FRANCHISE DISCLOSURE DOCUMENT

DonutNV Franchising, Inc.
A Florida corporation
3745 S. Hwy 27, Suite A
Clermont, FL 34711
1.833.DonutNV
franchise@donutnv.com
www.donutnvfranchising.com

As a "DonutNV" franchisee, you will operate an interactive mobile mini donut making business, specializing in preparing, cooking, and serving mini donuts, along with other food items and specialty beverages, via a customized vehicle trailer or food truck, for catering to parties, corporate events, and other events or at recurring site locations, under the trade name "DonutNV".

The total investment necessary to begin operation of a DonutNV franchise is $189,580 to $272,900 if you purchase a vehicle trailer or $184,930 to $337,250 if you purchase a food truck. This includes $176,400 to $206,400, if you purchase a vehicle trailer, or $171,750 to $271,750, if you purchase a food truck, that must be paid to the franchisor or affiliate.

The total investment necessary to begin operation under a three-territory Development Rights Rider (including two units) is $374,130 to $520,300 if you purchase two vehicle trailers, or $364,830 to $646,500 if you purchase two food trucks. This includes $236,400 to $266,4000, if you purchase two vehicle trailers, or $231,750 to $331,750, if you purchase two food trucks, that must be paid to the franchisor or affiliate. You must develop at least two DonutNV units under the Development Rights Rider.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact Kristen Seitz at 3745 S. Hwy 27, Suite A, Clermont, FL 34711 and 1.833.DonutNV.

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

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

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

Issuance date: May 6, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only DonutNV 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 DonutNV franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

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

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

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

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

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

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

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

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

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

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

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

(ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

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

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

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

Us, Any Parents, and Certain Affiliates

Our name is DonutNV Franchising, Inc. We are a Florida corporation. We were formed on February 26, 2018, as a Pennsylvania corporation, and converted into a Florida corporation on February 21, 2023. Our principal business address is 3745 S. Hwy 27, Suite A, Clermont, FL 34711. We do not have any parent entities. We do not have any affiliates that offer franchises in any line of business.

Our affiliate, Keystone Manufacturing LLC will sell your trailer or food truck package (custom vehicle trailer or food truck, as applicable, plus all equipment, signage, and substantially all supplies and inventory) to you. This affiliate's business address is 804 W. Mitchell St., Adel, Georgia, 31620. Effective July 31, 2024, we consolidated the operations of our other affiliate, Keystone Amusements Provisioning, LLC, into Keystone Manufacturing LLC. As a result, Keystone Manufacturing LLC is also the sole vendor of any future donut machines you purchase.

Our affiliate, Keystone Amusements IP Holdings, LLC, owns the "DonutNV" trademarks. This affiliate has the same business address as us.

We do not have any predecessors.

We use the names "DonutNV Franchising, Inc." and "DonutNV". We do not intend to use any other names to conduct business.

Our agents for service of process are disclosed in Exhibit A.

We (that is, DonutNV Franchising, Inc.) do not operate businesses of the type being franchised. We do not have any other business activities. We have not offered franchises in other lines of business.

The Franchise Offered

If you sign a franchise agreement with us, you will develop and operate an interactive mobile business specializing in preparing, cooking, and serving mini donuts, along with other food items and specialty beverages, via a mobile customized vehicle trailer or food truck for catering to parties, corporate events, and other events or at recurring site locations. You must use the specialized DonutNV vehicle trailer or food truck for all business that you conduct. The DonutNV business is usually operated to vend at public events that operate for less than 30 days at a time, and to cater at private and corporate events.

If you sign a Development Rights Rider (attached as Exhibit C to this disclosure document), you will develop at least two DonutNV territories and at least two DonutNV trailers and/or food trucks, on an agreed-upon schedule. For each future franchise, we will require you to sign our then-current form of franchise agreement, which will be modified so that you will pay the same royalty fees and brand fund contribution as your first franchise agreement (but otherwise may be different than the original Franchise Agreement that you signed).

If we provide you with any confidential information prior to executing a franchise agreement (for example, in connection with a Confirmation Day or upon your request), we reserve the right to require you to execute a Confidentiality, Non-Use and Non-Competition Agreement (attached as Exhibit M to this disclosure document) prior to receiving such confidential information.

There is one DonutNV "brick-and-mortar" store operated by a franchisee. However, we are not currently offering franchises to operate as a "brick-and-mortar" fixed retail business.

The mobile unit may be stored at a commercial or residential location (unless local laws do not permit storage at your residence). You must also have at least 100 square feet of dry, secure storage. The business does not require a publicly accessible office, so you may conduct the administrative functions from a home office if local laws allow.

The market for food trucks and other mobile food service businesses in general is well established and competitive. The specific market for mobile donut food trucks, and specifically franchised food trucks, is new and developing. Sales are somewhat seasonal, as outdoors events depend on appropriate weather.

You will compete against other food trucks and mobile food services business. Some of our competitors are based out of restaurants and have much larger financial resources.

Laws and Regulations

The food service industry has certain laws and regulations specific to it. The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and various state and local health departments administer and enforce laws and regulations that govern food preparation and service, waste disposal, and sanitary conditions. State and local agencies inspect food service businesses for compliance with these requirements. In most jurisdictions, you will need a license specific to mobile food service. Federal and state regulations impose specific requirements on the construction, maintenance, and operating condition of your unit. Some jurisdictions have regulations specific to management of food service workers, including wages and tips. Applicable laws and regulations prohibit false or misleading claims regarding health and nutrition of food items.

In most jurisdictions, you will need to use a commercial kitchen or commissary that complies with all applicable laws and has all applicable permits.

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

Business Experience

We have offered franchises since 2018.

Alex Gingold founded Keystone Amusements LLC in 2010. The entity supplied coin operated vending and amusement machines to businesses. The entity operated solely in the amusements business until April 2014. At that time, Keystone Amusements LLC ceased operating as an amusements company and began operating a mini donut business similar to the franchise offered, under the brand name "Cinnamini Donuts". In 2018, our owners rebranded the concept as "DonutNV" (and ceased using the brand name "Cinnamini Donuts"). Keystone Amusements LLC currently operates two DonutNV trailers based in Pottstown, Pennsylvania. DonutNV was originally based in Pottstown, Pennsylvania. We relocated to the Orlando, Florida metro area in 2021.

Item 2
BUSINESS EXPERIENCE

Amanda Gingold – Co-Founder and President. Amanda Gingold has been President and a member of the Board of Directors of DonutNV in Orlando, FL (and previously Pottstown, PA) since February 2018.

Kristen Seitz – Senior Vice President. Kristen Seitz has been a Senior Vice President of DonutNV in Orlando, FL since August 2024. From January 2023 to July 2024, Ms. Seitz served as Co-Founder, Senior Consultant of Recur Group LLC in Orlando, FL. From August 2005 to March 2022, Ms. Seitz served as the Global Chief of Operations for Vivaticket in Orlando, FL.

Alex Gingold – Co-Founder. Alex Gingold has been a member of the Board of Directors of DonutNV in Orlando, FL (and previously Pottstown, PA) since February 2018.

Juan Valdez – Director of Training and Brand Development. Juan Valdez has been a Coaching & Training Specialist of DonutNV in Orlando, FL since March 2024. From March 2020 to March 2024, Mr. Valdez served as Owner/Operator of Professional Home and Interior Solutions in Ocala, FL. From September 2017 to March 2020, Mr. Valdez served as the Director of Learning & Development for Factory Direct Enterprises in Edison, NJ.

Item 3
LITIGATION

No litigation is required to be disclosed in this Item.

Item 4
BANKRUPTCY

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

Item 5
INITIAL FEES

Franchise Fee

When you sign your franchise agreement, you must pay us a franchise fee of $59,500 for a territory with up to 100,000 people. If your territory is larger than 100,000 people, the fee will increase by $0.50 per person. In 2024, these fees ranged from $59,500 to $89,500 (for multiple territories). The franchise fee is not refundable.

We offer a $5,000 discount on your first territory to qualifying military veterans. The military discount is available to veterans who have received a discharge (other than dishonorable) as well as any active-duty personnel. If the franchisee is a corporation, limited liability company, or other legal entity, the veteran participant must have at least 51% ownership interest in the entity to qualify for this discount. To receive the discount, you must provide us a copy of form DD-214, reflecting your military status, before the Franchise Agreement is signed. This discount does not apply to additional territories purchased by a qualifying veteran, nor does it apply to the cost of your trailer or food truck or any other item purchased from us or our affiliates.

Trailer/Food Truck, Equipment, Signage, and Supplies

At your election, you will order either your DonutNV vehicle trailer (i.e., non-motorized vehicle trailer intended to be towed by your separately-provided tow vehicle and powered by a gas generator) or food truck (i.e., self-propelled vehicle containing all food preparation and serving facilities and powered (when stationery for food service) by an onboard battery system), outfitted with all equipment, signage, and substantially all supplies and inventory (such as donut machines, refrigerated beverage dispenser, mixer, juicer, coffee urns, food containers, utensils, small wares, and proprietary donut mix) from our affiliate, Keystone Manufacturing LLC. The cost will be $114,650 to $124,650 for a trailer and $110,000 to $189,500 for a food truck. (These costs are as of the date of this disclosure document, but we reserve the right to raise or lower these costs if there are changes in prices charged to our affiliate from suppliers and vendors.) If upfits are necessary for your trailer or food truck to comply with your local and state requirements the additional cost will range up to $20,000. See Exhibit J to this disclosure document for the mobile unit package. You must order your trailer or food truck (and sign a Purchase and Sale Agreement as shown in the form attached as Exhibit K-1 for a trailer and Exhibit K-2 for a food truck) when you sign your franchise agreement or within 90 days thereafter. You will pay 50% of the cost of the trailer or food truck, as applicable, upon signing, with the balance due seven days prior to when the trailer or food truck is ready to be delivered to you. Neither payment is refundable.

Technology Setup and Marketing Package

You will pay us a $2,250 technology setup and marketing package fee upon signing the Franchise Agreement. We will provide you with an iPad tablet and certain software and services, as well as marketing postcards and business cards. This fee is not refundable.

Multi-Territory Development

If you sign a Development Rights Rider to the Franchise Agreement (or if you sign multiple Franchise Agreements at the same time), you will purchase multiple territories (of up to 100,000 people each) and commit to operating multiple DonutNV trailers or food trucks on an agreed schedule. Your fees for multiple territories will be as follows:

Two Franchise Territories:	$89,500
Three Franchise Territories:	$119,500
Four Franchise Territories:	$149,000
Five Franchise Territories:	$178,000

If you buy three or four territories, you must start your business with at least two trailers and/or food trucks. For each additional two territories you buy, you must start your business with an additional trailer or food truck. For example, if you buy five or six territories, you must start your business with three trailers and/or food trucks. You will sign a separate Franchise Agreement for each trailer or food truck.

All fees are payable in full upon signing the Development Rights Rider. These fees are uniform and are not refundable.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	$750 per month per unit	The first day of each calendar month; provided, that if such day is not a business day, such payment shall be made on the next succeeding business day	A "unit" is your initial DonutNV trailer or food truck and any other vehicle, trailer, or other unit for serving DonutNV products. See Notes 1, 2, and 3.
Brand Fund Contribution	Flat rate of $200 per month per unit	The first day of each calendar month; provided, that if such day is not a business day, such payment shall be made on the next succeeding business day	See Notes 1, 2, and 3.

Type of Fee	Amount	Due Date	Remarks
Credit Card Processing Fee	5% of all Royalty Fees, Brand Fund Contributions and other fees paid to us by credit card	As credit card payments are made to us	See Note 1.
Technology fee	Currently, $300 per month per unit	The first day of each calendar month; provided, that if such day is not a business day, such payment shall be made on the next succeeding business day	We reserve the right to charge a commercially reasonable fee for software and other technology products and services we provide. In exchange for the Technology Fee, we currently provide you with access to our proprietary system for managing event leads, DonutNV.com web management, one email address per open unit, access to the merchandise ordering portal, access to our online operations manual and training program, GPS tracking service per open unit and data service for your DonutNV iPad. The technology fee will not necessarily be a pass-through of our exact costs. We may add, remove, or alter the software or technology products or services that we provide. We may increase this fee after 30 days' prior notice. See Notes 1 and 2.
Breach of territory fee	$1,000 per violation.	Upon demand	Payable to us if you serve a customer or event inside the protected territory of another DonutNV operator. We may direct the funds at our option. Payable per day of violation.
Local advertising, marketing, and promotional expenditures	Minimum of $500 per month per unit	Yearly	Paid to third parties, not to us.
Renewal fee	25% of the then current franchise fee (but not less than $10,000)	Upon signing a successor franchise agreement	
Non-compliance fee	$250 per instance	On demand	We may charge you $250 for any aspect of your business which is not in compliance with our system specifications or the

Type of Fee	Amount	Due Date	Remarks
			franchise agreement and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you $250 per week until you correct such non-compliance.
Fee for unauthorized use of social media sites or groups	$1,000 per instance	On demand	We may charge you $1,000 in the event you, directly or indirectly, participate in any social media groups or websites in your capacity as a DonutNV franchisee, or otherwise refer to or discuss your franchised business, us or the DonutNV brand on such groups or sites, without our prior written consent.
Fee for unauthorized posting of sale of franchised business	$5,000 per posting, per DonutNV webpage/social media platform	On demand	We may charge you $5,000 for each posting of the sale of your franchised business on your DonutNV webpage or our official social media platforms, without our prior written consent.
Late fee	$25 per day plus interest on the unpaid amount at a rate equal to 12% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest late fee and interest rate allowed by law)	On demand	We may charge a late fee if you fail to make a required payment when due.
Transfer fee	$10,000 (plus any broker and third-party fees incurred by us)	When transfer occurs	Payable upon the sale of your franchised business, including the territory. If only the trailer is sold and the territory is not transferred, a $5,000 trailer resale fee applies instead. Only one fee will be charged per transaction.
Change of territory fee	$3,000 per territory	On demand	You do not have the right to change your territory. If you request a change in territory, we may reject the request or approve it subject to conditions, including payment of this fee.
Testing or supplier approval fee	$150	Prior to testing	Payable if you request that we test a new product or supplier. We will refund this fee

Type of Fee	Amount	Due Date	Remarks
			if we approve the product or supplier for use by the entire system.
Loss or Misappropriation of Manual	$750	On demand	Payable if you lose, give away, make unauthorized copies, fail to return or otherwise misappropriate all or some of our confidential Operations Manual.
Management fee	40% of gross sales plus our expenses	Monthly	We have the right to temporarily manage your business and charge this fee if (i) you die or become incapacitated, or (ii) you operate the business in a dangerous manner.
Additional initial training attendee fee	Currently, $500 per person for each person you send to initial training above the first two	Prior to attending training	If you choose to send more than two people to initial training, you will pay our then-current fee per person.
Additional training fee	Currently, $500 per day for training at our location; currently $1,000 per day plus our expenses for training at your location	Prior to attending training	If you send a manager or other employee to our training program after you open, we will charge our then-current fee. If we provide additional training or other in-person support to you in response to your request, we may charge our then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).
Optional fee for tow vehicle wrap design	$2,500	Prior to requesting assistance or approval	If you wish to wrap your tow vehicle, you will pay us a fee of $2,500 per ten-year term per vehicle for assistance with design and review for approval. You would be responsible for all design, print material, and installation costs of wrapping your tow vehicle.
Third party vendors	Pass-through of costs, plus administrative charge. Currently, none.	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together with a markup or charge (not to exceed

Type of Fee	Amount	Due Date	Remarks
			20%) for administering the payment program.
Software subscription	Currently, $30 to $90 per month for QuickBooks	As required by software provider	We require you to use certain software as described in Item 11. You pay subscription fees directly to the software supplier, and not to us.
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.
Costs of collection or enforcement	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us or otherwise enforcing your franchise agreement.
Customer satisfaction resolution	Our expenses	On demand	We may take any action we deem appropriate to resolve a customer complaint about your business to our satisfaction. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Safety and brand standards review	Currently, $550 per annual inspection	When billed	Our vendor EcoSure performs an annual food safety and brand standards review. This fee is currently $550 per annual inspection. In the future, we may perform such reviews ourselves, or designate another third-party vendor to perform the reviews. We reserve the right to increase the fee, as long as it is commercially reasonable.
Special inspection fee	Currently $600, plus our out-of-pocket costs	On demand	Payable only if (a) we conduct an in-person evaluation and inspection of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification, or (b) our evaluation and inspection identify a material non-compliance with our standards or any other default under the franchise agreement.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase

Type of Fee	Amount	Due Date	Remarks
			insurance for you), and you will owe our costs plus a 10% administrative fee.
Indemnity	Our costs and losses from any legal action related to the operation of your franchise or any act by you or your employees	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the development or operation of your franchise, or any act or omission by you or any employee of your business (unless caused by our misconduct or gross negligence).
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.

All fees are payable only to us (other than software subscription charges and local advertising, marketing, and promotional expenditures). All fees are imposed by us and collected by us (other than software subscription charges and local advertising, marketing, and promotional expenditures). All fees are non-refundable. We do not represent that all fees are uniform for all franchisees; we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate. There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives; therefore, there are currently no fees imposed on you by a cooperative.

Notes

1. The Royalty Fee, Brand Fund Contribution, and other fees are payable by ACH (or any other method we require). However, in the event we permit any payments to us by credit card, we will charge you a 5% processing fee on the dollar amount of any amounts so paid.

2. You will make your first payment of the Royalty Fee, Brand Fund Contribution, and the Technology Fee on the first day of the calendar month immediately after the calendar month in which you take delivery of your DonutNV unit; provided, that if such day is not a business day, such payment shall be made on the next succeeding business day. Thereafter, the Royalty Fee shall be due and payable on the first day of each calendar month; provided, that if such day is not a business day, such payment shall be made on the next succeeding business day.

3. We have the right to adjust the Royalty Fee, Brand Fund Contribution, and other fees on January 1 of each year to reflect annual inflation.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT (VEHICLE TRAILER) – FRANCHISE AGREEMENT

Type of expenditure	Amount			Method of payment	When due	To whom payment is to be made
Initial franchise fee (see Note 1)	$59,500	-	$59,500	Check or wire transfer	Upon signing the franchise agreement	Us
Technology Setup and Marketing Package	$2,250	-	$2,250	Check or wire transfer	Upon signing the franchise agreement	Us
Tow Vehicle (see Note 2)	$0	-	$3,000	Check	Upon leasing vehicle	Vehicle lessor
Vehicle Trailer, Equipment, and Supplies (see Note 3)	$114,650	-	$124,650	Check or wire transfer	Half upon placing order; half when trailer is ready for delivery	Our affiliate
State Specific Trailer Upfit (see Note 3)	$0	-	$20,000	Check or wire transfer	Upon placing order	Our affiliate
Delivery of Trailer (see Note 4)	$0	-	$6,000	Check	Upon placing order	Delivery company
Rent and Utility Deposits (see Note 5)	$0	-	$9,000	Check	Upon signing lease	Landlord; utility companies
Furniture	$0	-	$500	Cash, debit, and/or credit	As incurred	Vendors and suppliers
Computer and software	$30	-	$2,500	Check, debit, and/or credit	As incurred	Vendors and suppliers
Additional Opening Inventory	$100	-	$5,000	Check, debit, and/or credit	Upon ordering	Third-party providers; us
Insurance Deposits and Premiums (up to 12 months)	$5,000	-	$10,000	Check	Upon ordering	Insurance agency
Pre-opening travel expense to attend training (see Note 6)	$2,000	-	$5,000	Cash, debit, or credit	As incurred	Airlines, hotels, and restaurants

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Market Introduction Program	$500 - $500	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers
Professional Fees (lawyer, accountant, etc.)	$500 - $3,000	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Business Permits and Licenses	$50 - $1,500	Check	Upon application	Government
Printing, Stationery and Office Supplies	$0 - $500	Cash, debit, and/or credit	Upon purchase or order	Vendors and suppliers
Additional funds (for first 3 months) (see Note 7)	$5,000 - $20,000	Varies	Varies	Employees, suppliers
Total	$189,580 - $272,900			

YOUR ESTIMATED INITIAL INVESTMENT (FOOD TRUCK) – FRANCHISE AGREEMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee (see Note 1)	$59,500 - $59,500	Check or wire transfer	Upon signing the franchise agreement	Us
Technology Setup and Marketing Package	$2,250 - $2,250	Check or wire transfer	Upon signing the franchise agreement	Us
Food Truck (see Note 10)	$110,000 - $189,500	Check or wire transfer	Half upon placing order; half when food truck is ready for delivery	Our affiliate
State Specific Food Truck Upfit (see Note 10)	$0 - $20,000	Check or wire transfer	Upon placing order	Our affiliate
Delivery of Food Truck (see Note 11)	$0 - $6,000	Check	Upon placing order	Delivery company
Rent and Utility Deposits (see Note 5)	$0 - $9,000	Check	Upon signing lease	Landlord; utility companies

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Install of 240v Electrical Outlet (see Note 12)	$0 - $2,500	Check	As incurred	Landlord; third-party electrician
Furniture	$0 - $500	Cash, debit, and/or credit	As incurred	Vendors and suppliers
Computer and software	$30 - $2,500	Check, debit, and/or credit	As incurred	Vendors and suppliers
Additional Opening Inventory	$100 - $5,000	Check, debit, and/or credit	Upon ordering	Third-party providers; us
Insurance Deposits and Premiums (up to 12 months)	$5,000 - $10,000	Check	Upon ordering	Insurance agency
Pre-opening travel expense to attend training (see Note 6)	$2,000 - $5,000	Cash, debit, or credit	As incurred	Airlines, hotels, and restaurants
Market Introduction Program	$500 - $500	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers
Professional Fees (lawyer, accountant, etc.)	$500 - $3,000	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Business Permits and Licenses	$50 - $1,500	Check	Upon application	Government
Printing, Stationery and Office Supplies	$0 - $500	Cash, debit, and/or credit	Upon purchase or order	Vendors and suppliers
Additional funds (for first 3 months) (see Note 7)	$5,000 - $20,000	Varies	Varies	Employees, suppliers
Total	$184,930 - $337,250			

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YOUR ESTIMATED INITIAL INVESTMENT (VEHICLE TRAILER) - DEVELOPMENT RIGHTS RIDER

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
First franchise (see table above)	$189,580 - $272,900			
Additional initial franchise fees for two additional territories (see Note 8 and Note 9)	$60,000 - $60,000	Check or wire transfer	Upon signing the Rider	Us
Second Unit - Technology Setup and Marketing Package	$2,250 - $2,250	Check or wire transfer	Upon signing the franchise agreement	Us
Second Unit - Tow Vehicle (see Note 2)	$0 - $3,000	Check	Upon leasing vehicle	Vehicle lessor
Second Unit - Vehicle Trailer, Equipment, and Supplies (see Note 3)	$114,650 - $124,650	Check or wire transfer	Half upon placing order; half when trailer is ready for delivery	Our affiliate
Second Unit - State Specific Trailer Upfit (see Note 3)	$0 - $20,000	Check or wire transfer	Upon placing order	Our affiliate
Delivery of Trailer (see Note 4)	$0 - $6,000	Check	Upon placing order	Delivery company
Second Unit - Additional Opening Inventory	$100 - $5,000	Check, debit, and/or credit	Upon ordering	Third-party providers; us
Second Unit – Additional Insurance Costs	$2,500 - $5,000	Check	Upon ordering	Insurance agency
Second Unit – Additional Registrations and Licenses	$50 - $1,500	Check	Upon application	Government
Second Unit – Additional funds (for first 3 months) (see Note 7)	$5,000 - $20,000	Varies	Varies	Employees, suppliers
Total	$374,130 - $520,300			

YOUR ESTIMATED INITIAL INVESTMENT (FOOD TRUCK) - DEVELOPMENT RIGHTS RIDER

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
First franchise (see table above)	$184,930 - $337,250			
Additional initial franchise fees for two additional territories (see Note 8 and Note 9)	$60,000 - $60,000	Check or wire transfer	Upon signing the Rider	Us
Second Unit - Technology Setup and Marketing Package	$2,250 - $2,250	Check or wire transfer	Upon signing the franchise agreement	Us
Second Unit – Food Truck, Equipment, and Supplies (see Note 10)	$110,000 - $189,500	Check or wire transfer	Half upon placing order; half when food truck is ready for delivery	Our affiliate
State Specific Food Truck Upfit (see Note 10)	$0 - $20,000	Check or wire transfer	Upon placing order	Our affiliate
Delivery of Food Truck (see Note 11)	$0 - $6,000	Check	Upon placing order	Delivery company
Second Unit - Additional Opening Inventory	$100 - $5,000	Check, debit, and/or credit	Upon ordering	Third-party providers; us
Second Unit – Additional Insurance Costs	$2,500 - $5,000	Check	Upon ordering	Insurance agency
Second Unit – Additional Registrations and Licenses	$50 - $1,500	Check	Upon application	Government
Second Unit – Additional funds (for first 3 months) (see Note 7)	$5,000 - $20,000	Varies	Varies	Employees, suppliers
Total	$364,830 - $646,500			

Notes

1. If you lease a location, then your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. None of the other

expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment.

2. You must have a vehicle capable of hauling at least 7,000 pounds. It must be no more than seven years old, be in excellent (or better condition) condition, clean, dent-free, free of any branding or signage for other businesses, and otherwise presenting a professional appearance. The low-end estimate assumes you already have a personal vehicle for the business. The high-end assumes you lease a new vehicle, with certain fees and costs payable upon signing the lease. The estimate assumes you do not have signage or décor for your vehicle. If you wish to wrap your tow vehicle, you will pay a fee of $2,500 per ten-year term per vehicle to us for assistance with design and review for approval. You would be responsible for all design, print material, and installation costs of wrapping your tow vehicle.

If you operate a second DonutNV trailer, you will likely need a second tow vehicle. However, if you park one of your trailers at a semi-permanent location, you may not need a second tow vehicle.

3. This is the cost to purchase the customized DonutNV vehicle trailer, signage, equipment, and supplies. This fee includes all costs payable to us for uplifting the vehicle required to operate your franchised business. The cost assumes that the standard setup meets all local codes and permitting requirements. We are not responsible for ensuring the trailer will meet all local codes and permitting requirements. If you inform us that upfitting is necessary to meet local codes and permitting requirements, we will perform that work for the cost described in this table.

4. The cost of transporting your DonutNV trailer from the manufacturer to your location is not included in the purchase price. The low-end estimate assumes you pick up the trailer personally. The cost that a transport company would charge will depend on distance in the continental United States from our affiliate's location in Georgia, and other factors.

