THE FRESH MONKEE FRANCHISE, LLC

AREA REPRESENTATIVE
FRANCHISE DISCLOSURE DOCUMENT

ISSUANCE DATE: APRIL 18, 2025

FRANCHISE DISCLOSURE DOCUMENT

The Fresh Monkee Franchise, LLC
A Connecticut limited liability company
39 New London Turnpike, Suite 204
Glastonbury, CT 06033
(860)-990-1022
FranchiseMe@TheFreshMonkee.com
www.TheFreshMonkee.com

The area representative business offered is for recruiting and providing support services for a fast-casual restaurant franchise that offers freshly prepared, made to order protein shakes made with nutrient-rich ingredients for on-premises and off-premises consumption under the Fresh Monkee® name and marks and any additional or alternative names or marks to be developed or acquired in the future (each a "Restaurant").

Under this disclosure document, we offer qualified individuals the right to serve as our "Area Representative" within a given territory (an "Area Representative Development Area"). Under an Area Representative Agreement, you will serve as our independent Area Representative and recruit franchisees to own and operate Restaurants and provide support services to franchisees within your Area Representative Development Area (the "Area Representative Business" or "AR Business"). The total estimated initial investment to begin operation of the Area Representative Business ranges from $174,100 to $447,000, which includes an Area Representative Fee ranging from $150,000 to $400,000 that must be paid to franchisor and its affiliates, which varies based on number of Restaurants, the size of your Area Representative Development Area, and the term of your Mandatory Development Schedule. You may also to elect to open and commence operating your own Restaurant within the Area Representative Development Area under a separate form of our then-current franchise agreement.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Judith Flynn: 39 New London Turnpike, Suite 204, Glastonbury, CT 06033; 860-990-1022; FranchiseMe@TheFreshMonkee.com.

The terms of your contract will govern your franchise relationship. Don't rely on this 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: April 18, 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 area representatives. You can find their names and contact information in Item 20 or Exhibit G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit E includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Fresh Monkee 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 Fresh Monkee area representative?	Item 20 or Exhibit G 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 area representative 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 area representative 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 area representative agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your area representative 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 area representative 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 D.

Your state also may have laws that require special disclosures or amendments be made to your area representative 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 the following risk(s) be highlighted:

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

2. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

3. **Spousal Liability**. Your spouse may be required to sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails."

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

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

TABLE OF CONTENTS

ITEM **PAGE**

EXHIBITS

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, "we", "our", "Fresh Monkee" or "us" means and includes The Fresh Monkee Franchise, LLC. "Franchisee", "You", or "Your" means the individual or entity who buys the franchise, including all equity owners of a corporation, limited liability company, general partnership, or limited partnership, or any other type of entity (an "Entity"). If you are an Entity, each individual with direct or indirect ownership interest shall be referred to as an "Owner".

The Franchisor

We are a Connecticut limited liability company that was formed on June 2, 2022, with a principal business address at 39 New London Tpke, Suite 204, Glastonbury, CT 06033. We have offered franchises under a Unit Franchise Disclosure Document ("Unit FDD") since 2022 and have been offering an area representative business under this Disclosure Document since August 2023. We do business under the name Fresh Monkee®. We have not conducted business in or offered franchises in any other line of business.

Agents for Service of Process

Our agents for service of process in the states whose franchise laws require us to name a state agency as our agent for service of process are shown on Exhibit B.

Parents, Predecessors and Affiliates

We do not have any parent or predecessor companies.

Our affiliate, The Fresh Monkee, LLC, a Connecticut limited liability company, (d/b/a The Fresh Monkee) with a principal business address at 1107 Silas Deane Hwy, Wethersfield, CT 06109, owns and operates a substantially similar business to the unit franchises we offer under our Unit FDD. Additionally, The Fresh Monkee, LLC is the sole owner and licensor of the Fresh Monkee® word mark and logo we license under the Unit FDD.

Other than those listed above, we do not have any other parents, predecessors, or affiliates to disclose in Item 1.

Prior Business Experience

Since June 2014, our owners and principal officers have owned and operated The Fresh Monkee restaurants in and around Glastonbury, CT which are similar to the Restaurants offered under this Disclosure Document. Currently, our owners and principal officers operate five restaurants d/b/a The Fresh Monkee. In this Disclosure Documents, we refer to these restaurants as the "Company-Owned Outlets" or "Corporate-Owned Outlets." The Company-Owned Outlets do not offer franchises in this or any other line of business and do not provide products or services to our franchisees. However, one or more of the Company-Owned Outlets may serve as the training facility for the training we provide to our franchisees.

The Area Representative Business and Franchised Business Offered

Under this form of disclosure document, we offer qualified individuals the right to serve as our independent representative (each, an "Area Representative") and coordinate the development of an Area Representative Development Area by: (i) recruiting others to own and operate Restaurants under our System and Marks within the Area Representative Development Area; (ii) providing continuing operational and supervisory assistance to franchisees within the Area Representative Development Area, including without limitation, site selection assistance, ongoing training and supervision, and management of regional advertising cooperatives; and (iii) having a right to own and operate Area Representative-owned Restaurants if they elect to do so ("Training Locations") within the Area Representative Development Area, each of which is operated pursuant to our then-current form of franchise agreement.

When engaging in any recruitment activities within your Area Representative Development Area, you must use our then-current form of franchise agreement and disclosure document that we approve for use in your Area Representative Development Area. Under the Area Representative Agreement, you must comply with all franchise disclosure and other legal requirements applicable to Area Representatives in your Area Representative Development Area. You must also register yourself as a franchise broker directly with the appropriate state authorities, where applicable. You may not use any third-party brokers other than those that we approve to assist with the offer or sale of franchises within your Area Representative Development Area. You will receive certain territorial rights within your Area Representative Development Area for so long as you comply with your obligations under your Area Representative Agreement, including a mandatory development schedule ("AR Mandatory Development Schedule").

Each Restaurant operates pursuant to our proprietary operating system, the characteristics of which include: (a) proprietary recipes and methods for preparing the food and beverage items, including the made- to-order protein shakes and related foods; (b) interior and exterior Restaurant designs, décor, and color schemes; (c) standards and specifications for the furniture, fixtures, and equipment necessary to operate a Restaurant; (d) sales techniques, and merchandising, marketing, advertising, and inventory management systems; and (e) standardized procedures for operating and managing a Restaurant (collectively, the "System").

We identify the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the mark Fresh Monkee®, distinctive trade dress, and any other trade names, trademarks, and service marks we may now or in the future designate in writing for use in connection with the System (the "Proprietary Marks"). We continue to develop, use, and control the Proprietary Marks in order to identify for the public the source of products and services marketed under the System, and to represent the System's high standards of quality, appearance, and service.

As set forth in a separate disclosure document, under our form of franchise agreement (the "Franchise Agreement"), we grant System franchisees a territory (the "Territory") for the operation of their Restaurant. In addition to our single unit offering, we grant qualified individuals the right to execute a "Multi-Unit Development Addendum" to own and operate multiple Restaurants pursuant to a mandatory development schedule.

The Market and Competition

Fast casual protein and health beverage restaurants are mature and highly competitive. You will compete with local, regional, and national restaurants offering similar products in the fast casual format. Your Restaurant will offer its products to the general public, and sales are not seasonal, other than any seasonality resulting from the site's physical and geographical location. Your competitive advantage in the marketplace will be based on your adherence to our standards and guidelines, as well as your entrepreneurial and managerial abilities and focus on customer service.

Laws, Rules, and Regulations

You will also be subject to laws or regulations that are not specific to the restaurant industry, but applicable to businesses in general, including zoning laws, labor laws and the Fair Labor Standards Act, workers' compensation laws, business licensing laws, tax regulations, and the Americans with Disabilities Act.

If you choose to open a Training Location, your Restaurant will be subject to laws and regulations in your state, county, or municipality regarding the operation of a restaurant, including laws and regulations relating to the preparation and dispensation of food products, occupational hazards and health laws, sanitation laws, and consumer protection laws. See the single-unit FDD for more information about your individual Restaurant's specific regulations.

ITEM 2
BUSINESS EXPERIENCE

Judith "Judy" Flynn – Founder & CEO

Judy Flynn has served as our Founder & CEO since our formation in June of 2022 and has continued to the present. Beginning in June of 2014 and continuing to the present, Ms. Flynn has served as the Founder/Owner of our affiliate, The Fresh Monkee, LLC, in Glastonbury, Connecticut. Ms. Flynn serves in her current capacity in the Glastonbury, Connecticut area.

Annette "Annie" McCall-Silk – Director of Operations

Annie McCall-Silk has served as our Director of Operations since our formation in June of 2022 and continuing to the present. Beginning in June of 2016 and continuing to November of 2021, Ms. McCall-Silk served as a General Manager of our affiliate, The Fresh Monkee, LLC in Glastonbury, Connecticut. Ms. McCall-Silk serves in her current capacity in the Southington, Connecticut area.

Emily Bucior – Director of Franchise Operations

Emily Bucior has served as our Director of Franchise Operations since July 2024 and continuing to the present. From January 2024 to July 2024 Ms. Bucior served as the General Manager for our Company-Owned Outlet in Mansfield, Connecticut. Prior to these roles, she worked as a Service Specialist in pharmaceutical sales. Additionally, Ms. Bucior has been involved with The Fresh Monkee's corporate outlets on a part-time basis since 2016. She currently serves in her role from our headquarters in Glastonbury, Connecticut.

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

Area Representative Fee

Under your Area Representative Agreement, you must pay us the appropriate Area Representative Fee, which will be a minimum of $150,000 based upon the number of Restaurants (minimum of 15), the population size of your Area Representative Development Area (min. 100,000 individuals per Restaurant), and the term of your Mandatory Development Schedule, as agreed by you and us. The Area Representative Fee is calculated by population size at $0.10 per person in the Area Representative Development Area. The Area Representative Fee is due upon signing the Area Representative Agreement and is deemed fully earned and non-refundable upon payment.

Training Location

As an Area Representative, you will have the option to open a Restaurant "Training Location." You will not be required to pay us any Initial Franchise Fee (as defined in the Unit FDD) for the first Training Location that you open. You must open and operate any and all Training Locations within the Development Area unless we otherwise agree in writing.

Subject to our approval, you may open additional Restaurants within your Area Representative Development Area but are not required to do so under the terms of your Area Development Agreement. If you elect to open additional Restaurant locations, you must pay us an Initial Franchise Fee equal to fifty percent (50%) of our then-current franchise fee at the time of signing the franchise agreement for your additional locations. You will not receive additional compensation other than the discounted initial franchise fee for additional locations that you open in your Area Representative Development Area. To qualify for this discounted Initial Franchise Fee, you must be the legal or beneficial owner of at least fifty-one percent (51%) of the additional Restaurants and the Initial Franchise Fee for your additional locations will be entirely due to us.

The Training Location and any other locations you open in the Area Representative Development Area will be credited towards your Mandatory Development Schedule.

Refunds, Different Fees, and Financing

The Initial Area Representative Fee, Franchise Fee, and Development Fee are fully earned by us when paid and are not refundable under any circumstances. We may reduce, finance, defer or waive the Initial Franchise Fee or Development Fee if and when we determine, it is warranted by a unique or compelling situation. We generally do not provide financing for the Area Representative Fee, Initial Franchise Fee, or Development Fee. We may do so if and when we determine it is warranted by a unique or compelling situation.

ITEM 6
OTHER FEES[1]

TYPE OF FEE	AMOUNT[1]	DUE DATE	REMARKS
Local Advertising Requirement	A minimum of $1,000 per month within your Development Area	The first day of the month following the Effective Date of the Agreement	See Note 2
Transfer Fee	$10,000	Upon Submitting a Request for Transfer	See Note 3
Renewal Fee	$10,000	Upon Renewal	You must also satisfy certain conditions described in the Area Representative Agreement to renew

Insurance	Cost of insurance. If you fail to maintain your insurance as required, we have the right to procure insurance on your behalf and charge an 18% administrative fee in addition to the cost of the insurance	As Required	See Note 4
Additional/Ongoing Training	Our then-current tuition fee; current fee is $1,000 per person per week plus expenses for you, your employees, and our expenses	At Time of Additional and/or Ongoing Training	See Note 5. Any increases would be incremental with Consumer Price Index.
Audit/Inspection Costs	Cost of audit and/or inspection	As Required	See Note 6
Financial Records and Reports	Cost of preparing financial statements	As Required	See Note 7
Indemnification	Amount of claim or judgment	When Incurred	See Note 8
Post-Termination and Post-Expiration Expenses	Costs and expenses associated with your ceasing and de-identification of your Area Representative Business	When Incurred	See Note 9
Collection Costs, Attorneys' Fees, Interest	18% on overdue amounts; actual attorneys' fees and costs incurred	When Incurred	See Note 10
Taxes on Payments to Us	Amount of tax or assessment	When imposed by taxing authority	If any taxing authority, wherever located, imposes any future tax, levy, or assessment on any payment you make to us, in addition to all payments due to us, you must pay the tax, levy or assessment

Notes:

Note 1. Unless otherwise indicated below, all of the fees listed below are imposed by, payable to, and collected by us and are non-refundable.

Note 2. **Local Advertising Requirement**. You must spend a minimum of $1,000 each month on marketing and promotional programs directed at recruiting potential franchisees within your Area Representative Development Area (the "AR Advertising Requirement"). You must spend the AR Advertising Requirement in accordance with our standards and specifications, which may include, without limitation, requirements that you place a certain number and/or type(s) of media advertisements. You may spend any additional sums you wish on local advertising.

Note 3. **Transfer Fee**. We have the right to condition our approval of any proposed sale or transfer of any interest in your Area Representative Business or the Area Representative Agreement on various factors, including your payment of a transfer fee amounting to $10,000. Generally, we do not charge a transfer fee if you transfer your interest in the Area Representative Agreement to a majority owned corporation or limited liability company formed by you solely for the purpose of operating the Area Representative Business.

Note 4. **Insurance**. You must maintain the appropriate insurance to cover the duties and acts of its Area Representative Business and/or as required by law, including but not limited to general business insurance. We recommend but do not require you to obtain an errors and omissions policy.

Note 5. **Additional/Ongoing Training**. We do not charge a fee for initial training for the first three attendees. Subject to the availability of our training personnel, we will train your additional and/or replacement managers at our then-current tuition fee. We may also provide you with ongoing training and/or refresher training, at our sole discretion, at our then-current tuition fee. You shall be responsible for the costs of meals, lodging, and transportation associated with attending additional/ongoing training. We may provide you with additional on-site assistance, subject to the availability of our personnel, at our then-current tuition fee. You must also pay for any travel, meal, lodging, and payroll expenses we incur in connection with providing on-site assistance.

Note 6. **Audit and Inspection Costs**. You must maintain accurate business records, reports, accounts, books, and data relating to the operation of the Area Representative Business. We and our designees have the right to inspect and/or audit your business records at any time during normal business hours. If any audit reveals that you: (a) improperly allocated revenues and expenses between any Training Location or the Area Representative Business and any other business; (b) understated royalty fee payments, or local advertising expenditures, by more than 2% for any Training Locations; or (c) failed to submit timely reports and/or remittances for any two reporting periods within any 12-month period, you must pay the reasonable cost of such audit and/or inspection, including the cost of outside auditors and attorneys (to the extent we incur such costs), together with amounts due for royalty and other fees as a result of such underreporting and/or failure to submit reports, along with all late fees and interest which may otherwise be due under the Area Representative Agreement.

Note 7. **Financial Records and Reports**. You must maintain all of the records and reports required under the Area Representative Agreement, as well as the records and reports of System franchisees in your Area Representative Development Area. All reports required under the Area Representative Agreement must be prepared by a designated bookkeeper that is approved by us.

Note 8. **Indemnification**. You and your principals agree to indemnify, defend and hold us, our affiliates, and our respective shareholders, directors, officers, employees, agents, successors and assignees (“Indemnitees”) harmless against and to reimburse the Indemnities for all claims, including any and all taxes, directly or indirectly arising out of, in whole or in part: (a) your solicitation of prospective franchisees and the provision by you of ongoing services to Area Representative Development Area franchisees; (b) the operation of the Area Representative Business and any Franchised Business(s), including the use, condition, construction and buildout, equipping, decorating, maintenance, or operation of any training facility or Area Representative-owned Franchised Businesses you may operate now or in the future; (c) your advertising; (d) the use of the Proprietary Marks and other proprietary material; (e) the transfer of any interest in this Agreement your Franchised Business(s) in any manner not in accordance with this Agreement; (f) the infringement, alleged infringement, or any other violation or alleged violation by you or your principals of any patent, mark, or copyright, or other proprietary right owned or controlled by third parties; or (g) libel, slander or any other form of defamation of Franchisor, the System, other area representatives or developers operating under the System, by you or any of your principals or employees (the “Claims”). We shall have the right to defend any Claim against us in the manner as we deem appropriate or desirable in our sole discretion. Our defense of any action will not diminish your and each of your principals’ obligation to indemnify the Indemnitees and to hold them harmless. This indemnity shall continue in full force and effect subsequent to and regardless of the expiration or termination of the Area Representative Agreement.

Note 9. **Post-Termination and Post-Expiration Expenses**. Upon termination, expiration, non-renewal, and/or transfer of the Area Representative Agreement for any reason, you must pay for all costs and expenses associated with ceasing operations and de-identifying yourself with the Area Representative Business and our System.

Note 10. **Collection Costs, Attorneys' Fees, and Interest**. Any late payment or underpayment of fees due to us under the Area Representative Agreement, and any other charges or fees you owe us, will bear interest from the due date until paid at the lesser of 18% interest per year or the highest lawful interest rate which we may charge for commercial transactions in the state in which your Area Representative Business is located. If you are in breach or default of any monetary or non-monetary material obligation under the Area Representative Agreement or any related agreement between you and us, and we engage an attorney to enforce our respective rights (whether or not we initiate formal judicial proceedings), you must pay all costs to collect fees, reasonable attorneys' fees, court costs, litigation expenses we incur. If you institute any legal action to interpret or enforce the terms of the Area Representative Agreement and your claim is denied or the action is dismissed, you must reimburse us our reasonable attorneys' fees, and all other reasonable costs any expenses incurred in defending against the action. We are entitled, under the Area Representative Agreement, to have the costs listed above awarded as part of the judgment in the proceeding.

ITEM 7
ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Low Estimate	High Estimate	Method of Payment	When Due	To Whom Payment Is to be
Initial Area Representative Fee[1]	$150,000	$400,000	Lump sum	Upon signing Area Representative Agreement	Franchisor
Computer, Smartphone, Software, Peripherals, and Other Office Equipment[2]	$0	$2,500	As incurred	As incurred	Suppliers
Business Licenses[3]	$100	$1,000	Lump sum	As incurred	State and local agencies
Insurance[4]	$500	$3,000	Lump sum	As incurred	Insurance company
Training Lodging & Travel Expenses[5]	$2,000	$5,000	As incurred	As incurred	Third parties
Vehicle Lease[6]	$500	$3,000	Prior to opening	As incurred	Third parties
Professional Fees[7]	$1,000	$2,500	As agreed	As incurred	Third parties
Additional Funds – 3 months[8]	$20,000	$30,000	As incurred	As incurred	Third parties
TOTAL[9]	**$174,100**	**$447,000**			

*Unless otherwise noted below, the expenses listed above are non-refundable.

Notes:

(1) Initial Area Representative Fee. You must pay an Area Representative Fee upon signing the Area Representative Agreement, which will generally range from $150,000 to $400,000, depending on the population contained in your Area Representative Development Area. The Area Representative Fee is calculated based on population at $0.10 per person in the Area Representative Development Area. See Item 5 for further information.

(2) Computer, Smartphone, Software, Peripherals, and Other Office Equipment. The costs of these items are dependent on the size and configuration of your Area Representative Business. This estimate includes those items required in addition to the items required in your training store; i.e. computers, a phone system and printer that meets our specifications and standards, a desk, filing cabinets, and related office supplies. The low end is based on the assumption that you already have all of these items in your training store.

(3) Business Licenses. This estimate includes any costs of registering as a broker or salesperson with any state agency and the costs of business license you are required to obtain for the operation of your Area Representative Business, if any. This estimate does not include the cost of business licenses for your Training Location, which are set forth in a separate disclosure document.

(4) Insurance. Insurance must be obtained to meet the minimum requirements established by the System Standards.

(5) Training, Lodging, and Travel Expenses. We provide initial training to you (and 2 personnel) without charge, but you are responsible for all compensation, travel, and living expenses. This estimate is for the cost for you and up to 2 of your personnel to attend initial training in Connecticut. The actual cost will depend on your point of origin, method of travel, class of accommodation, and dining choices.

(6) Vehicle Lease. An Area Representative will need a vehicle to provide site selection checks, meet with prospects, assist in franchisee opening, maintain periodic contacts with the franchisees, etc. The low estimate assumes you already have a vehicle. The high end estimates the costs of leasing and operating one vehicle to use in the Area Representative Business. The cost varies depending on the type of vehicle, gas mileage, maintenance, used or new, lease or purchase, financing rates, and other variables. We do not require you to have any signage on your vehicle. We do not place any restrictions on the age, make, or model of your vehicle, but reserve the right to do so in the future.

(7) Professional Fees. If you obtain legal and accounting services to help with business formation, review of contracts, financing documents and leases, setting up of books and records and other services. This amount varies greatly depending on the services performed and rates prevailing in your market.

(8) Additional Funds – 3 months. This item estimates your initial startup expenses during the first three months after opening your Area Representative Business. These estimates include the Local Advertising Requirement and payroll costs during your first three months of operation. The low estimate assumes you will operate as the Area Representative and will not incur additional payroll costs for any employees. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business.

(9) TOTAL. We relied on our experience in developing the System to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not offer financing directly or indirectly for any part of the initial investment for your Area Representative Business. The availability and terms of financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions for which you may request a loan.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Area Representative Business in strict conformance with our methods, standards, and specifications which we prescribe in our Area Representative Agreement, as well as our confidential operating manual and various other confidential manuals and writings prepared for use by you (collectively the "Operations Manual"). We may change our methods, standards, and specifications at our sole discretion. The Operations Manual covers nearly all aspects of your Restaurant's operations, such as food preparation and presentation techniques, employee training, and Restaurant management. You must ensure your compliance with all federal, state, and local laws and regulations and must obtain our prior written consent before changing any of our standards or specifications for establishing and operating a Restaurant to comply with applicable laws and regulations.

You must operate your Area Representative Business in a manner that will enhance the image intended by us for the System. We reserve the right to formulate and modify our standards and specifications for operating an Area Representative Business. Our standards and specifications are described in the Area Representative Agreement, the Operations Manual, and other written documents. We have the right, under the Area Representative Agreement, to change the standards and specifications applicable to the operation of the Area Representative Business by written notice to you or through changes in the Operations Manual. You may incur an increased cost to comply with these changes at your own expense; however, no change will materially alter your fundamental rights under the Area Representative Agreement.

We may require you to use a designated supplier for general marketing production and services. In addition, the terms of the Franchise Agreement and the Item 8 disclosures of the form of disclosure document that contains the single-unit franchise offering will apply to all Restaurants that you open and operate as part of your Area Representative Business.

Though we do not anticipate that there will be required purchases from approved suppliers as a result of the operation of your Area Representative Business, we reserve the right to derive revenue from any required purchases from approved suppliers. As of our fiscal year end December 31, 2024, neither we nor our affiliate derived any revenue from required area representative purchases or leases. We do not presently receive rebates from vendors as a result of area representative purchases. If we receive any rebates or allowances from suppliers, these sums will not reduce any amounts owed to the suppliers by you. If we do receive rebates, there are no restrictions on how we can use these rebates. No franchisor officer owns an interest in any supplier.

The total percentage of required purchases of good or services relative to your total cost of purchases to establish the Area Representative Business is 85% to 90%.

We have not established negotiated pricing arrangements for the benefit of our area representative franchisees with any Approved Suppliers, but we may do so in the future. If we enter into negotiated pricing arrangements with Approved Suppliers, you may be able to purchase certain items from these suppliers at a reduced rate as a result of the negotiated purchase arrangement. We do not currently receive any material benefits as a result of franchisee purchases with any Approved Supplier. We and our affiliates do not presently and have not in the past received consideration from negotiating any purchasing arrangements with suppliers on behalf of franchisees, but we may do so in the future.

Advertising

We must approve all advertising before first publication or use. Our advertising requirements are discussed more fully in Item 11 of this Disclosure Document.

Insurance

You will be required to procure and maintain insurance in the amounts we prescribe. You agree to provide us with proof of coverage on demand.

All insurance policies must be written by an insurance company with a Best's Insurance Guide minimum rating of A-VIII or better. All policies must include a waiver of subrogation in favor of us. In addition to the information listed above, you agree to carry such insurance as may be required by the lease of your location, by any lender or equipment lessor you select, and such workers' compensation insurance as may be required by applicable law. You must add us, and any parties we may designate, to all insurance contracts as additional insureds under your insurance policies at your cost.

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 AREA REPRESENTATIVE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	1.6	Items 7, 11 and 12
b. Pre-opening purchases/ leases	5.2	Items 7 and 8
c. Site development and other pre- opening requirements	4.1 and 5.2	Items 6, 7, 8 and 11
d. Initial and ongoing training	1.7.6, 4.1, 4.6, 5.2, 5.8, 5.9 and 5.14	Item 11
e. Opening	1.6, 5.2, and 5.9	Item 11
f. Fees	Data Sheet, 1.6, 2, 3.5, 4.10, 5.14, 5.2, 5.11, 6.2, 6.3, 8.1, 8.2, 8.3 and 8.5	Items 5 and 6
g. Compliance with standards and policies/operations manual	1.1, 3.3, 3.4, 4.2, 4.3, 4.4, 5.3, 5.4, 5.5, 5.6, 5.7, 5.9, 5.10, 5.12, 6.1, 7.1, and 16	Item 8 and 11
h. Trademarks and proprietary information	1.1, 1.3, 1.5, 4.7, 7 and 14	Items 13 and 14
i. Restrictions on products/ services offered	1.5, 5.5 and 5.9	Item 8, 12 and 16
j. Warranty and customer service requirements	5.9.11	Item 15
k. Territorial development and sales quotas	1.2, 1.6 and 3	Items 12 and 17
l. Ongoing product/service purchases	5.9	Item 8 and 11
m. Maintenance, appearance, and remodeling requirements	5.9 and 10	Item 6, 8 and 11

OBLIGATION	SECTION IN AREA REPRESENTATIVE AGREEMENT	DISCLOSURE DOCUMENT ITEM
n. Insurance	11	Items 6 and 8
o. Advertising	5.4, 5.9, 6, 10, 12.3.4, and 15.1.2	Items 6 and 11
p. Indemnification	10	Item 6
q. Owner's participation/management/staffing	5.3, 5.9.8 and 13.2	Items 11 and 15
r. Records and reports	5.9.10, 5.17, 8.4, 8.5, 8.7, and 13.10	Item 6
s. Inspections and audits	4.11, 5.9, 5.12, 5.17, 8.7, and 12.3	Items 6 and 11
t. Transfer	12.1.3 and 13	Item 17
u. Renewal	1.7	Item 17
v. Post term obligations	15	Item 17
w. Noncompetition covenants	14	Item 17
x. Dispute resolution	18	Item 17
y. Personal Guaranty	21	Item 15 and 17

ITEM 10
FINANCING

We and our affiliates do not offer direct or indirect financing arrangements for any purpose in establishing or operating your AR Business. We and our affiliates do not guarantee your promissory note, lease, or any other obligation you may make to others.

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

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

Pre-Opening Obligations
Before you begin to develop your AR Development Area, we will:

1. Designate your exclusive AR Development Area. (Section 1.2 of the Area Representative Agreement ("ARA")).

2. Provide you, as we deem necessary in our sole discretion, with access to promotional materials developed by us or designated third parties used by other franchisees and corporate stores. (Section 4.2 of the ARA).

3. Provide a tuition-free training program for you and up to two additional persons that covers certain aspects of our System, franchisee training techniques, as well as other subjects we deem appropriate, at our headquarters or another location we designate. You must complete these training sessions in accordance with the AR Mandatory Development Schedule. Notwithstanding anything to the contrary contained in

this Section, if there are existing franchisees within the Development Area, Franchisor may require Area Representative to complete all initial training described in this Section within thirty (30) days of executing this Agreement. All trainees whom you designate must attend the training course at the same time. All training related expenses, including you and your additional trainees' transportation to and from the training site, lodging, meals, and salaries during training, are your sole responsibility. (Section 4.1 of the ARA).

TRAINING TABALE

Our Area Representative Training Program is described below:

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Introduction to the system	0 hours	5-10 hours	Online or at Our headquarters or other location we designate
Site Selection, Design, Development, Business Basics	0 hours	5-10 hours	Online or at Our headquarters or other location we designate
Hiring, Training and Technology	0 hours	5-10 hours	Online or at Our headquarters or other location we designate
Ongoing Management and Local Store Marketing	0 hours	5-10 hours	Online or at Our headquarters or other location we designate
Store Operations	0 hours	30-40 hours	Online or at Our headquarters or other location we designate
TOTALS	**0 hours**	**50-80 hours**	

Training classes will be scheduled in accordance with the needs of new area representatives and franchisees. Training will be held at business location in Glastonbury, CT. 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.

The instructional materials consist of the Brand Standards Manual and other materials, lectures, discussions, and on-the-job demonstration and practice. The "classroom training" includes some self-directed review and training.

Training classes will be led or supervised by Judy Flynn, Annie McCall-Sink, and Emily Bucior. Their experience is described in Item 2. They each have less than 1 year of experience in our industry, and less than 1 year of experience with us or our affiliates.

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

You must attend training. You may send up to two additional people to training. You must complete training to our satisfaction at least one week before opening your business.

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

<u>Post-Opening Obligations</u>

1. Upon request by you, we may review your operations and techniques in the area of franchise sales and support services, and may suggest methods of improvement. We may provide you, from time to time, as we deem appropriate in our sole discretion, such merchandising, marketing and other information and advice as may from time to time be developed by us and deemed by us to be helpful in the management and operation of an Area Representative Business. (Section 4.4 of the ARA).

2. We will reasonably prepare and keep current our form of Franchise Disclosure Document for your AR Development Area. We will also file our franchise documents in those states requiring pre-sale franchise registration. You must complete and keep current the salesman disclosure forms to be submitted with our registration applications, register yourself as a sales agent in those states requiring sales agent registration; and comply with any other federal, state, or local law governing your Area Representative Business. (Section 4.5 of the ARA).

3. You are required to spend not less than $1,000 each month on advertising for the purpose of generating leads for franchises within your AR Development Area (the "AR Local Advertising Requirement"). We may require you to provide us an annual plan for your expenditure of the AR Local Advertising Requirement. An advertising and promotional program budget will be submitted by you each quarter and we will work with you to mutually agree upon a budget at least fifteen (15) days prior to the beginning of each calendar quarter. You must also submit to us for prior approval all sales, promotional, advertising, and other materials relating to recruiting new franchisees. We will notify you of our approval of the proposed materials and programs within 15 business days after our receipt of the materials, but if we fail to respond within this time period, such materials shall be deemed disapproved. We will provide written permission, as we deem appropriate, prior to your attending any trade shows and prior to your engaging in any solicitations outside of your Development Area. We are not required to spend any amount on advertising in your Development Area but reserve the right to do so in our sole discretion. (Section 6.2 of the ARA).

4. We retain the sole right to negotiate with prospects and to formulate and make policy decisions concerning every aspect of sales, promotions, advertising, and other programs. You may not make any statement, projection, or other description of potential earnings, costs, or profits to any third party other than as stated in our then-current form of Franchise Agreement and Franchise Disclosure Document for the Development Area. There are no area representative sales, promotions, advertising, or other programs. We reserve the right to begin any of the aforementioned, as we deem necessary. (Sections 5.4 and 5.4.1 of the ARA).

