newspaper that covers both your Assigned Area and an area beyond your Assigned Area is permitted. As discussed in this Item 12, you may not service customers located in another franchisee's Assigned Area unless you pay that franchisee an invasion fee. Otherwise, you may not solicit or accept orders from customers outside your Assigned Area, including any use of other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside your Assigned Area.

As noted above, you have an exclusive territory within your Assigned Area regarding the Franchised Business and Corporate Caterers Service Mark. We and our affiliates have the right outside of the Assigned Area to grant other franchises or operate company or affiliate owned Corporate Caterers businesses or offer, sell or distribute any products or services associated with the System under the Proprietary Marks or any other trademarks or through any distribution channel or method, including the Internet, all without compensation to any franchisee. In addition, we and our affiliates have the right to operate and franchise others to operate franchised businesses or any other businesses within and outside the Assigned Area under trademarks other than the Corporate Caterers Service Mark through any distribution channel or method, including the Internet without compensation to any franchisee, except that our operation of, or association or affiliation with, restaurants (through franchising or otherwise) in the Assigned Area that compete with Corporate Caterers businesses will only occur through some form of merger or acquisition with an existing restaurant chain (except as otherwise provided for in this Item 12). As of the date of this Disclosure Document, neither we nor our affiliates operate or have plans to operate or franchise businesses under a different trademark that will sell goods or services that are the same as or similar to those a franchisee will sell.

ITEM 1313
TRADEMARKS

The Franchise Agreement grants you the right to use certain trademarks, trade names, service marks, symbols, emblems, logos and indicia of origin designated by or licensed to us (collectively, the "Proprietary Marks") only in the manner we authorize and only for the operation of the Franchised Business at the Authorized Location specified in the Franchise Agreement.

The following Proprietary Marks that are licensed for your use under the Franchise Agreement is owned by our Parent through as Assignment of Federal Trademark Registration dated September 21, 2017, as part of the acquisition described in Item 1 and is registered on the Principal Register of the United States Patent and Trademark Office:

PRINCIPAL TRADEMARKS	PRINCIPAL/ SUPPLEMENTAL REGISTER	REGISTRATION~~/ APPLICATION~~ DATE	REGISTRATION~~/APPLICATOIN~~ NUMBER
~~Corporate Caterers & design~~	~~Principal~~	~~January 23, 2007~~	~~3,201,397~~
~~Corporate Caterers & design~~	Principal	June ~~21~~11, ~~2018~~2019	~~Application No. 88/009,535~~5,777,397

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

All required affidavits for the Proprietary Mark have been or will be filed. No application for the registration of the Proprietary Marks has been filed in any state.

Corporate Caterers, LLC (our Parent) has licensed us the right to use the Proprietary Marks (including the Proprietary Marks noted above) and to sublicense the use of the Proprietary Marks under a Trademark License Agreement dated September 22, 2017. The Trademark License Agreement provides for a 20 year term with four 20 year renewal terms. Our Parent may terminate the Trademark License Agreement if, among other things, we: (i) breach the terms of the Trademark License Agreement by misusing the Proprietary Marks in such a way as to materially impair the goodwill associated with the Proprietary Marks, (ii) make any assignment for the benefit of creditors or file bankruptcy, or (iii) we assign our rights under the Trademark License Agreement without our Parent's consent.

There are no presently effective determinations of the US Patent and Trademark Office, the trademark administrator of any state or any court, any pending interference, opposition or cancellation proceedings or any pending litigation involving the Proprietary Marks that might affect our right to use any Proprietary Mark.

You are required to immediately notify us of any infringement or challenge to your use of the Proprietary Marks or claim by any person to any rights in any of the Proprietary Marks. You and your Principals are not permitted to communicate with any person other than us and our counsel in connection with any infringement, challenge, or claim. We have the right to take action as we deem appropriate and the right to exclusively control any litigation or Patent and Trademark Office or other administrative proceeding arising out of any infringement, challenge or claim or otherwise relating to any of the Proprietary Marks. You are required to sign any instruments and documents, render any assistance and do any acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office or other administrative or other agency proceeding or to otherwise protect and maintain our interest in the Proprietary Marks.

Except as set forth in this subparagraph, we are not obligated to protect you against infringement or unfair competition claims arising out of your use of the Proprietary Marks, or to participate in your defense or indemnify you. We reserve the right to control any litigation related to the Proprietary Marks and we have the sole right to decide to pursue or settle any infringement actions relating to the Proprietary Marks. You must notify us promptly of any infringement or unauthorized use of the Proprietary Marks of which you become aware. If we determine that a trademark infringement action requires changes or substitutions to the Proprietary Marks, you must make the changes, but we will reimburse you for any changes you must make to your interior and exterior signage, letterhead, business cards, marketing materials and to other materials we designate. We will not, however, reimburse you for any other expenses or losses associated with the change or substitution of the Proprietary Marks.

Except as provided above, we are not obligated by the Franchise Agreement or other agreement to protect you against claims of infringement or unfair competition with respect to them. Although we are not contractually obligated to protect the Proprietary Marks or your right to use them, as a matter of corporate policy, we intend to defend the Proprietary Marks vigorously.

We may require you to discontinue or modify your use of any of the Proprietary Marks or to use 1 or more additional or substitute trade names, service marks, trademarks, symbols, logos, emblems, and indicia of origin if we determine that any addition or substitution is beneficial to the System. We will reimburse you for your direct out-of-pocket expenses incurred in any change up to a maximum amount of $2,000.

You are required to comply with our instructions in filing and maintaining the requisite trade name or fictitious name registrations and you must sign any documents deemed necessary by us or our counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability. In addition, you may not directly or indirectly contest the validity of our ownership in the Proprietary Marks.

There are no infringing uses of any Proprietary Mark actually known to us that could materially affect your use of the Proprietary Marks.

ITEM 1414
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any right in or to any patents, pending patent applications, or registered copyrights that are material to the franchise. We do, however, claim copyright protection of the Manuals and other written materials.

There are no currently effective determinations of the Copyright Office (Library of Congress), United States Patent and Trademark Office, Board of Patent Appeals and Interferences, or any court, or any pending infringement, opposition or cancellation proceeding or any pending material litigation involving any patents or copyrights. There are currently no agreements in effect that significantly limit our rights to use or license the use of any patents or copyrights in any manner material to the franchise. There are no infringing uses actually known to us that could materially affect your use of the patents or copyrights.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of any patents or copyrights, or to participate in your defense or indemnify you. We reserve the right to control any litigation related to any patents and copyrights and we have the sole right to decide to pursue or settle any infringement actions related to the patents or copyrights. You must notify us promptly of any infringement or unauthorized use of the patents or copyrights of which you become aware.

If you or your Principals develop any new concept, process, or improvement in the operation of the Franchised Business, you are required to promptly notify us and provide us with all necessary related information, without compensation. You and your Principals acknowledge that any concept, process, or improvement will become our property and we may use or disclose the information to other franchisees as we determine to be appropriate.

ITEM 1515
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must designate and retain an individual to serve as the "Operating Principal" under the terms of the Franchise Agreement. Your Operating Principal is the individual who has the authority to actively direct your business affairs with respect to the Franchised Business, is responsible for overseeing the general management of the Franchised Business, and has authority to sign all contracts. If you are an individual, you must perform all obligations of the Operating Principal. If you are an Entity, the Operating Principal must own at least 51% of the equity interests. The on-premises manager is not required to possess any equity interest in the Franchised Business.

The Operating Principal is required to sign the personal guaranty included as part of the Franchise Agreement and successfully complete our initial training program and devote full time and best efforts to the supervision and management of the Franchised Business, unless we permit you to designate a manager other than the Operating Principal to carry out the day-to-day management and supervision of the Franchised Business. If you operate 2 or more Franchised Businesses, you must appoint at least 1 manager per Franchised Business (as we determine) to carry out the day-to-day management and supervision of each Franchised Business. Any manager must devote full time and best efforts to the daily management and supervision of the Franchised Business. The Operating Principal may be required to sign 1 or more of the Agreements as a Principal and is individually, jointly and severally bound by all of your obligations under the applicable Agreement.

If, during the term of the Franchise Agreement, the Operating Principal or any manager is not able to continue to serve in this capacity or no longer qualifies to act in accordance with the Franchise

Agreement, you must promptly notify us and designate a replacement within 30 days. Any replacement is subject to the same qualifications listed above. You must provide for interim management of the Franchised Business until a replacement is designated, and this interim management must be conducted in accordance with the Franchise Agreement.

You may retain additional managers and other persons to assist you with the operation and management of the Franchised Business. All personnel must satisfactorily complete our training requirements as set forth in Section 9 of the Franchise Agreement.

You are also required to obtain signed covenants not to compete, including post-termination covenants from each of the persons defined in Subsection 25(F) of the Franchise Agreement as "your principals" and, if we request from each executive-level personnel employed by or affiliated with you and any holder of a beneficial interest of more than 5% of any class of your securities and those of any business entity directly or indirectly controlling you, who has received or will receive confidential information or training from us. Additionally, at our request, you must require any personnel and interest holders to sign covenants that they will maintain the confidentiality of information they receive in connection with their relationship with you. These covenants must be substantially in the form attached to each applicable Agreement.

ITEM 1616
RESTRICTIONS ON WHAT FRANCHISEE MAY SELL

You are required to use the Authorized Location solely for the operation of the Franchised Business and must maintain business hours as provided for in the Manuals or as we may specify from time to time in writing.

You are required to meet and maintain the highest health standards and ratings applicable to the operation of the Franchised Business. You must furnish to us, within 3 days after receipt, a copy of any inspection report, warning, citation, certificate, rating and any other document issued by any federal, state, local or other administrative agency, instrumentality or organization with respect to the health or safety conditions of the Franchised Business.

You must maintain in sufficient supply and use and sell at all times only food and beverage items, ingredients, products, materials, supplies and paper goods that conform to our standards and specifications; prepare all menu items in accordance with our recipes and procedures for preparation contained in the Manuals or other written directives, including the prescribed measurements of ingredients; and refrain from deviating from our standards and specifications by the use or offer of non-conforming items or differing amounts of any items, without our prior written consent. You are required to sell and offer for sale only menu items, products and services as we have expressly approved for sale in writing; to refrain from any deviation from our standards and specifications without our prior written consent; and to discontinue selling and offering for sale any menu items, products or services which we may disapprove in writing at any time.

You are required to offer for sale and sell at the Franchised Business all menu items and other designated products and services we require and provide the products and services in the manner and style we prescribe, including all catering and delivery services.

We may, from time to time, suggest prices for the offer and sale of any menu items, products, merchandise, and services. We have the right to modify the standard menu format which will give us the right to establish prices, both minimum and maximum. Any such modification will be in writing. Unless we so modify our standard menu format, any list or schedule of prices we furnish to you is a recommendation only and any decision you make to accept or reject the suggestion will not affect the relationship between us.

We have developed and will continue to develop for use in the System certain products which are prepared from highly confidential secret recipes and which are our trade secrets. Because of the importance of quality and uniformity of production and the significance of the products in the System, it is to the mutual benefit of the parties that we closely control the production and distribution of the products. Accordingly, if the products become a part of the System, you must use only our proprietary products and must purchase solely from us or from a source designated by us all of your requirements for the products.

You are required to maintain competent, conscientious, and trained personnel to operate the Franchised Business in accordance with the appropriate agreement you have signed and our Manuals and to take all steps necessary to ensure that your employees preserve good customer relations, comply with such dress code as we may prescribe in the Manuals or otherwise and observe reasonable standards of business conduct, grooming and cleanliness.

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

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in Franchise Agreement	Summary
a.	Term of the franchise	FA: § 2	10 years in Franchise Agreement
b.	Renewal or extension of the term	FA: § 2	If you are not in default you can renew the Franchise for 3 sequential terms of 10 years each.
c.	Requirements for you to renew or extend	FA: § 2.B	Sign new agreement, retrain, remodel, 6-12 months' written notice, satisfy all monetary obligations, evidence of right to possession for renewal term, sign release, comply with the then-current qualifications and training, pay renewal fee equal to 25% of the then current initial franchise fee. If you seek to renew your franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new franchise agreement that contains terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements and territorial rights.
d.	Termination by you	FA: § 7.C	For a 30-day period following your failure to acquire an Authorized Location within 90 days after signing Franchise Agreement. We will refund up to 75% of the Initial Franchise Fee if you exercise this right to terminate. You may terminate under any grounds permitted by state law.
e.	Termination by us without cause	FA: Not Applicable	We have has no such rights.
f.	Termination by us with cause	FA: § 16	We can terminate only if you default, and do not cure the default.

	Provision	Section in Franchise Agreement	Summary
g.	"Cause" defined - defaults which can be cured	FA: § 16	10 days to cure nonpayment of monetary obligations (unless repeated more than twice in any 12-month period). You have 30 days to cure other breaches of the terms and conditions of the Franchise Agreement and Manual, which are not provided above.
h.	"Cause" defined - defaults which cannot be cured	FA: § 16.B.2	Non-curable defaults: failure to acquire approved Location, failure to satisfactorily complete training program, conviction of felony, unapproved transfers, breach of confidentiality and competition covenants, misuse or unauthorized use of Proprietary Marks, failure to open Franchised Business within 9 months, termination of any Franchise Agreement or other agreement, repeated defaults even if cured, failure to attain minimum Gross Sales levels.
i.	Your obligations on termination / nonrenewal	FA: § 17	Obligations include ceasing operation of Franchised Business and complete the de-identification with us within 15 days; at our option, assign the lease, telephone number, yellow page listing; payment of our damages, costs, and expenses and other fees; return all manuals, materials, files and customer lists; and sell to us, at our option, all of your assets (also see r., below).
j.	Assignment of contract by us	FA: § 15	No restriction on our right to assign.
k.	Transfer by you – definition	FA: §§ 15.B and 15.C	Includes transfer of contract or assets or ownership change.
l.	Our approval of transfer by you	FA: § 15.B	We have the right to approve all transfers (except less than 1% interest in publicly held corporations) but will not unreasonably withhold approval.
m.	Condition for our approval of transfer	FA: § 15.B	Receipt of payment of all monetary obligations, new agreement signed by you and/or new franchisee qualifies, you remain liable for all your obligations, new franchisee completes training, and new franchisee must renovate Franchised Business.
n.	Our right of first refusal to acquire your business	FA: § 15.D	We can match an offer for your Franchised Business.
o.	Our option to purchase your business	FA: § 17.E	We have the option to purchase the assets of your business upon termination of the Franchise.
p.	Your death or disability	FA: § 15.E	The Franchise must be transferred to an approved buyer in 180 days. We may operate your Franchised Business for a temporary period of 12 months following death or 6 months following permanent disability. We will charge a management fee of 4% of Gross Sales to operate the Franchised Business for a temporary period.
q.	Non-competition covenants during the term of the franchise	FA: § 18.B.1	You will not divert any business or customer to a competitor and you will not be involved in a competing catering business.
r.	Non-competition covenants after the franchise is terminated or expires	FA: § 18.B.2	No competing business for 2 years within 10 miles of any Corporate Caterers business (including after assignment). You may not contact or sell to any of your former clients for 2 years

	Provision	Section in Franchise Agreement	Summary
s.	Modification of the agreement	FA: § 24	Generally, no modifications without your consent except we may unilaterally change scope of competition covenants, Propriety Marks, Manual and Advertising Fee.
t.	Integration/merger clause	FA: § 24	Only the terms of the Franchise Agreement are binding (subject to state and federal law). Notwithstanding the foregoing, nothing in any franchise agreement is intended to disclaim the express representations made in this Franchise Disclosure Document. Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	FA: § 26	Except for certain claims, all disputes must be mediated and then arbitrated in Miami, Florida (subject to state law).
v.	Choice of forum	FA: § 26.B	Litigation must be in Miami, FL (subject to state law).
w.	Choice of law	FA: § 26.C	Florida law applies (subject to state law).

If any termination or expiration of the Franchise Agreement would violate any applicable law, we may reinstate or extend the Franchise Agreement for the purpose of complying with the laws, for the duration we provide in written notice to you, without waiving any of our rights under, or otherwise modifying, the Franchise Agreement.

ITEM 1818
PUBLIC FIGURES

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

ITEM 1919
FINANCIAL PERFORMANCE REPRESENTATIONS

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

The information below represents the "Gross Sales" earned by our ~~21~~22 franchised businesses ("Franchised Units) and two affiliate-owned businesses ("Affiliate Units") that were in operation for the full 12 months period December 1, ~~2018~~2019 to December 31, ~~2018~~2019 (the "Reporting Period"). The Franchised Units do not include the five franchised businesses that were not open the full Reporting Period and the one additional franchised business that did not open at all as noted in Item 20.

Schedule 1: Gross Sales of All Units (Franchised Units and Affiliate Units), broken down by the years of operation as of the completion of the Reporting Period)

# of Full Calendar Years	Average Gross Sales	High Gross Sales	Median Gross Sales	Low Gross Sales	Number & % Above Average	Number & % Below Average	Number & % Above Median	Number & % Below Median	
5+	~~$1,417,129~~ $1,454,586	~~$5,140,790~~ $4,956,974	~~$994,433~~ $1,088,133	~~$366,222~~ $379,641	~~5 / 38%~~6 / 43%	8 / ~~62~~67%	7 / ~~54~~50%	~~6 / 46%~~7 /50%	
3-4	~~$844,516~~ $695,200	~~$1,165,529~~ $1,406,499	~~$1,061,812~~ $549,851	~~$415,800~~	~~3 / 60%~~ $485,655	2 / ~~40~~33%	4 / 67%	~~3 / 60%~~4 / 67%	2 / ~~40~~33%
1-2	~~$378,095~~ $438,976	~~$523,807~~ $608,877	~~$369,164~~ $403,544	~~$187,118~~ $339,941	~~2 / 40%~~1 / 25%	3 / ~~60~~75%	~~3 / 60%~~	2 / ~~40~~50%	2 / 50%

Schedule 2: Gross Sales of Affiliate Units

# of Full Calendar Years	Average Gross Sales	High Gross Sales	Median Gross Sales	Low Gross Sales	Number & % Above Average	Number & % Below Average	Number & % Above Median	Number & % Below Median
5+	~~$3,487,658~~ $3,361,056	~~$5,140,790~~ $4,956,974	~~$3,487,658~~ $3,361,056	~~$1,834,526~~ $1,765,138	1 / 50%	1 / 50%	1 / 50%	1 / 50%

Schedule 3: Gross Sales of Franchised Units, broken down by the years of operation as of the completion of the Reporting Period)

# of Full Calendar Years	Average Gross Sales	High Gross Sales	Median Gross Sales	Low Gross Sales	Number & % Above Average	Number & % Below Average	Number & % Above Median	Number & % Below Median	
5+	~~$1,040,669~~ $1,136,841	~~$2,282,332~~ $2,297,620	~~$926,729~~ $1,011,090	~~$457,070~~ $379,641	~~3 / 27%~~4 / 33%	8 / ~~72~~67%	6 / ~~55~~50%	~~5 / 45%~~6 / 50%	
3-4	~~$ 844,516~~ $695,200	~~$1,165,529~~ $1,406,499	~~$1,061,812~~ $549,851	~~$415,800~~	~~3 / 60%~~ $485,655	2 / ~~40%~~33%	4 / 67%	~~3 / 60%~~ 4 / 67%	2 / ~~40%~~33%
1-2	~~$378,095~~ $438,976	~~$523,807~~ $608,877	~~$369,164~~ $403,544	~~$187,118~~ $339,941	~~2 / 40%~~ 1 / 25%	3 / ~~60%~~75%	~~3 / 60%~~	2 / ~~40%~~50%	2 / 50%

Schedule 4: Gross Sales of All Units (Franchised Units and Affiliate Units), broken down by quartile with the 1st quartile being the lowest Gross Sales and the 4th quartile being the highest Gross Sales

Quartile	1st Quartile	2nd Quartile	3rd Quartile	4th Quartile	All Quartiles		
Average Gross Sales	~~$329,306~~ $413,713	~~$536,285~~ $586,681	~~$988,147~~ $1,035,188	~~$2,290,435~~ $2,346,301	~~$1,066,771~~ $1,095,471		
High	~~$415,800~~ $485,655	~~$694,586~~ $608,877	~~$1,143,362~~ $1,406,499	~~$5,140,790~~ $4,956,974	~~$5,140,790~~ $4,956,974		
Low	~~$187,118~~ $339,941	~~$436,075~~ $469,956	~~$926,729~~ $813,964	~~$1,165,529~~ $1,595,717	~~$187,118~~ $339,941		
Median	~~$366,222~~ $403,544	~~$512,984~~ $569,647	~~$1,008,508~~ $1,011,090	~~$1,847,409~~ $1,761,780	~~$779,961~~ $761,675		
Number of Units	~~5~~	6	6	6	6	~~23~~24	
Number / % Above Average	2 / 33%	2 /337%	3 / ~~60~~50%	~~2 / 33%~~	~~4 / 60%~~	1 / 17%	~~7 / 30%~~8 / 33%
Number / % Below Average	~~2 / 40%~~	4 / ~~66~~67%	4 / 67%	~~2 / 60%~~3 / 50%	5 / 83%	16 / ~~70~~67%	

Number / % Above Median	3 / ~~60~~50%	~~3 / 50%~~2 /33%	3 / 50%	3 / 50%	12 / ~~52~~50%	
Number / % Below Median	~~2 / 40%~~	3 / 50%	4 / 67%	3 / 50%	3 / 50%	~~11 / 48%~~12 / 50%

Schedule 5: Gross Sales Franchised Units, broken down by quartile with the 1st quartile being the lowest Gross Sales and the 4th quartile being the highest Gross Sales

Quartile	1st Quartile	2nd Quartile	3rd Quartile	4th Quartile	All Quartiles	
Average Gross Sales	~~$329,306~~ $413,713	~~$504,624~~ $586,681	~~$883,658~~ $960,926	~~$1,495,412~~ $1,752,439	~~$836,210~~ $889,509	
High	~~$415,800~~ $485,655	~~$604,008~~ $709,385	~~$1,022,582~~ $1,112,774	~~$2,282,332~~ $2,297,620	~~$2,282,332~~ $2,297,620	
Low	~~$187,118~~ $339,941	~~$436,075~~ $519,749	~~$694,586~~ $813,964	~~$1,061,812~~ $1,406,499	~~$187,118~~ $339,941	
Median	~~$366,222~~ $403,544	~~$502,162~~ $569,647	~~$926,729~~ $958,688	~~$1,312,336~~ $1,703,938	~~$694,586~~ $659,131	
Number of Units	~~5~~6	~~5~~6	5	~~6~~5	~~21~~22	
Number / % Above Average	~~3 / 60%~~2 / 33%	2 / 33%	2 / 40%	~~3 / 60%3 / 50%~~2 / 40%	~~9 / 43%~~8 /36%	
Number / % Below Average	~~2 / 40%~~4 / 67%	4 / 67%	3 / 60%	~~2 / 40%~~	3 / ~~50~~60%	~~12 / 57%~~14 / 64%
Number / % Above Median	3 / ~~60~~50%	3 / ~~60~~50%	~~3 / 60%~~2 / 40%	~~3 / 50%~~2 / 40%	11 / ~~52~~50%	
Number / % Below Median	~~2 / 40%~~3 / 50%	~~2 / 40%~~3 / 50%	3 / ~~40~~60%	3 / ~~50~~60%	~~12 / 48%~~11 / 50%	

Schedule 6: Average Sales Increase/Decrease of All Units (Franchised Units and Affiliate Units), broken down by the years of operation as of the completion of the Reporting Period), with the Increase/Decrease for each Unit determined by comparing Gross Sales for the Reporting Period (January 1, 2019-December 31, 2019) to January 1, 2018-December 31, 2018)~~ to January 1, 2017-December 31, 2017)~~

# of Full Calendar Years	Average Sales Increase / (Decrease)	Highest Sales Increase / (Decrease)	Median Sales Increase / (Decrease)	Lowest Sales Increase / (Decrease)	Number & % Above Average	Number & % Below Average	Number & % Above Median	Number & % Below Median		
5+	5%	50%	5%	-14%	5 / 36%	9 / 64%	5 / 36%	9 / 64%		
~~5+~~	~~7%~~	~~144%~~	~~7%~~	~~-51%~~	~~3 / 23%~~	~~10 / 77%~~	~~3 / 23%~~	~~10 / 77%~~		
3-4	~~30%~~18%	~~46%~~47%	~~30%~~18%	~~4%~~-6%	~~2 / 40%~~	3 / ~~60~~50%	~~2 / 40%~~	3 / ~~60~~50%	3 / 50%	3 / 50 %
1-2	~~82%~~75%	~~191%~~170 %	~~82%~~75%	~~21%~~16%	2 / ~~40~~50%	~~3 / 60%~~	2 / ~~40~~50%	2 / 50%	~~3 / 60%~~	

									2 / 50%

Schedule 7: Average Sales Increase/Decrease of Affiliate Units, broken down by the years of operation as of the completion of the Reporting Period), with the Increase/Decrease for each Unit determined by comparing Gross Sales for the Reporting Period (January 1, 2019-December 31, 2019) to January 1, 2018-December 31, 2018)~~ to January 1, 2017-December 31, 2017)~~

# of Full Calendar Years	Average Sales Increase / (Decrease)	Highest Sales Increase / (Decrease)	Median Sales Increase / (Decrease)	Lowest Sales Increase / (Decrease)	Number & % Above Average	Number & % Below Average	Number & % Above Median	Number & % Below Median	
5+	-4%	~~2%~~-4%	~~3%~~-4%	~~2%~~-4%	~~2%~~0 / 0%	2 / 100%	0 / 0%	2 / 100%	~~0 / 0%~~

Schedule 8: Average Sales Increase/Decrease of Franchised Units, broken down by the years of operation as of the completion of the Reporting Period), with the Increase/Decrease for each Unit determined by comparing Gross Sales for the Reporting Period (January 1, 2019-December 31, 2019) to January 1, 2018-December 31, 2018)~~ to January 1, 2017-December 31, 2017)~~

# of Full Calendar Years	Average Sales Increase / (Decrease)	Highest Sales Increase / (Decrease)	Median Sales Increase / (Decrease)	Lowest Sales Increase / (Decrease)	Number & % Above Average	Number & % Below Average	Number & % Above Median	Number & % Below Median		
5+	6%	50%	6%	-14%	5 / 42%	7 / 58%	5 / 42%	7 / 58%		
~~5+~~	~~8%~~	~~144%~~	~~8%~~	~~-51%~~	~~3 / 27%~~	~~8 / 73%~~	~~3 / 27%~~	~~11 / 73%~~		
3-4	~~30%~~18%	~~46%~~47%	~~30%~~18%	~~4%~~-6%	~~2 / 40%~~	3 / ~~60~~50%	~~2 / 40%~~	3 / ~~60~~50%	3 / 50%	3 / 50%
1-2	~~82%~~75%	~~191%~~170%	~~82%~~75%	~~21%~~16%	2 / ~~40~~50%	~~3 / 60%~~	2 / ~~40~~50%	2 / 50%	~~3 / 60%~~2 / 50%	

Schedule 9: Average Sales Increase/Decrease of All Units (Franchised Units and Affiliate Units), broken down by quartile, with the Increase/Decrease for each Unit determined by comparing Gross Sales for the Reporting Period (January 1, 2019-December 31, 2019) to January 1, 2018-December 31, 2018)~~ to January 1, 2017-December 31, 2017)~~

Quartile	1st Quartile	2nd Quartile	3rd Quartile	4th Quartile	All Quartiles
Average Sales Increase / (Decrease)	~~-18%~~-9%	~~4%~~1%	~~27%~~19%	~~109%~~68%	~~27%~~20%
Highest Sales Increase / (Decrease)	~~2%~~-4%	~~6%~~9%	~~39%~~23%	~~191%~~170%	~~191%~~170%
Lowest Sales Increase / (Decrease)	~~-51%~~-14%	~~$0~~-4%	~~8%~~14%	~~46%~~28%	~~-51%~~-14%
Median Sales Increase / (Decrease)	~~-14%~~-9%	~~5%~~1%	~~30%~~19%	~~111%~~49%	~~6%~~11%

Number of Units	6	6	6	~~5~~6	~~23~~24	
Number / % Above Average	3 / 50%	4 / 67%	~~4 / 67%~~	3 / ~~60~~50%	2 / 33%	9 / ~~39~~38%
Number / % Below Average	3 / 50%	2 / 33%	~~2 / 33%~~3 / 50%	~~2 / 40%~~4 / 67%	~~14 / 61%~~15 / 62%	
Number / % Above Median	3 / 50%	3 / 50%	3 / 50%	~~3 / 60%~~2 / 33%	~~14 / 61%~~12 / 50%	
Number / % Below Median	3 / 50%	3 / 50%	3 / 50%	~~2 / 40%~~4 / 67%	~~9 / 39%~~12 / 50%	

Schedule 10: Average Sales Increase/Decrease of Affiliate Units, broken down by quartile, with the Increase/Decrease for each Unit determined by comparing Gross Sales for the Reporting Period (January 1, 2019-December 31, 2019) to January 1, 2018-December 31, 2018) ~~to January 1, 2017-December 31, 2017)~~

Quartile	1st Quartile	2nd Quartile	3rd Quartile	4th Quartile	All Quartiles	
Average Sales Increase / (Decrease)	~~-18%~~-9%	~~6%~~8%	~~31%~~22%	~~4%~~76%	~~30%~~22%	
Highest Sales Increase / (Decrease)	~~2%~~-6%	~~8%~~16%	~~39%~~28%	~~6%~~170%	~~191%~~170%	
Lowest Sales Increase / (Decrease)	~~-51%~~-14%	~~4%~~1%	~~21%~~17%	~~2%~~31%	~~-51%~~-14%	
Median Sales Increase / (Decrease)	~~-14%~~-9%	6%	~~32%~~23%	~~4%~~50%	~~8%~~15%	
Number of Units	6	6	5	5	~~5~~	~~21~~22
Number / % Above Average	3 / 50%	~~4 / 80%~~3 / 50%	3 / 60%	~~3 / 60%~~2 / 40%	8 / ~~38~~36%	
Number / % Below Average	3 / 50%	~~2 / 20%~~3 / 50%	2 / 40%	~~2 / 40%~~3 / 60%	~~13 / 62%~~14 / 64%	
Number / % Above Median	4 / 67%	3 / 50%	~~4 / 80%~~	3 / 60%	3 / 60%	11 / ~~52~~50%
Number / % Below Median	2 / 33%	3 / 50%	2 / ~~20~~40%	2 / 40%	~~2 / 40%~~	~~10 / 48%~~11 / 50%

"Gross Sales" include all revenue from the sale of food, beverages, services and products from catering, delivery and otherwise, including the sale of food and beverages, and the sale of merchandise (for example, packaged food products, etc.) and all other income of whatever nature or kind relating to a Franchised Business, whether for cash or credit and regardless of collection in the case of credit; provided, Gross Sales will not include any sales tax or other taxes collected from customers and paid to the appropriate taxing authority, employee meals and the discount for food purchased with promotional coupons we approve.