5. In many jurisdictions, you will be required by law to have access to a commissary or commercial kitchen that services food trucks and other mobile food businesses. You will need at least 100 square feet of dry, secure storage. The high-end estimate includes a security deposit and up to two months of charges for a commissary or kitchen and storage space. The business does not require a publicly accessible office, so you may conduct the administrative functions from a home office if local laws allow. We estimate construction, leasehold improvements, and fixtures at zero with the expectation that you will manage the business from your home or from a small office.

6. This estimate is your out-of-pocket travel and living costs for 1 or 2 people to attend our training program in Orlando, Florida. There is no fee for up to two people to attend training. If you send additional people to our initial training program, you must pay us $500 per additional person. You must pay the travel and living expenses of people attending training.

7. This includes any other required expenses you will incur before operations begin and during the initial 3-month period of operations, such as payroll, additional inventory, and other operating expenses in excess of income generated by the business. It does not include any salary or compensation for you. It does not include any debt service costs your business may have. In formulating the amount required for additional funds, we relied on the following factors, basis, and

experience: the development of DonutNV businesses (previously known as Cinnamini Donuts) by our affiliate and franchisees, the most recent cost of our standard trailer package, and our general knowledge of the industry.

8. This estimate assumes you sign a Development Rights Rider for two additional franchise territories. The franchise fee for your first unit is counted in the "Estimated Initial Investment – Franchise Agreement" table. You will pay all franchise fees upon signing the Development Rights Rider.

9. If you purchase three franchise territories, you must start your business with at least two trailers and/or food trucks.

10. This is the cost to purchase the customized DonutNV food truck, signage, equipment, on-board battery power system and supplies. The cost assumes that the standard setup meets all local codes and permitting requirements. The low end of the range for the Food Truck represents the cost if you already own a Truck chassis suitable for the operation of the Franchised business. We are not responsible for ensuring the food truck will meet all local codes and permitting requirements. If you inform us that upfitting is necessary to meet local codes and permitting requirements, we will perform that work for the cost described in this table.

11. The cost of transporting your DonutNV food truck from the manufacturer to your location is not included in the purchase price. The low-end estimate assumes you pick up the food truck personally. The cost that a transport company would charge will depend on distance in the continental United States from our affiliate's location in Georgia, and other factors.

12. In order to charge the on-board battery power system on the DonutNV food truck, a 240v electrical hookup will be required at the home office, commissary or other location where your DonutNV food truck will be kept when not in service. Many commissary locations offer this type of electrical connection for use, so the low estimate reflected in the table above to obtain this connection is $0. If you need to install this connection at your home office or other location where your DonutNV food truck is kept when not in service, we estimate that a typical electrician will charge between $500-$2,500 to install this connection, based on your location and the complexity of the install. The high end of this estimate is reflected as the high estimate in the table above.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

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

Specific Obligations

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

A. Trailer or Food Truck Package. At your election, you will purchase either your DonutNV vehicle trailer or food truck, in either case together with all equipment, signage, and substantially all initial supplies and inventory (such as donut machines, refrigerated beverage dispenser, mixer, juicer, hot beverage machines, food containers, utensils, small wares, and proprietary donut mix) from our affiliate Keystone Manufacturing LLC. At least once every five years you must rewrap your trailer or food truck to our then-current design, at your expense.

B. Donut Machines. Our affiliate Keystone Manufacturing LLC is the sole supplier of the required donut machines after your initial package. A donut machine will last approximately two to three years under normal use. Donut machines include a 2-year manufacturer's warranty for manufacturer defects of parts that may require repair from normal use. Negligence, failure to maintain equipment, physical damage, and other acts of carelessness or neglect void this warranty and will require you to purchase replacement equipment at your expense.

C. Inventory. All mixes, syrups, sugar toppings, and other food items and paper products must be purchased according to our specifications and only from approved suppliers. Currently, we are the only approved supplier for these items. Approved suppliers for other items are listed in our Operations Manual. We reserve the right to change suppliers at our discretion.

D. Items Bearing "DonutNV" Logo. You must purchase items bearing our logo and trademarks only from approved suppliers, who are listed in our Operations Manual.

E. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Manual. Our current requirements are (i) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit; (ii) Business Automobile Liability Insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000; (iii) Employer Practices Insurance in an amount of not less than $1,000,000; (iv) Workers Compensation coverage as required by state law, but in no event less than $1,000,000; and (v) Business Interruption Insurance (with a maximum deduction of $3,000) for a minimum of 90 days. Your policies (other than Workers Compensation) must list us and our affiliates as additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation.

Rikor Insurance Agency, based in Draper, UT, is our recommended agency for obtaining the required insurance.

F. Computer software and hardware. You must purchase and use the computer software and hardware that we specify. See Item 11 for more details.

G. Vehicle. If you elect to purchase a vehicle trailer, you must have a vehicle capable of hauling at least 7,000 pounds. It must no more than seven years old, be in excellent (or better

condition) condition, clean, dent-free, free of any branding or signage for other businesses, and otherwise presenting a professional appearance.

Us or our Affiliates as Supplier

Our affiliate Keystone Manufacturing LLC is the sole supplier of the initial DonutNV mobile unit package. Keystone Manufacturing LLC is also the sole supplier of donut machines you may purchase in the future. We reserve the right for us or an affiliate to be supplier of other items. We and our affiliate have the right to earn a profit from any product or service that we or our affiliate supplies to you.

Ownership of Suppliers

Other than Keystone Manufacturing LLC, none of our owners or officers owns an interest in any supplier to our franchisees.

Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. If you request that we review or approve an alternate supplier or product, you must pay us $150 (which we be refunded to you if we approve the alternate supplier or product for our whole system). We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

Issuing Specifications and Standards

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

Revenue to Us and Our Affiliates

Our affiliate, Keystone Manufacturing LLC, will derive revenue from the required purchase of trailers, food trucks and other items as described in this Item. In 2024, it received $3,700,460.54 from the sale of required products and services to franchisees.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 85% to 95% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 20% to 40% of your total purchases and leases of goods and services to operate your business.

Payments by Designated Suppliers to Us

If you use our recommended payroll provider (ADP), they will pay us 20% of the fees received for two years. This payment is subject to change.

Franchisees have the option to utilize Octave Marketing Agency ("Octave") for add-on marketing services for their franchised business, for which franchisees pay Octave directly. In the event you elect to use Octave for these services, we receive a rebate from Octave. The amount of the rebate varies based on the package selected by you but typically ranges between $40-$45 per month.

Franchisees have the option to utilize the Flash pre-ordering platform for their franchised business. While use of this platform is offered at no upfront cost to you, if you elect to use it, a $1 transaction charge is applied to every order processed on the platform, of which we receive $0.50 as a rebate.

We have the right to receive other payments from any designated suppliers based on purchases by you or other franchisees.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

We negotiate purchase arrangements with suppliers for certain items. We do not guarantee that you will receive any particular price terms or conditions.

Benefits Provided to You for Purchases

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

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Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	§ 6.1	Item 11
b. Pre-opening purchase/leases	§§ 6.2	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Article 6	Items 5, 7, 8 and 11
d. Initial and ongoing training	§§ 5.2, 6.3, 7.6	Items 5, 6, 8 and 11
e. Opening	§§ 6.4, 6.5	Items 7, 8 and 11
f. Fees	Article 4, §§ 5.1, 5.3, 7.8, 10.5, 11.2, 11.3, 11.13, 14.5, 15.2, 16.1, 17.6	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	§§ 6.3, 7.1, 7.3, 7.5, 7.9 – 7.13, 7.15, 9.1, 10.1, 10.4, 10.6, 11.1	Items 8, 11 and 14
h. Trademarks and proprietary information	Article 12, § 13.1	Items 13 and 14
i. Restrictions on products/services offered	§ 7.3	Items 8, 11 and 16
j. Warranty and customer service requirements	§§ 7.7, 7.8, 7.9	Item 8
k. Territorial development and sales quotas	§ 2.2	Item 12
l. Ongoing product/service purchases	Article 8	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	§§ 7.12, 7.13. 15.2	Items 6, 7 and 8
n. Insurance	§ 7.15	Items 6, 7 and 8
o. Advertising	Article 9	Items 6, 7, 8 and 11
p. Indemnification	Article 16	Items 6 and 8
q. Owner's participation/management/staffing	§§ 2.4, 7.5	Item 15
r. Records and reports	Article 10	Item 11
s. Inspections and audits	§§ 10.5, 11.2	Items 6 and 11
t. Transfer	Article 15	Items 6 and 17

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

Item 10
FINANCING

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

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

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

Our Pre-Opening Obligations

Before you open your business:

A. *Your site.* We anticipate that you will manage your business from your home (if permitted by local law) or from a small office setting. Therefore, we do not own your site and we do not assist you in (i) locating your business headquarters and negotiating the purchase or lease of the headquarters, (ii) conforming the premises to local ordinances and building codes and obtaining any required permits, or (iii) constructing, remodeling, or decorating the premises.

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

C. *Vehicle trailer or food truck, equipment, signage, and supplies.* Our affiliate Keystone Manufacturing, LLC will sell to you the DonutNV vehicle trailer or food truck, in each case outfitted with all equipment, signage, and substantially all supplies and inventory (such as donut machines, refrigerated beverage dispenser, mixer, juicer, hot beverage machines, food containers, utensils, small wares, proprietary donut mix, and, in the case of the food truck only, a battery power system) needed to operate the unit (Section 5.2). We do not deliver the unit to you, although we can assist in coordinating delivery by a third party. We will provide an iPad tablet to you (loaded with certain software and services), A frame sign, marketing postcards, and business cards, for which you will pay our technology setup and marketing package fee. (Section 5.2)

D. *Operations Manual*. We will give you access (as a loan) to our proprietary and confidential Operations Manual (Section 5.1).

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

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

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

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is three to nine months. Factors that may affect the time period include your ability to obtain financing, obtain business permits and licenses, obtain your unit and equipment from our affiliates, or vehicle dealerships, schedule initial training, and hire employees.

Our Post-Opening Obligations

After you open your business:

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

B. *Improving and developing your business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently $1,000 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 5.3).

C. *Establishing prices*. Upon your request, we will provide recommended prices for products and services. (Section 5.3). For regional or national accounts (including accounts which we expect to be served by multiple franchisees), we reserve the right to set pricing. Otherwise, you retain the discretion to determine prices you charge.

D. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* To the extent we determine, we will provide you our certain recommended procedures for administration, bookkeeping, accounting, and/or inventory control, to the extent we believe appropriate. (Section 5.3). We may make any such procedures part of required (and not merely recommended) procedures for our system.

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

F. *Website*. We will maintain a website for the DonutNV brand, which will include your business location or territory, and a method for contacting you. (Section 5.3)

G. *Food Safety and Brands Standards Review*. We will conduct a food safety and brand standards review at least once per year. Currently, we delegate the review to EcoSure to conduct. The fee is currently $550 per annual review. We reserve the right to increase the fee, as long as it is commercially reasonable.

Advertising

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

Your own advertising material. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you. We have the right to establish and control all social media accounts and other digital marketing.

Advertising council. We do not have an advertising council composed of franchisees at this time. The franchise agreement gives us the power to form an advertising council.

Local or Regional Advertising Cooperatives. We do not currently have any local or regional advertising cooperatives. We do not have the right to require you to participate in a local or regional advertising cooperative.

Brand Fund. You and all other franchisees must contribute to our Brand Fund. Your contribution is $200 per month per unit. We reserve the right to have other franchisees contribute a different amount or at a different rate. Outlets that we or our affiliates own are not obligated to contribute to the Brand Fund. We administer the fund. The fund is not audited. We will make unaudited annual financial statements available to you upon request.

In 2024, we used the funds for advertising and marketing of the DonutNV system, and spent 17.71% on production, 62.29% on media placement, 6.24% on lead generation, 6.70% on technology systems and 7.06% on seasonal product campaigns.

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

No money from the Brand Fund is spent principally to solicit new franchise sales.

Market introduction plan. You must develop a market introduction plan and obtain our approval of the plan at least 30 days before the projected opening date of your business. We estimate you will spend approximately $500 on introductory marketing.

Required spending. After you open, you must spend at least $500 per month per unit on marketing your business. This amount is only a minimum requirement, and we do not represent that it is the optimal amount of money for you spend on marketing.

Computer Systems

We require you to use Square as your payment processor and Flash Order as your point-of-sale system. Square is a cloud-based system that provides functions such as managing sales and credit card processing. Flash order is a could-based system that provides functions for processing customer orders and tracking product reports. These systems will generate or store data such as sales, refunds, and payments for purchases.

We require you to use QuickBooks Online bookkeeping software. QuickBooks is cloud-based system that provides functions such as bookkeeping, report generation, receipt tracking, and more. This system will sync with the Square system and also record information regarding expenses and liabilities.

You will need a desktop or laptop computer with typical office productivity systems (spreadsheets, word processing, etc.). If you already have a suitable computer, we do not require you to purchase a new one for your business.

Your point-of-sale system is included in the equipment package described in Exhibit I. You must use QuickBooks for accounting and financial management.

We estimate that these systems will cost between $25 and $1,000 to purchase (the low-end one assumes you already possess a suitable computer). Square is free for the POS system and the register is included in the equipment package we sell to you; Square charges fees for credit card processing (fees vary with volume and other factors but generally will be about $.15-$.30 per swipe, plus 2.6% – 3.5% of sales). QuickBooks range from $30 to $90 per month.

You will pay us a technology fee (currently $300 per month). In exchange for the Technology Fee, we currently provide you with access to our proprietary system for managing event leads, DonutNV.com web management, one email address per open unit and territory, access to the merchandise ordering portal, access to our online operations manual and training program, and data service for your DonutNV iPad. The technology fee will not necessarily be a pass-through of our exact costs. We may add, remove, or alter the software or technology products or services that we provide. We may increase this fee after 30 days' prior notice.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We do not require you to enter into any such contract with a third party (except that QuickBooks may be purchased as a monthly subscription service).

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

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be $300 to $1,200.

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

Operations Manual

See Exhibit E for the table of contents of our Operations Manual as of the date of this disclosure document, with the number of pages devoted to each subject. There are 156 total pages in the Operations Manual.

Training Program

Our training program consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Introduction and History of DonutNV, Importance of Confidentiality and the Brand	1	0	Orlando, FL
Marketing and Establishing Food Truck, Private and Corporate Events	2	0	Orlando, FL
Official Products and Beverages Available	1	0	Orlando, FL
Maintaining the Truck, Vehicles and Equipment	0	12	Orlando, FL
Inventory Management Policies and Ordering Supplies	1	1	Orlando, FL
Daily Operations	1	11	Orlando, FL
Safe Food Handling	1	1	Orlando, FL
The Customer Relationship	1	1	Orlando, FL
Personnel – Finding your Team, Establishing Policies, Staffing and Scheduling	1	1	Orlando, FL
POS, Banking Procedures, Cash Management, Royalty Reporting & Franchisee Obligations	1	1	Orlando, FL
Safety and Security	1	0	Orlando, FL
Grand Opening	1	0	Orlando, FL
TOTALS:	12	28	

Training classes will be scheduled in accordance with the needs of new franchisees. We plan to offer the initial training program 6 times a year approximately every eight weeks. Training will be held in Orlando, Florida. We reserve the right to vary the length and content of the initial

training program based on the experience and skill level of any individual attending the initial training program.

We typically schedule your training after you have paid your initial 50% deposit on your trailer or food truck, as applicable, and your trailer or food truck has gone into manufacturing.

The instructional materials consist of the Operations Manual, video, hands-on and visual instruction methods.

Juan Valdez is our director of training and brand development. He has 19 years of experience in the training and learning and development industries, and one year of experience with DonutNV. Amanda Gingold oversees training operations and has 11 years of experience with DonutNV and prior affiliates.

There is no fee for up to two people to attend training. If you send additional people to our initial training program, you must pay us $500 per additional person. You must pay the travel and living expenses of people attending training.

You must attend training. You may send any additional persons to training that you want. We will perform a final assessment of your capabilities following training. This will gauge your capabilities required to fulfill the obligations of the franchise agreement. If we approve, you will be authorized to commence operations. If we do not approve, we may outline additional training or conditions in order to satisfactorily complete the pre-opening training obligations. You must complete training to our satisfaction at least two weeks before opening your business.

We do not currently require additional training programs or refresher courses, but we have the right to do so.

Item 12
TERRITORY

Your Location

We anticipate that you will manage your DonutNV business from your home or from a small office setting. Your primary office must be located in your territory or within a reasonable driving distance, unless we agree otherwise. Your mobile unit may be stored at a commercial or residential location (subject to local laws). You must also have at least 100 square feet of dry, secure storage.

Grant of Territory

Your franchise agreement will specify a territory, which will have a population of up to 100,000 people. The boundaries of your territory will typically be specified by zip codes, but we may define your boundaries by territory boundaries that may be affected by natural boundaries or other limits that we mutually agree with you.

If you purchase multiple territories (which are usually contained in a Development Rights Rider and/or in multiple franchise agreements), you can operate your DonutNV trailer(s) or food truck(s) in all your territories. However, if you do not meet the schedule contained in your Development Rights Rider or if one of your franchise agreements is terminated for any reason, you would lose your rights to those additional territories.

Although you cannot actively market or solicit for events outside your territory at which to operate your trailer or food truck, you are permitted to use your trailer or food truck for events outside of your territory if the area is not reserved for another franchisee. However, you cannot derive more than 10% of your sales from outside of your territory. If you do so, we may require you to either purchase that territory (by signing a new franchise agreement and acquiring a new DonutNV trailer or food truck) or cease such activity.

We have the right to designate (in the Manual or otherwise in writing) types of venues, locations, and events at which you are not permitted to provide services.

Relocation; Establishment of Additional Outlets

You may relocate your business headquarters anywhere in your territory, at no charge. If you desire to change your territory, you must obtain our prior approval and satisfy any conditions we impose, including payment of a $3,000 fee per territory.

You may establish additional mobile units in your territory if you are not in default of your agreement, if you have not committed a default in the prior 12 months, and if you have our approval (which will not be unreasonably withheld). You must execute a separate new Franchise Agreement for each additional mobile unit, after compliance with all disclosure and other legal obligations (unless, at our option, we amend your existing Franchise Agreement to permit an additional unit under the same Franchise Agreement). You would not pay an additional initial franchise fee for the additional Unit, but you would pay all other fees for the additional Unit as specified in the new Franchise Agreement or amendment.

If you dedicate your mobile unit to serving a single location for more than 15 out of 30 calendar days, we may require you to purchase an additional mobile unit in order to serve other venues in your territory. You must execute a separate new Franchise Agreement (or amendment, at our option) for the additional mobile unit, after compliance with all disclosure and other legal obligations. You would not pay an additional initial franchise fee for the additional unit, but you would pay all other fees for the additional Unit as specified in the new Franchise Agreement.

If you sign a Development Rights Rider (in the form attached as Exhibit C to this disclosure document) to your franchise agreement, then you will have additional specified territories and you will agree to operate additional mobile units, on an agreed schedule. Under the Development Rights Rider, your right to operate the additional units is subject to the following: (1) you must comply with the mutually agreed development schedule, and (2) you must not be in default under any other agreement with us. You will need to purchase our then-current standard DonutNV trailer or food truck package, at the then-current price. For each future trailer or food truck, you must sign our then-current form of Franchise Agreement, which will be modified so that you will pay same royalty fees and brand fund contribution as your first franchise agreement (but otherwise may be

different than the original Franchise Agreement that you signed). You are not obligated to develop additional territories under the Development Rights Rider, and you may terminate it any time without penalty. If you do not meet your development schedule in the Development Rights Rider, we may reduce, alter, or eliminate any one or more of your territories.

If you buy three or four territories, you must start your business with at least two Franchise Agreements and two trailers/food trucks (instead of one). For each additional two territories you buy after the first three, you must start with an additional Franchise Agreement and trailer or food truck.

So long as you comply with your Development Schedule, you may operate your trailer(s) and/or food truck(s) in any of the territories described in the Development Schedule.

Options to Acquire Additional Franchises

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

Protected Territory

In your territory, we will not operate a DonutNV mobile business, nor license or franchise another party to establish a DonutNV mobile business.

However, we do not grant an exclusive territory. We reserve the right to operate (or license others to operate) fixed retail locations of "DonutNV" anywhere including your territory. We also reserve the right to temporarily operate (or grant other franchisees the right to temporarily operate) in your territory as described below.

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

We may serve (or authorize other franchisees to serve) customers and events in your territory if you are in default, or if you are incapable of meeting customer demand in your territory.

If we inform you of an event opportunity within your protected territory and you do not accept the event within 24 hours, we or another franchisee can service the event.

If an event spans the territories of multiple franchisees, we will determine the process for deciding which franchisee will control and service the event.

We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory using our principal trademarks or using trademarks different from the ones you will use.

In the circumstances where the franchise agreement does not prohibit us from soliciting or accepting business from inside your territory, we do not pay any compensation to you.

Soliciting by You Outside Your Territory

You cannot solicit or market outside of your territory for potential customers, events, or venues.

Competition by Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the franchise agreement does not prohibit us from doing so.

Item 13
TRADEMARKS

Principal Trademarks

The following are the principal trademarks that we license to you. These trademarks are owned by our affiliate, Keystone Amusements IP Holdings, LLC. They are registered on the Principal Register of the United States Patent and Trademark Office. Because the federal trademark registrations are less than six years old, no affidavits are required at this time and no required affidavits have been filed. The registrations have not yet been renewed.

Trademark	Registration Date	Registration Number
DonutNV	June 19, 2018	5498750
	July 9, 2019	5797203
Make your next party sweet!	January 3, 2023	6941068
Watch the Donuts	September 26, 2023	7173158

Determinations

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are no pending infringement, opposition, or cancellation proceedings.

Litigation

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

Agreements

Keystone Amusements IP Holdings, LLC, our affiliate, owns the trademarks described in this Item. Under an Intercompany License Agreement between us and Keystone Amusements IP Holdings, LLC, we have been granted the exclusive right to sublicense the trademarks to franchisees throughout the United States. The agreement is of perpetual duration. It may be modified only by mutual consent of the parties. It may be canceled by our affiliate only if (1) we materially misuse the trademarks and fail to correct the misuse, or (2) we discontinue commercial use of the trademarks for a continuous period of more than one year. The Intercompany License Agreement specifies that if it is ever terminated, your franchise rights will remain unaffected.

Protection of Rights

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

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

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

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

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

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

Copyrights

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

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

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

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

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

Proprietary Information

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

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

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

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

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

Your Participation

You are required to participate personally in the direct operation of your business and must devote substantial time and attention to the business.

If you are the sole owner of the business, then you are deemed the "Principal Executive". If the business has multiple owners, you must designate one owner as your "Principal Executive". The Principal Executive is the owner primarily responsible for the business and has decision-making authority on behalf of the business. The Principal Executive must own at least 50% of the business. The Principal Executive must complete our initial training program. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone and video conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Attachment 2 to Exhibit B). We do not require owners' spouses to sign a personal guaranty unless the spouse is also an owner.

"On-Premises" Supervision

When you initially start your DonutNV business, you must personally work at the first 25 events your trailer or food truck participates in. If you desire to have less personal involvement, you should inform us before you sign your franchise agreement and obtain our approval of your plan to manage the business.

After this initial period, you may delegate daily operations to a general manager who has completed our training program. There is no limit on who you can hire as an on-premises supervisor. However, we recommend you continue to conduct or supervise events personally.

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

Restrictions on Your Manager

If we request, you must have your general manager (and other key employees that we reasonably designate) sign a confidentiality and non-compete agreement. We will not require you to enter into a confidentiality and non-compete agreement that violates applicable state law. We do not require you to place any other restrictions on your manager.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only goods and services that we have approved.

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

You can sell DonutNV products only from your trailer or food truck. You can make sales via third-party delivery platforms such as DoorDash, Grubhub, and Uber Eats. You cannot make sales by any other means (including sales by via the internet or by shipping products to customers).

You will primarily serve customers and events only in your territory. If you derive more than 10% of sales from outside your territory, we may require you to either purchase that territory (by signing a new franchise agreement and acquiring a new DonutNV trailer or food truck) or cease such activity. You cannot serve customers in the territory of another DonutNV business.

Our Operations Manual contains a list of venues that we do not permit you serve, based on what we deem appropriate for the DonutNV brand.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	§ 3.1	10 years from first Tuesday following the calendar month in which you take delivery of your DonutNV unit.
b. Renewal or extension of the term	§ 3.2	You may obtain a successor franchise agreement for one additional 10-year term.
c. Requirements for franchisee to renew or extend	§§ 3.2, 18.11	For our franchise system, “renewal” means that at the end of your term, you sign our successor franchise agreement for an additional 10-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance with all contractual obligations to us

Provision	Section in franchise or other agreement	Summary
		and third parties; conform your business to then-current standards for new franchisees; sign then-current form of franchise agreement and related documents (including personal guaranty); sign general release (unless prohibited by applicable law), and pay renewal fee.
d. Termination by franchisee	§ 14.1	If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within 90 days after notice from you.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	§ 14.2	We may terminate your franchise agreement for cause, subject to any applicable notice and cure opportunity. If you sign a Development Rights Rider, termination of your development rights does not give us the right to terminate your franchise agreement. However, if your franchise agreement is terminated, your Development Rights Rider will also be terminated.
g. "Cause" defined--curable defaults	§ 14.2	Non-payment by you (10 days to cure); participation in unauthorized social media groups or platforms (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure); operate in a manner dangerous to health or safety (48 hours to cure).
h. "Cause" defined--non-curable defaults	§ 14.2	Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; fail to open by specified deadline; violation of law; violation of confidentiality; violation of non-compete; violation of ethics and values; violation of transfer restrictions; slander or libel of us; refusal to cooperate with an audit or business evaluation; cease operation for more than 30 days or indicate decision to close; lose possession of the unit; three defaults in 12 months or two of the same default in 12 months; cross-termination; charge or conviction of, or plea to, a felony; commit or be accused of an

Provision	Section in franchise or other agreement	Summary
		act that is morally offensive, contrary to our values, or attracts significant negative attention to our brand; any other breach of franchise agreement which by its nature cannot be cured.
i. Franchisee's obligations on termination/non-renewal	§§ 14.3 – 14.6	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business; remove identification; purchase option by us.
j. Assignment of contract by franchisor	§ 15.1	Unlimited
k. "Transfer" by franchisee - defined	Article 1	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	§ 15.2	No transfers without our approval.
m. Conditions for franchisor's approval of transfer	§ 15.2	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and guaranty; you've made all payments to us and are in compliance with the franchise agreement; buyer completes training program; you sign a general release (subject to state law); business complies with then-current system specifications.
n. Franchisor's right of first refusal to acquire franchisee's business	§ 15.5	If you want to transfer your business (other than to your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	§ 14.6	When your franchise agreement expires or is terminated, we will have the right to purchase any or all of the assets of your DonutNV business.
p. Death or disability of franchisee	§§ 2.4, 15.4	If you die or become incapacitated, a new principal executive acceptable to us must be designated to operate the business, and your executor must transfer the business to an approved new owner within 180 days. We have the right to temporarily

Provision	Section in franchise or other agreement	Summary
		operate the business if you die or become incapacitated.
q. Non-competition covenants during the term of the franchise	§ 13.2	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, or be employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	§ 13.2	For two years, neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor operating within 25 miles of your former territory or of the territory of any other DonutNV business operating on the date of termination or expiration.
s. Modification of the agreement	§ 18.4	No modification or amendment of the franchise agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	§ 18.3	Only the terms of the franchise agreement and other written agreements are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. However, no claim made in any franchise agreement is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	§ 17.1	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	§§ 17.1; 17.5	Arbitration will take place where our headquarters is located (currently, Orlando, Florida) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	§ 18.8	Florida (subject to applicable state law)

Item 18
PUBLIC FIGURES

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

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

The following information shows past financial performance and is not a projection of future performance.