5. You must submit to us written and completed applications of all qualified prospective franchisees together with any additional information and comments, including credit and criminal background information, which we may specify. We shall use reasonable best efforts to promptly process all prospective franchisee applications forwarded to us by you and shall not unreasonably withhold our approval of any prospective franchisee, provided such prospect meets the educational, professional, managerial, business, financial and other qualifications as we may from time to time prescribe for new franchisees. Our determination, over which we will have complete discretion, will be final and binding. (Sections 4.8, 5.4.7, and 5.5 of the ARA).

6. We may provide you with assistance in all matters relating to the operation of an Area Representative Business, as we deem necessary in our sole discretion. Our advice and consultation may include addressing issues such as marketing and sales, management of multiple Franchised Businesses, operational problems, and providing you with an analysis of your performance in such areas. This operating assistance may be made available via telephone, email, or another method of communication selected by us. We may require you and your employees' attendance at additional or ongoing training programs. Such programs will be provided at our then-current tuition rate for such training. (Section 4.6 of the ARA).

7. We may, but are not required to, design and provide to you one webpage for the promotion of the Area Representative Business on our website. If we choose to create such a website, we will be the web master, either directly or through a third party, and will have sole discretion and control over such site. We will review and execute, subject to our approval, requested changes to your webpage. You are prohibited from conducting the following activities without our prior written approval: (i) maintaining an individual website related in any respect to the System; (ii) establishing a URL incorporating any variation of our name or the Proprietary Marks; or (iii) promoting or otherwise listing your Area Representative Business,

the Proprietary Marks, or System on any social media or networking site, including without limitation, Facebook, LinkedIn, Plaxo, Instagram, Twitter or YouTube. We reserve the right to modify our policies and procedures regarding your use of social media and the Internet, as we deem appropriate for the best interests of the System and Proprietary Marks. (Section 4.7 of the ARA).

8. We retain the right to designate any area, including your Development Area under an Area Representative Agreement, for the purposes of establishing a Cooperative (as defined above). You must, at our option, administer any Cooperative we may create within your Development Area. (Section 6.3 of the ARA).

9. We shall provide for the collection of and distribution to you of your share of initial franchise, royalty, renewal, and transfer fees received from each franchisee operating in the AR Development Area excluding any pre-existing franchisees as described in your Area Representative Agreement. (Section 4.10 of the ARA). Based on your compliance with the Area Representative Agreement, and any other agreements between you and us or our affiliates, we will remit to you:

a) 25% of any initial franchise fees actually received from franchisees in the AR Development Area, after any payments made to brokers, within 15 days of actually receiving such fees from franchises, and an additional 25% of any initial franchise fee, after any payments made to brokers, within 30 days of the franchisee opening its Franchised Business. If we or a third-party identify and recruit a prospect that signs a franchise agreement in your territory, you shall not receive a split of the initial franchise fee. (Section 8.2.1 of the ARA); and

b) 50% of all royalty fees (as described in the individual Franchise Agreements of each franchisee in your AR Development Area) collected from franchisees within the AR Development Area, which will be calculated based on the amounts we actually collect from these franchisees in the form of ongoing royalty fees, less any broker fees. We will remit these amounts to you on or before the 15th of each month based on the royalties actually collected during the preceding month. You agree and acknowledge that you must pay the full amount of royalty fees owed in connection with your Training Location and any other locations you open, and that you will receive 50% of the royalty fees earned by us from that location (Section 8.2.2 of the ARA).

c) Your right to the remuneration described above is conditioned upon your providing all other pre-signing, initial, and ongoing services set forth in the Area Representative Agreement. (Section 8.3 of the ARA). Your right to receive remuneration will end upon termination, expiration, or transfer of the Area Representative Agreement. (Section 8.2 of the ARA). You are not entitled to any share of any other fees paid by franchisees you recruit within your AR Development Area. (Section 8.6 of the ARA). You are not entitled to receive remuneration based on royalties or other fees we receive from franchisees that entered into franchise agreements with us prior to your execution of your Area Representative Agreement. (Section 8.8 of the ARA). We will have sole discretion as to the terms and conditions of collections from System franchisees, including the right to defer or refund initial franchise fees, and any such deferred payments do not become payable to you until and unless such fees are paid to us by System franchisees. In the event we refund any amount collected or if a franchisee for any reason owes an amount to us, we have the right to either deduct from any payments due to you, our portion of any amount so refunded or any amount owed to us, or to require you to remit any such portion of the refunded amount or other amounts to us immediately upon request. We have no liability to Area Representative for payments in the event that any System franchisee, for any reason, fails to pay any fee owed to us (Section 8.10 of the ARA).

10. We will continue our efforts to maintain high standards of quality, professionalism, and service of the Area Representative Business, and to that end, may conduct inspections of any business premises operated hereunder by you in the Area Representative Business, and closely monitor your promotional efforts and service efforts, with may include, without limitation, contacting prospective and existing franchisees and monitoring your sales presentations. (Section 4.11 of the ARA).

11. We and our designees have the right to inspect and/or audit your business records at any time during normal business hours to determine whether you are current with suppliers and are otherwise operating in compliance with the terms of the Area Representative Agreement and the Manuals. (Section 8.7 of the ARA).

12. We have the right to establish regional advertising cooperatives and franchisee advisory councils. The advisory council serves in an advisory capacity only and does not have operational or decision-making power. (Sections 6.3 and 6.4 of the ARA).

Computer System

You must maintain a phone number, email address, and laptop computer that can access the internet and is equipped with current versions of Windows, Microsoft Office and any other software required by Franchisor. (Section 5.16 of the ARA).

ITEM 12
TERRITORY

Approved Location and Relocation

The Area Representative Agreement grants you the right to act as our independent representative to coordinate the development of an exclusive Area Representative Development Area by: (i) recruiting franchisees to operate Restaurants under the Proprietary Marks; (ii) providing initial and continuing operational and supervisory assistance to franchisees within the Area Representative Development Area; and (iii) otherwise administering the System within the Area Representative Development Area. The size of your Area Representative Development Area will vary greatly depending on the Area Representative Fee you agree to pay, as well as factors related to the geographical area of your Area Representative Development Area, including, but not limited to, population density and marketing penetrability (the ability to market and advertise in that area).

For so long as you comply with the terms and conditions of your Area Representative Agreement, including the AR Mandatory Development Schedule discussed below, we will not contract with another third-party to serve as our Area Representative within your Area Representative Development Area.

All Restaurants developed under the Area Representative Agreement will be operated under the terms and conditions of our then-current form of Franchise Agreement. Your Area Representative Agreement grants you no right to enter into any agreements with prospective franchisees. You must sign our then-current form of Franchise Agreement for any Restaurant you wish to operate, whether inside or outside of your Area Representative Development Area.

In order to maintain your territory within the Development Area, you must adhere to the AR Mandatory Development Schedule set forth in the Area Representative Agreement. Your failure to meet the AR Mandatory Development Schedule will be considered a default under the Area Representative Agreement, and will give us a right to terminate you as an Area Representative or terminate your exclusive rights within the Area Representative Development Area. You must also ensure that the total cumulative number of Restaurants required under the AR Mandatory Development Schedule remain open and operating within the Area Representative Development Area throughout the term of your Area Representative Agreement, or we may terminate your Area Representative Agreement. Any franchisees within the Area Representative Development Area that have signed franchise agreements with us before you sign an Area Representative Agreement, or any similar outlets operated by us or our affiliates will not count towards your obligations under the AR Mandatory Development Schedule. You will not be entitled to any portion of the initial franchise fees paid to us or our affiliates by pre-existing franchisees, licensees, or affiliates within the Area Representative Development Area, and you are not entitled to receive the appropriate portion of the ongoing royalty, transfer, and renewal fees from these pre-existing franchisees, unless we agree otherwise.

Your Area Representative Business must be located within your Area Representative Development Area and we anticipate you will operate your Area Representative Business primarily from your home and/or your Training Location (if you elect to open one). You may relocate your Area Representative Business with our prior written consent, which we will not unreasonably withhold so long as: (i) the new location is within your Area Representative Development Area; or (ii) the new location is in reasonable proximity to your Area Representative Development Area and we believe you are capable of meeting your obligations under your Area Representative Agreement while operating from the new location. Relocation of your Training Location is governed by the terms of your Franchise Agreement for the Training Location.

Because we reserve the right to operate Restaurants at non-traditional sites in your Area Representative Development Area, you will not receive an exclusive territory. You may face competition from outlets that we own or otherwise operate from non-traditional sites, or from alternative channels of distribution or competitive brands we control.

We may not otherwise modify your Area Representative Development Area. Other than meeting the AR Mandatory Development Schedule, you are not required to achieve or maintain any given level of sales. Upon termination or expiration of the Area Representative Agreement, we will have the right to open and operate or license others to open and operate Restaurants in your Area Representative Development Area without providing any compensation to you.

We retain the right to engage the services of franchise brokers to assist us in franchise sales on a regional or national level. Any sales generated by our franchise brokers within your Development Area will be counted towards your requirements under the AR Mandatory Development Schedule, provided you afford franchisees recruited by our brokers with the initial and ongoing services outlined in the Area Representative Agreement. Your share of initial franchise fees, royalty fees, transfer fees, and renewal will be the net of any brokerage fees or administrative expenses we incur in generating leads in your Area Representative Development Area who eventually become franchisees. You may not engage or otherwise involve any third-party franchise broker in connection with the recruitment of prospective franchisees within your Area Representative Development Area, other than those brokers we approve or designate in writing.

Reservation of Rights under the Area Representative Agreement

Under the Area Representative Agreement, we reserve the right to: (i) sell an Area Representative Business under the System and Proprietary Marks at any location outside of the Area Representative Development Area; (ii) own and operate Restaurants or other businesses at any location(s) outside the Area Representative Development Area under the System and Proprietary Marks; (iii) license to others the right to own and operate Restaurants at any location(s) inside or outside the Area Representative Development Area under the System and Proprietary Marks, provided that you are entitled to receive the compensation described in Item 11 for any Restaurants licensed inside of your Area Representative Development Area; (iv) use the Proprietary Marks and System in connection with distributing and marketing services and products through any alternative channel of distribution, including the sale of products on the Internet or through supermarkets, grocery stores, other retail outlets, mail order catalogs, direct mail advertising, or other distribution methods, without regard to location; (v) own and operate restaurants or businesses, or market similar products and services, at any location(s) inside the Area Representative Development Area under different marks, or to license to others the right to own and operate restaurants or businesses, or market similar products and services at any location(s) inside Area Representative's Area Representative Development Area under different marks; (vi) negotiate and enter into agreements or approve forms of agreement to operate Restaurants under the Proprietary Marks and System in non-traditional venues in any location, including but not limited to train and bus stations, entertainment and sports complexes, pop-up or other temporary locations, amusement parks, grocery stores and educational institutions, both within and outside of the Area Representative Development Area; (vi) offer catering services and mobile units, both within and outside of the Area Representative Development Area; (vii) acquire, merge with, engage in joint ventures with, or otherwise affiliate with, and own and operate and franchise others the right to own and operate, any business of any kind, including businesses that offer products that are similar to those provided by Restaurants, within or outside the Area Representative Development Area, or be acquired by any business of any kind; and (viii) engage in any other activities not expressly prohibited in the Area Representative Agreement.

Alternative Channels of Distribution

Certain products or services from our affiliates, whether currently existing, in research and development, or developed in the future, may be distributed in your Area Representative Development Area by us or our affiliates, or our franchisees, licensees or designees, in the manner and through such channels of distribution as we determine at our sole discretion. Alternate channels of distribution include, but are not limited to, sale of products on the Internet or through supermarkets, grocery stores, other retail outlets, mail order catalogs, direct mail advertising, or other distribution methods, without regard to location. You are granted no rights: (i) to distribute the products as described in this paragraph; or (ii) to share in any of the proceeds from our activities through alternate channels of distribution.

We may enter into a fulfillment agreement with a third-party service provider for the preparation of "Fresh Monkee" branded menu items and products that are available for order on third-party delivery applications such as "Uber Eats", "Doordash", and "Postmates".

ITEM 13
TRADEMARKS

We grant you the right to operate a business specializing in the operations of a fast-casual restaurant offering freshly prepared, made to order protein shakes made with nutrient rich ingredients for on-premises and off-premises consumption under the Fresh Monkee® name and mark. The principal trademark which we will license to you is the word trademark "Fresh Monkee".

All of the Proprietary Marks are owned by The Fresh Monkee, LLC and licensed to us under a license agreement dated as of September 16, 2022, as may be amended from time to time (the "License Agreement"). Under the License Agreement, we have the non-exclusive worldwide right to use the Proprietary Marks and license others the right to use the Proprietary Marks in the United States. The License Agreement does not contain any significant limitation on our right to use or license the Proprietary Marks to you, is perpetual in duration, and may be terminated unilaterally by either party only upon a material breach of the License Agreement. Upon termination of the License Agreement, we must immediately discontinue the use of the Proprietary Marks and assign to The Fresh Monkee all of our franchise agreements licensing the use of the Proprietary Marks.

The following is a description of trademarks that we license to Restaurants, and for which we have a registration on the Principal Register of the United States Patent and Trademark Office ("USPTO"), and we have filed all required affidavits with respect to each of these trademarks:

Mark	Registration Number	Registration Date
FRESH MONKEE	4986736	June 28, 2016
	7161340	September 12, 2023

The following is a description of trademarks that we license to Restaurants, and for which we have a pending application on the Principal Register of the United States Patent and Trademark Office ("USPTO"). At this time, we do not have a registration for these trademarks. Therefore, these trademarks do not have many of the legal benefits and rights as a federally registered trademark. If your right to use this trademark is challenged, you may have to change to an alternative trademark which will increase your expenses. We have not been required to but will file all required affidavits with respect to each of these trademarks:

Mark	Registration Number	Registration Date
fresh monkee TRULY HEALTHY SHAKES	98784665	October 3, 2024
fresh monkee TRULY HEALTHY SHAKES	98784601	October 3, 2024

There are currently no effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court; no pending interference, opposition, or cancellation proceedings; nor any pending material litigation involving the Proprietary Marks.

You must promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use, the Proprietary Marks. We have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including the right to settle the proceedings or litigation. We have the exclusive right, but not the obligation, to affirmatively prosecute actions against third parties for infringement or threatened infringement of the Proprietary Marks.

We have the right, though not the obligation, to defend you against any third-party claim, suit, or demand arising solely out of your use of the Proprietary Marks in a manner expressly authorized by us. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with the Franchise Agreement and the Operating Manual, we will pay the cost of defending the action, including the cost of any judgment or settlement. If we, in our sole discretion, determine that you have not used the Proprietary Marks in accordance with the Franchise Agreement and the Operating Manual, you will be required to pay for the defense or to reimburse us for costs we incurred in providing the defense, including the cost of any judgment or settlement. In the event of any litigation relating to your use of the Proprietary Marks, you are required to sign all documents and assist us, as we deem necessary, to carry out the defense or prosecution including, without limitation, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Proprietary Marks in a manner not in accordance with the terms of the Franchise Agreement, we will reimburse you for your out-of-pocket costs in performing such acts.

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

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

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

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

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

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

During the term of the Area Representative Agreement, you will receive information which we consider trade secrets and confidential information. You may not, during the term of the Area Representative Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any trade secrets, copyrighted materials, operating procedures, sources of supply, supplier contracts, advertising materials, equipment specifications, any information contained in the Operating Manual, trade secrets, the proprietary recipes, and other methods, techniques and know-how concerning the operation of the Restaurant, and any and all other information related to your Restaurants or any Restaurant generally that is labeled proprietary or confidential ("Confidential Information"). You acknowledge and agree that certain information, including (i) current customer and prospective customer names and addresses, (ii) information about credit extensions to customers, (iii) customer service purchasing histories, (iv) rates charged to customers, and (v) sources of suppliers and purchasing arrangements with suppliers, also constitute the trade secrets and Confidential Information of us. You may divulge such Confidential Information only to your employees who must have access to it in order to perform their employment obligations. You must require your manager and any personnel having access to any of our Confidential Information to sign an agreement stating that they will maintain the confidentiality of information they receive in connection with their employment and restricting their right to work for a competitor while they are employed by you. Such an agreement, which will be in a form that we prescribe, will identify us as a third-party beneficiary to the agreement and will give us independent enforcement rights.

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

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

You or the manager you designate (with our approval) must devote reasonable best efforts and attention to the day-to-day operations of your Area Representative Business. If you designate a new manager, we reserve the right to approve the new manager and require the new manager to participate in our training programs prior to acting as a manager for you Area Representative Business.

You (or if you are a corporation, each of your shareholders, partners, or members with greater than 25% equity; or if you are a partnership, each of your general partners; or, if you are a limited liability company, each of your members or managers with greater than 25% control) must sign the form of personal guaranty attached as Exhibit B to the Area Representative Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You will seek leads for The Fresh Monkee franchises in your territory and provide the support and assistance we require. You must follow our procedures and all laws and regulations. We (and not you) enter into the franchise agreement with franchisees in your territory. We do not restrict your access to prospective franchisees in your territory.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE AREA REPRESENTATIVE RELATIONSHIP

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

	PROVISION	SECTION IN AREA REPRESENTATIVE AGREEMENT	SUMMARY
a.	Length of the franchise term	1.1, 3.1	Ten years. Your obligation to open and operate a certain number of Restaurants within your Development Area varies based on size of AR Development Area and number of Restaurants you are required to open under the Area Representative Agreement.
b.	Renewal or extension of the term	1.7	You may renew the agreement for one additional 10-year term with our approval.
c.	Requirements for you to renew or extend	1.7	We will approve a renewal, which means you and we enter a new area representative agreement, provided that you: (i) give notice of your intent to renew 6-12 months prior to expiration of current term; your compliance with System standards and the Area Representative Agreement during your current term; (ii) are in compliance with the terms of the Area Representative Agreement at the time of renewal and have substantially complied with the terms and conditions of the Area Representative Agreement; (iii) are not in breach of any other agreement with us, our affiliates or approved/designated suppliers; (iv) have satisfied all monetary obligations to us, our affiliates, or our approve/designated suppliers and vendors; (v) execute our then-current form of Area Representative Agreement, which may contain materially different terms and conditions than your first area representative agreement; (vi) complete our then-current training requirements; (vii) execute a general release in favor of us, our affiliates and other related parties; (viii) have satisfied the requirements to open Restaurants required by the Development Schedule; (ix) pay a Renewal Fee of

	PROVISION	SECTION IN AREA REPRESENTATIVE AGREEMENT	SUMMARY
			$10,000; and (x) agree to continue assisting all franchisees in the Development Area in the manner required by Area Representative Agreement.
d.	Termination by you	No provision	Not applicable.
e.	Termination by us without cause	No provision	Not applicable.
f.	Termination by us with cause	12	We have the right to terminate the Area Representative Agreement with cause.
g.	Cause defined – curable defaults	12.3, 12.4, and 3.3.1	The Area Representative Agreement will terminate after we provide you with notice and a thirty (30) day opportunity to cure if: (i) you fail to pay any money owed to us or our affiliates; (ii) you improperly allocate funds or fail to submit financial reports or other statements due under the Area Representative Agreement, or if an audit reveals that you have failed to submit timely report and/or remittances or have improperly allocated revenues and expenses between Restaurants or any other business; (iii) you fail to maintain sufficient levels of working capital to adequately meet your obligations under the Mandatory Development Schedule and the Area Representative Agreement; (iv) you fail to obtain our prior written approval for advertising materials or if you violate any of our other System policies set forth in our Manuals; (v) you fail to devote your reasonable best efforts to the development of the Development Area or attempt to offer or sell franchises under any other system; (vi) if you fail to complete your duties as set forth Section 5 of the Area Representative Agreement; or (vii) if 75% of the franchisees in the Development Area (provided you have recruited at least four franchisees in the Development Area) submit a written petition to us stating that you are not providing the franchisees with support as outlined in their individual franchise agreements. We have the right to terminate the Area Representative Agreement after providing notice and a 30-day cure period if you fail to perform or comply with any one or more term or condition contained in the Area Representative Agreement. The Area Representative Agreement will terminate with notice and a 120-day opportunity to cure if you otherwise fail to meet the Mandatory Development Schedule in Section 3.1 of the Area Representative Agreement. This is a one-time cure period that shall be applied to your first breach of the Mandatory Development Schedule, and any subsequent breaches shall subject you to immediate termination, as described below.
h.	Cause defined – non-curable	12.1	The Area Representative Agreement shall automatically terminate without notice or an opportunity to cure if: (i)

	PROVISION	SECTION IN AREA REPRESENTATIVE AGREEMENT	SUMMARY
	defaults		you file a voluntary petition for bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under federal or state bankruptcy or insolvency law, or consent or acquiesce in the appointment of a trustee or receiver for you, the business, or any individual Training Location operated by you; (ii) if proceedings are commenced to have you adjudicated bankrupt or to seek your reorganization under any state or federal bankruptcy law and if such proceedings are not dismissed within 60 days, or if a trustee or receiver is appointed for you or the business without your consent, and the appointment is not vacated within 60 days; (iii) if you make an unauthorized transfer; (iv) if a final judgment against you remains unsatisfied or of record for 30 calendar days unless supersedeas bond is filed; or (v) if you are dissolved and not reformed within 30 calendar days; We have the right to terminate with notice if: (i) you plead guilty or no contest or are convicted of a crime or offense relating to the operation of the Area Representative Business; (ii) you or any of your principals commit any fraud or misrepresentation; (iii) you or any of your principals make any material misrepresentation or omission in connection with your application including any misrepresentation about your financial or managerial capacity; (iv) you fail to complete training; (v) you receive two or more notices of default of the Area Representative Agreement and/or any Franchise Agreement in any twelve month period; (vi) you fail to keep the cumulative number of Restaurants required in the development schedule open and operating during the term of the agreement; (vii) you or your principals materially breach or threatens to materially breach any of your franchise agreements or any other agreement with us or our affiliates or suppliers and fail to cure such breach within the cure period; (viii) you misuse or make any unauthorized use of the Proprietary Marks or confidential information; (ix) you violate your in-term covenant not to compete in any manner; (x) a levy of writ of attachment or execution or any other lien is placed against you, your principals, or any of their assets, which is not released or bonded against within 30 days; (xi) if you or any of your principals become insolvent; (xii) you fail, within 15 calendar days after notification of non-compliance by federal, state or local government authorities, to comply with any law or regulation applicable to the Area Representative Business or an individual Restaurant; (vii) you make any unauthorized earnings or other claims in the process of recruiting franchisees; (xiii) if any government action is taken against you that results in any

	PROVISION	SECTION IN AREA REPRESENTATIVE AGREEMENT	SUMMARY
			obligation upon us which in our sole judgment is uneconomical, not in the best interests of us, or would result in us having an unintended relationship or obligation; (xiv) you fail to comply with the anti-terrorist provisions of the Area Representative Agreement; (xv) you advise, guide or otherwise provide information to any franchisee that causes the franchisee to breach any term, covenant or other obligation under its individual franchise agreement; (xvi) you fail to obtain our prior written approval or consent for any occasion when such approval or consent is required; (xvii) you cease to operate and/or support any of the Restaurants opened pursuant to the terms of this Agreement; (xviii) you open any Restaurant for business before a franchise agreement for such Restaurant has been fully executed and the initial franchise fee due to Franchisor has been paid; (xix) you fail to apply for, obtain and maintain any required permits, licenses or state approvals associated with being a franchise broker and/or franchise sales agent under any state or federal law applicable within any portion of the Development Area; (xx) you create an alternative profit center not approved by Us related to your Area Representative Agreement; or (xxi) you make any financial misrepresentation or illegal disclosure in the solicitation of prospective franchisees that would violate any federal, state or local law governing franchise sales and/or disclosure.
i.	Your obligations on termination/ non-renewal	15	Cease using the Proprietary Marks; return all signs, Manuals, brochures, advertising materials, forms, invoices and other materials containing the Proprietary Marks or otherwise identifying or relating to the System and allow us to remove all such items from your offices and Restaurants without liability; cancel any and all fictitious or assumed names relating to your use of the System or any Proprietary Marks; cease using all telephone numbers and listings and transfer all such numbers and listings of the business to us; within 5 days, turn over all lists, names and other data relating to all third parties that you solicited or contacted regarding the purchase or potential purchase of a franchised business, including current franchisees; furnish evidence of compliance with these obligations within 30 days of termination; and pay us what you owe us, including any damages, costs and expenses.
j.	Assignment of contract by us	13.11	Fully transferable by us.
k.	"Transfer" by you - definition	13.1 & 13.5	You shall not sell, transfer, or assign your interest without our prior written consent. A sale, transfer or assignment requiring our prior written consent occurs: (i) if you are a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of your voting stock, or any

	PROVISION	SECTION IN AREA REPRESENTATIVE AGREEMENT	SUMMARY
			increase in the number of outstanding shares of your voting stock which results in a change in ownership; (ii) if you are a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; (iii) if you are a limited liability company, upon any assignment, sale, pledge or transfer of any fractional portion of any interest in the limited liability company; or (iv) upon the sale or transfer of any portion of your rights under the Area Representative Agreement.
l.	Our approval of transfer by franchisee	13.1	Our approval of any transfer is required before you transfer the Franchise to a third party.
m.	Conditions for our approval of transfer	13.7	We may condition our approval of a proposed transferee based on whether: (i) all of your accrued monetary obligations to us, our affiliates, and designated suppliers/vendors are satisfied; (ii) you have cured all existing defaults under all agreements with us, your landlords, and our designated suppliers/vendors and you have substantially complied with such agreements; (iii) you or your principals and the transferee have signed a general and mutual release; (iv) you or the transferee provide us with a copy of the purchase agreement relating to the proposed transfer not less than thirty (30) days prior to the anticipated closing date of the transaction; (v) the transferee meets our standards as to character, financial resources, and willingness to assume the existing obligations under the Area Representative Agreement; (vi) you and/or the transferee provides any additional or substitute personal guaranties as we deem necessary; (vii) the transferee signs our then- current form of Area Representative Agreement; (viii) you or the transferee pays us a transfer fee of $25,000; (ix) transferee satisfactorily completes our training program; (x) you and, if applicable, your principals and family members, agree to comply with the post-termination provisions of the Area Representative Agreement; (xi) the transferee obtains all required licenses and permits; (xii) all lessors, creditors, or other parties, to the extent required, have consent to the proposed transfer; (xiii) the transfer is made in compliance with any applicable state and federal laws; (xiv) the purchase price and terms of the proposed transfer are not so burdensome as to impair the future operation of the Area Representative Business; (xv) you request that we provide the prospective transferee with the then-current form of FDD and that we shall not be liable for any representations not included in the FDD; (xvi) you obtain our approval prior to using any materials describing us, the System, the Area Representative Business or the Restaurants in connection with the proposed transfer; (xvii) our approval of the transfer does not constitute a waiver of any claims we may have against

	PROVISION	SECTION IN AREA REPRESENTATIVE AGREEMENT	SUMMARY
			you; (xviii) we have the right to disclose to the prospective transferee revenue reports and other financial information concerning you, your Area Representative Business, or the Training Locations and you agree not to make any false or misleading statements in connection with the transfer; and (xix) you train the transferee for the two months preceding and the two months subsequent to the transfer (or as we otherwise specify). The transfer must not occur during the first year of this Agreement, and we may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances.
n.	Our right of first refusal to acquire your business	13.6	If you propose to transfer either the Area Representative Agreement or all, or substantially all, of the assets used in connection with the Area Representative Business or your Restaurants, you must first offer to sell such interest to us on the same terms and conditions as offered by such third party. If we elect not to accept the offer within a 30-day period, you will have a period not to exceed 60 days to complete the transfer offered to us, subject to the conditions for approval outlined in the Area Representative Agreement.
o.	Our option to purchase your business	13.12	We have the option to purchase the assets used in connection with the operation of the Area Representative Business, including but not limited to, all furniture, fixtures, and equipment, if any, and the Area Representative Agreement at any point after the three-year anniversary of the Area Representative Agreement. If we elect to do so, the purchase price will be the greater of: (a) 250% of the Area Representative Fee; or (b) four times the amount of all remuneration received by you from us in the previous calendar year.
p.	Your death or disability	13.4	Your legal representative shall have the right to continue the area representative business if certain conditions are met. The legal representative must obtain our written permission within ninety days of your death/disability and must execute the then-current area representative agreement and personal guaranty and completes franchisee training.
q.	Non-competition covenants during the term of the franchise	14.1 & as required under your individual Franchise Agreement	During the term of this Agreement, neither Area Representative, Area Representative's officers, directors, or principals, not any members of the immediate family of Area Representative or Area Representative's officers, directors, or principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation: Own, engage in, be employed in sales management or purchasing by, advise, assist, invest in, franchise, make loans to, or have any other interest, whether financial or otherwise, in in any other Shake restaurant business or restaurant business which offers products and services that are the same or substantially similar to the approved

	PROVISION	SECTION IN AREA REPRESENTATIVE AGREEMENT	SUMMARY
			products and services that Area Representative and franchisees are authorized to provide, now or in the future, at Restaurant locations (except for other Fresh Monkee Restaurants operated under franchise agreements entered into with us or Fresh Monkee Restaurants in which you or your owners have an ownership interest) (a “Competing Business”). "Shakes" as used throughout this Agreement means and includes food items that are comprised of: (i) protein shake or smoothies; and (ii) any other establishment that generates twenty percent (20%) or more of its revenue from the combined sale of shakes, smoothies, or any other approved products that we permit you to sell at your Restaurant, provided, however, that this Section does not apply to Area Representative’s operation of any other Restaurant under the Proprietary Marks and System; Solicit or employ, directly or indirectly, any person who is employed by Franchisor, by any entity controlled by or affiliated with Franchisor or by any other of Franchisor’s franchisees if that solicitation or employment results in that person terminating her or her present employment and working for Area Representative, or if that solicitation or employment results in that person working in or for or operating a Competing Business.
r.	Non-competition covenants after the franchise is terminated or expires	14.2	For a period of one (1) year after termination or expiration of this Agreement, Area Representative will not, directly or indirectly for the benefit of Area Representative or Area Representative’s owners, or through or on behalf of or in conjunction with any other person, partnership or corporation, own, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any other interest, whether financial or otherwise, in any Competing Business located or regularly selling at the premises of the Competing Business or through mobile points of service (e.g., food trucks, kiosks, or tents) or from other Competing Business or fixed location within ten (10) miles of the Development Area or within five (5) miles of any Fresh Monkee Restaurant in any state in which Area Representative operated, excluding ownership of less than ten percent (10%) of the stock of shares in any corporation whose stock is publicly traded; provided, however, that this Section does not apply to Area Representative’s operation of any other System Restaurant; In the event that Franchisor chooses to exercise the Option set forth in Section 13.12 of the Agreement, the parties acknowledge that the transaction will be deemed the sale of a business. Accordingly, the duration of Area Representative’s post-term covenants against competition contained in Section 14.2.3 will be extended to five (5) years in consideration for the Purchase Price, as tolled during any period of default by

	PROVISION	SECTION IN AREA REPRESENTATIVE AGREEMENT	SUMMARY
			Area Representative.
s.	Modification of the Franchise Agreement	16	Must be in writing signed by the parties, except the Manuals which are subject to change.
t.	Integration/ merger clauses	19.1	Only the terms of the Area Representative Agreement are binding (subject to state law). Any representations or promises made outside the disclosure document and the Area Representative Agreement may not be enforceable. Nothing in the Area Representative Agreement or any other agreement is intended to disclaim the representations made in this Disclosure Document.
u.	Dispute resolution by arbitration or mediation	18.2 and 18.3	The Area Representative Agreements requires disputes to be submitted first to mediation in Connecticut and then to binding arbitration in Connecticut. There is an exception permitting claims for temporary or preliminary injunctive relief to be asserted in state or federal courts in or over Glastonbury, Connecticut to prevent irreparable harm pending arbitration. The arbitrator has no authority to award punitive damages. These provisions are subject to state law.
v.	Choice of forum	18.4	Any mediation, arbitration or litigation must be held and conducted in Glastonbury, Connecticut or federal courts over Glastonbury, Connecticut. These provisions are subject to state law.
w.	Choice of law	18.1	The Area Representative Agreement, and the parties' relationship, and all disputes arising from or related to them are governed by the laws of the State of Connecticut excluding the Connecticut Franchise Act except with respect to Fresh Monkee Restaurants which are physically located in Connecticut. (subject to state law)

ITEM 18
PUBLIC FIGURES

We do not currently use any public figures to promote the sale of our franchises, but we reserve the right to do so in the future.