Our Miami, Florida, location has been in operation since 1997 and our Boca Raton, Florida, location has been in operation since 2002. The figures in the table above represent 2 businesses which are operated in accordance with the format described in this Disclosure Document. The territory size for our Miami, Florida, location includes a territory that is larger than the territory you will receive. Specifically, the territory for our Miami, Florida, location is approximately 2½ times larger than the average territories for our franchised business. Additionally, the territory size for our Boca Raton, Florida, location was reduced in 2008. Specifically, the territory size for our Boca Raton, Florida, location in 2007 included the counties of Palm Beach, Martin, and St. Lucie, Florida, and in 2008 included only the county of Palm Beach, Florida. In addition, these two locations do not pay royalty fees, but they do pay the System-wide Marketing Fee.

NOTES REGARDING REPRESENTATIVE SALES AND FINANCIAL PERFORMANCE REPRESENTATION

The following notes further explain the information provided in this Item 19 and identify the underlying assumptions upon which the information is based.

1. **Some outlets have earned these amounts. Your individual results may differ. There is no assurance that you will sell as much.**

2. The information presented in this Item 19 has not been audited. The information in this Item 19 is historical results with the franchisee results based on sales reports submitted by franchisees. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request. Franchisees listed in this Disclosure Document, may be one source of information.

~~3. You are responsible for developing your own business plan for your business, including capital budgets, financial statements, projections and other elements appropriate to your particular circumstances. We encourage you to consult with your own accounting, business, and legal advisors to assist you in identifying the expenses you likely will incur in connection with your franchised business, to prepare your budgets, and to assess the likely or potential financial performance of your franchised business.~~

~~4~~3. Other than the preceding financial performance representation, Corporate Caterers Franchisor, 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 Jim Gass or our acting Franchise Director at 13335 SW 124th Street, Suite 201, Miami, Florida 33186; (877) 523-1230, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 2020
OUTLETS AND FRANCHISEE INFORMATION

The Item 20 tables below are for outlets that have been in operation for the years noted as part of the business when our Predecessor was the franchisor as described in Item 1.

Table No. 1

Systemwide Outlet Summary
For Years ~~2016~~2017 to ~~2018~~2019

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	~~2016~~ 2017	~~16~~ 18	~~18~~ 21	~~+2~~ +3
	2018	21	22	+1
	2019	22	27	+5
Company-Owned	~~2016~~ 2017	2	~~2~~ 2	~~2~~ ~~2~~	~~0~~ 0
	2018	2	2	0
	2019	2	2	0
Total Outlets	~~2016~~ 2017	~~18~~ 20	~~20~~ 23	~~+2~~ +3
	2018	23	24	+1
	2019	24	29	+5

Table No. 2

Transfers of Outlets From Franchisees to New Owners
(Other than the Franchisor)
For Years ~~2016~~2017 to ~~2018~~2019

State	Year	Number of Transfers
Florida	~~2016~~ 2017	~~0~~ 1
	2018	0
	2019	1
Total	~~2016~~ 2017	~~0~~ 1
	2018	0
	2019	1

Table No. 3

Status of Franchised Outlets For Years ~~2016~~2017 to ~~2018~~2019

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations/Other Reasons	Outlets at End of the Year
Alabama	~~2016~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Arizona	~~2016~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
~~Colorado~~	~~2016~~20191	0	0	0	0	0	~~0~~	~~0~~1
California	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	2	0	0	0	1	1
Colorado	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	~~2018~~2019	1	0	0	0	0	0	1
~~Delaware~~	~~2016~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Delaware	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	~~2018~~2019	1	0	0	0	0	0	1
Florida	~~2016~~	~~5~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~5~~
	2017	5	0	0	0	0	0	5
	2018	5	0	0	0	0	0	5
	~~2018~~2019	5	0	0	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations/Other Reasons	Outlets at End of the Year
Georgia	~~2016~~ 2017	~~1~~ 1	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~1~~ 1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Illinois	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
Maryland	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
Minnesota	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
North Carolina	~~2016~~ 2017	~~2~~ 2	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~2~~ 2
	2018	2	0	0	0	0	0	2
	~~2018~~2019	2	0	0	0	0	0	2
~~Ohio~~	~~2016~~	~~1~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
Ohio	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	~~2018~~2019	2	0	0	0	0	0	2
Pennsylvania	~~2016~~ 2017	~~0~~ 1	~~1~~ 0	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~1~~ 1
	2018	1	0	0	0	0	0	1
	~~2018~~2019	1	0	0	0	0	0	1
Tennessee	~~2016~~ 2017	~~1~~ 1	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~1~~ 1
	2018	1	0	0	0	0	0	1
	~~2018~~2019	1	0	0	0	0	0	1
Texas	~~2016~~ 2017	~~5~~ 5	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~5~~ 5
	2018	5	0	0	0	0	0	5
~~Wisconsin~~	~~2016~~ 2019	5	1	0	0	0	0	~~0~~	~~0~~	~~0~~6
Wisconsin	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	~~2018~~2019	1	0	0	0	0	0	1
~~Total~~	~~2016~~	~~16~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~18~~
Total	2017	18	3	0	0	0	0	21
	2018	21	1	0	0	0	0	22

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations/Other Reasons	Outlets at End of the Year
	2019	22	6	0	0	0	1	27

Table No. 4

Status of Company-Owned Outlets For Years ~~2016~~2017 to ~~2018~~2019

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Florida	~~2016~~ 2017	~~2~~ 2	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~2~~ 2
	2018	2	0	0	0	0	2
	~~2018~~2019	2	0	0	0	0	2
Total	~~2016~~ 2017	~~2~~ 2	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~2~~ 2
	2018	2	0	0	0	0	2
	2019	2	0	0	0	0	2

Table No. 5

Projected Openings as of December 31, ~~2018~~2019

State	Franchised Agreements Signed But Not Opened	Projected New Franchised Outlets in the next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
California	~~3~~1	~~2~~0	0
Maryland	0	1	0
Michigan	1	1	0
~~Illinois~~	~~1~~	~~2~~	~~0~~
~~Washington, D.C.~~New York	~~1~~0	1	0
Total	**~~5~~2**	**~~5~~3**	**0**

Below is a list of the names of all of our operating franchisees and the addresses and telephone numbers of their Franchised Businesses as of December 31, ~~2018~~2019.

Alabama:

CC Birmingham LLC.
748 Shades Mountain Plaza
Birmingham, AL 35226
(205) 968-1660

Arizona:

Crown Start Investments LLC
4815 E. Main Street, Suite 34

Mesa, AZ 85205
(480) 985-2021

California:

WeCater East Bay Inc.
Preet Ballagan & Bimal Siyan
1776 Marina Blvd.
San Leandro, CA 94577
(510) 400-6035

Colorado:

BAUD, LLC
Nicholas Baud
7625 W. Hampden Ave. Unit 6-7
Lakewood, CO 80227
(720) 612-4377

Delaware:

VIJIV LLC
Viji Vanamamalai
379 E Chestnut Hill Road
Newark, DE 19713
(302)-294-1835

Florida:

Belwil Distributors, LLC
908 SR 436
Casselberry, FL 32707
(885) 992-6772

LJ's America, Inc.
7800 Drew Circle, #17
Ft. Myers, FL 33967
(239) 415-1236

GMP Caterers, LLC
4208 Oxford Ave.
Jacksonville, FL 32210
(904) 384-6422

Caladium Catering
5621 E. Fowler Avenue
Tampa, FL 33617
(888) 992-6772

~~TTNT~~Corporate Caterers WPB, LLC
Corporate Caterers LLC and Raul Martinez
150 N. U.S. Hwy. 1, Suite 22-B
Tequesta, FL 33496
(561) 745-1222

Georgia:

Hanrahan Caterers, LLC
5929 Jimmy Carter Boulevard
Norcross, GA 30071
(770) 649-4721

Illinois:

Strickland King Inc.
Shane Strickland and George King
524 West State Street N.
Geneva, IL 60134
(630) 202-7167

Maryland:

Ordus Enterprises LLC
Sigismond Davies
6597 Coventry Way
Clinton, MD 20623
(301) 856-3051

Minnesota:

Local Thyme Inc.
Paul Gordon
3930 Hubbard Ave. N.
Robbinsdale, MN 55422
(651) 797-3871

North Carolina:

~~K&J Catering, LLC~~
~~6405 Westgate Road #133~~
~~Raleigh, NC 27617~~
~~(919) 781-5665~~
Mint Hill Catering, LLC
1544 Matthews Mint Hill Rd., Suite G
Charlotte, NC 28105
(980) 245-2790

K&J Catering, LLC
6405 Westgate Road #133
Raleigh, NC 27617
(919) 781-5665

Ohio:

St. George Catering
4221 Richardson St.
Cincinnati, OH 41018
(513) 952-8100

JMJR Enterprises, LLC
6665Dublin Center Dr.
Dublin, OH 43017
(614) 336-3222

Pennsylvania:

Dutra & Piera Catering
2036 Old Arch Road
Norristown, PA 19401
(610) 955-0555

Tennessee:

E&I Catering, LLC
3744 Nolensville Pike
Nashville, TN 37214
(615) 872-5247

Texas:

~~MP Catering~~This Thing of Ours LLC
~~11520 Northwest Freeway~~
~~Houston, TX 77092~~
~~(713) 316-0909~~
9003 Waterford Center Blvd., Suite 150
Austin, TX 78758
(512) 520-0230

Corporate Office Catering Dallas, LLC
1837 W. Frankford Road Suite 110
Carrollton, TX 75007
(972) 446-4727

MP Catering LLC
11520 Northwest Freeway
Houston, TX 77092
(713) 316-0909

V&Q Catering Services LLC
9200 South Main
Houston, TX 77025
(713) 838-7999

EmBarCo LLC
Marisela Barnard
5340 Rufe Snow Dr.
North Richland Hills, TX 76180
(817) 319-7656

CorpCat / SA / AUS, LLC
427 East Ramsey
San Antonio, TX 78216
(210) 892-8549

~~V&Q Catering Services LLC~~
~~9200 South Main~~
~~Houston, TX 77025~~
~~(713) 838-7999~~

~~This Thing of Ours LLC~~
~~9003 Waterford Center Blvd., Suite 150~~
~~Austin, TX 78758~~
~~(512) 520-0230~~

Wisconsin:

CC Milwaukee LLC
Mark Deiter
7933 N. 73rd Street
Milwaukee, WI 53223
(414) 220-9986

The following franchisees have signed franchise agreements but are not yet operational as of December 31, ~~2018:~~ 2019:

California~~:~~

~~Purple Dove, LLC.~~
~~Patrick Misquitta & Gurmeet Misquitta~~
~~Sacramento, CA~~

~~WeCater East Bay Inc.~~
~~Preet Ballagan & Bimal Siyan~~
~~1776 Marina Blvd.~~
~~San Leandro, CA 94577~~
~~WeCater~~
We Cater Peninsula Inc.
Preet Ballagan & Bimal Siyan
1776 Marina Blvd.
San Leandro, CA 94577

~~**Illinois:**~~

~~Strickland King Inc.~~
~~Shane Strickland & George King~~
~~524~~
(510) 400-6035

Michigan:

CC West ~~State Street N.~~
~~Geneva, IL 60134~~

~~**Washington, D.C.**~~

~~Ordus Enterprises~~Michigan LLC
~~Sigismond Davies~~
~~6597 Coventry Way~~
~~Clinton, MD 20623~~

Tom Doyle
4945 Division Avenue S.
Wyoming, MI 49548

The following franchisees have terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during our last fiscal year:

~~None.~~

California:

Purple Dove LLC
Gurmeet Misquitta
7928 Marla Way
Elk Grove, CA 95758
Reason: Franchisee passed away in 2019 prior to opening

Florida:

TTNT, LLC
Greg and Karen Tracy
150 N. US Highway 1, Suite 24
Tequesta, FL 334469
Reason: Transfer

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

During the last 3 fiscal years, we have not signed any confidentiality clauses with current or former franchisees which would restrict them from speaking openly with you about their experience with us, but we may do so in the future. There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

ITEM 2121
FINANCIAL STATEMENTS

Attached as Exhibit B to this Disclosure Document are the audited financial statements of our Parent as of December 31, ~~2018~~2019 and ~~2017~~2018 for the period from January 1, ~~2018~~2019 to December 31, ~~2018~~2019 and September 22, ~~2017~~2018 (the date of the acquisition described in Item 1), to December 31, ~~2017~~2018, together with the independent auditor's report. Also included as part of Exhibit B are unaudited financial statements as of January 31, ~~2019~~2020. Our Parent's fiscal year end is December 31. Our Parent guarantees our performance under the Franchise Agreement. A copy of the Guarantee is included with Exhibit B. We and our Parent have not been in business for three years or more and cannot include all the financial statements required by the FTC Rule for our last three fiscal years.

ITEM ~~22~~22
CONTRACTS

Attached as Exhibits to this Disclosure Document are the following contracts and the attachments:

Franchise Agreement (Exhibit D)
Procor End-User Software License Agreement (Exhibit E)
Form General Release (Exhibit F)
State Addenda (Exhibit G)
Business Development Agreement (Exhibit H)

ITEM ~~23~~23
RECEIPTS

Attached as Exhibit I to this Disclosure Document is the Acknowledgment of Receipt of disclosure. Read it, sign a copy for us, and retain a copy for your own records.

EXHIBIT A
LIST OF STATE ADMINISTRATORS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Business Oversight 1 Sansome, Suite 600 San Francisco, CA 94104 (415) 972-8559	Business Oversight Commissioner 320 West 4th Street, Ste. 750 Los Angeles, CA 90013-2344 1-866-275-2677
ILLINOIS	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, IL 62706
INDIANA	Securities Commissioner Indiana Securities Division ~~Room E 111~~ 302 West Washington Street, Room E 111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division ~~Antitrust and~~Attention: Franchise ~~Unit~~Section G. Mennen Williams Building, First Floor 525 West Ottawa Street Lansing, MI ~~48913~~48933 (517) 373-7117	Michigan Department of Commerce Corporations and Securities Bureau G. Mennen Williams Building, First Floor 525 West Ottawa Street Lansing, MI ~~48913~~48933
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539~~s~~-1600	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198
NEW YORK	New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005-1495 (212) 416-8236	Attention: New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising Tyler Building, Ninth Floor 1300 E. Main Street Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission Tyler Building, First Floor 1300 E. Main Street Richmond, VA 23219

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Rd. SW Tumwater, WA 98501 (360) 902-8760	Director, Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
WISCONSIN	Department of Financial Institutions Division of Securities 201 West Washington Ave., Suite 300 Madison, WI 53703 (608) 266-1365	Wisconsin Commissioner of Securities 201 West Washington Ave., Suite 300 Madison, WI 53703

EXHIBIT B
FINANCIAL STATEMENTS

Corporate Caterers, LLC and Affiliates

Audited Financial Statements

December 31, 2019

CORPORATE CATERERS, LLC AND AFFILIATES

TABLE OF CONTENTS

MILBERY & KESSELMAN
CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors
Corporate Caterers, LLC and Affiliates
Miami, Florida

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying consolidated financial statements of Corporate Caterers, LLC and affiliates, which comprises the consolidated balance sheet as of December 31, 2019 and the related consolidated statements of income and members' equity, and cash flows for the year then ended, and the related consolidated notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

MILBERY & KESSELMAN, CPAs, LLC
www.mkcpafirm.com | 2800 West State Road 84, Suite 105, Fort Lauderdale, Florida 33312 | 954.583.3223

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Corporate Caterers, LLC and affiliates as of December 31, 2019, and the results of its operations and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Milbery & Kesselman, CPA's

Milbery & Kesselman, CPAs, LLC
April 10, 2020

CORPORATE CATERERS, LLC AND AFFILIATES

Consolidated Balance Sheet
December 31, 2019

ASSETS

Current Assets		
Cash and Cash Equivalents	$	430,380
Accounts Receivable		218,682
Inventory		10,449
Prepaid Expenses		77,170
Loans Receivable		36,257
Total Current Assets		772,938
Property and Equipment (net of accumulated depreciation of $152,564)		321,450
Other Assets		
Intangible Assets (net of accumulated amortization of $920,965)		2,232,730
Security Deposits		36,968
Total Other Assets		2,269,698
Total Assets	$	3,364,086

LIABILITIES AND MEMBERS' EQUITY

Current Liabilities		
Accounts Payable	$	435,692
Accrued Expenses		433,194
Credit Cards Payable		4,564
Current Portion of Notes Payable		35,789
Total Current Liabilities		909,239
Long Term Liabilities		
Convertible Note Payable		250,000
Notes Payable, less current portion		3,189,794
Total Long Term Liabilities		3,439,794
Total Liabilities		4,349,033
Equity		
Members' Equity (Deficit)		(1,016,185)
Noncontrolling Interest		31,238
Total Equity		(984,947)
Total Liabilities and Members' Equity	$	3,364,086

COPRORATE CATERERS, LLC AND AFFILIATES

Consolidated Statement of Income and Members' Equity
For the year ended December 31, 2019

Sales	$	8,409,429
Cost of Goods Sold		2,286,815
Gross Profit		6,122,614
General and Administrative Expenses		
Advertising		336,706
Amortization		417,242
Automobile		358,349
Bank and Merchant Charges		200,569
Charitable Contributions		22,282
Commissions		58,515
Computer		250,193
Depreciation		75,445
Dues and Subscriptions		14,556
Employee Benefits		16,668
Equipment Rental		17,937
Insurance		159,591
Management Fees		46,000
Office		122,839
Outside Services		16,325
Payroll		3,191,637
Printing		29,594
Professional Fees		229,277
Rent		279,933
Repairs and Maintenance		99,159
Retirement		23,405
Supplies		25,311
Taxes and Licenses		10,366
Telephone		53,029
Travel and Meals		232,877
Utilities		141,781
Total General and Administrative Expenses		6,429,586
Operating Loss	$	(306,972)
Other Income/(Expense)		
Interest Income		1,173
Interest Expense		(485,096)
Loss on Sale of Fixed Assets		(7,833)
Other Income		13,404
Total Other Income/(Expense)		(478,352)
Net Loss Before Noncontrolling Interest	$	(785,324)
Net Income Attributable to Noncontrolling Interest		(21,238)
Net Loss Attributable to Corporate Caterers, LLC Members	$	(806,562)
Members' Equity (Deficit), January 1, 2019		(209,623)
Members' Contributions		-
Members' Equity (Deficit), December 31, 2019	$	(1,016,185)

CORPORATE CATERERS, LLC AND AFFILIATES

Consolidated Statement of Cash Flows
For the year ended December 31, 2019

Cash Flows from Operating Activities		
Net Loss Before Noncontrolling Interest	$	(785,324)
Adjustments to Reconcile Net Loss Before Noncontrolling Interest to Net Cash Used in Operations		
Amortization		417,242
Depreciation		75,445
Increase in Accounts Receivable		(25,763)
Decrease in Inventory		2,084
Increase in Prepaid Expenses		(13,002)
Decrease in Loans Receivable		52,153
Increase in Security Deposits		(6,030)
Increase in Accounts Payable		194,985
Increase in Accrued Expenses		51,525
Increase in Credit Card Payable		1,042
Cash Used in Operating Activities		(35,643)
Cash Flows from Investing Activities		
Fixed Asset - Additions		(148,563)
Cash Used in Investing Activities		(148,563)
Cash Flows from Financing Activities		
Debt Reduction		
Short Term		(34,085)
Noncontrolling Member Contributions		10,000
Cash Used in Financing Activities		(24,085)
Decrease in Cash		(208,291)
Beginning balance, January 1, 2019		638,671
Ending balance, December 31, 2019	$	430,380

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:

Cash paid during the year for:

Interest	$ 331,172

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization
Corporate Caterers, LLC (the "Company") was formed in Delaware on June 30, 2017 and is headquartered in Miami, Florida. The Company provides catering services under a specific format and sells this format as a franchise concept.

The Company has a year end of December 31.

Principles of Consolidation
The financial statements include the operations of Corporate Caterers, LLC and its wholly owned subsidiaries Corporate Caterers Franchisor, LLC (CC Franchisor), Corporate Caterers Boca Raton, LLC (CC Boca), Corporate Caterers Miami, LLC (CC Miami), and its 50% interest in Corporate Caterers WPB, LLC (CC WPB) . All significant balances and transactions between the entities have been eliminated in consolidation.

Noncontrolling Interest
Consolidated financial statements are presented if the parent company investor (controlling interest) and other minority investors (noncontrolling interest) in partially-owned subsidiaries have similar economic interests in a single entity. As a result, the investment in noncontrolling interest is reported as equity in the consolidated financial statements. Furthermore, the consolidated financial statements include 100% of the controlled subsidiary's earnings, rather than only the parent's share.

Basis of Accounting
The financial statements have been prepared on the accrual basis of accounting. Accordingly, they reflect all significant receivables, payables and other liabilities.

Cash and Cash Equivalents
For purposes of the Statement of Cash Flows, the Company considers all cash on hand, demand deposits and unrestricted highly liquid cash investments purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable
Trade receivables are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis, thus trade receivables do not bear interest, although a finance charge may be applied to such receivables that are more than 30 days past due.

Inventory
Inventory is stated at the lower of average cost or market.

Property and Equipment
Property and equipment are recorded at cost and are depreciated, using the straight line method, over the estimated useful lives of the related asset. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in income for the period. The cost of maintenance and repairs is charged to income as incurred, whereas significant renewals and betterments are capitalized.

Intangible Assets
Intangible assets subject to amortization include goodwill, which is being amortized on a straight-line basis over 10 years; and software, which is being amortized on a straight-line basis over 3 years.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that will affect certain amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes
The Company has elected to be taxed under sections of the federal and state income tax laws that provide that, in lieu of corporation income taxes, the stockholders and members separately account for their pro rata shares of the Company's items of income, deductions, losses, and credits. Therefore, no provision for income taxes is reflected in the consolidated financial statements.

Revenue Recognition
Catering service fees are recognized as revenue when the catering order has been delivered. Initial franchise fees are recognized as revenue when services required under the franchise agreement have been performed by the Company. Franchise royalty revenues are based on franchisees' sales and are recognized as earned.

Concentrations of Credit Risk
Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of temporary cash investments, trade receivables and accounts payable. The Company performs on-going credit evaluations of each franchisee's financial condition. Accounts receivable are principally with franchises that are secured under the franchise agreements. The franchise agreements provide the Company with certain collateral, including inventory and fixed assets. Consequently, risk of loss is considered minimal.

Adoption of New Accounting Standard
In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers (Topic 606)". The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also required expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Company adopted the new standard effective January 1, 2019, the first day of the Company's fiscal year using the modified retrospective approach. Prior period amounts continue to be reported in accordance with legacy GAAP.

As part of the adoption of the ASU, the Company elected the following transition practical expedients: (i) to reflect the aggregate of all contract modifications that occurred prior to the date of initial application when identifying satisfied and unsatisfied performance obligations, determining the transaction price, allocating the transaction price; and (ii) to apply the standard only to contracts that are not completed at the initial date of application. Because contract modifications are minimal, there is not a significant impact as a result of electing these practical expedients.

The adoption resulted in no adjustment to beginning members' equity as of January 1, 2019. The impact of applying this ASU for the year ended December 31, 2019 resulted in no adjustment to the financial statements.

Date of Management's Review
Management has evaluated events or transactions subsequent to the balance sheet date for potential recognition or disclosure in the financial statements through April 10, 2020, the date the financial statements were available to be issued.

NOTE 2 CASH AND CASH EQUIVALENTS

The Company maintains cash balances at one financial institution. Accounts at the institution are insured by the Federal Deposit Insurance Corporation for up to $250,000. At December 31, 2019, the Company had uninsured cash balances amounting to $0. The Company has not experienced any losses to date as a result of this policy.

NOTE 3 PROPERTY AND EQUIPMENT

As of December 31, 2019, property and equipment consists of the following:

Furniture and Equipment	$ 132,404
Equipment	192,409
Automobiles	4,000
Leasehold Improvements	145,201
	474,014
Less: Accumulated Depreciation	152,564
Total Property and Equipment, net	$ 321,450

Depreciation expense as of December 31, 2019 is $75,445.

Depreciation of property and equipment is provided utilizing the straight-line method over the estimated useful lives of the respective assets, and equipment held under capital leases is amortized over the lower of their related lease terms or their estimated productive lives as follows:

	Years
Furniture and Equipment	5-7
Equipment	5
Automobiles	5
Leasehold Improvements	15

NOTE 4 GOODWILL

During the year ended December 31, 2017, the Company adopted the accounting alternative for the subsequent measurement of goodwill provided in FASB ASC 350-20. Under this accounting alternative, the Company began amortizing goodwill on a straight-line basis over 10 years and only evaluates goodwill for impairment when a triggering event occurs. During the year ended December 31, 2019, no triggering events occurred requiring impairment testing. As such, no impairment loss was recorded.

NOTE 5 LONG TERM DEBT

Long term debt of the Company consists of the following at December 31, 2019:

	Total	Current	Long Term
Note payable to an entity, payable in monthly installments of $4,243, including interest at 5.00% per annum, though September, 2023, unsecured by collateral.	$ 325,583	$ 35,789	$ 289,794
Note Payable to an entity, accruing interest at 14.00% per annum, payable in quarterly interest-only installments, payable in full in one lump sum in September, 2022, collateralized by all Company assets.	2,900,000	-	2,900,000
Total long term debt	$3,225,583	$ 35,789	$3,189,794

The following is a summary of principal maturities of long term debt:

Periods Ending December 31,	
2020	$ 35,789
2021	37,578
2022	3,152,216
Total	$3,225,583

The Note Payable agreement contains, among other provisions, certain restrictive covenants. The company was in compliance for the period ended December 31, 2019.

NOTE 6 CONVERTIBLE NOTE PAYABLE

In September, 2017, the Company entered into a subordinated convertible promissory note agreement with Corporate Caterers, Inc., whereby the Company borrowed $250,000. Proceeds received by the Company are in consideration for a convertible promissory note issued to the investor. The maturity date is September, 2023 and interest accrued at 10% per annum throughout the term of the note. Corporate Caterers, Inc. may, at any time and in its sole discretion, convert all, but not less than all, the outstanding principal and accrued interest into two hundred thirty thousand (230,000) Common Units.

NOTE 7 LEASES

The Company is obligated under various operating leases for its office buildings, commencing in September, 2017. Rental expense for the year was $279,933. Security deposits as of December 31, 2019 was $36,968.

NOTE 7 LEASES (cont.)

Aggregate annual rental payments on future lease commitments at December 31, 2019 were as follows:

Periods Ending December 31,	
2020	$ 201,160
2021	171,710
2022	56,757
Total	$ 429,627

NOTE 8 RETIREMENT PLAN

The Company maintains a simple IRA plan (the Plan) for all employees who have completed one year of service. Participants may make voluntary contributions up to the maximum amount allowable by law. The Company elects to match up to 3% of the employees' annual earnings and up to the maximum of $10,000 per year per employee. The Company contributed a total of $23,405 to the Plan for the year ended December 31, 2019.

NOTE 9 REVENUE RECOGNITION IN ACCORDANCE WITH FASB ASC 606

Contract Balances
Contract balances from contracts with customers were as follows:

Contract Assets	$ -
Contract Liabilities	-

Disaggregation of Revenue
The Company derives its revenues primarily from the sale of catering services. Revenue from performance obligations satisfied at a point in time consists of catering services, royalties, and initial franchise fees. There is no revenue from performance obligations satisfied over time.

Performance Obligations
For performance obligations related to the catering services, control transfers to the customer at a point in time. Revenues are recognized when the catering service is completed and the order is delivered.

For performance obligations related to royalties, control transfers to the customer at a point in time. Royalty revenues are recognized weekly based on the weekly sales from the franchisees.

Significant Judgments
The Company sells catering services for an agreed upon contract amount. For fixed fee contracts, the Company is entitled to payment upon completion of the catering service and recognizes the revenues when the performance obligations have been met.

CORPORATE CATERERS, LLC AND AFFILIATES

Consolidating Balance Sheet
December 31, 2019

Assets	Corporate Caterers, LLC	Corporate Caterers Franchisor, LLC	Corporate Caterers Boca Raton, LLC	Corporate Caterers Miami, LLC	Corporate Caterers WPB, LLC	Consolidating and Eliminating Entries	Consolidated
Current Assets							
Cash	$ 24,468	$ 147,077	$ 45,689	$ 185,637	$ 27,509	$ -	$ 430,380
Accounts Receivable, net	-	7,806	26,116	179,855	10,429	(5,524)	218,682
Inventory	-	-	-	10,449	-	-	10,449
Prepaid Expense	-	58,053	1,365	16,324	1,428	-	77,170
Loans Receivable	-	36,257	-	-	-	-	36,257
Total Current Assets	24,468	249,193	73,170	392,265	39,366	(5,524)	772,938
Property and Equipment, net	-	11,529	67,342	206,579	36,000	-	321,450
Other Assets							
Intangible Assets, net	-	386,199	460,126	1,386,405	-	-	2,232,730
Security Deposits	-	-	7,758	23,180	6,030	-	36,968
Total Other Assets	-	386,199	467,884	1,409,585	6,030	-	2,269,698
Total Assets	$ 24,468	$ 646,921	$ 608,396	$ 2,008,429	$ 81,396	$ (5,524)	$ 3,364,086
Liabilities and Equity							
Current Liabilities							
Accounts Payable	$ 84,001	$ 63,402	$ 66,926	$ 212,411	$ 14,476	$ (5,524)	$ 435,692
Accrued Expenses	339,431	8,438	20,686	60,195	4,444	-	433,194
Credit Cards Payable	-	-	1,185	3,379	-	-	4,564
Current Portion of Notes Payable	35,789	-	-	-	-	-	35,789
Total Current Liabilities	459,221	71,840	88,797	275,985	18,920	(5,524)	909,239
Long Term Liabilities							
Convertible Note Payable	250,000	-	-	-	-	-	250,000
Notes Payable, less current portion	3,189,794	-	-	-	-	-	3,189,794
Total Long Term Liabilities	3,439,794	-	-	-	-	-	3,439,794
Total Liabilities	3,899,015	71,840	88,797	275,985	18,920	(5,524)	4,349,033
Equity							
Members' Equity (Deficit)	(3,874,547)	575,081	519,599	1,732,444	31,238	-	(1,016,185)
Noncontrolling Interest	-	-	-	-	31,238	-	31,238
Total Equity	(3,874,547)	575,081	519,599	1,732,444	62,476	-	(984,947)
Total Liabilities and Equity	$ 24,468	$ 646,921	$ 608,396	$ 2,008,429	$ 81,396	$ (5,524)	$ 3,364,086

See accompanying independent auditor's report and notes to financial statements.