Table 1: Adjusted Net Profit Statement for 2024 – Two Company Units

The following table shows certain sales and expense information for the two DonutNV trailers operated by our affiliate in 2024.

	2024	% of Event Sales
Sales		
Event Revenue	$198,362.23	93.0%
Gratuities	$3,315.05	1.5%
Travel Fee	$7,550.00	3.5%
Service Charge Fee	$4,294.90	2.0%
Total Revenue	$213,522.18	100.00%
Franchise Fees		
Brand Fund	$2,400.00	1.1%
Royalty	$9,000.00	4.2%
Tech Fee	$3,600.00	1.7%
Total Franchise Fees	**$15,000.00**	**7.0%**
Gross Sales	**$198,522.27**	**93.0%**

Table 2: Events Conducted in 2024 – Two Company Units

The following table shows the number of events conducted by the affiliate-operated trailers in 2024, and sales per event.

Number of Events	**158**
Average Sales Per Event	$1,255

# (%) Above Average	79 (50.00%)
Median Sales Per Event	$879.47
Lowest Sales Event	$23
Highest Sales Event	$6,500

Notes to Tables 1 and 2:

1. There was two DonutNV trailer operated by our affiliate during 2024. One of these trailers operated by our affiliate was opened for a partial amount of the year in 2024.

2. The following material financial and operational characteristics of the business described in Table 1 may reasonably be anticipated to differ materially from future franchise outlets: The trailers operate in Pennsylvania. They began operating under the "DonutNV" brand name in 2018. These trailers are primarily operated by a manager (rather than being owner-operated). They do not have a specific territorial boundary. They do not have any expense associated with a commissary (whereas your state or local laws may require you to have access to a commercial kitchen commissary).

3. In Table 1 and Table 2, "Sales" means total of all revenue in a period, not including discounts, taxes, voids, or refunds. It includes travel fees service charge fees, and gratuities (other than gratuities paid in cash).

4. "Gross Sales is Adjusted Net Profit minus Total Franchise Fees.

5. "Franchise Fees" are the Royalty Fee, Brand Fund Contribution, and Technology Fee that the business would have paid if it had signed the form of franchise agreement attached to this disclosure document and was in its first year of operation (reflecting a Royalty Fee of $150 per week).

Table 3A: Sales By Franchisees in 2024 – Full year

This table shows sales information by DonutNV franchisees who reported sales information to us and who had at least 1 outlet open and operational for the full year in 2024.

Franchisee/Unit[(1)]	Sales[(2)]
#1*	$696,537.20
#2****	$391,719.87
#3	$334,751.31
#4***	$311,436.00
#5**	$271,622.53
#6*	$253,576.00
#7*	$242,000.00
#8	$220,000.00
#9**	$219,300.00
#10*	$218,343.71

#11*	$204,702.00
#12	$197,000.00
#13	$195,000.00
#14	$190,273.00
#15*	$186,645.64
#16	$177,276.65
#17	$161,888.00
#18	$159,732.20
#19	$155,792.48
#20	$149,693.00
#21	$146,757.00
#22	$126,690.00
#23	$124,349.03
#24	$124,148.65
#25*	$123,531.70
#26	$121,298.00
#27	$118,953.00
#28	$118,612.43
#29	$113,362.00
#30	$110,000.00
#31	$104,764.00
#32	$104,098.97
#33	$96,927.30
#34	$82,986.21
#35	$81,553.00
#36	$80,640.00
#37	$72,161.00
#38	$70,886.47
#39	$66,000.00
#40	$63,980.00
#41	$56,750.00
#42	$52,435.00
#43	$42,482.11
#44	$33,020.00
#45	$13,155.34
Average	**$159,707.35**
# (%) Above Avg	**18 (40%)**
Median	**$124,349.03**
Lowest	**$13,155.34**
Highest	**$696,537.20**

Notes to Table 3A:

1. In 2024, there were 45 DonutNV Franchisees who reported sales information to us in 2024 and who operated at least one trailer for one full year.

2. "Sales" means total of all sales in a period as reported to us by the franchisees.

3. In 2024, there were 11 of Franchisees who operated a trailer for 1 full year who did not report sales data to us.

* This Franchisee had 1 Franchised Business operational for one (1) full year and one Franchised Business operational for a partial year in 2024.

** This Franchisee had two (2) Franchised Business's operational for one full year in 2024.

*** This Franchisee had three (1) Franchised Business's operational for one full year and two (2) Franchised Business operational for a partial year in 2024.

**** This Franchisee had four (4) Franchised Business's operational for one full year.

Table 3B: Sales By Franchisees in 2024 – Partial Year

This table shows sales information by DonutNV franchisees who reported sales information to us and who had at least 1 outlet open and operational for a partial amount of the year in 2024.

Franchisee/Unit[(1)]	Sales[(2)]	Date 1st Unit Opened
#1*	$237,645.51	1/18/24
#2	$178,134.00	1/18/24
#3	$161,405.81	3/22/24
#4	$150,776.79	2/16/24
#5	$133,292.00	4/20/24
#6	$113,811.00	3/20/24
#7*	$107,182.99	8/16/24
#8	$98,004.31	1/20/24
#9	$78,186.14	1/18/24
#10**	$74,194.90	1/9/24
#11	$68,645.81	2/14/24
#12	$68,186.07	3/20/24
#13	$61,541.00	6/15/24
#14	$61,244.57	4/20/24
#15	$60,230.00	2/16/24
#16	$59,891.00	4/20/24
#17	$57,581.00	4/20/24
#18	$55,344.00	4/6/24
#19	$54,741.00	1/18/24

#20	$47,464.99	3/20/24
#21	$39,618.00	3/22/24
#22	$37,480.93	2/14/24
#23	$30,210.00	5/18/24
#24	$29,784.00	2/16/24
#25	$24,975.00	3/26/24
#26	$20,266.00	6/15/24
#27	$17,364.00	3/20/24
#28	$12,289.00	6/15/24
#29	$1,447.99	11/18/24
#30	$0.00	10/28/24
Average	**$71,364.59**	
# (%) Above Avg	**15 (50%)**	
Median	**$60,060.50**	
Lowest	**$0.00**	
Highest	**$237,645.51**	

Notes to Table 3B:

1. In 2024, there were 30 DonutNV trailers operated by franchisees for a partial amount of the year in 2024.

2. "Sales" means total of all sales in a period as reported to us by the franchisees.

* Indicates that this Franchisee had 2 Franchised Business' open and operational for a partial amount of the year in 2024. This Franchisee's second outlet opened November 18, 2024.

** Indicates that this Franchisee had 2 Franchised Business' open and operational for a partial amount of the year in 2024. This Franchisee's second outlet opened February 29, 2024.

Table 4A: Franchise Product Cost

The table represents the costs of essential products required for franchisees to operate their business as of the Issuance date of this Franchise Disclosure Document.

Product	**Price**	**Quantity/Optimal Output**
Donut Mix (2 x 20 lb. bags per order - 40 lb. total)	$102.50	2,300 donuts
Donut Mix Pallet (Pallet order - 100 x 20 lb. bags per skid)	$4,085.00	115,000 donuts
Donut Bags - Case	$280.00	4000/case

Donut Boxes - Case	$224.00	400/case
Donut Buckets - Case	$239.00	160/case
Paper Cups with Lids - 16 oz	$115.00	1000/case
Plastic Cups with Lids - 16 oz	$250.00	1000/case
Plastic Cups with Lids - 32 oz	$160.00	500/case
Hot Cups with Lids - 12 oz	$100.00	500/case
NVous Morsel Toppings – Single 4 lb. Bag	$10.50 - $31.25	32 servings/bag
NVous Morsel Toppings – 24 4 lb. Bags	$234.36 - $697.50	768 servings/24 bags
NVous Morsel Toppings – 20 lb. bucket	$178.00	200 servings/bucket
NVous Morsel Toppings – 20 lb. bag	$154.99	160 servings/bag

Notes to Table 4A:

(1) Prices listed are current as of FDD issuance and are subject to change. Shipping costs are not included in the above table.

(2) DonutNV offers a subscribe and save program with additional discounts when purchasing for multiple months at checkout. These discounts vary by product and currently range from 3%-7% based on quantity ordered and delivery frequency chosen. Savings percentages are subject to change.

(3) Products listed above are core proprietary product required for operations. Additional products are needed for production including but not limited to water, ice, fresh produce, sugar, straws and napkins.

Table 4B: Suggested Retail Price of Franchise Products

Suggested Retail	**Suggested Price**
Small Bag of 6-7 Mini Donuts	$5.00 - $10.00
Large Bag of 12-13 Mini Donuts	$7.00 - $12.00
Box of 24 Mini Donuts	$15.00 - $25.00
Bucket of 40 Mini Donuts	$20.00 - $45.00

Fresh Squeezed Lemonade – 16 oz	$4.00 - $9.00
Fresh Squeezed Lemonade – 32 oz	$5.00 - $10.00

Notes to Table 4B:

(1) The suggested retail prices of retail products represent the price Franchisees charged for our products during operation of their Franchised Business in 2024.

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

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

Other than the preceding financial performance representation, DonutNV Franchising 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 Kristen Seitz, 3745 S. Hwy 27, Suite A, Clermont, FL 34711 and 1.833.DonutNV, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For years 2022 to 2024

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2022	4	16	+12
	2023	16	98	+82
	2024	98	143	+45
Company-Owned	2022	1	1	0
	2023	1	1	0
	2024	1	2	+1
Total Outlets	2022	5	17	+12
	2023	17	99	+82

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
	2024	99	145	+46

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

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Florida	2022	0
	2023	0
	2024	8
Georgia	2022	0
	2023	1
	2024	2
Minnesota	2022	0
	2023	1
	2024	1
Kansas	2022	0
	2023	0
	2024	1
North Carolina	2022	0
	2023	0
	2024	1
Tennessee	2022	0
	2023	0
	2024	1
Texas	2022	0
	2023	0
	2024	2
Virginia	2022	0
	2023	0
	2024	1
Total	2022	0

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2023	2
	2024	17

Table 3
Status of Franchised Outlets
For years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Alabama	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	2	0	0	0	0	3
Arizona	2022	0	0	0	0	0	0	0
	2023	0	3	0	0	0	0	3
	2024	3	1	1	0	0	0	3
Arkansas	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Colorado	2022	0	0	0	0	0	0	0
	2023	0	3	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Connecticut	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	1	0	0
Delaware	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	3	0	0	0	0	5
Florida	2022	3	6	0	0	0	0	9
	2023	9	9	0	0	0	0	18
	2024	18	4	0	0	0	0	22
Georgia	2022	0	0	0	0	0	0	0
	2023	0	6	0	0	0	0	6

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
	2024	6	3	0	0	1	0	8
Indiana	2022	0	0	0	0	0	0	0
	2023	0	3	0	0	0	0	3
	2024	3	2	0	0	0	0	5
Iowa	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	2*	0
Kentucky	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Massachusetts	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Michigan	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Minnesota	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Mississippi	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Missouri	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Nebraska	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
Nevada	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
New Jersey	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	3	0	0	0	0	4
New York	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
North Carolina	2022	0	1	0	0	0	0	1
	2023	1	3	0	0	0	0	4
	2024	4	4	0	0	0	0	8
Ohio	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	2	0	0	0	0	3
Oklahoma	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Pennsylvania	2022	1	0	0	0	0	0	1
	2023	1	3	0	0	0	0	4
	2024	4	3	0	0	0	0	7
South Carolina	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Tennessee	2022	0	0	0	0	0	0	0
	2023	0	5	0	0	0	0	5
	2024	5	4	0	0	0	0	9
Texas	2022	0	1	0	0	0	0	1
	2023	1	22	0	0	0	0	23
	2024	23	13**	0	0	0	0	36
Utah	2022	0	0	0	0	0	0	0
	2023	0	3	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Virginia	2022	0	0	0	0	0	0	0

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
	2023	0	3	0	0	0	0	3
	2024	3	0	0	0	1	0	2
Wisconsin	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	2	0	0	0	0	3
Totals	2022	4	12	0	0	0	0	16
	2023	16	82	0	0	0	0	98
	2024	98	51	1	0	3	2	143

*One Franchisee transferred their franchised outlets from Iowa to Forida in 2024
** One Franchisee transferred their franchised outlets from New York, Florida, and Nevada to Texas in 2024

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

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

Table 5
Projected Openings As Of December 31, 2024

State	Franchise Agreements Signed but Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
Alabama	1	0	0

Indiana	1	0	0
Kentucky	1	0	0
North Carolina	1	1	0
Ohio	1	0	0
TOTAL	5	1	0

Current Franchisees

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

Former Franchisees

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

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

Confidentiality Clauses

In the last three fiscal years, some franchisees have signed a contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

Franchisee Organizations

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

Item 21
FINANCIAL STATEMENTS

Exhibit D contains our audited financial statements for the years ended December 31, 2024, December 31, 2023, and December 31, 2022.

Item 22
CONTRACTS

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

B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Form of General Release
H. State Addenda to Franchise Agreement
K. Purchase and Sale Agreement for Mobile Kitchen
L. Deposit Agreement
M. Confidentiality, Non-Use and Non-Competition Agreement

Item 23
RECEIPTS

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

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

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

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 866-275-2677 www.dfpi.ca.gov Ask.DFPI@difpi.ca.gov	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8222	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue Building 68-2 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 266-0448	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 261-7577

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGE		
1.	**Franchisee**	_____
2.	**Initial Franchise Fee**	_____
3.	**Territory**	See Attachment 3
4.	**Opening Deadline**	_____
5.	**Principal Executive**	_____
6.	**Franchisee's Address**	_____
7.	**Unit Type**	_____

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Attachment:

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FRANCHISE AGREEMENT

This Franchise Agreement (this "Agreement") is made between DonutNV Franchising, Inc., a Florida corporation ("DonutNV Franchising"), and Franchisee effective as of the date signed by DonutNV Franchising (the "Effective Date").

Background Statement:

A. DonutNV Franchising and its affiliate Keystone Amusements LLC have created and own a system (the "System") for developing and operating a mobile food service business under the trade name "DonutNV".

B. The System includes (1) methods, procedures, and standards for developing and operating a DonutNV business, (2) menu items, beverages, products, and services, (3) the Marks, (4) training programs, (5) business knowledge, (6) marketing plans and concepts, and (7) other mandatory or optional elements as determined by DonutNV Franchising from time to time.

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

ARTICLE 1. DEFINITIONS

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

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

"**Brand Fund**" means the fund established by DonutNV Franchising into which Brand Fund Contributions are deposited.

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

"**Competitor**" means (1) any business which offers food service by a food truck, trailer, or other mobile unit, or (2) any food service business specializing in donuts, whether mobile or from a fixed retail location.

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

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

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

"**Major Account**" means a local, regional, or national business which has multiple locations, which DonutNV Franchising expects will not be confined to the territory of a single franchisee, and which DonutNV Franchising designates as a "Major Account" pursuant to Section 7.7.

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

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

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

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

"**System Standards**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by DonutNV Franchising, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, data protection and privacy, design, equipment, inventory, maintenance, marketing and public relations, operating days, operating hours, presentation of Marks, product and service offerings (including menu and beverages), quality of products and services, recipes, reporting, safety, Technology, temporary operational changes due to special circumstances (such as a pandemic), types of events and locations that Franchisee may serve, uniforms, and Units.

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

"**Territory**" means the territory described on Attachment 3.

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

"**Unit**" means a DonutNV food truck or any other vehicle, trailer, or other unit for serving DonutNV products.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant.

(a) Single Territory. DonutNV Franchising grants to Franchisee the right to operate a DonutNV business solely in the Territory. Franchisee shall develop, open and operate a DonutNV business in the Territory for the entire term of this Agreement. Franchisee shall operate a single Unit. Franchisee does not have the right to operate additional Units in the Territory except as expressly described in Section 7.4.

(b) Operation in Multiple Territories.

(i) If multiple maps or areas are indicated as Territories in Attachment 3, or if Franchisee has other Territories contained other Franchise Agreements or a Development Rights Rider, then Franchisee may operate its Unit in all such Territories.

(ii) If multiple maps or areas are indicated as Territories in Attachment 3 and if DonutNV Franchising has the right to terminate this Agreement due to Franchisee's default hereunder, then DonutNV Franchising may (in additional to all other rights and remedies) reduce this Agreement to a single Territory by giving notice thereof to Franchisee.

(iii) If Franchisee has other Territories contained other Franchise Agreements or a Development Rights Rider, and if any such other Franchise Agreement or Development Rights Rider expires or is terminated for any reason, all rights of Franchisee to such Territory shall automatically cease.

2.2 Protected Territory.

(a) Service. Franchisee shall primarily serve customers and events inside of the Territory. Franchisee may serve customers outside and events outside of the Territory so long as (1) Franchisee does not solicit or market for events outside of the Territory, (2) Franchisee does not solicit, market to, or serve customers or events inside the territory of another DonutNV business, or (3) derive more than 10% of its annual revenue from customers and events outside the Territory. If Franchisee derives more than 10% of its annual revenue from such customers and events, DonutNV Franchising may require Franchisee to reduce such revenue to comply with this section or require Franchisee to purchase additional territory (by amending this Agreement or signing a new franchise agreement and acquiring a new Unit to serve the additional territory). DonutNV may also pursue any other right or remedy for Franchisee's violation of this Agreement.

(b) Protection. DonutNV Franchising shall not establish, nor license the establishment of, another mobile DonutNV business which serves customers and events located in the Territory. However, DonutNV Franchising retains the right to:

(i) serve (or authorize other franchisees to serve) customers in the Territory if Franchisee is in default, or if Franchisee is incapable of meeting customer demand in the Territory (in DonutNV Franchising's reasonable opinion);

(ii) open (and license others to open) fixed retail locations of "DonutNV" anywhere, including within the Territory.

(iii) service an event or authorize another franchisee to service the event in the Territory, if DonutNV Franchising identifies an event opportunity within the Territory and informs Franchisee thereof, and if Franchisee does not elect within 24 hours to service the event;

(iv) service (or authorize other franchisees to serve) Major Accounts in the Territory, if Franchisee declines to do so or is unable to do so on the terms and conditions set by DonutNV Franchising;

(v) establish and license others to establish and operate DonutNV businesses outside the Territory;

(vi) operate and license others to operate businesses anywhere that do not sell the same or similar goods or services under the same or similar trademarks or service marks as a DonutNV business; and

(vii) sell and license others to sell DonutNV products and services to customers in the Territory through channels of distribution (including the internet) so long as such products and services are not provided through a DonutNV Unit.

(c) Referrals. DonutNV Franchising may set policies binding on all franchisees regarding referral fees (and other terms and conditions) when a customer is referred from one DonutNV business to another. DonutNV Franchising may waive or modify such policies in any circumstance as DonutNV Franchising determines.

(d) Change of Territory. DonutNV Franchising has no obligation to accept a request from Franchisee to change its Territory. If DonutNV Franchising does approve a request to change the Territory, it may impose conditions, including payment of a $3,000 fee per territory and execution of a general release by Franchisee.

(e) Violation of Territory. Franchisee shall not serve a customer or event inside the territory of another DonutNV operator (unless approved in writing by DonutNV Franchising). If Franchisee violates this prohibition, DonutNV Franchising may impose a fee equal $1,000 per day. This fee is a reasonable estimate of DonutNV Franchising's internal cost of personnel time attributable to addressing Franchisee's breach of this Section, and it is not a penalty or estimate of all damage arising from Franchisee's breach. This fee is in addition to all of DonutNV Franchising's other rights and remedies.

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

2.4 Principal Executive. Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. DonutNV Franchising is entitled to rely on any communication, decision, or act by the Principal Executive as being the communication, decision, or act of Franchisee. The Principal Executive must have at least 50% ownership interest in Franchisee. The Principal Executive must participate in the direct operation of the Business and must devote substantial time and attention to the Business. The Principal Executive must personally work at certain events as described in Section 7.3(h). If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to DonutNV Franchising's reasonable approval.

2.5 Guaranty. If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee's obligations to DonutNV Franchising, in the form of Attachment 2.

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

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues until the 10th anniversary of the first Tuesday following the calendar month in which Franchisee took delivery of its Unit.

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into a successor agreement for one additional period of 10 years, subject to the following conditions prior to expiration:

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

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

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

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

(v) Franchisee has made or agrees to make (within a period of time acceptable to DonutNV Franchising) changes to the Business as DonutNV Franchising requires to conform to the then-current System Standards;

(vi) Franchisee pays a renewal fee equal to 25% of the then-current initial franchise fee (but not less than $10,000);

(vii) Franchisee and its Owners execute DonutNV Franchising's then-current standard form of franchise agreement and related documents (including personal guaranty), which may be materially different than this form (including, without limitation, higher and/or different fees), except that (A) Franchisee will not pay another initial franchise fee, (B) Franchisee will not receive additional renewal or successor terms, (C) if the Royalty Fee or any other fees varies by the year of operation or the year since execution, Franchisee's initial term will be counted towards such years, (D) the Territory will not be changed; and

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

ARTICLE 4. FEES

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

4.2 Royalty Fee. Commencing on the first Tuesday of the calendar month immediately after the calendar month in which Franchisee takes delivery of its Unit, Franchisee shall pay DonutNV Franchising a royalty fee (the "Royalty Fee") equal to Seven Hundred Fifty Dollars ($750) per month per Unit. The Royalty Fee is due and payable on the first day of each calendar month; provided, that if such day is not a business day, such payment shall be made on the next succeeding business day.

4.3 Brand Fund Contribution. Commencing on the same date as the first payment of the Royalty Fee, Franchisee shall pay DonutNV Franchising a contribution to the Brand Fund (the "Brand Fund Contribution") equal to $200 per month. The Brand Fund Contribution is due on the first Tuesday of each calendar month.

4.4 Technology Fee. Franchisee shall pay DonutNV Franchising a commercially reasonable technology fee (the "Technology Fee") each month in exchange for software and other technology-related services and products provided by or through DonutNV Franchising. The Technology Fee does not have to be a pass-through of DonutNV Franchising's exact costs. DonutNV Franchising has no liability or obligation to Franchisee with respect to any third-party software or other technology-related services and products that DonutNV Franchising provides to Franchisee. The Technology Fee is due and payable at the same time as the Brand Fund Contribution. DonutNV

Franchising may add, remove, or alter the software or technology products or services that it provides. As of the date of this Agreement, the Technology Fee is $300 per month. DonutNV Franchising may increase the Technology Fee after 30 days' notice to Franchisee. The Technology Fee begins when DonutNV Franchising delivers a tablet to Franchisee.

4.5 Additional Post-Opening Training Fee.

(a) At DonutNV Franchising Location. If Franchisee sends an employee to DonutNV Franchising's training program after opening, DonutNV Franchising may charge its then-current training fee. As of the date of this Agreement, the fee for such training is $500 per day. Franchisee is responsible for all travel and other expenses of its personnel.

(b) At Franchisee's Location. If DonutNV Franchising provides additional training or other in-person support in response to Franchisee's request, DonutNV Franchising may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support). At of the date of this Agreement, the fee for such training is $1,000 per day.

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

4.7 Unauthorized Posting of Business for Sale. Franchisee shall not post the sale of his, her or its Business on the DonutNV webpage for the Business or on any social media platform authorized by DonutNV Franchising for use in connection with the Business, without DonutNV Franchising's prior written consent, which DonutNV Franchising may grant or withhold in its sole and absolute discretion. In the event Franchisee violates the obligations set forth in the forgoing sentence, DonutNV Franchising shall have the right to charge Franchisee $5,000 per posting, per webpage/platform for any such violation. This fee is a reasonable estimate of DonutNV Franchising's internal cost of personnel time attributable to addressing the unauthorized use of DonutNV Franchising's website and social media presence, and it is not a penalty or estimate of all damages arising from Franchisee's breach. This fee is in addition to all of DonutNV Franchising's other rights and remedies (including default and termination under Section 14.2), and Franchisee shall otherwise comply with all of his, her or its obligations under this Agreement, including, without limitation, Article 15, with respect to any Transfer of the rights under this Agreement and the Business.

4.8 Participation in Unauthorized Social Media Groups. Franchisee shall not, directly or indirectly, participate in any social media groups or websites in his, her or its capacity as a DonutNV franchisee, or otherwise refer to or discuss the Business, DonutNV Franchising or the DonutNV brand on such groups or sites, without DonutNV Franchising's prior written consent,

which DonutNV Franchising may grant or withhold in its sole and absolute discretion. In the event Franchisee violates the obligations set forth in the forgoing sentence, Franchisee shall be deemed to be in default of this Agreement, and DonutNV Franchising shall have the right to charge Franchisee $1,000 per occurrence for any such violation. This fee is a reasonable estimate of DonutNV Franchising's internal cost of personnel time attributable to addressing the unauthorized participation, and it is not a penalty or estimate of all damages arising from Franchisee's breach. This fee is in addition to all of DonutNV Franchising's other rights and remedies (including default and termination under Section 14.2).

4.9 Third Party Vendors. If DonutNV Franchising requires Franchisee to use a designated third-party vendor, DonutNV Franchising has the right (but not the obligation) to collect payment on behalf of the vendor and remit the payment to the vendor. If DonutNV Franchising does so, it may impose a markup or charge (not to exceed 20%) for administering the payment program.