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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.

We do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Judith Flynn: 39 New London Turnpike, Suite 204, Glastonbury, Connecticut 06033, 860-990-1022 the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE 1
SYSTEMWIDE OUTLET SUMMARY
FOR FISCAL YEARS 2022 TO 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Area Representative	2022	0	0	-
	2023	0	1	+1
	2024	1	15	+14
Company-Owned	2022	0	0	-
	2023	0	0	-
	2024	0	0	-
Total	**2022**	**0**	**0**	**-**
	2023	**0**	**1**	**+1**
	2024	**1**	**15**	**+14**

TABLE 2
TRANSFERS OF OUTLETS FROM AREA REPRESENTATIVES
TO NEW OWNERS (OTHER THAN FRANCHISOR)
FOR FISCAL YEARS 2022 TO 2024

State	Year	Number of Transfers
Total	**2022**	**0**
	2023	**0**
	2024	**0**

TABLE 3
STATUS OF AREA REPRESENTATIVE OUTLETS
FOR FISCAL YEARS 2022 TO 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
CT	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
FL	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
GA	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
MA	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
NC	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
OH	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
RI	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
TN	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	2	0
TX	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
Total	**2022**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2023	**0**	**1**	**0**	**0**	**0**	**0**	**1**
	2024	**1**	**16**	**0**	**0**	**0**	**2**	**15**

TABLE 4
STATUS OF COMPANY-OWNED AND AFFILIATE-OWNED OUTLETS
FOR FISCAL YEARS 2022 TO 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Total	**2022**	**0**	**0**	**0**	**0**	**0**	**0**
	2023	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**

TABLE 5
Projected Openings as of December 31, 2024

State	Area Representative Agreements Signed But Outlets Not Yet Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
AZ	0	1	0
CA	0	2	0
FL	0	1	0
MA	0	1	0
NC	0	1	0
PA	0	1	0
SC	0	1	0
TX	0	2	0
Total	**0**	**10**	**0**

The contact information for our area representatives is attached as to this Disclosure Document as Exhibit G. A list of area representatives who have left the System or who have not communicated with us within the 10-week period immediately preceding the effective date of this Disclosure Document will also be attached to this Disclosure Document in Exhibit G once we have them. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the System.

There is presently no trademark specific franchisee organization associated with the System. No franchisees have signed provisions during our last three fiscal years restricting their ability to speak openly about their experience with us.

ITEM 21
FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit A are our audited financial statements as of December 31, 2024, December 31, 2023, and as of December 31, 2022. As we were formed in June 2022 we have not been in business for three years or more and cannot include all of the financial statements required by the FTC Rule for our last three fiscal years. Our fiscal year ends on December 31.

ITEM 22
CONTRACTS

Exhibit C of this Disclosure Document contains all contracts proposed for use or in use regarding the offer of our franchises, including the following agreements:

Location in FDD	Contract
Exhibit C to the FDD	Area Representative Agreement
Exhibit A to the ARA	Single-Unit Franchise Agreement
Exhibit B to the ARA	Personal Guaranty
Exhibit C to the ARA	Transfer of Area Representative Business to Corporation or Limited Liability Company
Exhibit D to the ARA	Conditional Assignment Of Franchisee's Telephone Numbers, Facsimile Numbers And Domain Names
Exhibit E to the ARA	Mandatory Development Schedule
Exhibit F to the ARA	Electronic Fund Withdrawal Authorization

ITEM 23
RECEIPTS

The last two pages of this Franchise Disclosure Document contains a detachable document, in duplicate, acknowledging receipt of this Franchise Disclosure Document by a prospective franchisee. You should sign both copies of the Receipt. You should retain one signed copy for your records and return the other signed copy to: Judy Flynn, 39 New London Turnpike, Suite 204, Glastonbury, Connecticut 06033.

EXHIBIT A

STATE SPECIFIC ADDENDA

The following modifications are made to this Disclosure Document given to you and may supersede, to the extent then-required by valid applicable state law, certain portions of the Area Representative Agreement between you and us dated as of the Effective Date set forth in your Area Representative Agreement. When the term "Franchisor's Choice of Law State" is used, it means the laws of the state of Connecticut, subject to any modifications as set forth in the addenda below. When the term "Supplemental Agreements" is used, it means Area Development Agreement.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Area Representative Agreement and other documents related to the sale of a franchise. These State Specific Addenda ("Addenda") modify the agreements to comply with the state's laws. The terms of these Addenda will only apply if you meet the requirements of the applicable state, independent of your signing the appropriate Addenda. The terms of the Addenda will override any inconsistent provision in the FDD, Area Representative Agreement, or any Supplemental Documents. These Addenda are only applicable to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign the signature page to the Addenda along with the Area Representative Agreement and any Supplemental Agreements.

CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of California:

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT dfpi.ca.gov.

The California Department of Financial Protection and Innovation has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a requirement for us to maintain a surety bond, which must remain in effect until all of our obligations to outstanding franchisees are fulfilled. The surety bond is in the amount of $150,000 with Travelers Casualty and Surety Company of America and is available for you to recover your damages in the event we do not fulfill our obligations to you to open your franchised business. We will provide you with a copy of the surety bond upon request.

ITEM 3 – LITIGATION

Neither the Franchisor, nor any person identified in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending or expelling such persons from membership in such association or exchange

ITEM 17 – RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. The Area Representative Agreement contains a provision that is inconsistent with the law, the law will control.

2. The Area Representative Agreement provides for termination upon bankruptcy, this provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq).

3. The Area Representative Agreement and the Development Agreement contain provisions requiring application of the laws of Connecticut. This provision may not be enforceable under California law.

4. The Area Representative Agreement and the Development Agreement require venue to be limited to Connecticut. This provision may not be enforceable under California law.

5. The Area Representative Agreement contains a covenant not to compete which extends beyond the termination or non-renewal of the franchise. This provision may not be enforceable under California law.

6. THE AREA REPRESENTATIVE AGREEMENT MAY REQUIRE THE FRANCHISEE TO EXECUTE A GENERAL RELEASE OF CLAIMS UPON EXECUTION OF THE AREA REPRESENTATIVE AGREEMENT. CALIFORNIA CORPORATIONS CODE SECTION 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE SECTIONS 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE SECTION 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE SECTIONS 20000 THROUGH 20043).

7. California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Corporations before we ask you to consider a material modification of your Area Representative Agreement or the Development Agreement.

8. 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.

9. The Area Representative Agreement requires binding arbitration. The arbitration will occur in Connecticut. If we are the substantially prevailing party, we will be entitled to recover reasonable attorneys' fees and litigations costs and expenses in connection with the arbitration. If the franchisee is the substantially prevailing party, they will not be entitled to recover reasonable attorneys' fees and litigations costs and expenses in connection with the arbitration. 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 Area Representative Agreement restricting venue to a forum outside the State of California.

10. Item 6 of the FDD is amended to state the highest interest rate allowed by law in California is 10% annually.

11. 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.

HAWAII

The following paragraphs are added in the state cover pages:

THESE FRANCHISES WILL HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE COMMISSIONER OF SECURITIES, DEPARTMENT 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 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, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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

The name and address of the Franchisor's agent in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the Franchise Disclosure Document for The Fresh Monkee Franchise, LLC in connection with the offer and sale of franchises for use in the State of Hawaii shall be amended to include the following:

> This proposed registration is effective/exempt from registration or will shortly be on file in California, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily withdrawn in any state.

Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., are met independently without reference to this Addendum to the disclosure document.

ILLINOIS

Illinois law governs the Disclosure Document and Area Representative Agreement(s).

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

Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations, and Franchisee has commenced doing business. The Illinois Attorney General's Office imposed this deferral requirement due to the Franchisor's financial condition.

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.

INDIANA

Notwithstanding anything to the contrary set forth in the Area Representative Agreement or Area Development Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of Indiana:

1. The Area Representative Agreement and Area Development Agreement will be governed by Indiana law. Venue for litigation will not be limited to a venue outside of the State of Indiana, as specified in the Area Representative Agreement and Area Development Agreement.

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

3. No release language set forth in the Area Representative Agreement or Area Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

4. The post-termination non-competition covenants set forth in the Area Representative Agreement and Area Development Agreement shall be limited in time to a maximum of three (3) years and in geographic scope to the designated territory granted by the Agreement.

5. Nothing in the Area Representative Agreement or Area Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana, and the laws of the State of Indiana supersede any conflicting choice of law provisions set forth herein if such provision is in conflict with Indiana law.

6. You will not be required to indemnify us and the other Indemnities for any liability caused by your proper reliance on or use of procedures or materials provided by us or caused by our negligence.

7. If we receive any payments related to purchases from you that we do not pass on in full to the supplier, we will promptly account for the amount of the payment that we retained and we will transmit the retained amount to you.

IOWA

Any provision in the Area Representative Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Area Representative Agreement:

NOTICE OF CANCELLATION

____________________ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to The Fresh Monkee Franchise, LLC, at 39 New London Turnpike, Suite 204, Glastonbury, CT 06033, not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

FRANCHISEE

Signed:

Name:

Date:

MARYLAND

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document, Area Representative Agreement or Area Development Agreement and will apply to all franchises offered and sold under the laws of the State of Maryland:

Item 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. No release language in the Area Representative Agreement or Area Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Maryland. Any general release required as a condition of renewal, sale and/or assignment or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the franchise.

3. The provision in the Area Representative Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW

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:

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a Area Representative 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 provisions of the Area Representative 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 franchised 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, marketing, 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.[1]

(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 franchisee to meet the franchisor's then-current reasonable qualifications or standards;

(ii) the fact that the proposed transferee is a competitor of the franchisor or subfranchisor;

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

[1]NOTE: Notwithstanding paragraph (f) above, we intend to fully enforce the provisions of the arbitration section of our agreements. We believe that paragraph (f) is preempted by the Federal Arbitration Act and that paragraph (f) is therefore unconstitutional.

(iv) the failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Area Representative 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 Area Representative Agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

*****

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

*****

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor must, at the request of the franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations 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 name and address of the franchisor's agent in this state authorized to receive service of process is: Michigan Department of Commerce, Corporation and Securities Bureau, 6546 Mercantile Way, P.O. Box 30222, Lansing, MI 48910.

Any questions regarding this notice should be directed to:

Department of the Attorney General's Office
Corporate Oversight Division
Attn: Franchise
670 G. Mennen Williams Building
Lansing, MI 48913

MINNESOTA

Notwithstanding anything to the contrary set forth in the Disclosure Document, the Area Representative Agreement, or the Area Development Agreement, the following provisions will supersede and apply:

1. We will protect your right to use the trademarks, service marks, trade names, logotypes, or other commercial symbols and/or indemnify you from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the same.

2. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit the Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

3. No release language set forth in the Area Representative Agreement or Area Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.

4. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Area Representative Agreement or Area Development Agreement.

5. Under the terms of the Area Representative Agreement and Area Development Agreement, as modified by the Minnesota Addendum to the Area Representative Agreement, you agree that if you engage in any non-compliance with the terms of the Area Representative Agreement or unauthorized or improper use of the System Marks, or Proprietary Materials during or after the period of the Agreements, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law, and you consent to the seeking of these temporary and permanent injunctions.

NEW YORK

NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NY 10005, 212-416-8236. 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 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 ten-year period immediately preceding the application for registration, has beenconvicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civilaction alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulentconversion 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 injunction or restrictive order relating to any other business activity as a resultof an action brought by a public agency or department, including without limitation, actions affectinga license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for 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 Section 33 of the General Business law of the State ofNew 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.

4. 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.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of Forum**," andItem 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 Section 33 of the General Business Lawof the State of New York.

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

7. Receipts - Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NORTH DAKOTA

In North Dakota, the Disclosure Document is amended as follows to conform to North Dakota law:

Item 5 "Initial Fees," is supplemented by the addition of the following:

> Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If franchisor elects to cancel this Area Representative Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

Item 6 "Other Fees," is supplemented by the addition of the following:

> No consent to termination or liquidated damages shall be required from franchisees in the State of North Dakota.

Item 17 "Renewal, Termination, Transfer and Dispute Resolution," is supplemented by the addition of the following:

> Any provision requiring a franchisee to sign a general release upon renewal of the Area Representative Agreement has been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
>
> Any provision requiring a franchisee to consent to termination or liquidation damages has been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
>
> Covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, and inequitable. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.
>
> Any provision in the Area Representative Agreement requiring a franchisee to agree to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business has been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation must be agreeable to all parties and may not be remote from the franchisee's place of business.
>
> Any provision in the Area Representative Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.
>
> Apart from civil liability as set forth in Section 51-19-12 of the N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents and it is unfair to franchise investors to require them to waive their rights under North Dakota Law.

Any provision in the Area Representative Agreement requiring that the Area Representative Agreement be construed according to the laws of a state other than North Dakota are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Any provision in the Area Representative Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

OHIO

The following language will be added to the front page of the Area Representative Agreement:

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

Initials: ____________________ Date: _______________

NOTICE OF CANCELLATION

____________________ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to The Fresh Monkee Franchise, LLC, at 39 New London Turnpike, Suite 204, Glastonbury, CT 06033, not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

FRANCHISEE

Signed:

Name:

Date:

RHODE ISLAND

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Rhode Island.

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

§19-28.1.-14 of the Rhode Island Franchise Investment Act provides that “A provision in a Area Representative Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for The Fresh Monkee Franchise, LLC, for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Area Representative 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.

Additional Risk Factor:

Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from $149,100 to $447,000. This amount exceeds the franchisor's stockholder's equity as of December 31, 2023, which is $0.00.

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."

WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the Area Representative 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 Area Representative 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 Area Representative 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 Area Representative 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 Area Representative Agreement or elsewhere are void and unenforceable in Washington.

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Area Representative Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Area Representative Agreement and the Supplemental Agreements are amended accordingly.

SIGNATURE PAGE FOR APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states is checked as an "Applicable Addenda" below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Area Representative Agreement, and any Supplemental Agreements entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Area Representative Agreement, or Supplemental Agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Area Representative Agreement.

- ☐ California
- ☐ Hawaii
- ☐ Illinois
- ☐ Iowa
- ☐ Indiana
- ☐ Maryland
- ☐ Michigan
- ☐ Minnesota
- ☐ New York
- ☐ North Dakota
- ☐ Ohio
- ☐ Rhode Island
- ☐ South Dakota
- ☐ Virginia
- ☐ Washington
- ☐ Wisconsin

Date:___________________

FRANCHISOR:

THE FRESH MONKEE FRANCHISE, LLC

Name:

Title:

FRANCHISEE:

FRANCHISEE

Name:

Title:

EXHIBIT B

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

List of State Regulatory Administrators

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state laws. 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 these states:

LIST OF STATE ADMINISTRATORS	
CALIFORNIA Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free (866) 275-2677	**CONNECTICUT** State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, Connecticut 06103-1800 (860) 240-8230
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**ILLINOIS** Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA Indiana Secretary of State Franchise Section 302 Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**MARYLAND** Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933 (517) 373-7117	**MINNESOTA** Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
NEW YORK New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222	**NORTH DAKOTA** North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505 (701) 328-4712
OREGON Department of Business Services Division of Finance and Corporate Securities Labor and Industries Building 350 Winter Street, NE Room 410 Salem, Oregon 97310 (503) 378-4387	**RHODE ISLAND** Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
SOUTH DAKOTA Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
WASHINGTON Department of Financial Institutions Securities Division, P.O. Box 9033 Olympia, Washington 98507 (360) 902-8760	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

List of Agents for Service of Process

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

LIST OF STATE AGENT FOR SERVICE OF PROCESS	
CALIFORNIA Commissioner Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free (866) 275-2677	**CONNECTICUT** Banking Commissioner Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, Connecticut 06103-1800 (860) 240-8230
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**ILLINOIS** Illinois Attorney General Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA Indiana Secretary of State Franchise Section 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**MARYLAND** Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933 (517) 373-7117	**MINNESOTA** Minnesota Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
NEW YORK New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231 (518) 472-2492	**NORTH DAKOTA** North Dakota Securities Commissioner State Capitol 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505 (701) 328-4712
OREGON Secretary of State Corporation Division - Process Service 255 Capitol Street NE, Suite 151 Salem, OR 97310-1327 (503) 986-2200	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
SOUTH DAKOTA Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON Director, Department of Financial Institutions Securities Division, 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760	**WISCONSIN** Administrator, Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT C

AREA REPRESENTATIVE AGREEMENT
WITH ATTACHMENTS

fresh monkee

TRULY HEALTHY SHAKES

AREA REPRESENTATIVE AGREEMENT

BY AND BETWEEN

THE FRESH MONKEE FRANCHISE, LLC

AND

____

AREA REPRESENTATIVE

THE FRESH MONKEE FRANCHISE, LLC

AREA REPRESENTATIVE DATA SHEET

Effective Date:

Area Representative

Principal Operator:

Address:

Primary Tel #:

Cell #:

Email Address:

Guarantors

Names:

Addresses:

Ownership

Name and Ownership %:

Development Area (write in description):

Area Representative Fee: $

I hereby warrant and represent that the information provided herein is accurate.

Signed:

Name:

The terms of this Data Sheet are incorporated into the attached Area Representative Agreement.

TABLE OF CONTENTS

EXHIBITS

THE FRESH MONKEE FRANCHISE, LLC

AREA REPRESENTATIVE AGREEMENT

This AREA REPRESENTATIVE AGREEMENT (the "Agreement") is between The Fresh Monkee Franchise, LLC, a Connecticut limited liability company with its principal business address at 39 New London Turnpike, Suite 204, Glastonbury, Connecticut 06033("Franchisor") and the area representative identified in the attached Data Sheet ("Area Representative"). This Agreement is effective as of the date signed by The Fresh Monkee or Area Representative, whichever is later (the "Effective Date").

RECITALS

A. Franchisor, its principals, and its affiliates have expended time, skill, effort, and money to develop a system for retail outlets specializing in the preparation and sale in a fast casual atmosphere of protein shakes and smoothies, and other authorized food and beverage products under the "The Fresh Monkee" name and mark (the "Franchised Business" or "Restaurant").

B. Restaurants are established and operated using a unique operating system, the distinguishing characteristics of which include, without limitation, specially designed or selected equipment, computer hardware and software; specifications for the preparation and sale of shakes and certain other authorized food and beverage products; training and assistance; and advertising and promotional programs; all of which may be changed, improved, and further developed by Franchisor from time to time (the "System").

C. The System is identified by various trade names, trademarks, service marks, logos, emblems, trade dress, including but not limited to the mark "THE FRESH MONKEE" and such additional and replacement trade names, service marks, and trademarks as are not designated, and may hereafter be designated by Franchisor for use in connection with the System (the "Proprietary Marks"). The rights to all such Proprietary Marks as are now, or shall hereafter be, designated as part of the System will be owned exclusively by Franchisor or its affiliates and be used for the benefit of Franchisor, its affiliates, and Franchisor's franchisees to identify to the public the source of the products and services marketed thereunder.

D. Franchisor offers franchises to qualified individuals for the right to operate a single or multiple Restaurants under the System and Proprietary Marks.

E. Area Representative desires to obtain the exclusive right to serve as Franchisor's independent representative and coordinate development of the territory granted hereunder (the "Development Area") by: (i) advertising for and recruiting franchisees to operate Restaurants in the Development Area under the System and Proprietary Marks; (ii) supporting System franchisees in developing a Restaurant; and (iii) providing franchisees with continuing training, operational and supervisory assistance and otherwise administering the System within the Development Area as specified herein.

F. Area Representative understands and acknowledges the importance of Franchisor's uniformly high standards of quality and service, and the necessity of ensuring that Area Representative and the franchisees Area Representative recruits meet Franchisor's then-current qualifications and operate their Franchised Businesses in strict conformity with Franchisor's quality control standards and specifications.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing background and the mutual promises, commitments, and understandings contained herein, the parties agree as follows:

1. GRANT

1.1 **Grant**. Franchisor hereby grants to Area Representative for a term of ten (10) years ("Term") the exclusive right and license to serve as Franchisor's independent representative in order to develop the Development Area (as defined below) by recruiting prospective franchisees and providing franchisees within the Development Area with certain services (as provided below) in strict accordance with the System and utilizing Franchisor's Proprietary Marks. The foregoing grant to Area Representative does not include: (i) any right to operate Training Locations (as described below in Section 1.6) within the Development Area without executing a separate franchise agreement; (ii) any right to offer any product or service via e-commerce, except through a website designated by Franchisor; (iii) any right to establish an independent website or to establish a URL incorporating the Proprietary Marks or any variation thereof; (iv) any right to sell merchandise via wholesale or retail distribution; or (v) any right to otherwise distribute, market, or implement Franchisor's products and services in any channel of distribution not specifically identified in this Agreement.

1.2 **Development Area**. Area Representative's exclusive right and license to serve as an independent representative of Franchisor to solicit for prospective franchisees and to provide certain services to franchisees is limited to the Development Area, as defined in the Data Sheet, the terms of which are hereby incorporated. For so long as Area Representative complies with the terms and conditions of this Agreement, including the Mandatory Development Schedule defined below, Franchisor will not contract with another third- party to serve as Franchisor's area representative within the Development Area.

1.3 **Reservation of Rights**. Area Representative expressly understands and agrees that Franchisor and Franchisor's affiliates shall have the right, in Franchisor's sole discretion, to: (i) sell an Area Representative Business under the System and Proprietary Marks at any location outside of Area Representative's Development Area; (ii) own and operate Restaurants or other businesses at any location(s) outside Area Representative's Development Area under the System and Proprietary Marks; (iii) license to others the right to own and operate Restaurants at any location(s) inside or outside Area Representative's Development Area under the System and Proprietary Marks, provided that Area Representative is entitled to receive the compensation described in Section 8 of this Agreement for any Restaurants licensed inside of Area Representative's Development Area; (iv) use the Proprietary Marks and System in connection with distributing and marketing services and products through any alternative channel of distribution, including the sale of products on the Internet or through supermarkets, grocery stores, other retail outlets, mail order catalogs, direct mail advertising, or other distribution methods, without regard to location; (v) own and operate restaurants or businesses, or market similar products and services, at any location(s) inside Area Representative's Development Area under different marks, or to license to others the right to own and operate restaurants or businesses, or market similar products and services at any location(s) inside Area Representative's Development Area under different marks; (vi) negotiate and enter into agreements or approve forms of agreement to operate Restaurants under the Proprietary Marks and System in non-traditional venues in any location, including but not limited to train and bus stations, entertainment and sports complexes, pop-up or other temporary locations, amusement parks, grocery stores and educational institutions, both within and outside of Area Representative's Development Area; (vi) offer catering services, third-party delivery fulfillment locations, and mobile units, both within and outside of Area Representative's Development Area; and (vii) engage in any other activities not expressly prohibited in this Agreement.

1.4 **Alternative Channels of Distribution**. Area Representative acknowledges and agrees that certain of Franchisor's or its affiliates' products and services, whether now existing or developed in the future, may be distributed in the Development Area by Franchisor, Franchisor's affiliates, or Franchisor's other area developers, franchisees, licensees, or designees, in such manner and through such alternate channels of distribution as Franchisor, in its sole discretion, shall determine. Such alternate channels of distribution shall include, but are not limited to, the sale of products through wholesale and retail stores, grocery stores, and convenience stores, or via the Internet and mail order catalog. Area Representative understands that this Agreement grants Area Representative no rights: (i) to distribute such products as described in this Section 1.4; or (ii) to share in any of the proceeds received by any such party therefrom.

1.5 **No Right to Operate Franchised Businesses**. This Agreement is not a franchise agreement for the license to operate Franchised Businesses under the System, and Area Representative shall have no right to the System and Proprietary Marks in any manner by virtue of this Agreement, other than as necessary to meet the requirements of the mandatory development schedule as set forth in Section 3.1 of this Agreement and Exhibit E of this Agreement ("Mandatory Development Schedule"), as below by recruiting franchisees and/or opening an Area Representative-owned Training Locations, and to manage and supervise said franchises within the Development Area. If Area Representative elects to open a Training Location or other System Restaurants, Area Representative must execute a separate franchise agreement for each System Restaurant.

1.6 **Training Location and Additional Area Representative-Owned Franchised Businesses**.

1.6.1 **Training Location**. During the Term, Area Representative may, but is not required to, enter into Franchisor's then-current form of franchise agreement (attached as Exhibit "A" hereto) to own and operate a Franchised Business within the Development Area (the "Training Location"). Franchisor will not charge Area Representative an initial franchise fee in connection with the Training Location.

1.6.2 **Additional Area Representative-Owned Franchised Businesses**. Area Representative, may, but is not required to, own, and operate additional Franchised Businesses (each, an "Additional Training Location") within the Development Area, by executing Franchisor's then-current form of franchise agreement, and paying initial franchise fees, royalty fees, and any other fees due thereunder, for each Additional Training Location opened within the Development Area. Area Representative's Additional Training Location(s) will have a reduced initial franchise fee equal to fifty percent (50%) of Franchisor's then-current single unit franchise fee provided, that: (i) such reduced fee shall be paid to Franchisor at the time of signing the franchise agreement with no remuneration due under Section 8.2.1 of this Agreement; and (ii) Area Representative has a direct legal or beneficial interest of not less than fifty-one percent (51%) in each Additional Training Location. Area Representative shall be subject to the same procedures for site approval and subject to the same standards of quality control for each Additional Training Location as other individual franchisees within the Development Area.

1.6.3 **Credit Towards Development Obligations**. Any Training Locations that Area Representative opens and operates within the Development Area will be credited towards Area Representative's development obligations set forth in the Mandatory Development Schedule, including the Training Location.

1.7 **Renewal**. Area Representative has the right to renew this Agreement for one (1) consecutive, additional ten (10) year period, provided Area Representative has met the following conditions:

1.7.1 Area Representative has notified Franchisor of Area Representative's intention to renew this Agreement in writing not less than six (6) months nor more than twelve (12) months prior to expiration of the current term;

1.7.2 Area Representative is in compliance with all of the terms and conditions of this Agreement at the time of requesting renewal, and has substantially complied with the terms and conditions of this Agreement and the operating standards and criteria established by Franchisor throughout the initial term and any renewal term of this Agreement;

1.7.3 Area Representative is not in breach of any provision of this Agreement, or any other agreement between Area Representative and Franchisor, Franchisor's affiliates, Franchisor's approved/designated suppliers and vendors, and Area Representative has substantially complied with all such agreements during their respective terms, including any franchise agreements entered into with Franchisor to operate Training Locations within or outside the Development Area;

1.7.4 Area Representative has satisfied all monetary obligations Area Representative owes Franchisor, its affiliates, and/or its approved/designated suppliers and vendors at the time of requesting renewal;

1.7.5 Area Representative executes Franchisor's then-current form of Area Representative Agreement, which may include substantially different provisions, mandatory development schedules, key terms and may require payment of additional fees for additional development areas with the right and obligation to open more Restaurants. All such terms, including the mandatory development schedule outlining the number of Restaurants that Area Representative shall be permitted and/or required to open during any such renewal term, shall be solely determined by Franchisor in its sole discretion;

1.7.6 Area Representative satisfies Franchisor's then-current training requirements for renewing Area Representatives at Area Representative's expense, as of the date of such renewal, if any;

1.7.7 Area Representative and its guarantors sign a general release, in the form Franchisor prescribes, in favor of Franchisor and its affiliates and their respective officers, directors, agents, and employees, for all claims arising out of or related to this Agreement or any related agreements with Franchisor or its affiliates. The release shall not be inconsistent with any applicable state statute regulating franchises;

1.7.8 Area Representative has opened all Restaurants required under the Mandatory Development Schedule attached as Exhibit E to this Agreement;

1.7.9 Area Representative pays Franchisor a renewal fee equal to ten thousand dollars ($10,000) to offset the expenses Franchisor incurs in effectuating the renewal of this Agreement; and

1.7.10 Area Representative agrees to continue assisting all franchisees in the Development Area acquired under this Agreement in the manner described in this Agreement.

2. AREA REPRESENTATIVE FEES

2.1 **Area Representative Fee**. In consideration of the rights granted under this Agreement, Area Representative agrees to pay Franchisor an area representative fee in the amount set forth on the Data Sheet attached to this Agreement and incorporated herein (the "Area Representative Fee"), upon execution of this Agreement. The Area Representative Fee is deemed fully earned upon payment and is nonrefundable under any circumstances.

Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations, and Franchisee has commenced doing business. The Illinois Attorney General's Office imposed this deferral requirement due to the Franchisor's financial condition.

2.2 **Method of Payment**. All payments due to Franchisor under this Agreement, will be either: (i) deducted from remuneration due to Area Representative pursuant to Section 8 of this Agreement prior to remission to Area Representative; or, (ii) if there are insufficient initial and ongoing fees collected from franchisees within the Development Area, by an electronic funds transfer program (the "EFT Program") under which Franchisor automatically deducts all payments owed to Franchisor under this Agreement, or any other agreement between Area Representative and Franchisor, from Area Representative's bank account. Franchisor may, with written notice, designate other methods for payment. Area Representative will designate a single bank account for the Area Representative Business, and will deposit all revenue generated by the Area Representative Business into the designated account within two (2) days of receipt, including cash, checks, and credit card receipts. Area Representative will provide Franchisor with Area Representative's bank name, address, and account number for the designated account; a voided check from the designated bank account; and sign and give to Franchisor any additional documents Franchisor deems necessary to effectuate the EFT Program and Franchisor's ability to withdraw funds from such bank account via electronic funds transfer, including Exhibit F to this Agreement. Area Representative shall immediately notify Franchisor of any change in Area Representative's banking relationship, including changes in account numbers. Franchisor reserves the right to require Area Representative to pay any fees due under this agreement by such other means as Franchisor may specify from time to time. Any payment not received by Franchisor when due will bear interest at a rate of eighteen percent (18%) per annum, or the maximum rate permitted by law. Charges on late payments are intended to partially compensate Franchisor for loss of use of the funds, and for internal administrative costs resulting from late payment, which would otherwise be difficult to measure precisely. Imposing the late payment charge should not be construed as a waiver of Franchisor's right to timely payment.

3. MANDATORY DEVELOPMENT SCHEDULE

3.1. **Development Schedule**. Immediately following the execution of this Agreement, Area Representative will commence a franchise development program for the Development Area, and will cause a certain number of franchise agreements to be signed and Restaurants to be opened in the Development Area, as described more fully in the Data Sheet and Mandatory Development Schedule attached hereto. The Mandatory Development Schedule attached as Exhibit E hereto must be completed contemporaneously with the execution of this Agreement, and the terms of said Mandatory Development Schedule are hereby incorporated.

3.2 **Cumulative Number of Units**. Area Representative will cause to be opened a cumulative number of Restaurants in the Development Area, as specified in the Mandatory Development Schedule. Area Representative agrees that it will ensure that all Restaurants remain open and operating throughout the term of this Agreement. Any Restaurants closed during the Term will be subtracted from the cumulative totals in determining compliance with the Mandatory Development Schedule. Failure of the prescribed cumulative number of Restaurants to be open and operating in the Development Area will be deemed a material default of this Agreement, and grounds for termination, as specified in Section 12.2.6 of this Agreement.