CORPORATE CATERERS, LLC AND AFFILIATES

Consolidating Statement of Income and Members' Equity
For the year ended December 31, 2019

	Corporate Caterers, LLC	Corporate Caterers Franchisor, LLC	Corporate Caterers Boca Raton, LLC	Corporate Caterers Miami, LLC	Corporate Caterers WPB, LLC	Consolidating and Eliminating Entries	Consolidated
Sales	$ -	$ 2,476,088	$ 1,686,399	$ 4,790,108	$ 489,923	$ (1,033,089)	$ 8,409,429
Cost of Goods Sold	-	33,000	548,840	1,572,756	132,219	-	2,286,815
Gross Profit	-	2,443,088	1,137,559	3,217,352	357,704	(1,033,089)	6,122,614
Operating Expenses	51,329	2,578,286	1,146,716	3,369,194	317,150	(1,033,089)	6,429,586
Operating Income (Loss)	$ (51,329)	$ (135,198)	$ (9,157)	$ (151,842)	$ 40,554	$ -	$ (306,972)
Other Income (Expense)							
Interest Income	-	1,169	-	-	4	-	1,173
Interest Expense	(485,096)	-	-	-	-	-	(485,096)
Loss on Sale of Fixed Assets	-	-	-	(7,833)	-	-	(7,833)
Other Income	-	205	3,187	8,094	1,918	-	13,404
Total Other Income (Expense)	(485,096)	1,374	3,187	261	1,922	-	(478,352)
Net Income/(Loss) Before Noncontrolling Interest	$ (536,425)	$ (133,824)	$ (5,970)	$ (151,581)	$ 42,476	$ -	$ (785,324)
Net (Income)/Loss Attributable to Noncontrolling Interest	-	-	-	-	(21,238)	-	(21,238)
Net Income/(Loss) Attributable to Corporate Caterers, LLC Members	$ (536,425)	$ (133,824)	$ (5,970)	$ (151,581)	$ 21,238	$ -	$ (806,562)
Members' Equity (Deficit), January 1, 2019	(3,828,122)	735,905	825,569	2,057,025	-	-	(209,623)
Members' Contributions (Distributions)	490,000	(27,000)	(300,000)	(173,000)	10,000	-	-
Members' Equity (Deficit), December 31, 2019	$ (3,874,547)	$ 575,081	$ 519,599	$ 1,732,444	$ 31,238	$ -	$ (1,016,185)

CORPORATE CATERERS, LLC AND AFFILIATES

Consolidating Statement of General and Administrative Expenses
For the year ended December 31, 2019

General and Administrative Expenses	Corporate Caterers, LLC	Corporate Caterers Franchisor, LLC	Corporate Caterers Boca Raton, LLC	Corporate Caterers Miami, LLC	Corporate Caterers WPB, LLC	Consolidating and Eliminating Entries	Consolidated
Advertising	$ -	$ 319,312	$ 35,850	$ 110,701	$ 10,472	$ (139,629)	$ 336,706
Amortization	-	83,617	83,163	250,462	-	-	417,242
Automobile	-	34,692	51,308	249,898	22,451	-	358,349
Bank and Merchant Charges	4,791	2,860	44,025	134,142	14,751	-	200,569
Charitable Contributions	-	500	2,998	18,784	-	-	22,282
Commissions	-	-	15,296	35,120	8,099	-	58,515
Computer	-	248,572	-	1,621	4,675	(4,675)	250,193
Depreciation	-	2,737	22,652	41,056	9,000	-	75,445
Dues and Subscriptions	-	12,563	260	1,580	153	-	14,556
Employee Benefits	-	1,628	5,034	9,941	65	-	16,668
Equipment Rental	-	9,057	2,695	4,614	1,571	-	17,937
Insurance	-	82,124	20,015	51,723	5,729	-	159,591
Management Fees	46,000	-	154,416	365,709	19,587	(539,712)	46,000
Office	-	23,043	21,643	75,503	2,650	-	122,839
Outside Services	-	9,200	2,291	4,584	250	-	16,325
Payroll	-	1,259,997	433,630	1,377,738	120,272	-	3,191,637
Printing	-	4,392	1,598	22,965	639	-	29,594
Professional Fees	-	126,055	23,542	64,415	15,265	-	229,277
Rent	-	50,188	64,632	125,197	39,916	-	279,933
Repairs and Maintenance	-	4,455	37,881	53,765	3,058	-	99,159
Retirement	-	18,408	1,327	3,670	-	-	23,405
Royalties	-	-	84,473	240,117	24,483	(349,073)	-
Supplies	-	20,721	1,230	2,789	571	-	25,311
Taxes and Licenses	538	1,006	2,576	4,526	1,720	-	10,366
Telephone	-	14,332	5,642	32,384	671	-	53,029
Travel and Meals	-	232,621	83	173	-	-	232,877
Utilities	-	16,206	28,456	86,017	11,102	-	141,781
	$ 51,329	$ 2,578,286	$ 1,146,716	$ 3,369,194	$ 317,150	$ (1,033,089)	$ 6,429,586

Corporate Caterers, LLC and Affiliates

Audited Financial Statements

December 31, 2018

CORPORATE CATERERS, LLC AND AFFILIATES

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To the Board of Directors
Corporate Caterers, LLC and Affiliates
Miami, Florida

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying consolidated financial statements of Corporate Caterers, LLC and affiliates, which comprises the consolidated balance sheet as of December 31, 2018 and the related consolidated statements of income and members' equity, and cash flows for the year then ended, and the related consolidated notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Corporate Caterers, LLC and affiliates as of December 31, 2018, and the results of its operations and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Milbery & Kesselman, CPA's

Milbery & Kesselman, CPAs, LLC
April 9, 2019

CORPORATE CATERERS, LLC AND AFFILIATES

Consolidated Balance Sheet
December 31, 2018

ASSETS

Current Assets		
Cash and Cash Equivalents	$	638,671
Accounts Receivable		192,919
Inventory		12,533
Prepaid Expenses		64,168
Loans Receivable		88,410
Total Current Assets		996,701
Property and Equipment (net of accumulated depreciation of $81,286)		346,477
Other Assets		
Intangible Assets (net of accumulated amortization of $503,723)		2,551,827
Security Deposits		30,938
Total Other Assets		2,582,765
Total Assets	$	3,925,943

LIABILITIES AND MEMBERS' EQUITY

Current Liabilities		
Accounts Payable	$	240,707
Accrued Expenses		381,669
Credit Cards Payable		3,522
Current Portion of Notes Payable		34,085
Total Current Liabilities		659,983
Long Term Liabilities		
Convertible Note Payable		250,000
Notes Payable, less current portion		3,225,583
Total Long Term Liabilities		3,475,583
Total Liabilities		4,135,566
Members' Equity (Deficit)		(209,623)
Total Liabilities and Members' Equity	$	3,925,943

COPRORATE CATERERS, LLC AND AFFILIATES

Consolidated Statement of Income and Members' Equity
For the year ended December 31, 2018

Sales	$	8,377,719
Cost of Goods Sold		2,344,668
Gross Profit		6,033,051
General and Administrative Expenses		
Advertising		333,730
Amortization		389,979
Automobile		367,054
Bank and Merchant Charges		190,651
Charitable Contributions		23,460
Commissions		59,505
Computer		198,347
Depreciation		64,121
Dues and Subscriptions		16,485
Employee Benefits		26,039
Equipment Rental		14,528
Insurance		143,666
Management Fees		109,000
Office		133,708
Outside Services		13,462
Payroll		3,254,798
Printing		19,025
Professional Fees		220,210
Rent		240,088
Repairs and Maintenance		122,440
Retirement		25,741
Supplies		33,364
Taxes and Licenses		15,500
Telephone		68,187
Travel and Meals		119,385
Utilities		128,798
Total General and Administrative Expenses		6,331,271
Operating Loss	$	(298,220)
Other Income/(Expense)		
Interest Income		2,119
Interest Expense		(466,754)
Other Income		19,311
Total Other Income/(Expense)		(445,324)
Net Loss	$	(743,544)
Members' Equity, January 1, 2018		533,921
Members' Contributions		-
Members' Equity (Deficit), December 31, 2018	$	(209,623)

CORPORATE CATERERS, LLC AND AFFILIATES

Consolidated Statement of Cash Flows
For the year ended December 31, 2018

Cash Flows from Operating Activities		
Net Loss	$	(743,544)
Adjustments to reconcile net loss to net cash provided by Operations:		
Amortization		389,979
Depreciation		64,121
Increase in Accounts Receivable		101,351
Increase in Inventory		1,272
Increase in Prepaid Expenses		(6,646)
Increase in Loans Receivable		(32,832)
Increase in Security Deposits		(1,637)
Increase in Accounts Payable		36,071
Increase in Accrued Expenses		276,826
Increase in Credit Card Payable		(9,683)
Cash provided by Operating Activities		75,278
Cash Flows from Investing Activities		
Fixed Asset - Additions		(20,726)
Cash used by Investing Activities		(20,726)
Cash Flows from Financing Activities		
Debt Reduction:		
Short term		(32,461)
Cash used by Financing Activities		(32,461)
Increase in Cash		22,091
Beginning balance, January 1, 2018		616,580
Ending balance, December 31, 2018	$	638,671

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:

Cash paid during the year for:		
Interest	$	320,364

See accompanying independent auditor's report and notes to financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization
Corporate Caterers, LLC (the "Company") was formed in Delaware on June 30, 2017 and is headquartered in Miami, Florida. The Company provides catering services under a specific format and sells this format as a franchise concept.

The Company has a year end of December 31.

Principles of Consolidation
The financial statements include the operations of Corporate Caterers, LLC and its wholly owned subsidiaries Corporate Caterers Franchisor, LLC (CC Franchisor), Corporate Caterers Boca Raton, LLC (CC Boca), and Corporate Caterers Miami, LLC (CC Miami). All significant balances and transactions between the entities have been eliminated in consolidation.

Basis of Accounting
The financial statements have been prepared on the accrual basis of accounting. Accordingly, they reflect all significant receivables, payables and other liabilities.

Cash and Cash Equivalents
For purposes of the Statement of Cash Flows, the Company considers all cash on hand, demand deposits and unrestricted highly liquid cash investments purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable
Trade receivables are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis, thus trade receivables do not bear interest, although a finance charge may be applied to such receivables that are more than 30 days past due.

Inventory
Inventory is stated at the lower of average cost or market.

Property and Equipment
Property and equipment are recorded at cost and are depreciated, using the straight line method, over the estimated useful lives of the related asset. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in income for the period. The cost of maintenance and repairs is charged to income as incurred, whereas significant renewals and betterments are capitalized.

Intangible Assets
Intangible assets subject to amortization include goodwill, which is being amortized on a straight-line basis over 10 years; and software, which is being amortized on a straight-line basis over 3 years.

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that will affect certain amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Income Taxes
The Company has elected to be taxed under sections of the federal and state income tax laws that provide that, in lieu of corporation income taxes, the stockholders and members separately account for their pro rata shares of the Company's items of income, deductions, losses, and credits. Therefore, no provision for income taxes is reflected in the consolidated financial statements.

Revenue Recognition
Initial franchise fees are recognized as revenue once a binding franchise agreement has been executed. Franchise royalty revenues are based on franchisees' sales and are recognized as earned.

Concentrations of Credit Risk
Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of temporary cash investments, trade receivables and accounts payable. The Company performs on-going credit evaluations of each franchisee's financial condition. Accounts receivable are principally with franchises that are secured under the franchise agreements. The franchise agreements provide the Company with certain collateral, including inventory and fixed assets. Consequently, risk of loss is considered minimal.

Date of Management's Review
Management has evaluated events or transactions subsequent to the balance sheet date for potential recognition or disclosure in the financial statements through April 9, 2019, the date the financial statements were available to be issued.

NOTE 2 CASH AND CASH EQUIVALENTS

The Company maintains cash balances at one financial institution. Accounts at the institution are insured by the Federal Deposit Insurance Corporation for up to $250,000. At December 31, 2018, the Company had uninsured cash balances amounting to $17,538. The Company has not experienced any losses to date as a result of this policy.

NOTE 3 PROPERTY AND EQUIPMENT

As of December 31, 2018, property and equipment consists of the following:

Furniture and Equipment	$ 76,412
Equipment	192,409
Automobiles	16,000
Leasehold Improvements	142,942
	427,763
Less: Accumulated Depreciation	81,286
Total Property and Equipment, net	$ 346,477

Depreciation expense as of December 31, 2018 is $64,121.

NOTE 3 PROPERTY AND EQUIPMENT (cont.)

Depreciation of property and equipment is provided utilizing the straight-line method over the estimated useful lives of the respective assets, and equipment held under capital leases is amortized over the lower of their related lease terms or their estimated productive lives as follows:

	Years
Furniture and Equipment	5-7
Equipment	5
Automobiles	5
Leasehold Improvements	15

NOTE 4 GOODWILL

During the year ended December 31, 2017, the Company adopted the accounting alternative for the subsequent measurement of goodwill provided in FASB ASC 350-20. Under this accounting alternative, the Company began amortizing goodwill on a straight-line basis over 10 years and only evaluates goodwill for impairment when a triggering event occurs. During the year ended December 31, 2018, no triggering events occurred requiring impairment testing. As such, no impairment loss was recorded.

NOTE 5 LONG TERM DEBT

Long term debt of the Company consists of the following at December 31, 2018:

	Total	Current	Long Term
Note payable to an entity, payable in monthly installments of $4,243, including interest at 5.00% per annum, though September, 2023, unsecured by collateral.	$ 359,668	$ 34,085	$ 325,583
Note Payable to an entity, accruing interest at 14.00% per annum, payable in quarterly interest-only installments, payable in full in one lump sum in September, 2022, collateralized by all Company assets.	2,900,000	-	2,900,000
Total long term debt	$3,259,668	$ 34,085	$3,225,583

NOTE 5 LONG TERM DEBT (cont.)

The following is a summary of principal maturities of long term debt:

Periods Ending December 31,	
2019	$ 34,085
2020	35,789
2021	37,578
2022	3,152,216
Total	$3,259,668

The Note Payable agreement contains, among other provisions, certain restrictive covenants. The company was in compliance for the period ended December 31, 2018.

NOTE 6 CONVERTIBLE NOTE PAYABLE

In September, 2017, the Company entered into a subordinated convertible promissory note agreement with Corporate Caterers, Inc., whereby the Company borrowed $250,000. Proceeds received by the Company are in consideration for a convertible promissory note issued to the investor. The maturity date is September, 2023 and interest accrued at 10% per annum throughout the term of the note. Corporate Caterers, Inc. may, at any time and in its sole discretion, convert all, but not less than all, the outstanding principal and accrued interest into two hundred thirty thousand (230,000) Common Units.

NOTE 7 LEASES

The Company is obligated under various operating leases for its office buildings, commencing in September, 2017. Rental expense for the year was $240,088. Security deposits as of December 31, 2018 was $30,938.

Aggregate annual rental payments on future lease commitments at December 31, 2018 were as follows:

Periods Ending December 31,	
2019	$ 189,469
2020	158,943
2021	127,410
2022	37,544
Total	$ 513,366

NOTE 8 RETIREMENT PLAN

The Company maintains a simple IRA plan (the Plan) for all employees who have completed one year of service. Participants may make voluntary contributions up to the maximum amount allowable by law. The Company elects to match up to 3% of the employees' annual earnings and up to the maximum of $10,000 per year per employee. The Company contributed a total of $25,741 to the Plan for the year ended December 31, 2018.

CORPORATE CATERERS, LLC AND AFFILIATES

Consolidating Balance Sheet
December 31, 2018

Assets	Corporate Caterers, LLC	Corporate Caterers Franchisor, LLC	Corporate Caterers Boca Raton, LLC	Corporate Caterers Miami, LLC	Consolidating and Eliminating Entries	Consolidated
Current Assets						
Cash	$ 15,801	$ 267,538	$ 227,110	$ 128,222	$ -	$ 638,671
Accounts Receivable, net	-	1,064	29,832	162,023	-	192,919
Inventory	-	-	-	12,533	-	12,533
Prepaid Expense	4,000	52,014	2,848	5,306	-	64,168
Loans Receivable	-	88,410	-	-	-	88,410
Total Current Assets	19,801	409,026	259,790	308,084	-	996,701
Property and Equipment, net	-	7,715	87,154	251,608	-	346,477
Other Assets						
Intangible Assets, net	-	371,672	543,288	1,636,867	-	2,551,827
Security Deposits	-	-	7,758	23,180	-	30,938
Total Other Assets	-	371,672	551,046	1,660,047	-	2,582,765
Total Assets	$ 19,801	$ 788,413	$ 897,990	$ 2,219,739	$ -	$ 3,925,943
Liabilities and Equity						
Current Liabilities						
Accounts Payable	$ 63,000	$ 28,934	$ 45,320	$ 103,453	$ -	$ 240,707
Accrued Expenses	275,255	23,574	26,831	56,009	-	381,669
Credit Cards Payable	-	-	270	3,252	-	3,522
Current Portion of Notes Payable	34,085	-	-	-	-	34,085
Total Current Liabilities	372,340	52,508	72,421	162,714	-	659,983
Long Term Liabilities						
Convertible Note Payable	250,000	-	-	-	-	250,000
Notes Payable, less current portion	3,225,583	-	-	-	-	3,225,583
Total Long Term Liabilities	3,475,583	-	-	-	-	3,475,583
Total Liabilities	3,847,923	52,508	72,421	162,714	-	4,135,566
Members' Equity (Deficit)	(3,828,122)	735,905	825,569	2,057,025	-	(209,623)
Total Liabilities and Members' Equity	$ 19,801	$ 788,413	$ 897,990	$ 2,219,739	$ -	$ 3,925,943

CORPORATE CATERERS, LLC AND AFFILIATES

Consolidating Statement of Income and Retained Earnings
For the year ended December 31, 2018

	Corporate Caterers, LLC	Corporate Caterers Franchisor, LLC	Corporate Caterers Boca Raton, LLC	Corporate Caterers Miami, LLC	Consolidating and Eliminating Entries	Consolidated
Sales	$ -	$ 1,461,104	$ 1,825,921	$ 5,248,173	$ (157,479)	$ 8,377,719
Cost of Goods Sold	-	97,000	613,136	1,634,532	-	2,344,668
Gross Profit	-	1,364,104	1,212,785	3,613,641	(157,479)	6,033,051
Operating Expenses	115,707	1,188,675	1,261,395	3,922,973	(157,479)	6,331,271
Operating Income (Loss)	$ (115,707)	$ 175,429	$ (48,610)	$ (309,332)	$ -	$ (298,220)
Other Income (Expense)						
Interest Income	-	2,119	-	-	-	2,119
Interest Expense	(466,754)	-	-	-	-	(466,754)
Other Income	-	-	4,188	15,123	-	19,311
Total Other Income (Expense)	(466,754)	2,119	4,188	15,123	-	(445,324)
Net Income/(Loss)	$ (582,461)	$ 177,548	$ (44,422)	$ (294,209)	$ -	$ (743,544)
Members' Equity (Deficit), January 1, 2018	(3,484,411)	707,107	869,991	2,441,234	-	533,921
Members' Contributions (Distributions)	238,750	(148,750)	-	(90,000)	-	-
Members' Equity (Deficit), December 31, 2018	$ (3,828,122)	$ 735,905	$ 825,569	$ 2,057,025	$ -	$ (209,623)

CORPORATE CATERERS, LLC AND AFFILIATES

Consolidating Statement of General and Administrative Expenses
For the year ended December 31, 2018

General and Administrative Expenses	Corporate Caterers, LLC	Corporate Caterers Franchisor, LLC	Corporate Caterers Boca Raton, LLC	Corporate Caterers Miami, LLC	Consolidating and Eliminating Entries	Consolidated
Advertising	$ -	$ 306,980	$ 25,429	$ 70,160	$ (68,839)	$ 333,730
Amortization	-	56,354	83,163	250,462	-	389,979
Automobile	-	17,048	62,698	287,308	-	367,054
Bank and Merchant Charges	5,682	1,831	45,326	137,812	-	190,651
Charitable Contributions	-	-	3,900	19,560	-	23,460
Commissions	-	-	13,582	45,923	-	59,505
Computer	-	145,650	9,845	42,852	-	198,347
Depreciation	-	952	22,162	41,007	-	64,121
Dues and Subscriptions	-	6,426	377	9,682	-	16,485
Employee Benefits	-	-	2,649	23,390	-	26,039
Equipment Rental	-	-	2,255	12,273	-	14,528
Insurance	-	19,345	33,197	91,124	-	143,666
Management Fees	109,000	88,640	-	-	(88,640)	109,000
Office	-	4,607	19,332	109,769	-	133,708
Outside Services	-	-	1,542	11,920	-	13,462
Payroll	-	307,976	735,171	2,211,651	-	3,254,798
Printing	-	99	3,491	15,435	-	19,025
Professional Fees	-	101,841	27,837	90,532	-	220,210
Rent	-	-	64,552	175,536	-	240,088
Repairs and Maintenance	-	1,023	43,519	77,898	-	122,440
Retirement	-	1,884	7,560	16,297	-	25,741
Supplies	-	6,816	2,765	23,783	-	33,364
Taxes and Licenses	538	239	3,991	10,732	-	15,500
Telephone	-	2,134	10,720	55,333	-	68,187
Travel and Meals	487	118,470	308	120	-	119,385
Utilities	-	360	36,024	92,414	-	128,798
	$ 115,707	$ 1,188,675	$ 1,261,395	$ 3,922,973	$ (157,479)	$ 6,331,271

See accompanying independent auditor's report and notes to financial statements.

Corporate Caterers, LLC and Affiliates

Audited Financial Statements

December 31, 2017

CORPORATE CATERERS, LLC AND AFFILIATES

TABLE OF CONTENTS

MILBERY & KESSELMAN, CPA's, LLC

Certified Public Accountants

To the Board of Directors
Corporate Caterers, LLC and Affiliates
Miami, Florida

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying consolidated financial statements of Corporate Caterers, LLC and affiliates, which comprises the consolidated balance sheet as of December 31, 2017 and the related consolidated statements of income and members' equity, and cash flows for the period then ended, and the related consolidated notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Corporate Caterers, LLC and affiliates as of December 31, 2017, and the results of its operations and cash flows for the periods then ended in accordance with accounting principles generally accepted in the United States of America.

Milbery & Kesselman, CPAs

Milbery & Kesselman, CPAs, LLC
March 10, 2018

CORPORATE CATERERS, LLC AND AFFILIATES

Consolidated Balance Sheet
December 31, 2017

ASSETS

Current Assets		
Cash and Cash Equivalents	$	616,580
Accounts Receivable		294,270
Inventory		13,805
Prepaid Expenses		57,522
Loans Receivable		55,578
Total Current Assets		1,037,755
Property and Equipment (net of accumulated depreciation of $17,686)		389,872
Other Assets		
Intangible Assets (net of accumulated amortization of $113,744)		2,941,806
Security Deposits		29,301
Total Other Assets		2,971,107
Total Assets	$	4,398,734

LIABILITIES AND MEMBERS' EQUITY

Current Liabilities		
Accounts Payable	$	204,636
Accrued Expenses		104,843
Credit Cards Payable		13,205
Current Portion of Notes Payable		32,461
Total Current Liabilities		355,145
Long Term Liabilities		
Convertible Note Payable		250,000
Notes Payable, less current portion		3,259,668
Total Long Term Liabilities		3,509,668
Total Liabilities		3,864,813
Members' Equity		533,921
Total Liabilities and Members' Equity	$	4,398,734

See accompanying independent auditor's report and notes to financial statements.

COPRORATE CATERERS, LLC AND AFFILIATES

Consolidated Statement of Income and Members' Equity
For the period ended December 31, 2017

Sales	$	2,498,020
Cost of Goods Sold		684,431
Gross Profit		1,813,589
General and Administrative Expenses		
Advertising		82,019
Amortization		113,745
Automobile		93,387
Bank and Merchant Charges		51,975
Charitable Contributions		8,084
Commissions		23,257
Computer		39,155
Depreciation		17,686
Dues and Subscriptions		4,417
Employee Benefits		22,902
Equipment Rental		5,626
Insurance		23,264
Management Fees		23,100
Office		30,362
Outside Services		2,232
Payroll		834,244
Printing		11,293
Professional Fees		86,515
Rent		59,701
Repairs and Maintenance		38,969
Retirement		4,153
Supplies		9,717
Taxes and Licenses		6,878
Telephone		16,235
Travel and Meals		30,175
Utilities		28,591
Total General and Administrative Expenses		1,667,682
Operating Income	$	145,907
Other Income/(Expense)		
Interest Income		585
Interest Expense		(126,141)
Other Income		3,570
Total Other Income/(Expense)		(121,986)
Net Income	$	23,921
Members' Equity, June 30, 2017		-
Members' Contributions		510,000
Members' Equity, December 31, 2017	$	533,921

CORPORATE CATERERS, LLC AND AFFILIATES

Consolidated Statement of Cash Flows
For the period ended December 31, 2017

Cash Flows from Operating Activities		
Net Income	$	23,921
Adjustments to reconcile net income to net cash provided by Operations:		
Amortization		113,745
Depreciation		17,686
Increase in Accounts Receivable		(294,270)
Increase in Inventory		(13,805)
Increase in Prepaid Expenses		(57,522)
Increase in Loans Receivable		(55,578)
Increase in Security Deposits		(29,301)
Increase in Accounts Payable		204,636
Increase in Accrued Expenses		104,843
Increase in Credit Card Payable		13,205
Cash provided by Operating Activities		27,560
Cash Flows from Investing Activities		
Fixed Asset - Additions		(3,463,109)
Cash used by Investing Activities		(3,463,109)
Cash Flows from Financing Activities		
New Borrowings:		
Long term		3,300,000
Debt Reduction:		
Short term		(7,871)
Proceeds from Issuance of Convertible Note		250,000
Members' Contributions		510,000
Cash provided by Financing Activities		4,052,129
Increase in Cash		616,580
Beginning balance, June 30, 2017		-
Ending balance, December 31, 2017	$	616,580

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:

Cash paid during the year for:

Interest	$	87,024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization
Corporate Caterers, LLC (the "Company") was formed in Delaware on June 30, 2017 and is headquartered in Miami, Florida. The Company provides catering services under a specific format and sells this format as a franchise concept.

The Company has a year end of December 31.

Principles of Consolidation
The financial statements include the operations of Corporate Caterers, LLC and its wholly owned subsidiaries Corporate Caterers Franchisor, LLC (CC Franchisor), Corporate Caterers Boca Raton, LLC (CC Boca), and Corporate Caterers Miami, LLC (CC Miami). All significant balances and transactions between the entities have been eliminated in consolidation.

Basis of Accounting
The financial statements have been prepared on the accrual basis of accounting. Accordingly, they reflect all significant receivables, payables and other liabilities.

Cash and Cash Equivalents
For purposes of the Statement of Cash Flows, the Company considers all cash on hand, demand deposits and unrestricted highly liquid cash investments purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable
Trade receivables are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis, thus trade receivables do not bear interest, although a finance charge may be applied to such receivables that are more than 30 days past due.

Inventory
Inventory is stated at the lower of average cost or market.

Property and Equipment
Property and equipment are recorded at cost and are depreciated, using the straight line method, over the estimated useful lives of the related asset. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in income for the period. The cost of maintenance and repairs is charged to income as incurred, whereas significant renewals and betterments are capitalized.

Intangible Assets
Intangible assets subject to amortization include goodwill, which is being amortized on a straight-line basis over 10 years; and software, which is being amortized on a straight-line basis over 3 years.

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that will affect certain amounts and disclosures. Accordingly, actual results could differ from those estimates.

CORPORATE CATERERS, LLC AND AFFILIATES
Notes to Consolidated Financial Statements
December 31, 2017

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Income Taxes
The Company has elected to be taxed under sections of the federal and state income tax laws that provide that, in lieu of corporation income taxes, the stockholders and members separately account for their pro rata shares of the Company's items of income, deductions, losses, and credits. Therefore, no provision for income taxes is reflected in the consolidated financial statements.

Revenue Recognition
Initial franchise fees are recognized as revenue once a binding franchise agreement has been executed. Franchise royalty revenues are based on franchisees' sales and are recognized as earned.

Concentrations of Credit Risk
Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of temporary cash investments, trade receivables and accounts payable. The Company performs on-going credit evaluations of each franchisee's financial condition. Accounts receivable are principally with franchises that are secured under the franchise agreements. The franchise agreements provide the Company with certain collateral, including inventory and fixed assets. Consequently, risk of loss is considered minimal.

Date of Management's Review
Management has evaluated events or transactions subsequent to the balance sheet date for potential recognition or disclosure in the financial statements through March 10, 2018, the date the financial statements were available to be issued.

NOTE 2 CASH AND CASH EQUIVALENTS

The Company maintains cash balances at one financial institution. Accounts at the institution are insured by the Federal Deposit Insurance Corporation for up to $250,000. At December 31, 2017, the Company had uninsured cash balances amounting to $0. The Company has not experienced any losses to date as a result of this policy.