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

4.11 Inflation Adjustment. DonutNV Franchising may increase the Royalty Fee, Brand Fund Contribution, and other fees due under this Agreement once per year, up to an amount equal to national inflation over the prior year (based on the Consumer Price Index published by the Bureau of Labor Statistics, or any successor index). DonutNV Franchising shall give at least 30 days prior notice (which may be delivered electronically to franchisee or via system-wide announcement and need not qualify as "notice" under Section 18.9) before raising fees based on inflation.

4.12 Payment Terms.

(a) Method of Payment; Credit Card Processing Fee. Franchisee shall pay the Royalty Fee, Brand Fund Contribution, Technology Fee, and any other amounts owed to DonutNV Franchising by pre-authorized bank draft or in such other manner as DonutNV Franchising may require. Franchisee shall comply with DonutNV Franchising's payment instructions. In the event DonutNV Franchising permits Franchisee to pay any amounts due by credit card, DonutNV Franchising shall charge a 5% processing fee on any amounts so paid.

(b) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a $25.00 "late fee" per day plus interest on the unpaid amount at a rate equal to 12% per year (or, if such payment and/or rate exceeds the maximum allowed by law, then payment and/or interest at the highest rate allowed by law).

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

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

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

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

ARTICLE 5. ASSISTANCE

5.1 Manual. DonutNV Franchising shall make its Manual available to Franchisee on loan. Franchisee acknowledges that the Manual remains the sole property of DonutNV Franchising at all times. If Franchisee loses, gives away, makes unauthorized copies of, fails to return, or otherwise misappropriate all or some of the Manual, Franchisee shall pay a fee of $750 to DonutNV Franchising. This fee is a reasonable estimate of DonutNV Franchising's internal cost of personnel time attributable to addressing this loss and is not a penalty or estimate of all damages arising from Franchisee's breach. This fee is in addition to all of DonutNV Franchising's other rights and remedies. Imposition of this fee does not waive any of DonutNV Franchising's rights of specific performance or injunctive relief.

5.2 Pre-Opening Assistance.

(a) Unit, equipment, tablet, signage, and supplies. DonutNV Franchising or its affiliate will sell to Franchisee the Unit, outfitted with all equipment, signage, and substantially all supplies and inventory needed to operate the Unit. The package sold will include an iPad tablet with certain software and services, marketing postcards, and business cards. Franchisee is solely responsible for ensuring the Unit will comply with all applicable laws and regulations and will be able to obtain all applicable permits in Franchisee's jurisdiction. If Franchisee requests changes to the Unit in order to comply with applicable laws, regulations, or permitting requirements, such changes will be at Franchisee's sole expense.

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

(c) Pre-Opening Training. DonutNV Franchising shall make available its standard pre-opening training to the Principal Executive and up to one other employee, at DonutNV Franchising's headquarters and/or at another location designated by DonutNV Franchising. DonutNV Franchising shall not charge any fee for this training. If DonutNV Franchising permits Franchisee to send additional people to the initial training program, Franchisee shall pay $500 per

additional person. Franchisee is responsible for its own travel, lodging, meals, and other out-of-pocket expenses. DonutNV Franchising reserves the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the program.

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

5.3 Post-Opening Assistance.

(a) Advice, Consulting, and Support. If Franchisee requests, DonutNV Franchising will provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the extent DonutNV Franchising deems reasonable.

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

(c) Procedures. To the extent DonutNV Franchising determines in its sole discretion, DonutNV Franchising will provide Franchisee with certain recommended administrative, bookkeeping, accounting, and/or inventory control procedures, to the extent DonutNV Franchising deems appropriate. DonutNV Franchising may make any such procedures part of the required (and not merely recommended) System Standards.

(d) Marketing. DonutNV Franchising shall manage the Brand Fund.

(e) Internet. DonutNV Franchising shall maintain a website for DonutNV, which will include Franchisee's location (or territory) and a method for contacting Franchisee.

(f) Food Safety and Brands Standards Review. DonutNV Franchising shall conduct a food safety and brand standards review at least once per calendar year. DonutNV Franchising may conduct more than one such review per year. DonutNV Franchising may engage a third party to conduct the review. DonutNV Franchising may charge a commercially reasonable fee for the review. As of the date of this Agreement, the fee is $550. Franchisee shall correct any deficiencies found in the review as promptly as possible (and in no event later than 15 days after receiving the report of the review).

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Location. Franchisee is solely responsible for selecting a suitable location for managing the Business and for storing the Unit.

6.2 Purchase of Unit. No more than 90 days after the Effective Date, Franchisee shall enter into a purchase agreement with Franchisor or its affiliate for the purchase of a Unit, as described in Section 5.2(a). Franchisee shall pay at least 50% of the sale price of the fully equipped Unit upon signing such purchase agreement.

6.3 New Franchisee Training. Franchisee's Principal Executive must complete DonutNV Franchising's training program for new franchisees. If the Principal Executive fails to complete the initial training program to DonutNV Franchising's satisfaction, then DonutNV may outline additional training or conditions that the Principal Executive must meet in order to satisfactorily complete the training prior to opening for business. If the Principal Executive fails to complete the additional training or conditions to the satisfaction of DonutNV Franchising, then DonutNV Franchising may terminate this Agreement without further opportunity to cure.

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

6.5 Opening Date. Franchisee shall open the Business on or before the date stated on the Summary Page.

ARTICLE 7. OPERATIONS

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

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

7.3 Food Service.

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

(b) Preparation. Franchisee shall follow all recipes prescribed by DonutNV Franchising, including, without limitation, use of all ingredients specified or authorized by DonutNV Franchising, and only such ingredients. Franchisee shall maintain sufficient levels of inventory at all times.

(c) Locations and Events. DonutNV Franchising has the right to designate (in the Manual or otherwise in writing) types of venues, locations, and events at which Franchisee shall not provide services.

(d) Prices. Franchisee retains the right to determine the prices it charges for menu items (subject to Section 7.7).

(e) Delivery Services. Franchisee may use the third-party delivery services that DonutNV Franchising approves from time to time. DonutNV Franchising reserves the right to negotiate system-wide agreements with third-party delivery services, and Franchisee shall comply with any such agreement. Franchisee shall be solely responsible for all charges imposed by any third-party delivery services.

(f) Methods of Service. Franchisee shall make sales only from the Unit or as permitted under subsection (e) above. Franchisee shall not make sales by any other means, including without limitation over the internet or via mail order.

(g) Dedicated Location. During the first 12 months after Franchisee commences operation, Franchisee cannot use a Unit to serve single location for more than 15 out of any 30 calendar days without prior written approval from DonutNV Franchising.

(h) Owner's Personal Participation. Unless DonutNV Franchising agrees otherwise in writing, the Principal Executive must be personally present and work at the first 25 events in which the Business operates.

7.4 Additional Units.

(a) Option to Acquire Additional Units. If Franchisee is not in default under this Agreement and has not committed a default in the prior 12 months, and if Franchisee obtains prior approval from DonutNV Franchising (which will not be unreasonably withheld), then Franchisee may purchase one or more additional Units to operate in the Territory.

(b) Requirement to Acquire Additional Units. If Franchisee uses a Unit to serve a single location for more than 25 out of any 30 consecutive days, DonutNV Franchising reserves the right to require Franchisee to purchase and deploy an additional Unit to in order to serve other venues in the Territory.

(c) Terms and Documentation. To obtain and operate an additional Unit under this Section, Franchisee must (at the option of DonutNV Franchising) either (i) execute a separate new Franchise Agreement for the additional Unit, after compliance with all disclosure and other legal obligations, or (ii) execute a mutually acceptable amendment to this Agreement. Franchisee would not pay an additional initial franchise fee for the additional Unit, but Franchisee would pay all other then-current fees for the additional Unit as specified in the new Franchise Agreement or amendment, as the case may be.

7.5 Personnel.

(a) Management. If the Principal Executive delegates daily operations to a general manager, then the general manager must have successfully completed DonutNV Franchising's training program.

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

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

(d) Drivers. Franchisee shall ensure that all drivers of the Unit have a valid license to do so and meet any System Standards set by DonutNV Franchising.

(e) Sole Responsibility. Franchisee is solely responsible for the terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all the actions of its personnel. Franchisee and DonutNV Franchising are not joint employers, and no employee of Franchisee will be an agent or employee of DonutNV Franchising.

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

7.7 Major Accounts. If DonutNV Franchising designates a customer or business as a Major Account, then DonutNV Franchising may set mandatory policies for serving such Major Account, including, without limitation, policies regarding prices and products, referral fees, qualifications to serve the accounts, and customer relationship management. DonutNV Franchising has sole discretion to determine whether any customer or business is a Major Account.

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

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

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

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

7.12 Unit.

(a) Standards. Franchisee shall maintain the Unit, equipment, and other assets in proper working conditions and repair. Franchisee shall comply with any System Standards related to maintenance, repair, and replacement of the Unit, equipment, and other assets. Franchisee shall ensure that the Unit complies with all applicable System Standards, including, without limitation required equipment and exterior décor. Franchisee shall keep the Unit clean and free of dents and other damage. Franchisee shall ensure that the Unit presents a first-class image appropriate to DonutNV Franchising's System. Franchisee shall refurbish, rewrap, and/or remodel the Unit from time to time as directed by DonutNV Franchising (and must rewrap at least once every five years) to meet its then-current brand image for new Units, at Franchisee's expense.

(b) Storage. Franchisee shall keep the Unit in secured storage when not in use.

(c) Business Use Only. Franchisee shall use the Unit solely for the Business.

(d) Safety Inspection. At least once per calendar year, Franchisee at its own cost must have a qualified mechanic inspect the Unit and tow vehicle and complete DonutNV Franchising's form of inspection report. If the inspection shows any safety issues, Franchisee must promptly remedy such issues. DonutNV Franchising has the right to require Franchisee to cease using the Unit and/or tow vehicle until the safety issue is remedied.

(e) Tracking. Franchisee, at its own expense, shall place any required GPS or other tracking system on the Unit and shall use any associated software systems. Franchisee shall give DonutNV unrestricted access to such systems.

(f) Alterations. Franchisee shall not alter or replace the equipment, fixtures, furniture, signs, décor, or other aspects of the interior or exterior of the Unit except in compliance with all applicable System Standards or except with prior approval from DonutNV Franchising.

7.13 Technology. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all Technology required by DonutNV Franchising. DonutNV Franchising has the right to prohibit Franchisee from using any Technology which is not approved or required by DonutNV Franchising. Franchisee shall enter into any subscription and support agreements related to the Technology that DonutNV Franchising may require. Franchisee shall upgrade, update, or replace any Technology from time to time as DonutNV Franchising may require. Franchisee shall

protect the confidentiality and security of all Technology, and Franchisee shall abide by any System Standards related thereto. Franchisee shall give DonutNV Franchising unlimited access to Franchisee's Technology used in the Unit, by any means designated by DonutNV Franchising. Despite Franchisee's obligation to acquire and use Technology according to System Standards, Franchisee has sole and complete responsibility for: (a) acquiring, operating, maintaining, and upgrading Franchisee's Technology; (b) the manner in which Franchisee's Technology interfaces with DonutNV Franchising's and any third party's computer system; (c) any and all consequences if Franchisee's Technology is not properly operated, maintained, and upgraded; (d) complying at all times with the most current version of the Payment Card Industry Data Security Standards, and (e) complying at all times with all laws governing the use, disclosure, and protection of Privacy Information.

7.14 Tow Vehicles. In the event Franchisee purchases a trailer Unit:

(a) Requirement. To tow the trailer Unit, Franchisee shall buy or lease a vehicle which complies with all applicable System Standards. The vehicle must not be more than seven years old. Franchisee shall keep the vehicle in excellent (or better) condition, clean, and free of dents and other damage, and shall ensure that the vehicle presents a first-class image appropriate to the System. Franchisee may use a tow vehicle that is personally owned or leased by Franchisee or an Owner, so long as the vehicle meet the foregoing requirements.

(b) Décor. Franchisee shall not have any signage or décor on the tow vehicle other than the approved DonutNV signage. If Franchisee desires to wrap the tow vehicle, Franchisee must pay a fee of $2,500 per Unit to DonutNV Franchising for assistance with design and review for approval. Franchisee would be responsible for all design, print material, and installation costs of wrapping the tow vehicle.

7.15 Insurance.

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

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

(ii) business automobile liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000;

(iii) employer practices insurance in an amount of not less than $1,000,000;

(iv) workers compensation coverage as required by state law, but in no event less than $1,000,000; and

(v) business interruption insurance (with a maximum deduction of $3,000) for a minimum of 90 days.

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

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

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

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

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

7.19 No Other Activity Associated with the Business. Franchisee shall not use the assets of the Business for any purpose other than the Business. Franchisee shall not "co-brand" or associate any other business activity with the DonutNV Business in a manner which is likely to cause the public to perceive it to be related to the DonutNV Business. If Franchisee is an entity, the entity shall not own or operate any other business except DonutNV businesses.

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

7.21 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by DonutNV Franchising.

7.22 Meetings. The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone and video conference calls) that DonutNV Franchising requires, including any national or regional brand conventions or conferences. Franchisee shall not permit the Principal Executive to fail to attend more than three consecutive meetings required.

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

7.24 Business Practices and Values. Franchisee and each Owner shall comply with and uphold any code of ethics or statement of values adopted by DonutNV Franchising. Franchisee and each

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

ARTICLE 8. SUPPLIERS AND VENDORS

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

8.2 Unit, Equipment, and Inventory. Without limiting the generality of Section 8.1, Franchisee acknowledges that DonutNV Franchising or its affiliate is the sole Required Vendor of (1) the Unit with the initial package of donut machines, refrigerated beverage dispenser, mixer, juicer, coffee urns, food containers, utensils, small wares, and donut mix, and (2) any additional or replacement donut machines. DonutNV Franchising and its affiliate have the right to earn a profit from any product supplied to Franchisee.

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

8.4 Alternate Input Approval. If DonutNV Franchising requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by DonutNV Franchising. DonutNV Franchising will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request.

8.5 Purchasing. DonutNV Franchising may implement a centralized purchasing system and negotiate prices and terms with vendors on behalf of the System. DonutNV Franchising may receive rebates or payments from vendors in connection with purchases by franchisees. DonutNV Franchising may establish a purchasing cooperative and require Franchisee to join and participate

in the purchasing cooperative on such terms and conditions as DonutNV Franchising may determine.

8.6 No Liability of Franchisor. Except as expressly provided in Section 8.7 for products supplied by DonutNV Franchising or its affiliates, DonutNV Franchising shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor, including without limitation defects, delays, or unavailability of products or services.

8.7 Warranties.

(a) EXCEPT AS EXPRESSLY STATED IN THE PURCHASE AND SALE AGREEMENT FOR MOBILE KITCHEN BETWEEN KEYSTONE MANUFACTURING, LLC AND FRANCHISEE, DONUTNV FRANCHISING AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY TO FRANCHISEE OR FRANCHISEE'S CUSTOMERS WITH RESPECT TO ANY PRODUCT SOLD BY DONUTNV FRANCHISING AND ITS AFFILIATES TO FRANCHISEE, AND SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE.

(b) Third-Party Warranties. Third-party warranties on items purchased by Franchisee from DonutNV or its affiliates will be transferred to Franchisee solely to the extent described in the Purchase and Sale Agreement for Mobile Kitchen between Keystone Manufacturing, LLC and Franchisee, or other applicable sale agreement. Except as subsequently agreed in writing, DonutNV Franchising or its affiliate shall not be responsible for providing warranty service to Franchisee or to any Franchisee customer for any items. DONUTNV FRANCHISING AND ITS AFFILIATES PROVIDES NO WARRANTY TO FRANCHISEE OR FRANCHISEE'S CUSTOMERS WITH RESPECT TO ITEMS NOT PRODUCED OR MANUFACTURED BY DONUTNV FRANCHISING OR ITS AFFILIATES. THE WARRANTIES, IF ANY, OF THE THIRD-PARTY MANUFACTURER OR SUPPLIER OF SUCH ITEMS, ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE.

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

ARTICLE 9. MARKETING

9.1 Implementation. Franchisee shall not use any marketing materials or campaigns (including point-of-sale materials, advertising, social media marketing, and sponsorships) that

have not been approved by DonutNV Franchising. Franchisee shall implement any marketing plans or campaigns determined by DonutNV Franchising.

9.2 Use by DonutNV Franchising. DonutNV Franchising may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, royalty-free license to DonutNV Franchising for such purposes.

9.3 Brand Fund. DonutNV Franchising has established or may establish a Brand Fund to promote the System on a local, regional, national, and/or international level. If DonutNV Franchising has established a Brand Fund:

(a) Account. DonutNV Franchising is not required to hold the Brand Fund Contributions from franchisees in a bank account separate from DonutNV Franchising's other accounts.

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

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

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

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

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

(g) Franchise Development. DonutNV Franchising reserves the right to insert information about franchises for sale on advertising prepared by or placed using the Brand Development Fund (provided that such information shall be incidental to the advertising, and not the principal purpose of such advertising).

9.4 Required Spending. Franchisee shall spend at least $500 per Unit on marketing the Business each month after Franchisee receives the Unit. Within 10 days after request by DonutNV Franchising, Franchisee shall furnish proof of its compliance with this Section. DonutNV Franchising has the sole discretion to determine what activities constitute "marketing" under this Section.

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

9.6 Internet Marketing. DonutNV Franchising has the exclusive right to conduct and manage all marketing and commerce on the internet or other electronic medium, including all websites and "social media" marketing. Franchisee shall not conduct such marketing or commerce, nor establish any website or social media presence independently, except as DonutNV Franchising may specify, and only with DonutNV Franchising's consent. DonutNV Franchising retains the right to approve any linking to or other use of DonutNV Franchising's website. Franchisee must comply with any internet, online commerce and/or social media policy that DonutNV Franchising may prescribe.

9.7 Advertising Council. DonutNV Franchising has the right to form an advertising council composed of franchisees, on such terms and conditions as DonutNV Franchising may determine.

ARTICLE 10. RECORDS AND REPORTS

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

10.2 Reports.

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

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

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

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

(b) Tax Returns. Franchisee shall provide DonutNV Franchising with copies of all federal and state annual business income tax returns within 30 days after the due date thereof.

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

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

(e) Other Information. Franchisee shall submit to DonutNV Franchising such other financial statements, reports, budgets, forecasts, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that DonutNV Franchising may reasonably request. DonutNV Franchising acknowledges that all personnel records of the Business belong to Franchisee and that this Agreement does not grant DonutNV Franchising the right to access personnel records of Franchisee's employees.

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

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

10.5 Records Audit. DonutNV Franchising may examine and audit all books and records related to the Business (other than the personnel records of Franchisee's employees), and supporting documentation, at any reasonable time. DonutNV Franchising may require Franchisee to deliver copies of books, records and supporting documentation to a location designated by DonutNV Franchising. Franchisee shall also reimburse DonutNV Franchising for all costs and expenses of the examination or audit if DonutNV Franchising conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System.

10.6 Software. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all software and related systems required by DonutNV Franchising. Franchisee shall enter into any subscription and support agreements that DonutNV Franchising may require. Franchisee shall upgrade, update, or replace any software from time to time as DonutNV

Franchising may require. Franchisee shall protect the confidentiality and security of all software systems and shall abide by any System Standards related thereto. Franchisee shall give DonutNV Franchising unlimited access to Franchisee's point of sale system and other software systems used in Business, by any means designated by DonutNV Franchising.

ARTICLE 11. FRANCHISOR RIGHTS

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

11.2 Business Evaluation and Inspection. DonutNV Franchising may conduct an evaluation of the Business and an inspection of the Unit before, during, or after any event where Franchisee provides services. Franchisee shall cooperate with DonutNV Franchising's evaluators and inspectors. The evaluation and inspection may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical condition of the Unit and equipment, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. DonutNV Franchising may videotape and/or take photographs of the evaluation and inspection. DonutNV Franchising may set a minimum score requirement for evaluations, and Franchisee's failure to meet or exceed the minimum score will be a default under this Agreement. Without limiting DonutNV Franchising's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an evaluation and inspection. If DonutNV Franchising conducts an evaluation and inspection because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed evaluation), or if the evaluation and inspection identifies a material non-compliance with any System Standard or any other default under this Agreement, then DonutNV Franchising may charge all out-of-pocket expenses plus its then-current evaluation fee to Franchisee.

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

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

because of any such action. Such rights of DonutNV Franchising are in addition to any other right or remedy available to DonutNV Franchising.

11.5 Business Data. Except as stated in this Section, all customer data collected by or generated by the Business and all data collected or generated by the primary software operating system of the Business is Confidential Information and is exclusively owned by DonutNV Franchising. DonutNV Franchising hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement. Notwithstanding anything herein to the contrary, any data concerning Franchisee's employees, and any data constituting personal data under any applicable privacy law or regulation shall not be owned by DonutNV Franchising.

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

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

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

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

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

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

11.12 Temporary Public Safety Closure. If DonutNV Franchising discovers or becomes aware of any aspect of the Business which, in DonutNV Franchising's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon DonutNV Franchising's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition.

DonutNV Franchising shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

11.13 Temporary Control. If (i) Franchisee (or, if Franchisee is an entity, the Owner with the largest interest in Franchisee) dies, becomes incapacitated, or is otherwise unable to manage the Business, (ii) this Agreement is terminated or expires and DonutNV Franchising elects to purchase assets of the Business as provided in Section 14.6, or (iii) Franchisee is operating the Business in a manner which, in DonutNV Franchising's reasonable opinion, constitutes a danger to the health or safety of any person, then DonutNV Franchising may (but is not obligated to) operate and manage the Business for Franchisee's (or Franchisee's estate's) account until this Agreement is terminated, the Business is transferred, the Business is purchased by DonutNV Franchising, or DonutNV Franchising returns the Business to Franchisee. DonutNV Franchising's operation and management will not continue for more than 90 days without Franchisee's consent (or the consent of the representatives of Franchisee's estate). If this Agreement has not terminated or expired, then DonutNV Franchising will account to Franchisee for all net income from the Business during the period in which DonutNV Franchising operates the Business. DonutNV Franchising may collect a temporary management fee equal to 40% of gross sales for the period in which DonutNV Franchising operates the Business, plus all out-of-pocket expenses incurred by DonutNV Franchising, payable monthly.

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

ARTICLE 12. MARKS

12.1 Authorized Marks. Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by DonutNV Franchising, and only in the manner as DonutNV Franchising may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated

with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of DonutNV Franchising.

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

12.3 Infringement.

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

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

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

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

ARTICLE 13. COVENANTS

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

13.2 Covenants Not to Compete.

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

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor operating in any of Franchisee's Territory or within 25 miles thereof, or in the territory of any other DonutNV business operating on the date of expiration, termination, or transfer, as applicable.

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

13.3 Employee Recruitment. During the term of this Agreement and for one year after termination, transfer, or expiration of this Agreement, Franchisee shall not knowingly employ or seek to employ or engage as an independent contractor any person then employed by DonutNV Franchising or its affiliates.

13.4 General Manager and Key Employees. If requested by DonutNV Franchising, Franchisee will cause its general manager and other key employees that DonutNV Franchising reasonably designates to sign DonutNV Franchising's then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Franchisee. Franchisee may terminate this Agreement only if DonutNV Franchising violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 90 days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective 10 days after DonutNV Franchising receives written notice of termination.

14.2 Termination by DonutNV Franchising.

(a) Subject to 10-Day Cure Period. If Franchisee commits any of the following breaches of the Agreement, and Franchisee fails to cure any such breach within 10 days after DonutNV Franchising giving notice to Franchisee of such breach, then DonutNV Franchising may terminate this Agreement:

(i) Franchisee does not make any payment to DonutNV Franchising when due, or if Franchisee does not have sufficient funds in its account when DonutNV Franchising attempts an electronic funds withdrawal; or

(ii) Franchisee participates in any unauthorized social media groups or websites in violation of Section 4.8 (any cure of this Section 14.2(a)(ii) shall include, without

limitation, providing evidence satisfactory to DonutNV Franchising that Franchisee has deleted all account(s) or other social media presence(s) specified by DonutNV Franchising to Franchisee).

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

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

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

(ii) Franchisee knowingly submits any false report or knowingly provides any other false information to DonutNV Franchising;

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

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

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

(vi) Franchisee abandons or ceases operation of the Business for more than 30 days, or otherwise indicates its decision to cease operation of the Business;

(vii) Franchisee loses possession of the Unit;

(viii) Franchisee or any Owner slanders or libels DonutNV Franchising or any of its employees, directors, or officers;

(ix) Franchisee refuses to cooperate with or permit any audit, evaluation or inspection by DonutNV Franchising or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2.

(x) the Business is operated in a manner which, in DonutNV Franchising's reasonable judgment, constitutes a significant danger to the health or safety of any person, and

Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from DonutNV Franchising or otherwise);

(xi) Franchisee has received: (A) two or more notices of default (or a single notice of more than one default) and Franchisee commits another breach of this Agreement, all in the same 12-month period (regardless of whether the defaults were cured and regardless of whether the defaults are for the same or different breaches of this Agreement); or (B) at least one notice of default and Franchisee commits another breach of this Agreement for the same violation that was the subject of the initial default notice, all in the same 12-month period (regardless of whether the default(s) were cured);

(xii) DonutNV Franchising (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate);

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

(xiv) Franchisee or any Owner is accused by any governmental authority or third party of any act, or if Franchisee or any Owner commits any act or series of acts, that in DonutNV Franchising's reasonable opinion, is morally offensive, is a significant violation of DonutNV Franchising's company values, or attracts or could attract significant negative attention to the DonutNV brand.

14.3 Effect of Termination. Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Franchisee must immediately:

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

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

(iii) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to DonutNV Franchising or any new franchisee as may be directed by DonutNV Franchising, and Franchisee hereby irrevocably appoints DonutNV Franchising, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to

execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing; and

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

14.4 Remove Identification. Within 30 days after termination or expiration, Franchisee shall at its own expense "de-identify" the Unit so that it no longer contains the Marks, signage, or any trade dress of a DonutNV business, to the reasonable satisfaction of DonutNV Franchising. Franchisee shall comply with any reasonable instructions and procedures of DonutNV Franchising for de-identification. Franchisee shall not use the Unit for any purpose whatsoever prior to completing such de-identification.

14.5 Other Claims. Termination of this Agreement by DonutNV Franchising will not affect or discharge any claims, rights, causes of action or remedies (including claims for DonutNV Franchising's lost future income after termination), which DonutNV Franchising may have against Franchisee, whether arising before or after termination.

14.6 Purchase Option. When this Agreement expires or is terminated, DonutNV Franchising will have the right (but not the obligation) to purchase any or all of the Unit, equipment, and other assets related to the Business chosen by DonutNV Franchising, for a price equal to the depreciated book value thereof. To exercise this option, DonutNV Franchising must notify Franchisee no later than 30 days after this Agreement expires or is terminated. DonutNV Franchising's purchase will be of assets only (free and clear of all liens), and will not include any liabilities of Franchisee. If DonutNV Franchising exercises the purchase option, DonutNV Franchising may deduct from the purchase price: (a) all amounts due from Franchisee, and (b) amounts which DonutNV Franchising paid or will pay to third parties to satisfy indebtedness owed by Franchisee to third parties. If any of the assets are subject to a lien, DonutNV Franchising may pay a portion of the purchase price directly to the lienholder to pay off such lien. DonutNV Franchising may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. DonutNV Franchising may assign this purchase option to another party.

ARTICLE 15. TRANSFERS

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

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

(i) DonutNV Franchising receives a transfer fee equal to $10,000, plus any broker fees incurred by DonutNV Franchising in connection with the Transfer;

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

(iii) the proposed Transferee is not a Competitor;

(iv) the proposed Transferee executes DonutNV Franchising's then-current form of franchise agreement and any related documents, which form may contain materially different provisions than this Agreement;

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

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

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

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

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

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to DonutNV Franchising, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by DonutNV Franchising, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.5.

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the Owner with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by DonutNV Franchising (or to another person who was an Owner at the time of death or incapacity of the largest Owner) within 180 days after death or incapacity. Such a transfer must comply with Section 15.2.

15.5 DonutNV Franchising's Right of First Refusal. Before Franchisee (or any Owner) engages in a Transfer (except under Section 15.3 or to a spouse, sibling, or child of an Owner), DonutNV Franchising will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to DonutNV Franchising a copy of the terms and conditions of any

Transfer. For a period of 30 days from the date of DonutNV Franchising's receipt of such copy, DonutNV Franchising will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that DonutNV Franchising may substitute cash for any other form of payment). If DonutNV Franchising does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

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

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

ARTICLE 16. INDEMNITY

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

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

ARTICLE 17. DISPUTE RESOLUTION

17.1 Arbitration.

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

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

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

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

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

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

17.2 Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages authorized by federal statute. In the event of termination of this Agreement prior to the expiration of the term due to Franchisee's default, DonutNV Franchising's actual damages will include its lost future income from Royalty Fees and other amounts that Franchisee would have owed to DonutNV Franchising but for the termination.

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

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

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

17.6 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs and

other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

ARTICLE 18. MISCELLANEOUS

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

18.2 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, DonutNV Franchising, and DonutNV Franchising's affiliates.

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by DonutNV Franchising in its franchise disclosure document.

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

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

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

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

18.8 Governing Law. The laws of the State of Florida (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Florida law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to DonutNV Franchising, addressed to 3745 S. Hwy 27, Suite A, Clermont, FL 34711. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, DonutNV Franchising may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

18.10 Release. By executing this Agreement, Franchisee (on behalf of itself and its Owners), releases DonutNV Franchising, its affiliates, and their respective directors, officers, shareholders, employees, franchise sellers, representatives, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which Franchisee or any Owner now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of any prior franchise agreement, and all claims arising under franchise, business opportunity, or securities laws of the United States or any state thereof. [**Maryland**]: This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. [**Washington**]: 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 franchise agreement is in effect and where the parties are represented by independent counsel.

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

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

[*Signatures on next page*]

Agreed to by:

FRANCHISOR:

DONUTNV FRANCHISING, INC.

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

FRANCHISEE:

[*if an individual:*]

_____
Name: _____
Date: _____

[*if an entity:*]

_____

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

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

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

Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

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

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

State: _____

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

Name	Shares or Percentage of Ownership

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

Name	Title

Attachment 2 to Franchise Agreement

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this "Guaranty") is executed by the undersigned person(s) (each, a "Guarantor") in favor of DonutNV Franchising, Inc., a Florida corporation ("DonutNV Franchising").

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

Guarantor agrees as follows:

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

2. Confidential Information. With respect to all Confidential Information, Guarantor shall (a) adhere to all security procedures prescribed by DonutNV Franchising for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business, (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by DonutNV Franchising, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of the Franchise Agreement, (e) not copy or otherwise

reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by DonutNV Franchising or its affiliates (except for Confidential Information which DonutNV Franchising licenses from another person or entity). This Section will survive the termination or expiration of the Franchise Agreement indefinitely.

3. Covenants Not to Compete.

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

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor operating in any of Franchisee's Territory or within 25 miles thereof, or in the territory of any other DonutNV business operating on the date of expiration, termination, or transfer, as applicable.

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

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

5. Governing Law; Dispute Resolution. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to its principles of conflicts of law). The parties agree that any Florida law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 5. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to DonutNV Franchising all costs incurred by DonutNV Franchising and its affiliates (including reasonable attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Agreed to by:

_____
Name: _____
Address: _____
_____
_____
Date: _____

_____
Name: _____
Address: _____
_____
_____
Date: _____

_____
Name: _____
Address: _____
_____
_____
Date: _____

Attachment 3 to Franchise Agreement

TERRITORY

The Territory for this Franchise Agreement is:

Attachment 4 to Franchise Agreement

FORM OF ATTACHMENT TO FRANCHISE AGREEMENT FOR ADDITIONAL UNIT

[*If you are an existing DonutNV franchisee signing a new Franchise Agreement for an additional Unit in connection with a Development Rights Rider, this form would be attached to the new Franchise Agreement*]

Attachment 4 to Franchise Agreement

SPECIAL STIPULATIONS

Background Statement: DonutNV Franchising and Franchisee are parties to a separate Franchise Agreement with an effective date of _____ (the "First Franchise Agreement") for the operation of a DonutNV business with a single Unit ("Unit #1") in the Territory described therein. DonutNV Franchising and Franchisee are also parties to a Development Rights Rider (the "Development Rights Rider") of the same date for the development of [____] additional Units. The Development Rights Rider requires execution of a separate franchise agreement for each additional Unit. The Agreement to which this Attachment 4 – Special Stipulations is attached is for Franchisee's Unit #[___].

Accordingly, the parties agree to amend the Agreement as follows:

1. **Franchise Fee.** The franchise fee for all Units was previously paid in full in connection with the execution of the First Franchise Agreement.

2. **Purchase of Unit.** Section 6.2 of the Agreement is deleted and replaced with the following:

> **"6.2 Purchase of Unit.** On or before the Effective Date of this Agreement, Franchisee shall enter into a purchase agreement with Franchisor or its affiliate for the purchase of the Unit, as described in Section 5.2(a). Franchisee shall pay at least 50% of the sale price of the fully equipped Unit upon signing such purchase agreement."

3. **Control.** The terms of this Attachment 4 supersede any conflicting terms of the Agreement.

-Signatures on next page-

Agreed to by:

FRANCHISOR:

DONUTNV FRANCHISING, INC.

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

FRANCHISEE:

[*if an individual:*]

_____
Name: _____
Date: _____

[*if an entity:*]

_____

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

EXHIBIT C

FORM OF DEVELOPMENT RIGHTS RIDER

This Development Rights Rider (this "Rider") amends the Franchise Agreement dated _____ (the "Agreement"), between DonutNV Franchising, Inc., a Florida corporation ("DonutNV Franchising") and _____, a _____ _____ ("Franchisee").

1. Multi-Unit Commitment. Franchisee shall execute additional DonutNV franchise agreements to develop and operate additional Units on the following schedule (the "Development Schedule"):

Unit #	Territory	Deadline for Signing Franchise Agreement and Ordering Unit	Deadline for Opening
2			
3			
4			
5			

2. Fee and Payment. For all territories (including the first territory under the attached Franchise Agreement), Franchisee shall pay the total initial franchise fee to DonutNV Franchising equal to _____. The total initial franchise fee is not refundable under any circumstances (even if Franchisee does not execute any of the future franchise agreements).

3. Form of Agreement. For each additional DonutNV franchise, Franchisee shall execute DonutNV Franchising's then-current standard form of franchise agreement prior to ordering a Unit for the additional territory. However, the franchise agreement will be modified so that the royalty fees and brand fund contribution is as set forth in their first franchise agreement (subject to the inflation adjustment).

4. Operation in Multiple Territories. So long as Franchisee complies with the Development Schedule, Franchisee may operate each Unit in any of the Territories described in the Development Schedule. If Franchisee fails to fulfill the Development Schedule, then DonutNV Franchising may at any time thereafter reduce, alter, or eliminate any one or more Territories by giving notice thereof to Franchisee.

5. Termination of Development Rights.

(a) Automatic. This Rider will automatically terminate if the Franchise Agreement to which it is a part is terminated for any reason.

(b) By DonutNV Franchising. DonutNV Franchising may terminate Franchisee's development rights under this Rider by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee fails to satisfy the development schedule;

(ii) Franchisee informs DonutNV Franchising that it will not fulfill the development schedule; or

(iii) DonutNV Franchising has the right to terminate any other franchise agreement between DonutNV Franchising and Franchisee due to Franchisee's default thereunder (whether or not DonutNV Franchising actually terminates such franchise agreement).

(c) By Franchisee. Franchisee may terminate this Rider at any time. Franchisee will not receive a refund of any franchise fees.

6. Transferability. Franchisee may execute the future franchise agreements through a wholly-owned entity formed for the purpose of operating the Business. Otherwise, Franchisee does not have the right to Transfer development rights hereunder to any other person or entity without the approval of DonutNV Franchising in accordance with the Franchise Agreement. Any attempt by Franchisee to Transfer development rights to another person or entity without such approval will be void.

7. Limitation of Franchisee's Liability. Franchisee's commitment to develop DonutNV Units under this Rider is in the nature of an option only. If Franchisee's development rights under this Rider are terminated for any reason, Franchisee shall not be liable to DonutNV Franchising for lost future revenues or profits from the unopened future DonutNV Units.

-Signatures on next page-

Agreed to by:

FRANCHISOR:

DONUTNV FRANCHISING, INC.

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

FRANCHISEE:

[*if an individual:*]

_____
Name: _____
Date: _____

[*if an entity:*]

_____

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

EXHIBIT D

FINANCIAL STATEMENTS

DonutNV Franchising, Inc.

(A Florida Corporation)

Financial Statements with Report of Independent Auditors
December 31, 2024 and 2023

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Report of Independent Auditors

To the Shareholders of
DonutNV Franchising, Inc.:

Opinion
We have audited the accompanying financial statements of DonutNV Franchising, Inc. (the Company), a Florida corporation, which comprise the balance sheets as of December 31, 2024, and December 31, 2023 and the related statements of operations, equity, and cashflows for the years then ended and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and December 31, 2023, and the results of its operations and its cashflows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after April 25, 2025.

Auditors' Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue and auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstance, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control-related matters that we identified during the audits.

DA Advisory Group PLLC

Troy, MI
April 25, 2025

DonutNV Franchising, Inc.
BALANCE SHEETS
As of December 31, 2024 and 2023

	December 31, 2024	December 31, 2023
ASSETS		
Current assets:		
Cash and cash equivalents	$ 727,290	$ 1,130,993
Accounts receivable	134,952	343,064
Security deposits	14,000	14,000
Prepaid other expenses	174,572	-
Accrued interest receivable on CD	31,103	-
Capitalized franchise commission costs	996,564	1,230,430
Due from affiliated companies	3,740,919	3,940,919
Total current assets	5,819,400	6,659,406
Fixed assets:		
Equipment, computers and software	-	2,332
Total fixed assets	-	2,332
Other assets:		
Capitalized franchise commission costs - net of current	6,387,487	7,298,570
Total other assets	6,387,487	7,298,570
Total noncurrent assets	6,387,487	7,300,902
Total assets	$ 12,206,887	$ 13,960,308
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 35,381	$ 278
Credit cards	31,984	21,922
Accrued expenses	26,141	73,141
Payroll liabilities	21,672	-
Current portion of long-term debt	151,875	-
Deferred revenue - franchise sales, current portion	1,142,319	1,492,806
Total current liabilities	1,409,372	1,588,147
Long term liabilities:		
Deferred revenue - franchise sales, net of current portion	7,321,698	8,854,912
Total long term liabilities	7,321,698	8,854,912
Total liabilities	8,731,070	10,443,059
Shareholders' equity:		
Common stock	1,000	1,000
Additional paid-in capital	8,463	29,943
Retained earnings	3,466,354	3,486,306
Total shareholders' equity	3,475,817	3,517,249
Total liabilities and shareholders' equity	$ 12,206,887	$ 13,960,308

see accompanying notes

DonutNV Franchising, Inc.
STATEMENTS OF OPERATIONS
For the years ended December 31, 2024 and 2023

	2024	2023
Operating revenues:		
Franchise fees	$ 2,669,700	$ 1,274,109
Royalty fee income	832,005	382,533
Other franchise-related revenue	341,715	126,612
Marketing and brand fund fees	252,532	93,331
Transfer and territory fee income	102,000	-
Operating revenues	4,197,952	1,876,585
Operating expenses:		
Payroll expenses	830,143	524,505
Legal and professional services	2,488,026	442,183
Franchise development	160,229	381,497
Office supplies and software	79,866	134,903
Advertising and marketing	251,350	132,949
Utilities	63,757	89,582
Other operating expenses	360,637	334,175
Total operating expenses	4,234,008	2,039,794
Operating income	(36,056)	(163,209)
Other income (expense)		
Other income	-	3,900,000
Interest (expense)	(1,875)	-
Interest income	44,120	13,517
Total other income (expense)	42,245	3,913,517
Net income	$ 6,189	$ 3,750,308

see accompanying notes

DonutNV Franchising, Inc.
STATEMENTS OF SHAREHOLDERS' EQUITY
For the years ended December 31, 2024 and 2023

	Common Stock	Additional Paid-In Capital	Retained Earnings	Total Equity
BALANCE, DECEMBER 31, 2022	1,000	$ 24,951	$ (264,002)	$ (238,051)
Contributions	-	4,992	-	4,992
Distributions	-	-	-	-
Net income	-	-	3,750,308	3,750,308
BALANCE, DECEMBER 31, 2023	1,000	$ 29,943	$ 3,486,306	$ 3,517,249
Contributions	-	95,000	-	95,000
Distributions	-	(116,480)	-	(116,480)
Prior period adjustment	-	-	(26,141)	(26,141)
Net income	-	-	6,189	6,189
BALANCE, DECEMBER 31, 2024	1,000	$ 8,463	$ 3,466,354	$ 3,475,817

see accompanying notes

DonutNV Franchising, Inc.
STATEMENTS OF CASH FLOWS
For the years ended December 31, 2024 and 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 6,189	$ 3,750,308
Change in:		
Accounts receivable	208,112	(259,211)
Prepaid commissions	1,144,949	(6,444,422)
Due from affiliates	200,000	(3,933,284)
Other current assets	(205,675)	8,526
Accounts payable and other liabilities	19,837	(37,037)
Deferred revenue	(1,883,701)	7,688,556
Net cash (used in) provided by operating activities	(510,289)	773,436
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase or disposal of fixed assets	2,332	(2,332)
Net cash used by investing activities	2,332	(2,332)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Prior period adjustment	(26,141)	-
Debt issuance and repayment, net	151,875	-
Capital distributions	(116,480)	-
Contributed capital	95,000	4,992
Net cash (used in) provided by financing activities	104,254	4,992
Net change in cash and cash equivalents	(403,703)	776,096
Cash and cash equivalents as of beginning of period	1,130,993	354,897
Cash and cash equivalents at period end	727,290	1,130,993
Total cash and cash equivalents	$ 727,290	$ 1,130,993

see accompanying notes

DonutNV Franchising, Inc.
NOTES TO FINANCIAL STATEMENTS
December 31, 2024 and 2023

1. Organization

DonutNV Franchising, Inc. ("the Company"), a Florida corporation, was formed February 25, 2018, to supply and service franchised companies in the quick food service industry.

For the years ended December 31, 2024 and 2023, total capital contributions were $95,000 and $4,992, respectively. For the years ended December 31, 2024 and 2023, total capital distributions were $116,480 and $0, respectively.

2. Summary of significant accounting policies and nature of operations

Basis of accounting
The Company prepares its financial statements on the accrual basis of accounting consistent with accounting principles generally accepted in the United States of America.

Estimates
The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Cash and cash equivalents
Cash and cash equivalents include all cash balances on deposit with financial institutions, CDs, and highly liquid investments with a maturity of three months or less at the date of acquisition.

The Company maintains its cash in bank deposit accounts which could exceed federally insured limits of $250,000. As of December 31, 2024, the Company held accounts in excess of insured limits by $69,761. The Company has generally maintained all accounts below federally insured limits and have not had losses in such accounts.

Concentration of credit risk
The Company is subject to credit risk related to amounts due from franchisees. The financial condition of the franchisees is largely dependent upon the underlying business trends of the brands and market conditions within the industries represented. The concentration of risk is mitigated by the number of franchisees and the short-term nature of the receivables from the franchisees.

Fair value of financial instruments
The Fair Value Measurements and Disclosure Topic of the FASB Accounting Codification establishes a framework for measuring fair value that is based on the inputs market participants use to determine fair value of an asset or liability and establishes a fair value hierarchy to prioritize those inputs.

2. Summary of significant accounting policies and nature of operations (continued)

The accounting guidance describes a hierarchy of three levels of input that may be used to measure fair value:

Level 1	Inputs based on quote prices in active markets for identical assets and liabilities.
Level 2	Inputs other than Level 1 quoted prices, such as quoted prices for similar assets and liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the asset or liability.
Level 3	Unobservable inputs based on little market or no market activity and which are significant to the fair value of the assets and liabilities.

The Company's material financial instruments consist of primarily cash and cash equivalents, accounts and notes receivable, and accounts payable and accrued expenses. The fair values of cash, accounts and notes receivable, accounts payable and accrued expenses are equal to their carrying values based on their liquidity. The fair value measurement of these assets is categorized as Level 1.

Advertising
Advertising costs are expensed as incurred. For the years ended December 31, 2024 and 2023, the Company incurred $251,350 and $132,949 in advertising costs, respectively.

Royalties and franchise fees receivable
Management considers receivables to be fully collectible. If amounts become uncollectible, they are charged to operations in the period in which that determination is made. Accounting principles generally accepted in the United States of America require that the allowance method be used to recognize bad debts however, the effect of using the direct write-off method for the Company is not materially different from the results that would be obtained under the allowance method. No write-offs were made in the reporting period.

Prepaid expenses
Payments made in advance of expense recognition have been capitalized and included in prepaid expenses. As of December 31, 2024 and 2023 the balance for such prepaid expenses was $174,572 and $0, respectively.

Debt
As of December 31, 2024, a line of credit and personal guarantee agreement has a remaining unpaid balance of $151,875 due within 6 months of year-end at an effective interest rate of 14.25%. This balance is classified as a current liability.

Revenue recognition
Contract consideration from franchisees primarily consists of initial or renewal franchise fees, product sales, royalty and marketing fees, and other miscellaneous services provided to franchisees. The initial franchise fees are nonrefundable and collected when the underlying franchise agreement is signed by

2. Summary of significant accounting policies and nature of operations (continued)

the franchisee. Royalty and marketing fees are paid periodically (weekly or monthly) and product sales are recognized when ownership is transferred to the franchisees.

For franchise revenues, the Company has obligations to provide franchisees with the franchise rights to open a business within the franchise system, provide training, and assist with territory selection. The Company's revenue recognition policies for franchise fees are in compliance with accounting standards ASC Topic 606, Revenue from Contracts with Customers.

In 2020, the Financial Accounting Standards Board (FASB) issued an Accounting Standards Update (ASU), Franchisors-Revenue from Contracts with Customers (Subtopic 952-606) Practical Expedient. The expedient has allowed franchisors that are not public business entities to account for pre-opening activities as a single performance obligation. The Company has concluded that these preopening activities represent performance obligations to which the franchise fee is allocated.

The Company estimates the value of these activities using an adjusted market assessment approach. The Company first allocates the calculated value as revenue and the residual, if any, is recognized as revenue on a straight-line basis over the term of the respective franchise agreement.

All other fees are recognized as services are rendered. Royalties and marketing brand fees are based on a fixed rate calculated by the Company and included within each franchise agreement. Royalties are billed and collected on a weekly basis and marketing brand fees are billed and collected monthly.

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

Income taxes
The Company has elected to be taxes as an "S" Corporation for federal and state reporting purposes. Income taxes as a result of Company profits are levied on the Shareholder(s) at the individual level. Accordingly, there is no need for a tax provision.

3. Related party transactions

The Company has a related-party manufacturing entity with common ownership that supports franchisees as they begin operations. In 2023, it was decided that the Company would send an invoice annually for the value attributable to the expenses incurred and efforts of the Company in obtaining and launching franchisees. Additionally, in 2023, the Company paid some of the expenses of the related party, which resulted in a receivable to the Company. The amounts paid for, but not yet repaid, are recorded as an asset on the balance sheet. The Company had a total balance due from related parties as of December 31, 2024 and 2023 of $3,740,919 and $3,940,919, respectively. There is no stated due date or terms associated to the amounts receivable, but the intent is for the related-party to pay the

3. Related party transactions (continued)

balance as there was a direct benefit received by the related-party. The invoice sent to the related party in 2023 was for $3,900,000 and is included in other income in the 2023 income statement. No additional activity related to the above-mentioned scenario existed in 2024.

4. Revenues and related contract balances

The Company recorded an asset for unrecognized expenses and a liability for unearned revenue associated with the performance obligation of the Company's franchise agreements.

A summary of acquisition costs incurred as of December 31, 2024 and 2023 are as follows:

	2024	2023
Deferred acquisition costs - beginning	$ 8,529,000	$ 2,084,578
Additional costs incurred	739,083	6,727,785
Deferred acquisition costs recognized	(1,884,032)	(283,363)
Deferred acquisition costs - ending	$ 7,384,051	$ 8,529,000

A summary of deferred franchise revenue as of December 31, 2024 and 2023 is as follows:

	2024	2023
Deferred revenue - beginning	$ 10,347,718	$ 2,659,162
Franchise fees	785,999	8,962,664
Franchise fees recognized	(2,669,700)	(1,274,108)
Deferred revenue - ending	$ 8,464,017	$ 10,347,718

5. Disaggregated revenues

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

Revenues by timing of recognition were as follows:

	2024	2023
Point in time:		
Franchise fees	$ 143,809	$ 1,003,782
Royalties	832,005	382,533
Marketing	252,532	93,331
Other revenue from franchisees	443,715	126,612
Total point in time	1,672,061	1,606,258
Over time:		
Franchise fees	2,525,891	270,327
Total over time	2,525,891	270,327
Total revenue	$ 4,197,952	$ 1,876,585

6. Contingencies

The Company has evaluated contingencies as of December 31, 2024 and 2023 and noted none to disclose.

7. Subsequent events

Subsequent events have been evaluated through April 25, 2025, which is the date the financial statements were available to be issued. No significant events or transactions were identified that would require adjustment to the financial statements or disclosure.

DonutNV Franchising, Inc.

Audited Financial Statements

Years Ended
December 31, 2022, 2021 (Restated) and 2020

DonutNV Franchising, Inc.

For the years Ended December 31, 2022, 2021 and 2020

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1022 W Germantown Pike • Norristown, PA 19403 • phone 484•614•0792 • fax 610•930•0323

To the Officers of
DonutNV Franchising, Inc.
9101 International Drive
Suite 1304
Orlando, FL 32819

Gentlemen:

We have audited the accompanying financial statements of DonutNV Franchising, Inc. which comprises the balance sheet as of December 31, 2022 and 2021, and the related statements of Income and retained earnings (deficit) and cash flows for each of the years in the three-year period ended December 31, 2022, and the related 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.

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

Auditor's 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 of 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 statements.

Drotar
FINANCIAL CONSULTANTS

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 financial statements referred to above present fairly, in all material respects, the financial position of DonutNV Franchising, Inc.as of December 31, 2022 and 2021, and the results of their operations and its cash flow for each of the years in the three-year period ended December 31, 2022, in conformity with accounting principles generally accepted in the United States of America.

Respectfully submitted,

Blase T. Drotar, Jr., CPA, CFE
Drotar Financial Consultants, LLC

Eagleville, Pennsylvania
March 12, 2023

DonutNV Franchising, Inc.
Balance Sheet
December 31, 2022 and 2021

Assets

	12/31/2022	12/31/2021 (Restated)
Current Assets		
Cash in Banks	354,897	19,456
Accounts receivable	83,853	3,750
Prepaid commissions	2,084,578	14,923
Prepaid other expenses	22,526	0
Due from affiliated companies	12,631	0
Inventory	0	3,596
	2,558,485	41,725
Total Assets	2,558,485	41,725

Liabilities and Stockholders' Equity

Current Liabilities		
Accounts payable	5,967	0
Brand fund payable	6,418	0
Sales tax payable	0	45
Loan - stockholder	4,996	0
Accrued expenses (Restated)	119,993	20,908
Deferred revenue	2,659,162	16,343
	2,796,536	37,296
Stockholders' Equity		
Common Stock	1,000	1,000
Additional paid in capital	24,951	24,951
Retained Earnings (Deficit)	(264,002)	(21,522)
	(238,051)	4,429
Total Liabilities and Stockholders' Equity	2,558,485	41,725

See Accountant's Audit Report.
The Accompanying Notes are an integral part of these financial statements.

DonutNV Franchising, Inc.
Statements of Income (Loss) and Changes in Retained Earnings (Deficit)
For the years ended December 31, 2022, 2021 and 2020

	12/31/2022	12/31/2021 (Restated)	12/31/2020
Income			
Franchise fees - initial	130,957	41,286	10,000
Franchise fees - recurring	68,533	3,600	4,690
Product sales	8,499	11,292	1,962
Marketing and technology fees	22,528	645	215
	230,517	56,823	16,867
Operating expenses			
Advertising and marketing	30,432	8,685	0
Automobile	9,169	260	0
Bank charges	1,452	117	96
Brand fund	14,868	0	0
Business gifts	2,118	0	0
Commissions	17,931	1,077	0
Computer and software charges	32,891	1,240	120
Donations	25	0	0
Dues and subcriptions	17,400	0	0
Fees	179	0	60
Franchise development	100,465	40,903	0
Insurance	7,526	0	0
Insurance - Workers Comp	274	0	0
Interest	0	1,807	0
Legal and professional	83,569	4,281	525
Maintenance and repairs	13,665	0	0
Meals and entertainment	17,515	1,444	0
Merchant fees	4,525	0	0
Office expense	6,183	2,155	0
Payroll	32,465	0	0
Payroll taxes	3,238	0	0
Purchases	40,392	5,669	15,320
Rent	15,975	265	0
Shipping and freight	2,983	8,567	459
Travel	2,665	0	0
Uniforms	106	0	0
Utilities	14,986	1,591	0
	472,997	78,061	16,580
Net income (loss) for the period	(242,480)	(21,238)	287
Retained earnings (Deficit) - Beginning	(21,522)	(284)	(571)
Retained earnings (Deficit) - Ending	(234,002)	(21,522)	(284)

See Accountant's Audit Report.
The Accompanying Notes are an integral part of these financial statements.

DonutNV Franchsing, Inc.
Statement of Cash Flows
For the years ended December 31, 2022, 2021 and 2020

	12/31/2022	12/31/2021 (Restated)
Cash Flow from Operating Activities:		
Net Income (loss) for the period	(242,480)	(21,238)
Decrease (Increase) in Inventory	3,596	1,253
Decrease (Increase) in prepayments	(2,092,181)	(14,923)
Decrease (Increase) in Receivables	(80,103)	(3,750)
Decrease (Increase) in affiliated companies	(12,631)	0
(Decrease) Increase in Payables	12,340	45
(Decrease) Increase in Accrued expenses	99,085	20,908
(Decrease) Increase in Deferred revenue	2,642,819	16,343
Net Cash Flows (Used In) Provided by Operating Activities	330,445	(1,362)
Cash Flows from Investing Activities:		
Stockholders additions	4,996	0
Net Increase in Cash and Cash Equivalents	335,441	(1,362)
Cash & Cash Equivalents, Beginning	19,456	20,818
Cash & Cash Equivalents, Ending	354,897	19,456

See Accountant's Audit Report.
The Accompanying Notes are an integral part of these financial statements.

DonutNV Franchising, Inc.
Notes to the Financial Statements
December 31, 2022

Note A: Summary of Significant Accounting Policies

DonutNV Franchising, Inc. was incorporated under the laws of the State of Pennsylvania on February 25, 2018. The Company was created to supply and service franchised companies in the quick food service industry.

A summary of the significant accounting policies used in the preparation of the accompanying financial statements follow:

1. Method of Accounting

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America using the accrual method of accounting. This means that income is recognized when invoiced and earned and expenses are recognized when incurred.

2. Operating Cycle

Assets and liabilities related to operations are included in current assets and current liabilities in the accompanying balance sheet, as they will be liquidated in the normal course of operations, although this may require more than one year.

3. Property and Equipment

Property and equipment, when purchased, will be carried at cost and will be depreciated using straight line depreciation method. Rates are based on the estimated useful lives of the assets.

4. Income taxes

The Company has elected to be taxed as an "S" Corporation for federal and state reporting purposes. Income and expenses are reported on the cash basis for tax purposes. This means that all income is reported when received and expenses are reported when paid. The Company has petitioned the Internal Revenue Service to report taxable results on the accrual basis. This means that all income is reported when earned and expenses are reported when incurred. At this time, no provision for income taxes is recorded at the corporate level.

Note A: Summary of Significant Accounting Policies (Continued)

5. Use of Estimates

The Company use of estimates in preparing the financial statements is limited to application to the collectibility of accounts receivables and the depreciation of fixed assets. All estimates were reviewed and deemed to be applied correctly and accurately.

6. Revenue Recognition

The Company derives its revenues from franchise fees, marketing fees and product sales.

Franchise fees
Contract consideration from franchisees primarily consist of initial or renewal franchise fees, product sales and sales-based marketing fees. The initial franchise fees are nonrefundable and collected when the underlying franchise agreement is signed by the franchisee. Sales based marketing fees are paid weekly and product sales are recognized when ownership is transferred to the franchisees.

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

Note A: Summary of Significant Accounting Policies (Continued)

Revenue Recognition (Continued)

The Company estimates the stand-alone selling price of training services that are not brand specific using an adjusted market assessment approach. The Company first allocates the initial franchise fees and the fixed consideration, under the franchise agreement to the stand-alone selling price of the training services that are not brand specific and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to training services that are not brand specific are recognized ratably as the training services are rendered.

Initial and renewal franchise fees allocated to the right to access the Company's intellectual property is recognized as revenue on a straight-line basis over the term of the respective franchise agreement.

All other fees are recognized as services are rendered.

Marketing fees
Marketing fees are based on a percentage of the sales generated by the franchised locations. The performance obligation related to marketing fees is considered complete upon the sale of food and beverages. Therefore, marketing revenues are recognized in the same period the sales are generated, which approximates the date the marketing fee is paid to the Company.

Subsequent Events
Subsequent events have been evaluated through March 12, 2023, which is the date the financial statements were issued.

Note B: Commitments and Contingencies

The Company currently is not involved in any litigation that would merit an accrual or any other form of reserve to be set up on the accompanying financial statements.

Note C: Revenues and related contract Balances

In May 2014, FASB issued Topic 606, with several clarifying updates issued subsequently. In conjunction with Topic 606, a new subtopic, ASC 340-40, Other Assets and Deferred Costs – Contracts with Customers, was also issued. The updated standard replaces most existing revenue recognition and certain cost standards under U.S. GAAP, including industry-specific standards. Collectively,

Note C: Revenues and related contract Balances (Continued)

Topic 606 and Subtopic 340-40 are referred to as "ASC 606." ASC 606 requires an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services.

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

Revenues by timing of recognition were as follows:

	2022	2021	2020
Point in time:			
Franchise fees	$ 68,533	$ 3,600	$ 4,690
Franchisee product sales	8,499	11,292	1,962
Franchisee marketing fees	22,528	645	215
Total	$ 99,560	$ 15,537	$ 6,867
Over time:			
Franchise fees and royalties	$ 130,957	$ 41,286	$ 10,000

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

	2022	2021
Deferred franchise revenues at beginning of year	$ 16,343	$ 00
Additions for initial franchise fees received	2,773,776	57,629
Revenue recognized during the year	(130,957)	(41,286)
Deferred franchise revenues at end of year	$ 2,659,162	$ 16,343

Note C: Revenues and related contract Balances (Continued)

Deferred franchise fees are expected to be recognized as revenue over the remaining term of the associated franchise agreement as follows:

Year ending December 31:		Amount
2023	$	532,136
2024		238,403
2025		238,403
2026		238,403
2027		238,403
2028		238,403
2029		238,403
2030		238,403
2031		237,835
2032		220,370
Total	$	2,659,162

The direct and incremental costs, consisting of commissions, are included in "Prepaid commissions" in the accompanying balance sheets. The direct and incremental costs expected to be recognized over the remaining term of the associated franchise agreements at December 31, 2022, are as follows:

Year ending December 31:		Amount
2023	$	210,842
2024		210,842
2025		210,842
2026		210,453
2027		209,859
2028		209,859
2029		209,859
2030		209,859
2031		209,253
2032		192,910
Total	$	2,084,578

Note D: Restatement of 2021 Financial Statements

Subsequent to the issuance of the financial statements, it was noted that there was an error made to the accrual account when converting the books from the tax reporting basis (cash) to the reporting basis (accrual). Upon discussions with management and the Board of Directors, it was determined that this correction would have to reflected in the restatement of the income statement for the year ended December 31, 2021. This misstatement has no effect on the operating results for the year ended December 31, 2022.

The effect on the financial statements for 2021 was $ 20,908.

EXHIBIT E

OPERATIONS MANUAL TABLE OF CONTENTS

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* Our manual is digital; page counts are approximate.

EXHIBIT F

CURRENT AND FORMER FRANCHISEES

Current Franchisees

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

State	Name	Franchisee Address	Phone
Alabama	Ronny Goshorn, Robin Goshorn	290 Cool Springs Rd, Lexington, AL 35648	720-979-7812
Alabama	Kayla Alford, Doies Lee Alford III	315 J Tucker Road, Gadsden, AL 35904	256-490-6782
Alabama	Andrea Bailey, Heath Bailey	520 Concord Drive, Fairhope, AL 36532	317-869-6940
Arizona	Malcolm Toussaint	7227 North 16th St, Suite 104, Phoenix, AZ 85020	480-648-0212
Arizona	Lisa Raines, Kenneth Raines	18481 West Montecito Avenue, Goodyear, AZ 85395	760-801-5494
Arizona	Riley Larsen, Gabrial Granata, Thomas Bowcut	16029 S 7th Drive, Phoenix, AZ 85045	617-455-5614
Arkansas	Rosa Bowles, Bret Bowles	3008 Orchard Lake Cove, Jacksonville, AK 72076	661-400-6202
Arkansas	Justin Rue	711 Sedgefield Drive, Bryant, AK 72022	501-442-603
Colorado	Matt Furman	2570 Brenton Dr, Colorado Springs, CO 80918	719-231-6048
Colorado	Chrystal Bell, Jeremy Bell	5210 Kempton Drive, Windsor, CO 80550	508-713-5895
Colorado	Michael Miller*	83 Fairway Ln, Littleton, CO 80123	720-341-9345
Delaware	Bradford Sutliffe, Kristi Sutliffe*	651 N Broad St. Suite 201, Middletown, DE 19709	301-717-2184
Delaware	Megan Hurst*	2511 Marsh Rd, Wilmington, DE 19810	302-824-2356
Florida	Michael Ryan, Elaine Ryan	131 Colvard Farms Ln, Mooresville, NC 28117	704-956-7059
Florida	Dimitrios Panagiotopoulos	2710 Kenilworth Blvd, Sebring, FL 33870	863-414-6275
Florida	Kristen Desena, Kevin Burgess	34023 Soaring Bamboo Path, Wesley Chapel, FL 33543	856-357-0163
Florida	James Mazurek, Ludmilla Mazurek*	13364 Stoddart Avenue, Orlando, FL 32827	321-455-5105
Florida	Eric Koroknay, Brooke Koroknay	10443 96th Street North, Largo, FL 33773	727-214-7325
Florida	Kathleen Mallegol, Dan Mallegol	364 Sagewood Dr, Port Orange, FL 32127	919-576-4588
Florida	Michael Malagon, Haylee Malagon*	3589 E Hampton Cir, Alva FL 33920	239-810-1227
Florida	Ana Markovic, Nenad Markovic	612 Cagan View Rd, Clermont, FL 34714	352-404-8408
Florida	Steven Way, Deena Way	10818 Southwest Vasari Way, Port Saint Lucie, FL 34987	772-882-8281
Florida	Keoni McMahon, Tsengelmaa McMahon*	1485 Dalbora Rd, Merritt Island, FL 32953	503-888-7804
Florida	Matthew Rumbel	305 Tennyson Rd, Winter Haven, FL 33884	813-210-0532
Florida	Joseph Groves, Maria Groves	2265 South West 15th Court, Fort Lauderdale, FL 33312	469-600-7667
Florida	Emily Baker, Heather Murphy*	2850 Tunnel Mill Road, Webster City, IO 50595	515-835-2585
Florida	Philip Black, Marleta Black	2618 West Grand Reserve Circle #628, Clearwater, FL 33759	765-621-2032
Florida	Philip Legget	1025 Keymar Dr. Apartment 409, Davenport, FL 33897	863-660-4650
Florida	Brian Humphrey	7005 Mainland Avenue, Apollo Beach, FL 33572	908-432-2923
Florida	Kimberly McNeal, John McNeal*	5009 Southwest 170th Street, Archer, FL 32618	352-281-8559
Florida	Kelly Toma	5076 Hawks Hammock Way, Sanford, FL 32771	407-221-7541

State	Name	Franchisee Address	Phone
Georgia	Shashee Patel, Alpa Patel	1075 Lullwater Cir. Mcdonough, GA 30253	229-854-0710
Georgia	Diane Miller	804 Rum Hill Court, Stockbridge, GA 30281	770-367-7961
Georgia	Suzanne DuBois	2910 Dowell Farm Terrace SW, Marietta, GA 30064	719-646-9098
Georgia	Leonte Leonta, Jr. & Charles Williams	41 Marietta St, Box 183, Atlanta, GA 30301	619-244-3051
Georgia	Matthew Johns	1301 Clint Court, Bogart, GA 30622	912-656-0097
Georgia	Fernando Borchardt	5960 Olde Atlanta Parkway, Suwanee, GA 30024	619-928-7034
Georgia	Ana Machovec, Ken Machovec	4890 Savannah Run, Cumming, GA 30040	336-708-0104
Georgia	Joseph Sapp	63 North Houston Street, Hawkinsville, GA 31036	229-315-9291
Indiana	Jason Puetz, Christine Puetz	18697 Round Lake Rd, Noblesville, IN 46060	843-819-3765
Indiana	Rebecca R. Pyles	2323 Allen St, Madison, IN 47250	314-795-3694
Indiana	Edward J. Wogoman	1914 Mayfield Dr, Goshen, IN 46526	574-361-3200
Indiana	Elizabeth Lamb, Jared Lamb	2315 Saint John Road, Schererville, IN 46375	219-613-0017
Indiana	Michael Kurz, Paige Kurz	142 Regatta Court, Valparaiso, IN 46385	219-916-3579
Kentucky	Timothy Raque, Kristina Raque	517 Woodlake Dr, Louisville, KY 40245	269-397-0717
Massachusetts	Jeff Bruce	75 Flagler Dr, Holden, MA 01520	508-713-5895
Massachusetts	Sean Chenevert	24 Beverly Hills Dr, Shrewsbury, MA 01545	774-249-0297
Michigan	Donnell Johnson, Jennifer Johnson	2495 Canyon Ridge Dr, Whitelake, MI 48383	248-904-9960
Minnesota	Burgundi Hebert, Darrin Hebert	10412 Oregon Avenue North, Brooklyn Park, MN 55445	612-812-4011
Mississippi	Kable Wedgeworth	2855-b Oak Grove Rd Hattisburg, MS 39402	601-270-7377
Missouri	James Cook, Cynthia Cook	1713 Ridgewood Cr, Neosho, MO 64850	417-592-8078
Missouri	Brian DeMoss, Michele DeMoss	22715 Shadow Ridge Dr, Peculiar, MO 64078	816-703-8459
Nebraska	Jacob Hamburger, Jennifer Cain	16426 Virginia St, Omaha, NE 68136	402-984-3688
Nebraska	Michaela Thompson, Zachary Thompson	53492 822 ½ Road, Newman Grove, NE 68758	402-992-2446
Nevada	Nicole Poretto-Bacon, Scott Bacon*	2374 Radio City St, Las Vegas, NV 89135	702-371-7015
New Jersey	Charles Berdinis, Ruth Berdinis*	416 Glenn Ave, Egg Harbor Township, NJ 08234	716-572-5958
New Jersey	Sean Callahan	84 Hill Court, Pompton Lakes, NJ 07442	973-930-6200
New Jersey	Earnest Neal	75 Alpine Street, Unit B, Garfield, NJ 07026	301-502-3687
New York	Melissa Stein	87 Eaton Ln, West Islip, NY 11795	631-327-4510
New York	Michael Gutradt	73 Martin Rd North, Bethpage, NY 11714	646-248-3344
North Carolina	Angelica Arnaldy	63 Relaxing Place, Fuquay Varina, NC 27526	984-900-1385
North Carolina	Manuel Kizzie	11503 Allen A Brown Rd, Charlotte, NC 28269	980-766-0876
North Carolina	Christopher Doran	135 Lonetree Circle, Advance, NC 27006	848-565-0281
North Carolina	Amy Mangis	635 Laveen Way, Wilmington, NC 28412	603-770-8448
North Carolina	Jessica Buccola, Nickolas Buccola*	5509 Old Town Lane, Gastonia, NC 28056	303-748-1470
North Carolina	Joshua Lewis*	2892 Kamerin Street, Randleman, NC 27317	336-953-1540
Ohio	Andrew Wobser	216 Sunny Acres Dr, Cincinnati, OH 45255	513-368-4032
Ohio	Khaled Sharabi	37375 Yellow Beak Lane, North Ridgeville, OH 44039	440-799-9483
Oklahoma	Eric Williams	4113 Green Oaks Way, Edmond, OK 73034	405-209-4500
Pennsylvania	Ronald Reaman	1600 Lehigh Parkway East, Allentown, PA 18103	412-848-1363
Pennsylvania	Kevin Frymyer, Joyce Frymyer	318 S. Oak St, Ephrata, PA 17522	717-951-6693
Pennsylvania	Katie Pursel, Jason Farrell	102 Chase Hollow Dr, Nazareth, PA 18064	610-533-3210

State	Name	Franchisee Address	Phone
Pennsylvania	Cody Hannum, Jimi Lea Hannum	1005 Mitchell Dr, McKees Rocks, PA 15136	254-715-9137
Pennsylvania	Christopher Jones, Kathleen Jones	1018 Faulkner Way, Greenburg, PA 15601	724-787-6136
Pennsylvania	Paul Peterson	2077 Doral Drive, Harrisburg, PA 17112	717-951-1970
Pennsylvania	Matthew Feleppa, Brooke Feleppa	21155 Serenity Drive, Meadville, PA 16335	814-282-6288
South Carolina	Brittany Bolle, Jason Gabrels	509 Water Gap Dr, Pelzer, SC 29669	616-560-1358
South Carolina	Jason Wells, Mallory Outlaw	117 Pine Eagle Drive, Rock Hill, SC 29732	803-962-8886
Tennessee	Terry Lunsford, Aleshia Lunsford	2104 Collins St, Morristown, TN 37814	423-231-1008
Tennessee	Shawn Lipinski*	3501 Courtney Ln, Murfreesboro, TN 37129	615-979-1707
Tennessee	Steven Ray, Duana Ray	2744 Valley Creek Rd, Culleoka, TN 38451	931-446-3689
Tennessee	Chad Day, Bonny Day	1132 Heathwood West Dr, Cookeville, TN 38506	701-205-9930
Tennessee	Andrew Welker	7224 McCormick Lane, Fairview, TN 37062	901-482-9303
Tennessee	Henry Heyl, Sean Heyl	5227 Auckland Drive, Sugar Land, TX 77498	409-658-3509
Tennessee	Devaundre Whitson, Jasmin Whitson	3795 Pin Hook Road, Antioch, TN 37013	615-483-6813
Tennessee	Dana Woods	560 Weizman Street, Memphis, TN 38117	901-570-0088
Texas	Nicholas Fleming, Liz Fleming*	105 Sandstone Bend Ln, Dickinson, TX 77539	832-919-0099
Texas	Matthew Hughey, Tanya Hughey*	110 Wild Pecan Loop, Buda, TX 78610	817-308-0421
Texas	Darrell Marriott, Jennifer Marriott*	3658 Snow Creek Dr, Aledo TX 76008	817-723-4771
Texas	Nicholas Rogers, Jenni Rogers*	9305 Sunrise Rd, Ponder, TX 76259	214-724-9656
Texas	Karly Thompson, Malcolm Thompson III	3312 Linkwood, The Colony, Texas 75056	940-600-8029
Texas	Eric Hanson, Angela Hanson	24922 Auburn Bend Dr, Spring, TX 77389	281-889-1799
Texas	Pedro Gallardo*	2000 Westvalley Pl, Round Rock, Texas 78665	512-579-6424
Texas	Cristian Leonardo Aliaga Sandoval, Yaneth Claudia Illanes Penaloza	25619 Pipestone Glen Ln, Katy, TX 77494	346-754-8200
Texas	James Crawford, Estela Crawford	820 San Saba East, Midlothian, TX 76065	903-720-5742
Texas	Michael Sadler*	1314 Caywood Ln, Houston, TX 77055	832-866-2947
Texas	James Grant, Jamie Grant	1 Brandywine Court, Amarillo, TX 79119	806-678-3623
Texas	Ramiro Segovia	1905 Miller Ave, Mission, TX 78572	956-212-3103
Texas	Billy Lee*	16800 Ruggio Rd, Pflugerville TX 78660	972-672-1792
Texas	Barbara Cahill, Edward Cahill	1680 Cascades Court, Prosper, TX 75078	631-578-4401
Texas	Irving Rangel	11614 Tribute Oaks, San Antonio, TX 78254	610-698-2039
Texas	Christian Garza, Juanita Garza	2448 Lakewood Drive, Grand Prairie, TX 75054	214-335-5027
Texas	Rosaly Rosario-Lasalle, Tony Lasalle	5823 Majestic Harbor Lane, Porter, TX 77365 321 Kingswood Drive, Kingwood, TX 77339	832-990-0945
Texas	Zemora Callis*	12110 Upton Park, San Antonio, TX 78253	210-273-9121
Texas	Anne Savery, Shane Savery	2021 Churchill Downs Lane, Trophy Club, TX 76262	206-852-2739
Texas	Kristi Jurecka, Dale Jurecka	3267 Bee Caves Road, Suite 107-268, Austin, TX 78746	512-761-5583
Texas	Jose Perez, Tonia Perez*	8601 Stoneview Drive, Frisco, TX 75034	
Texas	Chad Joiner, Macie Joiner	1309 Chartres Street, Kaufman, TX 75142	469-552-3211
Texas	Shawn Pearson	7391 Sevier Wells Road, Frisco, TX 75036	508-353-4895
Utah	Anthony White, Holly White	3241 East Maple Mountain Dr, St. George, UT 84790	435-669-8934
Utah	Tom Bowcut, Gabe Granata*	1317 S Alpine Dr, Saratoga Springs, UT 84045	617-455-5614
Virginia	Chad Flaugh, Esther Flaugh	3100 Ripley St, Chesapeake, VA 23323	601-799-6755

State	Name	Franchisee Address	Phone
Virginia	Pravesh Mallik	2801 Park Center Dr. A1504, Alexandria, VA 22302	703-349-4499
Wisconsin	Scott Schulick, Lisa Becker	1155 Church Street, Elm Grove, WI 53122	414-405-8021
Wisconsin	Caleb Maier, Samatha Maier*	850 VFW Dr, Prairie du Sac, WI 53578	608-335-9465

* Indicates this Franchisee owns and operates multiple outlets.

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

State	Name	# Territories Sold	Owner's Address	Phone
Alabama	Jessica Cambron	1	97 Leopard Lane, Trussville, AL 35173	659-215-7999
Indiana	Tamara Hoffa-Hermesch, Tony W. Hermesch	1	9168 New Harmony Road, Martinsville, IN 56151	317-443-0309
Kentucky	Michael Daniels, Kayla Daniels & Joseph Rogers III	1	2020 Hidden Falls Trail Richmond, KY 40475	859-648-9488
North Carolina	Sylvia Steinheiser, Nicole Steinheiser*	2	5630 Cashion Drive, Huntersville, NC 28078	214-385-5219
Ohio	Robert Derderian	1	3574 Melrose Drive N9, Wooster, OH 44691	508-277-0920

Former Franchisees

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

State	Name	Franchisee Address	Phone
Arizona	Douglas Pillsbury	41103 North Prosperity Way, Anthem, AZ 85086	623-670-2000
Connecticut	Jane Zeitz, Michael Zeitz	38 Casey Lane, Ridgefield, CT 06877	203-984-7759
Florida	Patricia Aviles, Luis Aviles	9195 Chandler Drive, Groveland, PA 34736	407-868-1425
Florida	Asher Rudolph	8029 Clementine Lane, Tampa, FL 33625	832-5030706
Florida	Kristen Gugliotta, Corrado Gugliotta	2735 Cassia Lane, Jacksonville, FL 32246	201-259-9656
Florida	Dana Owens, John Owens	2701 Northeast 70th Street, Ocala, FL 34479	336-451-3056
Florida	Ronald Smith	26 Siena Gardens Circle, Gotha, FL 34734	407-451-5243
Florida	Darlene Ortega*	10219 Amazing Grace Ave, Riverview, FL 33578	973-856-2729
Florida	Michael Flowers	220 Mill Creek Drive, Panama City, FL 32409	850-757-8528
Georgia	Marshall Moore, Elizabeth Moore	4137 Barberry Dr. NE, Roswell GA 30075	770-758-8447
Georgia	Mary Ann Huffman	211 Ferry Landing Road, Cordele, GA 31015	317-590-6301
Georgia	Lee Alcorn	3016 Eagle Watch Drive, Woodstock GA 30189	404-805-1514
Georgia	Marc Schnobrich	3 Cedar Court, Hilton Head Island, SC 29926	843-384-0128
Kansas	Sean Trumbly	11382 South Longview Road, Olathe, KS 66061	925-989-1556

Minnesota	Andrew Nessler, Christine Nessler	1106 Lor Ray Drive, North Mankato, MN 56003	507-340-9199
North Carolina	Edward Nassif, Elizabeth Nassif	180 Tom Sawyer Lane, Mount Holly, NC 28120	832-990-0945
Tennessee	James Henry	115 Twin Cedars Road, Rock Spring GA 30739	706-260-0295
Texas	Mohammed Merchant	4494 Hartebeest Trail, Frisco, TX 75034	214-995-7161
Texas	Stacy Larson, Johnathan Larson	2821 Berry Way, Schertz, TX 78154	830-590-0848
Texas	Matthew Miller, Rebecca Miller	3625 Cascades Drive, McKinney, TX 75070	972-640-6484
Texas	Christopher Bruckler, Stacey Bruckler	3040 County Road 202, Burnet, TX 78611	407-702-5184
Virginia	James Russo	13624 Grove Pond Drive, Midlothian, VA 23114	201-788-1688

* Indicates this Former Franchisee owned and operated multiple outlets.

EXHIBIT G

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

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

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

OUR WEBSITE https://donutnvfranchise.com HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA.

REGISTRATION OF THIS FRANCHISE OFFERING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION.

ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES – ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON AND WISCONSIN AT RISK IF YOUR FRANCHISE FAILS.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

   Neither franchisor nor any person or franchise broker in Item 2 of this 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. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

2. The following paragraph is added to the end of Item 6 of the Disclosure Document:

   With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

3. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

   The Franchise Agreement requires franchisee 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 a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

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.

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.).

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.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Orlando, Florida, with the costs being borne equally by Franchisor and Franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise. See NASAA STATEMENT OF POLICY REGARDING THE USE OF FRANCHISE QUESTIONNAIRES AND ACKNOWLEDGMENTS. https://www.nasaa.org/wp-content/uploads/2022/11/sop-franchise-questionnaires.pdf.

California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows:

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

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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

Registered agent in the state authorized to receive service of process:

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective or an offering circular is on file in the following states: _____

2. A proposed registration or filing is or will be shortly on file in the following states: _____

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

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

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

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Illinois only, this Disclosure Document is amended as follows:

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.

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

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 17:

> The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.
>
> The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.
>
> No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

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

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF

COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows:

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, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending

action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

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

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

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

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

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

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

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

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**": The foregoing choice of law should not be

considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

7. Waiver of Exemplary & Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney’s fees.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows:

Item 17, summary columns for (v) and (w) are amended to add the following:

> Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statement is added to the page titled "Special Risks to Consider About This Franchise":

> **2. Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item21), calls into question the franchisor's financial ability to provide services and support to you.

The following statement is added to Item 5:

> 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 we have completed our pre-opening obligations under the franchise agreement.

The following statements are added to Item 17(h):

> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do 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.
>
> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

> Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

(See Exhibit H for Washington Addendum to Disclosure Document and Rider to Franchise Agreement)

EXHIBIT H

STATE ADDENDA TO FRANCHISE AGREEMENT

ILLINOIS RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between DonutNV Franchising, Inc., a Florida corporation ("DonutNV Franchising") and _____, a _____ _____ ("Franchisee").

1. Governing Law. Illinois law governs the Agreement.

2. Waivers Void. In conformance with Section 41 of the Illinois Franchise Disclosure Act, notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

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

4. Termination/Non-Renewal. Franchisee's rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	DONUTNV FRANCHISING, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

INDIANA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between DonutNV Franchising, Inc., a Florida corporation ("DonutNV Franchising") and _____, a _____ _____ ("Franchisee").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	DONUTNV FRANCHISING, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MARYLAND RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between DonutNV Franchising, Inc., a Florida corporation ("DonutNV Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Maryland Franchise Registration and Disclosure Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. Releases, Estoppels and Waivers of Liability. 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. The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

4. Statute of Limitations. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

5. Jurisdiction. Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction in the State of Maryland.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	DONUTNV FRANCHISING, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MINNESOTA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between DonutNV Franchising, Inc., a Florida corporation ("DonutNV Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state "No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues."

- No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the

inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	DONUTNV FRANCHISING, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NEW YORK RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between DonutNV Franchising, Inc., a Florida corporation ("DonutNV Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Waivers Not Required. Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve DonutNV Franchising or any other person from any duty or liability imposed by New York General Business Law, Article 33 (the "New York Franchise Law").

3 Waivers of New York Law Deleted. Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by DonutNV Franchising with any provision of the New York Franchise Law, or any rule promulgated thereunder, is hereby deleted.

4. Governing Law. Notwithstanding any provision of the Agreement to the contrary, the New York Franchise Law shall govern any claim arising under that law.

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

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	DONUTNV FRANCHISING, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NORTH DAKOTA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between DonutNV Franchising, Inc., a Florida corporation ("DonutNV Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Amendments. The Agreement (and any Guaranty Agreement) is amended to comply with the following:

(1) Restrictive Covenants: Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.

(2) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee's business.

(3) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.

(4) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.

(5) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.

(6) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.

(7) Waiver of Exemplary & Punitive Damages: The parties do not waive exemplary and punitive damages.

(8) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.

(9) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(10) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

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

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	DONUTNV FRANCHISING, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

RHODE ISLAND RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between DonutNV Franchising, Inc., a Florida corporation ("DonutNV Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Jurisdiction and Venue. Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

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

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	DONUTNV FRANCHISING, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

VIRGINIA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between DonutNV Franchising, Inc., a Florida corporation ("DonutNV Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

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

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

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	DONUTNV FRANCHISING, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT AND RIDER TO FRANCHISE AGREEMENT

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.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	DONUTNV FRANCHISING, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT I

FORM OF GENERAL RELEASE

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

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of DonutNV Franchising, Inc., a Florida corporation ("DonutNV Franchising").

Background Statement: [*describe circumstances of Release*]

Releasor agrees as follows:

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

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

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

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

5. State Addenda.

[Maryland Residents]: This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[Washington Residents]: 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 franchise agreement is in effect and where the parties are represented by independent counsel.

Agreed to by:

_____

Name: _____

Date: _____

EXHIBIT J

MOBILE UNIT PACKAGE

Interactive Mobile Unit Package

(2) DonutNV Mini Donut Machines

(1) KitchenAid Mixer

(1) Automatic Juicer

(1) Refrigerated Beverage Dispenser

(2) Coffee Urns (small & large)

(2) Fire Extinguishers

(1) Gasoline Generator (vehicle trailer mobile unit only)

(1) Integrated Battery Power System (food truck mobile unit only)

(1) Point of Sale System

Miscellaneous Utensils, Small Wares & Containers

Assorted Sugars, Syrups & Toppings

DonutNV Donut Mix

Promotional Package

Employee Uniform Package

EXHIBIT K-1

FORM OF PURCHASE AND SALE AGREEMENT FOR MOBILE KITCHEN

(VEHICLE TRAILER)

PURCHASE AND SALE AGREEMENT FOR MOBILE KITCHEN BETWEEN KEYSTONE MANUFACTURING, LLC

AND

(Franchisee)

THIS PURCHASE AND SALE ("AGREEMENT") is entered into as of _____ by and between (Franchisee) (hereinafter "Buyer"), a business entity with an address of (Franchisee address) and KEYSTONE MANUFACTURING, LLC (hereinafter "Company", "we," "us," or "our"), a Georgia limited liability company with an address of 804 W Mitchell St., Adel, GA 31620.

In consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed and covenanted by and between the parties to this Agreement, as follows:

1. You agree to purchase the Mobile Kitchen described in your Mobile Kitchen Configuration from the Company set forth on Schedule I attached hereto, pursuant to the terms and conditions of this Agreement. Your Mobile Kitchen is priced and configured based on features and options available at the time of order, as described in Exhibit A hereto and incorporated herein. Mobile Kitchen shall be picked up by Buyer in Adel, Georgia, with all payments due to Company as outlined in this Agreement.

A. Description of Vehicles: The following is a description of the vehicle that Company agrees to provide under the terms of this Agreement.

(i) 8.5ft x 14ft Trailer

(ii) DonutNV equipment package

(iii) VIN: to be assigned

(iv) Special Features: stabilizing jacks, spare tire.

B. Description of Equipment. Equipment designation, item, and quantity are fully described on Exhibit A and incorporated herein.

2. Purchase Price. Buyer shall pay to Company for the Mobile Kitchen and for all obligations specified herein, as full and complete consideration therefore:

Trailer Package Price: $114,650.00 each

State Specific Upfit Fee: TBD (As of date of invoice, pending local health & code requirements)

Sales Tax: Buyer responsible for remitting to state of registration

Total: $114,650.00 each[1]

hereinafter “Purchase Price”.

3. Payment. Payment of the Purchase Price shall be made by Buyer to Company in accordance with the following schedule:

A. Fifty Percent (50%) of the Purchase Price by wire transfer in U.S. Dollars, immediately upon execution of this Agreement, your “Order Payment”; and

B. Fifty Percent (50%) of the Purchase Price by wire transfer in U.S. Dollars, one week prior to pickup of Mobile Kitchen. At the time of pickup, the Buyer will receive the title to the trailer so that the Buyer can register the vehicle with the Department of Motor Vehicles.

4. Mobile Kitchen Layout. At no additional expense to Buyer, Company shall furnish Buyer with a layout description of the Equipment placement within the Mobile Kitchen. The layout description shall include, but not be limited to, power, air conditioning, operational considerations, weight and weight distribution limitations with respect to the vehicle, and Equipment.

5. Delivery. The estimated build time and delivery of your Mobile Kitchen is ninety (90) to one hundred twenty (120) days from receipt of the Buyer’s Order Payment. Mobile kitchen will be considered complete when Buyer is notified by Company that the Mobile Kitchen is ready for Buyer’s inspection. If at time of such inspection, Buyer makes any modifications or changes, the time Company spends accommodating such modification or change will not constitute a default under this Agreement. Buyer must appear at Company’s designated location during normal business hours on the delivery date to accept possession and remove the Mobile Kitchen from the Company’s designated location. The estimated delivery date of your Mobile Kitchen indicated in this Agreement is an estimate only and is not a guarantee of when your Mobile Kitchen will actually be delivered. Company shall not be liable for failure to deliver or delay in delivery of Mobile Kitchen where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of the Company, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the control of the Company.

6. Conveyance of Title. Company shall provide documents necessary to convey title to Buyer upon delivery of Mobile Kitchen. It is the Buyer’s responsibility to facilitate title transfer and registration of the Mobile Kitchen in accordance with its state’s motor vehicle registration regulations.

[1] Note to Draft: This $ amount will need to be updated to also include the state specific upfit fee. Can this be determined at the time each agreement is signed?

7. Warranties.

A. The Company warrants to Buyer for a period of 1 year, commencing from the date the Mobile Kitchen is furnished to Buyer (the "Warranty Period"), that the Mobile Kitchen shall be free from material defects in materials and workmanship. This warranty is non-transferable and applies solely to Buyer.

B. **EXCEPT FOR THE WARRANTY SET FORTH IN PARAGRAPH 7.A, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE MOBILE KITCHEN, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

C. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Mobile Kitchen. Third-Party Products are not covered by the warranty in paragraph 7.A; provided that the Company shall use commercially reasonable efforts to assign the warranties on any Third-Party Product to Buyer. For the avoidance of doubt, **THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

D. The Company shall not be liable for a breach of the warranty set forth in paragraph 7.A unless: (i) Buyer gives written notice of the defect, reasonably described, to the Company within fifteen (15) days of the time when Buyer discovers or ought to have discovered the defect; (ii) the Company is given a reasonable opportunity after receiving the notice to examine the Mobile Kitchen and Buyer (if requested to do so by the Company) returns the Mobile Kitchen to the Company's place of business at the Company's cost for the examination to take place there (or a qualified repair shop); and (iii) the Company reasonably verifies Buyer's claim that the Mobile Kitchen is defective.

E. The Company shall not be liable for a breach of the warranty set forth in paragraph 7.A if: (i) Buyer makes any further use of the Mobile Kitchen after giving notice to the Company of any defect; (ii) the defect arises because Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Mobile Kitchen; or (iii) Buyer alters or repairs the Mobile Kitchen without the prior written consent of the Company. Furthermore, damages caused by loose or improperly torqued lug nuts, incorrect or altered hitch balls, improper hitching, loose bolts, screws, or damages to any tow vehicle or tow vehicle wiring are not covered under the warranty in paragraph 7.A.

F. Subject to paragraphs 7.B-7.E above, the Company shall repair or replace any part deemed defective by the Company during the Warranty Period.

G. THE REMEDIES SET FORTH IN PARAGRAPH 7.F SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN PARAGRAPH 7.A.

8. Limitations of Liability

A. **IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

B. **IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY FOR THE MOBILE KITCHEN.**

9. Insurance and Registration: Buyer acknowledges that any insurance coverage, licensure, tags, or registration of the vehicle is the responsibility of the Buyer.

10. Regulations and Codes: Buyer acknowledges that, upon delivery, the Mobile Kitchen is below the maximum weight capacity as set-forth by the trailer manufacturer of the vehicle and the Equipment is loaded in accordance with best practices on weight distribution. The Buyer acknowledges that there is a possibility that the installation of any additional equipment not originally installed by the trailer manufacturer could cause the vehicle to exceed the vehicles maximum weight designation or offset the weight distribution of the vehicle. Exceeding the vehicle's maximum weight designation could cause catastrophic failure of the vehicle resulting in injury and possibly death. Further, if the Mobile Kitchen is built on a trailer platform, Buyer acknowledges that upon delivery the Mobile Kitchen's trailer's tongue weight is between 9% and 15% of the trailer's gross vehicle weight. The Company and trailer manufacturer shall not be liable or responsible for any misuse of the Mobile Kitchen, including an overweight or unbalanced condition caused by Buyer, including lack of maintenance of vehicle components including, but not limited to, brakes, wheel bearings, and tires, which may result in any injury, damages or death and by signing hereunder, Buyer releases Company and trailer manufacturer from any claims, damages, penalties or liabilities, which in any way accrue or arise after Buyer takes delivery of Equipment. Buyer further acknowledges that the Mobile Kitchen may fall under various state and federal commercial motor vehicle laws and regulations, and it is the Buyer's sole responsibility to ensure compliance with those laws and regulations.

Further, Buyer is solely responsible for the selection and proper use of the vehicle used to tow the Mobile Kitchen ("tow vehicle"). Buyer should consult with a motor vehicle manufacturer or their dealer concerning the purchase and use of suitable tow vehicles for the Mobile Kitchen. Company

disclaims any liability or damages suffered as a result of the selection, operation, use or misuse of a tow vehicle. COMPANY'S LIMITED WARRANTY DOES NOT COVER DAMAGE TO THE MOBILE KITCHEN OR THE TOW VEHICLE AS A RESULT OF THE SELECTION, OPERATION, USE OR MISUSE OF THE TOW VEHICLE.

11. Indemnification.

A. Buyer shall indemnify and hold the Company, its officers, employees, contractors, agents, and trailer manufacturer harmless from any loss, lawsuit, liability, damage, cost, and expense (including reasonable administrative and attorneys' fees) that may arise out of or result from (i) claims by third persons against the Company that the Mobile Kitchen has caused damage to property or bodily injury (including death); (ii) the acts or omissions of the Buyer, its officers, employees, contractors, agents and trailer manufacturer in connection with this Agreement that constitute gross negligence, willful misconduct or a material breach of this Agreement; (iii) any defects in Equipment supplied by the third-parties or trailer manufacturer; (iv) any violations, fines or fees in connection with local municipal or governmental requirements after the date of delivery of the Mobile Kitchen or (v) any violations, fines or fees in connection with health department violations or changes in regulations after the health inspection is completed on the Mobile Kitchen.

B. The invalidity, in whole or in part, of any of the foregoing paragraph will not affect the remainder of such paragraph.

12. Default by Buyer. Buyer acknowledges that Buyer's Mobile Kitchen is custom ordered and manufactured, and the Company incurs significant costs in starting production of such Mobile Kitchen. Buyer also acknowledges that the Company incurs significant costs for remarketing and reselling the Mobile Kitchen if Buyer defaults in this Agreement. As a result, the Order Payment is earned by the Company and non-refundable. Buyer acknowledges that the Order Payment amount is a fair and reasonable estimate of the actual damages that we have incurred or may incur, costs that are otherwise impracticable or extremely difficult to determine.

Default by Buyer in payment or performance of any material duty or obligation under this Agreement, shall constitute a breach of this Agreement. A written notice to cure may be sent to Buyer, at the sole discretion of Company, and, if the default is not cured within ten (10) days from the written notice from Company of the default, the Buyer will be deemed in default of this Agreement. In such an event, Company, at its sole option, may employ any remedy then available to it, whether at law or in equity, including, but not limited, to the following:

A. Withhold performance or further performance hereunder until all such defaults have been cured, provided, however, that Company shall continue to perform hereunder in the event of a bona fide payment dispute, which has been communicated to Company; or

B. Pursue any other rights and remedies available to Company under the laws of the State of Georgia with the prevailing party entitled to recover all costs, including attorney's fees, incurred in the enforcement of this Agreement.

13. Confidential Information. All non-public, confidential or proprietary information of the Company, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by the Company to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by the Company in writing. Upon the Company's request, Buyer shall promptly return all documents and other materials received from the Company. The Company shall be entitled to injunctive relief for any violation of this paragraph. This paragraph does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

14. General.

A. Notices. All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed duly to have been given if personally delivered to the other party or if sent by the United State Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel Service or other nationally recognized overnight carrier. All notices or communications between Buyer and Company pertaining to this Agreement shall be addressed as follows:

If to Buyer: at the address below its name on the signature page

If to Company: at the address stated in the preamble to this Agreement.

B. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall neither be considered a waiver nor deprive that party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the party to be charged therewith.

C. Modifications. No revision or modification of this Agreement shall be effective unless in writing and executed by an authorized representative of both parties.

D. Severability. If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of the remaining portions of the Agreement, and the parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.

E. Construction. This Agreement shall be governed by the laws of the State of Georgia.

F. Arbitration. Any controversy or claim between the parties (including any controversy or claim arising out of or relating to this Agreement or its formation, and including any question of arbitrability) shall be resolved by arbitration administered by the American Arbitration Association

in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The place of arbitration shall be the city and state where Company's headquarters are located. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO. IN NO EVENT WILL THE LIABILITY OF COMPANY OR ANY AFFILIATE OF COMPANY TO BUYER IN CONNECTION WITH THIS AGREEMENT EXCEED THE PURCHASE PRICE.

G. Headings. The paragraph titles of this Agreement are for conveniences only and shall not define or limit any of the provisions hereof.

H. Entire Agreement. This Agreement, the documents referenced herein and all Exhibits hereto (Exhibits A through C) are intended as the complete and exclusive statement of the Agreement between Buyer and Company with respect to the subject matter hereof, and supersede all prior agreements and negotiations related thereto.

I. Binding Effect. The provisions hereof shall be binding upon and shall inure to the benefit of Buyer and Company, their respective successors, and permitted assigns.

J. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Company. Any purported assignment or delegation in violation of this paragraph is null and void.

K. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

J. Survival. The rights and obligations of the parties set forth in this paragraph, paragraphs 9, 10, 11, 12, 13, 14.E and 14.F and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

K. Counterparts. Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission, electronic mail or other comparable means. This Agreement shall be deemed fully executed and entered into on the date of execution by the last signatory required hereby.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, (Franchisee) and KEYSTONE MANUFACTURING, LLC have signed this Agreement") as of the day and year first written above, and the person executing this Agreement") on behalf of each party represents and warrants that this Agreement") has been authorized by all necessary parties, is validly executed by an authorized officer or agent, and is binding upon and enforceable against the company in accordance with its terms.

For Buyer:

By:_____

Name:_____

Date:_____

Address:_____

_____

For Company: Keystone Manufacturing, LLC

By:_____

Name: Amanda Gingold

Date:_____

EXHIBIT A Description of Equipment

Trailer build to meet requirements for licensing in (operating city and state) in the following zip codes at the time of delivery:

In the event of any inconsistency between the terms in the main body of the Agreement and the terms in Exhibit A attached hereto, the terms in the main body of the Agreement will control.

EXHIBIT B

EXHIBIT C
FORM OF CERTIFICATE OF ACCEPTANCE

FINAL CERTIFICATE OF ACCEPTANCE FOR PURCHASE OF MOBILE KITCHEN

In compliance with the terms, conditions and provisions of the Purchase and Sale ("Agreement") dated _____ (the "("Agreement")"), by and between the undersigned (Franchisee) (the "Buyer") and KEYSTONE MANUFACTURING, LLC (the "Company"), Buyer hereby:

1. (a) certifies and warrants that the vehicle and equipment described in the above- referenced ("Agreement") (the "Mobile Kitchen") is delivered and undamaged as of the Acceptance Date, as indicated and defined below;
2. (b) accepts the Mobile Kitchen for all purposes under the ("Agreement") and all attendant documents as of _____ (the "Acceptance Date").

BUYER: _____

By: _____

Name: _____

Title: _____

Buyer's Responsibility – Insurance, Tags and Inspections. Buyer acknowledges that unless prohibited by applicable law, any insurance coverage, license, tags, plates or registration maintained by the Company on the Acquired Equipment shall be canceled upon delivery of the Acquired Equipment to, and the acceptance of, by Buyer. Buyer shall inspect and test all equipment and vehicles delivered under this agreement including the inspection of all workmanship performed by installation contractors, vehicle outfitters and other parties that performed any work on the conveyed equipment and vehicle. **Buyer accepts full responsibility for the condition, effectiveness, appropriateness, and use of the conveyed equipment and vehicle**. Buyer must inform the Company of any discovered problems or inspection failure prior to taking delivery of vehicle, and provide the Company at least 7 days to cure any flaw, at the Company's own expense. Upon acceptance of delivery, Buyer acknowledges compliance with these requirements and waives all rights of claim against the Company and agrees to indemnify the Company against all claims resulting from the ownership or use of conveyed equipment and vehicles. **Buyer agrees to ensure through due diligence and through its own inspection, assisted by professionals as it sees fit, that all equipment and vehicles comply with all applicable laws, regulations and rules including any weight and engineering requirements.**

By:_____

Printed Name:_____

Date:_____

SCHEDULE I

MOBILE KITCHEN CONFIGURATION

EXHIBIT K-2

FORM OF PURCHASE AND SALE AGREEMENT FOR MOBILE KITCHEN (FOOD TRUCK)

PURCHASE AND SALE AGREEMENT FOR MOBILE KITCHEN BETWEEN KEYSTONE MANUFACTURING, LLC

AND

(Franchisee)

THIS PURCHASE AND SALE ("AGREEMENT") is entered into as of by and between (Franchisee) (hereinafter "Buyer"), a business entity with an address of (Franchisee address) and KEYSTONE MANUFACTURING, LLC (hereinafter "Company", "we," "us," or "our"), a Georgia limited liability company with an address of 804 W Mitchell St., Adel, GA 31620.

In consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed and covenanted by and between the parties to this Agreement, as follows:

1. You agree to purchase the Mobile Kitchen described in your Mobile Kitchen Configuration from the Company set forth on Schedule I attached hereto, pursuant to the terms and conditions of this Agreement. Your Mobile Kitchen is priced and configured based on features and options available at the time of order, as described in Exhibit A hereto and incorporated herein. Mobile Kitchen shall be picked up by Buyer in Adel, Georgia, with all payments due to Company as outlined in this Agreement.

A. Description of Vehicles: The following is a description of the vehicle that Company agrees to provide under the terms of this Agreement.

(v) Ford F-59

(vi) DonutNV equipment package

(vii) VIN: to be assigned

B. Description of Equipment. Equipment designation, item, and quantity are fully described on Exhibit A and incorporated herein.

2. Purchase Price. Buyer shall pay to Company for the Mobile Kitchen and for all obligations specified herein, as full and complete consideration therefore:

Food Truck Package Price: $189,950 each

State Specific Upfit Fee: TBD (As of date of invoice, pending local health & code requirements)

Sales Tax: Buyer responsible for remitting to state of registration

Total: $189,950.00 each[2]

hereinafter “Purchase Price”.

3. Payment. Payment of the Purchase Price shall be made by Buyer to Company in accordance with the following schedule:

A. Fifty Percent (50%) of the Purchase Price by wire transfer in U.S. Dollars, immediately upon execution of this Agreement, your “Order Payment”; and

B. Fifty Percent (50%) of the Purchase Price by wire transfer in U.S. Dollars, one week prior to pickup of Mobile Kitchen. At the time of pickup, the Buyer will receive the title to the vehicle so that the Buyer can register the vehicle with the Department of Motor Vehicles.

4. Mobile Kitchen Layout. At no additional expense to Buyer, Company shall furnish Buyer with a layout description of the Equipment placement within the Mobile Kitchen. The layout description shall include, but not be limited to, power, air conditioning, operational considerations, weight and weight distribution limitations with respect to the vehicle, and Equipment.

5. Delivery. The estimated build time and delivery of your Mobile Kitchen is ninety (90) to three hundred sixty-five (365) days from receipt of the Buyer’s Order Payment. Mobile kitchen will be considered complete when Buyer is notified by Company that the Mobile Kitchen is ready for Buyer’s inspection. If at time of such inspection, Buyer makes any modifications or changes, the time Company spends accommodating such modification or change will not constitute a default under this Agreement. Buyer must appear at Company’s designated location during normal business hours on the delivery date to accept possession and remove the Mobile Kitchen from the Company’s designated location. The estimated delivery date of your Mobile Kitchen indicated in this Agreement is an estimate only and is not a guarantee of when your Mobile Kitchen will actually be delivered. Company shall not be liable for failure to deliver or delay in delivery of Mobile Kitchen where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of the Company, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the control of the Company.

6. Conveyance of Title. Company shall provide documents necessary to convey title to Buyer upon delivery of Mobile Kitchen. It is the Buyer’s responsibility to facilitate title transfer and registration of the Mobile Kitchen in accordance with its state’s motor vehicle registration regulations.

[2] Note to Draft: This $ amount will need to be updated to also include the state specific upfit fee.

7. Warranties.

H. The Company warrants to Buyer for a period of 1 year, commencing from the date the Mobile Kitchen is furnished to Buyer (the "Warranty Period"), that the Mobile Kitchen shall be free from material defects in materials and workmanship. This warranty is non-transferable and applies solely to Buyer.

I. **EXCEPT FOR THE WARRANTY SET FORTH IN PARAGRAPH 7.A, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE MOBILE KITCHEN, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

J. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Mobile Kitchen. Third-Party Products are not covered by the warranty in paragraph 7.A; provided that the Company shall use commercially reasonable efforts to assign the warranties on any Third-Party Product to Buyer. For the avoidance of doubt, **THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

K. The Company shall not be liable for a breach of the warranty set forth in paragraph 7.A unless: (i) Buyer gives written notice of the defect, reasonably described, to the Company within fifteen (15) days of the time when Buyer discovers or ought to have discovered the defect; (ii) the Company is given a reasonable opportunity after receiving the notice to examine the Mobile Kitchen and Buyer (if requested to do so by the Company) returns the Mobile Kitchen to the Company's place of business at the Company's cost for the examination to take place there (or a qualified repair shop); and (iii) the Company reasonably verifies Buyer's claim that the Mobile Kitchen is defective.

L. The Company shall not be liable for a breach of the warranty set forth in paragraph 7.A if: (i) Buyer makes any further use of the Mobile Kitchen after giving notice to the Company of any defect; (ii) the defect arises because Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Mobile Kitchen; or (iii) Buyer alters or repairs the Mobile Kitchen without the prior written consent of the Company. Furthermore, damages caused by loose or improperly torqued lug nuts, incorrect or altered hitch balls, improper hitching, loose bolts, screws, or damages caused by any other tow equipment are not covered under the warranty in paragraph 7.A.

M. Subject to paragraphs 7.B-7.E above, the Company shall repair or replace any part deemed defective by the Company during the Warranty Period.

N. THE REMEDIES SET FORTH IN PARAGRAPH 7.F SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN PARAGRAPH 7.A.

8. Limitations of Liability

C. **IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

D. **IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY FOR THE MOBILE KITCHEN.**

9. Insurance and Registration: Buyer acknowledges that any insurance coverage, licensure, tags, or registration of the vehicle is the responsibility of the Buyer.

10. Regulations and Codes: Buyer acknowledges that, upon delivery, the Mobile Kitchen is below the maximum weight capacity as set-forth by the manufacturer of the vehicle and the Equipment is loaded in accordance with best practices on weight distribution. The Buyer acknowledges that there is a possibility that the installation of any additional equipment not originally installed by the vehicle manufacturer could cause the vehicle to exceed the vehicles maximum weight designation or offset the weight distribution of the vehicle. Exceeding the vehicle's maximum weight designation could cause catastrophic failure of the vehicle resulting in injury and possibly death. The Company and vehicle manufacturer shall not be liable or responsible for any misuse of the Mobile Kitchen, including an overweight or unbalanced condition caused by Buyer, including lack of maintenance of vehicle components including, but not limited to, brakes, wheel bearings, and tires, which may result in any injury, damages or death and by signing hereunder, Buyer releases Company and vehicle manufacturer from any claims, damages, penalties or liabilities, which in any way accrue or arise after Buyer takes delivery of Equipment. Buyer further acknowledges that the Mobile Kitchen may fall under various state and federal commercial motor vehicle laws and regulations, and it is the Buyer's sole responsibility to ensure compliance with those laws and regulations.

11. Indemnification.

A. Buyer shall indemnify and hold the Company, its officers, employees, contractors and agents, harmless from any loss, lawsuit, liability, damage, cost, and expense (including reasonable administrative and attorneys' fees) that may arise out of or result from (i) claims by third persons against the Company that the Mobile Kitchen has caused damage to property or bodily injury (including death); (ii) the acts or omissions of the Buyer, its officers, employees, contractors, and agents in connection with this Agreement that constitute gross negligence, willful misconduct or a material breach of this Agreement; (iii) any defects in Equipment supplied by the third-parties or vehicle manufacturer; (iv) any violations, fines or fees in connection with local municipal or governmental requirements after the date of delivery of the Mobile Kitchen or (v) any violations, fines or fees in connection with health department violations or changes in regulations after the health inspection is completed on the Mobile Kitchen.

B. The invalidity, in whole or in part, of any of the foregoing paragraph will not affect the remainder of such paragraph.

12. Default by Buyer. Buyer acknowledges that Buyer's Mobile Kitchen is custom ordered and manufactured, and the Company incurs significant costs in starting production of such Mobile Kitchen. Buyer also acknowledges that the Company incurs significant costs for remarketing and reselling the Mobile Kitchen if Buyer defaults in this Agreement. As a result, the Order Payment is earned by the Company and non-refundable. Buyer acknowledges that the Order Payment amount is a fair and reasonable estimate of the actual damages that we have incurred or may incur, costs that are otherwise impracticable or extremely difficult to determine.

Default by Buyer in payment or performance of any material duty or obligation under this Agreement, shall constitute a breach of this Agreement. A written notice to cure may be sent to Buyer, at the sole discretion of Company, and, if the default is not cured within ten (10) days from the written notice from Company of the default, the Buyer will be deemed in default of this Agreement. In such an event, Company, at its sole option, may employ any remedy then available to it, whether at law or in equity, including, but not limited, to the following:

A. Withhold performance or further performance hereunder until all such defaults have been cured, provided, however, that Company shall continue to perform hereunder in the event of a bona fide payment dispute, which has been communicated to Company; or

B. Pursue any other rights and remedies available to Company under the laws of the State of Georgia with the prevailing party entitled to recover all costs, including attorney's fees, incurred in the enforcement of this Agreement.

13. Confidential Information. All non-public, confidential or proprietary information of the Company, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by the Company to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by the Company in writing. Upon the Company's request, Buyer shall promptly return all documents and other

materials received from the Company. The Company shall be entitled to injunctive relief for any violation of this paragraph. This paragraph does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

14. General.

A. Notices. All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed duly to have been given if personally delivered to the other party or if sent by the United State Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel Service or other nationally recognized overnight carrier. All notices or communications between Buyer and Company pertaining to this Agreement shall be addressed as follows:

If to Buyer: at the address below its name on the signature page

If to Company: at the address stated in the preamble to this Agreement.

B. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall neither be considered a waiver nor deprive that party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the party to be charged therewith.

C. Modifications. No revision or modification of this Agreement shall be effective unless in writing and executed by an authorized representative of both parties.

D. Severability. If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of the remaining portions of the Agreement, and the parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.

E. Construction. This Agreement shall be governed by the laws of the State of Georgia.

F. Arbitration. Any controversy or claim between the parties (including any controversy or claim arising out of or relating to this Agreement or its formation, and including any question of arbitrability) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The place of arbitration shall be the city and state where Company's headquarters are located. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO. IN NO EVENT WILL THE

LIABILITY OF COMPANY OR ANY AFFILIATE OF COMPANY TO BUYER IN CONNECTION WITH THIS AGREEMENT EXCEED THE PURCHASE PRICE.

G. Headings. The paragraph titles of this Agreement are for conveniences only and shall not define or limit any of the provisions hereof.

H. Entire Agreement. This Agreement, the documents referenced herein and all Exhibits hereto (Exhibits A through B) are intended as the complete and exclusive statement of the Agreement between Buyer and Company with respect to the subject matter hereof, and supersede all prior agreements and negotiations related thereto.

I. Binding Effect. The provisions hereof shall be binding upon and shall inure to the benefit of Buyer and Company, their respective successors, and permitted assigns.

J. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Company. Any purported assignment or delegation in violation of this paragraph is null and void.

K. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

J. Survival. The rights and obligations of the parties set forth in this paragraph, paragraphs 9, 10, 11, 12, 13, 14.E and 14.F and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

K. Counterparts. Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission, electronic mail or other comparable means. This Agreement shall be deemed fully executed and entered into on the date of execution by the last signatory required hereby.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, (Franchisee) and KEYSTONE MANUFACTURING, LLC have signed this Agreement") as of the day and year first written above, and the person executing this Agreement") on behalf of each party represents and warrants that this Agreement") has been authorized by all necessary parties, is validly executed by an authorized officer or agent, and is binding upon and enforceable against the company in accordance with its terms.

For Buyer:

For Buyer:

By:_____

Name:_____

Date:_____

Address:_____

_____

For Company: Keystone Manufacturing, LLC

By:_____

Name: Amanda Gingold

Date:_____

EXHIBIT A Description of Equipment

Self-propelled vehicle containing all food preparation and serving facilities and powered (when stationery for food service) by an onboard battery system built to meet requirements for licensing in (operating city and state) in the following zip codes at the time of delivery:

In the event of any inconsistency between the terms in the main body of the Agreement and the terms in Exhibit A attached hereto, the terms in the main body of the Agreement will control.

EXHIBIT B
FORM OF CERTIFICATE OF ACCEPTANCE

FINAL CERTIFICATE OF ACCEPTANCE FOR PURCHASE OF MOBILE KITCHEN

In compliance with the terms, conditions and provisions of the Purchase and Sale ("Agreement") dated _____ (the "("Agreement")"), by and between the undersigned (Franchisee) (the "Buyer") and KEYSTONE MANUFACTURING, LLC (the "Company"), Buyer hereby:

3. (a) certifies and warrants that the vehicle and equipment described in the above- referenced ("Agreement") (the "Mobile Kitchen") is delivered and undamaged as of the Acceptance Date, as indicated and defined below;
4. (b) accepts the Mobile Kitchen for all purposes under the ("Agreement") and all attendant documents as of _____ (the "Acceptance Date").

BUYER:_____

By:_____

Name:_____

Title:_____

Buyer's Responsibility – Insurance, Tags and Inspections. Buyer acknowledges that unless prohibited by applicable law, any insurance coverage, license, tags, plates or registration maintained by the Company on the Acquired Equipment shall be canceled upon delivery of the Acquired Equipment to, and the acceptance of, by Buyer. Buyer shall inspect and test all equipment and vehicles delivered under this agreement including the inspection of all workmanship performed by installation contractors, vehicle outfitters and other parties that performed any work on the conveyed equipment and vehicle. **Buyer accepts full responsibility for the condition, effectiveness, appropriateness, and use of the conveyed equipment and vehicle**. Buyer must inform the Company of any discovered problems or inspection failure prior to taking delivery of vehicle, and provide the Company at least 7 days to cure any flaw, at the Company's own expense. Upon acceptance of delivery, Buyer acknowledges compliance with these requirements and waives all rights of claim against the Company and agrees to indemnify the Company against all claims resulting from the ownership or use of conveyed equipment and vehicles. **Buyer agrees to ensure through due diligence and through its own inspection, assisted by professionals as it sees fit, that all equipment and vehicles comply with all applicable laws, regulations and rules including any weight and engineering requirements.**

By:_____

Printed Name:_____

Date:_____

SCHEDULE I

MOBILE KITCHEN CONFIGURATION

EXHIBIT L

DONUTNV DEPOSIT AGREEMENT

This Agreement is made between DonutNV Franchising, Inc., a Florida corporation ("Franchisor"), and _____, a resident of _____ ("Prospect").

Background Statement: Franchisor is the franchisor of the DonutNV brand. Prospect desires to reserve a territory for development of a DonutNV franchise.

1. Deposit and Reservation of Territory. Upon signing this Agreement, Prospect will pay a $5,000 deposit (the "Deposit") to Franchisor to reserve the territory or territories described on Exhibit A (the "Reserved Territory") until _____ (the "Expiration Date"). Franchisor will not sell a DonutNV franchise for the Reserved Territory to any person other than Prospect prior to the Expiration Date. If Prospect signs a DonutNV Franchise Agreement for the Reserved Territory for a total initial franchise fee of _____on or prior to the Expiration Date, the deposit will be applied towards the initial franchise fee. If Prospect does not sign a DonutNV Franchise Agreement by such date, then Franchisor may sell the Reserved Territory to another prospective franchisee.

2. Limited Refundability. Franchisor will refund the Deposit if and only if the parties do not sign a standard DonutNV Franchise Agreement because Franchisor decides not to proceed with a Franchise Agreement with Prospect or because Franchisor would be in violation of applicable law by executing a Franchise Agreement with Prospect. Otherwise, the Deposit is not refundable.

3 Miscellaneous. This Agreement contains the entire agreement of the parties concerning its subject, and no modification will be effective except by a written amendment executed by both of the parties. This Agreement is not an offer to enter into a franchise agreement and is not a grant to Prospect of an option to enter into a franchise agreement. This Agreement is governed by laws of the State of Florida. Any dispute regarding this Agreement will be resolved in state or federal courts of Orange County, Florida.

Agreed to by:

_____
Name: _____
Date: _____

DONUTNV FRANCHISING, INC.

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

Exhibit A – Reserved Territory

EXHIBIT M

CONFIDENTIALITY, NON-USE AND NON-COMPETITION AGREEMENT

This CONFIDENTIALITY, NON-USE AND NON-COMPETITION AGREEMENT (this "Agreement"), dated this _____, by and among DONUTNV FRANCHISING, INC. and KEYSTONE AMUSEMENTS, LLC, KEYSTONE MANUFACTURING LLC, KEYSTONE AMUSEMENTS PROVISIONING LLC, AG REALTY PARTNERS LLC, and KEYSTONE AMUSEMENTS IP HOLDINGS, LLC (collectively, the "Franchisor"), and _____, having an address at _____ ("Franchisee"), and _____, each having an address(es) at _____ (each of whom are the Owners of Franchisee, as defined herein).

W I T N E S S E T H:

WHEREAS, Franchisor is principally engaged in the business of developing and selling franchises in the operation of an interactive mobile mini donut making business, which specializes in preparing, cooking, and serving mini donuts, along with other food items and specialty beverages, via a customized vehicle trailer or food truck (the "Franchised Business"); and

WHEREAS, Franchisee is an individual or entity which has entered into, or is considering entering into, a Franchise Agreement with Franchisor ("Franchise Agreement"); and

WHEREAS, during the course of the relationship between Franchisor and Franchisee certain information has been and/or will be provided to and received by Franchisee and its Owners relating to the Franchisor, including without limitation, certain knowledge, know-how, methods and procedures, some of which constitute trade secrets under applicable law regarding: (i) the Franchisor, its affiliates and its subsidiaries; (ii) the development, management, and operation of DonutNV franchised businesses, including without limitation: (a) the Confidential Operations Manual; (b) operational specifications, standards, systems and procedures and knowledge and experience used in developing and operating the System; (c) recipes, preparation instructions and methods for preparation of various menu items and inventory system methods including those relating to inventory control, storage, product and handling; (d) site selection criteria; (e) training and operations materials and manuals; (f) methods, formats, specifications, standards, systems, procedures, sales and marketing techniques; (g) business forms and accounting procedures; (h) advertising materials, social media materials and use of certain social media platforms; (i) database material, customer lists, records, files, instructions and other proprietary information; (j) identity of suppliers and knowledge of supplier discounts, specifications, processes, procedures and equipment, contract terms, pricing for authorized products, materials, supplies and equipment; (k) any computer software or similar technology which is proprietary to Franchisor or its affiliates, including without limitation digital passwords and identifications and any source code, as well as data, reports and other printed materials; (l) knowledge of the operating results and financial performance of the System; (m) graphic designs and related intellectual property, and (n) information and material concerning the fabrication of the Units (collectively, "Confidential Information") which Franchisor and its affiliates consider proprietary.

NOW, THEREFORE, for One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. Acknowledgments

(a) Franchisee and its Owners acknowledge that Franchisee and its Owners have been and/or will be given access to the Confidential Information during the course of the relationship between Franchisee and Franchisor, which includes information exchanged prior to the Franchisee's execution of the Franchise Agreement.

(b) Franchisee and its Owners acknowledge that (i) Franchisor and its affiliates own all right, title and interest in and to the System; (ii) the System consists of Confidential Information that gives the Franchisor and its affiliates a competitive advantage; (iii) the Franchisor and its affiliates have taken all measures necessary to protect the Confidential Information; (iv) all Confidential Information now or hereafter provided or disclosed to Franchisee and its Owners is disclosed in confidence; (v) Franchisee and its Owners have no right to disclose any Confidential Information to anyone who is not a Recipient pursuant to a Confidential Business Relationship, as such terms are defined below; (vi) Franchisee and its Owners will not acquire any ownership interest in the Confidential Information or the System; and (vii) the use or duplication of the Confidential Information and/or the System or any part of the Confidential Information and/or the System in any other business by Franchisee and/or its Owners would constitute an unfair method of competition, for which Franchisor would be entitled to all legal and equitable remedies, including injunctive relief without posting a bond.

2. Non-Disclosure and Return of Confidential Information

(a) Franchisee and its Owners, on his, her and/or their own behalf, and, if a corporation, limited liability company or partnership, on behalf of its officers, directors, shareholders, members, partners, employees, agents, affiliates, pledges and agrees that for a period commencing on the date of this Agreement and continuing thereafter, in the absence of prior written consent by Franchisor: (i) will keep all Confidential Information in strict confidence; (ii) will not communicate or disclose Confidential Information to any unauthorized person or entity and will only disclose those parts of the System to a Recipient that such Recipient needs to know; (iii) will not use the Confidential Information for any purpose other than as directed by and needed for Franchisor's use; (iv) will inform its affiliates and the professional and financial advisors of Franchisee, its Owners and Franchisee's affiliates of the confidential nature of the Confidential Information; (v) will not reproduce or use the Confidential Information; (vi) will have a system in place to ensure that the Recipients keep confidential Franchisor's trades secrets and Confidential Information; and (vii) will cause any individual or entity ("Recipient") who is or is about to be employed by Franchisee or has entered or is about to enter into some form of contractual relationship with Franchisee (collectively "Confidential Business Relationship") pursuant to which Recipient shall likely receive Confidential Information in furtherance of the Confidential Business Relationship to execute a confidentiality, non-use and non-competition agreement substantially similar in form to this Agreement.

(b) Confidential Information provided by Franchisor to Franchisee, its Owners, its professional and financial advisors, its affiliates and their respective professional and financial

advisors or to any other third party in the course of the parties' relationship shall be returned to Franchisor immediately upon termination or expiration of the Franchise Agreement, or otherwise upon the termination of Franchisee and its Owners business relationship with the Franchisor. Franchisee, its Owners, Franchisee's affiliates, professional advisors and financial advisors or any other third party shall not retain any book, record, report, design, plan, material, copy, note, abstract, compilation, summary, extract or other reproduction, whether in paper or electronic form, of the Confidential Information and shall not retain any copy, note or extract of such Confidential Information, except as the parties hereto may agree in writing.

3. Covenants

(a) Franchisee and its Owners acknowledge that Franchisor has granted, or intends to grant, Franchisee the franchise in consideration of and reliance upon the agreement of Franchisee and its Owners to deal exclusively with Franchisor; to maintain the confidentiality of all of the Confidential Information; to refrain from using any Confidential Information in any manner not permitted by Franchisor in accordance with Section 2 above; and to protect and preserve the goodwill of the Franchisor.

(b) Franchisee and its Owners further acknowledge and agree that (i) pursuant to the Franchise Agreement and otherwise in connection with any training or information concerning the System Franchisor provides Franchisee, its Owners and/or their respective affiliates, Franchisee and its Owners will have access from the Franchisor and its affiliates to valuable trade secrets, specialized training and Confidential Information regarding the development, operation, management, purchasing, sales and marketing methods and techniques of the System; (ii) the System and the opportunities, associations, and experience established by Franchisor and acquired by Franchisee under the Franchise Agreement are of substantial and material value; (iii) in developing the System, Franchisor and its affiliates have made and continue to make substantial investments of time, technical and commercial research and money; (iv) Franchisor would be unable to adequately protect the System and its trade secrets and Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information about DonutNV franchisees if DonutNV franchisees and owners were permitted to hold interests in Competitive Businesses (as defined below); and (v) restrictions on the right to hold interest in or perform services for Competitive Businesses by Franchisee or its Owners will not unreasonably or unnecessarily hinder the activities of Franchisee or its Owners.

(c) Accordingly, Franchisee and its Owners covenant and agree that (i) prior to and during the term of the Franchise Agreement and for an uninterrupted period of two (2) years after the later of: (A) the termination or expiration of the Franchise Agreement (regardless of the cause for termination or expiration); (B) the Transfer, as defined in the Franchise Agreement, of the franchise; or (C) the date of a final non-appealable judgment or order of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 3, or (ii) if no Franchise Agreement is entered into, an uninterrupted period of two (2) years after the Franchisee first becomes privy to any Confidential Information, Franchisee and each of its Owners shall not directly or indirectly for itself or through on behalf of or in conjunction with any person, firm, partnership corporation or other entity in any manner whatsoever:

(1) Divert or attempt to divert any actual or potential business or customer of the Franchised Business to any competitor or otherwise take any action injurious or prejudicial to the goodwill associated with the DonutNV, Keystone Amusements, Make Your Next Party Sweet!, Watch The Donuts, When Life Gives You Lemons Make Donuts (collectively, the "Principal Trademarks"), and the System.

(2) Employ or seek to employ any person who is then employed or who was employed within the immediately preceding twenty-four (24) months, by Franchisor or any DonutNV franchisee or develop, or otherwise directly or indirectly induce such person to leave his or her employment without obtaining the employer's prior written permission.

(3) Own, maintain, develop, operate, engage in, franchise or license, make loans or gifts to or have any direct or indirect interest in or render services as a director, officer, manager, employee, consultant, representative, or agent or give advice to any Competitive Business (except that equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subsection).

(d) During the term of the Franchise Agreement (if applicable), there is no geographical limitation on these restrictions, meaning that Franchisee and each of its Owners and Guarantors shall not engage in the conduct referred to in subsections 3(c)(1), (2) and (3) at any location. During the two-year period following the later of: (i)(A) the termination or expiration of the Franchise Agreement (regardless of the cause for termination or expiration), (B) the Transfer of the franchise or (C) the date of a final non-appealable judgment or order of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 3; or (ii) if no Franchise Agreement is entered into, the date first set forth above, these restrictions shall apply:

(1) at the location of Franchisee's DonutNV location (if applicable);

(2) within twenty-five (25) miles of Franchisee's DonutNV location (if applicable); or

(3) within twenty-five (25) miles of the location of any other DonutNV location, in operation, under development or to be developed by Franchisor, its affiliates or franchisees of Franchisor and/or its affiliates at any time.

(e) Franchisee and its Owners covenant not to engage in any activity which might injure the goodwill of the Principal Trademarks or the System at any time. This provision shall survive termination of this Agreement.

(f) Franchisee and its Owners expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, the enforcement of the covenants made in this Section 3 will not deprive Franchisee or its Owners of their personal goodwill or ability to earn a living.

(g) Franchisee and its Owners agree and acknowledge that each of the covenants contained herein are reasonable limitations as to time, geographical area and scope of activity to

be restrained and do not impose a greater restraint than is necessary to protect the know-how, reputation, goodwill and other legitimate business interests of Franchisor and its affiliates, including but not limited to: (i) maintaining the confidential nature of the Confidential Information; (ii) preserving the Franchisor's ability to develop franchisees at or near the Franchisee's former location and within the territorial boundaries of the restrictive covenant described above in subsection 3(d)(1), (2) and (3), in each case, as applicable; (iii) preventing potential customer confusion; (iv) protecting other franchisees from competition from Franchisee; and (v) protecting the System as a whole including the franchisee network. If any provision of this Agreement (including any sentences, clauses, or any part thereof) shall be held contrary to law or incomplete or unenforceable in any respect, the remaining provisions shall not be affected but shall remain in full force and effect; any invalidated provisions shall be severed and this Agreement modified to the extent necessary to render it valid and enforceable.

(h) Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant contained in this Section 3 effective immediately upon Franchisee's receipt of written notice and Franchisee agrees to comply forthwith with any covenants as so modified which will be enforceable notwithstanding the provisions of Section 6.

4. Enforcement. Franchisee and its Owners acknowledge that violation of the covenants contained in this Agreement would result in immediate and irreparable injury to Franchisor and its affiliates for which no adequate remedy at law will be available. Accordingly, Franchisee and its Owners hereby consent to the entry of an injunction procured by Franchisor and/or its affiliates prohibiting any conduct by Franchisee and its Owners in violation of the terms, covenants and/or restrictions of this Agreement without the need of a bond. Franchisee and its Owners expressly agree that it may conclusively be presumed in any legal action that any violation of the terms of these terms, covenants and/or restrictions was accomplished by and through my unlawful utilization of the Confidential Information. Further, Franchisee and its Owners expressly agree that any claims Franchisee may have against Franchisor and/or its affiliates will not constitute a defense to the enforcement of the terms, covenants and/or restrictions set forth in this Agreement by Franchisor and/or its affiliates. Franchisee and its Owners further agree to pay all costs and expenses (including attorneys' fees, experts' fees, court costs and all other expenses of litigation) incurred by Franchisor and/or its affiliates in connection with the enforcement of the terms, covenants and/or restrictions of this Agreement.

5. Definitions

(a) As used herein, (with respect to Franchisee) "affiliates" means any and all corporations, limited liability companies, partnerships, trusts or other entities controlling, controlled by or under common control with Franchisee. For purposes of this definition, the term "control" shall mean the control or ownership of ten percent (10%) or more of the beneficial interest in the person or entity referred to.

(b) The term "Competitive Business" means (i) any business involving the establishment and/or operation of a mobile mini donut making business, or (ii) any business granting franchises or licenses to others to operate such a business.

(c) The term "Owners" shall mean any individual or entity (including all spouses, partners, members or shareholders of such individual or entity) that has any direct or indirect ownership interest of over five percent (5%) in Franchisee, (or at such later time as they assume such status) whether or not such interest is of record, beneficially or otherwise. The term "Owners" shall also include individuals, partners, members and shareholders and (spouses of such individuals, partners, members and shareholders) with an ownership interest of over five percent (5%) in any partnership, corporation or limited liability company that holds a controlling interest in the Franchisee entity. Franchisee represents that the individuals identified in the introductory paragraph herein as "Owners" constitute all of the "Owners" as defined by this paragraph.

(d) Any capitalized term that is not defined in this Agreement shall have the meaning given to it in the Franchise Agreement.

6. Miscellaneous

(a) Franchisor and/or its affiliates make no representations or warranties as to the accuracy or completeness of the Confidential Information provided to Franchisee and shall not be liable, directly or indirectly, to Franchisee or any of Franchisee's subsidiaries or affiliates as a result of any use of the Confidential Information by or on behalf of Franchisee and/or its subsidiaries or affiliates. Franchisee specifically waives any and all claims for any loss or damage suffered by it due to its use of the Confidential Information and agrees to indemnify and hold Franchisor and its affiliates harmless for any claims made against Franchisor and/or its affiliates based upon Franchisee's provision of the Confidential Information to third parties.

(b) This Agreement shall be binding upon and shall inure to the benefit of Franchisor, Franchisee the Owners and their respective subsidiaries, affiliates, successors and assigns.

(c) This Agreement shall be governed by the laws of the State of Florida without recourse to Florida (or any other) choice of law or conflict of law principles.

(d) This Agreement and any governing Franchise Agreement are intended to complement each other. To the extent any provisions or language contained in this Agreement conflicts with any governing Franchise Agreement in effect, the provisions or language contained within this Agreement shall control if the provisions or language in this Agreement is broader in scope than the provisions or language contained in the Franchise Agreement.

(e) This Agreement may be executed in counterparts and each copy so executed and delivered shall be deemed an original.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

FRANCHISOR:

DONUTNV FRANCHISING INC on behalf of itself and
KEYSTONE AMUSEMENTS LLC
KEYSTONE AMUSEMENTS PROVISIONING LLC
AG PARTNERS REALTY LLC
KEYSTONE AMUSEMENTS IP HOLDINGS, LLC
KEYSTONE MANUFACTURING LLC

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

FRANCHISEE:

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

OWNERS:

_____

_____

_____

STATE EFFECTIVE DATES

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

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

State	Effective Date
Illinois	Pending
Indiana	Pending
Michigan	March 26, 2025
Minnesota	Pending
New York	Pending
Rhode Island	Pending
Virginia	Pending
Wisconsin	May 22, 2025

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

RECEIPT

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

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

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

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

Name	Principal Business Address	Telephone No.
Amanda Gingold	3745 S. Hwy 27, Suite A, Clermont, FL 34711	1.833.DonutNV
Kristen Seitz	3745 S. Hwy 27, Suite A, Clermont, FL 34711	1.833.DonutNV
Alex Gingold	3745 S. Hwy 27, Suite A, Clermont, FL 34711	1.833.DonutNV
Juan Valdez	3745 S. Hwy 27, Suite A, Clermont, FL 34711	1.833.DonutNV
Jake Hamburger	14301 First National Parkway, Suite 312, Omaha, NE 68154	531-333-3278
Jenny Laurer	14301 First National Parkway, Suite 312, Omaha, NE 68154	531-333-3278

Issuance Date: May 6, 2025

I received a disclosure document dated _____ that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Development Rights Rider
D. Financial Statements
E. Operations Manual Table of Contents
F. Current and Former Franchisees
G. State Addenda to Disclosure Document
H. State Addenda to Franchise Agreement
I. Form of General Release
J. Mobile Unit Package
K. Purchase and Sale Agreement for Mobile Kitchen
L. Deposit Agreement
M. Confidentiality, Non-Use and Non-Competition Agreement

Signature: _____
Print Name: _____
Date Received: _____

Keep This Copy For Your Records

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