3.3 **Compliance Mandatory**. If Area Representative fails to comply with the Mandatory Development Schedule described in this Section 3, Franchisor has the right to terminate this Agreement immediately upon notice from Franchisor to Area Representative. In the event that Area Representative fails to comply with the Mandatory Development Schedule and Franchisor elects to terminate this Agreement, Area Representative will retain the right to develop and operate Restaurants for which Area Representative has signed a franchise agreement, but Area Representative will lose the right to receive the ongoing payments described in Section 8 of this Agreement. In such a situation, Franchisor shall have the right to develop the Development Area itself, or through its franchisees, licensees, or otherwise, at its sole discretion.

> 3.3.1 **One-Time Cure Period**. Notwithstanding the foregoing, on the first occasion Area Representative fails to meet the Mandatory Development Schedule, Franchisor will grant a one-time opportunity to cure the default during the term of this Agreement. Area Representative shall have a one-hundred twenty (120) day period to cure any failure to meet the Mandatory Development Schedule. Such a cure period will not affect Area Representative's other obligations under the Mandatory Development Schedule. The cure period described in this Section shall only be available on the first occasion Area Representative fails to meet the Mandatory Development Schedule, and any subsequent failure of the Area Representative to meet the Mandatory Development Schedule shall be grounds for termination of this Agreement pursuant to Section 3.3 above.

3.4 **Reasonableness of Development Schedule**. Area Representative hereby acknowledges and agrees that the Mandatory Development Schedule contained herein is a fair and reasonable time frame for the development of Restaurants within the Development Area and is an accurate reflection of Area Representative's financial, managerial, and administrative capabilities. The parties further acknowledge and agree that the Mandatory Development Schedule is an accurate reflection of market demand without over- saturation of Franchisor's services and products offered under the System.

3.5 **Pre-Existing Franchisees**. Area Representative further acknowledges and agrees that any franchisees within the Development Area who have signed agreements with Franchisor prior to the date of this Agreement, or any similar outlets operated by Franchisor, Franchisors affiliates, or Franchisor's designees shall not count towards Area Representative's obligations under this Agreement. Unless Area Representative and Franchisor separately agree that Area Representative will provide ongoing services to these franchisees, as described in Section 5 of this Agreement, Area Representative will not be entitled to any initial, royalty, transfer, or renewal fees from such franchisees.

4. DUTIES OF FRANCHISOR

Franchisor will furnish the following services, information, and personnel to Area Representative:

4.1 **Training**. Franchisor will provide a tuition-free training program for Area Representative and up to two (2) additional persons that covers certain aspects of Franchisor's System, franchisee training techniques, as well as other subjects Franchisor deems appropriate, at Franchisor's headquarters or another location Franchisor designates. Area Representative must complete these training sessions, as well as the initial training requirements under Area Representative's franchise agreement with respect to the Training Location, in accordance with the Mandatory Development Schedule. Notwithstanding anything to the contrary contained in this Section, if there are existing franchisees within the Development Area, Franchisor may require Area Representative to complete all initial training described in this Section within thirty (30) days of executing this Agreement. All trainees whom Area Representative designates must attend the training course at the same time. All training related expenses, including Area Representative and Area Representative's additional trainees' transportation to and from the training site, lodging, meals, and salaries during training, are Area Representative's sole responsibility.

4.2 **Promotional Materials**. Franchisor may furnish to Area Representative templates of promotional materials, layouts, business cards, stationery, and Franchisor's franchise disclosure document as filed with the state agencies and amended from time to time (the "FDD"), as well as other promotional items which Franchisor believes are necessary to attract new franchisees and promote the Area Representative Business and goodwill of the System, at its sole discretion. Area Representative agrees to copy these materials in quantities sufficient to efficiently operate the Area Representative Business, at Area Representative's expense.

4.3 **Manuals**. Franchisor will loan to Area Representative three (3) copies of its proprietary and confidential operations manual, as amended from time to time, which shall include standards and specification for equipment, inventory, supplies, and operation of a Franchised Business (collectively the "Operations Manual"). Franchisor will also provide one copy of any additional manuals it provides to System franchisees, as well as any manuals Franchisor may have with respect to the operation of an Area Representative Business (collectively, the Operations Manual and all other manuals provided to Area Representative will be referred to collectively as the "Manuals"). Franchisor may provide the Manuals to Area Representative in hard copy or electronic format, and these Manuals may be transmitted to Area Representative via Franchisor's intranet, website and/or via email. Area Representative acknowledges and agrees that the Manuals are a proprietary and confidential trade secret owned by Franchisor, and Area Representative must take all reasonable steps to maintain the Manuals as confidential, restrict and prohibit unauthorized access to the Manuals, and prohibit any copying, duplication or recording of any information contained therein. Franchisor may from time-to-time update and revise the contents of the Manuals and distribute supplements thereto, and Area Representative expressly agrees to comply with each new or changed standard with respect to each Restaurant operated within the Development Area.

4.4 **Ongoing Supervision**. Upon request by Area Representative, Franchisor may review Area Representative's operations and techniques in the area of franchise sales and support services, and may suggest methods of improvement. Franchisor may provide Area Representative, from time to time, as it deems appropriate in its sole discretion, such merchandising, marketing and other information and advice as may from time to time be developed by Franchisor and deemed by Franchisor to be helpful in the management and operation of an Area Representative Business. Franchisor's obligations under this Agreement shall benefit only Area Representative, and no other party is entitled to rely on, enforce, benefit from or obtain relief for breach of such obligations, either directly or by subrogation.

4.5 **Disclosure Documents**. Franchisor will reasonably prepare and keep current the necessary FDD related to the offer and sale of Franchised Businesses in Area Representative's Development Area. Franchisor shall also take the necessary steps to file or register the FDD with those state authorities within Area Representative's Development Area requiring pre-sale registration. Area Representative will be solely responsible for completing, registering, and keeping current all broker or sales agent disclosure registrations, franchise seller disclosure forms, and any other documents required under federal, state, or local law in connection with its Area Representative Business.

4.6 **Ongoing Assistance**. Franchisor may provide Area Representative with assistance in all matters relating to the operation of an Area Representative Business, as Franchisor deems necessary in its sole discretion. Franchisor's advice and consultation may include addressing issues such as marketing and sales, management of multiple Franchised Businesses, operational problems, and providing Area Representative with an analysis of its performance in such areas. This operating assistance may be made available via telephone, email, or another method of communication selected by Franchisor. Franchisor may require Area Representative and its employees' attendance at additional or ongoing training programs. Such programs will be provided at Franchisor's then-current tuition rate for such training.

4.7 **Internet**. Franchisor may, but is not required to, design and provide to Area Representative one webpage for the promotion of the Area Representative Business on Franchisor's website. If Franchisor chooses to create such a website, Franchisor will be the web master, either directly or through a third party, and will have sole discretion and control over such site. Franchisor will review and execute, subject to Franchisor's approval, requested changes to Area Representative's webpage. Area Representative is prohibited from conducting the following activities without Franchisor's prior written approval: (i) maintaining an individual website related in any respect to the System; (ii) establishing a URL incorporating any variation of Franchisor's name or the Proprietary Marks; or (iii) promoting or otherwise listing its Area Representative Business, the Proprietary Marks, or System on any social media or networking site, including without limitation, Facebook, TikTok, LinkedIn, Plaxo, Twitter or YouTube. Franchisor reserves the right to modify its policies and procedures regarding Area Representative's use of social media and the Internet, as Franchisor deems appropriate for the best interests of the System and Proprietary Marks.

4.8 **Processing of Applications**. Franchisor shall use its reasonable best efforts to promptly process all prospective franchisee applications forwarded to Franchisor by Area Representative and shall not unreasonably withhold Franchisor's approval of any prospective franchisee, provided such prospect meets the educational, professional, managerial, business, financial and other qualifications as Franchisor may from time to time prescribe for new franchisees.

4.9 **Authority**. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROVIDE AREA REPRESENTATIVE WITH THE POWER OR AUTHORITY TO NEGOTIATE CONTRACT TERMS WITH ANY PROSPECTIVE FRANCHISEE, TO GRANT FRANCHISES OR TO EXECUTE ANY FRANCHISE AGREEMENT WITH A FRANCHISEE ON FRANCHISOR'S BEHALF. FRANCHISOR SHALL HAVE THE OPTION, IN ITS SOLE DISCRETION, TO APPROVE OR DENY A FRANCHISE TO ANY PROPSECTS PROPOSED BY AREA REPRESENTATIVE, AND FRANCHISOR WILL HAVE THE SOLE AUTHORITY TO EXECUTE FRANCHISE AGREEMENTS WITH FRANCHISEES.

4.10 **Distribution of Fees**. Franchisor shall provide for the collection of and distribution to Area Representative of its share of initial franchise, royalty, renewal, and transfer fees received from each franchisee operating in the Development Area (as described more fully in Section 8 of this Agreement), excluding any pre-existing franchisees as described in Section 3.5 of this Agreement.

4.11 **Franchisor Inspection**. Franchisor shall continue its efforts to maintain high standards of quality, professionalism, and service of the Area Representative Business, and to that end, may conduct inspections of any Training Location or any other Franchised Businesses located in the Development Area, and may also closely monitor Area Representative's promotional efforts and service efforts, which may include, without limitation, contacting prospective and existing franchisees and monitoring Area Representative's sales presentations.

4.12 **Liability**. Franchisor shall not, by virtue of any approvals, advice, or services provided to any System franchisee, assume responsibility for or liability to Area Representative, System franchisees, or any third parties to which Franchisor would not otherwise be liable.

5. DUTIES OF AREA REPRESENTATIVE

5.1 **Acknowledgment**. Area Representative understands and acknowledges that every detail of the Franchised Business is important to Area Representative, Franchisor, other area representatives and System franchisees, in order to develop and maintain high and uniform operating standards, to increase the demand for System franchisees and the demand for services and products sold by System franchisees, and to protect Franchisor's reputation and goodwill. Area Representative further understands and acknowledges that Area Representative's primary obligations pursuant to this Agreement include growth of the System within the Development Area through franchise sales and supporting the franchisees in all aspects of developing and operating a Restaurant.

5.2 **[Omitted]**

5.3 **Employment Requirements**. Area Representative (or at least one of Area Representative's principals if Area Representative is a corporation or partnership) or the appointed designee (with our approval) must personally supervise the day-to-day operations of the Area Representative Business. Area Representative (or at least one of Area Representative's principals if Area Representative is a corporation or partnership) or appointed designee manager must devote that person's reasonable best efforts to the management and operation of the Area Representative Business. Area Representative or appointed designee shall maintain a sufficient number of qualified employees to provide pre-signing, initial, and ongoing services to System franchisees within the Development Area.

5.4 **Recruitment**. In recruiting prospective franchisees, Area Representative will make every effort to locate persons of good standing, professional competence, experience, reputation, ability, and financial responsibility. Area Representative shall refrain from making misrepresentations to Franchisor and franchisees and from conducting itself or the Area Representative Business in a manner likely to impair the reputation, business or profitability of Franchisor, its employees or officers, or any System franchisee. Franchisor will have the sole right to formulate and make policy decisions concerning every aspect of sales, promotions, advertising, and other programs, as well as negotiations with individual prospects. Area Representative shall:

> 5.4.1 Know, understand, and comply with all applicable federal, state, and local laws, rules, and regulations governing the advertising, promotion, and sale of franchises, including, without limitation, those relating to franchise registration, disclosure, and unfair or deceptive practices. In particular and without limiting the foregoing, Area Representative shall strictly adhere to Franchisor's instructions and neither Area Representative nor Area Representative's principals or employees shall make any statement, projection, or other description of potential earnings, costs, or profits to any third party unless it is disclosed in Item 19 of the FDD, and Area Representative expressly agrees to indemnify and hold harmless Franchisor and its affiliates for any Claims (as

defined in Section 10 herein) arising from such representations;

5.4.2 Deliver to each prospective franchisee, at or before the time required by law, a copy of Franchisor's then-current FDD, and obtain from each prospective franchisee the original, signed acknowledgment of receipt, and promptly furnish to Franchisor said acknowledgment;

5.4.3 Not permit any employee to engage in the promotion of Franchised Businesses unless Franchisor has given Franchisor's prior written consent to such person's involvement, and, upon Franchisor's request, Area Representative shall immediately discontinue the involvement of any person in the solicitation of prospective franchisees;

5.4.4 Promptly provide Franchisor (or Franchisor's counsel) with such information and materials as Franchisor may reasonably request in order to enable Franchisor to comply with laws regulating the offer and sale of franchises and/or franchise relationship laws;

5.4.5 Not prepare, modify, or register with any governmental authority any document in connection with the offer and sale of Franchised Businesses, unless so directed in writing by Franchisor; and

5.4.6 Submit to Franchisor written and completed applications of all qualified prospective franchisees together with such additional information and comments, including credit and background information, as specified by Franchisor.

5.5 **Franchisor's Acceptance**. Franchisor will notify Area Representative and the prospective franchisee of Franchisor's acceptance or rejection of the prospective franchisee's application. Franchisor's determination, over which it will have complete discretion, will be conclusive, final, and binding. Regardless of whether or not an application is approved by Franchisor, Area Representative must: (i) follow up with all third parties within the Development Area that submitted applications that Area Representative is responsible for; or (ii) otherwise refer these applications to Franchisor's approved third-party broker for assistance.

5.5.1 Once an application is approved by Franchisor, Area Representative must provide Franchisor with periodic status reports on the approved application at least once every two (2) weeks in a form and manner prescribed by Franchisor.

5.5.2 Area Representative must also provide Franchisor with periodic status reports in writing no less than once every two (2) weeks with respect to all prospective franchisees that have been contacted and the prospect pipeline generally, in a form and manner prescribed by Franchisor.

5.5.3 All reports required under this Agreement, including the reports required under this Section, must be prepared by a designated bookkeeper approved by Franchisor.

5.6 **Franchisor's Approval of an Application and Timeline for Execution**. Within fifteen (15) days of Franchisor's notification of approval of a prospective franchisee, Franchisor and the prospective franchisee shall execute Franchisor's then-current form of franchise agreement for franchisees within the Development Area. If such agreement is not executed within fifteen (15) days, or such longer period as Franchisor may permit, or if any condition of approval specified by Franchisor is not satisfied, Franchisor may, at its sole discretion, withdraw, suspend or condition its approval of said franchisee.

5.7 **Ethical Standards**. Area Representative will cause all sales efforts made by it or under its direction to be courteous and dignified, and such efforts shall be conducted in a professional, ethical, and responsible manner. Area Representative must not violate any federal, state, or local law in connection with the offer or sale of franchises. Area Representative must specifically abide by any applicable laws, rules, and regulations governing Area Representative's business and sales activities.

5.8 **Area Representative Training**. Unless Franchisor waives this requirement based on previous experience, Area Representative and up to two (2) additional persons shall attend and complete, to Franchisor's satisfaction, Franchisor's initial area representative training program, and Area Representative, Area Representative's manager or other employees, as Franchisor may designate, shall attend and complete, to Franchisor's satisfaction, such other training sessions as Franchisor may reasonably require from time to time. For any training session, Franchisor shall only pay for the instructors, training facilities, and training materials, and Area Representative shall pay for all other expenses incurred by Area Representative and Area Representative's manager or other employees, including, without limitation, the costs of travel, room, board, and wages. See Section 4 of this Agreement for more information about the parties' obligations with respect to initial and ongoing training.

5.9 **Post-Sale Support**. Area Representative will act as Franchisor's third-party designee to provide the following services to franchisees that have executed Franchise Agreements to operate a Restaurant within the Development Area:

5.9.1 **Franchisee Training**. Area Representative will be responsible for providing franchisees within the Development Area with certain training as prescribed in Franchisor's then-current form of franchise agreement for the Development Area, which may include Franchisor's initial training program and additional ongoing assistance. Area Representative expressly agrees to provide ongoing training or training upon a material change to the System as Franchisor may require.

5.9.2 **Pre-Opening Assistance**. Area Representative must communicate with all new franchisees within the Development Area regarding: (i) site selection of their Franchised Businesses; (ii) site development and the construction/build-out of their Franchised Business; and (iii) each franchisee's grand opening advertising budget and expenditures, as well as other grand opening programs/plans required under Franchisor's current form of franchise agreement. Area Representative must provide Franchisor with bi-weekly reports on these activities for each franchisee within the Development Area, and ensure that such franchisees are complying with the standards and specifications set forth in the Manuals and Franchisor's franchise agreement.

5.9.3 **On-Site Support upon Opening**. Area Representative must provide on-site support for new franchisees within the Development Area during the three (3) days prior to the initial opening of each franchisee's respective Franchised Business, as well as during the first five (5) open days. Area Representative will provide, at its expense, a qualified and trained field representative to give advice to franchisees upon the opening of their Restaurants in the Development Area and give additional training to franchisees and their employees in accordance with Franchisor's standards. This support will vary based on the franchisee at issue and includes, but is not limited to: (i) assisting with the set-up of the Franchised Business to comply with the System's standards and specifications; (ii) ensuring all of franchisee's employees are sufficiently trained; (iii) ensuring the grand opening advertising plan is being properly implemented; and (iv) ensuring that franchisees and their employees are performing their duties in a manner consistent with the Manuals and each franchisee's respective form of franchise agreement.

5.9.4 **Franchise Development**. Franchisor has created and developed special procedures, standards, and methods for operating and maintaining a Franchised Business, which standards are incorporated in the Manuals. Area Representative shall ensure that each Franchised Business within the Development Area is developed and operated solely in accordance with Franchisor's requirements and specifications as set forth in the Manuals, including by means of inspections and reviews as required by Franchisor's policies and procedures, which may be changed from time to time. Area Representative shall bear all costs in providing support and assistance to franchisees in the development of Restaurants.

5.9.5 **Operations Manual Updates**. Area Representative shall distribute to Development Area franchisees the updated Manuals, any amendments or updates to the Manuals, and any other written materials Franchisor may designate in the form and manner prescribed by Franchisor (which may include electronic transmission). Franchisor shall provide, at its expense, copies of such written materials to be distributed, but Area Representative will be required to reproduce such materials at its own expense.

5.9.6 **General Supervision**. Area Representative, or its duly authorized representative, must provide supervision to all Franchised Businesses within the Development Area as directed by Franchisor. Such supervision may include, but is not limited to: on-site supervision during the period of time prior to the opening of a Franchised Business; general assistance, advice and consultation to franchisees with regard to entering into negotiations and agreements within the Development Area for franchisees' services; review of proposed leases and contracts; consultation and assistance with regard to the grand opening of a Franchised Business; providing supplemental training and assistance on all material aspects of the operation of a Franchised Business, as needed, in accordance with Franchisor's requirements; periodic and regular telephone calls or visits to monitor operations of Franchised Businesses within the Development Area; continuous advisory services to franchisees; and ongoing training and updates for all Franchised Businesses within the Development Area. Area Representative agrees to perform such duties pursuant to Franchisor's requirements herein described and in accordance with the System, the Manuals, Franchisor's then-current form of franchise agreement for the Development Area, or otherwise as prescribed by Franchisor in writing. Area Representative agrees to be available during regular business hours to answer franchisee questions or concerns.

5.9.7 **Operational Assistance and Support**. Area Representative must advise all Franchised Businesses within the Development Area with respect to problems arising out of the operation of any Franchised Business as disclosed by periodic reports submitted to Area Representative or Franchisor by a franchisee, or by inspections conducted by Area Representative or Franchisor of Franchised Businesses within the Development Area. Area Representative must provide each Franchised Business within the Development Area with such assistance in connection with the operation of such Franchised Business as is determined to be necessary by Franchisor. Operational assistance may consist of advice and guidance with respect to:

5.9.7.1 Proper utilization of procedures developed for a Franchised Business;

5.9.7.2 Additional products or services authorized by Franchisor for sale by a Franchised Business;

5.9.7.3 The purchase of equipment, products, inventory, materials, and supplies;

5.9.7.4 The institution of proper administrative bookkeeping, accounting, inventory control, supervisory, and general operating procedures for the effective operation of a Franchised Business;

5.9.7.5 Advertising and promotional programs;

5.9.7.6 Marketing and negotiating techniques to be employed when dealing with vendors;

5.9.7.7 The proper maintenance of the premises of franchisees' Restaurants; and

5.9.7.8 The proper use of the Proprietary Marks and any other ancillary signs, symbols, or indicia used in connection with said Proprietary Marks.

5.9.8 **Franchisee Contact**. Area Representative must make contact with all Franchised Businesses within the Development Area for the purposes of consultation, assistance and guidance of franchisees and managers of each Franchised Business, and Area Representative or its representatives will prepare, for the benefit of both Area Representative and Franchisor, written reports regarding these regular contacts, outlining any suggested changes or improvement in the operations of the Franchised Business, and detailing any defaults in such operations which become evident as a result of any such contacts. A copy of each such written report must be provided to both the franchisee or its manager and Franchisor. Area Representative must return all franchisee phone calls within twenty-four (24) hours and must personally meet with each franchisee at the franchisee's Restaurants no less than every three (3) months for a minimum of two (2) hours to discuss the Franchised Business. This meeting is in addition to inspections, but may take place directly before or after a Restaurant inspection.

5.9.9 **Quality Control**. Area Representative will ensure that each Franchised Business's signage, equipment, inventory, and supplies conform to the standards and specifications set forth in the Manuals. Area Representative will take all necessary steps to enforce the terms of each individual franchise agreement executed for a Franchised Business within its Development Area and the provisions of the Manuals, as amended from time to time. If Area Representative fails to enforce the terms of any individual franchise agreement and Franchisor incurs expenses to enforce or defend any individual franchise agreement or to commence eviction of franchisees within the Development Area, Franchisor may charge Area Representative fifty percent (50%) of such expenditures. Franchisor shall assure that each Restaurant operating within the Development Area purchases all designated products and supplies directly from Franchisor or Franchisor's designated supplier(s). At Franchisor's request, Area Representative shall provide Franchisor with reasonable assistance in the collection of delinquent accounts from franchisees.

5.9.10 **Transaction Records**. Area Representative must keep accurate records concerning all transactions and communications between Franchisor, Area Representative, and franchisees relating to the operation of any Franchised Business in the Development Area, and Franchisor's duly authorized representative shall have the right at all reasonable hours to examine all such records, and shall have full and free access thereto. All such records shall be available for at least three (3) years after the termination or expiration of this Agreement for any reason whatsoever. Area Representative shall maintain the accounts of all Training Locations fully or partially owned by Area Representative with no unpaid balances owed to either Franchisor or its affiliates.

5.9.11 **Financial Reviews and Franchisee Inspections**. Not less than once every three (3) months, Area Representative must conduct management and financial reviews of each Franchised Business in the Development Area. As a part of these reviews an evaluation form, which form will be mutually approved by Franchisor and Area Representative, will be completed to determine if Area Representative is satisfactorily performing its duties and obligations under the terms of this Agreement. Area Representative will remit the required management and financial review information, together with the Area Representative evaluation form, to Franchisor within ten (10) days after the close of each three-month period during the Term of this Agreement. In addition, Area Representative will perform routine inspections of franchisee's Franchised Businesses within the Development Area approximately once a month, using Franchisor's prescribed inspection form, to ensure strict compliance with the standards and specifications designated by Franchisor, and must submit the completed inspection forms to Franchisor within ten (10) days of the applicable inspection date. Such form will at least include the following information: (i) any apparent deficiencies and problems concerning the uniformity and quality of service provided at the Restaurant; (ii) any apparent opportunities for the Restaurant to improve its performance; (iii) any apparent deviations from Franchisor's operating procedures, standards, and specifications; and (iv) any apparent violations of applicable laws, rules, or regulations.

5.9.12 **Post-Agreement Obligations**. Area Representative will also ensure that franchisees within the Development Area that have their franchise agreement terminated, or which otherwise exit Franchisor's System for any reason, comply with their post-termination obligations under such franchise agreement(s) in a timely manner. Franchisor may direct Area Representative to retrieve certain proprietary materials that franchisees are required to return to Franchisor upon termination, as well as assist Franchisor in any other manner connected to ensuring that franchisees are complying with their post-term obligations.

5.10 **Ongoing Requirements**. Throughout the Term of this Agreement, Area Representative shall: (i) furnish to Franchisor Area Representative's articles of incorporation, by-laws, other governing documents, and any other documents Franchisor may reasonably request, and any amendments thereto; and maintain a current list of all of Area Representative's owners of record and all beneficial owners of any class of voting securities or securities convertible into voting securities of Area Representative, and shall furnish such list to Franchisor upon request.

5.11 **Ownership of Training Locations**. As described in Section 1.6.2, Area Representative may, but is not required to own, operate, and maintain at least one (1) Training Location which must be located within the Development Area.

5.11.1 Area Representative must maintain two levels of certification:

5.11.1.1 Area Representative must have a fully functioning Training Location that meets or exceeds Franchisor's specifications; and

5.11.1.2 Area Representative must also be certified in order to train Area Representative's franchisees, which may include the successful completion of Franchisor's annual qualification test.

5.11.2 It is Area Representative's responsibility to meet or exceed the performance requirements of the Mandatory Development Schedule and maintain Area Representative's aggregate number of units at all time. Area Representative is responsible for any and all functions relating to recruiting new franchisees and having each franchisee properly open and operate their Franchised Business, including but not limited to, real estate, business/strategic planning, supply line, training, new and/or other functions specified by Franchisor.

5.12 **Franchisor's Right of Inspection**. Area Representative shall grant Franchisor and Franchisor's agents the right to enter any Franchised Business in the Development Area, including any Training Location, for the purposes of conducting inspections and monitoring Area Representative's operations. Area Representative shall cooperate with Franchisor's representatives in such steps as may be necessary to immediately correct any deficiencies detected during such inspections or monitoring.

5.13 **Regional Meeting**. Not less than once every six (6) months, Area Representative will arrange for and conduct regional meetings for all Franchised Businesses within the Development Area at a location within the Development Area. Such meetings shall include training and general advisory assistance for the Franchised Businesses within the Development Area. Area Representative shall notify Franchisor in writing at least three (3) weeks prior to conducting such regional meetings. Franchisor may, as it deems necessary in its sole discretion, provide its instructors to assist Area Representative in conducting seminars. Area Representative shall be responsible for the cost of travel, food, lodging, etc. for each of Franchisor's representatives in attendance.

5.14 **Ongoing Training**. In addition to the initial training program described in Section 5.8 of this Agreement, Area Representative, and its appointed designee, as required, must attend any Area Representative seminars or training sessions held by Franchisor. Area Representative shall be responsible for travel, food, lodging, payroll, and other expenses related to such training sessions. Franchisor may also charge its then- current training tuition fee for such additional training, as Franchisor deems necessary in its sole discretion.

5.15 **Compliance with Laws and Regulations**. Area Representative shall ensure that all franchisee solicitations by Area Representative and any acts incident thereto are in strict accordance with the Federal Trade Commission's Rule on Franchising, any applicable state laws, and the FDD prepared by Franchisor. Area Representative will have sole authority and control over the day-to-day operations of the Area Representative Business and Area Representative's employees and/or independent contractors. Area

Representative agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Area Representative Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. At no time will Area Representative or Area Representative's employees be deemed to be employees of Franchisor or Franchisor's affiliates.

5.16 **Electronic Equipment and Services**. Area Representative shall maintain a dedicated mobile telephone line for the purposes of performing its obligations under this Agreement, which must be used exclusively in connection with its Area Representative Business and not for any other purpose (including operation of the Training Location or any other Training Location owned or operated by Area Representative). Area Representative shall also maintain a landline number, an operating fax machine, email address and a laptop computer with current versions of Windows, Microsoft Office and any other software required by Franchisor. Area Representative shall give the mobile phone number, the landline number, the fax number and email address to Franchisor and to each franchisee in the Development Area.

5.17 **Permits, Licenses and Certificates**. Area Representative shall timely obtain any and all permits, certificates, licenses, and bonds necessary for the full and proper operating and management of the Area Representative Business. Copies of all subsequent inspection reports, warnings, certificates and ratings issued by any governmental entity during the Term of this Agreement in connection with the conduct of the Area Representative Business which indicate Area Representative's failure to meet or maintain the highest governmental standards or less than full compliance by Area Representative with any applicable law, rule or regulation, shall be forwarded to Franchisor by Area Representative within three (3) days of receipt thereof.

6. ADVERTISING

6.1. **Standards and Value**. The parties hereto recognize and acknowledge the value of advertising and promotion in locating and soliciting individuals to become franchisees, and the importance of consistency of such advertising and promotion to the furtherance of the goodwill and public image of the Area Representative Business and System. Area Representative shall conduct all advertising in any medium in a dignified manner, shall conform to standards and requirements prescribed by Franchisor, and shall comply with all applicable laws, rules and regulations relating to advertising of franchises.

6.2. **Local Advertising**. Beginning on the first day of the month following the Effective Date of this Agreement, Area Representative agrees to spend not less than one thousand dollars ($1,000) each month on advertising for the purpose of generating leads for franchises within the Development Area (the "Local Advertising Requirement"). Area Representative must obtain Franchisor's written permission prior to attending any trade shows and prior to engaging in any solicitations outside of Area Representative's Development Area. Area Representative must spend the Local Advertisement Requirement as Franchisor prescribes in the Manuals or otherwise in writing, which may include, without limitation, requirements for placing a certain number and/or type(s) of media advertisements, including direct mailing, internet, or other solicitations, to prospects within Area Representative's Development Area. Area Representative acknowledges and agrees that Area Representative's local advertising obligation must be expended regardless of the amount(s) spent by other System area representatives on local advertising. Area Representative may spend any additional sums Area Representative wishes on local advertising. Once a minimum development schedule of units has been opened within its Development Area, Area Representative may stop spending the Local Advertising Requirement. Area Representative Area Representative must use only such advertising and promotional materials as have been previously approved by Franchisor. Franchisor may require Area Representative to provide Franchisor an annual plan for Area Representative's expenditure of the Local Advertising Requirement. Area Representative must provide Franchisor with invoices or other evidence of these expenditures on a monthly basis in any manner Franchisor may specify. An advertising and promotional program budget will be submitted by Area Representative each quarter and will be mutually agreed upon fifteen (15) days prior to the beginning of each calendar quarter. Area Representative shall submit to Franchisor for prior approval all sales, promotional, advertising, and other materials relating to recruiting new franchisees. Franchisor will notify Area Representative of its approval of the proposed materials and programs within fifteen (15) business days after receipt thereof. Franchisor shall use reasonable efforts to respond within the said fifteen (15) business day period and shall not unreasonably withhold or delay approval, but if Franchisor fails to respond within said period, such materials shall be deemed disapproved. Area Representative shall affix the Proprietary Marks in the manner prescribed by Franchisor to all stationery, cards, signs, and other advertising materials used in connection with Area Representative's operations hereunder.

6.3. **Cooperative Advertising**. Franchisor will have the right to establish regional advertising and promotional cooperatives (each, a "Cooperative") and solicit contributions to these Cooperatives from franchisees within the Development Area. Area Representative-owned Training Locations will be subject to the Cooperative contribution requirements. At Franchisor's request, Area Representative hereby agrees to manage any Cooperative within its Development Area and assist Franchisor in ensuring that individual franchisees comply with the Franchisor's or the Cooperative's requirements regarding contributions to the Cooperative and the use of advertising, promotional, and other materials.

6.4. **Advisory Councils**. Upon Franchisor's request, Area Representative must participate in any advisory councils Franchisor may establish, within the Development Area or otherwise, regarding advertising plans/expenditures and any other aspects of the System Franchisor may designate.