NOTE 3 PROPERTY AND EQUIPMENT

As of December 31, 2017, property and equipment consists of the following:

Furniture and Fixtures	$ 45,755
Office Equipment	68,837
Equipment	170,987
Automobiles	18,500
Leasehold Improvements	103,479
	407,558
Less: Accumulated Depreciation	17,686
Total Property and Equipment, net	$ 389,872

Depreciation expense as of December 31, 2017 is $17,686.

NOTE 3 PROPERTY AND EQUIPMENT (cont.)

Depreciation of property and equipment is provided utilizing the straight-line method over the estimated useful lives of the respective assets, and equipment held under capital leases is amortized over the lower of their related lease terms or their estimated productive lives as follows:

	Years
Furniture and Fixtures	5-7
Office Equipment	5
Equipment	5
Automobiles	5
Leasehold Improvements	15

NOTE 4 GOODWILL

During the year ended December 31, 2017, the Company adopted the accounting alternative for the subsequent measurement of goodwill provided in FASB ASC 350-20. Under this accounting alternative, the Company began amortizing goodwill on a straight-line basis over 10 years and only evaluates goodwill for impairment when a triggering event occurs. During the year ended December 31, 2017, no triggering events occurred requiring impairment testing. As such, no impairment loss was recorded.

NOTE 5 LONG TERM DEBT

Long term debt of the Company consists of the following at December 31, 2017:

	Total	Current	Long Term
Note payable to an entity, payable in monthly installments of $4,243, including interest at 5.00% per annum, though September, 2023, unsecured by collateral.	$ 392,129	$ 32,461	$ 359,668
Note Payable to an entity, accruing interest at 14.00% per annum, payable in quarterly interest-only installments, payable in full in one lump sum in September, 2022, collateralized by all Company assets.	2,900,000	-	2,900,000
Total long term debt	$3,292,129	$ 32,461	$3,259,668

NOTE 5 LONG TERM DEBT (cont.)

The following is a summary of principal maturities of long term debt:

Periods Ending December 31,	
2018	$ 32,461
2019	34,085
2020	35,789
2021	37,578
Thereafter	3,152,216
Total	$3,292,129

The Note Payable agreement contains, among other provisions, certain restrictive covenants. The company was in compliance for the period ended December 31, 2017.

NOTE 6 CONVERTIBLE NOTE PAYABLE

In September, 2017, the Company entered into a subordinated convertible promissory note agreement with Corporate Caterers, Inc., whereby the Company borrowed $250,000. Proceeds received by the Company are in consideration for a convertible promissory note issued to the investor. The maturity date is September, 2023 and interest accrued at 10% per annum throughout the term of the note. Corporate Caterers, Inc. may, at any time and in its sole discretion, convert all, but not less than all, the outstanding principal and accrued interest into two hundred thirty thousand (230,000) Common Units.

NOTE 7 LEASES

The Company is obligated under various operating leases for its office buildings, commencing in September, 2017. Rental expense for the period was $59,701. Security deposits as of December 31, 2017 was $29,301.

Aggregate annual rental payments on future lease commitments at December 31, 2017 were as follows:

Periods Ending December 31,	
2018	$ 234,249
2019	188,771
2020	158,156
2021	126,623
Thereafter	37,348
Total	$ 745,147

NOTE 8 RETIREMENT PLAN

The Company maintains a simple IRA plan (the Plan) for all employees who have completed one year of service. Participants may make voluntary contributions up to the maximum amount allowable by law. The Company elects to match up to 3% of the employees' annual earnings and up to the maximum of $10,000 per year per employee. The Company contributed a total of $4,153 to the Plan for the year ended December 31, 2017.

CORPORATE CATERERS, LLC AND AFFILIATES

Consolidating Balance Sheet
December 31, 2017

Assets	Corporate Caterers, LLC	Corporate Caterers Franchisor, LLC	Corporate Caterers Boca Raton, LLC	Corporate Caterers Miami, LLC	Consolidating and Eliminating Entries	Consolidated
Current Assets						
Cash	$ 124,085	$ 206,122	$ 133,224	$ 153,149	$ -	$ 616,580
Accounts Receivable, net	-	24,618	61,193	211,627	(3,168)	294,270
Inventory	-	-	-	13,805	-	13,805
Prepaid Expense	-	26,466	8,426	22,630	-	57,522
Loans Receivable	-	55,578	-	-	-	55,578
Total Current Assets	124,085	312,784	202,843	401,211	(3,168)	1,037,755
Property and Equipment, net	-	2,711	104,336	282,825	-	389,872
Other Assets						
Intangible Assets, net	-	428,026	626,451	1,887,329	-	2,941,806
Security Deposits	-	-	6,121	23,180	-	29,301
Total Other Assets	-	428,026	632,572	1,910,509	-	2,971,107
Total Assets	$ 124,085	$ 743,521	$ 939,751	$ 2,594,545	$ (3,168)	$ 4,398,734
Liabilities and Equity						
Current Liabilities						
Accounts Payable	$ 21,000	$ 35,458	$ 43,973	$ 107,373	$ (3,168)	$ 204,636
Accrued Expenses	45,367	956	19,505	39,015	-	104,843
Credit Cards Payable	-	-	6,282	6,923	-	13,205
Current Portion of Notes Payable	32,461	-	-	-	-	32,461
Total Current Liabilities	98,828	36,414	69,760	153,311	(3,168)	355,145
Long Term Liabilities						
Convertible Note Payable	250,000	-	-	-	-	250,000
Notes Payable, less current portion	3,259,668	-	-	-	-	3,259,668
Total Long Term Liabilities	3,509,668	-	-	-	-	3,509,668
Total Liabilities	3,608,496	36,414	69,760	153,311	(3,168)	3,864,813
Members' Equity	(3,484,411)	707,107	869,991	2,441,234	-	533,921
Total Liabilities and Members' Equity	$ 124,085	$ 743,521	$ 939,751	$ 2,594,545	$ (3,168)	$ 4,398,734

See accompanying independent auditor's report and notes to financial statements.

CORPORATE CATERERS, LLC AND AFFILIATES

Consolidating Statement of Income and Retained Earnings
For the period ended December 31, 2017

	Corporate Caterers, LLC	Corporate Caterers Franchisor, LLC	Corporate Caterers Boca Raton, LLC	Corporate Caterers Miami, LLC	Consolidating and Eliminating Entries	Consolidated
Sales	$ -	$ 395,480	$ 601,229	$ 1,544,585	$ (43,274)	$ 2,498,020
Cost of Goods Sold	-	-	200,381	484,050	-	684,431
Gross Profit	-	395,480	400,848	1,060,535	(43,274)	1,813,589
Operating Expenses	31,609	282,031	336,922	1,060,394	(43,274)	1,667,682
Operating Income (Loss)	$ (31,609)	$ 113,449	$ 63,926	$ 141	$ -	$ 145,907
Other Income (Expense)						
Interest Income	-	578	-	7	-	585
Interest Expense	(126,141)	-	-	-	-	(126,141)
Other Income	-	-	1,216	2,354	-	3,570
Total Other Income (Expense)	(126,141)	578	1,216	2,361	-	(121,986)
Net Income/(Loss)	$ (157,750)	$ 114,027	$ 65,142	$ 2,502	$ -	$ 23,921
Members' Equity, September 21, 2017	-	-	-	-	-	-
Members' Contributions (Distributions)	(3,326,661)	593,080	804,849	2,438,732	-	510,000
Members' Equity, December 31, 2017	$ (3,484,411)	$ 707,107	$ 869,991	$ 2,441,234	$ -	$ 533,921

See accompanying independent auditor's report and notes to financial statements.

CORPORATE CATERERS, LLC AND AFFILIATES

Consolidating Statement of General and Administrative Expenses
For the period ended December 31, 2017

General and Administrative Expenses	Corporate Caterers, LLC	Corporate Caterers Franchisor, LLC	Corporate Caterers Boca Raton, LLC	Corporate Caterers Miami, LLC	Consolidating and Eliminating Entries	Consolidated
Advertising	$ -	$ 76,950	$ 7,768	$ 19,271	$ (21,970)	$ 82,019
Amortization	-	16,437	24,256	73,052	-	113,745
Automobile	-	2,636	17,321	73,430	-	93,387
Bank and Merchant Charges	1,185	251	13,353	37,186	-	51,975
Charitable Contributions	-	-	-	8,084	-	8,084
Commissions	-	7,500	3,785	11,972	-	23,257
Computer	-	34,367	1,585	3,203	-	39,155
Depreciation	-	168	6,161	11,357	-	17,686
Dues and Subscriptions	-	2,547	313	1,557	-	4,417
Employee Benefits	-	1,229	3,879	17,794	-	22,902
Equipment Rental	-	-	1,439	4,187	-	5,626
Insurance	-	2,079	5,731	15,454	-	23,264
Management Fees	23,100	21,304	-	-	(21,304)	23,100
Office	-	1,800	7,350	21,212	-	30,362
Outside Services	-	-	150	2,082	-	2,232
Payroll	-	65,846	189,887	578,511	-	834,244
Printing	-	409	745	10,139	-	11,293
Professional Fees	6,250	26,387	12,037	41,841	-	86,515
Rent	-	-	16,371	43,330	-	59,701
Repairs and Maintenance	-	-	10,380	28,589	-	38,969
Retirement	-	291	759	3,103	-	4,153
Supplies	-	2,950	319	6,448	-	9,717
Taxes and Licenses	-	300	1,047	5,531	-	6,878
Telephone	-	524	2,129	13,582	-	16,235
Travel and Meals	1,074	18,056	1,116	9,929	-	30,175
Utilities	-	-	9,041	19,550	-	28,591
	$ 31,609	$ 282,031	$ 336,922	$ 1,060,394	$ (43,274)	$ 1,667,682

Income Statement
Month Ended February, 2020

	Month February	YTD Thru 2/29
Income		
CCF	159,957	310,627
Miami	393,428	751,221
Boca	156,016	278,320
Call Center	32,921	62,216
New Franchise Fees	1,500	1,500
Total Income	**743,821**	**1,403,884**
COGS		
Miami	118,702	241,084
Boca	48,277	83,523
Franchise Commissions	-	-
Total COGS	**166,979**	**324,607**
Gross Profit		
CCF	159,957	310,627
Miami	274,725	510,137
Boca	107,739	194,797
Call Center	32,921	62,216
Net Franchise Fees	1,500	1,500
Total Gross Profit	**576,842**	**1,079,278**
Expenses		
CCF	152,629	309,631
Miami	229,846	440,131
Boca	90,103	165,218
Call Center	32,181	63,520
Other	(330)	676
Total Expenses	**504,428**	**979,175**
EBITDA		
CCF (plus Other)	8,498	1,821
Miami	44,880	70,005
Boca	17,637	29,579
Call Center	740	(1,304)
TOTAL EBITDA	**71,754**	**100,102**
Less: SCC Management Fees	7,000	14,000
Less: Gemini BOD Fees	-	-
Less: Depreciation & Amotization	41,011	81,665
Less: Interest	28,104	56,219
Less: Deferred Interest	13,237	26,473
Add: Other Income	974	3,975
Net Income (Loss)	**(16,623)**	**(74,280)**

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD REVIEWED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Balance Sheet
For The Month Ended:

	February-20	December-19
ASSETS		
Current Assets		
Cash	289,670	381,393
Accounts Receivable	224,207	213,777
Other Current Assets	136,745	96,731
Total Current Assets	**650,623**	**691,901**
Total Fixed Assets	740,044	745,546
Total Other Assets	1,807,110	1,861,182
TOTAL ASSETS	**3,197,776**	**3,298,629**
LIABILITIES & EQUITY		
Current Liabilities		
Accounts Payable	353,521	489,734
Credit Cards	992	4,565
Other Current Liabilities	183,819	88,381
Total Current Liabilities	**538,333**	**582,679**
Long Term Liabilities		
Gemini Note	3,200,800	3,179,369
Promissory Note A	319,739	325,583
Promissory Note B	315,104	310,062
Due to Related Companies	-	-
Deposits on Franchise Sales	-	-
Total Long Term Liabilities	**3,835,643**	**3,815,015**
Total Liabilities	**4,373,976**	**4,397,694**
Equity		
Shareholder Contributions	510,000	510,000
Retained Earnings	(1,610,420)	(719,620)
Net Income	(75,780)	(889,444)
Total Equity	**(1,176,200)**	**(1,099,065)**
TOTAL LIABILITIES & EQUITY	**3,197,776**	**3,298,629**

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD REVIEWED THESE FIGURES OR E PRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

GUARANTEE OF PERFORMANCE

For value received, Corporate Caterers, LLC, a Delaware limited liability company (the "Guarantor"), located at 13335 SW 124th Street, Suite 201, Miami, Florida 33186, absolutely and unconditionally guarantees to assume the duties and obligations of Corporate Caterers Franchisor, LLC, a Florida limited liability company, located at 13335 SW 124th Street, Suite 201, Miami, Florida 33186 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its Franchise Disclosure Document issued April 16, 2020, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever occurs first. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. The guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor executes this guarantee at Miami, Florida on the 16th day of April, 2020.

GUARANTOR: **Corporate Caterers, LLC**

By: ______________________

Print Name: Greg Halton

Print Title: President

EXHIBIT C
CORPORATE CATERERS OPERATIONS MANUAL TABLE OF CONTENTS

CORPORATE CATERERS

Operations Manual

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EXHIBIT D
FRANCHISE AGREEMENT

CORPORATE CATERERS FRANCHISOR, LLC

FRANCHISE AGREEMENT

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ATTACHMENTS

Guaranty of Your Principals

Attachment A: Authorized Location, Assigned Area, Opening Date and Map of Assigned Area

Attachment B: Statement of Ownership Interests

Attachment C: Confidentiality and Non-Compete Agreement

Attachment D: Authorization Agreement for Electronic Funds Transfer (EFT)

Attachment E: Acknowledgment Addendum

CORPORATE CATERERS FRANCHISOR, LLC

FRANCHISE AGREEMENT

____

Franchisee

____

____

Street

____

City

____

State *Zip*

____

Phone Number

Date of this Agreement: _____________, 2016

THIS FRANCHISE AGREEMENT (this "Agreement") is signed between Corporate Caterers Franchisor, LLC, a Florida limited liability company ("we," "us" or "our") and the Franchisee identified above ("you" or "your").

BACKGROUND

A. We have acquired the right to own, operate and franchise a distinctive system relating to the establishment and operation of catering locations (the "Franchised Business") under the name and mark "Corporate Caterers" specializing in freshly prepared food featuring breakfast and lunch items for business and commercial catering (the "System");

B. The distinguishing characteristics of the System include confidential recipes, procedures, and specifications for preparing food products and for operations; inventory, delivery and management control methods; initial and ongoing training, advertising services and assistance; all of which we may change, improve and further develop from time to time;

C. We have determined to continue the expansion of the System by granting franchises using certain trade names, service marks, trademarks, symbols, and logos, including to the mark "Corporate Caterers" and other trade names, service marks and trademarks as we may develop in the future to identify for the public the source of services and products marketed under these marks and under the System and representing the System's high standards of quality, appearance and service (collectively, the "Proprietary Marks");

D. You understand and acknowledge the importance of our high standards of quality, cleanliness, appearance and customer service, and the necessity of operating the business franchised under this Agreement in conformity with our standards and specifications; and

E. You desire to use the System in connection with the operation of a Franchised Business under the name "Corporate Caterers" at the site specified under this Agreement as well as to receive the training and other assistance we provide.

TERMS

The parties agree as follows:

1. GRANT

A. We grant to you, upon the terms and conditions in this Agreement, the right and license to develop and operate a Franchised Business identified by the "Corporate Caterers" Trademark or such other mark as we may direct only at the location described in Attachment A or at another site we may approve (the "Authorized Location"). You accept the license and undertake the obligation to operate the Franchised Business at the Authorized Location using the Proprietary Marks and the System in compliance with the terms and conditions of this Agreement.

B. The specific street address of the Authorized Location is set forth in Attachment A, or filled-in when a location is identified. You will not relocate the Franchised Business without our express prior written consent. This Agreement does not grant to you the right or license to operate or to offer or sell any products or services described under this Agreement at or from any other location.

C. You must locate and operate the Franchised Business at the Authorized Location within the area described in Attachment A (the "Assigned Area"). The license granted to you in this Section 1 is limited to the right to develop and operate one Franchised Business at the Authorized Location located in the Assigned Area, and does not grant to you any right to: (i) sell products identified by the Proprietary Marks from any location other the Authorized Location, (ii) sell products identified by the Proprietary Marks to any person or entity for resale or further distribution, or (iii) exclude, control or impose conditions on our development of future franchised, company or affiliate owned catering businesses at any time or at any location, subject to any restrictions outlined in this Section 1. You do not have any right to sublicense or subfranchise within or outside of the Assigned Area and do not have the right to operate more than one Franchised Business within the Assigned Area. In the event you do business with a customer in another franchisee's assigned area, you will be in default of this Agreement and will be required to pay the infringed franchisee, our then current infringement fee.

D. During the term of this Agreement, and except as provided in this subsection 1.D, we and our affiliates will not locate and operate or grant to anyone else the right to locate and operate a catering business operating under the Proprietary Marks within your Assigned Area. You acknowledge and agree that we and our affiliates have the right to operate and franchise others the right to operate catering businesses or any other business within and outside the Assigned Area under marks other than the Corporate Caterers Proprietary Marks, without compensation to any franchisee, except that our operation of, or association or affiliation with, businesses (through franchising or otherwise) in the Assigned Area that compete with Corporate Caterers' businesses will only occur through some form of merger or acquisition with an existing catering business. Outside of the Assigned Area, we and our affiliates have the right to grant other franchises or develop and operate company or affiliate owned Corporate Caterers businesses and offer, sell or distribute any products or services associated with the System (now or in the future) under the Proprietary Marks or any other trademarks, service marks or trade names or through any distribution channel or method, all without compensation to any franchisee.

2. TERM AND RENEWAL

A. The initial term of this Agreement is 10 years, unless this Agreement is sooner terminated in accordance with paragraph 16. The initial term commences on the date of this Agreement (the "Agreement Date") as set forth on page 1 of this Agreement.

B. You may renew the franchise granted under this Agreement for 3 additional terms of 10 years each, each renewal term to begin upon the expiration of the initial or prior renewal term, provided that with respect to each renewal the following conditions, all of which (as we determine) must be satisfied before renewal:

1. You must give us written notice of your election to renew not less than 6 months or more than 12 months before the end of the initial or renewal term;

2. You perform any items of modernization and/or replacement of the Authorized Location, equipment, fixtures, furnishings, supplies and other products and materials required for the operation of your Franchised Business to conform to the standards then applicable to new franchised businesses, regardless of the cost of such modernization/replacement;

3. You are not in default of any provision of this Agreement or any other agreement between you and us or our subsidiaries or affiliates at the time of renewal;

4. You have satisfied all monetary obligations owed by you to us or our subsidiaries and affiliates under this Agreement and any other agreement between you and us or our subsidiaries or affiliates at the time of renewal;

5. You must present evidence satisfactory to us that you have the right to remain in possession of the Authorized Location for the duration of the renewal term or assume in writing the risk that you will locate, before the expiration of your then current lease, an alternative site within the Assigned Area which is reasonably satisfactory to us;

6. You must sign our then-current form of franchise agreement for the applicable renewal term, which agreement may contain terms different from this Agreement including higher royalty and advertising fees;

7. You will pay, in lieu of an initial franchise fee, a renewal fee equal to 25% of the then current initial franchise fee;

8. You and your Principals sign a general release of claims in a form we prescribe; and

9. You shall comply with our then-current qualification and training requirements.

3. OUR DUTIES

We will provide the following services and assistance to you:

A. The following site selection assistance:

1. Our written site selection guidelines and such site selection counseling and assistance as we deem advisable; and

2. An on-site evaluation as we may deem necessary on our own initiative or in response to your reasonable request for site approval; provided, however, that we will not provide on-site evaluation for any proposed site before the receipt of all required information and materials concerning the site prepared according to Section 7. We will provide site evaluations for your Authorized Location as follows: (i) within the State of Florida, up to 3 evaluations at no additional charge; (ii) within a 1,000 mile radius of Miami, Florida, but outside of Florida, up to 2 evaluations at no additional charge; and (iii) beyond a 1,000 mile radius of Miami, Florida, but outside of Florida, 1 evaluation at no additional charge. Thereafter, if we deem site evaluation is necessary or if you request, you must pay a reasonable fee for each additional on-site evaluation and reimburse us for all reasonable expenses in connection within such on-site evaluation, including the cost of travel, lodging, meals, and wages, but not to exceed $1,000 per evaluation.

B. We will loan to you a set of prototypical design plans and specifications for a Corporate Caterers franchised business. You will independently and, at your expense, have the design plans and specifications adapted for construction or remodeling, if necessary, of the Authorized Location in accordance with Subsection 7.E.

C. An initial training program for certain of your personnel in accordance with Section 9 and make available other training programs and seminars as we deem appropriate.

D. Assistance and advice concerning the Equipment Package and other equipment and opening inventory selection and purchasing in connection with the opening of the Franchised Business.

E. On-site opening supervision and assistance in the Franchised Business as set forth in Section 9.

F. We administer the system-wide marketing fund in accordance with Subsection 5.B.

G. Make available to you certain advertising and promotional materials and information we develop for your use in marketing and conducting local advertising for your Franchised Business at a reasonable cost to you. We have the right to review and approve or disapprove all advertising and promotional materials that you propose to use pursuant to Section 5.

H. Loan to you 1 set of the Confidential Franchise Operations and Procedures Manual and other manuals, and written materials, as we may develop for use in the Franchised Business (as the same may be revised by us from time to time, the "Manuals"), as more fully described in Section 11.

I. We may create training and other instructional materials. Upon request, we will make available to you copies of these materials on loan or for purchase, subject to our approval and at the cost as we make these materials available to other franchisees operating under the System.

J. From time to time, conduct meetings, seminars and other related activities regarding the operation of the Franchised Business for franchisees generally, which you may attend if you are compliant with the terms of this Agreement. Except as we approve, any costs incurred by you or your personnel in attending these events are your responsibility. Any training materials relating to these meetings and seminars will be made available to you, on loan, or at a cost as we make these materials available to other franchisees operating under the System.

K. We will provide you with advice and written materials concerning techniques of managing and operating the Franchised Business, including new developments and improvements in restaurant equipment, food products, preparation, packaging and marketing.

L. A list of approved suppliers as described in Subsection 8.H as we may modify from time to time.

4. FRANCHISE AND ROYALTY FEES

A. As partial consideration for the rights granted under this Agreement you will pay to us:

1. An initial franchise fee of $49,500 upon signing this Agreement. The initial franchise fee is nonrefundable, except as otherwise provided in Subsections 7.C and 9.A.

2. A continuing weekly nonrefundable royalty fee equal to 5% of the Gross Sales, as defined in Subsection 4.C of your Franchised Business for each 7-day calendar week period (the "Sales Period").

B. 1. You will submit: (a) a statement (the "Statement of Gross Sales or Fees") setting forth (i) the Franchised Business's Gross Sales for each Sales Period, (ii) the amount of the royalty fee as required by Subsection 4.A.2, and (iii) the System-wide Marketing Fee, if required under Subsection 5.B; and (b) the payment of royalty and System-wide Marketing Fees, on or before each Wednesday following each Sales Period, provided that the day is a business day. A business day for the purpose of this Agreement means any day other than Saturday, Sunday or the following national holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving and Christmas. If the date on which payments would otherwise be due is not a business day, then payment is due on the next business day. You are not entitled to withhold any payments due to us on grounds of alleged non-performance by us under this Agreement.

2. All payments required under this Section must be made by electronic funds transfer (EFT) from your business bank account to the bank account we designate or in such other manner as we may determine (see Attachment D).

3. If any payment or fee due under this Agreement is not paid by you within 7 days following the date it is due, or if any payment is not made in good and collected funds, you will pay to us, in addition to the overdue amount, interest on the amount from the date it was originally due until paid at the rate of 18% per annum, or the maximum rate permitted by law, whichever is less. Any failure to comply with this Section is a material event of default under Section 16. Entitlement to interest is in addition to any other remedies we may have, in law or in equity, arising under this Agreement or otherwise.

C. "Gross Sales" means all revenue from the sale of services and products by delivery and otherwise, including the sale of food and beverages and the sale of merchandise (for example, prepackaged food products, etc.) and all other income of whatever nature or kind relating to the Franchised Business, whether for cash or credit and regardless of collection in the case of credit; provided that Gross Sales does not include any sales tax or other taxes collected from your customers and paid to the appropriate taxing authority, employee meals and the discounts offered for meals purchased with promotional coupons we approve. We may, from time to time, in writing, permit certain other items to be excluded from Gross Sales. Any permission may be revoked or withdrawn at any time in writing by us.

D. Except as we otherwise approve in writing, your Franchised Business must maintain minimum Gross Sales of $450,000 after the third calendar year, and each calendar year thereafter, under the term of this Agreement. There is no minimum Gross Sales requirement for your first two calendar years. Failure to attain these minimum Gross Sales levels will constitute a default under the Agreement and you will be required to pay the shortfall royalty of those Gross Sales levels within 10 days upon written notice or face immediate termination under Section 16.B.1. For purposes of this Agreement, shortfall royalty means the difference between the royalties Franchisor would have received had the Franchisee met the minimum Gross Sales and the actual royalty fee paid by Franchisee.

5. ADVERTISING AND RELATED FEES

You agree to actively promote your Franchised Business, to abide by all of our advertising requirements and to comply with the following provisions:

A. We may from time to time, in addition to the System-wide Marketing Fund referred to below, develop and administer advertising and marketing promotion programs designed to promote and enhance the collective success of all franchised and company-owned businesses operating under the System. You have the right to participate actively in all advertising and sales promotion programs, but only in accordance with the terms and conditions we establish for each program. In all aspects of these programs, including the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications we establish are final and binding upon you.

B. We administer a System-wide Marketing Fund (the "Fund") for the purpose of advertising the System on a local, regional or national basis. You must contribute to the Fund an amount of 2% of the Gross Sales of your Franchised Business, the fee to be paid in the manner set forth in Subsection 4.B. We reserve the right to increase the System-Wide Marketing Fee to 3% at any time upon 60 days' written notice to you. You agree that the Fund is not a trust or escrow account and neither we nor our designee have a fiduciary obligation to franchisees with respect to the Fund; provided, however, we will make a good faith effort to expend such fees in a manner that we determine is in the general best interest of the System. In addition to the System-Wide Marketing Fee, you must pay to us a Marketing Automation Fee of $150-$300 per month for services related to third party technology to support customer related marketing efforts.

We or our designee will maintain and administer the Fund as follows:

1. You agree and acknowledge that the Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks and enhance the collective success of all businesses operating under the System. In administering the Fund, our designees and we undertake no obligation to make expenditures for you, that are equivalent or proportionate to your contribution or to ensure that any particular franchisee benefits directly or commensurately from the placement of advertising.

2. You agree that the Fund may be used to satisfy all costs of maintaining, administering, directing and preparing advertising including the cost of preparing and conducting television, radio, magazine and newspaper advertising campaigns; direct mail and outdoor billboard advertising, public relations activities; employing advertising agencies to assist; costs of our personnel and other departmental costs for advertising that is internally administered or prepared by us; costs of providing other advertising materials to the businesses operated under the System; and costs of maintaining a national "800" customer and/or franchisee service telephone number. We may be reimbursed for administrative costs and overhead incurred in administering the Fund.

3. We will contribute to the Fund amounts equal to your required percentages for each similarly situated company-owned and affiliate-owned business.

4. An unaudited statement of the operations of the Fund will be prepared annually by us and made available to you upon written request.

C. You will expend not less than 1% of your Gross Sales on local advertising and promotion of your Franchised Business. You will furnish to us, upon request, invoices and supporting documentation evidencing your local advertising expenditures.

D. All advertising and promotion by you in any medium must be conducted in a dignified manner and conform to the standards and requirements set forth in the Manuals or as we otherwise state in writing. You must obtain our approval of all advertising and promotional plans and materials before use if we have not prepared the plans and materials or we previously approved the materials during the 6 months before their proposed use. You will submit unapproved plans and materials to us and we will approve or disapprove the plans and materials within 15 business days of our receipt of these items. You will not use unapproved plans or materials until they have been approved us. You will promptly discontinue the use of any advertising or promotional plans or materials, regardless of whether previously approved, upon notice from us.

E. You may only advertise in media located in your Assigned Area or that includes your Assigned Area but extends beyond your Assigned Area. For example, advertising in a newspaper whose circulation reaches customers inside and outside your Assigned Area is permitted. However, you cannot conduct business in another franchisee's assigned area unless you pay that franchisee the then current infringement fee, which will be a percentage of the Gross Sales from that customer. If the area outside your Assigned Area is a Greenfield (an area in which there is no other Corporate Caterers franchisee) you may service any customer you obtain, but you must either transfer the account or pay the invasion fee if the area later comes within another franchisee's assigned area. Any disputes between franchisees in this regard will be resolved by us and our decision is final.

G. Use of the World Wide Web.

You must, at your expense, participate in our Corporate Caterers website on the Internet, our intranet system, or other online communications as we may require. We have the right to determine the content and use of our website and intranet system and will establish the rules under which franchisees must participate. You may not separately register any domain name containing any of the Proprietary Marks nor participate in any website that markets goods and services similar to a Corporate Caterers business. We retain all rights relating to our website and intranet system and may alter or terminate our website or intranet system. Your general conduct on our website and intranet system or other online communications (including through social media) and specifically your use of the Proprietary Marks or any advertising is subject to the provisions of this Agreement. You acknowledge that certain information relating to your participation in our website or intranet system may be considered confidential, including access codes and identification codes. Your right to participate in our website and intranet system, or otherwise use the Proprietary Marks or System on the Internet or other online communications, will terminate when this Agreement expires or terminates.

H. You have the right to sell your catering services, products and merchandise at any prices you determine and are not bound by any price that we may recommend or suggest. We may, from time to time, suggest prices for the offer and sale of any menu items, products, merchandise and services. We have the right to modify the standard menu format which will give us the right to establish prices, both minimum and maximum, subject to applicable law. Any such modification will be in writing unless we so modify our standard menu format, and any list or schedule of prices we furnish to you is a recommendation only and any decision you make to accept or reject the suggestion will not affect the relationship between us.