7. USE OF SYSTEM AND MARKS

7.1. **No Right to Marks**. This Agreement does not grant Area Representative any right to use the Proprietary Marks. Area Representative acknowledges that the mark "THE FRESH MONKEE" and all other Proprietary Marks licensed hereunder or subsequently developed are owned by Franchisor, and that only Franchisor, Franchisor's affiliates, and their respective franchisees, licensees, and designees have the right to use such Proprietary Marks and such other trade names, trademarks, service marks and copyrights as may presently exist or be acquired and licensed for use by Franchisor, along with ancillary signs, symbols or indicia used in connection or conjunction with said Proprietary Marks. Area Representative further acknowledges that valuable goodwill is attached to such trade names, trademarks, and service marks and that it will use such Proprietary Marks only in the manner and to the extent specifically licensed by this Agreement and Area Representative's individual franchise agreements. All goodwill resulting from Area Representative's use of the Proprietary Marks pursuant to Area Representative's individual franchise agreements and otherwise will inure to the benefit of Franchisor, and Area Representative hereby waives any right to compensation for such goodwill.

7.2. **No Contest or Infringement**. Area Representative acknowledges, and will not contest, infringe, or harm Franchisor's exclusive ownership and rights to each and every aspect of the System, including the Proprietary Marks. Area Representative's right to market the System is specifically limited to the Development Area, and is subject to the supervision and control of Franchisor as provided herein. Area Representative acknowledges that the Proprietary Marks constitute a significant aspect of the System and Area Representative agrees that such Proprietary Marks will not be used as the name, or part of the name, of any corporation, partnership or any entity under which Area Representative or any entity formed to operate a Restaurant within the Development Area transacts any business. Area Representative's use of the Proprietary Marks is subject to the control and approval of Franchisor in every other respect.

7.3. **Rights to Proprietary Marks upon Termination**. Area Representative's rights to use the Proprietary Marks will immediately terminate upon the expiration or termination of this Agreement for any reason whatsoever.

7.4. **Identification of Area Representative Business**. Area Representative must conspicuously display a sign that states that "WE ARE AN INDEPENDENTLY OWNED AND OPERATED AREA REPRESENTATIVE OF THE FRESH MONKEE FRANCHISE, LLC". Area Representative's business cards, stationery, purchase order forms, invoices, leases, tax returns, and other documents used in Area Representative's business dealings with prospective franchisees, suppliers, lessors, government agencies, employees, and customers must clearly identify Area Representative as an independent legal entity.

7.5. **Goodwill**. Any and all goodwill arising from Area Representative's use of the Proprietary Marks and other of Franchisor's proprietary materials shall inure solely and exclusively to Franchisor's benefit, and upon expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Area Representative's use of the System, the Proprietary Marks, or any other proprietary materials.

8. REMUNERATION OF AREA REPRESENTATIVE

Area Representative's principal source of income under this Agreement will be derived from its share of the revenues generated by the sale and operation of Franchised Businesses within the Development Area.

8.1. **Revenue Flow**. All initial franchise fees due from both Additional Training Locations (owned by Area Representative) and franchisee-owned Restaurants within the Development Area are due and payable to Franchisor under the terms of individual franchise agreements. Area Representative shall pay any and all federal, city, state, or local taxes, fees, fines, or assessments arising out of the operation of the Training Locations it owns or controls or the Area Representative Business. Area Representative agrees to comply with all federal, state, and local laws, ordinances and orders, and codes applicable to the Area Representative Business. In connection with Area Representative's share of any receipts collected by Franchisor from the Development Area, Area Representative agrees to pay any applicable excise or gross receipts taxes, or other charges payable under applicable law for its share of the fees collected from any Restaurant located within the Development Area.

8.2 **Remuneration**. Area Representative expressly acknowledges that Franchisor retains the right to employ the services of franchise brokers to assist Franchisor in generating franchise sales on a regional or national basis, both within and outside of Area Representative's Development Area. In the event that: (i) Franchisor or its affiliates discover a prospect within the Development Area and such prospect signs a franchise agreement; (ii) Franchisor's brokers present a prospect within the Development Area and such prospect signs a franchise agreement; or (iii) Area Representative provides a lead and facilitates the sale of a franchise in the Development Area and such prospect signs a franchise agreement, Franchisor will remit to Area Representative, up until the termination, expiration, or transfer of this Agreement:

8.2.1 **Initial Fees, Renewal Fees, and Transfer Fees**. Area Representative shall receive fifty percent (50%) of any initial franchise fees for any units that are opened in their Development Area. If the sale or transfer of a franchise is facilitated by a broker, franchise consultant, or the Company, Area Representative will not be entitled to collect any initial franchise fee; and

8.2.2 **Ongoing Fees**. Area Representative will receive an amount equal to fifty percent (50%) of all royalty fees (as described in the individual franchise agreements of each franchisee operating in Area Representative's Development Area) collected from franchisees within the Development Area, which will be calculated based on the amounts Franchisor actually collects from these franchisees in the form of ongoing royalty fees, less any broker fees. Franchisor will remit these amounts to Area Representative on or before the fifteenth (15th) of each month based on the royalties actually collected during the preceding month. You must pay the full amount of royalty fees owed in connection with your Training Location and any other locations you open, however, Franchisor shall remit 50% of the royalty fees to Area Representative, as a Location within its Development Area.

8.2.3 **Prohibition on Use of Non-Approved Brokers**. Area Representative may not use any third-party brokers in connection with the recruitment of prospective franchisees within the Development Area, except for the broker(s) that Franchisor approves or designates in writing.

8.3 **Remuneration Conditioned Upon Compliance**. Area Representative acknowledges and agrees that Area Representative's share of any fees due under Section 8.2 above is conditioned upon its provision of the pre-signing, initial, and ongoing services set forth in Section 5 of this Agreement and its fulfillment of its obligations under the Mandatory Development Schedule set forth in Section 3 and Exhibit E of this Agreement.

8.4 **Franchisor's Reporting Requirements**. Franchisor shall provide a monthly report on or before the fifteenth (15th) day of each month describing the Gross Sales reported from each franchisee in the Development Area, the royalty fees received from each franchisee in the Development Area, and the monies payable to Area Representative.

8.5 **No Share of Other Fees**. Area Representative agrees and acknowledges that it shall not be entitled to any portion of advertising contributions/fees of any kind, training fees, or any other fees collected by Franchisor (or its affiliates) from franchisees within the Development Area, other than those specified in Section 8.2 above. Area Representative further acknowledges and agrees that its rights to receive the amounts contemplated by this Section 8 are conditioned on Area Representative's full, prompt and complete performance of its duties and obligations under the terms of this Agreement. The responsibility for collection of all payments due under the individual franchise agreements from franchisees rests with Franchisor, but Area Representative shall use its reasonable best efforts to ensure that all payments and reports are submitted to Franchisor on a timely basis.

8.6 **Financing and Impounds**. In the event that Franchisor, in its sole discretion, provides financing, through a commercial note or otherwise, of any portion of an initial franchise fee paid by a franchisee within the Development Area, or if an impound condition is imposed by any state regulatory agency, Area Representative acknowledges and agrees that it shall receive its portion of the initial franchise fee when the Franchisor has collected the initial franchise fee in full. Area Representative shall not be entitled to remuneration based on any interest collected by Franchisor in connection with extending such financing.

8.7 **Inspection of Books and Records**. Area Representative must maintain accurate business records, reports, accounts, books and data relating to the operation of the Area Representative Business. Franchisor and Franchisor's designees have the right to inspect and/or audit Area Representative's business records at any time during normal business hours, whether announced or unannounced, to determine whether Area Representative is current with suppliers and is otherwise operating in compliance with the terms of this Agreement and the Manuals. If any audit reveals that Area Representative has: (a) improperly allocated revenues and expenses between any Training Location or the Area Representative Business and any other business; (b) understated royalty or local advertising expenditures, by more than two percent (2%) for any Training Locations; or (c) failed to submit timely reports and/or remittances for any two (2) reporting periods within any 12-month period, Area Representative must pay the reasonable cost of such audit and/or inspection, including the cost of outside auditors and attorneys (to the extent Franchisor incurs such costs), together with amounts due for royalty and other fees as a result of such underreporting and/or failure to submit reports, along with all late fees and interest which may otherwise be due under this Agreement.

8.8 **Pre-Existing Franchisees and Franchisor-Owned Restaurants**. Notwithstanding anything contained in this Section 8, Area Representative acknowledges and agrees that Area Representative shall not be entitled to any portion of initial franchise fees from any franchisees within the Development Area who have signed agreements with Franchisor prior to the effective date of this Agreement, or any Restaurants operated by Franchisor, Franchisor's affiliates, or Franchisor's designees. Furthermore, Area Representative acknowledges and agrees that any such Restaurants shall not count toward any of Area Representative's obligations under this Agreement, including the Mandatory Development Schedule.

8.9 **Right of Set-Off**. Area Representative grants Franchisor the irrevocable right of set-off against any fees or accounts payable to Area Representative from any and all fees or other monies collected by Franchisor for which a portion is to be paid to Area Representative as remuneration under this Section 8.

8.10 **Refunds**. Franchisor shall have sole discretion as to the terms and conditions of collections from System franchisees, including the right to defer or refund initial franchise fees or royalty fees. In no event shall any such deferred payments become payable to Area Representative until and unless such fees are paid to Franchisor by System franchisees. In the event Franchisor refunds any amount collected, Franchisor shall have the right, as it deems appropriate, to either deduct from any payments due to Area Representative its portion of any amount so refunded, or to require Area Representative to remit any such portion of the refunded amount to Franchisor immediately upon request. Franchisor shall have no liability to Area Representative for payments under this Section in the event that any System franchisee, for any reason, fails to pay any fee owed to Franchisor.

9. RELATIONSHIP OF THE PARTIES

9.1. **Independent Contractor Status**. The appointment of Area Representative pursuant to this Agreement does not make Area Representative an agent, partner, legal representative or employee of Franchisor and the parties expressly agree that Area Representative is an independent contractor. Area Representative does not have the right to bind Franchisor, to transact any business or make any promises or representations on behalf of Franchisor, or to incur any indebtedness on behalf of Franchisor, except as expressly provided herein. Area Representative will at all times represent himself only as an independent contractor who has been appointed and licensed as an Area Representative. Neither this Agreement nor the relationship between the parties hereto constitutes a partnership or a joint venture between Area Representative and Franchisor. It is understood, acknowledged, and agreed by the parties hereto that they do not intend to create by this Agreement any type of franchise relationship. The relationship that exists between the parties is one of contracting for the services of Area Representative as an independent representative for franchise sales and support. This Agreement is strictly a method to develop a program to sell franchises and coordinate the provision of ongoing services to franchisees. This Agreement is not a franchise agreement, master franchise, subfranchise, or any other type of franchise relationship of any kind or nature. If any state regulatory agency deems Area Representative to be a subfranchisee, Area Representative shall assume responsibility for all necessary franchise registration filings and shall assume all costs for such necessary filing with appropriate state agencies.

9.2. **Operation of Training Locations**. Subject to any provisions contained in this Agreement to the contrary, the relationship of Franchisor and Area Representative with respect to the ownership and operation by Area Representative of Training Locations within the Development Area, if applicable, will be governed by the individual franchise agreement(s) executed in connection therewith.

9.3. **Maintenance of Independent Contractor Status**. Franchisor will not violate Area Representative's status as an independent salesman and will provide only such supervision and training as is necessary and essential to protect the goodwill, reputation, Proprietary Marks, copyrights, trade secrets, confidential information, and standards of quality of the System, and as may be necessary to enable Area Representative to operate its own Training Locations, and to support franchisees within its Development Area. Neither this Agreement nor Franchisor's course of conduct is intended, nor may anything in this Agreement (nor Franchisor's course of conduct) be construed to state or imply that Franchisor is the employer of Area Representative's employees and/or independent contractors, nor vice versa.

10. INDEMNIFICATION

Area Representative and Area Representative's principals agree to indemnify, defend, and hold Franchisor, Franchisor's affiliates, and their respective shareholders, directors, officers, employees, agents, successors and assignees ("Indemnitees") harmless against and to reimburse them for all claims, obligations, liabilities and damages ("Claims"), including any and all taxes, directly or indirectly arising out of, in whole or in part: (i) Area Representative's solicitation of prospective franchisees and the provision by Area Representative of ongoing services to franchisees in the Development Area; (ii) the operation of the Area Representative Business and any Training Locations, including the use, condition, construction and buildout, equipping, decorating, maintenance, or operation of any training facility or Training Locations Area Representative may operate now or in the future; (iii) Area Representative's advertising; (iv) the use of the Proprietary Marks and other proprietary materials; (v) the transfer of any interest in this Agreement or Area Representative's Franchised Business(es) in any manner not in accordance with this Agreement; (vi) the infringement, alleged infringement, or any other violation or alleged violation by Area Representative or any of Area Representative's principals of any patent, mark, or copyright, or other proprietary right owned or controlled by third parties; or (vii) libel, slander or any other form of defamation of Franchisor, the System, or other area representatives or franchisees operating under the System, by Area Representative or by any of Area Representative's principals or employees. For purposes of this indemnification, "Claims" shall include all obligations, actual, consequential, punitive and other damages, and costs reasonably incurred in the defense of any action, including attorneys', attorney assistants' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether or not such claims exceed the amount of insurance coverage available through Area Representative to Franchisor.

Franchisor shall have the right, though not the obligation, to defend any such Claim against it in such manner as Franchisor deems appropriate or desirable in Franchisor's sole discretion. Such an undertaking by Franchisor shall, in no manner or form, diminish Area Representative's and each of Area Representative's principals' obligations to indemnify the Indemnitees and to hold them harmless. Area Representative will be responsible for all loss or damage originating from or arising in connection with the operation of Area Representative's headquarters and individual Restaurants, and for all Claims related to damages to property or for injury, illness or death of persons, directly or indirectly, resulting from said operation, and agrees to indemnify and hold Franchisor harmless against and from any such Claim. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration, termination, or transfer of this Agreement.

11. INSURANCE

Area Representative agrees to purchase/procure and maintain the following types of insurance covering the operation and location of the Area Representative Business: (i) comprehensive general liability insurance, including broad form contractual liability, broad form property damage, personal injury, advertising injury, dram shop liability, completed operations, products liability and fire damage coverage, in the minimum amount of two million dollars ($2,000,000) combined single limit; (ii) "All Risks" coverage for the full cost of replacement of the Area Representative Business premises and all other property in which Area Representative may have in interest, with no coinsurance clause for the Area Representative Business premises; (iii) crime insurance for employee dishonesty in the amount of ten thousand dollars ($10,000) combined single limit; (iv) automobile liability coverage, including coverage of owned, non-owned and hired vehicles, with coverage in the minimum amount of two million dollars ($2,000,000) combined single limit; (v) workers compensation insurance, as required by applicable law; and (vi) such other insurance as may be required by Franchisor, Area Representative's lessor, or the state or locality in which any Restaurant is located. Insurance carriers must be approved by Franchisor in advance and in writing. All insurance policies shall be issued by insurance companies with a financial rating of at least "A" status or better as rated in the most recent edition of Best's Insurance Reports. Franchisor's acceptance of an insurance carrier does not constitute Franchisor's representation or guarantee that the insurance carrier will be capable of meeting claims during the term of the insurance policy. Area Representative expressly agrees to carry such insurance as may be required by the lease of any Restaurant or office space, or by any of Area

Representative's lenders or equipment lessors and such workers compensation insurance as may be required by applicable law. Area Representative shall add Franchisor to all insurance contracts as an additional insured under the insurance policies, the cost of which will be paid by Area Representative. No insurance policy must be subject to cancellation, termination, nonrenewal or material modification, except upon at least thirty (30) calendar days' prior written notice from the insurance carrier to Franchisor. Area Representative must submit a certification of insurance which demonstrates compliance with this Section. If Area Representative fails to comply with the minimum insurance requirements set forth herein, Franchisor has the right to obtain such insurance and keep same in force and effect, and Area Representative shall pay Franchisor, on demand, the premium cost thereof and administrative costs of eighteen percent (18%) in connection with Franchisor's obtaining the insurance. Franchisor has the right to increase or otherwise modify the minimum insurance requirements upon thirty (30) calendar days prior written notice to Area Representative, and Area Representative shall comply with any such modification within the time specified in said notice.

12. DEFAULT AND TERMINATION

The rights, licenses and territorial exclusivity granted to Area Representative under this Agreement have been granted in reliance on Area Representative's representations and assurances, among others, that the conditions and obligations set forth in this Agreement will be met and performed in a timely manner.

12.1 **Automatic Termination**. This Agreement shall automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following:

12.1.1 **Voluntary Bankruptcy**. If Area Representative makes an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or acquiesces in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consents to or acquiesces in the appointment of a trustee or receiver for Area Representative, the Area Representative Business, or any individual Training Location operated by Area Representative.

12.1.2 **Involuntary Bankruptcy**. If proceedings are commenced to have Area Representative adjudicated bankrupt or to seek Area Representative's reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within sixty (60) days, or a trustee or receiver is appointed for Area Representative or the Area Representative Business without Area Representative's consent, and the appointment is not vacated within sixty (60) days.

12.1.3 **Unauthorized Transfer**. If Area Representative purports to sell, transfer or otherwise dispose of its interest in the Area Representative Business in violation of Section 13 hereof.

12.1.4 **Final Judgment**. If a final judgment against Area Representative remains unsatisfied or of record for thirty (30) calendar days or longer (unless supersedeas bond is filed).

12.1.5 **Dissolution of Area Representative**. If Area Representative is dissolved and not reformed within thirty (30) calendar days thereafter.

12.2. **With Notice and Without Opportunity to Cure**. Franchisor has the right to terminate this Agreement upon notice without providing Area Representative an opportunity to cure for any of the following breaches or defaults:

12.2.1 **Criminal Acts**. If Area Representative or Area Representative's principals are convicted of or plead guilty or no contest to any felony, or take part in any criminal misconduct related to the operation of the Area Representative Business.

12.2.2 **Fraud**. If Area Representative or Area Representative's principals commit any fraud or misrepresentation.

12.2.3 **Misrepresentation**. If Area Representative or Area Representative's principals make any material misrepresentation or omission in connection with Area Representative's application, including but not limited to any misrepresentations regarding Area Representative's financial and managerial capability to operate and support Restaurants pursuant to the Mandatory Development Schedule set forth in Section 3 and Exhibit E to this Agreement. The term "application" includes any information or materials provided to Franchisor or Franchisor's agents and third-party designees in connection with Area Representative's purchase of the Area Representative Business.

12.2.4 **Failure to Complete Training**. If Area Representative fails to complete initial training as required under Area Representative's individual franchise agreement(s) or this Agreement.

12.2.5 **Repeated Breaches**. If Franchisor sends Area Representative two (2) or more written notices to cure pursuant to Sections 12.3 or 12.4 hereof within any given twelve (12) month period.

12.2.6 **Failure to Maintain Cumulative Number of Restaurants Open**. If Area Representative fails to keep the cumulative number of Restaurants required under the Mandatory Development Schedule open and operating during the term of this Agreement, subject to the cure period described in Section 3.3.1 of this Agreement.

12.2.7 **Breach of Other Agreements**. If Area Representative or Area Representative's principals materially breach any of Area Representative's franchise agreements, or any other agreement with Franchisor or any of Franchisor's affiliates or designated suppliers, or threaten any material breach of any such agreements and fail to cure such breach within any permitted period for cure.

12.2.8 **Misuse of the Proprietary Marks or Confidential Information**. If Area Representative or Area Representative's principals materially violate any provision hereof pertaining to the Proprietary Marks or Confidential Information (as defined in Section 14.3.1 of this Agreement) or otherwise misuse the Proprietary Marks or Confidential Information.

12.2.9 **Violation of In-term Restrictive Covenant**. If Area Representative violates the in-term restrictive covenant contained in Section 14.1 of this Agreement, or the respective in-term restrictive covenants of Area Representative's individual franchise agreements.

12.2.10 **Liens**. If a levy of writ of attachment or execution or any other lien is placed against Area Representative or any of Area Representative's principals or any of their assets, which is not released or bonded against within thirty (30) days.

12.2.11 **Insolvency**. If Area Representative or any of Area Representative's principals become insolvent.

12.2.12 **Government Regulations**. If Area Representative fails, within fifteen (15) calendar days after notification of non-compliance by federal, state or local government authorities, to comply with any law or regulation applicable to the Area Representative Business or an individual Restaurant.

12.2.13 **Government Actions**. If any government action is taken against Area Representative that results in any obligation upon Franchisor which in Franchisor's sole judgment is uneconomical, not in the best interests of Franchisor, or would result in Franchisor having an unintended relationship or obligation.

12.2.14 **Anti-Terrorist Activities**. If Area Representative fails to comply with the provisions of Section 20.5 of this Agreement.

12.2.15 **Improper Guidance**. If Area Representative advises, guides, or otherwise provides information to any franchisee that causes the franchisee to breach any term, covenant or other obligation under its individual franchise agreement.

12.2.16 **Failure to Obtain Written Consent**. If Area Representative fails to obtain Franchisor's prior written approval or consent for any occasion when such approval or consent is required.

12.2.17 **Cease to Operate**. If Area Representative ceases to operate and/or support any of the Restaurants opened pursuant to the terms of this Agreement for thirty (30) days.

12.2.18 **Opening Prior to Execution of Agreement**. If Area Representative opens any Restaurant for business before a franchise agreement for such Restaurant has been fully executed and the initial franchise fee due to Franchisor has been paid.

12.2.19 **Failure to Obtain or Maintain Required Licensing, Permits or State Approvals**. If Area Representative fails to apply for, obtain and maintain any required permits, licenses or state approvals associated with being a franchise broker and/or franchise sales agent under any state or federal law applicable within any portion of the Development Area.

12.2.20 **Promotion of Alternate Franchise Entities**. If Area Representative attempts to promote or sell competing smoothie, shake, or healthy juice concepts other than that of Franchisor.

12.2.21 **Alternative and Unapproved Profit Centers**. If Area Representative creates an alternative profit center, or otherwise derives revenue from the System in a manner that is not specifically described herein or otherwise has been expressly approved in writing by Franchisor. If Area Representative wishes to derive revenue in any previously-unapproved manner, Area Representative must request to do so in writing, and Franchisor may withhold or subsequently revoke its approval at any time for any reason.

12.2.22 **Failure to Comply with Disclosure Laws**. If Area Representative makes any financial misrepresentation or illegal disclosure in the solicitation of prospective franchisees that would violate any federal, state, or local law governing franchise sales and/or disclosure.

12.3 Upon 30 Days' Notice to Cure. Franchisor has the right to terminate this Agreement if any of the following defaults remains uncured following notice and the expiration of a thirty (30) day cure period:

12.3.1 **Nonpayment**. If Area Representative fails to pay as and when due any sums owed to Franchisor, any of Franchisor's affiliates, or any of Franchisor's major suppliers or vendors.

12.3.2 **Improper Allocations, Failure to Submit Reports**. If any audit reveals that Area Representative has (a) improperly allocated revenues and expenses between any Training Location or the Area Representative Business and any other business; (b) understated royalty or worldwide creative fee payments, or local advertising expenditures, by more than two percent (2%) for any Training Locations; or (c) failed to submit timely reports and/or remittances for any two (2) reporting periods within any 12-month period.

12.3.3 **Failure to Maintain Sufficient Working Capital**. If Area Representative fails to maintain sufficient levels of working capital to adequately meet its obligations under the Mandatory Development Schedule and this Agreement.

12.3.4 **Failure to Obtain Approval of Advertising**. If Area Representative fails to obtain Franchisor's prior written approval for any and all advertising, marketing, or promotional plans and materials used by Area Representative in connection with its promotion of the System and the recruitment of franchisees, or if Area Representative otherwise violates any provision of this Agreement relating to advertising.

12.3.5 **Failure to Devote Best Efforts**. If Area Representative fails to devote reasonable best efforts to the development of the Development Area.

12.3.6 **Failure to Comply with Section 5**. If there is substantial noncompliance with Section 5 of this Agreement relating to duties of an Area Representative.

12.3.7 **Failure to Service Franchisees**. After written notification of cause or default, and a reasonable period of time to resolve such franchisee complaints and/or issues, if seventy-five percent (75%) of the franchisees in the Development Area (provided Area Representative has recruited at least four franchisees in the Development Area) submit a written petition to Franchisor stating that Area Representative is not providing the franchisees with support as outlined in their individual franchise agreements.

12.4 **Upon 30 Days' Notice to Cure**. Except as provided for in Sections 12.1, 12.2, and 12.3 above, Franchisor has the right to terminate this Agreement after providing notice and after expiration of a thirty (30) day cure period if Area Representative fails to perform or comply with any one or more of the terms or conditions of this Agreement or any other agreements between Area Representative and Franchisor or Franchisor's affiliates.

12.5 **Additional Grounds**. The events of default and grounds for termination described in this Section 12 will be in addition to any other grounds for termination and remedies contained elsewhere in this Agreement or in any individual franchise agreement executed between Franchisor and Area Representative.

12.6 **Development Area Rights upon Termination**. Upon termination of this Agreement, Area Representative will not have further rights to receive any portion of any remuneration described in Section 8 above, and Franchisor will have complete and exclusive rights to all fees collected from each Franchised Business within the Development Area, including Training Locations owned by Area Representative.

12.7 **Nonwaiver**. Franchisor's delay in exercising or failing to exercise any right or remedy under this Agreement or Franchisor's acceptance of any late or partial payment due hereunder shall not constitute a waiver of any of Franchisor's rights or remedies against Area Representative.

12.8 **Post Termination Obligations**. Upon termination of this Agreement, Area Representative's rights to any Restaurants for which Area Representative and Franchisor have not executed a franchise agreement, as well as Area Representative's exclusivity in the Development Area, will terminate immediately. In the event this Agreement is terminated, Area Representative will retain the right to develop and operate Restaurants for which Area Representative has signed a franchise agreement, provided that this Agreement was not terminated as a result of Area Representative's failure to comply with the terms of Area Representative's existing franchise agreement(s). Upon termination, Franchisor shall have the right to develop the Development Area itself, or through its franchisees, licensees, or otherwise, at its sole discretion.

13. TRANSFERABILITY

13.1 **Ownership and Transfer**. Area Representative shall not sell, transfer, assign or encumber Area Representative's interest in the Area Representative Business without Franchisor's prior written consent, which consent will not be unreasonably withheld or delayed. Any sale, transfer, assignment, or encumbrance made without Franchisor's prior written consent shall be voidable at Franchisor's option and shall subject this Agreement to termination as specified herein. Prior or contemporaneously with the execution of this Agreement, Area Representative must provide a completed Data Sheet, the terms of which are incorporated herein by reference, stating the name, address, and percentage ownership of all of Area Representative's present partners, shareholder(s), or member(s), as applicable. In addition, before entering into any note or loan agreement with any party pursuant to which the debt is convertible into an ownership interest impacting Area Representative's present owners' voting rights or control over Area Representative, Area Representative will submit to Franchisor the name and address of the lender, as well as the terms of the loan agreement.

13.2 **Rights Personal to Area Representative**. Area Representative understands and acknowledges that the rights and duties set forth in this Agreement are personal to Area Representative and are granted in reliance upon the individual or collective character, skill, aptitude, business, and financial capacity of Area Representative and its principals. Area Representative has represented to Franchisor that Area Representative is entering into this Agreement with the intention of complying with its terms and conditions, and not for the purpose of resale of its rights and obligations hereunder.

13.3 **Effectiveness of Transfer**. Area Representative acknowledges and agrees that the restrictions on transfer imposed herein are reasonable and necessary to protect Franchisor's System and Proprietary Marks, as well as Franchisor and Franchisor's affiliates, franchisees, and other area representatives. Any assignment or transfer permitted by this Section shall not be effective until Franchisor receives a completely executed copy of all transfer documents and Franchisor consents in writing thereto.

13.4 **Death or Disability**.

13.4.1 **Representative's Right to Continue as Area Representative**. In the event of Area Representative's death, disability or incapacitation (or the death, disability or incapacitation of Area Representative's principals or personal guarantors), Area Representative's legal representative, or Area Representative's principal's or guarantor's respective legal representative, as applicable, shall have the right to continue the operation of the Area Representative Business as Area Representative under this Agreement if: (i) within ninety (90) days from the date of death, disability or incapacity (the "90-Day Period"), such person has obtained Franchisor's prior written approval and has executed Franchisor's then-current form of area representative agreement for the unexpired term of this Agreement, or has furnished a personal guaranty of any partnership, corporate or limited liability company Area Representative's obligations to Franchisor and Franchisor's affiliates; and (ii) such person successfully completes Franchisor's training program, if any, which Franchisor will provide at Franchisor's then-current tuition rate. Such assignment by operation of law will not be deemed in violation of this Agreement, provided such heirs or legatees accept the conditions imposed by Franchisor's area representative agreement and are acceptable to Franchisor. In the event that Area Representative's legal representative, or Area Representative's principal's or personal guarantor's respective legal representative, as applicable, is unable to comply with subsections (i) or (ii) herein, such person shall have six (6) months within which to transfer its interest pursuant to the conditions listed in Section 13.7 below, or to find a party approved of by Franchisor to manage such party's interest on the legal representative's behalf.

13.4.2 **Area Representative Business Operation During and After 90-Day Period**. Franchisor is under no obligation to operate the Area Representative Business, or incur any obligation on behalf of any incapacitated Area Representative, during or after the 90-Day Period. If necessary, Area Representative (or Area Representative's legal representative, as applicable) shall appoint a previously approved acting interim manager to operate the Area Representative Business during the 90-Day Period or any subsequent period in which Area Representative's legal representative, or Area Representative's principal's or guarantor's respective legal representative, as applicable, attempts to transfer such person's interest or find a party approved of by Franchisor to manage such person's interest. In the event of Area Representative's death, disability, absence or otherwise, Franchisor may (but is not required to) operate the Area Representative Business on Area Representative's behalf and at Area Representative's expense for such period of time (and under such terms and conditions) as Franchisor determines, including transferring title to or liquidating the Area Representative Business's assets and/or paying out the revenues of the Area Representative Business to cover any or all past, current and/or future obligations of the Area Representative Business (including any amounts owed to Franchisor and/or any affiliate) in such priorities as Franchisor determines from time-to-time in Franchisor's sole and absolute discretion. Franchisor may pay itself a reasonable amount to reimburse Franchisor for Franchisor's management services and other costs. Franchisor may obtain approval of a court or mediator for any such arrangements, the attorneys' fees and other costs incurred in connection with obtaining such approval to be charged against the assets and/or revenues of the Area Representative Business. Area Representative (and/or Area Representative's estate) will indemnify Franchisor against any costs and/or liabilities incurred by it in connection with, or related in any way to, the operation (or otherwise) of the Area Representative Business; provided, however, such indemnity shall not apply to any costs and/or liabilities that result from Franchisor's gross negligence or intentional misconduct.

13.5 **Change in Ownership**. A sale, transfer or assignment requiring Franchisor's prior written consent shall be deemed to occur: (i) if Area Representative is a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of Area Representative's voting stock or any increase in the number of outstanding shares of Franchisee's voting stock which results in a change of ownership; (ii) if Area Representative is a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; or (iii) if Area Representative is a limited liability company, upon the assignment, sale, pledge or transfer or any interest in the limited liability company. Any new owner, partner, shareholder, or member or manager of Area Representative will be required to personally guarantee Area Representative's obligations under this Agreement. A transfer pursuant to (i) and (iii) above in accordance with Section 13.8 below shall not be subject to Franchisor's right of first refusal as set forth in Section 13.6.