6. YOUR ORGANIZATION

A. 1. If you are a business entity (an "Entity"), you represent, warrant and covenant that:

a. You are duly organized and validly existing under the state law or your formation;

b. You are duly qualified and are authorized to do business in each jurisdiction in which your business activities or the nature of the properties owned by you require qualification;

c. Your organizational documents must provide that your activities include the development and operation of a Franchised Business;

d. The ownership interest are accurately and completely described in Attachment B.

7. SITE SELECTION, PLANS AND CONSTRUCTION

A. You assume all cost, liability, expense and responsibility for locating, obtaining and developing the Authorized Location and for constructing and equipping the Authorized Location. You will not make any binding commitment to a prospective vendor or lessor of real estate with respect to a site for your Franchised Business unless we consent to the site as set forth below.

B. 1. Before acquiring by lease or purchase a site for your Franchised Business, the site must satisfy the site selection guidelines provided to you pursuant to Subsection 3.A. You will submit to us in the form we specify a description of the site, including evidence satisfactory to us demonstrating that the site satisfies our site selection guidelines, together with any other information and materials as we may reasonably require, including a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the site. Recognizing that time is of the essence, you agree that you will submit the information and materials for the proposed site to us for our consent no later than 90 days after signing this Agreement. We have 15 days after receipt of this information and materials to disapprove the proposed site for the Franchised Business. No site may be used for the Franchised Business unless we first consent to the site in writing. Approval of a prospective site does not mean or imply that we guarantee or promise that the site will achieve any specific level of sales.

2. Your failure to acquire the site for the Franchised Business within the time stated in Subsection 7.C and in the manner required in Subsection 7.B.1 constitutes a material event of default under this Agreement.

3. After we approve a site for the Franchised Business and the site is acquired by you according to this Agreement, the site will be described in Attachment A.

C. Within 90 days after signing this Agreement, you must acquire by purchase or lease, at your expense, a site for the Franchised Business unless we consent in writing to a longer period of time. If you fail to acquire an approved site within 90 days, either party may, during the 30-day period following the expiration of the 90-day time period terminate this Agreement effective immediately upon notice to the other party unless we extend the time period. We then will return to you up to 75% of the initial franchise fee you paid. We will refund this amount within 30 days after the effective date of termination. Any refund will occur solely as a result of your failure to acquire an approved site for the Franchised Business in accordance with this Section and will not occur as a result of any other failure to act or action taken by you or for any other reason. We are not obligated to return any fees if we terminate this Agreement pursuant to any other term of this Agreement or by you for any reason other than those reasons expressly set forth in this Section or in Subsection 9.A.

D. You are responsible for obtaining all zoning and regulatory approvals which may be required by state or local laws, ordinances or regulations or which may be necessary as a result of any restrictive covenants relating to the Authorized Location. Before beginning the construction or remodeling of your Authorized Location, you will (i) obtain all permits, licenses and certifications required for the lawful construction or remodeling and operation of the Franchised Business and (ii) certify to us in writing that the insurance coverage specified in Section 14 is in full force and effect and that all required approvals, clearances, permits and certifications have been obtained. Upon request, you will provide to us additional copies of your insurance certificates of insurance and copies of all approvals, clearances, permits and certifications.

E. You must independently obtain any architectural, engineering and design services you deem necessary for the construction of your Franchised Business at your own expense. You will adapt the prototypical design plans and specifications we provide to you for construction of your Franchised Business and submit the adapted plans to us for review. If we determine that any plans are not consistent with the best interests of the System, we may prohibit the implementation of the plans, and will notify you of any objection within 15 days of receiving the plans. If we fail to notify you of an objection to the plans within this time period, you may use the plans. If we object to any plans, we will provide you with a list of changes necessary to make the plans acceptable. We will, upon a resubmission of the plans with the changes, notify you within 15 days of receiving the resubmitted plans whether the plans are acceptable. If we fail to notify you of any objection within this time period, you may use the resubmitted plans.

F. In the event you plan to enter into any type of lease for the Franchised Business, you must provide us with a copy of the executed lease within 5 days of its execution. We have no responsibility for the lease; it is your sole responsibility to evaluate, negotiate and enter into the lease for the Franchised Business premises.

G. You will diligently pursue construction or remodeling of your Franchised Business. During the time of construction or remodeling, you will provide us with periodic reports regarding the progress of the construction or remodeling as we may reasonably request. In addition, we may make on-site inspections, as we deem reasonably necessary to evaluate your progress. You will notify us of the scheduled date for completion of construction or remodeling no later than 15 days before that date. Within a reasonable time after the date of completion we will, at our option, conduct an inspection of the Franchised Business. You acknowledge and agree that you will not open your Franchised Business without our written authorization and that our authorization to open is conditioned upon your strict compliance with this Agreement.

H. You acknowledge that time is of the essence with respect your performance under this Agreement. Subject to your compliance with the conditions stated below, you will open your Franchised Business and begin business within 9 months after signing this Agreement, unless we give you an extension of the time period in writing. Before opening, you will complete all exterior and interior preparations for your Franchised Business, including installation of equipment, fixtures, and furnishings, pursuant to the plans and specifications we approved, and comply with all other pre-opening obligations to our satisfaction. If you fail to comply with any of these obligations, we have the right to prohibit you from beginning business. Your failure to open your Franchised Business and begin business in accordance with all the foregoing is deemed a material event of default under this Agreement.

8. LOCATION OPERATIONS

A. Upon signing this Agreement, you will designate and retain an individual to serve as your Operating Principal. The Operating Principal is the individual who has the authority to, and does in fact actively direct your business affairs in regard to the Franchised Business, is responsible for overseeing the general management of the day-to-day operations of the Franchised Business and has authority to sign on your behalf all contracts and commercial documents. If you are an individual, you shall perform all obligations of the Operating Principal. If you are an Entity, the Operating Principal will, at all times during which he serves as Operating Principal, directly or indirectly beneficially own at least 51% of each class of your Equity Interests.

1. You and each of your Principals (defined in Section 25.F) will not, during the term of this Agreement and thereafter, communicate or divulge to, or use for the benefit of, another person, persons, or entity any confidential information, knowledge or know-how concerning the methods of development and operation of a franchised business which may be communicated to you or any of your Principals or of which they may be apprised under this Agreement. You and each of your Principals will disclose the confidential information only to your Principals and your personnel who must have access to it in connection with their employment with you. Any information, knowledge, know-how, techniques and any materials used in or related to the System which we communicate to you or your Principals is deemed confidential for the purposes of this Agreement. Confidential information also includes "Customer Information" as defined below. Neither you nor your Principals will at any time, without our prior written consent, copy, duplicate, record or otherwise reproduce these materials or information, in whole or in part, nor otherwise make them available to any unauthorized person. The covenant in this Subsection survives the expiration, termination or transfer of this Agreement or any interest in this Agreement and be perpetually binding upon you and each of your Principals.

"Customer Information" means any contact information (including name, address, phone and fax numbers, and e-mail addresses), sales and payment history, and all other information about any customer. We own all Customer Information and may use the Customer Information as we deem appropriate (subject to applicable law), including sharing it with our affiliates for cross-marketing or other purposes. You may only use Customer Information to the extent necessary to perform your obligations under this Agreement during the term hereof and subject to such restrictions as we may from time to time impose and in compliance with all data privacy, security and other applicable laws. Without limiting the foregoing, you agree to comply with applicable law in connection with your collection, storage and your use and our use of such Customer Information, including, if required under applicable law, obtaining consents from Customers to our and our affiliates' use of the Customer Information. You must comply with all laws and regulations relating to data protection, privacy and security, including data breach response requirements ("Privacy Laws"), as well as data privacy and security policies, procedures and other requirements we may periodically establish. You must notify us immediately of any suspected data breach at or in connection with the Business or the business operated at the Business. You must fully cooperate with us and our counsel in determining the most effective way to meet our standards and policies pertaining to Privacy Laws within the bounds of applicable law. You are responsible for any financial losses you incur or remedial actions that you must take as a result of breach of security or unauthorized access to Customer Information in your control or possession.

2. At our request, you will require your Operating Principal and any of your personnel and any holder of an equity interest of any class of the securities of you and any entity directly or indirectly controlling you, if you are an entity having access to any of our confidential information, to sign covenants

that they will maintain the confidentiality of the information they receive in connection with their relationship with you. The covenants are substantially in the form set forth in Attachment C.

3. Any violation of Subsection 8.A.4, will be a default of this Agreement. (See also Subsection 12.D.)

4. You will comply with all requirements of federal, state and local laws, rules and regulations.

5. If you operate only 1 Franchised Business, the Operating Principal must devote full time and best efforts to the supervision and management of the Franchised Business, unless we agree to allow you to designate a full-time manager to carry out the day-to-day management and supervision of the Franchised Business. If you operate 2 or more Franchised Businesses, you must appoint at least 1 manager per Franchised Business to carry out the day-to-day management and supervision. Any manager must be appointed in a timely manner in order to satisfy a manager's initial training obligations set forth in Section 9. In addition, any manager must devote full time and best efforts to the daily management and supervision of the Franchised Business. The Operating Principal will sign this Agreement as one of your Principals and be individually and jointly and severally bound by all of your obligations, the Operating Principal and your Principals under this Agreement.

6. The Operating Principal and any manager must satisfy the training requirements set forth in Section 9. If the Operating Principal or any manager is not able to continue to serve in that capacity or no longer qualifies to act as such in accordance with this Section, you will promptly notify us and designate a replacement within 30 days after the Operating Principal or manager ceases to serve, a replacement subject to the same qualifications. You will provide for interim management of the Franchised Business until a replacement is so designated, the interim management to be conducted in accordance with this Agreement. Any failure to comply with the requirements of this Subsection is a material event of default under this Agreement.

B. You must hire and maintain a full-time sales associate and must retain a sufficient number of additional managers, assistant managers and other persons to ensure efficient management and operation of your Franchised Business. All personnel must attend and successfully complete all required training as set forth in Section 9 of this Agreement.

C. No employee of yours will be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the System or the Proprietary Marks in any way shifts any employee or employment related responsibility from you to us. You alone are responsible for hiring, firing, training, setting hours for and supervising all employees.

D. You will use the Franchised Business premises solely for the operation of the Franchised Business, maintain business hours as provided for in the Manuals or as we may specify from time to time in writing and refrain from using or permitting the use of the premises for any other purpose or activity at any time without obtaining our prior written consent.

E. You agree to maintain competent, conscientious and trained personnel to operate the Franchised Business in accordance with applicable laws, rules and regulations, and this Agreement and the Manuals and to take all steps necessary to ensure that your employees preserve good customer relations, comply with the dress code as we may prescribe in the Manuals or otherwise and observe reasonable standards of grooming and cleanliness.

F. You will meet and maintain the highest health and safety standards and ratings applicable to the operation of the Franchised Business. You will furnish to us, within 5 business days after receipt, a copy of any inspection report, warning, citation, certificate, rating and any other document, of whatever nature or kind, issued by any federal, state, local or other administrative agency, instrumentality or other organization with respect to the health or safety conditions of the Franchised Business. As between us and you, you are solely responsible for the safety and well-being of your employees and the customers of the Franchised Business.

G. To ensure that the highest degree of quality and service is maintained, you will operate the Franchised Business in strict conformity with the methods, standards and specifications as we may from time to time prescribe in the Manuals or otherwise in writing. You further agree to:

1. Offer for sale and sell from your Franchised Business all menu items and other designated products and services required by us and to provide the products and services in the manner and style we prescribe including catering and delivery services;

2. Sell and offer for sale only the menu items, products and services that we have expressly approved for sale in writing; and discontinue selling and offering for sale any menu items, products or services which we may disapprove in writing at any time;

3. Sell and offer for sale any prepackaged food products that we may require you to purchase from us in amounts sufficient to meet your customer demand.

4. Maintain in sufficient supply and use and sell at all times only the food and beverage items, ingredients, products, materials, supplies and paper goods that conform to our standards and specifications; prepare all menu items in accordance with our recipes and procedures for preparation contained in the Manuals or other written directives, including the prescribed measurements of ingredients; and refrain from deviating from our standards and specifications by the use or offer of non-conforming items or differing amounts of any items, without our prior written consent;

5. Permit us and our representatives and agents, at any reasonable time, to remove samples of food or non-food items from your inventory or from your Franchised Business, without payment, in amounts reasonably necessary for testing by an independent laboratory to determine whether the samples meet our then-current standards and specifications. In addition to any other remedies we may have under this Agreement, we may require you to bear the cost of testing if we have not previously approved the supplier of the item or if the sample fails to conform with our specifications; and

6. Purchase or lease and install, at your expense, all fixtures, furnishings, kitchen equipment, computer hardware and software we require, all of which must conform to our standards and specifications as we may reasonably direct from time to time in the Manuals or otherwise in writing. If you lease any of the property described above from a third party, we must approve the lease in writing, before you sign it. Our approval is conditioned upon the lease containing a provision that permits any of your interest in the lease to be assigned to us upon the termination or expiration of this Agreement and which prohibits the lessor from imposing an assignment or related fee upon us in connection with the assignment.

7. In compliance with the Manual, you are required to purchase a computer system with high-speed Internet access allowing us to monitor and categorize your business transactions. Specific proprietary computer software provided to you must be licensed from Procor (or any third

party we designate in the future) through a software license agreement. We also will make available to you any upgrades, enhancements and replacements of the software developed by or on our behalf, at the cost we make these upgrades, enhancements and replacements available to other franchisees operating under the System. It is your responsibility to make sure that you are in compliance with all laws that are applicable to the computer system or other technology used in the operation of your Franchised Business, including all data protection or security laws as well as payment card industry compliance.

H. Except for those items which you are required to obtain from us or our designee, you must obtain all food and beverage items, ingredients, supplies, equipment, computer hardware and software, materials and other products used or offered for sale from your Franchised Business solely from approved suppliers (including manufacturers, distributors and other sources) who demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards and specifications for these items, who possess adequate quality controls and capacity to supply your needs promptly and reliably and who have been approved in writing by us before any purchases by you and have not thereafter been disapproved. We or any affiliate or subsidiary may be an approved supplier of certain items and products. If you desire to purchase, lease or use any products from an unapproved supplier you must submit to us a written request for approval or may request the supplier to do so. You will not purchase or lease from any supplier until we have approved the supplier in writing. We have the right to require that our representatives and agents be permitted to inspect the supplier's facilities and that samples from the supplier be delivered either to us or to a designated independent laboratory for testing. A charge not to exceed the reasonable cost of the inspection and the actual cost of the test will be paid by you or the supplier. We reserve the right, at our option, to re-inspect from time to time the facilities and products of any approved supplier and to revoke our approval upon the supplier's failure to continue to meet any of our then-current criteria. Nothing above requires us to approve any particular supplier; provided, that we agree not to unreasonably withhold or delay our approval.

I. You acknowledge and agree that we have developed and may continue to develop for use in the System proprietary recipes, and other food products that are prepared from confidential secret recipes and that are our trade secrets or that of an affiliate. Because of the importance of quality and uniformity of production and the significance of these products in the System, it is to the mutual benefit of the parties that we closely control the production and distribution of these products. Accordingly, you agree that as and when these products become a part of the System, you will use only our secret recipe products and will purchase them solely from us or from a source we designate. You further acknowledge and agree that the cost you pay for these products may include a reasonable profit to us.

J. You will enter into a software license agreement with Procor (or other software provider we designate) of certain computer software for the operation of your Franchised Business.

K. We may make available at a reasonable cost and, at our option may require you to purchase from us for resale to your customers certain prepackaged food items and promotional merchandise identifying the System.

L. You will require all advertising and promotional materials, signs, decorations, paper goods (including menus, disposables and all forms and stationery used in the Franchised Business) and other items that we may designate to bear the Proprietary Marks in the form, color, location and manner we prescribe.

M. You will, at your sole cost and expense, maintain your Franchised Business in the highest degree of sanitation, repair and condition and in conformity with the standards, specifications and requirements of the System, as we may designate from time to time. You specifically agree to repair or replace, at your cost and expense, equipment [including computer hardware and software, except as may be provided in the software license agreement pursuant to Subsection 8.J], signs, fixtures, furnishings, supplies and other products and materials required for the operation of your Franchised Business as necessary or desirable. You will obtain, at your cost and expense, any new or additional equipment, fixtures, supplies and other products and materials which we may reasonably require for you to offer and sell new menu items from your Franchised Business. Except as may be expressly provided in the Manuals, no alterations or improvements or changes of any kind in design, equipment, signs, fixtures or furnishings will be made in or about your Franchised Business or its premises without our prior written approval.

N. To assure the continued success of your Franchised Business, you will, upon our request, modernize your Franchised Business, Authorized Location, equipment (including computer hardware and software), signs, interior decor items, fixtures, furnishings, supplies and other products and materials required for the operation of your Franchised Business, to our then-current standards and specifications; provided, however, that you are not required to modernize your Franchised Business more than once during the initial term. Your obligation under this Subsection is in addition to, and does not relieve you from, any of your other obligations under this Agreement, including those contained in the Manuals.

O. You grant to us and our representatives and agents the right to enter your Franchised Business at any time during regular business hours for the purpose of conducting inspections of your Franchised Business and its operation. You will cooperate with our representatives and agents by rendering assistance as they may reasonably request and, upon notice from us or our representatives and agents, you will take all steps as may be necessary to correct immediately any deficiencies detected during any inspection. If you fail to correct the deficiencies within 30 business days after our written notice containing an itemization of deficiencies, we have the right (without, however, any obligation), to correct the deficiencies and to charge you a reasonable fee for our expenses in so acting, payable by you immediately upon demand. Any evaluation or inspection we conduct is not intended to exercise, and does not constitute, control over your day-to-day operation of the Franchised Business or to assume any responsibility for your obligations under this Agreement.

9. TRAINING

You agree that it is necessary to the continued operation of the System and your Franchised Business that you, the Operating Principal, any of your managers and other personnel receive the training as specified in the Manuals or as we may otherwise require and accordingly agree as follows:

A. 1. Not later than 7 days before the Opening Date, the Operating Principal and another manager (or, if we permit, 2 of your employees other than the Operating Principal) must have attended and completed, to our satisfaction, our initial training program. Training is conducted at our corporate training center or other location we designate. We will determine whether your attendees have satisfactorily completed initial training. If the training program is not satisfactorily completed by either of your attendees, or if we, in our reasonable business judgment based upon the performance of your attendees, determine that the training program cannot be satisfactorily completed by an attendee, you will immediately designate a replacement attendee to complete initial training.

2. If the initial training program is not satisfactorily completed by any replacement attendee (or the 2 initial designees if no replacement is designated) or if a person cannot satisfactorily complete the training program, we may terminate this Agreement effective immediately upon notice to you. Upon termination, we will refund up to 50% of the initial franchise fee.

B. You, the Operating Principal and your designees may attend additional or remedial training programs and seminars as we may offer from time to time. We may require you and those individuals we designate to attend training (including on-site remedial training). For all training, we will provide the instructors and training materials; however, we reserve the right to impose a reasonable fee for training, including the costs of travel, lodging, meals and wages for our representatives. You are responsible for any expenses you or your employees incur in connection with additional training including the costs of travel, lodging, meals and wages.

C. In connection with the opening of your Franchised Business, we will make available to you 1 of our trained representatives to provide on-site training, supervision and assistance for a period of time not to exceed 10 days occurring before and after the Opening Date of your Franchised Business. The representative will be provided at no expense to you; provided, however, with respect to any Unforeseen Event (as defined in Section 22), we may charge a reasonable fee for opening assistance, including the costs of travel, lodging, meals and wages for our representative. Except as otherwise provided, you are responsible for training your personnel in accordance with the specifications and standards regarding training described in the Manuals or otherwise in writing by us. Any training we provide to any of your employees will be limited to training or guidance regarding the delivery of approved products and services to customers in a manner that reflects the customer service standards of the System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your employees. You are solely responsible for ensuring that your employees receive adequate training.

D. If your primary cook does not have prior commercial cooking experience, he/she must attend two (2) weeks of Commercial Cooking Training prior to the opening of the Franchised Business. There is no cost for training at our headquarters (except for travel and lodging expenses to be paid by you). If you request training by our official trainer at your location, you will be required to pay a fee of $5,000 for training, travel, lodging and related expenses.

10. PROPRIETARY MARKS

A. We sublicense to you the use of the Proprietary Marks during the term of this Agreement in accordance with the System and the related standards and specifications, as we prescribe from time to time, which underlie the goodwill associated with and symbolized by the Proprietary Marks.

B. With respect to your licensed use of the Proprietary Marks pursuant to this Agreement, you agree that:

1. You will use only the Proprietary Marks we designate and use them only in the manner we authorize and permit. Any unauthorized use of the Proprietary Marks constitutes an infringement of our rights and is a material event of default under Section 16;

2. You will use the Proprietary Marks only in connection with the operation of your Franchised Business or in advertising related to your Franchised Business. You expressly agree to cease using the Proprietary Marks after the termination or expiration of this Agreement and will take appropriate action to cancel any advertising relating to your use of the Proprietary Marks, including Yellow Pages listings;

3. Unless we otherwise authorize or require, you will operate and advertise the Franchised Business only under the name "Corporate Caterers" without prefix or suffix;

4. You will identify yourself as the owner of the Franchised Business in conjunction with any use of the Proprietary Marks, including uses on invoices, order forms, receipts and contracts and as we may designate in writing from time to time;

5. You must not use the Proprietary Marks to incur any obligation or indebtedness on our behalf;

6. You will not use the Proprietary Marks as part of your corporate or other legal name;

7. You will comply with our instructions in filing and maintaining any requisite trade name or fictitious name registrations and sign any documents we or our counsel deem necessary to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability; and

8. You will immediately notify us of any infringement or challenge to the use of any of the Proprietary Marks or claim by any person of any rights in any of the Proprietary Marks. In connection with any infringement, challenge or claim, you and your Principals agree that they will not communicate with any person other than us and our counsel. We may take any action as we deem appropriate and the right to exclusively control any litigation, or Patent and Trademark Office or other proceeding, arising out of any infringement, challenge, claim or otherwise relating to the Proprietary Marks. You agree to sign any instruments and documents, render any assistance and do any acts and things as may, in our counsel's opinion, be necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office or other proceeding, or to otherwise protect and maintain our interest in the Proprietary Marks. Except as set forth in this subparagraph, we are not obligated to protect you against infringement or unfair competition claims arising out of your use of the Proprietary Marks, or to participate in your defense or indemnify you. If we determine that a trademark infringement action requires changes or substitutions to the Proprietary Marks, you must make the changes, but we will reimburse you for any changes you must make to your interior and exterior signage, letterhead, business cards, marketing material, and to any other materials we designate. We will not, however, reimburse you for any other expenses or losses associated with the change or substitution of the Proprietary Marks.

C. You expressly understand and acknowledge that:

1. Our affiliate, Corporate Caterers, Inc., a Florida corporation, is the owner of all right, title and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them;

2. We have the right to use and grant sublicenses to use the Proprietary Marks to franchisees in connection with the operation of franchised businesses under the System;

3. The Proprietary Marks are valid and serve to identify us as the source of origin of goods and services provided under them;

4. You will not directly or indirectly contest the validity of Corporate Caterers, Inc.'s ownership or interest in or validity of the Proprietary Marks;

5. Your use of the Proprietary Marks under this Agreement does not give you any ownership or other interest in or to the Proprietary Marks, except the sublicense granted by this Agreement;

6. All goodwill arising from your use of the Proprietary Marks in your Franchised Business under this Agreement is an advantage solely and exclusively to our benefit, and upon the expiration or termination of this Agreement and the sublicense granted, no monetary amount will be assigned as attributable to any goodwill associated with your use of the System or the Proprietary Marks;

7. The right and sublicense of the Proprietary Marks granted to you is nonexclusive and we have and retain the following rights subject only to the limitations of Section 1:

a. To grant other sublicenses for use of the Proprietary Marks, in addition to those sublicenses already granted to existing franchisees;

b. To develop and establish other systems using the Proprietary Marks or other names or marks and to grant licenses or franchises without providing any rights to you; and

c. To engage, directly or indirectly, through our employees, representatives, licensees, assigns, agents and others, at wholesale, retail or otherwise, in (1) the production, distribution, license and sale of products and services and (2) the use in connection with such production, distribution and sale, of the Proprietary Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as we may develop or use from time to time; and

8. We reserve the right to add or substitute different trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin for the Proprietary Marks for use in identifying the System and the franchised businesses operating under the names and marks if our Proprietary Marks no longer can be used, or if we determine that the addition or substitution of different trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin will be beneficial to the System.

11. CONFIDENTIAL FRANCHISE OPERATIONS MANUALS

A. You will receive 1 set of the Manuals on loan from us and retain the set of the Manuals, or any replacement, for as long as this Agreement remains in effect. One set of the Manuals is provided at no expense; however, we will charge you a replacement fee of $1,000 for any replacement Manual provided to you.

B. To protect our reputation and goodwill and to maintain high standards of operation under the Proprietary Marks, you will conduct your Franchised Business in accordance with the Manuals, other written directives which we may issue to you from time to time regardless of whether the directives are included in the Manuals, and any other manuals and materials created or approved for use in the operation of the Franchised Business. Any required standards exist to protect our interests in the System and Proprietary Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be set forth in the Manuals or other written materials. The Manuals also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the System and Proprietary Marks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

C. The Manuals, written directives, other manuals and materials and any other confidential communications we provide or approve remains our sole property. You will keep the Manuals in a secure place at your Franchised Business and return to us immediately upon request or upon termination or expiration of this Agreement.

D. The Manuals, any written directives and any other manuals and materials issued by us and any modifications to these materials supplement this Agreement.

E. We may revise the contents of the Manuals and the contents of any other manuals and materials created or approved for use in the operation of your Franchised Business. You expressly agree to comply with each new or changed standard.

F. You will ensure that the Manuals are kept current and up to date. Upon any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals we maintain at our corporate office control.

12. CONFIDENTIAL INFORMATION

A. You and each of your Principals will not, during the term of this Agreement and thereafter, communicate or divulge to, or use for the benefit of, any other person, partnership, association or corporation any confidential information, knowledge or know-how concerning the methods of operation of the Franchised Business which may be communicated to you or any of your Principals or of which they may be apprised by virtue of your operation of the Franchised Business. You and each of your Principals will divulge the confidential information only to your Principals and manager of the Franchised Business and other personnel, lenders, attorneys and accountants that must have access to it to operate, advise or lend to the Franchised Business. All information, knowledge, know-how and techniques used in or related to the System that we communicate to you or your Principals including the Manuals, recipes, plans and specifications, marketing information and strategies and site evaluation, and selection guidelines and techniques are deemed confidential for purposes of this Agreement. Neither you nor your Principals will, without our prior written consent, copy, duplicate, record or otherwise reproduce these materials or information, in whole or in part, nor otherwise make them available to any unauthorized person. The covenant in this Section survives the expiration, termination or transfer of this Agreement or any interest in this Agreement and is perpetually binding upon you and each of your Principals.

B. You will sign and cause each of your Principals, managers, assistant managers and other executive-level personnel having access to any of our confidential information through you to sign covenants that they will maintain the confidentiality of the information they receive in connection with their relationship with you in a form satisfactory to us.

C. If you or your Principals develop any new concept, process or improvement in the operation or promotion of the Franchised Business, you agree to promptly notify us and provide to us all necessary related information, without compensation. You and your Principals acknowledge that any concept, process or improvement becomes our property and we may use or disclose the information to other franchisees as we determine to be appropriate.

D. You and your Principals acknowledge that any failure to comply with this Section constitutes a material event of default under Section 16 and will cause us irreparable injury for which no adequate remedy at law may be available. You and your Principals consent to the issuance of an injunction prohibiting any conduct by you or any of your Principals in violation of this Section. You and your Principals agree to pay all expenses (including court costs and reasonable legal fees) we incur in enforcing this Section (including obtaining specific performance, injunctive relief or any other equitable or other remedy available to us for any violation of this Section).

13. ACCOUNTING AND RECORDS

A. You will maintain during the term of this Agreement and preserve for at least 3 years from the dates of their preparation full, complete and accurate books, records and accounts including sales slips, coupons, purchase orders, purchase invoices, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers in the form and manner we prescribe in the Manuals or in other written directives.

B. You will conduct all financial reporting concerning the Franchised Business in accordance with the accounting methods, principles and practices we prescribe in the Manuals or otherwise in writing for the accounting periods. You will, at your expense, complete and submit to us on a continuous basis each of the following reports at the time set forth below and in the form we prescribe in the Manuals or in other written directives:

1. A Statement of Gross Sales and Fees in accordance with Subsection 4.B on or before each Wednesday after each Sales Period;

2. An advertising expenditure report consisting of invoices or other documents which accurately reflect your expenditures for local advertising for the preceding calendar quarter within 10 days after the end of each calendar quarter;

3. A monthly balance sheet and a monthly and fiscal year-to-date profit and loss statement for your Franchised Business, within 30 days after the end of each month of your fiscal year;

4. A balance sheet, income statement and statement of cash flows for your Franchised Business, prepared in accordance with generally accepted accounting principles, dated as of the end of your fiscal year, within 90 days after the end of your fiscal year; and

5. Other forms, reports, graphs, information and data as we may reasonably request, in the form and at the times specified in the Manuals or other written directives.

C. Any unaudited financial statements we allow or require must be signed by you attesting that it is true, complete and correct.

D. We or our designees have the right at all reasonable times and upon reasonable prior written notice, to examine and copy, at our expense, your books, records and tax returns. We also have the right, at any time and upon reasonable prior written notice, to have an independent audit made of your books. If any audit reveals that you have understated Gross Sales in any report or statement, then you will immediately pay to us the additional amount of fees owing as a result of the understatement, together with interest as provided in Subsection 4.B. If an audit reveals that Gross Sales have been understated in any report or statement by 2% or more, you will additionally pay and reimburse us for all costs of the audit, including travel, lodging, meals and wage expenses and reasonable accounting and legal fees. These remedies are in addition to any other remedies we may have at law or in equity. If, however, any inspection reveals that you have overstated Gross Sales and that you have overpaid any fees, the amount of the overpayment, without interest, will be credited toward your future fees or payment on future invoices. If you are required to furnish any lender, lessor, government agency or other person audited financial statements with respect to the Franchised Business, you will concurrently furnish us a copy of the audited financial statements.

E. You agree to sign any documents deemed necessary by banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with which you do business to effect the authorization to disclose to us any requested financial information in their possession relating to you or your Franchised Business. You authorize us to disclose data from your reports, if we determine that disclosure is necessary or advisable, which disclosure may include disclosure to prospective or existing franchisees or other third parties.

14. INSURANCE

You must carry insurance policies protecting you and us. The insurance policy or policies shall be written in accordance with the standards and specifications (including minimum coverage amounts) set forth in writing by us from time to time, and, at a minimum, shall include the following (except as different coverages and policy limits may be specified for all franchisees from time to time in writing):

(i) bodily injury and property damage insurance, with a minimum combined single limit of $1,000,000 and $2,000,000 annual aggregate, and all risk replacement cost insurance covering contents, interior and exterior;

(ii) products liability insurance with a minimum aggregate coverage of $1,000,000;

(iii) an umbrella policy providing coverage with limits of not less than $1,000,000;

(iv) medical payment, crime (inside/outside) and employee dishonesty insurance with minimum per occurrence coverage of $5,000, $5,000 and $15,000, respectively;

(v) workers' compensation insurance in amounts provided by applicable law or, if permissible under applicable law, any legally appropriate alternative providing substantially similar compensation for insured workers satisfactory to us, provided that you (a) maintain an excess indemnity or "umbrella" policy covering employer's liability and/or a medical disability policy covering medical expenses for on the job accidents, which policy or policies must contain such coverage amounts as you and us mutually agree upon and (b) conduct and maintain a risk management and safety program for your employees as you and us mutually agree is appropriate. The policies must also include a waiver of subrogation in favor of us and our directors, officers, shareholders, partners, employees, servants, representatives and agents;

(vi) any person who operate or drives an automobile in connection with the operation of the Franchised Business must sign the Manual, or other written documentation as we may designate, agreeing to: (a) provide us with proof of full automobile liability insurance coverage upon our request; (b) provide us with a copy of their most recent valid driver's license upon our request; and (c) notify their insurance company that they will be using their automobile to perform delivery services;

(vii) any insurance required by statute or rule of the state or locality in which your Franchised Business will be operated;

(viii) Corporate Caterers Franchisor, LLC and our affiliates (collectively "Corporate Caterers Entities") must be named as additional insureds on all liability policies required by this subparagraph; and

(ix) severability of interests or separation of insureds provisions must be included in the liability policies and all policies must be primary and non-contributing with any insurance policy carried by the Corporate Caterers Entities.

We may from time to time modify the required minimum limits (including an increase to the umbrella policy referenced in (iii) above) and require additional insurance coverages by providing written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the System, standards of liability and higher damage awards. We reserve the right to designate a single source from which you must purchase or renew insurance.

You may, in accordance with any "safe harbors" provided in the Manuals or otherwise with our prior written consent, elect to have reasonable deductibles in connection with the coverage required under subsections (i) and (vii) above. In connection with any construction, renovation, refurbishment or remodeling of your Franchised Business, you or our approved contractor must maintain "Builder's All Risk" insurance and performance and completion bonds in forms and amounts, and written by a carrier or carriers, reasonably satisfactory to us.

Your obligation to obtain and maintain the policies in the amounts we specify will not be limited in any way by any insurance that we maintain, nor will your performance of this insurance obligations relieve you of liability under the indemnity provisions set forth in Section 20.D.

You must deliver to us within 30 days after signing the Franchise Agreement and at least 60 days before the expiration of any policy or at our request a proper certificate evidencing the existence of such insurance coverage and your compliance with the provisions of this subparagraph. The insurance certificate must show our status as an additional insured (as noted in (viii) above) and provide that we will be given 30 days' prior written notice of material change in or termination or cancellation of the policy. If you do not procure and maintain the required insurance coverage (including any modifications referenced in the preceding sentence), we have the right, but not the obligation, to procure insurance coverage and to charge the costs to you, together with a reasonable fee for the expenses we incur in doing so. You must pay these amounts to us immediately upon written notice.

Although we require certain insurance coverage and have recommended other coverages, we do not guarantee that the required or recommended insurance will be adequate to fully protect your assets. You should therefore consult with an insurance professional to determine what coverage, in addition to the minimum required coverage, may be needed for you and your Franchised Business.

15. TRANSFER OF INTEREST

A. Our Transfer:

We have the right to transfer or assign this Agreement and all or any part of our rights or obligations under this Agreement to any person or legal entity without your consent. You expressly affirm and agree that we may sell our assets, the Proprietary Marks or the System to a third party; may merge, acquire other corporations or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of the Proprietary Marks or the System against us under this Agreement.

Nothing contained in this Agreement requires us to remain in the business of operating or licensing the operation of Corporate Caterers franchised businesses or to offer to you any services or products regardless of whether bearing the Proprietary Marks, if we exercise our rights to assign our rights in this Agreement.

B. Your Transfer:

1. You and your Principals understand and acknowledge that the rights and duties set forth in this Agreement are personal to you and that we have granted this Franchise in reliance on the business skill, financial capacity and personal character of you and your Principals. Accordingly, neither you nor any successor or assignee to any part of your interest in this Agreement or the Franchised Business, nor any Entity which directly or indirectly has or owns any interest in this Agreement, in the Franchised Business or in you can sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any direct or indirect interest in this Agreement, in the Franchised Business or in you without our prior written consent; provided, however, that our prior written consent is not required for a transfer of less than a 1% interest in a publicly-held corporation. For purposes of this Agreement, a publicly held corporation is a corporation whose securities are registered under Section 12 of the Securities Exchange Act of 1934, as amended, or a corporation subject to the requirements of Subsection 15(d) of the Securities Exchange Act, as amended. Any purported assignment or transfer, by operation of law or otherwise, without our prior written consent is null and void and constitutes a material event of default under this Agreement, for which we may then terminate this Agreement without opportunity to cure pursuant to Section 16.

2. We will not unreasonably withhold our consent to a transfer of any interest in you, in the Franchised Business or in this Agreement provided you satisfy the following conditions:

a. All of your accrued monetary and other outstanding obligations to us and our subsidiaries and affiliates arising under this Agreement or any other agreement between you and us or our subsidiaries or affiliates have been satisfied in a timely manner and you have satisfied all trade accounts and other debts, of whatever nature or kind, in a timely manner;

b. You are not in default of any provision of this Agreement or any other agreement between you and us or our subsidiaries or affiliates;

c. You and your Principals have signed a general release, in a form that we accept, of any claims against us and our subsidiaries and affiliates and their respective officers, directors, shareholders, partners, employees, servants, representatives and agents, in their corporate and individual capacities, including claims arising under this Agreement and any other agreement between you and us or our subsidiaries or affiliates and federal, state and local laws, rules and ordinances;

d. The transferee demonstrates to our satisfaction that the transferee meets the criteria which we consider when reviewing a prospective franchisee's application for a franchise, including our educational, managerial and business standards, the transferee's good moral character, business reputation and credit rating, the transferee's aptitude and ability to conduct the Franchised Business (as may be evidenced by prior related business experience or otherwise), the transferee's financial resources and capital and the geographic proximity of other Corporate Caterers franchised businesses operated by the transferee in relation to the franchised businesses;

e. The transferee must sign our then-current form of franchise agreement and other ancillary agreements as we may then require for the Franchised Business the terms of which agreements may differ from the terms of this Agreement and may include a higher royalty fee and System-wide Marketing Fee and expenditure requirement; provided, however, that the transferee is not required to pay any initial franchise fee. If the transferee is an Entity, transferee's Equity Owners must sign the agreements as principals of the transferee, including a guaranty of the transferee's obligations contained in the agreements;

f. The transferee, at its expense, must renovate, modernize and otherwise upgrade the Franchised Business to conform to the then-current standards and specifications;

g. You remain liable for all of your obligations to us in connection with the Franchised Business incurred before the effective date of the transfer (but not thereafter) and will sign any instruments we reasonably request to evidence any liability;

h. At the transferee's expense, the transferee's Operating Principal, managers, cooks and personnel we designate must complete the initial training program and any other training programs then required, upon the terms and conditions (including payment of a reasonable fee as we may reasonably require);

i. You or the transferee must pay a transfer fee of $10,000 to reimburse us for our reasonable costs and expenses associated with reviewing the application for transfer;

j. If the transferee is an Entity, the transferee will make and be bound by all of the representations, warranties and covenants in Subsection 6.A as we request. The transferee will provide to us evidence satisfactory to us that the terms of Subsection 6.A have been satisfied and are true and correct on the date of transfer.

3. You acknowledge and agree that each condition that must be met by the transferee is reasonable and necessary to ensure the transferee's full performance of the obligations under the new agreements.

C. Transfer for Convenience of Ownership:

If the proposed transfer is to a business entity formed solely for the convenience of ownership, our consent may be conditioned upon any of the requirements in Subsection 15.B.2, except that the requirements in Subsections 15.B.2.d, e, f, h and i do not apply.

D. Right of First Refusal:

1. Any party holding an interest in you [including any interest acquired pursuant to Subsection 15.E], in the Franchised Business or in this Agreement who desires to accept any bona fide offer from a third party to purchase the interest must promptly notify us in writing of the offer and provide the information and documents relating to the offer we may require. We have the option, exercisable within 30 days after receipt of the written notification, information and documents, to send written notice to you that we intend to purchase the interest on the same terms and conditions offered by the third party. If we elect to purchase your interest, the closing on the purchase will occur within 60 days from the date of notice to you of our election to purchase, or another date as may be agreed upon. Any material change in the terms of any offer before closing

constitutes a new offer subject to our right of first refusal as in the case of an initial offer. Our failure to exercise the right of first refusal does not constitute a waiver of any other provision of this Agreement, including all provisions relating to a proposed transfer.

2. If the offer from the third party provides for payment of consideration other than cash or involves certain intangible benefits, we may elect to purchase the interest for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the amount, an independent appraiser will be designated by the parties to determine the amount, and the appraiser's determination is final and binding. The parties will pay the costs of the appraisal equally.

3. The failure to comply with the provisions of this Subsection before the transfer of your interest, any interest in the Franchised Business or in this Agreement constitutes a material event of default under Section 16.

E. Transfer Upon Death or Permanent Disability:

1. Upon the death of any person (the "Deceased") with an interest in this Agreement, the Franchised Business or in you, the personal representative of the Deceased must transfer the interest to a third party we approve within 180 days after the death. If no personal representative is designated or appointed or no probate proceedings are instituted with respect to the estate of the Deceased, then the distributee of the interest must be approved by us. If we have not approved the distributee, then the distributee must transfer the interest to a third party we approved within 12 months after the death of the Deceased.

2. Upon the permanent disability of any person with an interest in this Agreement, the Franchised Business or in you, we may require the interest to be transferred to a third party we approve within 6 months after notice to you. "Permanent disability" means any physical, emotional or mental injury, illness or incapacity which would prevent a person from performing the obligations set forth in this Agreement for at least 90 consecutive days and from which condition recovery within 90 days from the date of determination of disability is unlikely. Permanent disability is determined upon examination of the person by a licensed practicing physician we select; or if the person refuses to submit to an examination, then the person is automatically deemed permanently disabled as of the date of refusal. We will pay the cost of any examination required by this Subsection.

3. Upon the death or permanent disability of any person with a 25% or more interest in this Agreement, the Franchised Business or in you, or any person with an interest less than 25% if we determine that the person had substantial control or supervision over the management of the Franchised Business, we at our option may elect to operate the Franchised Business during the interim 12 months following death or the interim 6 months following permanent disability, as applicable, until the interest of the person is transferred in accordance with this Section or until the applicable interim period expires, whichever comes first. As compensation for managing the Franchised Business, we will charge a management fee of 4% of the Gross Sales of the Franchised Business for each Sales Period, which is in addition to the royalty fee, System-wide Marketing Fees and any other fees or payments due and owing to us. If we provide one of our employees as manager, you will pay us the manager's then-current salary for the time of interim management. In addition, you will remain responsible for payment of employee salaries, taxes, rent, utilities, supplies and all other costs and expenses associated with the operation of the Franchised Business. We will exercise our best efforts in managing the Franchised Business, but will not be liable for any losses incurred by the Franchised Business during the time of our management and thereafter. If we elect to operate the Franchised Business pursuant to this Subsection, you will indemnify us

for losses and expenses incurred by us as a result of our operation to the same extent as provided in Subsection 20.D. We make no guarantee that our interim management will maintain or increase sales.

4. Upon the death or claim of permanent disability of any person with an interest in this Agreement, the Franchised Business or you, you or your representative must promptly notify us of the death or claim of permanent disability. Any transfer upon death or permanent disability is subject to the same terms and conditions as described in this Section or any *inter vivos* transfer; provided, that the provisions of Subsection 15.B.2.f relating to possible increases in royalty fees and System-wide Marketing Fees and expenditures and the provisions of Subsection 15.D providing us a right of first refusal do not apply. If an interest is not transferred upon death or permanent disability as required in this Subsection, we may terminate this Agreement pursuant to Section 16.

F. Non-Waiver of Claims:

Our consent to a transfer of any interest in you, the Franchised Business or this Agreement does not constitute a waiver of any claims we may have against the transferring party, nor deemed a waiver of our right to demand exact compliance with this Agreement by the transferee.

G. Securities Offerings by You:

Securities of or partnership interests in you may be offered to the public, by private offering or otherwise, only with our prior written consent [regardless of whether our consent is required under Subsection 15.B], which consent will not be unreasonably withheld. All materials required for the offering by federal or state law must be submitted to us for a limited review as discussed below before they are filed with any government agency. Any materials to be used in any exempt offering must be submitted to us for review before their use. Your offering must not imply (by use of the Proprietary Marks or otherwise) that we are participating in an underwriting, issuance or offering of your securities or our securities or the securities of any subsidiary or affiliate of us. Our review of any offering materials is limited solely to the subject of the relationship between you and us and our subsidiaries and affiliates. We may, at our option, require your offering materials to contain a written statement we prescribe concerning the limitations described in the preceding sentence. You and the other participants in the offering must fully indemnify us in connection with the offering. For each proposed offering, you shall pay to us a nonrefundable fee of $5,000, or such other amount as is necessary to reimburse us for our reasonable costs and expenses associated with reviewing the proposed offering materials, including legal and accounting fees. You must give us written notice at least 30 days before any offering or other transaction covered by this Section.

16. DEFAULT AND TERMINATION

A. You are in default if we determine that you or any Principal Owner or guarantor has breached any of the terms of this Agreement or any other agreement between you and us or our affiliates, which without limiting the generality of the foregoing includes making any false report to us, intentionally understating or underreporting or failure to pay when due any amounts required to be paid to us or any of our affiliates, conviction of you, a Principal Owner, or a guarantor of (or pleading no contest to) any misdemeanor that brings or tends to bring any of the Trademarks into disrepute or impairs or tends to impair your reputation or the goodwill of any of the Trademarks or the Franchised Business, any felony, filing of tax or other liens that may affect this Agreement, voluntary or involuntary bankruptcy by or against you or any Principal Owner or guarantor, insolvency, making an assignment for the benefit of creditors or any similar voluntary or involuntary arrangement for the disposition of assets for the benefit of creditors.

B. We have the right to terminate this Agreement in accordance with the following provisions:

1. Termination After Opportunity to Cure. Except as otherwise expressly provided in this Section 16 or elsewhere in the Agreement: (i) you will have 30 days from the date of our issuance of a written notice of default to cure any default under this Agreement, other than a failure to pay amounts due or submit required reports, in which case you will have 10 days to cure those defaults; (ii) your failure to cure a default within the 30-day or 10-day period will provide us with good cause to terminate this Agreement; (iii) the termination will be accomplished by mailing or delivering to you written notice of termination that will identify the grounds for the termination; and (iv) the termination will be effective immediately upon our issuance of the written notice of termination.

2. Immediate Termination With No Opportunity to Cure. In the event any of the following defaults occurs, you will have no right or opportunity to cure the default and this Agreement will terminate effective immediately on our issuance of written notice of termination: any material misrepresentation or omission in your franchise application, your voluntary abandonment of this Agreement or the Authorized Location, except for any Unforeseen Event as defined in subparagraph 22.A, the loss of your lease, the failure to timely cure a default under the lease, you fail to acquire an approved site for the Franchised Business within the time and in the manner specified in Section 7, the loss of your right of possession or failure to reopen or relocate under subparagraph 1.B, any unauthorized use of our confidential information, insolvency of you, a Principal Owner, or guarantor, you, a Principal Owner, or guarantor making an assignment or entering into any similar arrangement for the benefit of creditors, any default under this Agreement that materially impairs the goodwill associated with any of the Proprietary Marks, conviction of you, any Principal Owners, or guarantors of (or pleading no contest to) any felony regardless of the nature of the charges, or any misdemeanor that brings or tends to bring any of the Proprietary Marks into disrepute or impairs or tends to impair your reputation or the goodwill of the Proprietary Marks or the Franchised Business, intentionally understating or underreporting Gross Sales, Royalty Fees or System-Wide Marketing Fees or any understatement or 2% variance on a subsequent audit within a 3-year period under subparagraph 13.D, failure to open the Franchised Business by the date set forth in subparagraph 7.H, any unauthorized transfer or assignment in violation of section 15 or any default by you that is the second same or similar default within any 12-month consecutive period or the fourth default of any type within any 24-month consecutive period.

3. Effect of Other Laws. The provisions of any valid, applicable law or regulation prescribing permissible grounds, cure rights or minimum periods of notice for termination of this franchise supersede any provision of this Agreement that is less favorable to you.

C. You may, after providing us with written notice, terminate this Agreement if you fail to locate an Authorized Location within 90 days after the signing of this Agreement. Within 30 days after receiving your written notice to terminate, we will return to you up to 75% of the Initial Franchise Fee you paid. Your termination of this Agreement under this subparagraph will not release or modify your Post-Term obligations under section 17 of this Agreement.

17. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon the termination or expiration of this Agreement, all rights granted under the Agreement to you terminate and:

A. You must immediately cease to operate the Franchised Business and must not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former Corporate Caterers franchisee.

B. You must immediately and permanently cease to use any confidential methods, procedures, techniques and trade secrets associated with the System, the Proprietary Marks and all other distinctive forms, slogans, signs, symbols and devices associated with the System, as set forth in the Manuals. In particular, you must cease to use all signs, advertising materials, displays, stationery, forms and any other articles that display the Proprietary Marks.

C. You must take any action as may be necessary to cancel any fictitious name, assumed name or equivalent registration which contains the mark "Corporate Caterers" or any other service mark or trademark of ours and you must furnish us with evidence satisfactory to us of compliance with this obligation within 30 days after the termination or expiration of this Agreement.

D. You will make all modifications or alterations to the premises within 15 days after the termination or expiration of this Agreement as may be necessary to distinguish the appearance of the premises from that of other franchised businesses operating under the System and will make such specific additional changes as we may reasonably request. If you fail or refuse to comply with the requirements of this Subsection, we have the right to enter upon the premises of the Franchised Business, without being guilty of trespass or any other crime or tort, to make or cause to be made all changes as may be required, at your expense, which expense you agree to pay upon demand.

E 1. We have the option, but not the obligation to purchase, which we may exercise by providing written notice to you within 30 days after termination or (subject to any right to renew) expiration of this Agreement, to purchase from you any of the equipment (including computer hardware and software not subject to a software license agreement between you and us), signs, fixtures, supplies or inventory of yours related to the operation of the Franchised Business, at your cost or fair market value, whichever is less.

2. We will be purchasing your assets only and not assuming any liabilities. We and you will fully comply with the requirements of any "bulk transfer" statute or equivalent law in the jurisdiction in which the Franchised Business is located, so that we do not assume or acquire any "transferee" liability.

3. If the parties cannot agree on a fair market value within 30 days from the date of our notice to exercise our option, an independent appraiser will be designated by you and us to determine the amount. The appraiser's determination is final and binding. You and we will pay the cost of the appraisal equally.

4. At closing, you will deliver to us in a form satisfactory to us, all bills of sale, assignments, releases of liens and other documents and instruments which we deem reasonably necessary to perfect our title and possession in and to the assets being purchased and to certify that the requirements of all taxing and other governmental authorities have been satisfied. If you have not obtained all of these certificates and other documents by the time of closing, we may place the purchase price in escrow pending the issuance of any required certificates or documents.

5. The closing date will be not later than 30 days after the purchase price is determined by the parties or the appraisers, whichever is later, at our corporate office.

6. At closing, we have the right to set off all amounts you owe to us and our subsidiaries and affiliates and the cost incurred in connection with any escrow arrangement (including reasonable legal fees) against any payment for the assets, and pay the remaining amount in cash.

F. You, at our option, will assign to us all rights to the telephone numbers for the Franchised Business and any related Yellow Pages or other business listings and sign all forms and documents required by any telephone company to transfer to us the service and numbers. In addition to the documents required under Subsection 8.P, you appoint us your true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking any action as is necessary to complete the assignment. This power of attorney survives the expiration or termination of this Agreement. You must thereafter use different telephone numbers at or in connection with any business later conducted by you.

G. You agree, if you continue to operate or later begin to operate another business, not to use any reproduction, counterfeit, copy or colorable imitation of the Proprietary Marks, either in connection with another business or its promotion, which is likely to cause confusion, mistake or deception or which is likely to dilute our rights in and to the Proprietary Marks. You further agree not to use any designation of origin or description or representation that falsely suggests or represents an association or connection with us constituting unfair competition.

H. You will promptly pay all sums owing to us and our subsidiaries and affiliates. If the Agreement is terminated for your default, the sums include interest on any past due amounts and all damages, costs and expenses, including reasonable legal fees, we incur as a result of your default. As security for this obligation you grant to us a first priority security interest in all of the personal property, furnishings, equipment, signs, fixtures and inventory owned by you and on the premises of the Franchised Business. You will: (i) sign and/or authorize us to file any financing statements or renewals, substitutions or corrections or other documents, or provide any document, and pay all connected costs necessary to perfect the security interest granted in this Section against the rights or interest of third parties and you appoint us as your true and lawful attorney, and in its name, place and stead, to make, sign, acknowledge and file all documents, instruments and forms, whether notarized or otherwise, which in the opinion of our counsel, are reasonably required to perfect the security interest granted in this Section. We agree to subordinate our security interest to: (i) the landlord's lien; (ii) the security interest of a reputable institutional lender for a loan to you for working capital purposes; (iii) the purchase money security interest of an approved equipment vendor for any equipment you purchase or lease and use in the operation of your Franchised Business; or (iv) the purchase money security interest of a supplier of approved products sold at your Franchised Business. You pay all filing fees and costs for perfecting our security interest.

I. You will pay to us all damages, costs and expenses, including reasonable legal fees, we incur after the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Section.

J. You will immediately deliver to us all manuals, including the Manuals, records, files, instructions, correspondence, customer lists and all other materials related to operating the Franchised Business, including menus, brochures, agreements, invoices and all other related materials in your possession, and all copies (all of which are acknowledged to be our property) and retain no copy or record of any of the above, except your copy of this Agreement and of any correspondence between the parties and any other documents which you reasonably need for compliance with any applicable law.

K. You and your Principals will comply with the restrictions on confidential information contained in Subsection 12.A and the covenants contained in Subsection 18.B. Any other person required to sign similar covenants pursuant to Subsections 12.B or 18 must also comply with such covenants.

18. COVENANTS

A. You covenant that during the term of this Agreement, except as we otherwise approve in writing, you and the Operating Principal will devote full time, energy and best efforts to the management and operation of your Franchised Business.

B. You and your Principals specifically acknowledge that, pursuant to this Agreement, you and your Principals will receive valuable specialized training, trade secrets and confidential information, including information regarding our operational, sales, promotional and marketing methods and techniques and the System and proprietary recipes which are beyond your present skills and experience, and that of your Principals and your managers and employees. You and your Principals acknowledge that this training, trade secrets and confidential information provide a competitive advantage and will be valuable to you in the development of the Franchised Business and that gaining access to this training, trade secrets, recipes and confidential information is, therefore, a primary reason for entering into this Agreement. In consideration for this training, trade secrets and confidential information, you and your Principals covenant as follows:

1. With respect to you, during the term of this Agreement, or with respect to each of your Principals, during the term of this Agreement for as long as the individual or entity satisfies the definition of "your Principal" in Subsection 25.F, except as we otherwise approve in writing, neither you nor any of your Principals will, either directly or indirectly, for yourselves or through, on behalf of or in conjunction with any person, partnership, limited liability company or corporation:

a. divert or attempt to divert any business or customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; or

b. own, maintain, operate, engage in or have any financial or beneficial interest in (including interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any business which is the same as or similar to the Franchised Business including any food business which offers commercial catering as a primary source of income.

2. With respect to you, for a continuous uninterrupted period beginning on the expiration or termination of, or transfer of all of your interest in, this Agreement, or with respect to each of your Principals, for a continuous uninterrupted period beginning on the earlier of: (i) the expiration, termination or transfer of all of your interest in this Agreement or (ii) the time the individual or entity ceases to satisfy the definition of "your Principal" in Subsection 25.F, and for 2 years thereafter, neither you nor any of your Principals will, either directly or indirectly, for yourselves or through, on behalf of or in conjunction with any person, partnership, limited liability company or corporation:

a. divert or attempt to divert any business or customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; or

b. own, maintain, operate, engage in or have any financial or beneficial interest in (including interest in an Entity, trusts or unincorporated associations), advise, assist or make loans to, any business which is the same as or similar to the Franchised Business including any food business which offers commercial catering as a primary source of income, which business is, or is intended to be, located within a 10-mile radius of the Franchised Business or of any Corporate Caterers business in existence or under construction as of the earlier of: (i) the expiration or termination of, or the transfer of all of your interest in, this Agreement; or (ii) the time your Principal ceases to satisfy the definition of your Principal, as applicable.

C. Subsection 18.B.1.b and 2.c do not apply to ownership of less than a 1% beneficial interest in the outstanding equity securities of any publicly held corporation.

D. The parties agree that each of the above covenants will be construed as independent of any other covenant or provision of this Agreement. If any portion of a covenant in this Section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which we are a party, you and your Principals expressly agree to be bound by any lesser covenant contained within the terms of the covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section.

E. You and your Principals understand and acknowledge that we have the right to reduce the scope of any covenant set forth in Subsection 18.B, or any portion of any covenant, without your consent, effective immediately upon written notice to you. You and your Principals agree that they will immediately comply with any covenant as so modified, which shall be fully enforceable in addition to the provisions of Section 25.C.

F. You and your Principals expressly agree that the existence of any claims you may have against us, regardless of whether arising from this Agreement, will not constitute a defense to our enforcement of the covenants in this Section, you and your Principals agree to pay all costs and expenses (including reasonable legal fees) we incur in connection with the enforcement of this Section.

G. You and your Principals acknowledge that a violation of the terms of this Section would result in irreparable injury to us for which no adequate remedy at law may be available. You and your Principals consent to the issuance of an injunction prohibiting any conduct by you or any of your Principals in violation of the terms of this Section.

H. At our request, you will require and obtain from any of your Franchised Business personnel and any holder of a beneficial interest of less than 5% of any class of your securities and any corporation directly or indirectly controlling you, if you are a corporation (or of any corporate general partner and any corporation directly or indirectly controlling your general partner, if you are a partnership), who has received or will receive confidential information or training from us a Confidentiality and Non-Compete Agreement in the form set forth in Attachment D. Your failure to obtain these Agreements signed by these persons constitutes a material event of default under Section 16.

19. TAXES, PERMITS AND INDEBTEDNESS

A. You will promptly pay when due all taxes levied or assessed, including unemployment and sales taxes and all accounts and other indebtedness of every kind you incur in the conduct of the Franchised Business.

B. You will pay to us an amount equal to any sales tax, gross receipts tax, excise tax or any similar license or tax, directly or indirectly imposed on us with respect to any payment to us required under this Agreement. The preceding sentence does not apply to any franchise tax or income, war profits or excess profits tax (or any tax in lieu of these taxes) imposed on us with respect to the above payments.

C. Upon any *bona fide* dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or applicable law; however, you will not permit a tax sale or seizure by levy of execution or similar writ or warrant or attachment by a creditor, to occur against the premises of the Franchised Business or any improvements.

D. You will comply with all federal, state and local laws, rules and regulations and timely obtain all permits, certificates or licenses necessary for the full and proper conduct of the Franchised Business licenses to do business, fictitious name registrations, sales tax permits, fire clearances, health permits, other required permits and licenses, and certificates of occupancy.

E. You will notify us in writing within 5 days of the beginning of any action, suit or proceeding or the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business.

20. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that you are an independent contractor and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, employer, joint employer or servant of the other for any purpose.

B. You will hold yourself out to the public as an independent contractor operating the business pursuant to a franchise from us. You agree to take any action as necessary to that end, including exhibiting a notice of this fact in a conspicuous place in your Franchised Business, the content and form of which we specify in the Manuals.

C. You and your Principals understand and agree that nothing in this Agreement authorizes you or your Principals to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name; and that we will assume liability for, or be deemed liable under this Agreement as a result of, any action; nor are we deemed liable for any act or omission of you or your Principals in the conduct of the Franchised Business or for any claim or judgment arising from the Franchised Business.

D. Indemnification:

1. You hereby waive all claims against us for damages to property or injuries to persons arising out of the operation of your Franchised Business. You must fully protect, indemnify and hold us and our owners, directors, officers, insurers, successors and assigns and our affiliates harmless from and against any and all claims, demands, damages and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of your Franchised Business (regardless of cause or any concurrent or contributing fault or negligence of us or our affiliates) or any breach by you or your failure to comply with the terms and conditions of this Agreement.

It is the intention of the parties to this Agreement that we shall not be deemed a joint employer with you for any reason; however, you will, at your sole expense, defend, fully protect, indemnify and hold harmless us and our affiliates from any and all claims arising in any manner, directly or indirectly, out of or in connection with or incidental to the actions or omissions of your employees or allegations that we are the joint employer of your employees.