13.6 **Franchisor's Right of First Refusal**. If Area Representative proposes to transfer either this Agreement or all, or substantially all, of the assets used in connection with the Area Representative Business or Area Representative's Restaurants, Area Representative shall first offer to sell such interest to Franchisor on the same terms and conditions as offered by such third party. Area Representative shall obtain from the third party and provide Franchisor a statement in writing, signed by the third party and Area Representative, of the terms of the offer ("Letter of Intent"). If Franchisor elects not to accept the offer within a thirty (30) day period, Area Representative shall have a period not to exceed sixty (60) days to complete the transfer described in the Letter of Intent subject to the conditions for approval set forth herein. Area Representative shall effectuate no other sale or transfer as contemplated under the Letter of Intent without first complying with this Section 13.6. Any material change in the terms of the offer shall be deemed a new proposal subject to Franchisor's right of first refusal. So long as Area Representative has obtained Franchisor's prior written consent, which shall not be unreasonably withheld, a transfer as a result of the death, disability or incapacitation of a shareholder or partner, or a transfer to a corporation or limited liability company for purposes of convenience of ownership, in accordance with Section 13.4 or Section 13.8 respectively, is not subject to Franchisor's first right of refusal.

13.7 **Conditions for Approval**. Franchisor may condition Franchisor's approval of any transfer as described in this Section 13 upon satisfaction of the following occurrences:

13.7.1 All of Area Representative's accrued monetary obligations to Franchisor, Franchisor's affiliates, and Franchisor's designated/approved suppliers and vendors are satisfied;

13.7.2 Area Representative must cure all existing defaults under this Agreement, all franchise agreements, Area Representative's leases or other agreements with landlords for Area Representative's Training Locations, and any other agreement between Area Representative and Franchisor, Franchisor's affiliates, or Franchisor's designated/approved suppliers and vendors, within the period permitted for cure, and Area Representative must have substantially complied with such agreements during their respective terms;

13.7.3 Area Representative and Area Representative's principals (if Area Representative is a partnership, corporation or limited liability company), and the transferee (if it has had any previous relationship with Franchisor or Franchisor's affiliates), must execute a general and mutual release, pursuant to which Area Representative and Franchisor agree to release each other and their respective officers, directors, agents, and employees, from all claims arising out of or related to this Agreement or any related agreements between the Area Representative and Franchisor or their affiliates; provided, the mutual release shall not be inconsistent with any applicable state statute regulating franchises;

13.7.4 Area Representative or transferee shall provide Franchisor with a copy of the purchase agreement relating to the proposed transfer with all supporting documents and schedules not less than thirty (30) days prior to the anticipated closing date of the transaction. The purchase agreement must be satisfactory to Franchisor in its reasonable judgment and include transferee's assumption of, and agreement to faithfully perform all of Area Representative's obligations under this Agreement;

13.7.5 The transferee will demonstrate to Franchisor's satisfaction that he or she meets Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the financial and managerial aptitude and ability to conduct the Area Representative Business and to develop Restaurants pursuant to the Mandatory Development Schedule; has adequate financial resources and capital; however, transferee shall not be in the same business as Franchisor either as licensor, franchisor, independent operator or licensee of any other restaurant or chain which is similar in nature or in competition with Franchisor, except that the transferee may be an existing franchisee or area representative of Franchisor. Franchisor retains the right to disapprove any existing franchisee or area representative who does not have the financial or managerial capability to take on the additional responsibility of operating the Area Representative Business;

13.7.6 Area Representative and/or transferee will provide any additional or substitute personal guaranties deemed necessary by Franchisor to ensure Area Representative's obligations are met under this Agreement;

13.7.7 The transferee will execute Franchisor's then-current form of area representative agreement, which will contain the Mandatory Development Schedule described and set forth in this Agreement hereto;

13.7.8 Area Representative or the transferee will pay Franchisor a transfer fee of ten thousand dollars ($10,000);

13.7.9 The transferee will satisfactorily complete Franchisor's training program for area representatives, if any, at the transferee's expense within the time frame Franchisor sets forth;

13.7.10 Area Representative (and Area Representative's principals if Area Representative is a partnership, corporation, or limited liability company), and the members of their respective families must agree to comply with the post-termination provisions of this Agreement;

13.7.11 The transferee must obtain, within the time limits set forth by Franchisor, and maintain thereafter, all permits and licenses required for the operation of the Area Representative Business and all Training Locations;

13.7.12 To the extent required by the terms of any leases, loans, notes, or other agreements, all lessors, creditors, or other parties, as applicable, must have consented to the proposed transfer;

13.7.13 The transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises and any bulk sales laws or regulations;

13.7.14 The purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation of the Area Representative Business and performance under any individual franchise agreements transferred hereunder;

13.7.15 Area Representative must request that Franchisor provide the prospective transferee with Franchisor's then-current form of franchise disclosure document, and Franchisor shall not be liable for any representations not included in said franchise disclosure document;

13.7.16 Area Representative must obtain Franchisor's approval prior to using any materials describing Franchisor, the System, the Area Representative Business, or any Restaurants, in connection with any purported transfer. Franchisor's approval of any such materials will not be deemed to be Franchisor's recommendation or approval of any proposed sale, or Franchisor's avowal that Franchisor has verified all of the information regarding Area Representative contained in any such materials;

13.7.17 Franchisor's approval of the transfer shall not constitute a waiver of any claims Franchisor may have against the transferring party;

13.7.18 Franchisor shall have the right to disclose to any prospective transferee such revenue reports and other financial information concerning Area Representative, the Area Representative Business, or Area Representative's Training Locations that Area Representative has supplied Franchisor hereunder, and Area Representative agrees to make no false or misleading statements in connection with any purported transfer;

13.7.19 The transfer does not occur during the first year of this Agreement;

13.7.20 Area Representative trains the transferee for two months prior to the transfer and another two months after the transfer, or for another period of time specified by Franchisor at the time of transfer (this is in addition to the requirement that the transferee completes Franchisor's training); and

13.7.21 In any event, Franchisor may withhold or condition Franchisor's consent to any transfer as Franchisor deems appropriate based on the circumstances of the transfer or otherwise.

13.8 **Transfers to a Corporation or Limited Liability Company**. If Area Representative is an individual and desires to assign its rights under this Agreement to a corporation or limited liability company, and if all of the following conditions are met, Franchisor will consent to the transfer without assessing the transfer fee set forth in Section 13.7.8 above, and such assignment will not be subject to Franchisor's right of first refusal:

13.8.1 The corporation or limited liability company is newly organized, and its activities are confined to operating the Area Representative Business;

13.8.2 Area Representative is, and at all times remains, the owner of 51% or more of the outstanding shares of the corporation, or a 51% or greater interest in the limited liability company;

13.8.3 The corporation or limited liability company agrees in writing to assume all of Area Representative's obligations hereunder;

13.8.4 All shareholders of the corporation, or members and managers of the limited liability company, as applicable, personally guarantee the corporation or limited liability company's obligations to Franchisor and Franchisor's affiliates, under this Agreement and any other agreement between Area Representative and Franchisor and/or Franchisor's affiliates, and execute a non-compete agreement as set forth in Section 14 hereof; and

13.8.5 If Area Representative chooses to transfer Area Representative's interest in the Area Representative Business to a corporation or limited liability company more than one-hundred eighty (180) days after executing this Agreement, Franchisor reserves the right to charge a seven thousand five-hundred dollar ($7,500) fee to approve of the transfer, payable upon request for transfer.

13.9 **Subsequent Transfer of Voting Rights in Corporate Entity**. If Area Representative is a corporation, or if Area Representative's rights hereunder are assigned to a corporation, the individuals disclosed in the Data Sheet attached hereto must be the legal and beneficial owner(s) of at least fifty-one percent (51%) of the outstanding equity of said entity. Any subsequent transfer of voting rights of the equity of the entity or assignee entity, and any transfer or issuance of equity of the entity or assignee entity shall be subject to Franchisor's prior written approval. Franchisor will not unreasonably restrict the issuance or transfer of equity, provided that Area Representative complies with the provisions of this Section 13, and provided that in no event shall any equity of such corporate entity or assignee corporate entity be sold, transferred, or assigned to a business competitor of Franchisor's. The articles of organization and governing documents (including bylaws, operating agreement, or partnership agreement) of the entity or assignee entity shall reflect that the issuance and transfer of equity is restricted, and all certificates shall bear the following legend, which shall be legibly and conspicuously on each certificate: "The transfer of this certificate is subject to the terms and conditions of an Area Representative Agreement with The Fresh Monkee Franchise, LLC, dated [Effective Date]. Reference is made to said Area Representative Agreement and related franchise agreements and to restrictive provisions of the governing documents of the entity."

13.10 **Public Offering**. The entity or assignee entity's records shall indicate that a stop transfer order be in effect against the transfer of any equity, except for transfers permitted by this Section 13. In addition to the foregoing, the equity of such entity or assignee entity shall not be publicly sold or traded without Franchisor's prior express written consent, which shall be provided at Franchisor's sole discretion. In the event that Franchisor approves a public offering of Area Representative, Area Representative shall present the applicable disclosure document or prospectus to Franchisor for review within a reasonable time prior to such offering becoming effective. In no event shall Area Representative offer its securities by use of the name "The Fresh Monkee" or any name deceptively similar thereto; provided, however, that Area Representative may make appropriate reference to the fact that Area Representative has an Area Representative Agreement with Franchisor; nor shall Area Representative relinquish control of the new public company. Area Representative agrees to indemnify and hold Franchisor harmless for and against any and all claims, suits, actions, or otherwise which arise out of or from such public offering.

13.11 **Franchisor's Right to Transfer**. Franchisor has the right to sell, transfer, assign and/or encumber all or any part of Franchisor's assets and Franchisor's interest in, and rights and obligations under, this Agreement in Franchisor's sole discretion. Area Representative further agrees and affirms that Franchisor may go public; may engage in a private placement of some or all of its securities; may merge, acquire other corporations, or be acquired by another corporation; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restricting. With regard to such sales, assignments, and dispositions, Area Representative expressly and specifically waives any and all other claims, demands or damages arising from or related to the loss of Franchisor's name, Proprietary Marks (or any variation thereof) and System and/or the loss of association with or identification with Franchisor under this Agreement. Area Representative specifically waives any and all other claims, demands or damages arising from or related to the foregoing merger, acquisition and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing.

13.12 **Franchisor's Purchase Option**. Area Representative hereby grants to Franchisor an option (the "Option") to purchase the assets used in connection with the operation of the Area Representative Business, including but not limited to, all furniture, fixtures, and equipment, if any, and this Agreement (the "Assets"). The parties acknowledge and agree that the Option set forth herein is independent of Franchisor's option to purchase contained in any individual franchise agreement Area Representative may execute pursuant to this

Agreement.

13.12.1 **Option Period**. Franchisor may exercise the Option at any point after the three (3) year anniversary of this Agreement. The Option shall remain open during the term of this Agreement.

13.12.2 **Purchase Price**. In the event that Franchisor elects, at its sole discretion, to exercise the Option, the purchase price (the "Purchase Price") will be either of the following, whichever is greater:

(a) 250% of the Area Representative Fee specified in Section 2.1 of this Agreement; or

(b) four times (4x) the amount of all remuneration received by Area Representative from Franchisor pursuant to Section 8 of this Agreement in Area Representative's previous Calendar Year. For purposes of this Section 13.12.2, a "Calendar Year" is the twelve (12) complete months prior to the month in which Franchisor chooses to exercise the Option.

13.12.3 **Exercise of Option and Closing**. Franchisor will notify Area Representative in writing pursuant to the notice provision set forth in Section 17 below of Franchisor's intent to exercise the Option. Thereafter, Franchisor will have a one-hundred twenty (120) day period within which to conduct its due diligence upon the Assets. In the event that Franchisor elects to purchase the Assets after the satisfactory conclusion of Franchisor's due diligence, Franchisor will have an additional sixty (60) days from the completion of its due diligence investigation within which to tender the Purchase Price and close on the transaction ("Closing"). At Closing, Area Representative agrees to deliver possession and title to the Assets to Franchisor, free and clear of all liens and encumbrances. Franchisor may elect to rescind its election to exercise the Option at any time prior to Closing. Franchisor's failure to exercise the Option on one or more occasions will not preclude Franchisor from exercising the Option at a later date.

13.12.4 **Right of Offset**. Franchisor will not be obligated to assume any liabilities in connection with Franchisor's purchase of the Assets. Franchisor shall be entitled to offset the Purchase Price by (i) any amounts owed by Area Representative to Franchisor; and (ii) any liabilities (contingent or otherwise) which Franchisor agrees, at its absolute discretion, to undertake in connection with exercising the Option.

13.12.5 **Representations and Warranties**. Franchisor will be entitled to all customary warranties and representations in connection with Franchisor's purchase of the Assets, including, without limitation, representations, and warranties as to ownership and condition of and title to the Assets; liens and encumbrances on the Assets; validity of contracts and agreements; and liabilities affecting the Assets, contingent or otherwise.

13.12.6 **Post Term Obligations**. In the event Franchisor elects to repurchase the Area Representative Business pursuant to this Section 13.12.2, this Agreement will be deemed terminated, and Area Representative agrees to comply with the confidentiality provisions set forth in Section 14.3 of this Agreement, as well as its post-term obligations set forth in Section 15 of this Agreement and the covenants against competition set forth in Section 14.2 of this Agreement.

13.12.7 **Reasonableness**. The parties acknowledge and agree that the Option and the Purchase Price set forth herein are fair and reasonable.

14. RESTRICTIVE COVENANTS & CONFIDENTIALITY

Area Representative acknowledges that as a participant in the System, Area Representative will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which Franchisor has developed. Therefore to protect Franchisor and all of Franchisor's other Area Representatives and franchisees, and in addition to any restrictive covenants against competition and confidentiality agreements contained in Area Representative's individual franchise agreements, Area Representative agrees as follows:

14.1 **Restrictive Covenants During the Term of This Agreement**. During the term of this Agreement, neither Area Representative, Area Representative's officers, directors, or principals, not any members of the immediate family of Area Representative or Area Representative's officers, directors, or principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

14.1.1 Own, engage in, be employed in sales management or purchasing by, advise, assist, invest in, franchise, make loans to, or have any other interest, whether financial or otherwise, in in any other Shake restaurant business or restaurant business which offers products and services that are the same or substantially similar to the approved products and services that Area Representative and franchisees are authorized to provide, now or in the future, at Restaurant locations (except for other The Fresh Monkee Restaurants operated under franchise agreements entered into with us or other The Fresh Monkee Restaurants in which you or your owners have an ownership interest) (a "Competing Business"). "Shakes" as used throughout this Agreement means and includes food items that are comprised of: (i) protein shake or smoothies; and (ii) any other establishment that generates twenty percent (20%) or more of its revenue from the combined sale of shakes, smoothies, or any other approved products that we permit you to sell at your Restaurant; provided, however, that this Section does not apply to Area Representative's operation of any other Restaurant under the Proprietary Marks and System;

14.1.2 Solicit or employ, directly or indirectly, any person who is employed by Franchisor, by any entity controlled by or affiliated with Franchisor or by any other of Franchisor's franchisees if that solicitation or employment results in that person terminating her or her present employment and working for Area Representative, or if that solicitation or employment results in that person working in or for or operating a Competing Business.

14.2 **Restrictive Covenants After the Term of This Agreement**. For a period of one (1) year after termination or expiration of this Agreement, Area Representative will not, directly or indirectly for the benefit of Area Representative or Area Representative's owners, or through or on behalf of or in conjunction with any other person, partnership or corporation, own, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any other interest, whether financial or otherwise, in any Competing Business located or regularly selling at the premises of the Competing Business or through mobile points of service (e.g., food trucks, kiosks, or tents) or from other Competing Business or fixed location within ten (10) miles of the Development Area or within five (5) miles of any The Fresh Monkee Restaurant in any state in which Area Representative operated, excluding ownership of less than ten percent (10%) of the stock of shares in any corporation whose stock is publicly traded; provided, however, that this Section does not apply to Area Representative's operation of any other System Restaurant;

14.2.1 In the event that Franchisor chooses to exercise the Option set forth in Section 13.12 of this Agreement, the parties acknowledge that the transaction will be deemed the sale of a business. Accordingly, the duration of Area Representative's post-term covenants against competition contained in this Section 14.2.3 will be extended to five (5) years in consideration for the Purchase Price, as tolled during any period of default by Area Representative.

14.3 **Confidentiality**.

14.3.1 **Nondisclosure**. During the term of this Agreement, Area Representative will receive information which Franchisor considers its trade secrets and confidential information, including, but not limited to, standards and specifications for food preparation, standards and specifications for the buildout of a Restaurant, information about proprietary merchandise, any proprietary software Franchisor may now or in the future create, and Franchisor's Manuals ("Confidential

Information”). Area Representative shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information, which shall also include, without limitation, trade secrets; price marketing mixes related to the sale of food and beverage items and any other goods or services offered or authorized for sale by System franchisees; Franchisor’s copyrighted materials; and methods and other techniques and know-how concerning the of operation of a Franchised Business which may be communicated to Area Representative or of which Area Representative may be apprised by virtue of Area Representative’s operation of the Area Representative Business or any Training Locations. Area Representative may divulge such Confidential Information only to such of Area Representatives employees as must have access to it in order to operate the Area Representative Business or a Restaurant. Area Representative also acknowledges and agrees that certain information, including (i) current customer and prospective customer names and addresses, (ii) information about credit extensions to customers, (iii) customer service purchasing histories, (iv) rates charged to customers, and (v) sources of suppliers, also constitute the trade secrets and Confidential Information of Franchisor. Any and all information, knowledge, know-how, techniques, and other data which Franchisor designates as confidential will also be deemed Confidential Information for purposes of this Agreement.

14.3.2 **New Concepts**. If Area Representative, Area Representative’s employees, or principals develop any new concept, process or improvement in the operation or promotion of the Area Representative Business or a Restaurant, Area Representative shall promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Any such concept, process or improvement shall become Franchisor’s sole property and Franchisor shall be the sole owner of all patents, patent applications, trademarks, copyrights and other intellectual property rights related thereto. Area Representative and Area Representative’s principals hereby assign to Franchisor any rights Area Representative may have or acquire therein, including the right to modify such concept, process or improvement, and otherwise waive and/or release all rights of restraint and moral rights therein and thereto. Area Representative and Area Representative’s principals agree to assist Franchisor in obtaining and enforcing the intellectual property rights to any such concept, process or improvement in any and all countries and further agree to execute and provide Franchisor with all necessary documentations for obtaining and enforcing such rights. Area Representative and Area Representative’s principals hereby irrevocably designate and appoint Franchisor as Area Representative’s agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property rights related to any such concept, process or improvement. In the event that the foregoing provisions of this Section 14.3.2 are found to be invalid or otherwise unenforceable, Area Representative and Area Representative’s principals hereby grant to Franchisor a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the concept, process or improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe Area Representative’s rights therein.

14.3.3 **Mutual Non-Disparagement**. Each Party agrees that except for good faith responses to inquires under oath in response to a court order, governmental inquiries or procedures to enforce this Agreement, neither will make or encourage others to make any statements (written or verbal) that defames, disparages, slanders or in any other way criticizes the personal or business reputation, business practices, employees, members, directors and officers of the other, to any third Party reasonably likely to be harmful or injurious to the goodwill, reputation or business standing of the other Party. The Parties acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news and social media, investors, potential investors, advisors, industry analysts, competitors, vendors, employees (past and present), independent contractors and clients. The Parties also understand and agree that this Paragraph is a material provision of this Agreement and that any breach of this Paragraph shall be a material breach of this Agreement.

14.3.3.1 **Liquidated Damages for Breach of Mutual Non-Disparagement Clause**. Each Party agrees that in the event that either Party breaches the Mutual Non-Disparagement clause set forth above, the Breaching Party (the "Breaching Party") shall pay the injured Party ("Injured Party") liquidated damages ("Liquidated Damages") as follows: Liquidated Damages shall be twenty-five thousand dollars ($25,000.00), per occurrence. This Liquidated Damages payment amount is not exclusive of any other remedies a Party may have.

All Parties agree that it would be impractical and extremely difficult to estimate the damages that the Injured Party may suffer in the event of a breach by the Breaching Party of its obligations. The Breaching Party therefore agrees that a reasonable present estimate of the net detriment that the Injured Party would suffer in the event of a breach by Breaching Party of its obligations under this Section, is an amount of money equal to the Liquidated Damages set forth above. The Parties acknowledge that the payment of such Liquidated Damages is not intended as a forfeiture or penalty but is intended to constitute Liquidated Damages to the Injured Party. The foregoing shall not limit the Injured Party's remedies with respect to Breaching Party's obligations under this Section.

14.4 **Employees**. Area Representative shall ensure that Area Representative's principals, employees and members of their immediate families who have access to Franchisor's Confidential Information, including all of Area Representative's managers and other key employees, execute confidentiality and non- compete agreements, in the form attached to Area Representative's first franchise agreement, or as Franchisor, in Franchisor's sole discretion, otherwise prescribes. Area Representative must furnish Franchisor a copy of each executed confidentiality and noncompetition agreement.

14.5 **Intent and Enforcement**. It is the parties' intent that the provisions of this Section 14 be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Section 14 by Area Representative, any of Area Representative's principals, or any member of the immediate family of Area Representative or Area Representative's principals, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. Area Representative agrees that in the event of the actual or threatened breach of this Section 14, Franchisor's harm will be irreparable and that Franchisor has no adequate remedy at law to prevent such harm. Area Representative acknowledges and agrees on Area Representative's own behalf and on behalf of the persons who are liable under this Section 14 that each has previously worked or been gainfully employed in other careers and that the provisions of this Section 14 in no way prevent any such person from earning a living. Area Representative further acknowledges and agrees that the time limitations of Section 14.2 shall be tolled during any default under this Section.

14.6 **No Defense**. Area Representative hereby agrees that the existence of any claim Area Representative may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to Franchisor's enforcement of the covenants contained in this Section 14. Area Representative agrees to pay all costs and expenses (including reasonable attorneys' fees) which Franchisor incurs in connection with the enforcement of this Section 14.

15. RIGHTS AND OBLIGATIONS OF THE PARTIES UPON TERMINATION

15.1 **Post-Term Obligations**. Area Representative agrees that after the termination or transfer of this agreement, for any reason, it shall:

15.1.1 **De-identify**. Not directly or indirectly at any time or in any manner identify itself or any business as a current or former Area Representative, franchisee, or licensee of, or as otherwise associated with, Franchisor, or directly or indirectly use any of Franchisor's Proprietary Marks, any colorable imitation thereof or other indicia of a Restaurant in any manner or for any purpose, or utilize for any purpose any trade name, trademark, service mark or other commercial symbol that suggests or indicates a connection or association with Franchisor or its affiliates, franchisees, or area representatives;

15.1.2 **Return Proprietary Materials**. Promptly return to Franchisor all signs, the Manuals, brochures, advertising materials, forms, invoices and other materials containing any Proprietary Marks or otherwise identifying or relating to the System or the operation of a Restaurant, and allow Franchisor, without liability, to remove all such items from the Area Representative's offices and Restaurants;

15.1.3 **Cancel Fictitious Name**. Promptly take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to Area Representative's use of the System or any Proprietary Marks;

15.1.4 **Telephone Number and Listing**. Immediately cease using all telephone numbers and listings, facsimile numbers and listings, and Internet listings used in connection with the operation of the Area Representative Business, and direct the applicable company to transfer all such numbers and listings to Franchisor or Franchisor's designee pursuant to the Conditional Assignment of Telephone Numbers, Facsimile Numbers, and Domain Names attached hereto as Exhibit D or, if Franchisor directs, to disconnect the numbers and delete or remove the listings;

15.1.5 **Turnover of All Prospect Lists and Other Proprietary Information**. Within five days of the termination or expiration of this Agreement, Area Representative must turn over all lists, names and other data (including contact information) with respect to all third parties that Area Representative solicited, contacted or otherwise communicated with during the term of this Agreement regarding the purchase or potential purchase of a Franchised Business, including, without limitation, all information for those third parties that ultimately entered into a franchise agreement with Franchisor (collectively, the "Prospect Information");

15.1.6 **Furnish Proof of Compliance**. Furnish to Franchisor, within thirty (30) days after the effective date of termination or expiration, evidence satisfactory to Franchisor of Area Representative's compliance with the foregoing obligations; and

15.1.7 **Damages, Costs and Expenses**. Area Representative shall pay Franchisor all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for enforcement of any provisions of this Section.

15.3 **Permission to Continue Agreement**. In the event Area Representative does not fulfill its obligations to develop Restaurants under the Mandatory Development Schedule, Franchisor may, but is not obligated to, permit Area Representative to continue operating under this Agreement with respect to all Training Locations that are under signed leases, under construction or opened and operating within the Development Area, but Area Representative shall no longer have any rights with respect to opening new franchises within the Development Area. As a result of such default, Franchisor shall have the right to open Restaurants, sell franchises or grant area representative rights to any third party with respect to the undeveloped portion of the Development Area.

15.4 **Survival**. All obligations of Area Representative which expressly or by their nature survive the transfer, expiration or termination of this Agreement, including indemnification obligations and the restrictive covenants set forth in Section 14.2 herein, will continue in full force and effect subsequent to and notwithstanding the termination, expiration, or transfer of this Agreement, and until such obligations are satisfied in full or by their nature expire. The franchise agreements Area Representative has executed for its Restaurants shall remain in full force and notwithstanding the termination of this Agreement.

16. CHANGES AND MODIFICATIONS

Franchisor or Area Representative may modify this Agreement only upon the execution of a written agreement by Franchisor and Area Representative. Franchisor reserves and will have the sole right to make changes in the Manuals, System and the Proprietary Marks at any time and without prior notice to Area Representative. Area Representative must promptly alter any signs, products, business materials or related items, at its sole cost and expense, upon written receipt of notice of such change or modification in order to conform to Franchisor's revised specifications. Area Representative expressly understands and agrees that Franchisor may from time to time change the components of the System, including but not limited to, altering the programs, services, methods, standards, forms, policies and procedures of that System; adding to, deleting from or modifying those programs, products and services which Restaurants are authorized to offer; and changing, improving or modifying the Proprietary Marks. Subject to the other provisions of this Agreement, Area Representative expressly agrees to abide by any such modifications, changes, additions, deletions and alterations at Area Representative's expense.

17. NOTICES

All notices and requests to be given under this Agreement are to be in writing, and delivered by either hand delivery or overnight mail by a recognized carrier offering a delivery receipt, to the following addresses (which may be changed by written notice):

Area Representative's Address: As set forth on the Data Sheet

Franchisor's Address:

The Fresh Monkee Franchise, LLC
Attn: Franchise Services
39 New London Turnpike, Suite 204
Glastonbury, CT 06033

18. CHOICE OF LAW; DISPUTE RESOLUTION

18.1 **Choice of Law**. This Agreement shall be deemed to have been made in the State of Connecticut and shall be construed in accordance with the laws of the State of Connecticut (without reference to its conflict of laws principals and excluding the Connecticut Franchising Act as to any store not physically located in Connecticut.

18.2 **Mediation and Arbitration**. Any and all disputes arising from or relating to the parties' relationship, or this Agreement shall be subject to mandatory mediation which shall be conducted and completed in Glastonbury, Connecticut within thirty (30) days of written demand therefore. Any disputes not resolved by mandatory mediation shall be resolved by binding arbitration within 120 days of the initial written demand therefore. The arbitration hearing shall be held in Hartford County, Connecticut, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be reviewable only by state or federal courts in or having jurisdiction over Glastonbury, Connecticut only for clear error of fact or law and on any additional statutory grounds for vacationing or reversing an arbitration award. Franchisor shall be entitled to recover its reasonable attorneys' fees and litigation costs and expenses including expert witness fees if it is the substantially prevailing party in any arbitration or litigation relating to this Agreement or the parties' relationship. Nothing contained herein shall preclude any party from commencing a suit in court for temporary or preliminary injunctive relief to prevent irreparable harm pending the arbitration decision, provided that any such suit for temporary or preliminary injunctive relief shall be commenced and maintained exclusively in state or federal courts in or having jurisdiction over Hartford County, Connecticut.

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

18.4 **Injunctive Relief**. Nothing in this Agreement will prevent Franchisor from seeking to obtain injunctive relief, without posting a bond, against threatened conduct that will cause Franchisor loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions. If injunctive relief is granting, Area Representative's only remedy will be court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Area Representative expressly waives all claims for damages Area Representative incurred as a result of the wrongful issuance.

18.5 **JURY TRIAL AND CLASS ACTION WAIVER**. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR AREA REPRESENTATIVE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES. THE PARTIES AGREE THAT ALL PROCEEDINGS, WHETHER LITIGATION OR MEDIATION, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN AREA REPRESENTATIVE AND AREA REPRESENTATIVE'S PRINCIPALS AND YOU, AND FRANCHISOR OR ITS AFFILIATES OR EMPLOYEES, MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER PERSON OR ENTITY.

18.6 **Limitation on Action**. Area Representative further agrees that no cause of action arising out of or under this Agreement may be maintained by Area Representative unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after the Area Representative becomes aware of facts or circumstances reasonably indicating that such Area Representative may have a claim against the Franchisor, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense or set- off.

> 18.6.1 Area Representative hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

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

18.8 **Costs and Attorney's Fees**. If Area Representative is in breach or default of any monetary or non-monetary material obligation under this Agreement or any related agreement between Area Representative and Franchisor and/or Franchisor's affiliates, and Franchisor engages an attorney to enforce Franchisor's rights (whether or not formal judicial proceedings are initiated), Area Representative must pay all reasonable attorneys' fees, court costs and litigation expenses Franchisor incurs. If Area Representative institutes any legal action to interpret or enforce the terms of this Agreement, and Area Representative's claim in such action is denied or the action is dismissed, Franchisor is entitled to recover Franchisor's reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

18.9 **Nonwaiver**. Franchisor's failure to insist upon strict compliance with any provision of this

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

18.10 **Release of Prior Claims**. By executing this Agreement, Area Representative, individually and on behalf of its heirs, legal representatives, successors and assigns, and each assignee of this Agreement by accepting assignment of the same, hereby forever release and discharge Franchisor, its officers, directors, employees, agents and servants, including Franchisor's subsidiary and affiliated corporations, their respective officers, directors, employees, agents and servants from any and all claims relating to or arising under any franchise agreement or any other agreement between the parties executed prior to the date of this Agreement, including, but not limited to, any and all claims, whether presently known or unknown, suspected or unsuspected, arising under the franchise, securities or antitrust laws of the United States or of any state or territory thereof.

19. CONSTRUCTION

19.1 **Entire Agreement**. This Agreement contains the entire Agreement of the parties. There are no representations either oral or written, except those contained in this Agreement. This written Agreement includes all representations between the parties. Nothing in the Agreement is intended to disclaim the representations Franchisor made in the FDD that Franchisor furnished to Area Representative.

19.2 **Survival of Terms**. Any provisions of this Agreement which may be reasonably interpreted to impose any obligation after termination or expiration hereof shall survive such termination or expiration and be binding upon the parties.

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

19.4 **Construction of Language**. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as Area Representative, their obligations and liabilities shall be joint and several. Headings are for reference purposes and do not control interpretation. Reference to Area Representative's "immediate family" means Area Representative's spouse, parents, children and siblings and Area Representative's spouse's parents, children, and siblings. Reference to Area Representative's "principals" means Area Representative's partners, officers, directors, shareholders, members, and managers, as applicable. References to "Franchisor" and "Area Representative" include the party's successors, assigns or transferees.

19.5 **Successors and Assigns**. This Agreement, and any subsequent franchise agreements entered into under this agreement, shall be binding upon the parties and their heirs, executors, personal representatives, successors and assigns. All signatories to this Agreement and all partners of a partnership Area Representative, all officers, directors and shareholders of a corporate Area Representative, and all members and managers of a limited liability company Area Representative, shall be jointly and severally liable for the performance of all terms, covenants and conditions hereof, regardless of any agreements between the Area Representative's owners, shareholders, members or partners (as applicable) addressing the allocation of liabilities among the parties.

19.6 **State Law Applies**. If any provision of this Agreement, including but not limited to its provisions for transfer, renewal, termination, notice of termination, or cure rights, is inconsistent with any valid law or regulation of the state in which Area Representative's Development Area is located, then the valid law or regulation of that state applicable to the Area Representative Business shall supersede any provision of this Agreement that is less favorable to Area Representative.

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

19.8 **Force Majeure**. Neither Area Representative, Franchisor, nor Franchisor's affiliates will be liable for loss or damage or deemed to be in breach of this Agreement or any related agreement if its failure to perform its obligations is not the fault nor within the reasonable control of the person due to perform but results from, without limitation, fire, flood, natural disasters, acts of God, governmental acts or orders, or civil disorders. Any delay resulting from any such cause will extend the time of performance for the period of such delay or for such other reasonable period of time as the parties agree in writing or will excuse performance, in whole or in part, as Franchisor deems reasonable.

20. ACKNOWLEDGEMENTS

20.1 **Receipt of Franchise Disclosure Document**. Area Representative acknowledges that this Agreement and Franchisor's FDD have been in Area Representative's possession for at least fourteen (14) calendar days before Area Representative signed this Agreement and that any material changes to this Agreement were in writing in this Agreement for at least seven (7) calendar days before Area Representative signed this Agreement.

20.2 **No Personal Liability**. Area Representative agrees that fulfillment of any and all of Franchisor's obligations written in this Agreement or based on any oral communications which may be ruled to be binding in a court of law shall be Franchisor's sole responsibility and none of Franchisor's agents, representatives, nor any individuals associated with Franchisor's franchise company shall be personally liable to Area Representative for any reason. This is an important part of this Agreement. Area Representative agrees that nothing that Area Representative believes Area Representative has been told by Franchisor or Franchisor's representatives shall be binding unless it is written in this Agreement. This is an important part of this Agreement. Do not sign this Agreement if there is any question concerning its contents or any representations made.

20.3 **Anti-Terrorist Provision**. Area Representative certifies that neither Area Representative, nor Area Representative's owners, principals, Area Representative certifies that neither Area Representative, nor Area Representative's owners, principals, employees or anyone associated with Area Representative is listed in the Annex to Executive Order 13224 (the "Annex"). Area Representative agrees not to hire or have any dealings with a person listed in the Annex. Area Representative certifies that Area Representative has no knowledge or information that, if generally known, would result in Area Representative, Area Representative's owners, principals, employees, or anyone associated with Area Representative being listed in the Annex. Area Representative agrees to comply with and/or assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with the Anti-Terrorism Laws (as defined below). In connection with such compliance, Area Representative certifies, represents, and warrants that none of Area Representative's property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that Area Representative and Area Representative's owners or principals are not otherwise in violation of any of the Anti-Terrorism Laws. Area Representative is solely responsible for ascertaining what actions must be taken by Area Representative to comply with all such Anti-Terrorism Laws, and Area Representative specifically acknowledges and agrees that Area Representative's indemnification responsibilities as provided in Section 10 of this Agreement pertain to Area Representative's obligations under this Section. Any misrepresentation by Area Representative under this Section or any violation of the Anti-Terrorism Laws by Area Representative, Area Representative's owners, principals or employees shall constitute grounds for immediate termination of this Agreement and any other agreement Area Representative has entered into with Franchisor or one of Franchisor's affiliates in accordance with the terms of Section 12.2.14 of this Agreement. As used herein, "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT ACT, and all other present and future federal, state and local laws, ordinances, regulations, policies lists and any other requirements of any Governmental Authority (including without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.

21. GUARANTEE OF PRINCIPALS

If Area Representative is a corporation, or subsequent to execution hereof, Area Representative assigns this Agreement to a corporation, all shareholders and their spouses (or if Area Representative is a partnership, or subsequent to execution hereof, Area Representative assigns this Agreement to a partnership, all partners and their spouses, or if Area Representative is a limited liability company, or subsequent to execution hereof Area Representative assigns this Agreement to a limited liability company, all members and managers and their spouses) hereby, jointly and severally, personally and unconditionally guarantee without notice, demand or presentment, the payment of all of Area Representative's monetary obligations under this Agreement and any other agreement between Area Representative and Franchisor and/or Franchisor's affiliates, as if each were an original party to this or any other agreement in his or her individual capacity. All such personal guarantors further agree to be bound by the restrictions upon Area Representative's activities upon transfer, termination, or expiration and nonrenewal of this Agreement as if each were an original party to this Agreement in his or her individual capacity. All such personal guarantors and their spouses must execute a continuing personal guaranty in the form attached hereto as Exhibit B. Additionally, any individual required to execute a personal guaranty under this Section must also, upon Franchisor's request, execute a confidentiality and non-competition agreement, substantially in the form attached to Area Representative's franchise agreement(s).

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO THE AREA REPRESENTATIVE AGREEMENT

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

AREA REPRESENTATIVE:
[AREA REPRESENTATIVE ENTITY]

By:

Title:

Date:

FRANCHISOR:
THE FRESH MONKEE FRANCHISE, LLC

By:

Title:

Date:

EXHIBIT A

SINGLE UNIT FRANCHISE AGREEMENT

EXHIBIT B

PERSONAL GUARANTY

PERSONAL GUARANTY

NOTE: IF AREA REPRESENTATIVE IS A CORPORATION, EACH OF AREA REPRESENTATIVE'S SHAREHOLDERS MUST EXECUTE THE FOLLOWING UNDERTAKING. IF AREA REPRESENTATIVE IS A PARTNERSHIP, EACH OF AREA REPRESENTATIVE'S GENERAL PARTNERS MUST EXECUTE THE FOLLOWING UNDERTAKING. IF AREA REPRESENTATIVE IS A LIMITED LIABILITY COMPANY, EACH OF AREA REPRESENTATIVE'S MEMBERS AND MANAGERS MUST EXECUTE THE FOLLOWING UNDERTAKING. FRANCHISOR MAY REQUIRE THE RESPECTIVE SPOUSES OF THESE INDIVIDUALS TO ALSO SIGN THIS PERSONAL GUARANTY AS IT DEEMS NECESSARY IN ITS SOLE DISCRETION.

ARTICLE I: PERSONAL GUARANTY

Owners with Any Interest Required to Sign Guaranty Pursuant to Section 21.
[LIST ALL OWNERS OF THE AREA REP ENTITY], (individually and collectively "you") hereby represent to The Fresh Monkee Franchise, LLC ("Franchisor") that you are all of the shareholders of [AREA REP ENTITY] ("Area Representative"), or all of the general partners or limited partners of the Area Representative, or all of the members and manager of Area Representative, and all of the spouses of such individuals. In consideration of the grant by Franchisor to the Area Representative as herein provided, each of you hereby agree, in consideration of benefits received and to be received by each of you, jointly and severally, and for yourselves, your heirs, legal representatives and assigns, to be firmly bound by all of the terms, provisions and conditions of the Area Representative Agreement entered into between Area Representative and Franchisor ("Area Representative Agreement"), all franchise agreements executed pursuant to the Area Representative Agreement, and any other agreement between Area Representative and Franchisor and/or its affiliates, and do hereby unconditionally guarantee the full and timely performance by Area Representative of each and every obligation of Area Representative under the aforesaid Area Representative Agreement or other agreement between Franchisor and Area Representative, including, without limitation, any indebtedness of Area Representative arising under or by virtue of the aforesaid Area Representative Agreement and that you (jointly and individually) will not permit or cause any change in the percentage of Area Representative owned, directly or indirectly, by any person, without first obtaining the written consent of Franchisor prior to said proposed transfer, which consent must not be unreasonably withheld, and without first paying or causing to be paid to Franchisor the transfer fee provided for in said Area Representative Agreement, if applicable, and without otherwise complying with the transfer provisions of the foregoing Area Representative Agreement (the "Guaranty").

ARTICLE II: CONFIDENTIALITY

During the term of the Area Representative Agreement, any related franchise agreements, and this Guaranty, you will receive information, which Franchisor considers its trade secrets and confidential information including, without limitation, the proprietary recipes, standards and specifications for food preparation, standards and specifications for the build out of a Restaurant, information about proprietary food and menu items and merchandise, any proprietary software Franchisor may now or in the future create, and the Operations Manual ("Confidential Information"). You shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information and trade secrets, including, without limitation: price marketing mixes related to the sale of food and beverage items and any other goods or services offered or authorized for sale by System franchisees; Franchisor's copyrighted materials; and methods and other techniques and know-how concerning the operation of The Fresh Monkee Restaurants in a Development Area, which may be communicated to you or of which you may become apprised by virtue of your role as a guarantor of the Area Representative's obligations under the Area Representative Agreement. Any and all information, knowledge, know-how, techniques, and other data, which Franchisor designates as confidential, will be deemed Confidential Information for purposes of this Agreement.

ARTICLE III NON-COMPETITION

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

1) **During the Term of the Area Representative Agreement and this Guaranty.** During the term of this Agreement, neither Area Representative, Area Representative's officers, directors, or principals, not any members of the immediate family of Area Representative or Area Representative's officers, directors, or principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership, or corporation:

(a) Own, engage in, be employed in sales management or purchasing by, advise, assist, invest in, franchise, make loans to, or have any other interest, whether financial or otherwise, in in any other smoothie, shake, or healthy juice restaurant business or restaurant business which offers products and services that are the same or substantially similar to the approved products and services that Area Representative and franchisees are authorized to provide, now or in the future, at Restaurant locations (except for other The Fresh Monkee Restaurants operated under franchise agreements entered into with us or other The Fresh Monkee Restaurants in which you or your owners have an ownership interest) (a "Competing Business"); provided, however, that this Section does not apply to Area Representative's operation of any other Restaurant under the Proprietary Marks and System;

(b) Solicit or employ, directly or indirectly, any person who is employed by Franchisor, by any entity controlled by or affiliated with Franchisor or by any other of Franchisor's franchisees if that solicitation or employment results in that person terminating her or her present employment and working for Area Representative, or if that solicitation or employment results in that person working in or for or operating a Competing Business.

2) **After the Term of The Area Representative Agreement.**

(a) For a period of one (1) year after termination or expiration of this Agreement, Area Representative will not, directly or indirectly for the benefit of Area Representative or Area Representative's owners, or through or on behalf of or in conjunction with any other person, partnership or corporation, own, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any other interest, whether financial or otherwise, in any Competing Business located or regularly selling at the premises of the Competing Business or through mobile points of service (e.g., food trucks, kiosks, or tents) or from other Competing Business or fixed location within ten (10) miles of the Development Area or within five (5) miles of any The Fresh Monkee Restaurant in any state in which Area Representative operated, excluding ownership of less than ten percent (10%) of the stock of shares in any corporation whose stock is publicly traded; provided, however, that this Section does not apply to Area Representative's operation of any other System Restaurant;

(b) In the event that Franchisor chooses to exercise the Option set forth in Section 13.12 of this Agreement, the parties acknowledge that the transaction will be deemed the sale of a business. Accordingly, the duration of Area Representative's post-term covenants against competition contained in this Section 14.2.3 will be extended to five (5) years in consideration for the Purchase Price, as tolled during any period of default by Area Representative.

3) **Intent and Enforcement**. It is the parties' intent that the provisions of this Article III be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Article III by you, any of your principals, or any members of their immediate family, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. You agree that in the event of an actual or threatened breach of this Article III, Franchisor's harm will be irreparable and that

Franchisor has no adequate remedy at law to prevent such harm. You acknowledge and agree on your own behalf and Area Representative's behalf that each of you have previously worked or been gainfully employed in other careers and that the provisions of this Article III in no way prevent you from earning a living. You further acknowledge and agree that the time limitation of this Article III shall be tolled during any default under this Guaranty.

ARTICLE IV: DISPUTE RESOLUTION

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

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

3) **Mediation and Arbitration.** Any and all disputes arising from or relating to the parties' relationship, or this Agreement shall be subject to mandatory mediation which shall be conducted in Glastonbury, Connecticut and completed within thirty (30) days of written demand therefore. Any disputes not resolved by mandatory mediation shall be resolved by binding arbitration within 120 days of the initial written demand, therefore. The arbitration hearing shall be held in Glastonbury, Connecticut pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be reviewable only by state or federal courts in or having jurisdiction over Glastonbury, Connecticut only for clear error of fact or law and on any additional statutory grounds for vacationing or reversing an arbitration award. Franchisor shall be entitled to recover its reasonable attorneys' fees and litigation costs and expenses including expert witness fees if it is the substantially prevailing party in any arbitration or litigation relating to this Agreement or the parties' relationship. Nothing contained herein shall preclude any party from commencing a suit in court for temporary or preliminary injunctive relief to prevent irreparable harm pending the arbitration decision, provided that any such suit for temporary or preliminary injunctive relief shall be commenced and maintained exclusively in state or federal courts in or having jurisdiction over Glastonbury, Connecticut.

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

5) **Injunctive Relief.** Nothing contained in this Guaranty shall prevent Franchisor from applying to or obtaining from any court having jurisdiction, without bond, a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interest prior to the filing of any mediation or judicial proceeding or pending the trial or handing down of a decision or award pursuant to any mediation or judicial proceeding conducted hereunder.

6) **Jury Trial and Class Action Waiver.** THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS PERSONAL GUARANTY OR THE AREA REPRESENTATIVE AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR YOUR PURCHASE FROM FRANCHISOR OF THE FRANCHISE, OPTION AND/OR ANY GOODS OR SERVICES. THE PARTIES AGREE THAT ALL PROCEEDINGS, WHETHER LITIGATION OR MEDIATION, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN AREA REPRESENTATIVE AND AREA REPRESENTATIVE'S PRINCIPALS AND YOU, AND FRANCHISOR OR ITS AFFILIATES OR EMPLOYEES, MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER PERSON OR ENTITY.

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

8) **Limitation on Action.** You agree that no cause of action arising out of or under this Guaranty or the Area Representative Agreement may be maintained by you unless brought before the expiration of one (1) year after the act, transaction, or occurrence upon which such action is based or the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim against the Franchisor, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense or set-off.

9) **Attorneys' Fees**. If either party institutes any judicial or litigation proceeding to enforce any monetary or nonmonetary obligation or interpret the terms of this Guaranty and the Area Representative Agreement, and Franchisor prevails in such action, you shall be liable to Franchisor for all costs, including reasonable attorneys' fees, incurred in connection with such proceeding.

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

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

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

13) **Successors**. References to "Franchisor" or "the undersigned," or "you" include the respective parties' successors, assigns or transferees.

14) **No Personal Liability**. You agree that fulfillment of any and all of Franchisor's obligations written in this Guaranty or in the Area Representative Agreement or based on any oral communications which may be ruled to be binding in a Court of Law shall be Franchisor's sole responsibility and none of Franchisor's agents, representatives, nor any individuals associated with Franchisor's franchise company shall be personally liable to Area Representative or you for any reason.

PERSONAL GUARANTORS AND SPOUSES:
(add as needed)

Signed:

Name:

Date:

EXHIBIT C

**TRANSFER OF AREA REPRESENTATIVE BUSINESS
TO A CORPORATION OR LIMITED LIABILITY COMPANY**

SAMPLE TRANSFER OF AREA REPRESENTATIVE BUSINESS TO A CORPORATION OR LIMITED LIABILITY COMPANY

The undersigned, an officer, director and owner of a majority of the issued and outstanding voting stock of the corporation set forth below, or manager/member of the issued and outstanding interests of the limited liability company set forth below (the "Transferee"), and the Area Representative of the restaurants ("Area Representative") under an Area Representative Agreement executed on the date set forth below (the "Area Representative Agreement"), between Area Representative and The Fresh Monkee Franchise, LLC ("Franchisor"), granting him/her a franchise to operate in the designated territory granted by the Area Representative Agreement (the "Development Area") set forth below, and the other undersigned directors, officers and shareholders of the Transferee, or the managers/members of the Transferee (collectively, the "Signatories"), who together with Area Representative constitute all of the shareholders of the Transferee, or the managers/members of the Transferee, in order to induce Franchisor to consent to the assignment of the Area Representative Agreement to the Transferee in accordance with the provisions of the Area Representative Agreement, agree as follows:

1. The Area Representative shall remain personally liable in all respects under the Area Representative Agreement and all the Signatories, intending to be legally bound hereby, agree jointly and severally to be personally bound by the provisions of the Area Representative Agreement including the restrictive covenants contained in Section 14 thereof, to the same extent as if each of them were the Area Representative set forth in the Area Representative Agreement and they jointly and severally personally guarantee all of the Area Representative's obligations set forth in said Agreement. The Signatories, and their spouses will execute the Personal Guaranty attached as Exhibit B to the Area Representative Agreement;

2. The Signatories agree not to transfer any stock or interest in the Transferee without the prior written approval of the Franchisor and agree that all stock certificates representing shares or interest in the Transferee shall bear the following legend:

"The shares of stock represented by this certificate are subject to the terms and conditions set forth in an Area Representative Agreement dated [ARA EFFECTIVE DATE] between [TRANSFEREE] and The Fresh Monkee Franchise, LLC."

or

"The ownership interests represented by this certificate are subject to the terms and conditions set forth in an Area Representative Agreement dated [ARA EFFECTIVE DATE] between [TRANSFEREE] and The Fresh Monkee Franchise, LLC."

3. Transferee or Transferee's designee shall devote his reasonable best efforts to the day-to-day operation and development of the Restaurants.

4. Transferee hereby agrees to become a party to and to be bound by all of the provisions of the Area Representative Agreement executed on the date set forth below between Area Representative and Franchisor to the same extent as if it were named as the Area Representative therein.

[Signature page follows]

Date of Area Representative Agreement:

Development Area for Restaurants:

AREA REPRESENTATIVE:

By:

TRANSFEREE:

[NAME OF CORPORATION OR LIMITED LIABILITY COMPANY]

By:

Title:

SIGNATORIES

By:

By:

By:

FRANCHISOR:

By:

EXHIBIT D

CONDITIONAL ASSIGNMENT OF AREA REPRESENTATIVE'S TELEPHONE NUMBERS, FACSIMILE NUMBERS AND DOMAIN NAMES

CONDITIONAL ASSIGNMENT OF AREA REPRESENTATIVE'S TELEPHONE NUMBERS, FACSIMILE NUMBERS, AND DOMAIN NAMES

1. The person listed below as the assignor ("Assignor"), in exchange for valuable consideration provided by The Fresh Monkee Franchise, LLC ("Assignee"), receipt of which is hereby acknowledged, hereby conditionally assign to Assignee all telephone numbers, domain names, as well as any listings associated therewith, utilized by Assignor in the operation of its area representative business specified in the area representative agreement (the "Assigned Property"), entered into by and between Assignor and Assignee (the "Area Representative Agreement"). The Assigned Property includes the following:

Telephone Number(s):

Domain Name(s) (as permitted by Franchisor under the Area Representative Agreement):

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

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

ASSIGNOR:
[AREA REPRESENTATIVE]

By:

Name:

Title:

Date:

ASSIGNEE:
THE FRESH MONKEE FRANCHISE, LLC

By:

Name:

Title:

Date:

EXHIBIT E

AREA REPRESENTATIVE AGREEMENT MANDATORY DEVELOPMENT SCHEDULE

MANDATORY DEVELOPMENT SCHEDULE

The agreement entered into by the parties listed below authorizes and obliges Area Representative to establish and operate the agreed upon "The Fresh Monkee" restaurants (detailed in the below table), using a system developed by Franchisor for the establishment and operation of restaurants for the sale of bowls and related products ("Restaurant"), pursuant to a franchise agreement for each Restaurant.

Area Representative:

Franchisor: The Fresh Monkee Franchise, LLC

Area Representative Agreement Effective Date:

The following is Area Representative's Mandatory Development Schedule.

Cumulative Number of Restaurants to be Open	Open & Operating On or Before	Fee Due for Restaurant(s)	Due Date
Fees and Deposits for Units		See below	
1	One year from Effective Date of Area Representative Agreement		
	Two years from Effective Date of Area Representative Agreement	Then-current initial franchise fee(s)	Paid in full upon execution of franchise agreement(s)
	Three years from Effective Date of Area Representative Agreement	Then-current initial franchise fee(s)	Paid in full upon execution of franchise agreement(s)
	Four years from Effective Date of Area Representative Agreement	Then-current initial franchise fee(s)	Paid in full upon execution of franchise agreement(s)
	Five years from Effective Date of Area Representative Agreement	Then-current initial franchise fee(s)	Paid in full upon execution of franchise agreement(s)
	Six years from Effective Date of Area Representative Agreement	Then-current initial franchise fee(s)	Paid in full upon execution of franchise agreement(s)
	Seven years from Effective Date of Area Representative Agreement	Then-current initial franchise fee(s)	Paid in full upon execution of franchise agreement(s)
	Eight years from Effective Date of Area Representative Agreement	Then-current initial franchise fee(s)	Paid in full upon execution of franchise agreement(s)

EXHIBIT F

AREA REPRESENTATIVE AGREEMENT ELECTRONIC FUNDS WITHDRAWAL AUTHORIZATION

ELECTRONIC FUNDS WITHDRAWAL AUTHORIZATION

Bank Name:

ABA#:

Acct. No.:

Acct. Name:

Effective as of the date of the signature below, the below identified area representative ("Area Representative") hereby authorizes The Fresh Monkee Franchise, LLC ("Franchisor") or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, as well as to deposit into the bank account payments due to Area Representative, pursuant to the area representative agreement entered into by and between Franchisor and Area Representative (the "Area Representative Agreement"). Such withdrawals/deposits will occur on a monthly basis, or on such other schedule as Franchisor will specify in writing. This authorization will remain in full force and effect until terminated in writing by Franchisor. Area Representative will provide Franchisor, in conjunction with this authorization, a voided check from the above-referenced account.

AGREED:

AREA REPRESENTATIVE:

By:

Name:

Title:

Date:

EXHIBIT G

AREA REPRESENTATIVE AGREEMENT ACKNOWLEDGEMENT OF RESPONSIBILITIES

Area Representative Responsibilities

1. Must manage the area representative business, and must provide pre-signing, initial, and ongoing services to System franchisees within the development area.

2. **Recruitment.** Make every effort to locate persons of good standing, professional competence, experience, reputation, ability, and financial responsibility.
   - o Know, understand, and Comply with all applicable federal, state, and local law with regard to the sale of franchises.
   - o Deliver to prospective franchisee the Franchisor's then-current FDD and obtain a signed receipt.
   - o Promptly provide Franchisor with such information and materials as Franchisor may request in order to enable Franchisor to comply with laws regulating the offer and sale of franchises
   - o Conduct both criminal and credit background checks on prospective franchisees prior to submitting applications and qualification to Franchisor
   - o Submit to the franchisor written and completed applications of all qualified prospective franchisees with additional information including credit, background information, as specified by the franchisor.

3. **Franchisor's Acceptance.** Franchisor will notify area representative and the prospective franchisee of franchisor's acceptance or rejection of the prospective franchisee's application.
   - o Once applicant is approved, AR must provide franchisor with periodic status reports on the approved applicant at least once every two weeks.
   - o AR must provide franchisor with periodic status reports in writing no less than once every two weeks for all prospective franchisees that have been contacted and prospects in the pipeline.

4. **Area Representative Training**. Area Representative's manager or other employees, as Franchisor may designate, shall attend and complete, to Franchisor's satisfaction, such other training sessions as Franchisor may reasonably require from time to time.

5. **Post-Sale Support.** AR will act as Franchisor's third-party designee to provide the following services to franchisees that have executed Franchise Agreements to operate a Franchised Businesses within the Development Area
   - o Pre-Opening Assistance. must communicate with all franchisees within the Development Area that AR procures regarding: (i) site selection of their Franchised Businesses; (ii) site development and the construction/build-out of their Franchised Business; and (iii) each franchisee's grand opening advertising budget and expenditures, as well as other grand opening programs/plans required under Franchisor's current form of franchise agreement. AR must provide Franchisor with bi-weekly reports on these activities for each franchisee within the Development Area, and ensure that such franchisees are complying with the standards and specifications set forth in the Manuals and Franchisor's franchise agreement.
   - o On-Site Support Upon Opening. Area Representative must provide on-site support for new franchisees within the Development Area during the seven (7) days prior to the initial opening of each franchisee's respective Franchised Business, as well as during the first seven (7) open days. Area Representative will provide, at its expense, a qualified and trained field representative to give advice to franchisees upon the opening of their Franchised Business(es) in the Development Area and give additional training to franchisees and their employees in accordance with Franchisor's standards. The On-site support includes but is not limited to: (i) assisting with the set-up of the Franchised Business to comply with the System's standards and specifications; (ii) ensuring all of franchisee's management employees are sufficiently trained; (iii) ensuring the grand opening advertising plan is being properly implemented; and (iv) ensuring that franchisees and their employees are performing their duties in a manner consistent with the Manuals and each franchisee's respective form of franchise agreement.
   - o Franchise Development. Area Representative shall ensure that each Franchised Business within the Development Area is developed and operated solely in accordance with Franchisor's requirements and specifications as set forth in the Manuals, including by means of inspections

and reviews as required by Franchisor's policies and procedures, which may be changed from time to time. Area Representative shall bear all costs in providing support and assistance to franchisees in the development of Franchised Businesses.

- Operation Manual Updates. Area Representative shall distribute to Development Area franchisees the updated Manuals, any amendments or updates to the Manuals, and any other written materials Franchisor may designate in the form and manner prescribed by Franchisor.
- General Supervision. Area Representative, or its duly authorized representative, must provide supervision to all Franchised Businesses within the Development Area as directed by Franchisor. Such supervision may include, but is not limited to: on-site supervision during the period of time prior to the opening of a Franchised Business; general assistance, advice and consultation to franchisees with regard to entering into negotiations and agreements within the Development Area for franchisees' services; review of proposed leases and contracts; consultation and assistance with regard to the grand opening of a Franchised Business; providing supplemental training and assistance on all material aspects of the operation of a Franchised Business, as needed, in accordance with Franchisor's requirements; periodic and regular telephone calls or visits to monitor operations of Franchised Businesses within the Development Area; continuous advisory services to franchisees; and ongoing training and updates for all Franchised Businesses within the Development Area.
- Operational Assistance and Support. Area Representative must advise all Franchised Businesses within the Development Area with respect to problems arising out of the operation of any Franchised Business as disclosed by periodic reports submitted to Area Representative or Franchisor by a franchisee, or by inspections conducted by Area Representative or Franchisor of Franchised Businesses within the Development Area.
- Franchisee Contact. Area Representative must make regular contact with all Franchised Businesses within the Development Area for the purposes of consultation, assistance and guidance of franchisees and managers of each Franchised Business, and Area Representative or its representatives will prepare, for the benefit of both Area Representative and Franchisor, written reports regarding these regular contacts, outlining any suggested changes or improvement in the operations of the Franchised Business, and detailing any defaults in such operations which become evident as a result of any such contacts.
- Quality Control. Area Representative will ensure that each Franchised Business's signage, equipment, inventory, and supplies conform to the standards and specifications set forth in the Manuals.
- Transactional Records. Area Representative must keep accurate records concerning all transactions and communications between Franchisor, Area Representative, and franchisees relating to the operation of any Franchised Business in the Development Area, and Franchisor's duly authorized representative shall have the right at all reasonable hours to examine all such records, and shall have full and free access thereto.
- Financial Reviews and Franchise Inspections. Not less than once every three (3) months, Area Representative must conduct management and financial reviews of each Franchised Business in the Development Area.
- Post-Agreement Obligations. Area Representative will also ensure that franchisees within the Development Area that have their franchise agreement terminated, or which otherwise exit Franchisor's System for any reason, comply with their post-termination obligations under such franchise agreement(s) in a timely manner.

6. **Ongoing Requirements**. Area Representative shall: (i) furnish to Franchisor Area Representative's articles of incorporation or organization, by-laws or operating agreement, other governing documents, and any other documents Franchisor may reasonably request, and any amendments thereto; and (ii) maintain a current list of all of Area Representative's owners of record and all beneficial owners of any class of voting securities or securities convertible into voting securities of Area Representative, and shall furnish such list to Franchisor upon request.

7. **Regional Meeting**. Not less than once every six months, Area Representative will arrange for and conduct regional meetings for all Franchised Businesses within the Development Area at a location within the Development Area.

8. **Ongoing Training**. In addition to the initial training program, Area Representative and its appointed designee, as required, must attend any Area Representative seminars or training sessions held by Franchisor.

9. **Electronic Equipment and Services**. Area Representative shall give their mobile phone number and email address to Franchisor and to each franchisee in the Development Area. Area Representative will also be required to purchase and install certain components of our information system as designated in our operation manual.

10. **Permits, Licenses and Certificates.** Area Representative shall timely obtain any and all permits, certificates, licenses, and bonds necessary for the full and proper operating and management of the Area Representative Business.

11. **Inspection of Books and Records**. Area Representative must maintain accurate business records, reports, accounts, books and data relating to the operation of the Area Representative Business. Franchisor and Franchisor's designees have the right to inspect and/or audit Area Representative's business records at any time during normal business hours, whether announced or unannounced, to determine whether Area Representative is current with suppliers and is otherwise operating in compliance with the terms of this Agreement and the Manuals.

12. **Digital Marketing Advertising**. Area Representative shall spend not less than one thousand dollars ($1,000) each month on digital advertising for the purpose of generating leads for franchises within the Development Area (the "Digital Advertising Fee"). Franchisor may require Area Representative to provide Franchisor an annual plan for Area Representative's expenditure of the Digital Advertising Fee. Area Representative must provide Franchisor with invoices or other evidence of these expenditures on a monthly basis in any manner Franchisor may specify.

[FRANCHISOR RESPONSIBILITIES BEGIN NEXT PAGE]

Franchisor Responsibilities

1. **Training.** Franchisor **will** provide a tuition-free training program for Area Representative and up to two (3) additional persons that covers certain aspects of Franchisor's System, franchisee training techniques, as well as other subjects Franchisor deems appropriate, at Franchisor's headquarters or another location Franchisor designates.