We also reserve the right to select our own legal counsel to represent our interests, and you must reimburse us for all our costs and all attorneys' fees immediately upon our request as they are incurred.

2. We hereby waive all claims against you for damages to property or injuries to persons arising out of the operation of our company or affiliate owned catering businesses. We must fully protect, indemnify and defend you and your affiliates and hold you and them harmless from and against any and all claims, demands, damages and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of our company or affiliate owned catering businesses (regardless of cause or any concurrent or contributing fault or negligence of you) or any breach by us or our failure to comply with the terms and conditions of this Agreement.

21. APPROVALS, WAIVERS AND REMEDIES

A. Whenever this Agreement requires our prior written approval or consent, you will make a timely written request to us.

B. We make no warranties or guarantees upon which you or your Principals may rely. We assume no liability or obligation to you, your Principals or any third party to which it would not otherwise be subject, by providing any waiver, approval, consent or suggestion to you or your Principals in connection with this Agreement.

C. No delay, waiver, omission or forbearance by us to exercise any right, option, duty or power arising out of any breach or default by you or your Principals under this Agreement constitutes a waiver by us to enforce any right, option, duty or power against you or your Principals, or as to a later breach or default by you or your Principals. Late acceptance by us of any payments due to us under this Agreement is not deemed to be a waiver by us of any preceding breach by you or your Principals of any terms, provisions, covenants or conditions of this Agreement.

D. All rights and remedies of the parties are cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for in this Agreement or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between you and us or our subsidiaries or affiliates. The rights and remedies of the parties are continuing and are not exhausted by any one or more uses, and may be exercised at any time or from time to time as often as may be expedient. Any option or election to enforce any right or remedy may be exercised or taken at any time and from time to time. The expiration or earlier termination of this Agreement does not discharge or release you or any of your Principals from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration or earlier termination of this Agreement.

22. UNFORESEEN EVENTS

A. As used in this Agreement, the term "Unforeseen Event" means any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), terrorist act, riot, epidemic, fire or other catastrophe, act of any government and any other similar cause not within the control of the affected party.

B. Except as provided in Subsection 16.B.1, if the performance of any obligation by any party is prevented, hindered or delayed because of an Unforeseen Event, which cannot be overcome by use of normal commercial measures, the parties are relieved of their respective obligations to the extent the parties are respectively necessarily prevented, hindered or delayed in performance during the period of such Unforeseen Event; provided, that you continue to be obligated to perform all of your monetary obligations under this Agreement. The party whose performance is affected by an Unforeseen Event must give prompt notice of the Unforeseen Event to the other party by e-mail or facsimile setting forth the nature of the event, an estimate as to its duration and a plan for resuming compliance with this Agreement, which the party will promptly undertake and maintain with due diligence. The affected party is liable for failure to give timely notice only to the extent of damage actually caused.

23. NOTICES

All notices required or permitted under this Agreement must be in writing and be personally delivered or mailed by overnight delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, or sent by facsimile to the respective parties at the following addresses unless a different address is designated by written notice to the other party:

Notices to Us:

Corporate Caterers Franchisor, LLC
13335 SW 124th Street, Suite 201
Miami, FL 33186
Attention: Greg Halton, CEO
Facsimile: (305) 223-2165
Telephone: (305) 223-1230

Notices to You and Your Principals:

____

____

Attention: ____

Facsimile: ____

Any notice is deemed to have been given at the time of personal delivery or, in the case of facsimile, upon transmission

24. ENTIRE AGREEMENT

This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law.

25. SEVERABILITY AND CONSTRUCTION

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

B. Except as expressly provided to the contrary in this Agreement, nothing in this Agreement is intended, nor deemed, to confer upon any person or entity other than you, us, our officers, directors and personnel and our and your respective successors and assigns as may be contemplated and authorized by Section 15, any rights or remedies under or as a result of this Agreement.

C. You and your Principals expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is implied within the terms of any provision, as though it were separately stated in and made a part of this Agreement, that may result from striking from any of the provisions any portion which a court may hold to be unreasonable and unenforceable in a final decision to which we is a party, or from reducing the scope of any promise or covenant to the extent required to comply with a court order.

D. All captions in this Agreement are intended solely for the convenience of all parties and none are deemed to affect the meaning or construction of any provision of this Agreement.

E. All references to the masculine, neuter or singular include the masculine, feminine, neuter or plural, where applicable. Without limiting the obligations individually undertaken by your Principals under this Agreement, all acknowledgments, promises, covenants, agreements and obligations made in this Agreement or undertaken by you are deemed jointly and severally undertaken by all of your Principals.

F. Unless otherwise agreed to in writing between the parties, the term "Principal" as used in this Agreement includes, collectively or individually, your spouse, if you are an individual; all officers and directors of, and holders of a beneficial interest of 5% or more of any class of Equity Securities and those of any Entity directly or indirectly controlling you, if you are an Entity; all officers, managers and members having a beneficial interest of 5% or more of any class of membership interests and those of any Entity directly or indirectly controlling you. The Operating Principal must be one of your Principals.

G. The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have 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 the express limitations set forth in this Agreement.

2. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable

Business Judgment in making our decision or exercising our rights. Our decisions or action will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

H. This Agreement may be signed in counterparts, and each copy is deemed an original.

I. This Agreement does not become effective until signed by our authorized officer.

26. APPLICABLE LAW AND ARBITRATION

A. Except as qualified below, any dispute between you and us or any of our or your affiliates arising under, out of, in connection with or in relation to this Agreement, any lease or sublease for the Franchised Business or Authorized Location, the parties' relationship, or the business must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be arbitrated in accordance with the then-current rules and procedures and under the auspices of the American Arbitration Association. The arbitration must take place in the city of our principal place of business, or at such other place as may be mutually agreeable to the parties. Any arbitration must be resolved on an individual basis and not joined as part of a class action or the claims of other parties. The arbitrators must follow the law and not disregard the terms of this Agreement. The decision of the arbitrators will be final and binding on all parties to the dispute; however, the arbitrators may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. A judgment may be entered upon the arbitration award by any state or federal court in Florida or the state of the Authorized Location.

Before the filing of any arbitration, the parties agree to mediate any dispute that does not include injunctive relief or specific performance actions covered under subparagraph 26.B, provided that the party seeking mediation must notify the other party of its intent to mediate prior to the termination of this Agreement. Mediation will be conducted by a mediator or mediation program agreed to by the parties. Persons authorized to settle the dispute must attend any mediation session. The parties agree to participate in the mediation proceedings in good faith with the intention of resolving the dispute if at all possible within 30 days of the notice from the party seeking to initiate the mediation procedures. If not resolved within 30 days, the parties are free to pursue arbitration. Mediation is a compromise negotiation for purposes of the federal and state rules of evidence, and the entire process is confidential.

B. Notwithstanding subparagraph 26.A above, you recognize that the Franchised Business is one of a large number of businesses identified by the Proprietary Marks and similarly situated and selling to the public similar products, and the failure on the part of a single franchisee to comply with the terms of its agreement could cause irreparable damage to us and/or to some or all of our other franchisees. Therefore, it is mutually agreed that in the event of a breach or threatened breach of any of the terms of this Agreement by you, we will forthwith be entitled to an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrators. The foregoing equitable remedies are in addition to, and not in lieu of, all other remedies or rights that the parties might otherwise have by virtue of any breach of this Agreement by the other party. Finally, we and our affiliates have the right to commence a civil action against you or take other appropriate action for the following reasons: to collect sums of money due to us; to compel your compliance with trademark standards and requirements to protect the goodwill of the Proprietary Marks; to compel you to compile and submit required reports to us; or to permit evaluations or audits authorized by this Agreement.

C. Subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with subparagraph 26.A of this Agreement, the parties' rights under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state of Florida. You waive, to the fullest extent permitted by law, the rights and protections that might be provided through the laws of any state relating to franchises or business opportunities, other than those of the state of Florida.

D. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement, any lease or sublease for the Franchised Business or Authorized Location, or the business will be entitled to recover its reasonable attorneys' fees and costs.

27. ACKNOWLEDGMENTS

A. You acknowledge that you have conducted an independent investigation of the Franchised Business and recognize that the business venture contemplated by this Agreement involves business risks and that its success will largely depend upon your ability, effort and resources. We expressly disclaim making, and you acknowledge that you have not received or relied on, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have duly signed and delivered this Agreement on the day and year first above written.

CORPORATE CATERERS FRANCHISOR, LLC

____
(Signature of Authorized Officer, Title)

____
(Print Name of Authorized Officer)

YOU:

____
(Corporation, CCF or Partnership Name, if applicable)

____
(Signature of Individual, Authorized Officer or Partner)

____
(Print Name)

PRINCIPALS' GUARANTY

Each of the undersigned acknowledges and agrees as follows:

1. Each has read the terms and conditions of the Franchise Disclosure Document and this Franchise Agreement and acknowledges that the signing of this Guaranty and the undertakings of your Principals under the Franchise Agreement are in partial consideration for the granting of this Franchise, and that we would not have granted this Franchise without the signing of this Guaranty and the undertakings by each of the undersigned;

2. Each is included in the term "your Principal" as described in Subsection 25.F of the Franchise Agreement;

3. Each individually, jointly and severally makes all of the covenants, representations and agreements of your Principals set forth in the Franchise Agreement and is obligated to perform under the Franchise Agreement; and

4. Each individually, jointly and severally unconditionally and irrevocably guarantees to us and our successors and assigns that all of your obligations under this Agreement will be punctually paid and performed, independent of your performance. Further, by signing below each individual agrees to be bound by the noncompete obligations set forth in Section 18 and the dispute resolution provisions outlined in Section 26. Upon your default or upon notice from us that remains uncured after all applicable cure periods; each will immediately make each payment and perform each obligation required of you under this Agreement. Without affecting the obligations of any of your Principals under this Guaranty, we may, without notice to your Principals, waive, renew, extend, modify, amend or release any of your indebtedness or obligation, or settle, adjust or compromise any claims that we may have against you. Each of your Principals waives all demands and notices of every kind with respect to the enforcement of this Guaranty, including notice of presentment, demand for payment or performance by you, any default by you or any guarantor, and any release of any guarantor or other security for this Agreement or your obligations. We may pursue our rights against any of your Principals without first exhausting our remedies against you and without joining any guarantor. Our delay in the exercise of any right or remedy does not operate as a waiver of any right or remedy. No single or partial exercise by us of any right or remedy precludes the further exercise of the right or remedy. Upon receipt by us of notice of the death of any of your Principals, the estate of the deceased is bound by the Guaranty, but only for defaults and obligations under this Agreement existing at the time of death. The obligations of your remaining Principals continue in full force and effect.

5. Additionally, with respect to the individual designated as the Operating Principal, the Operating Principal acknowledges that the undertakings by the Operating Principal under this Agreement are made and given in partial consideration of, and as a condition to, our grant of rights to operate the Location as described in this Agreement; the Operating Principal individually, jointly and severally makes all of the covenants, representations and agreements of the Operating Principal and you set forth in this Agreement and is obligated to perform under this Agreement.

[Signatures on following page.]

YOUR PRINCIPALS:

____
(Signature of Individual, Authorized Officer or Partner)

____
(Print Name)

WITNESS:

____

____
(Signature of Individual, Authorized Officer or Partner)

____
(Print Name)

WITNESS:

____

____
(Signature of Individual, Authorized Officer or Partner)

____
(Print Name)

WITNESS:

____

____
(Signature of Individual, Authorized Officer or Partner)

____
Print Name)

WITNESS:

____

ATTACHMENT A

AUTHORIZED LOCATION, ASSIGNED AREA AND OPENING DATE

1. AUTHORIZED LOCATION

According to Subsection 1.B, the Location will be located at the following approved location:

2. ASSIGNED AREA

According to Subsection 1.C, your Assigned Area is:

and further described in the attached map.

3. ESTIMATED OPENING DATE OF THE LOCATION: _____________, 20__

CORPORATE CATERERS FRANCHISOR , LLC

____
(Signature of Authorized Officer, Title)

____
(Print Name of Authorized Officer)

YOU:

____
(Corporation, CCF or Partnership Name, if applicable)

____
(Signature of Individual, Authorized Officer or Partner)

____
(Print Name)

ATTACHMENT B

OWNERSHIP AND MANAGEMENT ADDENDUM TO
CORPORATE CATERERS FRANCHISE AGREEMENT

1. Ownership. You represent and warrant to us that the following person(s) and entities, and only the following person(s) and entities, have ownership interests in the franchisee entity:

NAME	HOME ADDRESS	PERCENTAGE OF INTEREST

2. Change. You must immediately notify us in writing of any change in the information contained in this Addendum and, at our request, prepare and sign a new Addendum containing the correct information.

3. Effective Date. This Addendum is effective as of this ______ day of _____________, 20___.

____ ____
Your Initials Our Initials

ATTACHMENT C

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This **Agreement** is signed on ______________, 20__, between Corporate Caterers Franchisor, LLC ("we," "us" or "our"), _______________________________________("you" or "your") and _______________________________________(the "Employee").

BACKGROUND

A. We have acquired the right to a unique system (the "System") for the development and operation of a professional catering business under the name and mark "Corporate Caterers" (the "Location");

B The System includes certain trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin, including the mark "Corporate Caterers" and other trade names, service marks and trademarks as we may develop in the future to identify for the public the source of services and products marketed under the marks and under the System and representing the System's high standards of quality, appearance and service, and special recipes and menu items; uniform standards, specifications and procedures for operations; quality and uniformity of products and services offered; procedures for inventory and management control; training and assistance; and advertising and promotional programs; all of which we may change, improve and further develop and are used by us in the operation of the System (the "Trade Secrets");

C. The Trade Secrets provide economic advantages to us and are not generally known to, and are not readily ascertainable by proper means by our competitors who could obtain economic value from knowledge and use of the Trade Secrets;

D. We have taken and intend to take all reasonable steps to maintain the confidentiality and secrecy of the Trade Secrets;

E. We have granted to you a limited right to manage and participate in the operation of a Location using the System and the Trade Secrets for the period defined in the Franchise Agreement dated __________________, 20__ (the "Franchise Agreement"), between you and us;

F. You and us have agreed in the Franchise Agreement on the importance to us and to you and other licensed users of the System of restricting use, access and dissemination of the Trade Secrets;

G. It is necessary for certain of your employees to have access to and to use some or all of the Trade Secrets in the management and operation of your Location using the System;

H. You agree to obtain from those employees written agreements protecting the Trade Secrets and the System against unfair competition;

I. The Employee wishes to remain, or wishes to become your employee; and

J. The Employee wishes and needs to receive and use the Trade Secrets in the course of his or her employment to effectively perform his or her services for you;

TERMS

The parties agree as follows:

1. You and/or us may disclose to the Employee some or all of the Trade Secrets relating to the System.

2. The Employee will receive the Trade Secrets in confidence, maintain them in confidence and use them only in the course of his employment by you and only in connection with the management and/or operation by you of Locations using the System for so long we have licensed you to use the System.

3. The Employee will not make copies of any documents or compilations containing some or all of the Trade Secrets without our express written consent.

4. The Employee will not disclose or permit the disclosure of the Trade Secrets except to other employees and then only to the limited extent necessary to train or assist the other employees in the management or operation of a Location using the System.

5. All information and materials, including drawings, specifications, techniques and compilations of data, which we designate as confidential are deemed the Trade Secrets for the purposes of this Agreement.

6. The Employee will surrender the Confidential Franchise Operations and Procedures Manual and other manuals and written materials as we have developed (the "Manuals") described in the Franchise Agreement and any other material containing some or all of the Trade Secrets to the you or us, upon request, or upon termination of employment by you, or upon conclusion of the use for which the Manuals or other information or material may have been furnished to the Employee.

7. The Employee will not, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Trade Secrets and the System.

8. The Manuals are loaned by us to you for limited purposes only and remain our property and may not be reproduced, in whole or in part, without our written consent.

9. To protect the goodwill and unique qualities of the System and the confidentiality and value of the Trade Secrets, and in consideration for the disclosure to the Employee of the Trade Secrets, the Employee further undertakes and covenants that while the Employee is employed by you, he or she will not:

(a) Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of the Franchised Business to any competitor.

(b) Directly or indirectly, for himself or herself or through, on behalf of or in conjunction with any person, partnership or corporation, own, maintain, operate, engage in or have any financial or beneficial interest in (including interest in corporations, limited liability company, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any business which is the same as or similar to the Locations including any food business which offers commercial catering as a primary source of income.

10. In further consideration for the disclosure to the Employee of the Trade Secrets and to protect the uniqueness of the System, the Employee agrees that for 2 years following the earlier of the expiration, termination or transfer of all of your interest in the Franchise Agreement or the termination of the Employee's employment with you, the Employee will not, without our prior written consent:

(a) Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of the Locations to any competitor.

(b) Directly or indirectly, for himself, herself or through, on behalf of or in conjunction with any person, partnership, corporation or limited liability company, own, maintain, operate, engage in or have any financial or beneficial interest in (including interest in corporations, limited liability companies, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any business which is the same as or similar to Locations including any food business which offers commercial catering as a primary source of income which business is, or is intended to be, located within a 10-mile radius of the Location approved in the Franchise Agreement or of any Location in existence or under construction as of the earlier of: (i) the expiration or termination of, or the transfer of all of your interest in, the Franchise Agreement; or (ii) the time the Employee ceases to be employed by you, as applicable.

11. You undertake to use your best efforts to ensure that the Employee acts as required by this Agreement.

12. The Employee agrees that upon breach of this Agreement, we would be irreparably injured and be without an adequate remedy at law. Therefore, upon breach, or threatened or attempted breach of any of the provisions of this Agreement, we are entitled to enforce this Agreement and entitled, in addition to any other remedies which are available to us at law or in equity, including the right to terminate the Franchise Agreement, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

13. The Employee agrees to pay all expenses (including court costs and reasonable legal fees) incurred by us and/or you in enforcing this Agreement.

14. Any failure by you or us to object to or take action with respect to any breach of this Agreement by the Employee will not operate or be construed as a waiver of or consent to that breach or any later breach by the Employee.

15. This Agreement is governed by and construed and enforced in accordance with the laws of the state of Florida (except for Florida choice of law rules). The parties agree that any action brought by any party against another in any court, whether federal or state, must be brought in Florida in the judicial district in which we have our principal place of business; provided, however, with respect to any action which includes injunctive relief, you or us may bring the action in any court in any state which has jurisdiction. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

16. The parties agree that each of the above covenants is construed as independent of any other covenant or provision of this Agreement. If any portion of a covenant is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which we are a party, the Employee expressly agrees to be bound by the lesser covenant contained within the terms of the covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

17. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement. This Agreement may be modified only by a duly authorized writing signed by all parties.

18. All notices and demands required to be given under this Agreement must be in writing and be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid or facsimile to the respective parties. If directed to us, the notice will be addressed to:

Corporate Caterers Franchisor, LLC
13335 SW 124th Street, Suite 201
Miami, Florida 33186
Attention: ~~Jim Gass, Manager~~___________
Fax: (305) 223-2165 Tel: (305) 223-1230

If directed to you, the notice will be addressed to:

____
Attention:

____

Fax: __________________

Tel: ___________________

If directed to the Employee, the notice will be addressed to:

____
Attention:

____

Fax: __________________

Tel: ___________________

Any notices sent by personal delivery are deemed given upon receipt. Any notices given by facsimile are deemed given upon transmission. Any notices sent by expedited delivery service are deemed delivered upon receipt. Any notices sent by certified or registered mail are deemed given 3 business days after the time of mailing.

19. Our rights and remedies under this Agreement are fully assignable and transferable and become an advantage to the benefit of our successors, assigns and transferees. The respective obligations of you and the Employee under this Agreement are personal in nature and may not be assigned by you or the Employee.

20. This Agreement is not a contract of employment between the Employee and/or any of the other parties signing this Agreement.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

CORPORATE CATERERS FRANCHISOR, LLC

____
(Signature)

____
(Print Name, Title)

YOU:

____
(Signature)

____
(Print Name, Title)

EMPLOYEE:

____
(Signature)

____
(Print Name, Title)

ATTACHMENT D

AUTHORIZATION AGREEMENT FOR ELECTRONIC FUNDS TRANSFER (EFT)

The undersigned ("you" or "your") authorizes Corporate Caterers Franchisor, LLC ("we," "us" or "our") to initiate through our bank or our designee ("Our Bank") debit transactions and, if necessary, credit transactions for adjustments to correct errors, to your checking account indicated below at your bank named below ("Your Bank"). The undersigned also authorizes us to insert in the space provided below your account number when you inform us, by phone, facsimile transmission, or in writing, of the account number, and agree to provide a voided check with the account number on it.

You authorize debits and credits to be made only for the following purposes: payment of amounts due for royalty and System-wide Marketing Fees under the Franchise Agreement dated _________________, 20__ (the "Franchise Agreement"), with us, including late fees and finance charges; payment of amounts due us for goods and services provided to you, including late fees and finance charges; and payment of amounts due us for the System-wide Fund, including late fees and finance charges.

This authority remains in full force and effect until we advise you that the Franchise Agreement has expired or been terminated. You may change Your Bank by signing a new Authorization Agreement for Automatic Debits indicating a new Bank, provided, however, that the Authorization Agreement is not effective until 10 business days after you provide us the signed Authorization Agreement.

FRANCHISEE:

____

By: ____

Title: ______________________________________

Date: __________________

____
(Franchisee's Bank Name & Branch)

____
(City/State/Zip)

____
(Routing Number-9 digits)

____
(Account Number – Attach voided check)

ATTACH VOIDED CHECK HERE WHEN AVAILABLE

ATTACHMENT E

ACKNOWLEDGEMENT ADDENDUM TO CORPORATE CATERERS FRANCHISE AGREEMENT

NOTE: Please read and understand this Addendum in its entirety. As you know, you and we are entering into a Franchise Agreement for the operation of a Corporate Caterers franchise. The purpose of this Acknowledgement Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Further, we also want to confirm that you are not relying on any unauthorized statements or promises. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations*.

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least 14 calendar days prior to signing the Franchise Agreement? Check one: (_)Yes (_) No. If no, please comment: ____
____

2. Have you studied and reviewed carefully our Disclosure Document and Franchise Agreement? Check one: (_) Yes (_) No. If no, please comment: ______________________________
____
____

3. Did you understand all the information contained in both the Disclosure Document and Franchise Agreement? Check one: (_) Yes (_) No. If no, please comment: ____________________
____
____

4. Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the Disclosure Document? Check one: (_) No (_) Yes. If yes, please state in detail the oral, written or visual claim or representation: ______________________________
____

5. Except as stated in Item 19 of the Disclosure Document, did any employee or other person speaking on behalf of Corporate Caterers make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted sales, revenues, expenses, earnings, income or profit levels at any Corporate Caterers location or business, or in the likelihood of success at your franchised business? Check one: (_) No (_) Yes. If yes, please state in detail the oral, written or visual claim or representation:____
____

6. Did any employee or other person speaking on behalf of Corporate Caterers make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document. Check one: (_) Yes (_) No. If yes, please comment:
____
____

7. Do you understand that the franchise granted is for the right to operate a Franchised Business in the Assigned Area and that we will not establish or operate a Corporate Caterers Location or authorize any other person or entity to establish or operate a Corporate Caterers Location within the Assigned Area as stated in Section 1.C of the Franchise Agreement, and that we and our affiliates have the right to issue franchises or operate competing businesses for or at locations, as we determine, (i) outside of your Assigned Area using any trademarks, (ii) inside your Assigned Area if offered and sold other than through a Corporate Caterers business (for example, prepackaged food items through grocery stores or supermarkets, or memorabilia or recipes through other retail outlets), and (iii) inside your Assigned Area using any trademarks other than the Corporate Caterers Trademarks, as described in Section 1.C of the Franchise Agreement? Check one: (_) Yes (_) No. If no, please comment: ____

____

8. Do you understand that the Franchise Agreement contains the entire agreement between you and us concerning the franchise for the Business, meaning that any prior oral or written statements not expressly stated in the Franchise Agreement or Disclosure Document will not be binding and you must rely on any such statements? Check one: (_) Yes (_) No. If no, please comment:

____

____

9. Do you understand that the success or failure of your Corporate Caterers will depend in large part upon your skills and experience, your business acumen, your location, the local market for products under the Corporate Caterers trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your business may change? Check one (_) Yes (_) No. If no, please comment:

____

____

10. Do you understand that you are bound by the non-compete covenants (both in-term and post-term) listed in Section 18 and that an injunction is an appropriate remedy to protect the interests of the Corporate Caterers System if you violate the covenant(s)? Further, do you understand that the term "you" for purposes of the non-compete covenants is defined broadly in Section 18, such that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement?
Check one (__) Yes (__) No. If no, please comment: ____

____

11. Do you understand that any training, support, guidance or tools we provide to you as part of the franchise are for the purpose of protecting the Corporate Caterers brand and trademarks and to assist you in the operation of your business and not for the purpose of controlling or in any way intended to exercise or exert control over your decisions or day-to-day operations of your business, including your sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of your employees and all other employment and employee related matters? Check one (__) Yes (__) No. If no, please comment: ____________________________

____.

12. Do you understand that many factors, including location, management capabilities, local market conditions, and other factors, are unique to each franchised business and may significantly impact the financial performance of your franchised business Check one: (_) Yes (_) No. If no, please comment: ____

~~13~~

13. Do you understand that the financial performance representations set forth in Item 19 of the Disclosure Document are historical data and not projections of future financial performance and they do not reflect any impact from the virus pandemic COVID-19? As such, have you performed due diligence prior to signing the franchise agreement to fully appreciate and understand the impact (if any) of COVID-19 on your Franchised Business? Check one (__) Yes (__) No. If no, please comment: ____

14. Do you understand that due to the COVID-19 virus pandemic and its substantial impact on local, regional and global economies and businesses, (i) your Franchised Business may experience disruptions in customer demand, the supply chain for products and services, employee availability, and other aspects of operating the franchised business, and (ii) you and your Franchised Business may be required to comply with new laws, rules and governmental orders issued in response to the virus outbreak, which could affect the operating costs, revenue and/or cash flow of your Corporate Caterers Franchise? Check one (__) Yes (__) No. If no, please comment: ____________

____

____.

15. On the receipt pages of your Disclosure Document you identified ____________________________

____ as the franchise sellers involved in this franchise sales process. Are the franchise sellers identified above the only franchise sellers involved with this transaction? Check one (__) Yes (__) No. If no, please identify any additional franchise sellers involved with this transaction: ____________

____

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

<u>NOTE:</u> IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS OWNERS MUST EXECUTE THIS ACKNOWLEDGEMENT.

Signed:______________________________
Print Name: __________________________
Date: _______________________________

Signed: ____________________________
Print Name: _________________________
Date: ______________________________

Signed: _____________________________
Print Name: ___________________________
Date: ________________________________

APPROVED ON BEHALF OF CORPORATE CATERERS FRANCHISOR, LLC

By:________________________________
Title: ______________________________
Date: ______________________________

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

EXHIBIT E
PROCOR END-USER SOFTWARE LICENSE AGREEMENT

PROCOR

END-USER SOFTWARE LICENSE AGREEMENT

This End-User Software License Agreement (the “Agreement”) is made and effective [DATE],

BETWEEN: **Corporate Caterers Franchisor LLC** (the "Licensor"), a corporation organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its office located at:

13335 SW124th Street #201, Miami, Florida, 33186, United States

AND: **[LICENSEE NAME]** (the "Licensee"), a corporation organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

RECITALS

WHEREAS, Licensor has developed certain computer programs and related documentation more particularly described in Schedule A attached hereto (the "Products") and desires to grant Licensee a license to use the Software.

WHEREAS, Licensee wishes to use the Software under the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensee and Licensor hereby agree as follows:

1. DEFINITIONS

The following definitions shall apply to this Agreement:

"Software" means the computer programs and documentation listed in Schedule A attached to this Agreement.

"Install" means placing the Software on a computer's hard disk, CD-ROM or other secondary storage device.

"Derivative Works" means a work that is based upon one or more preexisting works, such as a revision, modification, translation, abridgment, condensation, expansion or any other form in which such a preexisting work may be recast, transformed or adapted, and that, if prepared without authorization by the owner of the preexisting work, would constitute copyright infringement.

"Use" means (i) executing or loading the Software into computer RAM or other primary memory, and (ii) copying the Software for archival or emergency restart purposes.

"Territory" means [SPECIFY TERRITORY]

2. SOFTWARE LICENSE

This License is effective when executed by both parties and will last for a term of your Franchise Agreement. Thereafter, this License shall automatically be renewed along with your Franchise Agreement unless Licensee gives Licensor written notice at least 30 days before the day on which the license or renewal would expire of its intention not to renew this License.

3. LICENSE FEE

As consideration for the perpetual license to use the Software System granted to Licensee herein, Licensee shall pay to Licensor the total sum of $________ dollar fee for development and setup as well as first 6 months of use fee

Monthly Fee for the perpetual license of $425.00. This fee covers customer service cost and quarterly upgrades and maintenance to software. This will be collected the 15th of every month to be paid by ACH transfer 6 months after my opening date.

4. LICENSEE'S AND OBLIGATIONS

The Software and Documentation are protected by United States copyright laws and international treaties. Licensee must treat the Software and Documentation like any other copyrighted material – for example a book. Licensee may not:

A. Copy the Documentation

B. Copy the Software except to make archival or backup copies as provided above

C. Modify or adapt the Software or merge it into another program

D. Reverse engineer, disassemble, decompile or make any attempt to discover the source code of the Software

E. Place the Software onto a server so that it is accessible via a public network such as the Internet

F. Sublicense, rent, lease or lend any portion of the Software or Documentation

5. REPRESENTATIONS AND WARRANTIES

Licensor hereby represents and warrants to Licensee that:

A. Licensor is the owner of all right, title and interest, including copyright, in all the Licensed Materials, or has the authority to enter into this Agreement on behalf of the owner.

B. Licensor has not granted any rights or licenses to the Licensed Materials that would conflict with Licensor's obligations under this Agreement.

C. Licensor is fully aware of Licensee's business requirements and intended uses for the Software and the Software shall satisfy such requirements and is fit for such intended uses.

D. Licensor will not enter into any agreement with any third party which would affect Licensee's rights under this Agreement, or bind Licensee to any third party, without Licensee's prior written consent.

E. Licensee's use of the Licensed Materials as authorized by this Agreement will not infringe any existing copyright, trade secret, patent or trademark rights of any third party.

6. TERMINATION

Licensor shall have the right to immediately terminate this License if Licensee fails to perform any obligation required of Licensee under this Agreement or if Licensee becomes bankrupt or insolvent. This License Agreement takes effect upon Licensee's use of the software and remains effective until terminated. Licensee may terminate it at any time by destroying all copies of the Software and Documentation in its possession. It will also automatically terminate if Licensee fails to comply with any term or condition of this License Agreement.

Upon termination of this License, Licensee shall return to Licensor or destroy the original and all copies of the Software including partial copies and modifications. Licensor shall have a reasonable opportunity to conduct an inspection of Licensee's place of business to assure compliance with this provision. Licensor shall have the right to terminate License if Licensee becomes 3 months delinquent on monthly use payments.

7. TITLE TO SOFTWARE

Licensor retains title to and ownership of the Software and all enhancements, modifications and updates of the Software.

8. MODIFICATION AND ENHANCEMENTS

Licensee will make no efforts to reverse engineer the Software, or make any modifications or enhancements without Licensor's express written consent.

9. THE SOFTWARE

The Software shall consist of the modules or components, shall perform the functions and shall comply with the proposals and specifications, identified or set forth on Schedule A, annexed hereto. Each Software module or component, specification and proposal included or referred to in Schedule A is expressly incorporated by reference herein.

10. DOCUMENTATION

The Documentation shall consist of all operator and user manuals, training materials, guides, listings, specifications, and other materials for use in conjunction with the Software.

11. OPERATING ENVIRONMENT

The Software, and each module or component and function thereof, shall be capable of operating fully and correctly on the combination of computer equipment ("Hardware") the programming language and the Operating System.

12. DELIVERY

Within 14 days of the execution of this Agreement by Licensor, Licensor shall deliver to Licensee's located at [ADDRESS] (the "Site"), the Software together with the copy of the Documentation. Upon at least 7 days' notice to Licensor, Licensee may postpone the delivery of the Software System to a mutually agreed-upon date no more than 30 days thereafter.

13. SOFTWARE INSTALLATION AND ACCEPTANCE

Promptly after delivery of the Software System to the Site the Licensor shall successfully conduct all of its own testing procedures on the Software. Upon successful completion of every element of the acceptance testing procedure, Licensee shall execute a written notice of acceptance of the Software.

14. NEW LOCATION

Licensee may, at any time, without prior notice to or consent of Licensor, transfer the Software to any location other than the site of initial installation for use on any other central processing unit ("CPU") which is owned or controlled by Licensee or by subsidiaries or other entities owned or controlled by Licensee. Licensee shall thereafter promptly give Licensor notice of such new location.

15. TRAINING

The License Fee includes all costs for the training of Licensee's employees on the use and operation of the Software on the Hardware, including instructions in any necessary conversion of Licensee's data for (to the best of our ability) such use. Pursuant to a mutually agreed upon schedule, Licensor shall provide sufficient experienced and qualified personnel to conduct training of groups of up to 3 employees or other personnel of Licensee at a location or locations agreed upon by both parties.

16. SOFTWARE MAINTENANCE

a. During the warranty period, Licensor shall promptly notify Licensee of any defects or malfunctions in the Software or Documentation of which it learns from any source. Licensor shall promptly correct any defects or malfunctions in the Software or Documentation discovered during such warranty period and provide Licensee with corrected copies of same, without additional charge. Licensor's obligation hereunder shall not affect any other liability which it may have to Licensee.

b. Licensor shall provide to Licensee, without additional charge, copies of the Software System and Documentation revised to reflect any enhancements to the Software System made by Licensor during the warranty period. Such enhancements shall include all modifications to the Software System which increase the speed, efficiency or ease of operation of the Software System, or add additional capabilities to or otherwise improve the functions of the Software System.

17. ADDITIONAL SUPPORT

During the warranty period, Licensor shall provide to Licensee, without additional charge, all reasonably necessary telephone or written consultation requested by Licensee in connection with its use and operation of the Software System or any problems therewith. Telephone consultation shall be requested and provided only during Licensor's normal business hours and Licensee shall pay all long distance telephone charges in connection therewith.

18. CONFIDENTIALITY

Each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, methods, processes or procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance of this Agreement, without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this Agreement.

The Software contains trade secrets and proprietary know-how that belong to us and it is being made available to Licensee in strict confidence.

ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCALS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS LICENSE AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF OUR TRADE SECRET RIGHTS.

19. PUBLICITY

Licensor shall not refer to the existence of this Agreement in any press release, advertising or materials distributed to prospective customers, without the prior written consent of Licensee.

20. LICENSOR'S PROPRIETARY NOTICES

Licensee agrees that any copies of the Software or Documentation which it makes pursuant to this Agreement shall bear all copyright, trademark and other proprietary notices included therein by Licensor and, except as expressly authorized herein, Licensee shall not distribute same to any third party without Licensor's prior written consent. Notwithstanding the preceding sentence, Licensee may add its own copyright or other proprietary notice to any copy of the Software or Documentation which contains modifications to which Licensee has ownership rights pursuant to this Agreement.

21. MOST FAVORED CUSTOMER

Licensor agrees to treat Licensee as its most favored customer. Licensor represents that all of the prices, warranties, benefits and other terms being provided hereunder are equivalent to or better than the terms being offered by Licensor to its current customers. If, during the warranty period, Licensor enters into an agreement with any other customer providing such customer with more favorable terms, then this Agreement shall be deemed appropriately amended to provide such terms to Licensee. Licensor shall promptly provide Licensee with any refund or credits thereby created.

22. ASSIGNMENT

Licensee may assign this agreement to any subsidiary or affiliate under its control, or as part of the sale of that part of its business which includes the Hardware or any substantial portion of its data processing facilities, or pursuant to any merger, consolidation or other reorganization, without Licensor's consent, upon notice to Licensor. Licensor shall not assign this Agreement without Licensee's prior written consent, which shall not be unreasonably withheld. An assignee of either party, if authorized hereunder, shall have all of the rights and obligations of the assigning party set forth in this Agreement.

23. INDEMNITY

Licensor agrees to indemnify and hold harmless Licensee and its subsidiaries or affiliates under its control, and their directors, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that Licensee's use or possession of the Software or Documentation, or the license granted hereunder, infringes or violates the copyright, trade secret or other proprietary right of any third party. Licensor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Licensee gives Licensor prompt notice of any such claim of which it learns. No settlement which prevents Licensee from continuing to use the Software System as provided herein shall be made without Licensee's prior written consent. In all events, Licensee shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing.

24. ARBITRATION

The parties agree to submit any dispute under this License to binding arbitration Miami Dade County. Judgment upon the award rendered by the arbitrator may be entered in any court with jurisdiction to do so.

25. ATTORNEY FEES

If any legal action is necessary to enforce this License, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which it may be entitled.

26. LIMITED LIABILITY

Unless otherwise expressly stated herein, Licensor shall not be liable to Licensee for any consequential damages arising out of Licensor's breach of this Agreement.

27. NOTICE

All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested, to the parties at the respective addresses set forth above or to such other address as the party to receive the notice has designated by notice to the other party.

28. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Florida.

29. CONSENT TO JURISDICTION, VENUE AND SERVICE

Licensor consents and agrees that all legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within the State of Florida, and Licensor consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address at which it is to receive notice as provided herein.

30. SEVERABILITY

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

31. NO WAIVER

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

32. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding of the parties as to its subject matter and may not be modified except in a writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

LICENSOR	LICENSEE
____________________________	____________________________
Authorized Signature	Authorized Signature
____________________________	____________________________
Print Name and Title	Print Name and Title

ESTIMATE OF LICENSE SOFTWARE FEES & SERVICES – SCHEDULE A

ProCor Hosted Software License Fees

Hosted Service	Qty	Unit Cost	Monthly	Initial Setup Fee
Hosted Enterprise Licensing Fees				
One Time Setup of Server License	1	$4,850.00		$1,500.00
New Franchise Only (6 Months Prepaid)	6	$2,550.00		
Existing Franchise (Monthly User Fee)	1		$425.00	
Support included in Monthly Fee	1	$0.00		

EXHIBIT F

FORM GENERAL RELEASE

GENERAL RELEASE

(*Form only; subject to change*)

For and in consideration of the Agreements and covenants described below, Corporate Caterers Franchisor, LLC ("Corporate Caterers") and _____________ ("Franchisee") enter into this Release of Claims ("Agreement").

RECITALS

A. Corporate Caterers and Franchisee entered into a CORPORATE CATERERS® Franchise Agreement dated ______________, ____.

B. [NOTE: Describe the circumstances relating to the release.]

C. Subject to and as addressed with greater specificity in the terms and conditions set forth below, Corporate Caterers and Franchisee now desire to settle any and all disputes that may exist between them relating to the Franchise Agreement.

AGREEMENTS

1. **Consideration**. [NOTE: Describe the consideration paid.]

2-3. [NOTE: Detail other terms and conditions of the release.]

4. **Release of Claims by Franchisee.** Except as may be prohibited by applicable law, and in consideration of the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, Franchisee, for itself, its heirs, successors and assigns, affiliates, directors, officers and shareholders, and any other party claiming an interest through them (collectively and individually referred to as the "Franchisee Parties") release and forever discharge Corporate Caterers, its predecessors, successors, assigns, affiliates, directors, officers, shareholders, and employees (collectively and individually referred to as the "Franchisor Parties") of and from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which you may now or in the future own or hold, that in any way relate to the Franchise Agreement or the business relationship between the parties (collectively, "Claims"), for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Franchise Agreement or any other related agreement between you and Franchisor or your affiliate and Franchisor.

The Franchisee Parties do not release the Franchisor Parties from any obligations arising by virtue of this Agreement and the Franchisor Parties' failure to comply with those obligations.

5. **Release of Claims by Franchisor.** Except as noted in this Section 5, and subject to your compliance with the terms and conditions of this Agreement, including the payment of $______ to Corporate Caterers, Franchisor Parties hereby release and forever discharge Franchisee

Parties from any and all Claims, for known or unknown damages or other losses including but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Franchise Agreement or any other related agreement between you and Franchisor or your affiliate and Franchisor.

The Franchisor Parties do not release the Franchisee Parties from any obligations arising by virtue of this Agreement and the Franchisee Parties' failure to comply with those obligations. Further, the Franchisor Parties do not release the Franchisee Parties from any Claims related to Franchisee's (i) indemnification obligations under Section ___ of the Franchise Agreement, (ii) non-disclosure obligations under Section ___ of the Franchise Agreement, and (iii) post-termination non-compete obligations under Section __ of the Franchise Agreement, each of which remain in full force and effect and are incorporated by reference in this Agreement.

6. **Acknowledgement.** The releases of Claims set forth in Section 4 and Section 5 are intended by the Franchisor Parties and the Franchisee Parties (collectively, the "Parties) to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the one of the Parties against the other Party regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. In making this voluntary express waiver, the Parties acknowledge that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Parties' respective intentions to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. This Release is and shall be and remain a full, complete and unconditional general release. The Parties further acknowledge and agree that no violation of this Agreement shall void the releases set forth in this Agreement.

7. **Reservation of Claims Against Non-Settling Parties.** Corporate Caterers and Franchisee expressly reserve their right and claims against any non-settling persons, firms, corporations, or other entities for whatever portion or percentage their damages are found to be attributable to the wrongful conduct of said non-settling parties.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relative to the subject matter contained herein, and all prior understandings, representations and agreements made by and between the parties relative to the contents contained in this Agreement are merged into this Agreement.

9. **Voluntary Nature of Agreement.** The parties acknowledge and agree that they have entered into this Agreement voluntarily and without any coercion. The parties further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the terms of this Agreement, and that they fully understand and voluntarily accept the terms.

10. **Governing Law and Jurisdiction.** This Agreement will be construed and enforced in accordance with the law of the state of Florida.

11. **Attorneys' Fees.** All rights and remedies under this Agreement shall be cumulative and none shall exclude any other right or remedy allowed by law. In the event of a breach of this Agreement that requires one of the parties to enforce the terms and conditions of this Agreement, the non-prevailing party shall pay the prevailing party's attorneys' fees and costs incurred by reason of the breach.

Dated: _____________, 20__

CORPORATE CATERERS FRANCHISOR, LLC

By_________________________________

Its___________________________

Dated: _____________, 20__

FRANCHISEE:______________________

By_________________________________

Its___________________________

EXHIBIT G
STATE ADDENDA

ADDENDUM TO THE CORPORATE CATERERS®
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

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

The following statement is added to Item 3:

Neither Franchisor nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 8.78(a) et seq., suspending or expelling such persons from membership in such association or exchange.

The following statements are added to Item 17:

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

2. California Corporations Code, Section 31125 requires us to give you a Disclosure Document, approved by the Department of Business Oversight prior to a solicitation of a proposed material modification of an existing franchise.

3. California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

4. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

5. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

6. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

7. The franchise agreement requires binding arbitration. The arbitration will occur in the county where our headquarters are then located (currently, Los Angeles County, California) with the costs being borne by the non-prevailing party.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

ADDENDUM TO CORPORATE CATERERS FRANCHISOR, LLC
FRANCHISE AGREEMENT
REQUIRED FOR
CALIFORNIA FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated ________________________ between Corporate Caterers Franchisor, LLC ("Franchisor") and ____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of California; (b) Franchisee is a resident of the State of California; and/or (c) the Franchised Business will be located or operated in the State of California.

2. California Business and Professions Code Sections 20000 through 20043, the California Franchise Relations Act, provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

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

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

FRANCHISOR:	FRANCHISEE:
CORPORATE CATERERS FRANCHISOR, LLC	_____________________________________
By: _______________________________	By: _______________________________
Its:	Its:
Date: _____________________________	Date: _____________________________

ADDENDUM TO THE CORPORATE CATERERS®
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

Item 5, Additional Disclosures. The following statement is added to Item 5:

Franchisor agrees to defer collection of the initial fees until Franchisor has performed all of its pre-opening obligations and Franchisee has opened its franchise business. The Illinois Attorney General's Office has imposed a deferral requirement due to the Franchisor's financial condition.

Item 17, Additional Disclosures. The following statements are added to Item 17:

Illinois law governs the agreements between the parties to this franchise.

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

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

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

ADDENDUM TO CORPORATE CATERERS FRANCHISOR, LLC
FRANCHISE AGREEMENT
REQUIRED BY
THE ILLINOIS FRANCHISE DISCLOSURE ACT

Notwithstanding anything to the contrary set forth in the Corporate Caterers Franchisor, LLC Franchise Agreement (the “Agreement”), the following provisions shall supersede and apply to all Corporate Caterers franchises offered and sold in the state of Illinois:.

Section 4.A of the Franchise Agreement is revised to include the following statement: Franchisor agrees to defer collection of the initial fees until Franchisor has performed all of its pre-opening obligations and Franchisee has opened its franchise business. The Illinois Attorney General’s Office has imposed a deferral requirement due to the Franchisor’s financial condition.

Illinois law governs the agreements between the parties to this franchise.

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

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

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

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

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

FRANCHISOR: CORPORATE CATERERS FRANCHISOR, LLC	FRANCHISEE: ____________________________
By: ________________________ Its: Date: ________________________	By: ________________________ Its: Date: ________________________

ADDENDUM TO THE CORPORATE CATERERS®
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND

Items 5 and 7, Initial Fees. The following statements are added to Items 5 and 7:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

Item 17, Additional Disclosures. The following statements are added to Item 17:

The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The "Summary" column of Item 17(h) of the Disclosure Document, pertaining to "Cause defined – defaults that cannot be cured" is supplemented to state that any provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law.

Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law, provided that the Franchise Agreement may provide for arbitration in a forum outside of Maryland.

Section 14-227(e) of the Maryland Franchise Registration and Disclosure Law requires that any claims arising under that Law be brought within 3 years after the grant of the franchise.

ADDENDUM TO CORPORATE CATERERS FRANCHISOR, LLC
FRANCHISE AGREEMENT
REQUIRED FOR
MARYLAND FRANCHISEES

This Addendum to Franchise Agreement ("Franchise Agreement") dated __________________ between Corporate Caterers Franchisor, LLC ("Franchisor") and ________________________ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Maryland; (b) Franchisee is a resident of the State of Maryland; and/or (c) the Franchised Business will be located or operated in the State of Maryland.

2. The following sentence is added to the end of Sections 2.B (Renewal) and 15.B (Transfer of Interest):

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

~~3~~

3. The following sentence is added to the end of Section 4.A (Franchise and Royalty Fees):

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

4. The following sentence is added to the end of Section 26.A (Applicable Law and Arbitration):

Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law, provided that the Franchise Agreement may provide for arbitration in a forum outside of Maryland.

~~4~~5. The following sentence is added to the end of Sections 24 (Entire Agreement) and 27 (Acknowledgments):

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

~~5~~6. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

~~6~~7. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

FRANCHISOR:	FRANCHISEE:
CORPORATE CATERERS FRANCHISOR, LLC	______________________________
By: ______________________	By: ______________________
Its:	Its:
Date: ______________________	Date: ______________________

ADDENDUM TO THE CORPORATE CATERERS®
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

The following information applies to franchises and franchisees subject to Minnesota statutes and regulations. Item numbers correspond to those in the main body.

Item 13

We will indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding arising out of your use of any Mark; provided such use is in compliance with the Franchise Agreement. We will also reimburse you for all costs reasonably incurred by you in the defense of any such claim brought against you in any such proceeding in which you are named as a part. You must timely notify us of such claim or proceeding and comply with the Franchise Agreement.

Item 17

1. Minnesota law provides you with certain termination and nonrenewal rights. As of the date of this Disclosure Document, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

2. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

3. In the event you breach or threaten to breach any of the terms of this Agreement, we will be entitled to seek an injunction restraining such breach and/or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as the arbitrators make a final and binding determination.

4. No release language contained in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota, provided, that this part will not bar the voluntary settlement of disputes.

ADDENDUM TO CORPORATE CATERERS FRANCHISOR, LLC
FRANCHISE AGREEMENT
REQUIRED BY
THE MINNESOTA FRANCHISE ACT

This Addendum pertains to franchises sold in the State of Minnesota and is for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. We will undertake the defense of any claim of infringement by third parties involving the CORPORATE CATERERS mark, and you will cooperate with the defense in any reasonable manner prescribed by us with any direct cost of such cooperation to be borne by us.

2. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Franchise Agreement, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of the Franchise Agreement.

3. Sections 26.A and 26.B of the Agreement are modified to provide as follows:

> It is mutually agreed that in the event of a breach or threatened breach of any of the terms of this Agreement by you, we will forthwith be entitled to seek an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrators.

4. Sections 26.B and 26.C are amended to provide:

> Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.4400(d) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

5. No release language contained in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota, provided, that this part will not bar the voluntary settlement of disputes.

6. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

FRANCHISOR: CORPORATE CATERERS FRANCHISOR, LLC	FRANCHISEE: ____________________________________
By: ______________________________ Its: Date: ____________________________	By: ______________________________ Its: Date: ____________________________

ADDENDUM TO THE CORPORATE CATERERS®
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK

The New York Addendum is only applicable if you are a resident of New York or if your business will be located in New York.

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.
REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

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

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

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

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

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

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

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

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

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

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

8. The following is added to the end of the "Summary" sections of Item 17(v), titled **"Choice of forum",** and Item 17(w), titled **"Choice of law":**

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

ADDENDUM TO CORPORATE CATERERS FRANCHISOR, LLC FRANCHISE AGREEMENT REQUIRED BY THE NEW YORK FRANCHISE LAW

Notwithstanding anything to the contrary set forth in the Corporate Caterers Franchisor, LLC Franchise Agreement and exhibits ("Agreement"), the following provisions shall supersede and apply to all Corporate Caterers franchises sold to residents of the state of New York or if your business is located in New York:

1. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 - 695 may not be enforceable.

2. The following sentence is added at the end of Section 15.A:

   Franchisor will not assign its rights under the Franchise Agreement except to an assignee who in Franchisor's good faith and judgment is willing and able to assume Franchisor's obligations under the Franchise Agreement.

3. The following sentence is added to the end of Sections 2.B and 15.B.2:

   Any provision in the Franchise Agreement requiring Franchisee to sign a general release of claims against Franchisor does not release any claim Franchisee may have under New York General Business Law, Article 33, Sections 680-695.

4. The following sentence is added to the end of Section 26.C:

   Notwithstanding the foregoing, the New York Franchises Law shall govern any claim arising under that law.

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

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

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

FRANCHISOR: CORPORATE CATERERS FRANCHISOR, LLC	FRANCHISEE: ______________________________
By: _________________________	By: _________________________
Its:	Its:
Date: ________________________	Date: ________________________

ADDENDUM TO CORPORATE CATERERS®
FRANCHISE DISCLOSURE DOCUMENT
FOR THE COMMONWEALTH OF VIRGINIA

Items 5 and 7, Additional Disclosure. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed is pre-opening obligations under the franchise agreement.

Item 17, Additional Disclosure. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Franchisor for use in the Commonwealth of Virginia shall be amended as follows:

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

ADDENDUM TO CORPORATE CATERERS FRANCHISOR, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE COMMONWEALTH OF VIRGINIA

Notwithstanding anything to the contrary set forth in the Corporate Caterers Franchisor, LLC Franchise Agreement and exhibits ("Agreement"), the following provisions shall supersede and apply to all Corporate Caterers franchises sold to residents of the state of Virginia or if your business is located in Virginia:

1. Section 4.A.1 of the Franchise Agreement is amended to include the following:

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

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

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

FRANCHISOR: CORPORATE CATERERS FRANCHISOR, LLC	FRANCHISEE: ____________________________
By: ________________________ Its: Date: ______________________	By: ________________________ Its: Date: ______________________

ADDENDUM TO CORPORATE CATERERS®
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF WASHINGTON

~~The Washington Addendum is only applicable if you are a resident of Washington or if your business will be located in Washington.~~

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Item 5, Additional Disclosure. The following language is added to Item 5:

Franchisor will not require or accept the payment of any initial franchise fees until the Franchisor has provided its pre-opening obligations under the Franchise Agreement and the franchisee is open for business.

~~**Item 17, Additional Disclosure**.~~ ~~The following statements are added to Item 17:~~

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

~~In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.~~

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

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

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

ADDENDUM TO CORPORATE CATERERS FRANCHISOR, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE WASHINGTON FRANCHISE ACT

~~Notwithstanding anything to the contrary set forth in the Corporate Caterers Franchisor, LLC Franchise Agreement and exhibits ("Agreement"), the following provisions shall supersede and apply to all Corporate Caterers franchises sold to residents of the state of Washington or if your business is located in Washington:~~

~~1.~~

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Section 4.A.1 of the Franchise Agreement is amended to include the following:

> "Franchisor will not require or accept the payment of any initial franchise fees until the Franchisor has provided its pre-opening obligations under the Franchise Agreement and the franchisee is open for business."

~~2.~~ The ~~state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal if your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.~~undersigned does hereby acknowledge receipt of this addendum.

~~3. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.~~

~~4. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.~~

~~5. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiate settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.~~

~~6. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.~~

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

~~IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.~~

Dated this ________________ day of ______________________________________ 20______.

____

FRANCHISOR~~:~~ FRANCHISEE~~:~~

~~CORPORATE CATERERS FRANCHISOR, LLC~~

____

~~By:~~ ______________________________ ~~By:~~ ______________________________

~~Its:~~ ~~Its:~~

~~Date:~~ ______________________________ ~~Date:~~ ______________________________

ADDENDUM TO CORPORATE CATERERS FRANCHISOR, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE WISCONSIN FRANCHISE ACT

This Addendum pertains to franchisees in the State of Wisconsin and is for the purpose of complying with Wisconsin statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, subparagraph 16.B of the Agreement pertaining to "Termination by Us" is extended as follows:

> We will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will be entitled to written notice of such default, and will have not less than 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between you and us inconsistent with the Law.

3. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date first set forth above.

FRANCHISOR:	FRANCHISEE:
CORPORATE CATERERS FRANCHISOR, LLC	______________________________
By: ______________________________	By: ______________________________
Its:	Its:
Date: ______________________________	Date: ______________________________

EXHIBIT H
BUSINESS DEVELOPMENT AGREEMENT

BUSINESS DEVELOPMENT AGREEMENT

This BUSINESS DEVELOPMENT AGREEMENT (“Agreement") is entered into as of________________________, 201_, by and between ____________________________ (“Franchisee”) and Corporate Caterers Franchise. LLC (“CCF”).

AGREEMENT:

I. SCOPE OF THE AGREEMENT

Franchisee agrees to follow the investment guidelines, established procedures, plans and strategies to promote business development, customer acquisition and revenue growth.

2. RESPONSIBILITIES OF THE PARTIES

Franchisee will commit to do or provide the following:

1. Hire a Business Development Associate (BDA) *no later than 30 days after opening for business*, although Franchisee is free to hire anyone they wish and retain sole responsibility for all ~~Franchsiee~~Franchisee’s employment related decisions, including wages/benefits.
2. Invest in the Business Development Plan (BDP) *for no less than 6 months after opening.* This investment includes, but is not limited to, the established guidelines provided below.
3. Ask CCF for guidance and assistance whenever or wherever needed

CCF will commit to do or provide the following:

1. Provide guidance, training, coaching and assistance as needed or as requested from Franchisee
2. Update and inform Franchisee of changes to overall Agreement as needed
3. Hold Franchisee accountable for adherence to established rules and procedures regarding Agreement
4. Collect and review monthly Franchisee data provided by Franchisee to determine adherence to the BDP.

Task	Timeframe	Investment	Purpose
Hire BDA and Follow BDP (including necessary investments)	NLT 30 days after opening	$20,000 (6 months minimum commitment)	Business Development

Purchase Collateral Support Materials (Pens, Flyers, Brochures, Magnets, Labels, etc.)	Post training/pre-opening	Up to $5,000	Marketing Branding
Purchase Exact Data Mailing List Purchase Business Journals	Post training/pre-opening	Up to $2,500	Identify Opportunities
Establish ezCater settings (Commit to ezCater Agreement)	Post training/pre-opening	$0	Commission Based Business
Establish Constant Contact and Social Media Platforms	**Post training/pre-opening**	**Up to $1,000**	**Marketing**

IN WITNESS WHEREOF, the undersigned duly authorized representative of each party executed this Agreement as of the date first set forth above.

CORPORATE CATERERS FRANCHISOR, LLC	FRANCHISEE
______________________	______________________
Name:	Name:
Date:	Date:

EXHIBIT I
STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

California	[PENDING]
Illinois	[PENDING]
Indiana	[PENDING]
Maryland	[PENDING]
Michigan	[PENDING]
Minnesota	[PENDING]
New York	[PENDING]
Virginia	[PENDING]
Wisconsin	[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.

EXHIBIT J
RECEIPTS

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.

Except as noted below, if Corporate Caterers Franchisor, LLC offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If Corporate Caterers Franchisor, LLC offers you a franchise in New York, we must give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Corporate Caterers Franchisor, LLC offers you a franchise in Iowa or Michigan, we must give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Corporate Caterers Franchisor, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The franchisor is Corporate Caterers Franchisor, LLC, located at 13335 SW 124th Street, Suite 201, Miami, Florida 33186. Its telephone number is (877) 523-1230.

Issuance Date: April ~~9~~16, ~~2019~~2020

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

❑	Jim Gass, 13335 SW 124th Street, Suite 201, Miami, Florida 33186	(877) 523-1230
❑	Greg Halton, 13335 SW 124th Street, Suite 201, Miami, Florida 33186	(877) 523-1230
❑	Elda McGinley, 13335 SW 124th Street, Suite 201, Miami, Florida 33186	(877) 523-1230
❑	Lawrence Powell, 13335 SW 124th Street, Suite 201, Miami, Florida 33186	(877) 523-1230

____ __________
____ __________

Corporate Caterers Franchisor, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received the ~~2019 Franchise~~ Disclosure Document issued on April 16, 2020. This Disclosure Document included the following Exhibits: (A) List of State Administrators, (B) Audited Financial Statements, (C) Manual Table of Contents, (D) Franchise Agreement, (E) Procor End-User Software License Agreement, (F) Form Release Agreement, (G) State Addenda, (H) Business Development Agreement, (I) State Effective Dates, and (~~I~~J) Receipts.

Date:____________________	Date:____________________
Signed: __________________	Signed: __________________
Print Name: _______________	Print Name: _______________
Address: _________________	Address: _________________
City: ____________________	City: ____________________
State __________ Zip________	State __________ Zip________
Phone ( ) ________________	Phone ( ) ________________

Copy for Franchisee

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.

Except as noted below, if Corporate Caterers Franchisor, LLC offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If Corporate Caterers Franchisor, LLC offers you a franchise in New York, we must give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Corporate Caterers Franchisor, LLC offers you a franchise in Iowa or Michigan, we must give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Corporate Caterers Franchisor, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The franchisor is Corporate Caterers Franchisor, LLC, located at 13335 SW 124th Street, Suite 201, Miami, Florida 33186. Its telephone number is (877) 523-1230.

Issuance Date: April ~~9~~16, ~~2019~~2020

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❑	Lawrence Powell, 13335 SW 124th Street, Suite 201, Miami, Florida 33186	(877) 523-1230

____ __________

____ __________

Corporate Caterers Franchisor, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received the ~~2019 Franchise~~ Disclosure Document issued on April 16, 2020. This Disclosure Document included the following Exhibits: (A) List of State Administrators, (B) Audited Financial Statements, (C) Manual Table of Contents, (D) Franchise Agreement, (E) Procor End-User Software License Agreement, (F) Form Release Agreement, (G) State Addenda, (H) Business Development Agreement, (I) State Effective Dates, and (~~I~~J) Receipts.

Date:______________________________
Signed: ____________________________
Print Name: _________________________
Address: ___________________________
City: ______________________________
State _______________ Zip___________
Phone (___)_________________________

Date:______________________________
Signed: ____________________________
Print Name: _________________________
Address: ___________________________
City: ______________________________
State _______________ Zip___________
Phone (___)_________________________

Copy for Corporate Caterers Franchisor, LLC