2. **Promotional Materials.** Franchisor **may** furnish to Area Representative templates of promotional materials, layouts, business cards, stationery, and Franchisor's franchise disclosure document as filed with the state agencies and amended from time to time (the "FDD"), as well as other promotional items which Franchisor believes are necessary to attract new franchisees and promote the Area Representative Business and goodwill of the System, at its sole discretion. (note - discretionary)

3. **Manuals.** Franchisor **will** loan to Area Representative copies of its proprietary and confidential operations manual, as amended from time to time, which shall include standards and specification for equipment, inventory, supplies, and operation of a Franchised Business (collectively the "Operations Manual"). Franchisor will also provide one copy of any additional manuals it provides to System franchisees, as well as any manuals Franchisor may have with respect to the operation of an Area Representative Business (collectively, the Operations Manual and all other manuals provided to Area Representative will be referred to collectively as the "Manuals"). (note - required)

4. **Ongoing Supervision.** Upon request by Area Representative, Franchisor **may** review Area Representative's operations and techniques in the area of franchise sales and support services and may suggest methods of improvement. Franchisor may provide Area Representative, from time to time, as it deems appropriate in its sole discretion, such merchandising, marketing and other information and advice as may from time to time be developed by Franchisor and deemed by Franchisor to be helpful in the management and operation of an Area Representative Business. (note - discretionary)

5. **Disclosure Documents.** Franchisor **will** reasonably prepare and keep current the necessary FDD related to the offer and sale of Franchised Businesses in Area Representative's Development Area. Franchisor shall also take the necessary steps to file or register the FDD with those state authorities within Area Representative's Development Area requiring pre-sale registration. (note - required)

6. **Ongoing Assistance.** Franchisor **may** provide Area Representative with assistance in all matters relating to the operation of an Area Representative Business, as Franchisor deems necessary in its sole discretion. Franchisor's advice and consultation may include addressing issues such as marketing and sales, management of multiple Franchised Businesses, operational problems, and providing Area Representative with an analysis of its performance in such areas. (note - discretionary)

7. **Processing of Applications.** Franchisor **shall** use its best efforts to promptly process all prospective franchisee applications forwarded to Franchisor by Area Representative and shall not unreasonably withhold Franchisor's approval of any prospective franchisee, provided such prospect meets the educational, professional, managerial, business, financial and other qualifications as Franchisor may from time to time prescribe for new franchisees. (note - required)

8. **Distribution of Fees.** Franchisor **shall** provide for the collection of and distribution to Area Representative of its share of initial franchise, royalty, renewal and transfer fees received from each franchisee operating in the Development Area. (note - required)

9. **Franchisor Inspection.** Franchisor **shall** continue its efforts to maintain high standards of quality, professionalism, and service of the Area Representative Business, and to that end, may conduct inspections of any Franchised Business or any other Franchised Businesses located in the Development Area, and may also closely monitor Area Representative's promotional efforts and service efforts, which may include, without limitation, contacting prospective and existing franchisees and monitoring Area Representative's sales presentations. (note - required)

10. **Franchisor Reporting Requirements.** Franchisor **shall** provide a monthly report on or before the fifteenth (15^{th}) day of each month describing the Gross Sales reported from each franchisee in the Development Area or any Franchised business that Area Representative owns, the royalty fees received from each franchisee in the Development Area or any Franchised business that Area Representative owns, and the monies paid or payable to Area Representative. (note - required)

By signing this page, I agree that I understand the responsibilities as assigned:

[LIST EACH OWNER OF AREA REPRESENTATIVE]

By:

Name:

Title:

Date:

Acknowledged By:
THE FRESH MONKEE FRANCHISE, LLC

By:

Name:

Title:

Date:

EXHIBIT D

FINANCIAL STATEMENTS

The Fresh Monkee Franchise, LLC

Financial Statements as of December 31, 2024 and 2023
And Independent Auditor's Report

SEYMOUR & PERRY, LLC
CERTIFIED PUBLIC ACCOUNTANTS

SEYMOUR & PERRY, LLC
CERTIFIED PUBLIC ACCOUNTANTS
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M. Alan Perry, CPA

Sarah B. Simpson, CPA
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Jason S. Jones
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Shawna Barr
John Thompson
Sabrina Bridwell

Members of:
The American Institute of Certified Public Accountants
The Georgia Society of Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Members of
The Fresh Monkee Franchise, LLC
Glastonbury, CT

We have audited the accompanying financial statements of The Fresh Monkee Franchise, LLC which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income, retained earnings, and cash flows 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 Fresh Monkee Franchise, LLC as of December 31, 2024 and 2023, and the results of its operations and its cash flows 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. 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 Fresh Monkee Franchise, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter – Restatement of Financial Statements
We draw attention to Note 9 to the financial statements which describes i) that the financial statements that we originally reported on February 29, 2024 for the year ending December 31, 2023 have been amended, and ii) the matter that gives rise to the amendment of the financial statements.

Our opinion is not modified in respect of this matter.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United

States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Fresh Monkee Franchise, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Fresh Monkee Franchise, LLC's ability to continue as a going concern for a reasonable period of time.

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

M. Alan Perry

Seymour & Perry, LLC
Certified Public Accountants
Watkinsville, GA
March 21, 2025

THE FRESH MONKEE FRANCHISE, LLC

BALANCE SHEET AS OF DECEMBER 31, 2024 and 2023

In U.S. Dollars

	2024	2023 - RESTATED
ASSETS		
Current Assets		
Cash and Cash Equivalents	$ 132,601	$ 203
Contracts Receivable	71,836	-
Royalty Fees Receivable	2,972	-
Contract Asset - Brokerage Fees	1,447,525	193,750
Total Current Assets	1,654,934	193,953
Other Assets		
Loan to Shareholder (see Note 6)	717,953	254,594
Right of Use Leased Asset	11,676	-
TOTAL ASSETS	$ 2,384,562	$ 448,547
LIABILITIES AND MEMBERS CAPITAL		
Current Liabilities		
Accounts Payable	$ 51,977	$ -
Credit Card Payable	3,828	6,807
Accrued Payroll	1,731	-
Deferred Revenue	2,204,500	330,000
ROU Lease Liability	11,788	-
Total Current Liabilities	2,273,823	336,807
Long-Term Liabilities		
Loan Payable - Related Party	110,740	111,740
Total Liabilities	2,384,563	448,547
Members' Capital	0	0
TOTAL LIABILITIES AND MEMBERS' CAPITAL	$ 2,384,563	$ 448,547

STATEMENT OF INCOME AND RETAINED EARNINGS
FOR THE FISCAL YEARS ENDED DECEMBER 31, 2024 and 2023

In U.S. Dollars

	2024	2023 - RESTATED
Initial Franchise Fee Revenue	$ 862,502	$ 25,000
Royalty Fee Revenue	29,509	-
Less: Brokerage Fee	(583,000)	(10,000)
Less: Area Developer Royalty Fee	(8,761)	-
Gross Profit	300,250	15,000
Operating Expenses:		
Legal & Accounting Services	$ 77,488	$ 19,871
Advertising & Marketing	68,115	38,219
Payroll Expense	39,203	-
General business expenses	23,984	2,459
Insurance	22,723	4,712
Office Expenses	8,683	1,266
Rent Expense	7,133	-
Tax Expense	4,566	684
Payroll Tax Expense	3,338	-
Travel Expenses	2,365	-
Utilities Expense	2,529	209
Meals & Entertainment Expense	986	-
Repairs & Maintenance	440	-
Total Operating Expenses:	261,554	67,420
Net Income/(Loss) From Operations	$ 38,697	$ (52,420)
Other Income/(Expenses)		
Interest Expense	(655)	(122)
Net Income/(Loss)	$ 38,041	$ (52,542)
Retained Earnings (Deficit), January 1	$ -	$ 9,807
Capital Contributions	-	-
Prior Period Adjustment	-	(92,683)
Loan to Shareholder	-	135,418
Distributions	(38,041)	-
Retained Earnings (Deficit), December 31	$ 0	$ 0

THE FRESH MONKEE FRANCHISE, LLC

STATEMENT OF CASH FLOWS
FOR THE FISCAL YEARS ENDED DECEMBER 31, 2024 and 2023

In U.S. Dollars

	2024	2023 - RESTATED
Cash Flows from Operating Activities:		
Net Income/(Loss)	$ 38,041	$ (52,542)
Adjustments to Reconcile Net Income/(Loss) to Net Cash Provided by Operating Activities:		
Prior Period Adjustment	-	(92,683)
Noncash Lease Expense for ROU Leased Asset	111	-
(Increase)/Decrease in Assets:		
Start Up Costs	-	52,683
Loan to Shareholder	(464,934)	(119,176)
Contract Receivable	(71,836)	-
Royalty Fees Receivable	(2,972)	-
Contract Asset - Brokerage Fee	(1,252,200)	(193,750)
Increase/(Decrease) in Liabilities:		
Accounts Payable	51,977	-
Credit Card Payable	(2,979)	6,306
Accrued Payroll	1,731	-
Deferred Revenue	1,874,500	330,000
Total Cash Flows From Operating Activities	$ 171,439	$ (69,162)
Cash Flows from Financing Activities:		
Long Term Borrowings - Related Party	$ (1,000)	$ 11,740
Distributions	(38,041)	-
Total Cash Flows from Financing Activities	$ (39,041)	$ 11,740
Cash on Hand and in Bank @ Beginning of Year	$ 203	$ 57,625
Cash on Hand and in Bank @ End of Year	$ 132,601	$ 203
Interest Expense paid during the year	$ 655	$ 122

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2024

1. DESCRIPTION OF THE BUSINESS

The Fresh Monkee Franchise, LLC (The Company) is a franchising company specializing in health food restaurants. The Company's headquarters is located in Glastonbury, Connecticut. Customers are located throughout the United States of America.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting – The Company prepares its financial statements in accordance with accounting principles generally accepted in the United States of America which involves the application of accrual accounting; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred.

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

Contracts Receivable and Royalty Fees Receivable – Contracts receivable consist of initial franchise fees that are due to the Company. Royalty fees receivable represent amounts due from royalty fees. These receivables arise in the normal course of business and are presented at their realizable value. The Company provides an allowance for credit losses equal to the estimated collection losses that will be incurred in the collection of all receivables. Management estimates the losses based on historical collection experience coupled with a review of the current status of existing receivables. When an account is deemed uncollectible, it is charged off against the allowance account. The Company did not record an allowance for credit losses for the year ending December 31, 2024 or 2023.

Cash and Cash Equivalents – For the purpose of the statements of cash flows, the company considers demand deposits and investments with an initial maturity of three months or less to be cash equivalents.

At times throughout the year, the Company's cash balances exceed amounts insured by the Federal Deposit Insurance Corporation (FDIC). The Company believes it mitigates its risks by investing in or through major financial institutions.

Income Taxes – The Company has elected, under Subchapter S of the Internal Revenue Code, not to have the Company subject to corporate income tax, but rather to have the stockholders report their share of the Company's taxable earnings or losses on their personal returns. Therefore, no provision or liability for income taxes has been included in these financial statements.

In accordance with FIN 48, Accounting for Uncertainty in Income Taxes (FASB ASC 740-10), the Company has evaluated its uncertain tax positions and related income tax contingencies and feels it is not material to the financial statements. Penalties and interest assessed by income taxing authorities are included in operating expenses, if incurred.

The income tax laws of jurisdictions in which the Company operates are complex and subject to different interpretations by the taxpayer and applicable government taxing authorities. Income tax returns filed by the Company are based on management's interpretation of these rules. The Company's estimate for the potential outcome for any uncertain tax issue is highly subjective and based on management's best judgments.

Fair Value of Financial Instruments – The carrying value of cash and credit card payable approximates fair value due to the short maturity of these instruments. The carrying value of short and long-term debt approximates fair value based on discounting the projected cash flows using market rates available for similar maturities. None of the financial instruments are held for trading purposes.

Advertising Costs – Advertising costs are expensed as incurred with no direct response advertising to be capitalized. Total advertising costs for the years ended December 31, 2024 and 2023 were $68,115 and $38,219, respectively.

Compensated Absences
The Company allows full-time employees to receive compensation for vacation and sick leave. Compensated absences for vacation and sick pay have not been accrued since they cannot be reasonably estimated but are expensed as incurred.

3. FRANCHISING REVENUE

As a franchisor, the Company grants a franchisee to operating Fresh Monkee stores in a given area, with or without exclusivity. The franchisee pays the Company for its use of its concept, strategy, marketing, operating systems, purchasing power, and brand recognition. The franchisees are solely responsible for the day-to-day operations in each franchised restaurant, including labor and employment decisions, such as hiring, termination, scheduling, and setting wages, determining benefits and all other terms of employment with respect to their employees.

Through the franchising program, the Company offers franchisees choices in store location and the number of stores they wish to operate. The Company also offers franchisees the opportunity to reserve larger territories by entering into area representative agreements, which grant the franchisee exclusive rights to develop and operate a specific number of stores within a specified period of time and geographic area. The dollar amount of area representative agreements depends on the number of stores and geographic area agreed upon.

The Company generally executes franchise agreements for each store that establishes the terms of its arrangement with the franchise. The franchise agreements typically require the franchisee to pay an initial, non-refundable fee and continuing fees based upon a percentage of gross sales. The typical franchise agreement has a 10-year initial term. Subject to the Company's approval and the franchisee's payment of a renewal fee, a franchisee may generally renew the franchise agreement upon its expiration.

Franchise revenue is generated from royalties, initial franchise fees, and area representative agreement fees. The Company has performance obligations to provide each franchisee (i) a franchise license, which includes license to use the Company's intellectual property, (ii) pre-opening services, such as training and inspections, and (iii) ongoing services, such as development of training materials and menu items. Royalties from franchise stores are calculated as a percentage of franchise store sales over the term of the franchise agreement and are recognized in the same period as the related franchise store sales occur. If collection of the franchise royalty fees is doubtful, revenue is recognized at the time of collection.

The Company charges an initial franchise fee for providing operational materials, new store opening, planning, and functional training courses. Initial franchise fees, if any, are due for payment at the time the franchise agreement for a particular store is executed. Franchise fees are recognized as performance obligations are satisfied. The Company has elected to use the practical expedient for applying ASC 606 to initial franchise fees for franchisors that are not public business entities within Topic 952, *Franchisors*. Therefore, the Company recognizes up to $15,000 for training and up to $10,000 for marketing research and site selection when these performance obligations are satisfied, or when the franchisee stores to which they relate open for business. The remainder of the initial franchise fee is recognized on a straight-line basis over the remaining term of the contract. Any initial franchise fees that are collected by the Company but not yet recognized as revenue are recorded as Deferred Revenue.

Area representative fees are paid to the Company as part of an agreement to open and operate a specific number of stores in a specified territory. The amount of the fee is based on the number of stores to be opened pursuant to the area representative agreement. Fifty percent of the Company's performance obligation for these agreements is deemed satisfied upon execution of the contract. The remaining performance obligation will be satisfied when training, market research, and site selection have been provided to the franchisee. Therefore, fifty percent of the fee is recognized as revenue in the year the area representative fee is collected. The remaining fifty percent of the fee is recognized as initial franchise fee revenue. Up to $15,000 for training and up to $10,000 for marketing research and site selection are recognized when the franchisee store to which they relate open for business. The remainder of the fee is recognized on a straight-line basis over the remaining term of the contract.

Initial fees included in revenue for the year ending December 31, 2024 and 2023 were $87,500 and $25,000, respectively. Area representative fees included in revenue for the year ending December 31, 2024 and 2023 were $765,000 and $0, respectively. Deferred revenue represents that portion of total revenue from initial franchise sales for stores that have not yet opened or that has not been earned as of the balance sheet date. Deferred revenue at December 31, 2024 and 2023 was $2,204,500 and $330,000, respectively. A portion of this amount will be recognized as revenue when the stores to which the obligation relates commence operations and a portion will be recognized as revenue ratably over the term of the franchise contracts. Of the $330,000 deferred revenue balance at December 31, 2023, $52,500 was recognized as revenue during the year ending December 31, 2024.

The Company sold 1 franchise agreement in the years prior to December 31, 2023. Six initial franchise agreements were sold and one store opened in the year ending December 31, 2023. 15 initial franchise agreements and 11 area representative agreements were sold and 6 store locations opened in the year ending December 31, 2024, The individual member owns 4 locations resulting in 11 total locations open as of December 31, 2024.

Disaggregation of Revenue from Contracts with Customers

The following table disaggregates the Company's revenue based on the timing of satisfaction of performance obligations for the years ended December 31:

	2024	2023
Performance obligations satisfied at a point in time	$ 889,509	$ 25,000
Performance obligations satisfied over time	2,500	-
Total Revenue	$ 892,009	$ 25,000

4. COST OF SALES

Cost of sales consist primarily of brokerage fees and area developer royalty fees. Brokerage fees are paid to franchise brokers that serve as a bridge between individuals seeking franchise opportunities and the Company. The brokerage fees amount to approximately 40% - 75% of the initial franchise fee or area representative agreement fee. Area developer royalty fees equate to 3% of the franchise royalty fee collected by the Company.

Brokerage fees relate to the initial franchise fees and area representative agreement fees and therefore are recognized in the same manner as those fees. For brokerage fees related to initial franchise fees, fifty percent of the fees are recognized in the year the franchise store opens for business and the remainder is recognized on a straight-line basis over the term of the contract. For brokerage fees related to area representative agreement fees, fifty percent of the fees are recognized in the year the fee is collected. Of the remaining amount, fifty percent is recognized in the year the franchise store opens for business and any remaining brokerage fee is recognized over the term of the contract. Brokerage fees recognized for the years ending December 31, 2024 and 2023 were $583,000 and $10,000, respectively.

Area developer royalty fees are recognized in the year paid to the area representative. As of December 31, 2024 and 2023, the number of stores owned by area representatives were 4 and 0, respectively.

5. CONCENTRATION OF CREDIT RISK

The Company maintains cash deposits at a banking institution in the United States. The account at this institution is insured by the Federal Deposit Insurance Corporation for up to $250,000. At times through the period the Company may maintain cash balances in excess of insured limits. The Company believes that there is no significant risk with respect to these deposits.

6. RELATED PARTIES

The individual member of the Company holds substantially identical ownership interests in The Fresh Monkee locations in Wethersfield, CT, Glastonbury, CT, Southington, CT, and Berlin, CT. During the year the Companies may advance funds to each other and pay certain expenses on behalf of the other. As of December 31, 2024 and 2023, the company has outstanding loans from other Fresh Monkee locations in the amount of $110,740 and $111,740, respectively. There is no due date or interest rate for these loans. They have been classified as long-term liabilities. The Company also has a loan to shareholder in the amount of $717,953 and $254,594 as of December 31, 2024 and 2023, respectively, as a result of distributions to the owner that exceeded retained earnings.

7. LEASES

In leases where the Company is the lessee, the Company recognizes a right-of-use leased asset and lease liability at lease commencement, which are measured by discounting lease payments using the Company's incremental borrowing rate as the discount rate. The Company determines the incremental borrowing rate applicable to each lease by reference to the risk-free discount rate that corresponds to the term of each lease. Subsequent amortization of the right-of-use leased asset and accretion of the lease liability for an operating lease is recognized as a single lease cost, on a straight-line basis, over the lease term. Any difference in the amount of lease expense and actual lease payments are reflected as a noncash item in the statement of cash flows.

The Company has an operating lease for office space that was entered into in July 2024. The lease term is through October 2025. The risk free rate associated with this lease is 4.77%. The operating lease cost for the years ending December 31, 2024 and 2023 were $7,133 and $0, respectively. The Company had no financing leases as of December 31, 2024 or 2023.

8. PRIOR PERIOD ADJUSTMENT

The Company made a prior period adjustment for $40,000 of revenue that was recorded in the incorrect period per ASC 606 related to franchise fee revenue and $52,683 of start-up costs that were not expensed in the correct period per ASC 720-15. Due to these prior period adjustments and the result of current operations, the Company had negative equity. This negative equity was reclassified to a loan to shareholder.

9. RESTATEMENT OF FINANCIAL STATEMENTS FOR THE YEAR ENDING DECEMBER 31, 2023

Management determined that a correction was required due to a misclassification of brokerage fees that had been paid but not yet incurred. During 2022, the Company paid $20,000 in brokerage fees and in 2023, the Company paid brokerage fees of $183,750. All of these brokerage fees were incorrectly classified as Legal and Accounting Services expenses in the year that they were paid, $20,000 in 2022 and $183,750 in 2023. These brokerage fees relate to revenue that will be recognized in future years when the franchise stores to which they relate open for business. Brokerage fees should be recorded as Contract Asset – Brokerage Fee (an asset) until the revenue to which it relates is recognized. Therefore recognizing these brokerage fees as expenses in the year that they were paid overstated expenses on the Statement of Income and Retained Earnings and understated assets on the Balance Sheet for the years ending December 31, 2022 and 2023.

The impact of the corrections on the financial statements for the year ending December 31, 2023 is as follows:

a) Legal and accounting services expense on the Statement of Income and Retianed Earnings decreased by $193,750.
b) Brokerage Fees increased on the Statement of Income and Retained Earnings by $10,000.
c) Contract Asset – Brokerage Fees increased on the Balance Sheet by $193,750
d) Loan to Shareholder decreased on the Balance Sheet by $193,750
e) The prior period adjustment on the Statement of Income and Retained Earnings changed from ($102,683) to ($92,683).
f) The net loss on the Statement of Income and Retained Earnings for the year ending December 31, 2023 decreased from a net loss of $236,292 to a net loss of $52,542.

10. DATE OF MANAGEMENT'S REVIEW

Management has evaluated subsequent events through March 21, 2025 the date on which the financial statements were available to be issued.

* * ** *

TABLE OF CONTENTS

MMNT
CERTIFIED PUBLIC ACCOUNTANTS

MEMBERS
PHILIP S. NEMPHOS, CPA, CVA
MATTHEW J. TIERINNI, CPA
KARL J. BADEY, CPA, MST

INDEPENDENT AUDITOR'S REPORT

To the Members of The Fresh Monkee Franchise, LLC
Glastonbury, Connecticut

We have audited the statement of assets, liabilities, and members' capital – tax basis of The Fresh Monkee Franchise, LLC as of December 31, 2022.

In our opinion, the accompanying financial statement presents fairly, in all material respects, the assets, liabilities, and members' capital of The Fresh Monkee Franchise, LLC as of December 31, 2022, in accordance with the basis of accounting The Fresh Monkee Franchise, LLC uses for income tax purposes described in Note 1.

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 Statement section of our report. We are required to be independent of The Fresh Monkee Franchise, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter - Basis of Accounting

We draw attention to Note 1 of the financial statement, which describes the basis of accounting. The financial statement is prepared on the basis of accounting The Fresh Monkee Franchise, LLC uses for income tax purposes, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statement in accordance with the basis of accounting The Fresh Monkee Franchise, LLC uses for income tax purposes, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

160 CHAPEL ROAD, SUITE 301 • MANCHESTER, CT 06042 • PHONE: (860) 643-1001 • FAX: (860) 533-0405
WWW.MMNT-CPA.COM • HELP@MMNT-CPA.COM

Auditor's Responsibilities for the Audit of the Financial Statement

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Fresh Monkee Franchise, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Fresh Monkee Franchise, LLC's ability to continue as a going concern for a reasonable period of time.

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

MMNT, LLC
CERTIFIED PUBLIC ACCOUNTANTS

April 27, 2023

THE FRESH MONKEE FRANCHISE, LLC
STATEMENTS OF ASSETS, LIABILITIES, AND MEMBERS' CAPITAL - TAX BASIS
DECEMBER 31, 2022

ASSETS

CURRENT ASSETS	
Cash	$ 57,625
OTHER ASSETS	
Start-up costs	54,500
Accumulated amortization	(1,817)
Net other assets	52,683
TOTAL ASSETS	$ 110,308

LIABILITIES AND MEMBERS' CAPITAL

CURRENT LIABILITIES	
Credit card payable	$ 501
LONG-TERM LIABILITIES	
Loan payable - related party	100,000
TOTAL LIABILITIES	100,501
MEMBERS' CAPITAL	9,807
TOTAL LIABILITIES AND MEMBERS' CAPITAL	$ 110,308

See notes and independent auditor's report.

THE FRESH MONKEE FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENT
DECEMBER 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business Activity

The Company is a franchising company specializing in health food restaurants. The Company's headquarters is located in Glastonbury, Connecticut. Customers are located throughout the country.

Basis of Accounting

The accompanying financial statement has been presented on the basis of accounting used by the Company for federal income tax reporting purposes. The tax basis of accounting, as used by the Company, differs from accounting principles generally accepted in the United States of America in that start-up costs are capitalized and amortized over time instead of being expensed when incurred.

Cash and Cash Equivalents

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. The Company does not have any amounts in excess of FDIC-insured limits at December 31, 2022. The Company has not experienced any losses in such accounts.

Start-up Costs

Start-up costs, including legal fees, are expensed as incurred up to $5,000. The remaining is capitalized and amortized over 15 years. Capitalized start-up costs were $54,500 at December 31, 2022

Use of Estimates

The preparation of financial statements in conformity with the tax basis of accounting requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events

In preparing these financial statements, management has evaluated subsequent events through April 27, 2023 which represents the date the financial statements were available to be issued.

THE FRESH MONKEE FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENT
DECEMBER 31, 2022

NOTE 2 – RELATED PARTY TRANSACTIONS

The Company has a loan payable to a related party with no stated interest rate. The balance of this loan was $100,000 at December 31, 2022 and is included in long-term liabilities.

EXHIBIT E

OPERATIONS MANUAL TABLE OF CONTENTS

The Operations Manual is still under development; therefore, these numbers are estimates based on what has currently been developed and are subject to change.

EXHIBIT F

AREA REPRESENTATIVE INFORMATION

LIST OF CURRENT AREA REPRESENTATIVES

Current as of December 31, 2024

AR State of Territory	Franchisee Contact	Address	Phone Number
Connecticut	Jordan & Cory Herrick	353 Jones St., Amston, CT 06231	860-377-4088
Connecticut	Jordan & Cory Herrick	353 Jones St., Amston, CT 06231	860-377-4088
Florida	Chris & Dana Wilson	178 Reflections Ave., Ponte Vedra, FL 32081	732-330-1045
Florida	Chris & Dana Wilson	178 Reflections Ave., Ponte Vedra, FL 32081	732-330-1045
Georgia	Clarence Gadapati & Aruna Palaniappan	753 Trackston Dr. Marietta, GA 30068	412-298-0346
Georgia	Clarence Gadapati & Aruna Palaniappan	753 Trackston Dr. Marietta, GA 30068	412-298-0346
Georgia	Clarence Gadapati & Aruna Palaniappan	753 Trackston Dr. Marietta, GA 30068	412-298-0346
Massachusetts	Rich Ligols	1 Crystal Dr., Berkley, MA 02779	781-929-0322
North Carolina	David & Colleen Eaton	1222 Crofton Dr., Waxhaw, NC 28173	704-614-2800
Ohio	Amit& Chetanaben Patel	9496 Tartan Ridge, Dublin OH 43017	614-906-1980
Rhode Island	Joe Gulino	84 Austin Ave. Greenville, RI 02828	508-740-3253
Florida	Joe Gulino	84 Austin Ave. Greenville, RI 02828	508-740-3253
Texas	Clarence Gadapati & Karuna Annavajjala	590 Old Mill Rd. Unit 149, Cedar Park, TX 30069	704-954-9734
Texas	Clarence Gadapati & Karuna Annavajjala	590 Old Mill Rd. Unit 149, Cedar Park, TX 30069	704-954-9734
Texas	Kailee & Marissa Wong	29720 Fulshear Lake Trace, Richmond, TX 77406	281-744-2033

LIST OF FORMER AREA REPRESENTATIVES

AR Territories	Franchisee Contact	Phone Number
2 in Tennessee	Vince Brown	401-479-0035

EXHIBIT G

SAMPLE GENERAL RELEASE

GENERAL RELEASE AGREEMENT

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims ("Release") is made as of the date signed below, by the party identified below as the area representative ("Area Representative"), and each individual holding an ownership interest in Area Representative (collectively with Area Representative, "Releasor") in favor of The Fresh Monkee Franchise, LLC, LLC ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Area Representative have entered into an Area Representative Agreement ("Agreement") pursuant to which Area Representative was granted the right to own and operate a Fresh Monkee area representative business;

WHEREAS, [Area Representative has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Area Representative, to a transferee/enter into a successor area representative agreement/amend the Agreement] OR [the Agreement is being terminated/or indicate other reason for the requirement of this waiver and release], and Franchisor has consented to such [transfer] [successor area representative agreement] [amendment] [termination] [other reason]; and

WHEREAS, as a condition to Franchisor's consent to [transfer the Agreement] [enter into a successor area representative agreement] [amend the Agreement] [terminate the Agreement] [other reason], Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor's consent, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Area Representative represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Area Representative. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Area Representative are signatories to this Release.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party in connection with a third party claim.

3. Non-disparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

4. Confidentiality. Releasor agrees to hold in strictest confidence and not disclose, publish, or use the existence of, or any details relating to, this Agreement to any third party without Franchisor's express written consent, except as required by law.

5. Miscellaneous

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the state of Connecticut.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit ofthe Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders, and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

h. Releasor agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as any Released Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO GENERAL RELEASE FORM

IN WITNESS WHEREOF, Releasor has executed this Release as of the date signed below.

AREA REPRESENTATIVE:
[AREA REPRESENTATIVE ENTITY]

By:

Name:

Title:

Date:

AREA REPRESENTATIVE'S OWNERS:
(add more lines as necessary)

Signature:

Name:

Date:

EXHIBIT H

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

Bank Name:

ABA Number:

Account Number:

Account Name:

Effective as of the date of the signature below, [FRANCHISEE NAME] (the "Franchisee") hereby authorizes The Fresh Monkee Franchise, LLC (the "Franchisor") or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to cover the following payments that are due and owing Franchisor or its affiliates under the franchise agreement dated [EFFECTIVE DATE OF FA] (the "Franchise Agreement") for the business operating at the location identified on Attachment A of the Franchise Agreement (the "Franchised Business"): (i) all Royalty Fees; (ii) Fund Contributions; (iii) any amounts due and owing the Franchisor or its affiliates in connection with marketing materials or other supplies or inventory that is provided by Franchisor or its affiliates; and (iv) all other fees and amounts due and owing to Franchisor or its affiliates under the Franchise Agreement. Franchisee acknowledges each of the fees described above may be collected by the Franchisor (or its designee) as set forth in the Franchise Agreement.

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

Such withdrawals shall occur on a weekly basis, or on such other schedule as Franchisor shall specify in writing. This authorization shall remain in full force and effect until terminated in writing by Franchisor. **PLEASE ATTACH A VOIDED BLANK CHECK, FOR PURPOSES OF SETTING UP BANK AND TRANSIT NUMBERS.**

AGREED ON [DATE]:

FRANCHISEE:

[FRANCHISEE]

By:

Name:

Title:

FRANCHISOR:

The Fresh Monkee Franchise, LLC

By:

Name:

Title:

EXHIBIT I

COLLATERAL ASSIGNMENT OF LEASE

THE FRESH MONKEE FRANCHISE, LLC

COLLATERAL ASSIGNMENT OF LEASE

Landlord: ____

Notice Address: ____

Telephone: ____

Franchisor: ____

Notice Address: ____

Tenant: ____

Lease Premises: ____

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

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

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

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

- Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease. If Franchisor becomes the lessee of the Lease Premises, then Franchisor shall have the right to assign or sublease its lease to a franchisee of the brand.

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

- Right to Enter. Upon the expiration or termination the Franchise Agreement or the Lease, or the termination of Tenant's right of possession of the Leased Premises, Franchisor or its designee may, after giving reasonable prior notice to Landlord, enter the Leased Premises to remove signs and other material bearing Franchisor's brand name, trademarks, and commercial symbols, provided that Franchisor will be liable to Landlord for any damage Franchisor or its designee causes by such removal.

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

Executed by:

LANDLORD:

By:
Name:
Title:
Date:

TENANT:

By:
Name:
Title:
Date:

FRANCHISOR:

By:
Name:
Title:
Date:

EXHIBIT J

STATE EFFECTIVE DATES

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

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

State	Effective Date
California	Application Pending
Hawaii	Not Registered
Illinois	Not Registered
Indiana	Not Registered
Maryland	Not Registered
Michigan	Application Pending
Minnesota	Not Registered
New York	Not Registered
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	Application Pending
Washington	Not Registered
Wisconsin	Not Registered

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
(OUR COPY)

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 The Fresh Monkee Franchise, LLC offers you a franchise it must provide this disclosure document to you within 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 and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or payment of any consideration that relates the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If The Fresh Monkee Franchise, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the state administrator identified in Exhibit B of this Franchise Disclosure Document. A list of franchisor's agents registered to receive service of process is listed as Exhibit B to this Franchise Disclosure Document.

Effective Dates for this Franchise Disclosure Document in the registration states are listed on the state Effective Date Page.

Issuance date: April 18, 2025

I received a Franchise Disclosure Document that included the following Exhibits:

A – State Specific Addenda
B – State Administrators and Agents for Service of Process
C – Area Representative Agreement
D – Financial Statements
E – Operating Manual Table of Contents
F – List of Area Representatives
G – Form of General Release
H – Electronic Funds Transfer Form
I – Collateral Assignment of Lease
J – State Effective Dates
Receipts

The franchise seller for this offering is: Judith Flynn, 39 New London Turnpike, Suite 204, Glastonbury, CT 06033; or by phone (860)-990-1022

PROSPECTIVE FRANCHISEE:

Name of Entity:

By:

Name:

Title:

Dated:

RECEIPT
(YOUR COPY)

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PROSPECTIVE FRANCHISEE:

Name of Entity:

By:

Name:

Title:

Dated: