FRANCHISE DISCLOSURE DOCUMENT

Juici Food Services LLC
a Florida limited liability company
Lot 1 Clarendon Park Toll Gate
Clarendon, Jamaica
Telephone: (876) 904-2619
E-mail: *daniel@juicipattiesfranchising.com*
Website: *www.juicipattiesfranchising.com*

The franchisee will operate a "Juici Patties" business providing a distinctive menu featuring a variety of Jamaican style patties, jerk chicken, soups, breads, and other Jamaican-style meals, as well as other limited time offerings (a "**Juici Patties Restaurant**").

The total initial investment necessary to begin operation of a Juici Patties Restaurant will range from $346,950 to $469,500 for a Small Format Restaurant, $537,450 to $692,350 for a Standard Format Restaurant, and $619,450 to $792,550 for a Large Format Restaurant. This includes $30,000 that must be paid to the franchisor or affiliate.

Your total initial investment if you sign an area development agreement will vary depending on how many Juici Patties Restaurants you agree to develop. If you were to sign an area development agreement to build three Restaurants (two is the minimum), your total initial investment would range from $1,576,350 to $2,041,050. This includes $54,000 that must be paid to the franchisor or an affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Daniel Chin at Juici Food Services LLC, Lot 1 Clarendon Park, Clarendon, Jamaica (tel.: 876.904.2619 or Daniel@juicipattiesfranchising.com).

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

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

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

The issuance date of this Franchise Disclosure Document is April 28, 2023.

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E.
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 G 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 "Juici Patties" 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 "Juici Patties" franchisee?	Item 20 or Exhibit E list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the Table of Contents.

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About This Franchise

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

Out-of-State Dispute Resolution. The franchise agreement requires you to resolve disputes with us by mediation and litigation in Florida. Out of state mediation and litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate and litigate in Florida than in your own state.

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.

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.

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

JUICI FOOD SERVICES LLC

FRANCHISE DISCLOSURE DOCUMENT

TABLE OF CONTENTS

<u>Exhibits</u>

Item 1 The Franchisor, and Any Parents, Predecessors, and Affiliates

The Franchisor

The franchisor is Juici Food Services LLC (referred to in this disclosure document as ""**us**," "**our**," or "**we**"). We are a Florida limited liability company that was organized on August 21, 2020. We maintain our principal place of business at Lot 1 Clarendon Park Toll Gate, Clarendon, Jamaica (tel.: 876.904.2619). Our affiliate, JBL (defined below) operates a sales office that we also use at Lot 1 Clarendon Park, Clarendon, Jamaica; we do not maintain other sales offices. We conduct business under the name and mark "Juici Patties" and not under any other name. We do not engage in business activities other than franchising Juici Patties Restaurants and licensing third parties the right to manufacture Products bearing our Proprietary Marks (defined below). We began offering Juici Patties Restaurant franchises in May 2021. We have never offered franchises in any other lines of business.

Our agents for service of process are disclosed in Exhibit D to this disclosure document.

Our Parent, Predecessor, and Affiliates

Jukie Chin founded the "Juici Patties" concept in 1980 when the first "Juici Patties" Restaurant was opened in Jamaica (each of which we refer to as a "**Juici Patties Restaurant**").

Our immediate parent is Juici Food HoldCo LLC ("**JFHC**"), a Florida limited liability company that was organized on August 21, 2020. Our ultimate parent is DC Blue Holdings Co. ("**DCBH**"), a Florida limited liability company organized on August 21, 2020. JFHC and DCBH are both holdings companies which do not operate in any line of business. Neither JFHC nor DCBH offer products to our franchisees and neither have offered franchises in any line of business. JFHC and DCBH both have the same principal place of business as we do.

Our affiliate, Juici Beef Ltd. ("**JBL**"), has offered franchises for Juici Patties Restaurants in Jamaica since August 1992. As of December 31, 2022, there were 46 franchised Juici Patties Restaurants in Jamaica. In addition to these franchised units, JBL directly operates 18 Juici Patties Restaurants in Jamaica. JBL also functions as a vertically integrated food processing company that supplies the key ingredients, including patties, to all Juici Patties Restaurants in Jamaica and to grocery stores on several Caribbean islands. JBL is a company that was organized under the laws of Jamaica in 1989 and has the same principal place of business as we do. JBL has no business activities other than those described above.

Our affiliate, Juici Food IP LLC ("**JPIP**") is a Florida limited liability company that was organized on August 21, 2020. JPIP owns the "JUICI PATTIES" trademarks and other intellectual property in the United States. As noted in Item 13 below, JPIP has licensed to us the right to use and to license others to use the Proprietary Marks (defined below). JPIP has the same principal place of business as we do. JPIP has no business activities other than those described above and has never offered franchises in any line of business.

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

The Franchise Rights Offered

Each Juici Patties Restaurant is operated in a building that bears our trade dress (interior, exterior, or both) and offers a distinctive menu, featuring a variety of Jamaican style patties, jerk chicken, soups, breads, and other Jamaican-style meals, as well as other limited time Jamaican and Caribbean foods.

Among the distinguishing characteristics of a Juici Patties Restaurant are that it operates under our "**System**." Our System includes (among other things): Jamaican style patties (filled with beef, chicken, vegetables, or other ingredients), ackee and saltfish, callaloo and saltfish, jerk chicken, soups, breads, and other related food products ("**Products**"); confidential and proprietary information and trade secrets; distinctive images, designs, business formats, training methods, procedures, and specifications; distinctive exterior and interior design, decor, color scheme, and furnishings; uniform standards, specifications, and procedures for operations; brand presentation to consumers (including music playlists), procedures for management; software; training and assistance; and advertising and promotional programs.

We offer to enter into franchise agreements ("**Franchise Agreements**") with qualified corporations and persons ("**you**") that wish to establish and operate a Juici Patties Restaurant. (In this disclosure document, "you" means the person or legal entity with whom we enter into an agreement. The term "you" also refers to the direct and indirect owners of an entity – such as a corporation, partnership, limited liability company, or limited liability partnership that signs a Franchise Agreement as the "franchisee.")

Under a Franchise Agreement, we will grant you the right (and you will accept the obligation) to operate one Juici Patties Restaurant (the "**Franchised Business**") at an agreed-upon location (the "**Accepted Location**") that will be specified in the Franchise Agreement

We identify the System by means of certain trade names (for example, the "JUICI PATTIES" mark and logo), service marks, logos, emblems, and indicia of origin, as well as other trade names, service marks, and trademarks that we may periodically specify (all of these are referred to as our "**Proprietary Marks**"). We continue to develop, use, and control the use of our Proprietary Marks in order to identify for the public the source of services and products marketed under those marks and under the System, and to represent the System's high standards of quality, appearance, and service. Juici Patties Restaurants must operate according to our standards and procedures, as set out in our confidential brand standards manual and other written instructions relating to the operation of a Juici Patties Restaurant (the "**Brand Standards Manual**").

Juici Patties Restaurants will be operated from an indoor structure that need not be free-standing. Generally, there are three different design formats for Juici Patties Restaurants:

"Small Format Restaurant"	approx. 600 to 800 square feet in size
"Standard Format Restaurant"	approx. 800 to 1,200 square feet in size
"**Large Format Restaurant"**	approx. 1,200 to 2,000 square feet in size

Juici Patties Restaurants are decorated to meet our specifications (including the use of our trade dress, trademark, and design). Juici Patties Restaurants are typically located in strip shopping centers and in stand-alone units; however, the nature of the location will vary depending on the size of the Restaurant. For example, a Small Format Restaurant will likely occupy a high traffic street front or strip mall location, while a Large Format Restaurant could occupy the end cap of a strip mall and operate a drive thru where zoning rules permit it.

We may also offer area Development Agreements ("**Area Development Agreements**") to qualified entities and persons ("**Area Developers**") in the United States. The form of our Area Development Agreement is attached to this disclosure document as Exhibit B. If you sign an Area Development Agreement, we will grant you the right, and you will accept the responsibility, to establish an agreed-upon number of Juici Patties Restaurants within an agreed-upon designated area (the "**Development**

Area"), under an agreed-upon timetable (the "**Development Schedule**"). Each Juici Patties Restaurant (even if you area an Area Developer) will be constructed and operated under a Franchise Agreement. The Franchise Agreement for the first Juici Patties Restaurant developed under the Area Development Agreement will be in the form attached to the Area Development Agreement. The Franchise Agreement for each additional Juici Patties Restaurant developed will be in the form of the Franchise Agreement that we are generally offering to new franchisees at that time, which may materially differ from the current Franchise Agreement included with this FDD.

Industry-Specific Regulations

You must comply with all local, state, and federal laws that apply to your Franchised Business operations, including, for example, zoning, building code, health, sanitation, no-smoking, EEOC, OSHA, discrimination, employment, sexual harassment, and tax laws. The Americans with Disability Act of 1990 and state equivalents require readily accessible accommodation for disabled persons and therefore may affect your building construction, site elements, entrance ramps, doors, seating, bathrooms, drinking facilities, etc. For example, you must obtain permits for your building, construction, outdoor patio, and zoning, alcohol service, as well as operational licenses. There are also regulations that pertain to sanitation, food and menu labeling (such as nutritional and caloric information), food preparation, food handling, food content (such as on transfats), and food service. As a result of the pandemic in 2020, there may also be formal and informal limitations on people gathering, and operating a restaurant, that will apply to your franchise. You must comply with all applicable federal, state, and local laws and regulations during the operation of your Franchised Business. You should consult with your attorney concerning those and other local laws and ordinances that may affect your Franchised Business' operation.

Competition

You can expect to compete in your market with locally-owned businesses, as well as with national and regional chains that offer Caribbean-style food and beverages and related products, and which may compete with the products offered at a Juici Patties Restaurant. The market for these items is well-established and highly competitive. Restaurants such as a Juici Patties Restaurant compete on the basis of many factors, such as price, service, location, product offerings and quality, speed of service, hospitality, customer experience, and store promotions and marketing programs. These businesses are often affected by other factors as well, such as changes in consumer taste, economic conditions, seasonal population fluctuation, and traffic patterns.

Item 2 Business Experience

Daniel Chin — Director

Mr. Chin has been our Director since we formed in August 2020 and has served in a similar capacity for our affiliate, JBL, since June 2017. From January 2014 to June 2017 he was the Operations Manager for JBL.

Alison Keaveny — Vice President of Franchise Development

Ms. Keaveny (née Chin) has been our Vice President of Franchise Development since February 2022. She has also served as a Clinical Research Coordinator for Alpha-1 Foundation in Miami, Florida since October 2021. From January 2021 to October 2021, she was a Clinical Research Coordinator for South Florida Research Institute in Lauderdale Lake, Florida. From April 2018 to January 2021, Ms. Keaveny did not seek active employment.

Stevanne Williams — Logistics Manager

Ms. Williams has been our Logistics Manager since we formed in August 2020. She has also served as the Operations Officer for our affiliate, JBL, since February 2014.

Joan Thompson — Training Manager

Ms. Thompson has been our Training Manager since we formed in August 2020. She has also served as a Regional Restaurant Manager for our affiliate, JBL, since October 2013.

Fayoka Creary — Restaurant Operations Manager

Ms. Creary has been our Restaurant Operations Manager since we formed in August 2020 and has served in a similar capacity for our affiliate, JBL, since October 2017.

Item 3 — Litigation

No litigation is required to be disclosed in this Item.

Item 4 — Bankruptcy

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

Item 5 — Initial Fees

Franchise Agreement

When you sign the Franchise Agreement, you must pay us an initial franchise fee of $30,000, except as noted below for Franchise Agreements entered into in connection with an Area Development Agreement. The initial franchise fee will be fully earned when paid, must be paid in one lump-sum amount, and is non-refundable. The initial franchise fee is uniform for new franchisees. We entered into one Franchise Agreement in 2022 and collected a $30,000 franchise fee.

Development Agreement.

If you enter into an Area Development Agreement, you must pay us a development fee in the amount of: (a) $30,000 for the first Juici Patties Restaurant to be developed under the Area Development Agreement; *plus* (b) $12,000 for each additional Juici Patties Restaurant to be developed under the Area Development Agreement.

The amount of the development fee will vary under the circumstances and will be subject to our mutual discussion and agreement, taking into account a number of factors. These factors include the number of Juici Patties Restaurants you choose to develop under the Area Development Agreement, the market in which you choose to develop, the economics and demographics of that market, and our determination as to the “value” of the Development Area to be granted under the Area Development Agreement as measured by factors such as the total number of potential Juici Patties Restaurants that we anticipate can be developed within the Development Area (regardless of the minimum number of Juici Patties Restaurants that you are required to develop, and market conditions at the time the Area Development Agreement is signed). The development fee must be paid in lump sum, is uniformly applied, and is non-refundable. We entered into three Development Agreements covering eight locations in 2022. The development fees paid ranged from $42,000 to $66,000, and the range depended on how many franchises the developer committed to open under those development agreements.

If you are in compliance with all of your obligations under the Area Development Agreement and your Franchise Agreements, then we will credit to you the sum of: (a) $30,000 to the initial franchise fee payable under the first Franchise Agreement for a Juici Patties Restaurant that you are required to open under the Area Development Agreement; and (b) $12,000 to the initial franchise fee payable under each additional Franchise Agreement for a Juici Patties Restaurant that you are required to open under the Area Development Agreement (the total amount of these credits will not exceed the total development fee that you actually paid to us).

Item 6 Other Fees

(Please review this table in conjunction with all of the notes that follow.)

Type of Fee (Note 1)	Amount	Due Date	Remarks
Royalty	6% of Gross Sales.	Weekly, by noon (Eastern time), on Tuesday of each Week; calculated on the Gross Sales for the prior Week.	Gross Sales means all revenue related to the Franchised Business (excluding sales taxes collected and remitted to the proper authorities). Payments must be made by electronic funds transfer using the Automated Clearing House (ACH) Network.
Marketing Contribution	4% of Gross Sales (Note 2)	Same as Royalty	You must contribute these amounts, which we will allocate as described in Note 2 and Item 11. The description of “Gross Sales” is above. Payments must be made by electronic funds transfer (using the ACH network).
Transfer Fee	Note 6	At time of transfer	Only due if there is a transfer as defined in the Franchise Agreement or the Development Agreement
Renewal Fee	The lesser of $3,000 or 10% of the initial franchise fee that we are then-charging to new Juici Patties Restaurant franchisees.	Before renewal	Payable upon renewal of the Franchise Agreement on the terms described in that contract. The renewal fee is due instead of a new initial franchise fee.
Interest on Overdue Payments	1.5% per month on the underpayment (Note 3)	Upon demand	Only due if there are any past due payments to us, measured from the payment was originally due until it was actually paid

Type of Fee (Note 1)	Amount	Due Date	Remarks
Costs and Attorneys' Fees	Will vary under circumstances	Upon demand	Only due if you default under the Franchise Agreement, you must reimburse us for our expenses (including reasonable attorneys' fees) in enforcing or terminating the Franchise Agreement.
Audit Costs	All costs and expenses associated with the audit, reasonable accounting and legal costs; and interest on the underpayment (see Note 3)	Upon demand	Only due if we audit because you did not submit sales statements, you didn't keep books and records, or if you underreport your sales by 2% or more.
Indemnifi-cation	Will vary under circumstances	As incurred	Note 4
Securities Offering Fee	$10,000 or our actual expenses, whichever is greater	Upon demand	Only due if you engage in a securities offering, you must reimburse us for our reasonable costs and expenses (including legal and accounting fees) to evaluate your proposed offering and you also must indemnify us (see above).
Replacement training and Additional Individuals for Initial Training	Discounted fee of $3,500 for each individual to be trained	Before training begins	Training is included in the initial franchise fee; this is a discounted fee for any additional persons to be trained. Note 5
Convention and Meeting Fee	The fee to attend these meetings will be determined at the time and will be a proportionate share of the costs. Our current estimate is that this will be in the range of $250 to $500 per person.	As incurred	You must attend the conventions and meetings that we periodically require, and must pay this fee (if we charge a fee) for each person who is required to attend (and, if applicable, additional attendees that you choose to send as well). You will also be responsible for all of the other costs of attending meetings and conventions, including travel, room and board, and your employees' wages, benefits and other expenses.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Technology Development Fee	Currently, there is no fee, but we reserve the right to change as conditions warrant.	Monthly	We reserve the right to require you to pay an ongoing monthly fee for access to, and in consideration of our development and delivery of, the Computer System.
Additional On-site evaluation expenses	The cost of travel, lodging and meals for the representatives we send to conduct the evaluation.	As incurred	Under the Site Selection Addendum (defined in Item 11 below), we will perform one on-site evaluation, and if you ask us to perform any additional on-site evaluations other than the initial visit, you must reimburse our expenses for those additional evaluations.
Relocation costs	25% of our then-current initial franchise; or our out-of-pocket costs in connection with reviewing and approving a relocation (including our attorneys' fees), whichever is greater.	As incurred	You may not relocate the Franchised Business without our prior written consent. If we approve a relocation of the Franchised Business, instead of a new franchise fee, you agree to reimburse us for our costs in reviewing and approving the relocation.
Lost Future Royalties	The average of the monthly Royalty Fees due for the previous 12 months, multiplied by the lesser of 12 or the number of months remaining in the then-current term of the Franchise Agreement.	Upon request	You must pay this if we terminate the Franchise Agreement as a result of your default or if you abandon the Franchised Business.
Insufficient Funds Fee	$250 plus our bank charges	Upon Request	Only due if there are insufficient funds in your account at the time of the attempted ACH withdrawal, in which case you must reimburse us for all bank charges that we incur plus pay $250 to cover our administrative expenses

Notes to Item 6 table:

1. General:

   - We impose and collect all fees, except for certain local marketing expenses that you will make directly (see Item 11 for details). All fees are payable to us, uniformly applied to new system franchisees, and non-refundable. However, in some instances that we consider appropriate, we may waive some or all of these fees.

   - For all fees and charges, you must use the payment method we designate. We have the right to require that you make these payments to us by EFT (electronic fund transfer), including ACH.

   - We have the right to adjust, for inflation, all fixed dollar amounts under the Franchise Agreement for changes to the Index from the year when you sign your Franchise Agreement. The term "**Index**" means the U.S. Consumer Price Index (1982-84=100; all items; CPI-U; all urban consumers) as published by the U.S. Bureau of Labor Statistics ("BLS"). If the BLS no longer publishes the Index, then we will designate a reasonable substitute measure.

2. We have the right to allocate the Marketing Fund Contribution in the proportion that we designate among the following:

   - the System wide marketing and promotional fund (the "**Marketing Fund**"); and

   - local marketing, which we may allocate between: (a) any regional marketing fund established for your area (a "**Regional Fund**"); and (b) funds that you will spend on local marketing and promotion.

   You also must also conduct a Grand Opening Marketing Program when your Franchised Business opens.

3. Interest starts to accrue only if your payment is not made on time and, if so, when your payment was initially due. If a maximum interest rate applies under your state's law, then interest will not exceed that maximum rate.

4. You must indemnify us, and reimburse us for our costs (including our attorneys' fees), if we are sued or held liable in cases: (a) having anything to do with any securities offering you or your affiliates make relating to the Franchised Business; (b) any unauthorized use of our trademarks and service marks; or (c) having to do with a third party that asserts a claim relating to or arising out of the operation of your Franchised Business.

5. If any of the Specially Trained Management Personnel (as explained in Item 11 below) stops their active management of (or employment at) the Franchised Business, then you must enroll a qualified replacement in our initial training program within thirty 30 days. You may send up to four persons (including the Specially Trained Management Personnel) to the initial training program. If you ask to send more than five individuals to the initial training program, then you must pay this training fee.

6. Transfer Fee.

- For transfers to new franchisees:

  The greater of $22,500 or 75% of the initial franchise fee that we are then-charging to new Juici Patties Restaurant franchisees.

- For non-control changing transfers among existing owners or to add one minority owner:

  The transfer fee will be discounted to $1,500 or a greater amount if necessary to reimburse us for the expenses (including legal fees) that we incur in reviewing, approving, and documenting the transfer.

- For transfers to majority or controlling owner of an existing Juici Patties franchisee:

  The transfer fee will be discounted to $15,000 or (if greater) 50% of the initial franchise fee that we are then-charging to new Juici Patties Restaurant franchisees.

Item 7 Estimated Initial Investment

Your Estimated Initial Investment

Table 1: For a Small Format Restaurant (600 to 800 Square Feet)					
Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is Made
	From	To			
Initial Franchise Fee (Note 1)	$30,000	$30,000	Lump Sum	When you sign the Fran. Agmt.	Us
Lease/rent (Note 2)	$7,500	$12,500	As Arranged	Monthly and when lease signed	Landlord
Lease, Utility, and Security Deposits (Note 3)	$4,500	$5,000	As Arranged	As Arranged	Lender, Approved Suppliers
Plans and Construction (includes architectural and building permits) (Note 4)	$117,000	$134,550	As Arranged	As Arranged	Contractors

Table 1:
For a Small Format Restaurant (600 to 800 Square Feet)

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is Made
	From	To			
Signage (Note 5)	$3,000	$5,000	As Arranged	As Arranged	Vendors, Approved Suppliers
Furniture and Fixtures (Note 6)	$31,200	$43,200	As Arranged	As Arranged	Vendors, Approved Suppliers
Equipment (Note 7)	$90,000	$125,000	Lump sum	Before Opening	Vendors, Approved Suppliers
Point of Sale Equipment and Computer System (Note 8)	$2,000	$4,000	Lump sum	Before Opening and As Incurred	Vendors, Approved Suppliers
Business Licenses and Permits (Note 9)	$250	$750	As Incurred	As Incurred	Gov't agencies, providers
Professional Fees (Note 10)	$2,000	$5,000	As Incurred	As Arranged	Service Providers
Initial Inventory (Note 11)	$2,500	$4,500	Lump sum	Before Opening	Vendors, Approved Suppliers, or us
Insurance (Note 12)	$3,000	$5,000	As Arranged	As Arranged	Insurance Providers
Training Expenses (Note 13)	$34,000	$45,000	As Incurred	As Incurred	Airlines, hotels, rest-aurants
Opening Advertising (Note 14)	$10,000	$10,000	As Arranged	As Arranged	Vendors
Additional Funds (3 Months) (Note 15)	$10,000	$40,000	As Incurred	As Incurred	Employ-ees, vendors, utilities
Total (Note 16)	**$346,950**	**$469,500**			

Table 2:
For a Standard Format Restaurant (800 to 1,200 Square Feet)

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is Made
	From	To			
Initial Franchise Fee (Note 1)	$30,000	$30,000	Lump Sum	When you sign the Fran. Agmt.	Us
Lease/rent (Note 2)	$16,500	$31,500	As Arranged	Monthly and when lease signed	Landlord
Lease, Utility, and Security Deposits (Note 3)	$5,000	$7,000	As Arranged	As Arranged	Lender, Approved Suppliers
Plans and Construction (includes architectural and building permits) (Note 4)	$156,000	$179,400	As Arranged	As Arranged	Contracto rs
Signage (Note 5)	$4,000	$6,000	As Arranged	As Arranged	Vendors, Approved Suppliers
Furniture and Fixtures (Note 6)	$31,200	$43,200	As Arranged	As Arranged	Vendors, Approved Suppliers
Equipment (Note 7)	$230,000	$280,000	Lump sum	Before Opening	Vendors, Approved Suppliers
Point of Sale Equipment and Computer System (Note 8)	$2,000	$4,000	Lump sum	Before Opening	Vendors, Approved Suppliers
Business Licenses and Permits (Note 9)	$250	$750	As Incurred	As Incurred	Gov't agencies, providers
Professional Fees (Note 10)	$2,000	$5,000	As Incurred	As Arranged	Service Providers

Table 2: For a Standard Format Restaurant (800 to 1,200 Square Feet)					
Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is Made
	From	To			
Initial Inventory (Note 11)	$3,500	$5,500	Lump sum	Before Opening	Vendors, Approved Suppliers, or us
Insurance (Note 12)	$3,000	$5,000	As Arranged	As Arranged	Insurance Providers
Training Expenses (Note 13)	$34,000	$45,000	As Incurred	As Incurred	Vendors
Opening Advertising (Note 14)	$10,000	$10,000	As Arranged	As Arranged	Vendors
Additional Funds (3 Months) (Note 15)	$10,000	$40,000	As Incurred	As Incurred	Employee s, vendors, utilities
Total (Note 16)	**$537,450**	**$692,350**			

Table 3: For a Large Format Restaurant (1,200 to 2,000 Square Feet					
Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is Made
	From	To			
Initial Franchise Fee (Note 1)	$30,000	$30,000	Lump Sum	When you sign the Fran. Agmt.	Us
Lease/rent (Note 2)	$16,500	$36,000	As Arranged	Monthly and when lease signed	Landlord
Lease, Utility, and Security Deposits (Note 3)	$7,000	$10,500	As Arranged	As Arranged	Lender, Approved Suppliers

Table 3:
For a Large Format Restaurant (1,200 to 2,000 Square Feet

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is Made
	From	To			
Plans and Construction (includes architectural and building permits) (Note 4)	$234,000	$269,100	As Arranged	As Arranged	Contracto rs
Signage (Note 5)	$5,000	$7,000	As Arranged	As Arranged	Vendors, Approved Suppliers
Furniture and Fixtures (Note 6)	$31,200	$43,200	As Arranged	As Arranged	Vendors, Approved Suppliers
Equipment (Note 7)	$230,000	$280,000	Lump sum	Before Opening	Vendors, Approved Suppliers
Point of Sale Equipment and Computer System (Note 8)	$2,000	$4,000	Lump sum	Before Opening	Vendors, Approved Suppliers
Business Licenses and Permits (Note 9)	$250	$750	As Incurred	As Incurred	Gov't agencies, providers
Professional Fees (Note 10)	$2,000	$5,000	As Incurred	As Arranged	Service Providers
Initial Inventory (Note 11)	$4,500	$7,000	Lump sum	Before Opening	Vendors, Approved Suppliers, or us
Insurance (Note 12)	$3,000	$5,000	As Arranged	As Arranged	Insurance Providers
Training Expenses (Note 13)	$34,000	$45,000	As Incurred	As Incurred	Vendors
Opening Advertising (Note 14)	$10,000	$10,000	As Arranged	As Arranged	Vendors
Additional Funds (3 Months) (Note 15)	$10,000	$40,000	As Incurred	As Incurred	Employ-ees, vendors, utilities

Table 3: For a Large Format Restaurant (1,200 to 2,000 Square Feet					
Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is Made
	From	To			
Total (Note 16)	**$619,450**	**$792,550**			

Notes to Tables 1, 2, and 3:

The following notes are intended to be read with the three tables above.

We do not offer direct or indirect financing for any part of the initial investment. We do not guarantee your note, lease, or obligations. None of the fees payable to us or our affiliates is refundable. We cannot estimate whether and to what extent fees payable to third parties may be refunded.

1 INITIAL FRANCHISE FEE. This amount is discussed in Item 5. If you have also signed an Area Development Agreement, and you are in compliance with your obligations under the Area Development Agreement and all of your Franchise Agreements, then we will apply a credit from your development fee toward the initial franchise fee. The amount of the credit will be $30,000 for the first Juici Patties Restaurant you are required to develop and $12,000 for each additional Juici Patties Restaurant you are required to open, so long as the total amount of the credits that we extend to you does not exceed the amount that you paid us as a development fee under the Area Development Agreement.

2 LEASE/RENT. If you do not own a location for your Franchised Business, you must purchase or lease a space. You will probably need to lease a space at least three months in advance; however, you may attempt to negotiate an abatement from the landlord. Juici Patties Restaurant locations include drive-thru locations. The expenses represented in the table reflect businesses that are within the preferred target range of: (a) 600 to 800 square feet for a Small Format Restaurant; (b) 800 to 1,200 square feet for a Standard Format Restaurant; or (c) 1,200 to 2,000 square feet for a Large Format Restaurant.

The figures in the table are calculated on the following assumptions: (a) you will have to pay five months' rent (made up of three months' rent after you open and two months' rent before you open); (b) for space in the range of 600 to 2,000 sq. ft. (depending on the format of the Restaurant); (c) at approximately the following cost:

Format	Size Range	Approximate Rent (per sq. ft., per year)
Small Format Restaurant	600 to 800 sq. ft.	$30 to $37
Standard Format Restaurant	1,200 to 2,000 sq. ft.	$33 to $38
Large Format Restaurant	1,200 to 2,000 sq. ft.	$33 to $43

The rent security deposit (equal to one month's rent) is included in the estimate for Lease, Utility, and Security Deposits below.

If the site you choose is larger, has a higher rental cost, or if you have to pay for more months' rent in the pre-opening period, then your costs will be higher than those in the table.

Rental rates vary considerably from market to market, and from location to location within each market. Rents may vary beyond the range that we have provided, based on factors such as market conditions and competition in the relevant area, the type and nature of improvements needed to the premises, the size of the Franchised Business, the terms of the lease, and the desirability of the location. If you decide to purchase the property for the location of your Franchised Business, you will incur additional costs that we cannot estimate.

3. LEASE, UTILITY, AND SECURITY DEPOSITS. The figure is the estimated cost of your security deposit for your lease (which is assumed to be one month's rent) and your telephone and utility deposits.

4. PLANS AND CONSTRUCTION. We will provide you, at no charge, with prototype design and image specifications for a Juici Patties Restaurant. You must adapt, at your expense, the layout we provide, subject to our approval. You will need to construct improvements, or "build out" the premises at which you will operate the Franchised Business. Occasionally, you will take the premises in "vanilla box" condition (for ex., primed drywall ready to be painted, but without improvements). Among other things, you will need to arrange for proper wiring and plumbing, floor covering, wall covering, partitions, heat, air conditioning, lighting, painting, bathroom facilities, signage and the like. You will need to hire a licensed architect and a licensed builder. The fee to hire a licensed architect and a licensed builder is included in this estimate. Costs are likely to vary, and may be much higher, if you wish to establish your Franchised Business in an area where special requirements of any kind (for ex., historical, architectural, or preservation requirements) will apply. The estimate is based on build-out in accordance with our specifications for space in the range of 600 to 2,000 sq. ft. at approx. $104 to $150 per square foot.

5. SIGNAGE. We require franchisees to install certain interior and exterior signage at their Franchised Business. The low estimate covers the fabrication of standard signage, while the high estimate takes into consideration a larger sign fabrication, as well as the configuration of the building, zoning laws and requirements, and restrictions imposed by your landlord. All signage must be in compliance with our standards and your local building and other codes.

6. FURNITURE AND FIXTURES. These figures represent the purchase of the furniture and fixtures needed for the operation of the Franchised Business, including the cash wrap, seating, décor, and other furnishings, fixtures, and merchandising. The range of cost recognizes instances where Juici Patties Restaurant configurations differ, and different pieces, sizes or models may be recommended by our staff.

7. EQUIPMENT. We require franchisees to purchase equipment needed to operate the Franchised Business (such as ovens, microwaves, freezers, refrigerators, deer fryers, and kitchen smallwares) and many other miscellaneous items. You will need to obtain the exact equipment we specify and in some cases from the vendor we specify. The amount spent for equipment will vary for each Juici Patties Restaurant depending upon the Juici Patties Restaurant's size, style and local zoning requirements.

8. POINT-OF-SALE (POS) EQUIPMENT AND COMPUTER SYSTEM. This estimate covers the acquisition of a point-of-sale system hardware and software, back office hardware, as well as the business management, accounting, and financial reporting software that we specify. The estimates include the first month of subscription fees for the required POS and other software. The range of cost recognizes instances where Juici Patties Restaurant configurations differ, and different pieces, sizes or models may be recommended by our staff. See Item 11 for additional information.

9. BUSINESS LICENSES AND PERMITS. Local, municipal, county, and state regulations vary on what licenses and permits are required by you to operate. These fees are paid to governmental authorities before starting business.

10. PROFESSIONAL FEES. The estimate is for legal, accounting, administrative, traffic studies, demographic studies, and miscellaneous other professional fees that you may incur before you open for business, including (among other things) to assist you in reviewing the Franchise Agreement. Your actual costs may vary, for example, depending on the degree to which you rely upon your advisors, type of financing, lease negotiations, and the permitting process in your city. The hourly rates for advisors, accountants, and legal professionals will also vary.

11. INITIAL INVENTORY. Items of inventory which you are required to obtain from us or from our affiliate are paid for at standard prices and terms. All items of inventory which you obtain from sources of your own choosing are paid for directly to the supplier of those inventory items at prices agreed upon by you and the supplier. Start-up supplies and inventory of products will vary based on expected volume of business and size of storage areas in the building.

12. INSURANCE. The estimate is for the annual premium for the policies required under the Franchise Agreement. Insurance costs will vary depending upon factors such as the size and location of the Franchised Business, business income level to be insured, payroll totals for workers' compensation, flood zoning, and lease requirements. See Item 8 below.

13. TRAINING EXPENSES. The estimates assume travel, meals and lodging, for four individuals. The cost you incur will vary depending upon factors such as the distance traveled, mode of transportation, travel preferences (such as air travel or ground transportation), nature of accommodations, *per diem* expenses actually incurred, and the number of persons who will attend training. If you send more than three persons to attend training, we estimate that the additional cost, on a per person basis, will range from $15,400 to $16,900.

14. OPENING ADVERTISING. You must spend up to $10,000 for grand opening marketing and promotional programs in conjunction with the Franchised Business's initial grand opening, pursuant to a grand opening marketing plan that you develop and that we approve in writing (the "**Grand Opening Marketing Program**").

15. ADDITIONAL FUNDS. You will need capital to support on-going expenses, such as payroll and utilities, to the extent that these costs are not covered by sales revenue. New businesses often generate a negative cash flow. We estimate that the amount given will be sufficient to cover on-going expenses for the start-up phase of the business, which we calculate to be three months. This is only an estimate, however, and there is no assurance that additional working capital will not be necessary during this start-up phase or after. Our estimate is based on information provided to us by franchisees.

Your credit history could impact the amount (and cost) of funds needed during the start-up phase. If you have no credit history or a weak credit history suppliers may give you less favorable lending and payment terms, which might increase the amount of funds you will need during this period.

You will need to have staff on-hand before opening to prepare the Franchised Business for opening, training, orientation, and related purposes. We estimate that you will need approximately 200 hours of staff time to get ready for your opening. Your staffing costs will depend on the prevailing wage rates and terms of compensation in your area.

The figures in the chart and the explanatory notes are only estimates. Your actual costs may vary considerably, depending, for example, on factors such as: local economic conditions; the local market for the Franchised Business; timing of your Franchised Business opening; the prevailing wage rate;

competition; the sales level achieved during the initial period of operation; and your management and training experience, skill, and business acumen.

You should review these figures carefully with a business advisor before making any decision to purchase the franchise. You should take into account the cash outlays and probable losses that you may incur while you are trying to get established. Extensive start-up costs may be involved, depending upon your circumstances.

16. TOTAL. We relied on our and our affiliates' own experience and information when preparing these figures. While the "low amount" total represents the sum of the lowest estimated initial investment expenditures for each category in the table, and the "high amount" total represents the sum of the highest estimated initial investment expenditures for each category in the table, we expect that your overall expenditures will fall somewhere between the low amount and high amount range, as it is not common for each of a franchisee's initial investment expenditures to match the lowest expected for each category, nor the highest for each category (for example, while rent costs may be close to the estimated low amount, construction costs may be close to the estimated high amount). These are only estimates, however, and there are numerous ways in which your costs may be higher or lower depending on the choices you make in connection with the development of your Franchised Business. You should review these estimates on your own, preferably with a business advisor of your own choosing.

Table B:
YOUR ESTIMATED INITIAL INVESTMENT
DEVELOPMENT AGREEMENT

If you become a Developer, you will pay us an initial fee as described in Item 5. For each Restaurant you develop under the Development Agreement (a Development Agreement is for two or more Restaurants, as agreed), you can expect to have an initial investment as estimated above for a start-up franchise, subject to potential increases over time or other changes in circumstances. If you sign a Development Agreement, your professional fees (such as legal and financial) may be higher. The following chart shows your estimated initial investment to open three Franchised Businesses; if you sign a Development Agreement for more than three Franchised Businesses, then your investment will be proportionally higher (including, for example, additional initial franchise fees, which are $30,000 for an initial Franchised Business and $12,000 for any additional Franchised Businesses, as described in Item 5 above). A developer must commit to developing at least two Restaurants.

Table B: Development Agreement					
Type of Expenditure	**Amount**		**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
	From	To			
Initial Investment – Restaurant #1	$537,450	$692,350	Varies	Varies	Varies
Initial Investment – Restaurant #2	$519,450	$674,350	Varies	Varies	Varies
Initial Investment – Restaurant #3	$519,450	$674,350	Varies	Varies	Varies
Total	**1,576,350**	**2,041,050**			

1. Please refer to Table A, above, for the Estimated Initial Investment for expenses associated with opening a single Restaurant under a Franchise Agreement signed under a Development Agreement.

Item 8 Restrictions on Sources of Products and Services

General

To insure that the highest degree of quality and service is maintained, you must operate the Franchised Business in strict conformity with the methods, standards, and specifications as we may periodically prescribe in the Brand Standards Manual or otherwise in writing.

At all times during the term of the Franchise Agreement, you must:

- sell or offer for sale only those Products and services, using the equipment and other items, that we have approved in writing for you to offer and use at your Franchised Business;
- sell or offer for sale all those Products and services, using the equipment and other items, and employing the techniques that we specify in writing;
- not deviate from our standards and specifications by using or offering any non-conforming items without our specific prior written consent;
- stop using and offering for use any Products or services that we at any time disapprove in writing (recognizing that we have the right to do so at any time).

If you deviate (or propose to deviate) from our standards and specifications, whether or not we have approved, the deviation will become our exclusive property.

You must buy all Products, equipment, ingredients, supplies, materials, and other products used or offered for sale at the Franchised Business only from suppliers (including manufacturers, distributors, and other sources) that we have approved in writing. When considering whether to approve any particular possible supplier, we will consider (among others) the following factors: whether the supplier can show, to our satisfaction, the ability to meet our then-current standards and specifications; whether the supplier has adequate quality controls and capacity to supply the System's needs promptly and reliably; and whether the supplier's approval would enable the System, in our sole opinion, to take advantage of marketplace efficiencies. You may not buy items from any supplier that we have not yet approved in writing, and you must stop buying items from any supplier who we approve, but later disapprove. We have the right to designate only one supplier for certain items used at the Franchised Business in order to take advantage of marketplace efficiencies.

If you want to buy any supplies, or any other items from an unapproved supplier, you first must submit to us a written request asking for our approval to do so. You may not purchase from any proposed new supplier until we have reviewed and, if we think it is appropriate, approved in writing the proposed new supplier. We will make our criteria for reviewing and approving proposed vendors available to you upon request. Among other things, we will have the right to require that our representatives be permitted to inspect the proposed new supplier's facilities, and that samples from that supplier be delivered either to us or to an independent laboratory that we designate for testing. Either you or the proposed new supplier must pay us a charge, typically within the range of $250 to $5,000 depending on the nature of the product or service to be evaluated, subject to the circumstances (which will not exceed the cost of the inspection and the actual cost of the tests). We also may require that the proposed new supplier comply with certain other requirements that we may deem appropriate, including for example payment of continuing inspection fees and administrative costs, or other payment to us by the supplier on account of their dealings with you or other franchisees, for use, without restriction (unless otherwise instructed by the supplier) and for services that we may render to our suppliers. We reserve the right, at our option, to periodically re-inspect the facilities and products of any approved supplier and to revoke our approval if the supplier does not continue to meet any of our then-current criteria.

Although the Franchise Agreement does not require that we notify you of our approval or disapproval of a supplier within a specified time, we estimate that we will usually be able to notify you of approval or disapproval within seven business days after receipt of your written request. This is only an estimate and the actual approval time may be shorter or longer than thirty days. Similarly, we estimate that the charge associated with our approval of a typical proposed supplier will range from $500 to $5,000.

The Franchise Agreement also provides that you may not use any item bearing our trademarks without our prior written approval as to those items.

We have the right, but not the obligation, to periodically introduce proprietary items and if we do so, you must buy all such proprietary items only from us or from our designees (and possibly through one or more distributors that we designate in writing).

We estimate that your product purchases from approved suppliers and according to our specifications will represent approximately 80% to 90% of your total product purchases in establishing the Franchised Business, and approximately 50% in the continuing operation of the Franchised Business. We also estimate that your product purchases from designated suppliers will represent approximately 35% of your total product purchases in establishing the Franchised Business, and approximately 20% of your total product purchases in the continuing operation of the Franchised Business. This estimate does not account for service purchases, such as insurance, pest control, equipment maintenance, landscaping, and the like.

During our last fiscal year, we did not have any franchisees, so we did not receive any revenues from required franchisee purchases or leases.

You must allow us or our agents, at any reasonable time, to inspect the Franchised Business and to remove samples of items or products, without payment, in amounts reasonably necessary for inspection or testing by us or a third party to determine whether those samples meet our then-current standards and specifications. We may require you to bear the cost of that testing if we did not previously approve in writing the supplier of the item or if the sample that we take from your Franchised Business fails to conform to our specifications.

We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products or services to some or all of the Juici Patties Restaurants in our System. If we do establish those types of alliances or programs, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products and services, and we may refuse to approve proposals from franchisees to add new suppliers if we believe that action would be in the best interests of the System or the licensed network of Juici Patties Restaurants.

We have the right to collect and retain all manufacturing allowances, marketing allowances, rebates, credits, monies, payments or benefits (collectively, "**Allowances**") offered by suppliers to you or to us (or our affiliates) based upon your purchases of Products, equipment, and other goods and services. These Allowances include those based on System-wide purchases of Products, equipment and other items. During our last fiscal year, we did not have any franchises in the U.S., and therefore we did not collect Allowances. However, in the next fiscal year we anticipate that we will receive Allowances in the amount of 2% to 15% based on your purchases of Products, equipment, and other goods and services.

Except as described in this Item 8, we do not provide any material benefits to you based on your use of designated or approved suppliers.

None of our officers own an interest in any companies that are vendors or suppliers to Juici Patties Restaurant franchises.

Computer System

You must buy (or lease) and maintain a computer system. More detailed information concerning the computer system can be found in Item 11 of this disclosure document under the heading "Electronic Point–Of–Sale and Computer Systems." In general terms, you will be required to obtain a computer system that will consist of certain hardware and software items and peripheral devices (such as printers). Among other things, you will be required to meet our requirements concerning: **(a)** back office and point of sale systems, data, audio, video (including managed video security surveillance), telephone, voice messaging, retrieval, and transmission systems for use at "Juici Patties" Restaurants, between or among "Juici Patties" Restaurants, and between and among the Franchised Business, and you, and us; **(b)** POS Systems (defined in Section 14.6 below); **(c)** physical, electronic, and other security systems and measures; **(d)** printers and other peripheral devices; **(e)** archival back-up systems; **(f)** internet access mode (e.g., form of telecommunications connection) and speed; **(g)** technology used to enhance and evaluate the customer experience; **(h)** front-of-the-house WiFi and other connectivity service for customers; **(i)** in-Restaurant music systems under Section 8.4.7 above; **(j)** age verification technology that may be required under Section 8.4.8 above; **(k)** supply-chain management software and hardware programs; and **(l)** consumer-marketing oriented technology (including Customer Apps, affinity and rewards hardware and software, facial and other customer-recognition technology, and approved social media/networking sites)

Insurance

Under the Franchise Agreement, you must obtain and maintain at least the following insurance:

- Property insurance with special form coverage on all assets including but not limited to furniture, fixtures, equipment, inventory and supplies used in the operation of your Restaurant. Limits must be at 100% of the replacement cost of all business personal property. This policy must also include Business Income and Extra Expense coverage for not less than 50% of your Gross Sales or twelve (12) months Actual Loss Sustained basis;

- Workers' Compensation insurance that complies with the statutory requirements of the state in which your franchised business is located and Employer's Liability with limits not less than $1,000,000;

- Comprehensive General Liability insurance with aggregate limits of not less than $2,000,000 aggregate, $1,000,000 per occurrence, $1,000,000 Product/Completed Operations, $1,000,000 Personal Injury & Advertising Injury and $1,000,000 for claims of bodily injury and property damage;

- Employment Practices Liability of not less than $500,000 aggregate limit for employment related claims including third party liability for harassment and discrimination claims from non-employees. This policy must also include Wage & Hour Defense coverage of not less than $100,000 if commercially available and we must be named as co-defendant;

- Automobile Liability of not less than $1,000,000 combined single limit for all owned, non-owned and hired vehicles used in the operation of the Restaurant;
- Cyber Liability of not less than $500,000 to cover any claims related to but not limited to, cyber breaches and expenses including identity theft, ransomware, social engineering, notification costs and PCI fines and penalties;
- Food Contamination Business Income of not less than $500,000 for claims of actual or alleged food/drink contamination anywhere in the brand;
- Umbrella Liability of not less than $1,000,000 to be excess of general liability, automobile liability and employer's liability; and
- any other insurance coverage that is required by federal, state, or municipal law.

Each insurance policy required under the Franchise Agreement must be primary and noncontributory and must be issued by an issuer we approve, who must have a rating of at least "A-VII" in the most recent Key Rating Guide published by the A.M. Best Company (or another rating that we reasonably designate if A.M. Best Company no longer publishes the Key Rating Guide) and must be licensed to do business in the state in which the Franchised Business is located. All liability and property damage policies must name us as additional insureds and must provide that each policy cannot be cancelled unless we are given thirty days' prior written notice. We may periodically increase required coverage limits or require additional or different coverage to reflect inflation, identification of new risks, changes in the law or standards of liability, higher damage awards and other relevant changes in circumstances. You must deliver to us (and in the future maintain on file with us) valid and current certificates of insurance showing that all required insurance is in full force and effect.

Except as specified here, you are not required to purchase any other goods or services in accordance with our specifications or from approved suppliers.

Item 9 Franchisee's Obligations

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

	Obligation	Section in Franchise Agreement or Development Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	§§ 1.2, 5 of Franchise Agreement; Exhibit A of Area Development Agreement	8 and 11
b.	Pre-opening purchases/ leases	§§ 5, 6, 7, and 14 of Franchise Agreement	5, 7, and 8
c.	Site development and other pre-opening requirements	§§ 3.2, 5.2, 5.4, and 5.7 of Franchise Agreement; § 9 of Area Development Agreement	8 and 11
d.	Initial and ongoing training	§§ 3.1 and 6 of Franchise Agreement	11

	Obligation	Section in Franchise Agreement or Development Agreement	Disclosure Document Item
e.	Opening	§§ 3.3, 3.7, 5.1, 5.4, 5.7 and 8.2 of Franchise Agreement	11
f.	Fees	§§ 2.2.6, 4 and 16.5.9; § 4 of Area Development Agreement	5 and 6
g.	Compliance with standards and policies / Operating Manual	§§ 1.5, 3.4, 5, 7, 8.1, and 10 of Franchise Agreement	1, 8, 11, and 14
h.	Trademarks and proprietary information	§§ 1.1 and 9 of Franchise Agreement § 8 of Area Development Agreement	13 and 14
i.	Restrictions on products / services offered	§§ 1.5 and 7 of Franchise Agreement	5, 8, and 16
j.	Warranty and customer service requirements	§ 8.7 of Franchise Agreement	Not applicable
k.	Territorial development	§ 1.3 of Franchise Agreement; § 2 and Exhibit A of Area Development Agreement	12
l.	Ongoing product / service purchases	§ 7 of Franchise Agreement	8
m.	Maintenance, appearance and remodeling requirements	§§ 5 and 8.6 of Franchise Agreement	8
n.	Insurance	§15 of Franchise Agreement; § 10.1 of Area Development Agreement	7 and 8
o.	Marketing	§§ 3.5, 3.6 and 13 of Franchise Agreement	6 and 11
p.	Indemnification	§ 21 and Ex. C of Franchise Agreement; §§ 10.7 and 14 of Area Development Agreement	Not applicable
q.	Owner's participation / management / staffing	§ 8.7 of Franchise Agreement	15
r.	Records/reports	§§ 4.2, 12 and 15.7 of Franchise Agreement	6
s.	Inspection / audits	§§ 3.7, 8.11 and 12 of Franchise Agreement	6 and 11

	Obligation	Section in Franchise Agreement or Development Agreement	Disclosure Document Item
t.	Transfer	§§8.10, 16 and 19.5 of Franchise Agreement; §§ 10.2 and 11 of Area Development Agreement	17
u.	Renewal	§ 2.2 of Franchise Agreement	17
v.	Post-termination obligations	§§ 11.1.1, 12.1.2, 18, 19.3 and 19.5 of Franchise Agreement; § 10.4 of Area Development Agreement	17
w.	Non-competition covenants	§ 19 of Franchise Agreement; § 10.5 of Area Development Agreement	17
x.	Dispute resolution	§ 27 of Franchise Agreement; §§ 10.12 and 12 of Area Development Agreement	17
y.	Taxes/permits	§§ 5.4, 8.8 and 20 of Franchise Agreement; § 10.6 of Area Development Agreement	1
z.	Other: Personal Guarantee	Ex. B of Franchise Agreement	15

Item 10 Financing

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

Item 11 Franchisor's Assistance, Advertising, Computer Systems, and Training

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

Before you open your Franchised Business:

(1) Before the Franchised Business opens, we will provide to you, and to your Specially Trained Management Personnel (defined below), the training programs that we designate. Our training programs will be conducted in the English language. We will be responsible for the cost of instruction and materials. *(Franchise Agreement, Sections 3.1 and 6.1)*

(2) We will make available, at no charge to you, a standard layout plan for the construction of a Juici Patties Restaurant and for the exterior and interior design and layout, fixtures, furnishings, equipment, and signs. We will also provide site selection and lease review assistance. *(Franchise Agreement, Sections 3.2 and 5.6.1)*

(3) We will provide you with a written list of equipment and suppliers of such materials that are needed to open the Franchised Business. We will also provide you with a list of suggested opening inventory. *(Franchise Agreement, Section 3.3)*

(4) We will evaluate the Franchised Business before it first opens for business. You may not start operation of your Franchised Business until receiving our approval to do so. *(Franchise Agreement, Section 3.7)*

(5) We will provide a representative to be present at the opening of the Franchised Business. We will provide such additional on-site pre-opening and opening supervision and assistance that we think is advisable, and as may be described in the Brand Standards Manual. *(Franchise Agreement, Section 3.3)*

(6) We will lend to you one copy of (or provide you with access to) the Brand Standards Manual during the term of the Franchise Agreement. We can provide the Brand Standards Manual to you in any format we choose (which may include paper, physical media such as a CD, or online). *(Franchise Agreement, Section 3.4)*

(7) We will assist you in developing and conducting the Grand Opening Marketing Program (which is more fully described in Items 6 and below in this Item 11 of this disclosure document); you will be responsible for the cost of this program. *(Franchise Agreement, Section 3.5)*

We are not required by the Franchise Agreement to furnish any other service or assistance to you before the opening of your Franchised Business.

Continuing Obligations

We are required by the Franchise Agreement to provide certain assistance and service to you during the operation of your Franchised Business:

(1) We will provide you periodic assistance in the marketing, management, and operation of the Franchised Business at the times and in the manner that we determine. We will periodically offer you the services of certain of our representatives, such as an operations manager, and these representatives will periodically visit your Franchised Business and offer advice regarding your operations. *(Franchise Agreement, Section 3.8)*

(2) We will provide ongoing training that we periodically deem appropriate, at such places and times that we deem proper. *(Franchise Agreement, Section 6.1)*

(3) We will administer the Marketing Fund as stated in the Franchise Agreement and as described below in this Item 11. *(Franchise Agreement, Section 3.6)*

Neither the Franchise Agreement, nor any other agreement, requires us to provide any other assistance or services to you during the operation of the Franchised Business.

Site Selection

When you enter into the Franchise Agreement, if you do not have an Accepted Location for the Franchised Business, you must sign a site selection addendum attached to the Franchise Agreement as Exhibit H (the "**Site Selection Addendum**"). Under the terms of the Site Selection Addendum, you will have 90 days within which to lease, sublease or acquire a site for the Franchised Business, subject to our approval according to our site selection guidelines.

Under the Site Selection Addendum, we will grant you an area within which you may search for an Accepted Location (the "**Site Selection Area**"). The Site Selection Area is granted only for the purpose of selecting an Accepted Location for the Franchised Business. We will not establish, nor license another to establish, a Juici Patties Restaurant operating under the System within the Site Selection Area until we approve of an Accepted Location for the Franchised Business, or until the search period in the Site Selection Addendum expires, whichever happens first. We will also furnish site selection guidelines to you, including our minimum standards for a location for the Franchised Business, and such site selection counseling and assistance as we may deem advisable. We will perform any on-site evaluation as we may deem advisable in response to your requests for site approval. We do not generally own the premises of an Accepted Location for a Franchised Business and therefore do not lease directly to franchisees.

You must submit to us, in the form we specify, a copy of the site plan and such other materials or information that we may require, together with an option contract, letter of intent, or other evidence satisfactory to us which confirms your favorable prospects for obtaining the site. We will have 30 days following receipt of this information and materials from you to approve or disapprove the proposed site for the Accepted Location of the Franchised Business. If we do not approve a proposed site by written notice to you within this 30-day period, the site will be deemed disapproved.

When reviewing a proposed site for a Juici Patties Restaurant, we examine factors such as: general location and neighborhood; demographics; size and ease of access to the proposed site; location of the site in relation to other businesses; availability of utilities; the proposed lease or sublease; ingress and egress; utilities; and zoning issues. We will make our site-selection criteria available to you upon request.

We estimate that the time period between beginning to find a site for the Accepted Location and the start of operations at the Franchised Business will be approximately six to nine months. Factors that may affect this time period include your ability to locate a site, negotiate a lease, secure financing, obtain necessary permits and licenses, construct or build-out facilities for the Franchised Business, weather conditions, construction delays, and obtain furniture, fixtures, equipment and supplies. You may have obtained an Accepted Location and a lease for the Accepted Location before entering into the Franchise Agreement; if not, then you must enter into the Site Selection Addendum. If you do not have your Franchised Business open and in operation within nine months after signing the Franchise Agreement, that will constitute a default under the Franchise Agreement and we will have the right to terminate the Franchise Agreement.

Once authorized, the site for the Franchised Business will be the “Accepted Location.” Before the end of the term of the Site Selection Addendum, you must execute a lease which must be coterminous with the Franchise Agreement, or a binding agreement to purchase the site. Our approval of any lease is conditioned upon inclusion in the lease of the “Lease Rider,” attached to the Franchise Agreement as Exhibit I. We are not responsible for review of the lease for any terms other than those contained in the Lease Rider.

We estimate that the time period between beginning to find a site for the Accepted Location and the start of operations at the Franchised Business will be approximately 9 months. Factors which may affect this time period include your ability to locate a site, negotiate a lease, secure financing, obtain necessary permits and licenses, construct or build-out facilities for the Franchised Business, weather conditions, construction delays, and obtain furniture, fixtures, equipment and supplies. You may have obtained an Accepted Location and a lease for the Accepted Location before entering into the Franchise Agreement; if not, then you must enter into the Site Selection Addendum.

If you have signed an Area Development Agreement, we estimate that the time from execution of the Area Development Agreement to the opening of your first Juici Patties Restaurant under the Development Schedule (and under a separate Franchise Agreement) will be approximately 9 months.

We will approve sites for additional Juici Patties Restaurants under an Area Development Agreement using our then-current site criteria.

Training

If you are an entity, you must have an individual owner serve as your "**Operating Owner**." The Operating Owner must supervise the operation of the Franchised Business and must own at least five percent of the voting and ownership interests in the franchisee entity, unless you obtain our prior written approval for the Operating Owner to hold a smaller interest. You must inform us in writing whether the Operating Owner will assume full-time responsibility for the daily supervision and operation of the Franchised Business. If not, then you must employ a full-time Operating Manager (a "**Operating Manager**") who will assume responsibility for the daily operation of the Franchised Business. You must at all times employ at least one general manager and at least one assistant manager in the Franchised Business throughout the term of the Franchise Agreement. The Operating Owner and your Operating Manager must attend and successfully complete, to our satisfaction, the owners' training program that we offer at our headquarters or another location that we specify. The Operating Manager and your initial general manager and your initial assistant manager must attend and successfully complete, to our satisfaction, the brand management training program that we offer at our headquarters or another location that we specify. (Your Operating Manager will train your subsequently-hired general managers and assistant managers.)

The Operating Owner, the Operating Manager, your initial general manager, your initial assistant manager, and any other individuals who have successfully completed our initial and ongoing training requirements and possess the qualifications necessary to the management and/or service roles that each such person will perform in operating the Franchised Business are referred to as "**Specially Trained Management Personnel**."

You may send up to four individuals (including the Specially Trained Management Personnel) to the initial training program. If you ask to send more than four individuals to the initial training program, and for each replacement training for a Specially Trained Management Personnel, you must pay us a discounted training fee in the amount of $3,500 for each individual to be trained, with payment to be made in full before training starts. Training must be completed 30 days before the Franchised Business opens.

If for any reason your Operating Owner or your Operating Manager stop actively working (as manager or otherwise) at the Franchised Business, or if we revoke the certification of your Operating Owner or your Operating Manager to serve in that capacity, then you must enroll a qualified replacement (who must be reasonably acceptable to us to serve in that capacity) in our initial training program within 30 days after the former individual ended his/her full time employment and/or management responsibilities. The replacement must attend and successfully complete the basic management training program, to our reasonable satisfaction, as soon as it is practical to do so.

Your Specially Trained Management Personnel may also be required to attend refresher courses, seminars, and other training programs that we may periodically specify.

We will bear the cost of all training (instruction and required materials) (except for additional and replacement training). You will bear all other expenses incurred in attending training, such as the costs of transportation, lodging, meals, wages, and worker's compensation insurance (see Items 6 and 7 of this disclosure document).

The subjects covered in the initial training program are described below.

Subject	# Hours Of Class-Room Training	# Hours Of On-The-Job Training	Location
History of Juici Patties	0.5 Hours	0 Hours	Miami, FL or other location we choose
Use of the Manual	0.5 Hours	0 Hours	
Tour of Juici Patties	0.5 Hours	0 Hours	
Pre-Opening Procedures	0.5 Hours	0 Hours	
Personnel Issues	0.5 Hours	1 Hours	
Advertising	0.5 Hours	2 Hours	
Management Procedures	0.5 Hours	16 Hours	
Franchise Reporting Requirements	0.5 Hours	1 Hours	
Accounting/Record keeping	0.5 Hours	8 Hours	
Customer Service Procedures	0.5 Hours	16 Hours	
Front/Back of House – Manager Duties	0.5 Hours	30 Hours	
Back of House – Prep/Cook Procedures	0.5 Hours	60 Hours	
Inventory Management	0.5 Hours	4 Hours	
POS System	0.5 Hours	10 Hours	
Cleaning Procedures	0.5 Hours	8 Hours	
Safety Procedures	0.5 Hours	4 Hours	
TOTAL	**8 Hours**	**160 Hours**	

Training will be conducted over a 28-day period at a location that we designate (typically, our headquarters in Miami or possibly in Jamaica). Training is conducted as frequently as we determine it necessary in order to hold a training class.

Joan Thompson, who serves as our Training Manager, is responsible for supervising the initial training program. Ms. Thompson has over 18 years of experience with our affiliate JBL and with overseeing the operation of Juici Patties Restaurants.

The instructional materials for our training programs include the Brand Standards Manual, lecture, discussions, and practice.

Marketing

For each week during the term of the Franchise Agreement, you will be required to make a contribution of 4% of the Gross Sales of the Franchised Business to be allocated in the manner described below (the "**Marketing Contribution**"). You must pay one-quarter of the Marketing Contribution (that is, 1% of your Gross Sales) to the Marketing Fund, and you must spend the other three-quarters of the Marketing Contribution on local marketing, which we may allocate between: (a) any Regional Fund (but we are not required to establish a Regional Fund for your area); and (b) funds that you will spend on local marketing and promotion. We have the right to periodically make changes to the allocation of the Marketing Contribution among those funds and/or local marketing and promotion, by giving you written notice of the change, and those changes will take effect at the end of that month.

You must make your Marketing Contribution by electronic funds transfer using the Automated Clearing House (ACH) Network each month in the same manner and time as the royalty fee based on your Gross Sales in the previous month. Each Company-owned Juici Patties Restaurant may, at its discretion, make contributions to the Marketing Fund at the same rate as our licensed Juici Patties Restaurants.

You must also conduct a Grand Opening Marketing Program when your Franchised Business opens, as described below.

We have not yet established any Regional Funds. We do not have an advertising council composed of franchisees.

None of the amounts that we collect or hold in connection with the Marketing Fund or a Regional Fund will be used for marketing that is principally a solicitation for the sale of franchises. We do not receive payment for providing goods or services to the Marketing Fund. An accounting of the Marketing Fund's operations, as shown on our books, will be prepared annually, and that accounting will be made available to you upon request. The Marketing Fund is not yet established and will not be audited. As described below, we are not required to spend any particular amount on marketing in the area where your Franchised Business is located. As also described below, if amounts are unspent in the Marketing Fund at fiscal year-end, those amounts are carried over by the Marketing Fund for expenditure in the following year.

<u>The Marketing Fund</u>

We will have sole discretion over how the Marketing Fund creates, places, and pays for national marketing. We (or our designee, which might be a corporate subsidiary or a marketing agency) will maintain and administer the Marketing Fund, as follows:

(a) We or our designee will direct all marketing programs, with sole discretion over the concepts, materials, and media used in these programs and the placement and allocation of the programs. The Marketing Fund is intended to maximize general public recognition (building the Juici Patties brand), acceptance, and use of the System. Neither we nor our designee are obligated to make expenditures for you that are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Marketing Fund.

(b) The Marketing Fund, all contributions, and any earnings, will be used exclusively to meet the costs of marketing and any other activities that we believe will enhance the System's image and, in our sole discretion, promote general public awareness of and favorable support for the System.

(c) You must make any contributions to the Marketing Fund and to any Regional Fund by electronic funds transfer using the Automated Clearing House (ACH) Network. All sums you pay to the Marketing Fund will be maintained in an account separate from our other monies and will not be used to defray any of our expenses, except for the reasonable costs and overhead, if any, as we may incur in activities reasonably related to the direction and implementation of the Marketing Fund and marketing programs for you and the System (for example, costs of personnel for creating and implementing, advertising, merchandising, promotional and marketing programs). The Marketing Fund and its earnings will not otherwise inure to our benefit or be used to solicit the sale of franchises. We or our designee will maintain separate bookkeeping accounts for the Marketing Fund.

(d) The Marketing Fund is not and will not be our asset.

(e) Although the Marketing Fund is intended to be of perpetual duration, we maintain the right to terminate the Marketing Fund. The Marketing Fund will not be terminated, however, until all monies in the Marketing Fund have been expended for marketing purposes.

We are in our first year of operation, and have not yet formed the Marketing Fund, so there are no prior years to report upon with respect to the Fund's expenditures.

Regional Funds

We currently do not have any Regional Funds, however, we will have the right, as we see fit, to establish a Regional Fund for your region. The purpose of a Regional Fund is to conduct marketing campaigns for the Juici Patties Restaurants located in that region.

If a Regional Fund for your area was established before you began to operate your Franchised Business, then when you open your Franchised Business, you must immediately join that Regional Fund. If a Regional Fund for your area is established after you begin to operate your Franchised Business, then you will have thirty days to join the new Regional Fund. You will not be required to be a member of more than one Regional Fund. The following provisions will apply to each Regional Fund (if and when established):

(a) Regional Funds will be established, organized, and governed in the form and manner that we have approved in advance. The activities carried on by each Regional Fund shall be decided by a majority vote of its members (unless we specify otherwise in writing). Any Juici Patties Restaurants that we operate in the region will have the same voting rights as Juici Patties Restaurants owned by franchisees. The franchisee of each Juici Patties Restaurant participating in a Regional Fund is entitled to cast one vote for each Juici Patties Restaurant owned.

(b) Regional Funds will be organized for the exclusive purpose of administering regional marketing programs and developing (subject to our approval) standardized marketing materials for use by the members in regional marketing.

(c) Regional Funds may not use marketing, advertising, promotional plans, or materials without our prior written approval, as described below.

(d) You must submit your Regional Contribution to the Regional Fund by electronic funds transfer using the Automated Clearing House (ACH) Network by the tenth calendar day of each month based on your Gross Sales in the previous month. At the same time, you will have to submit the reports that we or the Regional Fund require. We may require that your Regional Contribution and reports to the Regional Fund be made to us for distribution to the Regional Fund.

(e) Although, if established, a Regional Fund is intended to be of perpetual duration, we maintain the right to terminate any Regional Fund. A Regional Fund will not be terminated, however, until all monies in that Regional Fund have been expended for marketing purposes.

Local Marketing

Certain criteria will apply to the local marketing that you conduct. All of your local marketing must be dignified, must conform to our standards and requirements, and must be conducted in the media, type, and format that we have approved. You may not use any marketing, advertising, or promotional plans that we have not approved in writing. You must submit to us samples of all proposed plans and materials (unless, within the previous six months, we prepared or already approved the plans or materials). If you email us with your request for approval, along with all needed information, we will ordinarily provide you with our response (whether approval or disapproval) to the proposed plans or materials within three business days; but if we do not give our approval within 14 days, then we will be deemed to have disapproved the plans or materials.

All copyrights in and to marketing, advertising and promotional materials you develop (or that are developed for you) will become our sole property. You must sign the documents (and, if necessary, require your independent contractors to sign the documents) that we deem reasonably necessary to implement this provision. (The requirements in this paragraph, as well as in the previous paragraph, also apply to any Regional Funds.)

In addition to (and not in place of) the Marketing Contribution, you must spend up to $10,000 on the Grand Opening Marketing Program. You must start to implement your Grand Opening Marketing Program 15 days before you are scheduled to open the Franchised Business (and you must complete the program no later than 3 days after you open your Franchised Business). All materials used in the Grand Opening Marketing Program will be subject to our prior written approval, as described above. The Grand Opening Marketing Program is considered “local marketing” and is therefore subject to the restrictions described below. We will work with you to tailor your Grand Opening Marketing Program to your market. We may, in our discretion, require you to pay us up to $10,000 before the opening of your Restaurant, which we will use to implement the Grand Opening Marketing Program on your behalf.

We will periodically make available to you, for purchase, certain marketing materials for your use in local advertising and promotion.

As used in the Franchise Agreement, the term “**local marketing**” refers to only the direct costs of purchasing and producing marketing materials (such as camera-ready advertising and point of sale materials), media (space or time), promotion, and your direct out-of-pocket expenses related to costs of marketing in your local market or area. Local marketing and promotion also includes associated advertising agency fees and expenses, postage, shipping, telephone, and photocopying costs. “Marketing” does not, however, include any of the following: (a) salaries, incentives or discounts offered to your employees, and your employees expenses; (b) charitable, political, or other contributions or donations; and (c) the value of discounts given to consumers.

Digital Sites (as defined below) are considered “marketing” under the Franchise Agreement, and are subject (among other things) to our review and prior written approval before they may be used.

Electronic Point-Of-Sale and Computer Systems

We require our franchisees to purchase a computer system. You must meet our requirements concerning the Computer System, including: (a) back office and point of sale systems, data, audio, video (including managed video security surveillance), telephone, voice messaging, retrieval, and transmission systems for use at Juici Patties Restaurants, between or among Juici Patties Restaurants, and between and among the Franchised Business, and you, and us; (b) POS systems; (c) physical, electronic, and other security systems and measures; (d) printers and other peripheral devices (such as digital menu boards); (e) archival back-up systems; (f) internet access mode (such as the telecommunications connection) and speed; (g) technology used to enhance and evaluate the customer experience; (h) front-of-the-house WiFi and other internet service for customers; (i) in-Restaurant music systems; (j) age verification technology; (k) and supply-chain management software and hardware programs (collectively, all of the above are referred to as the “**Computer System**”).

The Juici Patties Point of Sale (POS) system consists of a PC-based hardware platform (including PC processor and peripheral hardware devices such as touch screens, printers, bar code readers, card readers, cash drawers, battery back-up, etc.) combined with POS software. You must be able to maintain a continuous cabled (not wireless) connection to the internet to send and receive POS data to us. Wireless connections to the internet are not authorized or supported for the POS system. You must establish merchant accounts and internet-based credit card and gift card authorization accounts that we designate for use with online card authorizations.

We have the right to develop or have developed for us, or to designate: (a) computer software programs and accounting system software that you must use in connection with the Computer System ("**Required Software**"), which you must install; (b) updates, supplements, modifications, or enhancements to the Required Software, which you must install; (c) the tangible media upon which you must record data; and (d) the database file structure of your Computer System.

We rely on suppliers to provide support for the hardware and software and we may require that you enter into service contracts directly with the hardware and software suppliers and pay the suppliers directly for this support.

We estimate that the cost of leasing and purchasing the Computer System and Required Software will typically range from $2,000 to $4,000, depending on the format of your Juici Patties Restaurant.

Your estimated annual cost of Computer System maintenance, support, and upgrades is $7,800, which will primarily come from third party vendors. Neither we nor any of our affiliates have an obligation to provide ongoing maintenance, repairs, upgrades, or updates to your computer hardware or software.

You must be able to access information that is available on the Internet, and be able to send and receive email. We may periodically require you to upgrade and update the hardware and software used in connection with the Computer System. There are no contractual limitations on the frequency and cost of these upgrades and updates. We reserve the right to approve your email address or require you to use only an e-mail address that we provide for your Franchised Business' business e-mails. There are no contractual limitations on our right to access your computer systems.

You must afford us unimpeded access to your Computer System in the manner, form, and at the times we may request. We will have the independent right at any time to retrieve and use this data and information from your Computer System in any manner we deem necessary or desirable.

We have the right to require you to use one or more designated telephone vendors. If we so require, you must use our designated telephone vendors for the phone service to your Franchised Business. We may designate, and own, the telephone numbers for your Franchised Business.

We reserve the right to require you to pay an ongoing monthly "**Technology Development Fee**" for access to, and in consideration of our development and delivery of, the Computer System.

Digital Sites

Unless we have otherwise approved in writing, you agree to neither establish nor permit any other party to establish a Digital Site relating in any manner whatsoever to your Franchised Business or referring to the Proprietary Marks. We will have the right, but not the obligation, to provide one or more references or webpage(s), as we may periodically designate, within our Digital Site. The term "**Digital Site**" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including, but not limited to, the Internet, World Wide Web, webpages, microsites, social networking sites (e.g., Facebook, Twitter, LinkedIn, You Tube, Pinterest, Instagram, etc.), blogs, vlogs, applications to be installed on mobile devices (for example, iOS or Android apps), and other applications, etc. However, if we approve a separate Digital Site for you (which we are not obligated to do), then each of the following provisions will apply: (1) you may neither establish nor use any Digital Site without our prior written approval; (2) before establishing any Digital

Site, you must submit to us, for our prior written approval, a sample of the proposed Digital Site, including its domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including meta tags), in the form and manner we may require; (3) you must not use or modify an Digital Site without our prior written approval; (4) you must comply with the standards and specifications for Digital Sites that we may periodically prescribe in the Brand Standards Manuals or otherwise in writing; (5) if we require, you must establish hyperlinks to our Digital Site and other Digital Sites; and (6) we may require you to make us the sole administrator (or co-administrator) of any social networking pages that you maintain or that are maintained on your behalf. You also agree not to implement, use, or otherwise engage with AI Sources without our prior written consent. The term "**AI Source**" means any resource, online or otherwise, that is for the purpose of gathering, implementing, or otherwise using information from you using artificial intelligence technology, including ChatGPT and other sources.

Data

All of the data that you collect, create, provide, or otherwise develop is and will be owned exclusively by us, and we will have the right to access, download, and use that data in any manner that we deem appropriate without compensation to you. All other data that you create or collect in connection with the System, and in connection with operating the Franchised Business (including customer and transaction data), is and will be owned exclusively by us during the term of, and after termination or expiration of, the Franchise Agreement. You will have to transfer to us all data (in the digital machine-readable format that we specify, including printed copies and originals) promptly upon our request, whether during the term of the Franchise Agreement, upon termination or expiration of this Agreement, or any transfer.

You must comply with all laws pertaining to the privacy of consumer, employee, and transactional information ("**Privacy Laws**"). You must also comply with our standards and policies concerning the privacy of consumer, employee, and transactional information.

Brand Standards Manuals

The table of contents of the Brand Standards Manual is attached as Exhibit H. The total number of pages in the Brand Standards Manual is 328 pages.

Item 12 Territory

Franchise Agreement

Under the Franchise Agreement, the parties will agree upon a specific location at which your Restaurant will operate. During the term of the Franchise Agreement, and except as provided otherwise in that agreement, we will not establish or license anyone else to establish, another Juici Patties Restaurant at any location within the "**Protected Territory**" that is designated in your Franchise Agreement. The Protected Territory is typically a specific radius from your Restaurant, which will be specified in Exhibit A of your Franchise Agreement. In suburban and urban areas with a residential population of fewer than one million persons, the Protected Territory will typically be a circle with a radius of one mile from the front door of the Restaurant. In urban areas with a residential population of one million or more, the Protected Territory will likely be a smaller radius. Ultimately, your actual Protected Territory may be defined differently, depending on your desired location's characteristics. We (and our affiliates) retain all rights not specifically granted to you. We will have the right (among other things), on any terms and conditions that we deem advisable, and without granting you any rights, to do any or all of the following:

- to establish, and license others to establish, Juici Patties Restaurants anywhere outside the Protected Territory;
- to establish, and franchise others to establish, Juici Patties Restaurants anywhere outside the Protected Territory;
- to establish, and license others to establish, businesses that do not operate under the System and that do not use the Proprietary Marks licensed under this Agreement, even if those businesses also offer or sell products and services that are the same as or similar to those offered from the Franchised Business, no matter where those businesses are located;
- to establish, and license others to establish, Juici Patties Restaurants at any Non-Traditional Facility or Captive Market Location (defined below) inside or outside the Protected Territory;
- to acquire (or be acquired) and then operate any business of any kind, anywhere (but not to be operated as a Juici Patties Restaurant inside the Protected Territory);
- to market and sell our Products and Services, other than from a Juici Patties Restaurant, anywhere (but not from a Juici Patties Restaurant operating inside the Protected Territory); and
- to sell Products and Services using the Proprietary Marks or otherwise, through any method other that is not a Juici Patties Restaurant (including alternative distribution channels such as e commerce), anywhere.

The term "**Captive Market Location**" includes, among other things, non-foodservice businesses of any sort within which a Juici Patties Restaurant or a branded facility is established and operated (including, for example, hotels and resorts).

The term "**Non-Traditional Facility**" includes, among other things, college campuses, schools, hotels, casinos, airports and other travel facilities; federal, state, or local government facilities (including military bases); theme and amusement parks; recreational facilities; seasonal facilities; shopping malls; theaters; and sporting event arenas and centers.

Although you will have the rights described above with respect to the "Protected Territory," you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, from other channels of distribution or competitive brands that we control. We will not compensate you for soliciting or conducting business within the Protected Territory.

Additionally, you understand that we (and any of our affiliates and designees) reserve the right to distribute or sell any of our products: (a) through packages or over-the-counter under the Proprietary Marks at grocery stores, supermarkets, club stores and similar retail outlets (the "**Grocery Products**"); (b) through packages under the Proprietary Marks for direct-to-consumer sale (e.g., via catalogs, mail order, toll free numbers, the Internet, "home shopping" television channels, etc.) ("**Direct-to-Consumer Products**"); and (c) in wholesale bulk packages ("**Bulk Products**") for on-site preparation, sale and consumption in conjunction with the Proprietary Marks at stadiums, sports arenas, theme parks, institutional feeding facilities, military bases, airports, delicatessens, convenience stores and restaurants and other locations which are not "Juici Patties" franchised restaurants ("**Branded**

Products"). (The program through which we sell non-franchisees Branded Products for on-site preparation, sale and consumption is sometimes referred to in this Agreement as the "**Branded Products Program**".)The Franchise Agreement does not grant you any rights with regard to such Grocery Products, Direct-to-Consumer Products, Bulk Products, Branded Products, and/or the Branded Products Program whether the same are now in existence or are later developed.

You may offer and sell services and products only: (a) according to the requirements of the Franchise Agreement and the procedures set out in the Brand Standards Manuals; and (b) to customers and clients of the Franchised Business.

You may not offer or sell services or products through any means other than through the Franchised Business at the Accepted Location; and therefore, for example, you may not offer or sell services or products from satellite locations, temporary locations, mobile vehicles or formats, carts or kiosks, by use of catalogs, the Internet, or through any other electronic or print media.

For catering service provided at customers' homes, offices, and other locations ("**Catering**"), and for delivery service through the use of an approved local third-party provider of delivery services ("**Delivery**"): (a) you may not conduct Catering or Delivery activities during the initial operating and training period of the Franchised Business or without our prior written approval; (b) all Catering and Delivery activities must be conducted in accordance with the terms and conditions stated in this Agreement and the standards that we set in the Brand Standards Manual; and (c) we have the right to revoke our approval of Catering and/or Delivery at any time. Further, we have the right to require that you execute Delivery through Restaurant staff and/or through approved third-party delivery vendors. We will have the right at all times to approve or disapprove of any such Delivery services, including the arrangements that you propose to make with any third-party delivery vendor.

The Accepted Location for the Franchised Business will be specified in the Franchise Agreement. You may not relocate the Franchised Business without our prior written approval. If you ask to relocate the Franchised Business, we will evaluate your request on the basis of the same standards that we apply to reviewing the proposed location of a Juici Patties Restaurant for a new franchisee. You must also pay us a fee equal to 25% of our then-current initial franchise fee for new "Juici Patties" franchises, or such greater amount as may be necessary to reimburse us for the out-of-pocket costs and expenses that we incur in connection with reviewing and approving your proposed relocation (including, if we deem necessary to visit the proposed new location, the costs of travel, lodging and meals for our representatives to visit the proposed location), access to prototype building plans, any related lease matters, and any necessary amendments your Franchise Agreement (including our attorneys' fees).

You do not need to meet any particular sales or revenue volume in order to keep your Protected Territory as described above so long as you stay in compliance with the terms of your Franchise Agreement.

There are no circumstances under the Franchise Agreement that permit us to modify your Protected Territory so long as you stay in compliance with the terms of your Franchise Agreement.

Under the Franchise Agreement you will not have any options, rights of first refusal, or similar rights to acquire additional franchises or other rights, whether inside the Protected Territory or elsewhere.

Area Development Agreement

An Area Development Agreement is not exclusive, and as a result, we will have the right to establish and operate (and grant franchises to other parties to establish and operate) Juici Patties Restaurants under the System anywhere, including in your Development Area. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You will not receive the right to acquire additional franchises in your area.

We will approve proposed sites for Juici Patties Restaurants under an Area Development Agreement using the then-current site criteria we use at the time(s) requested.

Item 13 Trademarks

You will be licensed by the Franchise Agreement to use our Proprietary Marks, including the principal mark described below:

Mark	Application or Registration No.	Application or Registration Date
	U.S. Reg. No. 6761182	June 14, 2022

JPIP intends to file when due affidavits of use and affidavits of incontestability, as well as a renewal application, for the mark listed above.

We entered into a license agreement with JPIP on May 11, 2021, under which we are licensed to use, and to license franchisees to use, the Proprietary Marks and other intellectual property (the "**Trademark License Agreement**") in connection with the operation of the System. The Trademark License Agreement will remain in force for a term of 40 years, unless mutually extended. JPIP has the right to terminate the Trademark License Agreement immediately for cause upon a change of control of us (in which case JPIP is obligated to sell the Proprietary Marks to us) or upon our insolvency or bankruptcy. If the Trademark License Agreement terminates (and we have not purchased the Proprietary Marks from JPIP), JPIP has agreed to allow you to continue to use the Proprietary Marks under the same terms and conditions as in your Franchise Agreement.

There are no currently effective determinations of the U.S. Patent and Trademark Office, the trademark administrator of this state, or of any court, nor any pending interference, opposition, or cancellation proceedings, nor any pending material litigation involving the trademarks, service marks, trade names, logotypes, or other commercial symbols which is relevant to their use in this state or any other state in which the Franchised Business is to be located. Other than the Trademark License Agreement, there are no agreements currently in effect which significantly limit our rights to use or license the use of the Proprietary Marks (including trademarks, service marks, trade names, logotypes, or other commercial symbols) that are in any manner material to the franchise. There are no infringing uses actually known to us which could materially affect your use of the Proprietary Marks in this state or elsewhere.

You must promptly notify us of any suspected infringement of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, or your right to use, the Proprietary Marks licensed under the Franchise Agreement. Under the Franchise Agreement, we will have the sole right to initiate, direct, and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement of the action. We also have the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. If you used the Proprietary Marks in accordance with the Franchise Agreement, we will defend you at our expense against any third party claim, suit, or demand involving the Proprietary Marks arising out of your use. If you did not use the Proprietary Marks in accordance with the Franchise Agreement, we will defend you, at your expense, against those third party claims, suits, or demands. You must modify or discontinue the use of certain Proprietary Marks if we notify you that we have modified or discontinued use of that mark.

If we undertake the defense or prosecution of any litigation concerning the Proprietary Marks, you must sign any documents and agree to do the things that our counsel may believe are needed to carry out the defense or prosecution (such as becoming a nominal party to any legal action). Except to the extent that the litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement, we agree to reimburse you for your out of pocket costs in doing these things, except that you will bear the salary costs of your employees, and we will bear the costs of any judgment or settlement. To the extent that the litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement, you must reimburse us for the cost of the litigation, including attorneys' fees, as well as the cost of any judgment or settlement.

Item 14 Patents, Copyrights, and Proprietary Information

Copyrights

We own common law copyrights in the Brand Standards Manuals, certain drawings, and advertising materials, and we will make these available to you. These materials are our proprietary property and must be returned to us upon expiration or termination of the Franchise Agreement.

We will furnish you, under the terms of the Franchise Agreement, with standard floor plans and specifications for construction of a Franchised Business. You may be required to employ a licensed architect or engineer, who will be subject to our reasonable approval, to prepare plans and specifications for construction of your Franchised Business, based upon our standard plans. These revised plans will be subject to our approval. You will be entitled to use the plans only for the construction of a single Franchised Business at the site approved in the Franchise Agreement, and for no other purpose. We will require your architect and contractor to agree to maintain the confidentiality of our plans and to assign to us any copyright in the derivative plans they create.

There are no currently effective determinations of the Patent and Trademark Office, Copyright Office, or any court concerning any copyright. There are no currently effective agreements pursuant to which we derive our rights in the copyrights which could limit your use thereof. The Franchise Agreement does not obligate us to protect any of the rights that you have to use any copyright, nor does the Franchise Agreement impose any other obligation upon us concerning copyrights. We are not aware of any infringements that could materially affect your use of any copyright in any state.

Confidential Brand Standards Manuals

In order to protect our reputation and goodwill and to maintain high standards of operation under our Proprietary Marks, you must conduct your business in accordance with the Brand Standards Manual. We will lend you one set of our Brand Standards Manual, which we have the right to provide in any format we choose (including paper, CD, or online), for the term of the Franchise Agreement.

You must at all times accord confidential treatment to the Brand Standards Manual, any other manuals we create (or that we approve) for use with the Franchised Business, and the information contained in the Brand Standards Manual. You must use all reasonable efforts to maintain this information as secret and confidential. You may never copy, duplicate, record, or otherwise reproduce the Brand Standards Manual and the related materials, in whole or in part (except for the parts of the Brand Standards Manual that are meant for you to copy, which we will clearly mark as such), nor may you otherwise let any unauthorized person have access to these materials. The Brand Standards Manual will always be our sole property. You must always maintain the security of the Brand Standards Manual.

We may periodically revise the contents of the Brand Standards Manual, and you must consult the most current version and comply with each new or changed standard. If there is ever a dispute as to the contents of the Brand Standards Manual, the version of the Brand Standards Manual (that we maintain) will be controlling.

Confidential Information

Except for the purpose of operating the Franchised Business under the Franchise Agreement, you may never (during the term of the Franchise Agreement or later) communicate, disclose, or use for any person's benefit any of the confidential information, knowledge, or know-how concerning the operation of the Franchised Business that may be communicated to you or that you may learn by virtue of your operation of a Franchised Business. You may divulge confidential information only to those of your employees who must have access to it in order to operate the Franchised Business. Any and all information, knowledge, know-how, and techniques that we designate as confidential will be deemed confidential for purposes of the Franchise Agreement. However, this will not include information that you can show came to your attention before we disclosed it to you; or that at any time became a part of the public domain, through publication or communication by others having the right to do so.

In addition, you must require your principals and your Specially Trained Management Personnel to sign confidentiality covenants. We also require that persons who will attend training sign a confidentiality agreement. Every one of these covenants must provide that the person signing will maintain the confidentiality of information that they receive in their employment or affiliation with you or the Franchised Business. These agreements must be in a form that we find satisfactory, and must include, among other things, specific identification of our company as a third party beneficiary with the independent right to enforce the covenants. Our current form for this agreement is attached as Exhibit G to the Franchise Agreement). Once signed, you must provide us a copy of each executed confidentiality agreement.

Patents

We do not own any patents that are material to the franchise being offered.

Item 15 Obligation to Participate in the Actual Operation of the Franchise Business

The Franchise Agreement requires that you (or your Operating Principal or one of your designated Specially Trained Management Personnel who will assume primary responsibility for the franchise operations and who we have previously approved in writing) must devote full time, energy, and best efforts to the management and operation of the Franchised Business.

The Franchise Agreement does not require you to participate personally in the direct operation of the Franchised Business, although we encourage and recommend active participation by you. If you are a corporation, partnership, or other entity, we require all of your owners to sign a guarantee (in the form attached to the Franchise Agreement as Exhibit B) of the performance of your obligations under the Franchise Agreement.

If you are an entity, you must have an individual owner serve as your Operating Owner. The Operating Owner must supervise the operation of the Franchised Business and must own at least 55% of the voting and ownership interests in the franchisee entity, unless you obtain our prior written approval for the Operating Owner to hold a smaller interest. You must inform us in writing whether the Operating Owner will assume full-time responsibility for the daily supervision and operation of the Franchised Business. If not, then you must employ a full-time Operating Manager who will assume responsibility for the daily operation of the Franchised Business. The Operating Owner and your Operating Manager must attend and successfully complete, to our satisfaction, the owners' training program that we offer at our headquarters or another location that we specify.

You and your staff must, at all times, cooperate with us and with our representatives.

Item 16 Restrictions on What the Franchisee May Sell

You may sell and provide only products and services that conform to our standards and specifications. You also will have certain obligations to offer for sale particular items. We have the right, without limit, to change the types of authorized products and services. You may only offer and sell services products to customers at the Franchised Business' premises.

The Accepted Location for the Franchised Business will be specified in the Franchise Agreement. You may not relocate the Franchised Business without our prior written approval. If you ask to relocate the Franchised Business, we will evaluate your request on the basis of the same standards that we apply to reviewing the proposed location of a Franchised Business for a new franchisee.

Item 17 Renewal, Termination, Transfer, and Dispute Resolution

The Franchise Relationship

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

Franchise Agreement		
Provision	**Section in Franchise Agreement**	**Summary**
a. Length of the franchise term	§ 2.1	5 years
b. Renewal or extension of the term	§ 2.2	Three additional five-year terms, subject to certain contractual requirements described in "c" below.

Franchise Agreement		
Provision	**Section in Franchise Agreement**	**Summary**
c. Requirements for you to renew or extend	§§ 2.2.1 - 2.2.10	Written notice, renovate/modernize Franchised Business premise, upgrades to computer hardware and software to conform with then-current standards, satisfaction of monetary obligations, not be in default of the Agreement, sign release, pay fee, comply with then current qualification and training requirements, compliance with Franchise Agreement, sign our then-current form of Franchise Agreement (which may contain materially different terms and conditions than the original contract).
d. Termination by you	Not applicable	
e. Termination by us without cause	Not applicable	
f. Termination by us with cause	§ 17	Default under Franchise Agreement, abandonment, and other grounds; see § 17 of the Franchise Agreement.
g. "Cause" defined – curable defaults	§ 17.3	All other defaults not specified in §§ 17.1 and 17.2 of the Franchise Agreement
h. "Cause" defined - non-curable defaults	§§ 17.1 and 17.2	Abandonment, conviction of felony, and others; see § 17.2 of the Franchise Agreement.
I. Your obligations on termination/ nonrenewal	§ 18	Cease operating Franchised Business, payment of amounts due, and others; see §§ 18.1 - 18.13.
j. Assignment of contract by us	§ 16.1	There are no limits on our right to assign the Franchise Agreement.
k. "Transfer" by you - definition	§§ 16.4.1 - 16.4.4	Includes transfer of any interest.
l. Our approval of transfer by you	§ 16.4	We must approve transfers.
m. Conditions for our approval of transfer	§ 16.5	Release, signature of new Franchise Agreement (which may contain materially different terms and conditions than the original contract), payment of transfer fee, and others; see §§ 16.5.1 - 16.5.10.

Franchise Agreement		
Provision	**Section in Franchise Agreement**	**Summary**
n. Our right of first refusal to acquire your business	§ 16.6	We can match any offer.
o. Our option to purchase your business	§§ 18.4 and 18.5	Upon termination or expiration of the Franchise Agreement, we can acquire any interest which you have in any lease or sublease for the premises and purchase your furnishings, equipment, material, or inventory at cost or fair market value.
p. Your death or disability	§ 16.7	Your estate must transfer your interest in the Franchised Business to a third party we have approved.
q. Non-competition covenants during the term of the franchise	§§ 19.2, 19.3, 19.4, 19.5 and 19.6	Includes prohibition on engaging in a "**Competitive Business**," which is any foodservice business in which Caribbean-style food comprises 30% or more of its gross revenues; see §§ 19.2 - 19.6.
r. Non-competition covenants after the franchise is terminated or expires	§§ 19.2, 19.3, 19.4, 19.5 and 19.6	Includes a two-year prohibition similar to "q" (above), within the Protected Territory, within five miles of the Protected Territory, and also within five miles of any other Juici Patties Restaurant then-operating under the System.
s. Modification of the agreement	§ 25	Must be in writing signed by both parties.
t. Integration/ merger clause	§ 25	Only the final written terms of the Franchise Agreement are binding, subject to state law. Any representation or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Nothing in this FDD or the Franchise Agreement is intended to disclaim statements that we make in this FDD.
u. Dispute resolution by arbitration or mediation	§ 27.3	Before bringing an action in court, the parties must first submit the dispute to non-binding mediation (except for injunctive relief). The Franchise Agreement contains provisions that may affect your legal rights, including a waiver of jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. See Section 27 of the Franchise Agreement. Please also see the various state disclosure addenda and agreement amendments attached to this disclosure document, which contain additional terms that may be required under applicable state law.

Franchise Agreement		
Provision	Section in Franchise Agreement	Summary
v. Choice of forum	§ 27.2	Subject to applicable state law, if we ever litigate, we must do so in the state and judicial district where we have our principal place of business (currently, Miami, Florida).
w. Choice of law	§ 27.1	Subject to applicable state law, Florida law applies to the Franchise Agreement.

Area Development Agreement		
Provision	Section in Area Development Agreement	Summary
a. Term of the franchise	§ 2	The term of the Development Schedule will be discussed and agreed upon by the parties before entering into the Area Development Agreement
b. Renewal or extension of the term	Not Applicable	
c. Requirements for you to renew or extend	Not Applicable	
d. Termination by you	Not Applicable	
e. Termination by us without cause	Not Applicable	
f. Termination by us with cause	§§ 10 and 12	Failure to meet the Development Schedule, default or termination under the Franchise Agreement, abandonment, and other grounds; see § 17 of the Franchise Agreement. Termination of the Area Development Agreement does not constitute a default under any of your Franchise Agreements.

Area Development Agreement		
Provision	**Section in Area Development Agreement**	**Summary**
g. "Cause" defined - defaults which can be cured	§ 10	All other defaults not specified in § 12 of the Area Development Agreement and §§ 17.1 and 17.2 of the Franchise Agreement
h. "Cause" defined - defaults which cannot be cured	§ 10	Abandonment, conviction of felony, termination of a Franchise Agreement, and others; see § 12 of the Area Development Agreement and § 17.2 of the Franchise Agreement.
i. Your obligations on termination/ nonrenewal	§ 10	Stop developing Locations, pay amounts due, pay lost future royalties, and others; see §§ 18.1 - 18.11 of the Franchise Agreement.
j. Assignment of contract by us	§§ 10 and 11	There are no limits on our right to assign the Franchise Agreement.
k. "Transfer" by you -definition	§ 10	Includes transfer of any interest in you or the Area Development Agreement.
l. Our approval of transfer by you	§ 10	We have the right to approve transfers.
m. Conditions for our approval of transfer	§§ 10 and 11	Your compliance with the agreement, a release, the buyer's signature of a new Franchise Agreement (which may contain materially different terms and conditions than the original contract), the payment of transfer fee, and others; see §§ 16.5.1 - 16.5.10 of the Franchise Agreement. We may also withhold our consent to a transfer of some, but not all, of the Franchise Agreements separate from one another, and in any case, separate from the rights set forth under the Area Development Agreement
n. Our right of first refusal to acquire your business	§ 10	We can match any offer, or the cash equivalent.
o. Our option to purchase your business	§ 10	We can acquire your lease or sublease for the premises, and purchase your equipment, material, and inventory at cost or fair market value after termination or expiration.

Area Development Agreement		
Provision	**Section in Area Development Agreement**	**Summary**
p. Your death or disability	§ 10	Interest in Area Development Agreement must be transferred to a third-party we have approved within six months.
q. Non-competition covenants during the term of the franchise	§ 10	Includes prohibition on engaging in a "**Competitive Business**," which is any foodservice business in which Caribbean-style food comprises 30% of more of its gross revenues; see §§ 19.2 to 19.6 in the Franchise Agreement.
r. Non-competition covenants after the franchise is terminated or expires	§ 10	Includes a two-year prohibition similar to "q" (above), within the Development Area, within 10 miles of any other Juici Patties Restaurant then-operating under the System.
s. Modification of the agreement	§ 13	Must be in writing executed by both parties.
t. Integration/ merger clause	§ 13	Only the terms of the Area Development Agreement are binding. Notwithstanding the foregoing, nothing in the Area Development Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	§ 10.11	Before bringing an action in court, the parties must first submit the dispute to non-binding mediation (except for injunctive relief). The Area Development Agreement contains provisions that may affect your legal rights, including a waiver of jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. See Section 27 of the Franchise Agreement. Please also see the various state disclosure addenda and agreement amendments attached to this disclosure document, which contain additional terms that may be required under applicable state law.
v. Choice of forum	§ 10	Subject to applicable state law, if we ever litigate, we must do so in the state and judicial district where we have our principal place of business (currently, Miami, Florida).

Area Development Agreement		
Provision	**Section in Area Development Agreement**	**Summary**
w. Choice of law	§ 10	Subject to applicable state law, Florida law applies to the Area Development Agreement.

Item 18 Public Figures

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

Item 19 Financial Performance Representations

The FTC's Franchise Rule permits a franchisor to disclose 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 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 performance at a particular location or under particular circumstances.

Juici Food Services LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Daniel Chin at Juici Food Services LLC, Lot 1 Clarendon Park, Clarendon, Jamaica, telephone 876.904.2619, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20 Outlets and Franchisee Information

Table 1:
System wide Outlet Summary for 2020 to 2022 (Notes 1 and 2)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Company- Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0

Total Outlets	2020	0	0	0
	2021	0	0	0
	2022	0	0	0

Notes for tables 1-5 in this Item 20:

(1) All numbers are as of the fiscal year end. Our fiscal year end is December 31st. We began offering franchises in the U.S. in May 2021.

(2) States not listed had no activity.

Table 2:
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
for 2020 to 2022 (Note 1)

State (Note 2)	Year	Number of Transfers
Any State	2020	0
	2021	0
	2022	0
Total	2020	0
	2021	0
	2022	0

Table 3:
Status of Licensed Outlets for 2020 to 2022 (Note 1)

State (Note 2)	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Re-acquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Any State	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Totals	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0

Table 4:
Status of Company-Owned Outlets
for 2020 to 2022 (Notes 1 and 2)

State (Note 3)	Year	Outlets at Start of the Year	Outlets Opened	Outlets Re-acquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Any State	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Totals	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

Table 5:
Projected Openings as of December 31, 2022 for 2023

State (Note 1)	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Next Year
Florida (Note 3)	8	3	0
Total	8	3	0

Note 3 – This represents three development agreements.

*****

The names, addresses, and telephone numbers of our franchisees as of our fiscal year ending December 31, 2022 are listed in Exhibit E. (There are none in the US.)

The name and last known home address and telephone number of every one of our franchisees who has had a Franchise Agreement terminated, canceled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during one-year period ending December 31, 2022, or who has not communicated with us within ten weeks of the date of this disclosure document, are also listed in Exhibit F. (There were none in the US.)

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. No franchisees have signed a confidentiality clause in a Franchise Agreement, settlement or other contract within the last three years that would restrict their ability to speak openly about their experience with Juici Patties. As of the date of this franchise disclosure document, there are no Juici Patties franchisee associations in existence regardless of whether they use our trademark or not.

Item 21 Financial Statements

We have attached our audited financial statements for our fiscal year ending December 31, 2022 (see Exhibit G to this disclosure document). Juici Food Services LLC was formed on August 2020 and did not engage in any business activities until we began franchising in May 2021. Because we have not been in business for three years, we cannot yet include the required three years' worth of financial statements. Our fiscal years end on December 31st each year.

Item 22 Contracts

Exhibit A	The Franchise Agreement with its eight Exhibits: A. Data Addendum B. Guarantee, Indemnification, and Acknowledgment C. List of Principals D. ACH Authorization Agreement E. ADA Certification F. Sample Form of Non-Disclosure and Non-Competition Agreement G. Site Selection Addendum H. Lease Rider
Exhibit B	The Area Development Agreement with its Exhibits: A. Data Sheet B. Franchise Agreement
Exhibit K	General Release

Item 23 Receipts

The last two pages of this disclosure document (Exhibit N) are two identical receipt pages to acknowledge that you received this entire document (including the Exhibits). Please keep one copy along with this disclosure document, and please sign and date the other copy and send that signed and dated receipt to us.

EXHIBIT A

Franchise Agreement
with Exhibits

JUICI FOOD SERVICES LLC

FRANCHISE AGREEMENT

Juici Food Services LLC
Franchise Agreement

TABLE OF CONTENTS

Exhibits

Juici Food Services LLC
Franchise Agreement

THIS FRANCHISE AGREEMENT (the "**Agreement**") is made and entered into as of the date that we have indicated on the signature page of this Agreement (the "**Effective Date**") by and between:

- Juici Food Services LLC, a Florida limited liability company, with its principal place of business at Lot 1 Clarendon Park Toll Gate, Clarendon, Jamaica ("**we**," "**us**," "**our**", or "**Franchisor**"); and
- ______________________________ a ______________ *[state]* ______________ *[type of entity]* having offices at ____ ("**you**" or the "**Franchisee**").

Introduction

*We own a format and system relating to the establishment and operation of "Juici Patties" businesses providing a distinctive menu featuring a variety of Jamaican style patties, jerk chicken, soups, breads, and other Jamaican-style meals, as well as other limited time offerings (each a "**Restaurant**" or a "**Juici Patties" Restaurant**").*

*Among the distinguishing characteristics of a "Juici Patties" Restaurant are that it operates under our "Juici Patties" System. Our System includes (among other things): Jamaican style patties (filled with beef, chicken, vegetables, or other ingredients), ackee and saltfish, callaloo and saltfish, jerk chicken, soups, breads, and other related food products ("**Products**") and related services ("**Services**"); confidential and proprietary information and trade secrets; distinctive images, designs, business formats, training methods, procedures, and specifications; distinctive exterior and interior design, decor, color scheme, and furnishings; uniform standards, specifications, and procedures for operations; brand presentation to consumers, procedures for management; software; training and assistance; and advertising and promotional programs (together, the "**System**").*

*We identify the System by means of our Proprietary Marks. Our proprietary marks include certain trade names (for example, the mark "JUICI PATTIES" and logo), service marks, trademarks, logos, emblems, and indicia of origin, as well as other trade names, service marks, and trademarks that we may periodically specify in writing for use in connection with the System (all of these are referred to as our "**Proprietary Marks**"). We continue to develop, use, and control the use of our Proprietary Marks in order to identify for the public the source of Products and services marketed under those marks and under the System, and to represent the System's high standards of quality, appearance, and service.*

We are in the business of developing programming and awarding franchise rights to third party franchisees, such as you. You will be in the business of operating a "Juici Patties Restaurant, using the same brand and Proprietary Marks as other independent businesses that operate other "Juici Patties" Restaurants under the System. We will not operate your "Juici Patties Restaurant for you, although we have (and will continue) to set standards for "Juici Patties" Restaurants that you will have chosen to adopt as yours by signing this Agreement and by your day-to-day management of your "Juici Patties Restaurant to our brand standards.

You have asked to enter into the business of operating a "Juici Patties Restaurant under our System and wish to obtain a franchise from us for that purpose, as well as to receive the training and other assistance we provide as described in this Agreement. You also understand and acknowledge the importance of our high standards of quality, cleanliness, appearance, and service and the necessity of operating the business franchised under this Agreement in conformity with our standards and specifications.

In recognition of all of the details noted above, the parties have chosen to enter into this Agreement, taking into account all of the promises and commitments that they are each making to one another in this contract, and for other good and valuable consideration (the sufficiency and receipt of which they hereby acknowledge) and they agree as follows:

1 GRANT

1.1 *Rights and Obligations*. We grant you the right, and you accept the obligation, all under the terms (and subject to the conditions) of this Agreement:

1.1.1 To operate one "Juici Patties Restaurant under the System (the "**Franchised Business**");

1.1.2 To use the Proprietary Marks and the System, but only in connection with the Franchised Business (recognizing that we may periodically change or improve the Proprietary Marks and the System); and

1.1.3 To do all of those things only at the Accepted Location (as defined in Section 1.2 below).

1.2 *Accepted Location*. The street address of the location for the Franchised Business accepted under this Agreement is specified in Exhibit A to this Agreement, and is referred to as the "**Accepted Location**."

1.2.1 When this Agreement is signed, if you have not yet obtained (and we have not yet accepted in writing) a location for the Franchised Business, then:

1.2.1.1 you agree to enter into the site selection addendum (the "**Site Selection Addendum**," attached as Exhibit G to this Agreement) at the same time as you sign this Agreement; and

1.2.1.2 you will then find a site which will become the Accepted Location after we have given you our written acceptance of that site and you have obtained the right to occupy the premises, by lease, sublease, or acquisition of the property, all subject to our prior written approval and in accordance with the Site Selection Addendum.

1.2.2 We have the right to grant or withhold approval of the Accepted Location under this Section 1.2. You understand, acknowledge, and agree that our review and approval of your proposed location, under this Section 1.2 or pursuant to the Site Selection Addendum, does not constitute our assurance, representation, or warranty of any kind that your Franchised Business at the Accepted Location will be profitable or successful (as further described in Section 5 of the Site Selection Addendum).

1.2.3 You agree not to relocate the Franchised Business without our prior written consent. Any proposed relocation will be subject to our review of the proposed new site under our then-current standards for site selection, and we will also have the right to take into consideration any commitments we have given to other franchisees, licensees, landlords, and other parties relating to the proximity of a new "Juici Patties Restaurant to their establishment. If you ask to relocate your Franchised Business, you must pay us a fee equal to twenty-five percent (25%) of our then-current initial franchise fee for new "Juici Patties" franchises, or such greater amount as may be necessary to reimburse us for the out-of-pocket costs and expenses that we incur in connection with reviewing and approving your proposed relocation (including, if we deem necessary to visit the proposed new location, the costs of travel, lodging and meals for our representatives to visit the proposed location), access to prototype building plans, any related lease matters, and any necessary amendments to this Agreement (including our attorneys' fees).

1.3 *Protected Territory*. During the term of this Agreement, we will not operate, or grant the right to any other party to operate, a "Juici Patties Restaurant in the area designated in the Data Addendum (Exhibit A) as your "**Protected Territory**," except as otherwise provided in Sections 1.4 – 1.6 below.

1.4 *Our Reserved Rights*. We and our affiliates reserve all rights that are not expressly granted to you under this Agreement. Therefore, among other things, we have the sole right to do any or all of the following (notwithstanding proximity to your Protected Territory or Franchised Business or their actual or threatened impact on sales at your Franchised Business):

1.4.1 We have the right to establish, and franchise others to establish, "Juici Patties" Restaurants anywhere outside the Protected Territory;

1.4.2 We have the right to establish, and license others to establish, businesses that do not operate under the System and that do not use the Proprietary Marks licensed under this Agreement, even if those businesses also offer or sell products and services that are the same as or similar to those offered from the Franchised Business, no matter where those businesses are located;

1.4.3 We have the right to establish, and license others to establish, "Juici Patties" Restaurants at any Non-Traditional Facility or Captive Market Location (as defined below) inside or outside the Protected Territory;

1.4.4 We have the right to acquire (or be acquired) and then operate any business of any kind, anywhere (but not to be operated as a "Juici Patties Restaurant inside the Protected Territory);

1.4.5 We have the right to market and sell our Products and services, other than from a "Juici Patties Restaurant, anywhere (but not from a "Juici Patties Restaurant operating inside the Protected Territory); and

1.4.6 We have the right to sell products and services using the Proprietary Marks or otherwise, through any method that is not a "Juici Patties" Restaurant, which may include sale of our products: **(a)** through packages or over-the-counter under the Proprietary Marks at grocery stores, supermarkets, club stores and similar retail outlets (the "**Grocery Products**"); **(b)** through packages under the Proprietary Marks for direct-to-consumer sale (e.g., via catalogs, mail order, toll free numbers, the Internet, "home shopping" television channels, etc.) ("**Direct-to-Consumer Products**"); and **(c)** in wholesale bulk packages ("**Bulk Products**") for on-site preparation, sale, and consumption in conjunction with the Proprietary Marks at stadiums, sports arenas, theme parks, institutional feeding facilities, military bases, airports, delicatessens, convenience stores and restaurants and other locations which are not "Juici Patties" franchised restaurants ("**Branded Products**"). (The program through which we sell non-franchisees Branded Products for on-site preparation, sale and consumption is sometimes referred to in this Agreement as the "**Branded Products Program**".) You understand that this Agreement does not grant you any rights with regard to such Grocery Products, Bulk Products, Direct-to-Consumer Products and/or the Branded

Product Program, whether the same are now in existence or are later developed. Further, you agree that neither we nor our affiliates shall have any liability to you in connection with the distribution and sale of Products under, and the continued development of, the Grocery Products, Bulk Products, Direct-to-Consumer Products and/or the Branded Products Programs.

1.4.7 Definitions.

1.4.7.1 The term "**Captive Market Location**" is agreed to include, among other things, non-foodservice businesses of any sort within which a "Juici Patties Restaurant or a branded facility is established and operated (including, for example, hotels and resorts).

1.4.7.2 The term "**Non-Traditional Facility**" includes, among other things, college campuses, schools, hotels, casinos, airports, and other travel facilities; federal, state, or local government facilities (including military bases); theme and amusement parks; recreational facilities; seasonal facilities; shopping malls; theaters; and sporting event arenas and centers.

1.5 *Limits on Where You May Operate*.

1.5.1 You may offer and sell the Products only: **(a)** in accordance with the requirements of this Agreement and the procedures set out in the Brand Standards Manual (defined below); and **(b)** to customers of the Franchised Business.

1.5.2 You agree not to offer or sell any products or services (including the Products and services) through any means other than through the Franchised Business at the Accepted Location (so for example, you agree not to offer or sell services or products from satellite locations, temporary locations, mobile vehicles or formats, carts, or kiosks, by use of catalogs, the Internet, or through any other electronic or print media).

1.5.3 You agree that you will offer and sell Products from the Accepted Location only to retail customers:

1.5.3.1 Face to face, for consumption on the Restaurant premises;

1.5.3.2 Face to face, for personal carry-out consumption; and/or

1.5.3.3 For catering service provided at customers' homes, offices, and other locations ("**Catering**"), and for delivery service through the use of an approved local third-party provider of delivery services ("**Delivery**"), and you agree that: **(a)** you may not conduct Catering or Delivery activities during the initial operating and training period of the Franchised Business or without our prior written approval; **(b)** all Catering and Delivery activities must be conducted in accordance with the terms and conditions stated in this Agreement and the standards that we set in the Brand Standards Manual (as defined in Sections 3.4 and 10 below); and **(c)** we have the right to revoke our approval of Catering and/or Delivery at any time.

1.5.3.4 We have the right to require that you execute Delivery through Restaurant staff and/or through approved third-party delivery vendors. We will have the right at all times to approve or disapprove of any such Delivery services, including the arrangements that you propose to make with any third-party delivery vendor.

1.5.4 You may not operate (nor authorize any other party to operate) a remote food preparation facility and/or kitchen (including cloud kitchens, dark kitchens, ghost kitchens, and otherwise): (a) inside your Restaurant; and/or (b) away from the premises of your Restaurant.

1.5.5 You further understand that we shall not prohibit other Restaurants or any other restaurant or food service business (whether owned or franchised by us or our affiliates) from delivering food to customers at any location.

1.6 Other Brands. You understand that we may operate (or be affiliated with other companies that operate) businesses under brand names other than the "Juici Patties" brand (whether as company-owned concepts, as a franchisor, and as a franchisee), and also that we may acquire other brands (or be acquired by a company that operates other brands) (collectively, "**Other Brands**"). You understand and agree that this Agreement does not grant you any rights with respect to any such Other Brands and that the restrictions we have agreed to in Section 1.3 above do not apply to any Other Brands.

2 TERM AND RENEWAL

2.1 *Term*. The term of this Agreement starts on the Effective Date and, unless this Agreement is earlier terminated in accordance with its provisions, will expire five (5) years from the Effective Date.

2.2 *Renewal*. You will have the right to renew your rights to operate the Franchised Business for three (3) additional and consecutive successor terms of five (5) years each, so long as you have satisfied all of the conditions specified in Sections 2.2.1 through 2.2.10 before each such renewal:

2.2.1 You agree to give us written notice of your choice to renew at least six (6) months before the end of the term of this Agreement (but not more than one (1) year before the term expires).

2.2.2 You agree to remodel and refurbish the Franchised Business to comply with our then-current standards in effect for new "Juici Patties" Restaurants (as well as the provisions of Section 8.8.2 below).

2.2.3 At the time of renewal, you must be in material compliance with the provisions of this Agreement (including any amendment to this Agreement), any successor to this Agreement, and/or any other contract between you (and your affiliates) and us (and our affiliates), and in our reasonable judgment, you must have been in material compliance during the term of this Agreement, even if we did not issue a notice of default or exercise our right to terminate this Agreement if you did not meet your obligations.

2.2.4 You must have timely met all of your financial obligations to us, our affiliates, the Marketing Fund, and/or the Regional Fund, as well as your vendors, throughout the term of this Agreement (even if we did not issue a notice of default or exercise our right to terminate this Agreement if you did not meet your obligations).

2.2.5 You must sign our then-current form of franchise agreement, which will supersede this Agreement in all respects (except with respect to the renewal provisions of the new franchise agreement, which will not supersede this Section 2), and which you acknowledge and agree may contain terms, conditions, obligations, rights, and other provisions that are substantially and materially different from those spelled out in this Agreement (including, for example, a higher percentage royalty fee and marketing contribution). If you are an entity, then your direct and indirect owners must also sign and deliver to us a personal guarantee of your obligations under the renewal form of franchise agreement. (In this Agreement, the term "**entity**" includes a corporation, limited liability company, partnership, and a limited liability partnership.)

2.2.6 Instead of a new initial franchise fee, you agree to pay to us a renewal fee equal to the greater of Three Thousand Dollars ($3,000) or ten percent (10%) of our then-current initial franchise fee for new "Juici Patties" franchises.

2.2.7 You agree to also sign and deliver to us a renewal amendment to your new franchise agreement, which will include (among other things) a mutual general release (which will include limited exclusions) in a form that we will reasonably provide. Your affiliates and your respective direct and indirect owners (and any other parties that we reasonably request) must also sign and deliver that renewal agreement and mutual release.

2.2.8 You and your personnel must meet our then-current qualification and training requirements.

2.2.9 You agree to present to us satisfactory evidence that you have the right to remain in possession of the Accepted Location for the entire renewal term of this Agreement.

2.2.10 You must be current with respect to your financial and other obligations to your lessor, suppliers, and all other parties with whom you do business.

3 OUR DUTIES

3.1 *Training*. We will provide you with the training specified in Section 6 below.

3.2 *Standard Layout and Equipping of a "Juici Patties" Restaurant*. We will make available, at no charge to you, a standard layout, design, and image specifications for a "Juici Patties Restaurant, including the exterior and interior design and layout, fixtures, furnishings, equipment, and signs. We have the right to modify our standard layout plans and specifications as we deem appropriate periodically (however, once we have provided those plans and specifications to you, we will not further modify the layout plans and specifications for the initial construction of your Restaurant). We will also provide the site selection and lease review assistance called for under Section 5.3 below.

3.3 *Opening Equipment and Inventory*. We will provide you with a written list of equipment and suppliers of such materials that are needed to open the Franchised Business. We will also provide you with a list of suggested opening inventory.

3.4 *Opening and Additional Assistance*. We will provide a representative to be present at the Franchised Business for five (5) days to assist with the Restaurant opening. We will provide such additional on-site pre-opening and opening supervision and assistance that we think is advisable, and as may be described in the Brand Standards Manual (defined below).

3.5 *Brand Standards Manual*. We will lend to you one (1) copy of (or provide you with access to), during the term of this Agreement, our confidential Brand Standards Manuals and other written instructions relating to the operation of a "Juici Patties Restaurant (the "**Brand Standards Manual**"), in the manner and as described in Section 10 below.

3.6 *Marketing Materials*. We will assist you in developing the Grand Opening Marketing Program (defined below). We have the right to approve or disapprove all marketing and promotional materials that you propose to use, pursuant to Section 13 below.

3.7 *Marketing Funds*. We will administer the Marketing Fund (as defined in Section 13 below) in the manner set forth in Section 13 below.

3.8 *Inspection Before Opening*. We will evaluate the Franchised Business before it first opens for business. You agree to not open the Franchised Business or otherwise start operations until you have received our prior written approval to do so.

3.9 *Periodic Advice*. We will provide you periodic advice concerning marketing, management, and operation of the Franchised Business at the times and in the manner that we determine. We will periodically offer you the services of certain of our representatives, such as an operations manager, and these representatives will periodically visit your Franchised Business and offer advice regarding your operations. We will not offer any binding advice concerning your H.R. matters or other staffing concerns, and you will be free to decide these matters on your own.

3.10 *Services Performed*. You acknowledge and agree that any of our designees, employees, agents, or independent contractors (such as an "area representative") may perform any duty or obligation imposed on us by the Agreement, as we may direct (if so, we will, nonetheless, remain responsible to you for the performance of these obligations).

3.11 *Our Decision-Making*. In fulfilling our obligations under this Agreement, and in conducting any activities or exercising our rights pursuant to this Agreement, we (and our affiliates) will always have the right: **(a)** to take into account, as we see fit, the effect on, and the interests of, other franchised and company-owned or affiliated businesses and systems; **(b)** to share market and product research, and other proprietary and non-proprietary business information, with other franchised businesses and systems in which we (or our affiliates) have an interest, and/or with our affiliates; **(c)** to test market various items in some or all parts of the System; **(d)** to introduce new proprietary items and non-proprietary items or operational equipment; and/or **(e)** to allocate resources and new developments between and among systems, and/or our affiliates, as we see fit. You understand and agree that all of our obligations under this Agreement are subject to this Section, and that nothing in this Section will in any way affect your obligations under this Agreement.

3.12 *Confirmation of Performance*. After we have performed our pre-opening obligations to you under this Agreement, we may ask that you execute and deliver to us a confirmation (the "**Confirmation of Performance**"), in a form we reasonably request, confirming that we have performed those obligations. If we ask you to provide us with such a certificate, you agree to execute and deliver the Confirmation of Performance to us within three (3) business days after our request. However, if you do not reasonably believe that we have performed all of our pre-opening obligations, you must, within that same three (3) day period, provide us with written notice specifically describing the obligations that we have not performed. Not later than three (3) business days after we complete all the obligations that you specified in that notice, you agree to execute and deliver the Confirmation of Performance to us. You agree to do so even if we performed such obligations after the time performance was due under this Agreement.

The term “pre-opening obligations” means the obligations we have to you under this Agreement that must be performed before your open your Restaurant.

4 FEES; SALES REPORTING

4.1 *Initial Franchise Fee*. You agree to pay us an initial franchise fee of Thirty Thousand Dollars ($30,000) (the “**Initial Franchise Fee**”) (except as provided below in Section 4.1.2).

4.1.1 The Initial Franchise Fee is due and payable to us on the day that you sign this Agreement. The Initial Franchise Fee is not refundable in consideration of administrative and other expenses that we incur in granting this franchise and for our lost or deferred opportunity to grant a franchise to other parties.

4.1.2 If you are entering this Agreement pursuant to a development agreement with us, the Initial Franchise Fee will be the amount agreed to in that development agreement, and subject to its terms.

4.2 *Royalty Fee and Sales Reports*. For each Week during the term of this Agreement, you agree to **(a)** pay us a continuing royalty fee in the amount equal to six percent (6%) of the Gross Sales (as defined below) of the Franchised Business (“**Royalty Fees**”) (subject to Section 4.2.2 below); and **(b)** report to us, in the form and manner that we specify, your Gross Sales (a “**Sales Report**”).

4.2.1 As used in this Agreement:

4.2.1.1 the term “**Week**” means a calendar week starting at 12:00:01 am Monday and ending at 11:59:59 pm Sunday (local time at your Franchised Business); and

4.2.1.2 the term “**Gross Sales**” means all revenue from the sale of all Products and services and all other income of every kind and nature related to, derived from, or originating from the Franchised Business (whether or not permitted under this Agreement), including barter and the proceeds of any business interruption insurance policies, whether for cash or credit, and regardless of theft, or of collection in the case of credit. Gross Sales excludes: (a) any legitimate and reasonable discounts and/or refunds that you provide to customers; and (b) sales taxes or other taxes that you collect from your customers and actually pay to the appropriate taxing authorities.

4.3 *Due Date*. All payments required by Section 4.2 above and Section 13 below, and the Sales Report required under Section 4.2 above, must be paid and submitted so that they are received by us, in our offices, by 12:00 noon (our time) each Week, on Tuesday, based on the Gross Sales of the Franchised Business during the previous Week (that is, the Week just ended). In addition, you agree to all of the following:

4.3.1 You agree to deliver to us all of the reports, statements, and/or other information that is required under Section 12 below, at the time and in the format that we reasonably request.

4.3.2 You agree to establish an arrangement for electronic funds transfer to us, or electronic deposit to us of any payments required under this Agreement. Among other things, to implement this point, you agree to sign and return to us our current form of “ACH - Authorization Agreement for Prearranged Payments (Direct Debits),” a copy of which is attached to this Agreement as Exhibit D (and any replacements for that form that we deem to be periodically needed to implement this Section 4.3.2), and you agree to; **(a)** comply with the payment and reporting procedures that we may specify in the Brand Standards Manual or otherwise in writing; and **(b)** maintain an adequate balance in your bank account at all times to pay by electronic means the charges that you owe under this Agreement. If we elect to use ACH withdrawal to sweep payment of fees, then you will not be required to submit a separate payment to us unless you do not maintain sufficient funds to pay the full amount due. In addition to any other remedies that may be available to us, should there be insufficient funds in your account at the time of the attempted ACH withdrawal, you agree to pay all bank related fees incurred by us plus an additional $250 to cover our administrative expenses in responding.

4.3.3 You acknowledge and agree that your obligations to make full and timely payment of Royalty Fees and Marketing Fund Contributions (and all other sums due to us) are absolute, unconditional, fully-earned (by us), and due when you are open and in operation.

4.3.4 You agree that you will not, for any reason, delay or withhold the payment of any amount due to us under this Agreement; put into escrow any payment due to us; set-off payments due to us against any claims or alleged claims that you may allege against us, the Marketing Fund, the Regional Fund, affiliates, suppliers, or others.

4.3.5 You agree that if you do not provide us, as requested, with access to your computer system to obtain sales information or, if we require pursuant to Section 12.1.4 below or otherwise, printed and signed sales reports, then we will have the right to impute your sales for any period using (among other things) your sales figures from any Week(s) that we choose (which may be those with your highest grossing sales), and that you agree to pay the royalties on that amount (whether by check or by our deduction of that amount from your direct debit account).

4.3.6 You agree that you will not, whether on grounds of alleged non-performance by us or others, withhold payment of any fee, including, without limitation, Royalty Fees, or Marketing Fund Contributions, nor withhold or delay submission of any reports due under this Agreement.

4.4 *No Subordination*. You agree: **(a)** not to subordinate to any other obligation your obligation to pay us the royalty fee and/or any other amount payable to us, whether under this Agreement or otherwise; and **(b)** that any such subordination commitment that you may give without our prior written consent will be null and void.

4.5 *Late Payment*. If we do not receive any payment due under this Agreement (and if the appropriate marketing fund does not receive payment due) on or before the due date, then that amount will be deemed overdue. If any payment is overdue, then you agree to pay us, in addition to the overdue amount, interest on the overdue amount from the date it was due until paid, at the rate of eighteen percent (18%) per annum (but not more than the maximum rate permitted by law, if any such maximum rate applies). Our entitlement to interest will be in addition to any other remedies we may have. Any report that we do not receive on or before the due date will also be deemed overdue.

4.6 *Other Funds Due*. You agree to pay us, within ten (10) days of our written request (which is accompanied by reasonable substantiating material), any amounts that we have paid, that we have become obligated to pay, and/or that we choose to pay on your behalf.

4.7 *Index*. We have the right to adjust, for inflation, the fixed-dollar amounts under this Agreement (except for the Initial Franchise Fee) once a year to reflect changes in the Index from the year in which you signed this Agreement. For the purpose of this Section 4.8, the term "**Index**" means the Consumer Price Index as published by the U.S. Bureau of Labor Statistics ("**BLS**") (1982-84=100; all items; CPI-U; all urban consumers). If the BLS no longer publishes the Index, then we will have the right to designate a reasonable alternative measure of inflation.

5 FRANCHISED BUSINESS LOCATION, CONSTRUCTION AND RENOVATION

5.1 *Opening Deadline.* You are responsible for purchasing, leasing, or subleasing a suitable site for the Franchised Business. You agree to establish the Franchised Business and have it open and in operation at the earlier of: **(a)** six (6) months after we have approved of the Accepted Location; and **(b)** nine (9) months after the Effective Date of this Agreement. **Time is of the essence.**

5.2 *Site for the Restaurant*. As provided in Section 1.2 above, if you do not have (and we have not approved in writing) a location for the Restaurant as of the Effective Date, then you must find and obtain the right to occupy (by lease, sublease, or acquisition of the property) premises that we find acceptable to serve as your Restaurant, all in accordance with the Site Selection Addendum.

5.3 *Our Review and Your Responsibilities*. Any reviews that we conduct is for our benefit only. In addition:

5.3.1 You acknowledge and agree that our review and even our approval of a site, lease, sublease, design plans or renovation plans for the Restaurant does not constitute a recommendation, endorsement, or guarantee of the suitability of that location or the terms of the lease, or sublease, or purchase agreement.

5.3.2 You agree to take all steps necessary to determine for yourself whether a particular location and the terms of any lease, sublease, or purchase agreement for the site are beneficial and acceptable to you. Additionally, no matter to what extent (if any) that we participate in any lease or purchase negotiations, discussions with the landlords or property owners, and/or otherwise in connection with reviewing the lease or purchase agreement, you have to make the final decision as to whether or not the proposed contract is sensible for your business, and the final decision as to whether or not to sign the lease or purchase agreement is yours, and we will not be responsible for the terms and conditions of your lease or purchase agreement.

5.3.3 You acknowledge and agree that: **(a)** any standard layout and equipment plans that we provide to you, as well as any review and comments that provide to the plans that you develop for your Restaurant, are not meant to address the requirements of any Operating Codes (as defined in Section 8.7 below); **(b)** our standard plans or comments to your modified plans, will not reflect the requirements of, nor may they be used for, construction drawings or other documentation that you will need in order to obtain permits or authorization to build a specific Restaurant; **(c)** you will be solely responsible to comply with all local laws, requirements, architectural needs, and similar design and construction obligations associated with the site, at your expense; and **(d)** our review, comment, and acceptance of your plans will be limited to reviewing those plans to assess compliance with our standards (including issues such as trade dress, presentation of Proprietary Marks, and the provision to the potential customer of certain products and services that are central to the purpose, atmosphere, and functioning of "Juici Patties" Restaurants).

5.3.4 We will not review nor may our approval be deemed to address whether or not you have complied with any of the Operating Codes, including provisions of the Americans with Disabilities Act (the "**ADA**"); and you acknowledge and agree that compliance with such laws is and will be your sole responsibility.

5.4 *Lease Review.* You agree to provide us with a copy of the proposed lease, sublease, or purchase agreement for the Accepted Location, and you agree not to enter into that lease, sublease, or purchase agreement until you have received our written acceptance. We have the right to condition our approval of the lease, sublease, or purchase agreement upon the inclusion of terms that we find acceptable and that are consistent with our rights and your responsibilities under this Agreement, including, that you and the landlord execute a Lease Rider in the form attached to this Agreement as Exhibit H. You also agree to provide us with a copy of the fully signed lease, including a signed lease rider, before you begin construction or renovations as the Accepted Location.

5.5 *Preparing the Site.* You agree that promptly after obtaining possession of the Accepted Location, you will do all of the following things:

5.5.1 obtain all required zoning permits, all required building, utility, health, sign permits and licenses, and any other required permits and licenses (including but not limited to a permit to allow you to operate a bar and to serve beer, wine, and other alcoholic beverages);

5.5.2 purchase or lease equipment, fixtures, furniture, and signs as required under this Agreement (including the specifications we have provided in writing, whether in the Brand Standards Manual or otherwise);

5.5.3 complete the construction and/or remodeling as described in Section 5.6 below, and installation of all equipment, fixtures, furniture, and signs and decorating of the Franchised Business in full and strict compliance with plans and specifications for the Franchised Business that we have approved in writing, as well as all applicable ordinances, building codes and permit requirements;

5.5.4 obtain all customary contractors' partial and final waivers of lien for construction, remodeling, decorating and installation services; and

5.5.5 purchase an opening inventory of Products and other materials and supplies.

5.6 *Construction or Renovation*. In connection with any construction or renovation of the Franchised Business (and before you start any such construction or renovation) you agree to comply, at your expense, with all of the following requirements, which you agree to satisfy to our reasonable satisfaction:

5.6.1 You agree to employ a qualified, licensed architect or engineer who is reasonably acceptable to us to prepare, for our approval, preliminary architectural drawings and equipment layout and specifications for site improvement and construction of the Franchised Business based upon standard layout, design and image specifications we will furnish in the Brand Standards Manual (depending on whether your Franchised Business will be operated in a stand-alone facility, and end-cap, or as a retro-fit of an existing building). The materials that you submit to us must include a description of any modifications to our specifications (including requirements for dimensions, interior and exterior design and layout, equipment, fixtures, furnishings, signs, and decorating materials) required for the development of a Franchised Business. Our approval will be limited to conformance with our standard image specifications and layout, and will not relate to your obligations with respect to any applicable Operating Codes, including the ADA. After we have responded to your preliminary plans and you have obtained any permits and certifications, you agree to submit to us, for our prior written approval, final architectural drawings, plans and specifications. We will not unreasonably withhold our approval of your adapted plans, provided that such plans and specifications conform to our general criteria. Once we have approved those final plans, you cannot later change or modify the plans without our prior written consent.

5.6.2 You agree to comply with all Operating Codes, including the applicable provisions of the ADA regarding the construction and design of the Franchised Business. Additionally, before opening the Franchised Business, and after any renovation, you agree to execute and deliver to us an ADA Certification in the form attached to this Agreement as Exhibit E, to certify that the Franchised Business and any proposed renovations comply with the ADA.

5.6.3 You are solely responsible for obtaining (and maintaining) all permits and certifications (including, zoning permits, licenses, construction, building, utility, health, sign permits and licenses) which may be required by state or local laws, ordinances, or regulations (or that may be necessary or advisable due to any restrictive covenants relating to your location) for the lawful construction and operation of the Franchised Business. You must certify in writing to us that all such permits and certifications have been obtained.

5.6.4 You agree to employ a qualified licensed general contractor who is reasonably acceptable to us to construct the Franchised Business and to complete all improvements.

5.6.5 You agree to obtain (and maintain) during the entire period of construction the insurance required under Section 15 below; and you agree to deliver to us such proof of such insurance as we may reasonably require.

5.7 *Pre-Opening*. Before opening for business, you agree to meet all of the pre-opening requirements specified in this Agreement, the Brand Standards Manual, and/or that we may otherwise specify in writing.

5.8 *Reporting Development Costs*. Within ninety (90) days after the Franchised Business first opens for business, you agree to give us a full written breakdown of all costs associated with the development and construction of the Franchised Business, in the form that we may reasonably find acceptable or that we may otherwise require.

6 OPERATING OWNER, PERSONNEL, AND TRAINING

6.1 *Operating Owner and Management*.

6.1.1 If you are an entity, you must have an individual owner serve as your "**Operating Owner**." The Operating Owner must supervise the operation of the Franchised Business and must own at least fifty-five percent (55%) of the voting and ownership interests in the franchisee entity, unless you obtain our prior written approval for the Operating Owner to hold a smaller interest. The Operating Owner must have qualifications reasonably acceptable to us to serve in this capacity, complete our training program as described below, must have authority over all business decisions related to the Franchised Business, must have the power to bind you in all dealings with us, and must have signed and delivered to us the Guarantee, Indemnification, and

Acknowledgement attached to this Agreement as Exhibit B. You may not change the Operating Owner without our prior written approval.

6.1.2 You must inform us in writing whether the Operating Owner will assume full-time responsibility for the daily supervision and operation of the Franchised Business. If not, then you must employ a full-time Operating Manager (a "**Operating Manager**") who is suitably qualified for that position, and who will assume responsibility for the daily operation of the Franchised Business. You must at all times employ at least one (1) general manager and at least one (1) assistant manager in the Franchised Business throughout the term of this Agreement, who have successfully completed, to our satisfaction, our initial training program and any additional training that we may require of such persons. The person who serves as your Operating Manager must own at least fifty-five percent (55%) of the voting and ownership interests in the franchisee entity (at least during her or his employment in the capacity as your Operating Manager.)

6.1.3 The Franchised Business must at all times be under the active full-time management of either Operating Owner or Operating Manager (who must have successfully completed our initial training program to our satisfaction.

6.1.4 The term "**Specially Trained Management Personnel**" is agreed to mean the Operating Owner, the Operating Manager, your initial general manager, your initial assistant manager, your initial shift managers, and any other individuals who have successfully completed our initial and ongoing training requirements and possess the qualifications necessary to the management and/or service roles that each such person will perform in operating the Franchised Business.

6.2 *Initial Management Training*.

6.2.1 Owners Training. The Operating Owner and your Operating Manager must attend and successfully complete, to our satisfaction, the owners' training program that we offer at our headquarters or another location that we specify.

6.2.2 Brand Management Training.

6.2.2.1 The Operating Manager, your initial general manager, your initial assistant manager, and your initial shift managers must attend and successfully complete, to our satisfaction, the brand management training program that we offer at our headquarters or another location that we specify. (Your Operating Manager will train your subsequently hired general managers, assistant managers, and shift managers, except as noted in Section 6.2.2.2 below.)

6.2.2.2 You may send up to four (4) individuals (including the Specially Trained Management Employees) to the initial training program. If you ask to send more than four (4) individuals to the initial training program, and for each replacement training for a Specially Trained Management Employee who did not successfully complete, to our satisfaction, the initial training program, you agree to pay us a training fee in the amount of Three Thousand Five Hundred

Dollars ($3,500) for each individual to be trained, with payment to be made in full before training starts.

6.3 *Additional Obligations and Terms Regarding Training*.

6.3.1 If for any reason your Operating Owner and/or Operating Manager ceases active management or employment at the Franchised Business, or if we revoke the certification of your Operating Owner or your Operating Manager to serve in that capacity, then you agree to enroll a qualified replacement (who satisfies the requirements of Section 6.1.2 above to serve in that capacity) in our initial training program within thirty (30) days after the former individual ended his/her full time employment and/or management responsibilities. The replacement must attend and successfully complete the initial management training program, to our reasonable satisfaction, as soon as it is practical to do so. You agree to pay us a training fee in the amount of Three Thousand Five Hundred Dollars ($3,500) for each individual who attends replacement training pursuant to this Section 6.3.1, with payment to be made in full before training starts.

6.3.2 We may require that you and your Specially Trained Management Employees attend such refresher courses, seminars, and other training programs at a location designated by us, as we may reasonably require periodically.

6.3.3 We may require you to enroll each of your employees in web-based training programs relating to the Products and services that each will assist in providing to customers of the Restaurant.

6.3.4 All of your trainees must sign and deliver to us a personal covenant of confidentiality in substantially the form of Exhibit F to this Agreement.

6.3.5 Training Costs and Expenses.

6.3.5.1 We will bear the cost of providing the instruction and required materials, except as otherwise provided in Sections 6.2 and 6.4 of this Agreement.

6.3.5.2 You agree to bear all expenses incurred in connection with any training, including the costs of transportation, lodging, meals, wages, benefits, and worker's compensation insurance for you and your employees.

6.3.5.3 You also agree to cover all of your employees at all times (including the pre-opening period, and including those attending training) under the insurance policies required in Section 15 below.

6.3.5.4 We have the right to reduce the duration or content of the training program for any trainee who has prior experience with our System or in similar businesses.

6.4 *Additional On-Site Training*. You may ask us to provide on-site training in addition to that which we will provide to you in connection with the initial training program and/or the opening of the Franchised Business, and if we are able to do so, then you agree to pay us our then-current per diem training charges as well as our out-of-pocket expenses. Additionally, if we determine that you are not operating the Franchised Business in accordance with our standards as set forth in the Brand Standards Manual, we may place you in default of this Agreement and/or require you and/or your employees to complete additional training at the Franchised Business or a location that we designate, at your expense, which will include our then-current per diem training charges and our out-of-pocket expenses for any training conducted at your Franchised Business.

6.5 *Conventions and Meetings*. You agree to attend the conventions and meetings that we may periodically require and to pay a reasonable fee (if we charge a fee) for each person who is required to attend (and, if applicable, additional attendees that you choose to send as well). You will also be responsible for all of the other costs of attendance, including travel, room and board, and your employees' wages, benefits, and other expenses.

7 PURCHASING AND SUPPLY OF PRODUCTS

7.1 *Products*. You agree to buy all Products, ingredients, equipment, furniture, supplies, materials (including packaging, paper products, t-shirts, and other apparel), and other products and services used (or offered for sale) at the Restaurant only from suppliers for whom we have given you our prior written approval (and whom we have not subsequently disapproved). In this regard, the parties further agree:

7.1.1 In determining whether we will approve any particular supplier, we will consider various factors, including: **(a)** whether the supplier can demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards and specifications for such items; **(b)** whether the supplier has adequate quality controls and capacity to supply your needs promptly and reliably; **(c)** whether approval of the supplier would enable the System, in our sole opinion, to take advantage of marketplace efficiencies; and/or **(d)** whether the supplier will sign a confidentiality agreement and a license agreement in the form that we may require (which may include a royalty fee for the right to use our Proprietary Marks and any other proprietary rights, recipes, and/or formulae).

7.1.2 For the purpose of this Agreement, the term "**supplier**" includes, but is not limited to, manufacturers, distributors, resellers, and other vendors.

7.1.2.1 You acknowledge and agree that we have the right to appoint only one supplier for any particular Product or item (which may be us or one of our affiliates).

7.1.2.2 If the alcoholic beverage laws that apply to your Franchised Business so require, then nothing in this Agreement will require you to purchase alcoholic beverages (including beer and wine) from a supplier that we have approved or designated.

7.1.3 You agree to offer and sell only Products and Services at the Franchised Business. You may not offer or sell anything at the Franchised Business that is not a Service or a Product.

7.1.4 If you want to buy any Products or any item from an unapproved supplier (except for proprietary items, which are addressed in Section 7.2 below), then you must first submit a written request to us asking for our prior written approval. You agree not to buy from any such supplier unless and until we have given you our prior written consent to do so. We have the right to require that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered, either to us or to an independent laboratory that we have designated for testing. You (or the supplier) may be required to pay a charge, not to exceed the reasonable cost of the inspection, as well as the actual cost of the test. We have the right to also require that the supplier comply with such other requirements that we have the right to designate, including payment of reasonable continuing inspection fees and administrative costs and/or other payment to us by the supplier on account of their dealings with you or other franchisees, for use of our trademarks, and for services that we may render to such suppliers. We also reserve the right, at our option, to periodically re-inspect the facilities and products of any such approved supplier and to revoke our approval if the supplier does not continue to meet any of our then-current criteria. We are not required to approve any particular supplier, nor to make available our standards, specifications, or formulas to prospective suppliers, which we have the right to deem confidential.

7.1.5 You agree we have the right to establish one or more strategic alliances or preferred vendor programs with one or more nationally or regionally-known suppliers that are willing to supply all or some "Juici Patties" Restaurants with some or all of the products and/or services that we require for use and/or sale in the development and/or operation of "Juici Patties" Restaurants, notwithstanding anything to the contrary contained in this Agreement. In this event, we may limit the number of approved suppliers with whom you may deal, designate sources that you must use for some or all Products and other products and services, and/or refuse any of your requests if we believe that this action is in the best interests of the System or the network of "Juici Patties" Restaurants. We have the right to approve or disapprove of the suppliers who may be permitted to sell Products to you. Any of our affiliates that sell products to you will do so at our direction. If you are in default of this Agreement, we reserve the right to direct our affiliates not to sell products to you, or to withhold certain discounts which might otherwise be available to you.

7.1.6 You acknowledge and agree that we have the right to collect and retain all manufacturing allowances, marketing allowances, rebates, credits, monies, payments, or benefits (collectively, "**Allowances**") offered by suppliers to you or to us (or our affiliates) based upon your purchases of Products and other goods and services. These Allowances include those based on purchases of Products, other products, paper goods, ink, and other items (such as packaging). You assign to us or our designee all of your right, title and interest in and to any and all such Allowances and authorize us (or our designee) to collect and retain any or all such Allowances without restriction.

7.1.7 If we require you to offer and sell items that bear our Proprietary Marks, or to use items that bear our Proprietary Marks, then you must buy, use, and sell only the items that we require, and you must buy those items only from our approved suppliers.

7.2 *Proprietary Items*. You acknowledge and agree that: **(a)** we have the right to require that certain items that you offer at the Franchised Business must be produced in accordance with our proprietary standards and specifications (and/or those of our affiliates), and that such items are our proprietary products; and **(b)** we have the right to require that you purchase and offer branded non-proprietary private-label products at your Restaurant. In order to maintain the high standards of quality and uniformity associated with proprietary items, and other Products and packaging bearing the Proprietary Marks, you agree to purchase those proprietary items and Products, as well as any packaging bearing the Proprietary Marks (and any other products we may now or in the future designate), only from us, our affiliates, and/or our approved suppliers, and not to offer or sell any other such products at or from the Franchised Business. We have the right to determine whether any particular item will be a "**proprietary item**."

7.3 *Use of the Marks*. You must require all marketing materials, signs, decorations, paper goods (including, without limitation, and all forms and stationery used in the Franchised Business), and other items which we may designate to bear the Proprietary Marks in the form, color, location, and manner we prescribe (and subject to our prior written approval, for example as provided in Section 13.9 below).

7.4 *Manufacturing*. You agree that you will not manufacture any items in the Franchised Business, including products that we have otherwise authorized and approved for production.

8 YOUR DUTIES

In addition to all of the other duties specified in this Agreement, for the sake of brand enhancement and protection, you agree to all of the following:

8.1 *Importance of Following Standards*. You understand and acknowledge that every detail of the Franchised Business is important to you, to us, and to other "Juici Patties" franchisees and licensees in order to develop and maintain high operating standards, to provide superior customer service to customers and participants, to increase the demand for the Products and services sold, by all franchisees, and to protect and enhance the reputation and goodwill associated with our brand.

8.2 *Opening*. In connection with the opening of the Franchised Business:

8.2.1 You agree to conduct, at your expense, such promotional and marketing activities as we may require.

8.2.2 You agree to open the Franchised Business by the date specified in Section 5.1 above. Subject to availability and scheduling, we will send a representative to attend the opening; and you agree not to open the Franchised Business without our representative present. If we cannot provide our representative on the date that you propose to first open the Franchised Business for business, then you must reschedule such opening to a date on which our representative can be in attendance; provided, that we will not unreasonably delay opening of the Franchised Business due to these considerations.

8.2.3 You will not open the Franchised Business until we have determined that all construction has been substantially completed, and that such construction conforms to our standards, including to materials, quality of work, signage, decor, paint, and equipment, and we have given you our prior written approval to open, which we will not unreasonably withhold.

8.2.4 You agree not to open the Franchised Business until the Specially Trained Management Employees have successfully completed all training that we require, and not until you have hired and trained to our standards a sufficient number of employees to service the anticipated level of the Franchised Business's customers.

8.2.5 In addition, you agree not to open the Franchised Business until the Initial Franchise Fee and any other amounts due to us (and our affiliates) under this Agreement or any other agreements have been paid.

8.3 *Staffing*.

8.3.1 You agree to maintain a competent, conscientious staff in numbers sufficient to promptly service customers and to comply with staffing and service criteria, which may include without limitation specified positions that we may designate from time to time as necessary or appropriate for providing quality customer experience according to our standards. We will provide our requirements for service/function positions that we may establish from time to time and which will be set forth in our Brand Standards Manuals.

8.3.2 For the sake of efficiency and to enhance and protect our brand you and your staff must, at all times, cooperate with us and with our representatives, and conduct the operation of the business in a first-class and professional manner in terms of dealing with customers, vendors, and our staff as well. We will have the ongoing right to approve or disapprove of the service of individuals in your Franchised Business as to the functions that they play in your business (including the Specially Trained Management Personnel); if any time at all, we determine that such an individual does not continue to meet our criteria for such function(s), you agree to remove him/her from the that role we disapprove (but you understand and agree that our disapproval of him/her in that function(s) is not meant to, and should not be construed as, any instruction or demand on our part that the individual should be dismissed as an employee).

8.3.3 Your employees must comply with such standards as we may require, which may include use of branded (or other "**uniform**") apparel, dress codes, and the requirement that your employees otherwise identify themselves with the Proprietary Marks and other manifestations of the brand that we specify (whether in the Brand Standards Manual or otherwise in writing) while working for the Franchised Business. We may also require that you and your employees comply with personal appearance standards (including dress code, footwear, hair color, body art, piercing, food safety requirements, sanitation and personal hygiene, foundation garments, personal displays at work stations, etc.).

8.3.4 Although we will neither require nor monitor how you do so, you agree to develop, cultivate, and at all times maintain a cooperative, cordial, respectful, and professional work environment for your staff and among all of the owners of the Franchised Business

8.4 *Operation According to Our Standards.* To insure that the highest degree of quality and service is maintained, you agree to operate your Franchised Business in strict conformity with such methods, standards, and specifications that we may periodically require in the Brand Standards Manual or otherwise in writing. In this regard, you agree to do all of the following:

8.4.1 You agree to maintain in sufficient supply, and to use at all times only the items, products, equipment, services, materials, and supplies that meet our written standards and specifications, and you also agree not to deviate from our standards and specifications by using or offering any non-conforming items without our specific prior written consent.

8.4.2 You agree: **(a)** to sell or offer for sale only those Services, items, and Products using the standards and techniques that we have approved in writing for you to offer and use at your Franchised Business; **(b)** to sell or offer for sale all Services, items, and Products using the standards and techniques that we specify in writing; **(c)** not to deviate from our standards and specifications; **(d)** to stop using and offering for use any Services or Products that we at any time disapprove in writing (recognizing that we have the right to do so at any time); and **(e)** that if you propose to deviate (or if you do deviate) from our standards and specifications, whether or not we have approved the deviation, that deviation will become our property.

8.4.3 You agree to permit us, or our agents, at any reasonable time, to inspect the Products, equipment and to remove samples of items or Products, without payment, in amounts reasonably necessary for testing by us or an independent third party to determine whether the Products, equipment, or samples meet our then-current standards and specifications. In addition to any other remedies we may have under this Agreement, we may require you to bear the cost of such testing if we had not previously approved the supplier of the item or if the sample fails to conform to our specifications.

8.4.4 You agree to buy and install, at your expense, all fixtures, furnishings, equipment, decor, and signs as we may specify, and to periodically make upgrades and other changes to such items at your expense as we may reasonably request in writing. Without limiting the above, you acknowledge and agree that changes in our System standard may require you to purchase new and/or additional equipment for use in the Franchised Business.

8.4.5 You agree not to install or permit to be installed on or about the premises of the Franchised Business, without our prior written consent, any fixtures, furnishings, equipment, machines, décor, signs, or other items that we have not previously in writing approved as meeting our standards and specifications.

8.4.6 You agree to immediately notify us in writing if you or any of your Principals are arrested for and/or convicted of a felony, a crime involving moral turpitude, or any other crime or offense that is likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or our interest therein.

8.4.7 You agree to purchase or lease, and use, the music system and playlist that we require, and pay the fees to the licensing organization associated with playing that music.

8.4.8 You agree to follow the requirements of applicable law and our requirements (to the extent that they are more stringent than applicable law) with respect to verification that patrons (direct and indirect) are eligible to purchase alcoholic beverages under applicable law and our standards (including technological solutions that we have the right to periodically designate). You agree to deny alcoholic service to any patron (direct and indirect) that you determine to be inebriated or likely to cause injury to him/herself or any other person.

8.5 *Use of the Premises.* You may use the Accepted Location only for the purpose of operating the Franchised Business and for no other and for no other purpose. This includes your agreement not to : **(a)** co-brand or permit any other business to operate at the Accepted Location; **(b)** permit any other party to use your Accepted Location as a food preparation facility and/or kitchen (including cloud kitchens, dark kitchens, ghost kitchens, and otherwise); and/or **(c)** permit any of the staff (including management) that work in your Franchised Business to also work in another foodservice business operated in the same facility and/or a contiguous setting.

8.6 *Hours and Days of Operation.* You agree to keep the Franchised Business open and in normal operation for such hours and days as we may periodically specify in the Brand Standards Manual or as we may otherwise approve in writing.

8.7 *Health Standards and Operating Codes*. You agree to meet and maintain the highest health standards and ratings applicable to the operation of the Franchised Business. You agree to fully and faithfully comply with all Operating Codes applicable to your Franchised Business. You will have the sole responsibility to fully and faithfully comply with any Operating Codes, and we will not review whether you are in compliance with any Operating Codes. The term "**Operating Codes**" means applicable federal, state, and local laws, codes, ordinances, and/or regulations that apply to the Services, Products, construction and design of the Restaurant and other aspects of operating the Franchised Business, including the ADA.

8.7.1 You agree to send us, within two (2) days of your receipt, a copy of all inspection reports, warnings, citations, certificates, and/or ratings resulting from inspections conducted by any federal, state, or municipal agency with jurisdiction over the Franchised Business.

8.7.2 You must also obtain and maintain during the term of this Agreement all licenses and approvals from any governmental or regulatory agency required for the operation of the Franchised Business or provision of the Services you will offer, sell, and provide. Where required, you must obtain the approval of any regulatory authority with jurisdiction over the operation of your Franchised Business.

8.7.3 You acknowledge that we will have no liability to you or any regulatory authority for any failure by you to obtain or maintain during the term of this Agreement any necessary licenses or approvals required for the operation of the Franchised Business.

8.8 *Your Franchised Business:*

8.8.1 *Franchised Business Condition, Maintenance.* You agree that at all times, you will maintain the Franchised Business in a high degree of sanitation, repair, and condition. In addition, you agree to make such repairs and replacements to the Restaurant as may be required for that purpose (but no others without our prior written consent), including the periodic repainting or replacement of obsolete signs, furnishings, equipment, and decor that we may reasonably require. You also agree to obtain maintenance services from qualified vendors for any printing or related equipment as we may specify and maintain those service agreements at all times. Your maintenance and upkeep obligations under this Section 8.8,1 are separate from those with respect to periodic upgrades that we may require regarding fixtures, furnishings, equipment, decor, and signs, and Section 8.8.2 below with respect to Remodeling.

8.8.2 *Remodeling*. In addition to the maintenance and upkeep obligations requirements under Section 8.8.1 above, you agree to refurbish the Franchised Business at your expense to conform to our then-current building design, exterior facade, trade dress, signage, furnishings, decor, color schemes, and presentation of the Proprietary Marks in a manner consistent with the then-current image for new "Juici Patties" Restaurants, including remodeling, redecoration, and modifications to existing improvements, all of which we may require in writing (collectively, "**Remodeling**"). In this regard, the parties agree that:

8.8.2.1 You will not have to conduct a Remodeling more than once every five (5) years during the term of this Agreement (and not in an economically unreasonable amount); provided, however, that we may require Remodeling more often if Remodeling is required as a pre-condition to renewal (as described in Section 2.2.2 above); and

8.8.2.2 You will have six (6) months after you receive our written notice within which to complete Remodeling.

8.9 *Use of the Marks*. You will require all marketing and promotional materials, signs, decorations, merchandise, any and all replacement trade dress products, and other items that we may designate to bear our then-current Proprietary Marks and logos in the form, color, location, and manner that we have then-prescribed.

8.10 *If You Are an Entity:*

8.10.1 *Corporation*. If you are a corporation, then you agree to: **(a)** confine your activities, and your governing documents will at all times provide that your activities are confined, exclusively to operating the Franchised Business; **(b)** maintain stop transfer instructions on your records against the transfer of any equity securities and will only issue securities upon the face of which a legend, in a form satisfactory to us, appears which references the transfer restrictions imposed by this Agreement; **(c)** not issue any voting securities or securities convertible into voting securities; and **(d)** maintain a current list of all owners of record and all beneficial owners of any class of voting stock of your company and furnish the list to us upon request.

8.10.2 *Partnership/LLP*. If you are a general partnership, a limited partnership, or a limited liability partnership (LLP), then you agree to: **(a)** confine your activities, and your governing documents will at all times provide that your activities are confined, exclusively to operating the Franchised Business; **(b)** furnish us with a copy of your partnership agreement as well as such other documents as we may reasonably request, and any amendments thereto; **(c)** prepare and furnish to us, upon request, a current list of all of your general and limited partners; and **(d)** consistent with the transfer restrictions set out in this Agreement, maintain instructions against the transfer of any partnership interests without our prior written approval.

8.10.3 *LLC*. If you are a limited liability company (LLC), then you agree to: **(a)** confine your activities, and your governing documents will at all times provide that your activities are confined, exclusively to operating the Franchised Business; **(b)** furnish us with a copy of your articles of organization and operating agreement, as well as such other documents as we may reasonably request, and any amendments thereto; **(c)** prepare and furnish to us, upon request, a current list of all members and managers in your LLC; and **(d)** maintain stop transfer instructions on your records against the transfer of equity securities and will only issue securities upon the face of which bear a legend, in a form satisfactory to us, which references the transfer restrictions imposed by this Agreement.

8.10.4 *Guarantees*. You agree to obtain, and deliver to us, a guarantee of your performance under this Agreement and covenant concerning confidentiality and competition, in the form attached as Exhibit B, from each current and future direct and indirect: **(a)** shareholder of a corporate Franchisee; **(b)** member of a limited liability company Franchisee; **(c)** partner of a partnership Franchisee; and/or **(d)** partner of a limited liability partnership Franchisee.

8.11 *Quality-Control and Customer Survey Programs.* We may periodically designate an independent evaluation service to conduct a “mystery shopper,” “customer survey,” and/or similar quality-control and evaluation programs with respect to “Juici Patties” Restaurants. You agree to participate in such programs as we require, and promptly pay the then-current charges of the evaluation service. If you receive an unsatisfactory or failing report in connection with any such program, then you agree to: **(a)** immediately implement any remedial actions we require; and **(b)** reimburse us for the expenses we incur as a result thereof (including the cost of having the evaluation service re-evaluate the Franchised Business, our inspections of the Franchised Business, and other costs or incidental expenses).

8.12 *Prices*. You agree that we may set reasonable restrictions on the maximum and minimum prices you may charge for the Products and Services offered and sold at the Restaurant under this Agreement. You will have the right to set the prices that you will charge to your customers; provided, however, that (subject to applicable law): **(a)** if we have established a maximum price for a particular item, then you may charge any price for that item up to and including the maximum price we have established; and **(b)** if we have established a minimum price for a particular item, then you may charge any price for that item that is equal to or above the minimum price we have established.

8.13 *Environmental Matters*. We are committed to working to attain optimal performance of “Juici Patties” Restaurants with respect to environmental, sustainability, and energy performance. Both parties recognize and agree that there are changing standards in this area in terms of applicable law, competitors’ actions, consumer expectations, obtaining a market advantage, available and affordable solutions, and other relevant considerations. In view of those and other considerations, as well as the long-term nature of this Agreement, you agree that we have the right to periodically set reasonable standards with respect to environmental, sustainability, and energy for the System through the Brand Standards Manual, and you agree to abide by those standards.

8.14 *Innovations.* You agree to disclose to us all ideas, concepts, methods, techniques, and products conceived or developed by you, your affiliates, owners and/or employees during the term of this Agreement relating to the development and/or operation of the “Juici Patties” Restaurants. All such products, services, concepts, methods, techniques, and new information will be deemed to be our sole and exclusive property and works made-for-hire for us. You hereby grant to us (and agree to obtain from your affiliates, owners, employees, and/or contractors), a perpetual, non-exclusive, and worldwide right to use any such ideas, concepts, methods, techniques, and products in any businesses that we and/or our affiliates, franchisees and designees operate. We will have the right to use those ideas, concepts, methods, techniques, and/or products without making payment to you. You agree not to use or allow any other person or entity to use any such concept, method, technique, or product without obtaining our prior written approval.

8.15 *Suspending Operation*. You agree to immediately suspend operation of (and close) the Franchised Business if: **(a)** any equipment used, or products or services sold, at the Franchised Business deviate from our standards; **(b)** any equipment used, or products or services sold, at the Franchised Business fail to comply with applicable laws or regulations; and/or **(c)** you fail to maintain the equipment, Franchised Business premises, personnel, or operation of the Franchised Business in accordance with any applicable law or regulations. In the event of such closing, you agree to immediately notify us, in writing, and also remedy the unsafe, or other condition or other violation of the applicable law or regulation. You agree not to reopen the Franchised Business until after we have inspected the Franchised Business premises, and we have determined that you have corrected the condition and that all equipment used, or products or services sold, at the Franchised Business comply with our standards. Our rights under this Section are in addition to any other remedies we may have.

8.16 *Crisis Situation*. In addition to the other requirements of this Agreement:

8.16.1 If an event occurs at the Franchised Business that has or reasonably may cause harm or injury to customers, guests, and/or employees (for example, food spoilage/poisoning, food tampering/sabotage, slip and fall injuries, natural disasters, robberies, shootings, Data Breach, etc.) or may damage the Proprietary Marks, the System, and/or our reputation (collectively a "**Crisis Situation**"), then you agree to: **(a)** immediately contact appropriate emergency care providers to assist in curing the harm or injury; and **(b)** immediately inform us by telephone and in writing of the Crisis Situation. You must refrain from making any internal or external announcements (that is, no communication with the news media) regarding the Crisis Situation (unless otherwise directed by us or public health officials).

8.16.2 We will have the right (but not the obligation) to control the manner in which the Crisis Situation is handled by the parties, including conducting all communication with the news media, providing care for injured persons, and/or temporarily closing the Franchised Business. You agree that, in directing the management of any Crisis Situation, we or our designee will have the right to engage the services of attorneys, experts, doctors, testing laboratories, public relations firms, and other professionals that we deem appropriate, and you agree to reimburse us for our costs if we exercise any of these rights. You and your employees must cooperate fully with us or our designee in our efforts and activities in this regard and will be bound by all further Crisis Situation procedures developed by us from to time hereafter. The indemnification obligations under Section 21.4 will include all losses and expenses that may result from our exercise of the rights granted in this Section 8.17.

9 PROPRIETARY MARKS

9.1 *Our Representations*. We represent to you that we own (or have an appropriate license to) all right, title, and interest in and to the Proprietary Marks, and that we have taken (and will take) all steps reasonably necessary to preserve and protect the ownership and validity in, and of, the Proprietary Marks.

9.2 *Your Agreement*. With respect to your use of the Proprietary Marks, You agree that:

9.2.1 You will use only the Proprietary Marks that we have designated in writing, and you will use them only in the manner we have authorized and permitted in writing; and all items bearing the Proprietary Marks must bear the then-current logo.

9.2.2 You will use the Proprietary Marks only for the operation of the business franchised under this Agreement and only at the location authorized under this Agreement, or in franchisor-approved marketing for the business conducted at or from that location (subject to the other provisions of this Agreement).

9.2.3 Unless we otherwise direct you in writing to do so, you agree to operate and advertise the Franchised Business only under the name "Juici Patties" without prefix or suffix.

9.2.4 During the term of this Agreement and any renewal of this Agreement, you agree to identify yourself (in a manner reasonably acceptable to us) as the owner of the Franchised Business in conjunction with any use of the Proprietary Marks, including, but not limited to, uses on invoices, order forms, receipts, and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Franchised Business or any Vehicle as we may designate in writing.

9.2.5 Your right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of our rights.

9.2.6 You agree not to use the Proprietary Marks to incur any obligation or indebtedness on our behalf.

9.2.7 You agree not to use the Proprietary Marks:

9.2.7.1 as part of your corporate or other legal name;

9.2.7.2 as part of any e-mail address, domain name, social networking site page, or other identification of you in any electronic medium (except as otherwise provided in Section 14.11.3 below); and/or

9.2.7.3 in any human resources (HR) document or materials, including but not limited to job applications, employment agreements, pay checks, pay stubs, and the like.

9.2.8 You agree to: **(a)** comply with our instructions in filing and maintaining requisite trade name or fictitious name (for example, "dba") registrations; and **(b)** execute any documents that we (or our affiliates) deem necessary to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability, including any additional license agreements we may require for use of the Proprietary Marks on the Internet or in other marketing.

9.2.9 With respect to litigation involving the Proprietary Marks, the parties agree that:

9.2.9.1 You agree to promptly notify us of any suspected infringement of the Proprietary Marks, any known challenge to the validity of the Proprietary Marks, or any known challenge to our ownership of, or your right to use, the Proprietary Marks licensed under this Agreement. You agree to communicate only with us, our affiliates, our counsel, or your counsel regarding any such infringement or challenge. You acknowledge that we have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. We will also have the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks.

9.2.9.2 Defense and Costs:

(a) *<u>If Marks Were Used in Accordance with this Agreement</u>*: If you have used the Proprietary Marks in accordance with this Agreement, then we will defend you at our expense against any third party claim, suit, or demand involving the Proprietary Marks arising out of your use thereof, and we agree to reimburse you for your out-of-pocket litigation costs in doing such acts and things (except that you will bear the salary costs of your employees, and we will bear the costs of any judgment or settlement). .

(b) *If Marks Were Used But Not in Accordance with this Agreement*: If you used the Proprietary Marks in any manner that was not in accordance with this Agreement (including our instructions), then we will still defend you, but at your expense, against such third party claims, suits, or demands (including all of the costs of defense as well as the cost of any judgment or settlement). You agree to reimburse us for the cost of such litigation (or, upon our written request, pay our legal fees directly), including reasonable attorneys' fees, court costs, discovery costs, and all other related expenses, as well as the cost of any judgment or settlement.

9.2.9.3 If we undertake the defense or prosecution of any litigation or other similar proceeding relating to the Proprietary Marks, then you agree to sign any and all documents, and do those acts and things that may, in our counsel's opinion, be necessary to carry out the defense or prosecution of that matter (including becoming a nominal party to any legal action).

9.3 *Your Acknowledgements*. You expressly understand and acknowledge that:

9.3.1 We own all right, title, and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them.

9.3.2 The Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System.

9.3.3 Neither you nor any of your owners, principals, or other persons acting on Your behalf will directly or indirectly contest the validity or our ownership of the Proprietary Marks, nor will You, directly or indirectly, seek to register the Proprietary Marks with any government agency (unless we have given You our express prior written consent to do so).

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

9.3.5 Any and all goodwill arising from Your use of the Proprietary Marks shall inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the license granted as part of this Agreement, there will be no monetary amount assigned as attributable to any goodwill associated with your use of our System or of our Proprietary Marks.

9.3.6 The license that we have granted to you under this Agreement to use our Proprietary Marks is not exclusive, and therefore we have the right, among other things:

9.3.6.1 To use the Proprietary Marks ourselves in connection with selling Products and Services;

9.3.6.2 To grant other licenses for the Proprietary Marks, in addition to licenses we may have already granted to you and other licensees; and

9.3.6.3 To develop and establish other systems using the same or similar Proprietary Marks, or any other proprietary marks, and to grant licenses or franchises for those other marks without giving you any rights to those other marks.

9.4 *Change to Marks*. We reserve the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating as part of the System if our currently owned Proprietary Marks no longer can be used, or if we determine, exercising our right to do so, that substitution of different Proprietary Marks will be beneficial to the System. In such circumstances, your right to use the substituted proprietary marks shall be governed by (and pursuant to) the terms of this Agreement.

10 CONFIDENTIAL BRAND STANDARDS MANUAL

10.1 *You Agree to Abide by the Brand Standards Manual*. In order to protect our reputation and goodwill and to maintain high standards of operation under our Proprietary Marks, you agree to conduct your business in accordance with the written instructions that we provide, including the Brand Standards Manual. We will lend to you (or permit you to have access to) one (1) copy of our Brand Standards Manual, only for the term of this Agreement, and only for your use in connection with operating the Franchised Business during the term of this Agreement.

10.2 *Format of the Brand Standards Manual*. We will have the right to provide the Brand Standards Manual in any one or more format that we determine is appropriate (including paper and/or by making some or all of the Brand Standards Manual available to you only in electronic form, such as through an internet website or an extranet), and we may change how we provide the Brand Standards Manual from time to time. If at any time we choose to provide some or all the Brand Standards Manual electronically, you agree to immediately return to us any and all physical copies of the portions of the Brand Standards Manual that we have previously provided to you.

10.3 *We Own the Brand Standards Manual*. The Brand Standards Manual will at all times remain our sole property and you agree to promptly return the Brand Standards Manual when this Agreement expires or if it is terminated.

10.4 *Confidentiality and Use of the Brand Standards Manual*.

10.4.1 The Brand Standards Manual contains our proprietary information and you agree to keep the Brand Standards Manual confidential both during the term of this Agreement and after this Agreement expires and/or is terminated. You agree that, at all times, you will insure that your copy of the Brand Standards Manual will be available at the Franchised Business premises in a current and up-to-date manner. Whenever the Brand Standards Manual is not in use by authorized personnel, you agree to maintain secure access to the Brand Standards Manual at the premises of the Franchised Business, and you agree to grant only authorized personnel (as defined in the Brand Standards Manual) with access to the security protocols for the Brand Standards Manual.

10.4.2 You agree to never make any unauthorized use, disclosure, and/or duplication the Brand Standards Manual in whole or in part.

10.5 *You Agree to Treat Brand Standards Manual as Confidential*. You agree that at all times, you will treat the Brand Standards Manual, any other manuals that we create (or approve) for use in the operation of the Franchised Business, and the information contained in those materials, as confidential, and you also agree to use your best efforts to maintain such information as secret and confidential. You agree that you will never copy, duplicate, record, or otherwise reproduce those materials, in whole or in part, nor will you otherwise make those materials available to any unauthorized person.

10.6 *Which Copy of the Brand Standards Manual Controls*. You agree to keep your copy of the Brand Standards Manual only at the Franchised Business (and as provided in Section 10.4 above) and also to insure that the Brand Standards Manual are kept current and up to date. You also agree that if there is any dispute as to the contents of the Brand Standards Manual, the terms of the master copy of the Brand Standards Manual that we maintain in our home office will be controlling. Access to any electronic version of the Brand Standards Manual will also be subject to our reasonable requirements with respect to security and other matters, as described in Section 14 below.

10.7 *Revisions to the Brand Standards Manual*. We have the right to revise the contents of the Brand Standards Manual whenever we deem it appropriate to do so, and you agree to make corresponding revisions to your copy of the Brand Standards Manual and to comply with each new or changed standard.

10.8 *Modifications to the System*. You recognize and agree that we may periodically change or modify the System and you agree to accept and use for the purpose of this Agreement any such change in the System (which may include, among other things, new or modified trade names, service marks, trademarks or copyrighted materials, new products, new equipment or new techniques, as if they were part of this Agreement at the time when you and we signed this Agreement; provided the financial burden placed upon you is not substantial). You agree to make such expenditures and such changes or modifications as we may reasonably require pursuant to this Section and otherwise in this Agreement.

11 CONFIDENTIAL INFORMATION

11.1 *Confidentiality*.

11.1.1 You agree that you will not, during the term of this Agreement or at any time thereafter, communicate, divulge, or use (for yourself and/or for the benefit of any other person, persons, partnership, entity, association, or corporation) any Confidential Information that may be communicated to you or of which you may be apprised by virtue of your operation under the terms of this Agreement. You agree that you will divulge our Confidential Information only to those of your employees as must have access to it in order to operate the Franchised Business.

11.1.2 Any and all information, knowledge, know-how, and techniques that we designate as confidential will be deemed Confidential Information for purposes of this Agreement, except information that you can demonstrate came to your attention before disclosure of that information by us; or which, at or after the time of our disclosure to you, had become or later becomes a part of the public domain, through publication or communication by another party that has the right to publish or communicate that information.

11.1.3 As used in this Agreement, the term "**Confidential Information**" includes, without limitation, our business concepts and plans, equipment, printing and digital document management methods, operating techniques, marketing methods, processes, vendor information, results of operations and quality control information, financial information, demographic and trade area information, prospective site locations, market penetration techniques, plans, or schedules, the Brand Standards Manuals, customer profiles, preferences, or statistics, itemized costs, franchisee composition, territories, and development plans, and all related trade secrets or other confidential or proprietary information treated as such by us, whether by course of conduct, by letter or report, or by the use of any appropriate proprietary stamp or legend designating such information or item to be confidential or proprietary, by any communication to such effect made before or at the time any Confidential Information is disclosed to you.

11.2 *Consequences of Breach*. You acknowledge and agree that any failure to comply with the requirements of this Section 11 will cause us irreparable injury, and you agree to pay all costs (including, without limitation, reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) that we incur in obtaining specific performance of, or an injunction against violation of, the requirements of this Section 11.

12 ACCOUNTING, FINANCIAL AND OTHER RECORDS, AND INSPECTIONS

12.1 *Accounting Records and Sales Reports*.

12.1.1 With respect to the operation and financial condition of the Franchised Business, for the sake of continuity within the System, we will have the right to designate, and if we do so, then you agree to adopt, the fiscal year and interim fiscal periods that we decide are appropriate for the System.

12.1.2 With respect to the Franchised Business, you agree to maintain for at least seven (7) years during (as well as after) the term of this Agreement (and also after any termination and/or transfer), full, complete, and accurate books, records, and accounts prepared in accordance with generally accepted accounting principles and in the form and manner we have prescribed periodically in the Brand Standards Manual or otherwise in writing, including: **(a)** daily cash reports; **(b)** cash receipts journal and general ledger; **(c)** cash disbursements and weekly payroll journal and schedule; **(d)** monthly bank statements, daily deposit slips and cancelled checks; **(e)** all tax returns; **(f)** supplier's invoices (paid and unpaid); **(g)** dated daily and weekly cash register journals and POS reports in accordance with our standards; **(h)** semi-annual fiscal period balance sheets and fiscal period profit and loss statements; **(i)** operational schedules and weekly inventory records; **(j)** records of promotion and coupon redemption; and **(k)** such other records that we may periodically and reasonably request. You agree to allow us access to review such records as specified below in Section 12.6.

12.1.3 We have the right to specify the accounting software and a common chart of accounts, and, if we do so, you agree to use that software and chart of accounts (and require your bookkeeper and accountant to do so) in preparing and submitting your financial statements to us. We have the right to require you to use only an approved bookkeeping service and an approved independent certified public accountant. You agree to provide to the accounting service provider complete and accurate information that we or the accounting service provider require, and agree that we will have full access to the data and information that you provide to the accounting service provider or through the designated program. Additionally, if you fail to comply with the accounting standards and requirements under this Agreement, we may require that you use an approved independent bookkeeper and/or independent accounting firm and/or services and programs.

12.1.4 Each Week, you agree to submit to us, in the form we specify and/or utilizing our Required Software (defined in Section 14.1.2 below), a sales report for the immediately preceding Week. You agree to submit the report to us by whatever method that we reasonably require (whether electronically through your use of our Required Software or otherwise) for our receipt no later than the times required under Section 4.3 above.

You agree that if do not submit those reports to us in a timely manner, we will have the right to charge you for the costs that we incur in auditing your records.

12.1.5 All of the records required under this Section 12.1 and in Sections 12.2 and 12.3 below must be maintained in digital form, accessible to us and/or or designee (for example, our accountants) remotely and in that digital form, and using a software program or online site (such as "QuickBooks") that we approve, so that the data can be reviewed and/or downloaded to our computer system in a compatible and comparable manner.

12.2 *Financial Statements*.

12.2.1 You agree to provide us, at your expense, and in a format that we reasonably specify, a complete annual financial statement that is prepared on a review basis by an independent certified public accountant (as to whom we do not have a reasonable objection) within ninety (90) days after the end of each fiscal year of the Franchised Business during the term of this Agreement. Your financial statement must be prepared according to generally accepted accounting principles, include a fiscal year-end balance sheet, an income statement of the Franchised Business for that fiscal year reflecting all year-end adjustments, and a statement of changes in your cash flow reflecting the results of operations of the Franchised Business during the most recently completed fiscal year.

12.2.2 In addition, no later than the fourteenth (14th) day after each month (or, if we elect, other periodic time period) during the term of this Agreement after the opening of the Franchised Business, you agree to submit to us, in a format acceptable to us (or, at our election, in a form that we have specified): **(a)** a fiscal period and fiscal year-to-date profit and loss statement and a quarterly balance sheet (which may be unaudited) for the Franchised Business; **(b)** reports of those income and expense items of the Franchised Business that we periodically specify for use in any revenue, earnings, and/or cost summary we choose to furnish to prospective franchisees (provided that we will not identify to prospective franchisees the specific financial results of the Franchised Business); and **(c)** copies of all state sales tax returns for the Franchised Business.

12.2.3 Upon our request, you agree to take a physical inventory of the stock at your Restaurant and to provide us with a written report on the results of that inventory.

12.2.4 You must certify as correct and true all reports and information that you submit to us pursuant to this Section 12.2.

12.2.5 You agree that upon our request, and for a limited period of time, you will provide us (and/or our agents, such as our auditors) with passwords and pass codes necessary for the limited purpose of accessing your computer system in order to conduct the inspections specified in this Section 12. You also agree that you will change all passwords and pass codes after the inspection is completed.

12.3 *Additional Information*. You also agree to submit to us (in addition to the sales reports required pursuant to Section 12.1.4 above), for review or auditing, such other forms, reports, records, information, and data as and when we may reasonably designate, in the form and format, and at the times and places as we may reasonably require, upon request and as specified periodically in the Brand Standards Manual or otherwise in writing, including: **(a)** information in electronic format; **(b)** restated in accordance with our financial reporting periods; **(c)** consistent with our then-current financial reporting periods and accounting practices and standards; and/or **(d)** as necessary so that we can comply with reporting obligations imposed upon us by tax authorities with jurisdiction over the Franchised Business and/or our company. The reporting requirements of this Section 12.3 will be in addition to, and not in lieu of, the electronic reporting required under Section 14 below.

12.4 *PCI Compliance and Credit Cards*. With respect to your acceptance and processing of customer payments by credit and debit cards, you agree to do all of the following:

12.4.1 You agree to maintain, at all times, credit-card relationships with the credit- and debit-card issuers or sponsors, check or credit verification services, financial-center services, merchant service providers, and electronic-fund-transfer systems (together, "**Payment Card Vendors**") that we may periodically designate as mandatory. The term "Payment Card Vendors" includes, among other things, companies that provide services for electronic payment, such as contactless and other near field communication vendors (for example, "Apple Pay" and "Google Wallet").

12.4.2 You agree not to use any Payment Card Vendor for which we have not given you our prior written approval or as to which we have revoked our earlier approval.

12.4.3 We have the right to modify our requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke our approval of any service provider.

12.4.4 You agree to comply with all of our policies regarding acceptance of payment by credit and/or debit cards, including for example minimum purchase requirements for a customer's use of a credit card (we may set these requirements in the Brand Standards Manual).

12.4.5 In addition to the other requirements of this Agreement to provide us with various information and reports, you agree to provide us with the information that we reasonably require concerning your compliance with data and cybersecurity requirements.

12.4.6 You agree to comply with our requirements concerning data collection and protection, as specified in Section 14.3 below.

12.4.7 You agree to comply with the then-current Payment Card Industry Data Security Standards as those standards may be revised and modified by the PCI Security Standards Council, LLC (see www.pcisecuritystandards.org), or any successor organization or standards that we may reasonably specify. Among other things, you agree to implement the enhancements, security requirements, and other standards that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards.

12.5 *Gift Cards and Incentive Programs*. You agree to offer for sale, participate in, and honor for purchases by customers, all gift cards and other incentive or convenience programs that we may periodically institute (including loyalty programs that we or a third party vendor operate, as well as mobile apps, mobile payment, and/or other customer affinity applications; together, "**Customer Apps**"); and you agree to do all of those things in compliance with our standards and procedures for such programs (which may be set out in the Brand Manual or otherwise in writing). You agree to abide by our written standards with respect to gift card residual value. For this purpose, you must purchase the software, hardware, and other items needed to participate in, sell, and process Customer Apps, and to contact with Customer App vendors (including suppliers of gift cards and gift card processing services), as we may specify in writing in the Brand Manual or otherwise. You must also pay the annual and per-transaction fees as may be required by the vendors of the gift card system. You agree not to sell, issue, or redeem coupons, gift certificates and gift cards other than gift cards that we have approved in writing

12.6 *Our Right to Inspect Your Books and Records*. We have the right at all reasonable times to examine, copy, and/or personally review or audit (at our expense) all of your sales receipts, books, records, and sales and income tax returns in person or through electronic access (at our option). We will also have the right, at any time, to have an independent audit made of your books and records. You agree to cooperate with us and our auditors and provide the access and assistance that they may reasonably need in order to implement this Section 12.6. If an inspection should reveal that you have understated any payments in any report to us, then this will constitute a default under this Agreement, and you agree to immediately pay us the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the rate of one and one-half percent (1.5%) per month (but not more than the maximum rate permitted by law, if any such maximum rate applies). If we conduct an inspection because you did not timely provide sales reports to us, or if an inspection discloses that you understated your sales, in any report to us (and/or underpaid your royalties), by two percent (2%) or more, or if you did not maintain and/or provide us with access to your records, then you agree (in addition to paying us the overdue amount and interest) to reimburse us for any and all costs and expenses we incur in connection with the inspection (including travel, lodging and wages expenses, and reasonable accounting and legal costs). These remedies will be in addition to any other remedies we may have. We may exercise our rights under this Section 12 directly or by engaging outside professional advisors (for example, a CPA) to represent us.

12.7 *Operational Inspections*. In addition to the provisions of Section 12.6 above, you also grant to us and our agents the right to enter upon the Franchised Business premises at any reasonable time for the purpose of conducting inspections, for among other purposes, preserving the validity of the Proprietary Marks, and verifying your compliance with this Agreement and the policies and procedures outlined in the Brand Standards Manual. You agree to cooperate with our representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from us or from our agents (and without limiting our other rights under this Agreement), you agree to take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. You further agree to pay us our then-current per diem fee for our representative(s) and to reimburse us for our reasonable travel expenses if additional inspections at the Franchised Business are required when a violation has occurred and you have not corrected the violation, or if you did not provide us with your records or access to your records upon reasonable request that is permitted under this Agreement.

13 MARKETING

13.1 *Marketing Activities and Funds*. For each Week during the term of this Agreement, you agree to contribute and/or expend an amount equal to up to four percent (4%) of Gross Sales to be allocated in the manner described in Section 13.2 below (the "**Marketing Fund Contribution**"). You agree to pay the Marketing Fund Contribution in the manner and at the times required under Section 4.3 above (and as otherwise provided in this Section 13).

13.2 *Allocation and Collection*.

13.2.1 We have the right to allocate your Marketing Fund Contribution in the proportion that we designate among the following:

13.2.1.1 You must pay one-quarter of the Marketing Fund Contribution (that is, one percent (1%) of your Gross Sales) to the Marketing Fund;

13.2.1.2 You must spend the other three-quarters of the Marketing Fund Contribution (that is, three percent (3%) of your Gross Sales) on local marketing, which we may allocate between: **(a)** any regional marketing fund established for your area (a "**Regional Fund**"), as provided in Section 13.4 below (but we are not required to establish a Regional Fund for your area) and/or **(b)** funds that you will spend on local marketing and promotion.

13.2.2 We have the right to periodically make changes to the allocation of the Marketing Fund Contribution as specified in Section 13.2.1 among those funds and/or local marketing and promotion, by giving you written notice of the change, and those changes will take effect at the end of that month. We will give you written notice of the allocation Marketing Fund effective January 1 of each year during the term of this Agreement no later than October 31 of the preceding year.

13.2.3 No part of the Marketing Fund Contribution (whether deposited in Marketing Fund or a Regional Fund or designated for local marketing and promotional expenditures) shall be subject to refund or repayment under any circumstances.

13.3 *Marketing Fund*. We have the right (but not the obligation) to establish, maintain, and administer a System wide marketing and promotional fund (the "**Marketing Fund**"). If we establish a Marketing Fund, then the following provisions will apply to that Marketing Fund:

13.3.1 We (or our designee) will have the right to direct all marketing programs, with sole discretion over the concepts, materials, and media used in such programs and the placement and allocation thereof. You agree and acknowledge that the Marketing Fund is intended to maximize general public recognition, acceptance, and use of the System; and that we and our designee are not obligated, in administering the Marketing Fund, to make expenditures for you that are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Marketing Fund.

13.3.2 The Marketing Fund, all contributions to that fund, and any of that fund's earnings, will be used exclusively to meet any and all costs of maintaining, administering, staffing, directing, conducting, preparing advertising, marketing, public relations and/or promotional programs and materials, and any other activities that we believe will enhance the image of the System (including, among other things, the costs of preparing and conducting marketing and media advertising campaigns on radio, television, cable, and other media; direct mail advertising; developing and implementing website, social networking/media, search optimization, and other electronic marketing strategies; marketing surveys and other public relations activities; employing marketing personnel (including salaries for personnel directly engaged in consumer-oriented marketing functions), advertising and/or public relations agencies to assist therein; purchasing and distributing promotional items, conducting and administering visual merchandising, point of sale, and other merchandising programs; engaging individuals as spokespersons and celebrity endorsers; purchasing creative content for local sales materials; reviewing locally-produced ads; preparing, purchasing and distributing door hangers, free-standing inserts, coupons, brochures, and trademarked apparel; market research; conducting sponsorships, sweepstakes and competitions; engaging mystery shoppers for "Juici Patties" Restaurants and their competitors; engaging store inspection services; paying association dues (including the International Franchise Association), establishing third-party facilities for customizing local advertising; purchasing and installing signage; and providing promotional and other marketing materials and services to the "Juici Patties" Restaurants operated under the System).

13.3.3 You agree to make your Marketing Fund Contribution to the Marketing Fund in the manner specified in Section 4.3 above. The Marketing Fund may also be used to make loans (at reasonable interest rates); and to provide rebates or reimbursements to franchisees for local expenditures on products, services, or improvements, approved in advance by us, which products, services, or improvements we deem, in our sole discretion, will promote general public awareness and favorable support for the System. All sums you pay to the Marketing Fund will be maintained in an account separate from our other monies and will not be used to defray any of our expenses, except for such reasonable costs and overhead, if any, as we may incur in activities reasonably related to the direction and implementation of the Marketing Fund and marketing programs for franchisees and the System. The Marketing Fund and its earnings will not otherwise inure to our benefit. We or our designee will maintain separate bookkeeping accounts for the Marketing Fund.

13.3.4 The Marketing Fund is not and will not be our asset. We will prepare and make available to you upon reasonable request an annual statement of the operations of the Marketing Fund as shown on our books.

13.3.5 Although once established the Marketing Fund is intended to be of perpetual duration, we maintain the right to terminate the Marketing Fund. The Marketing Fund will not be terminated, however, until all monies in the Marketing Fund have been expended for marketing purposes.

13.4 *Regional Fund*. We have the right to designate any geographical area for purposes of establishing a Regional Fund. If a Regional Fund for the geographic area in which the Franchised Business is located has been established at the time you commence operations under this Agreement, you must immediately become a member of such Regional Fund. If a Regional Fund for the geographic area in which the Franchised Business is located is established during the term of this Agreement, you must become a member of such Regional Fund within thirty (30) days after the date on which the Regional Fund commences operation. In no event will you be required to join more than one Regional Fund. The following provisions will apply to each such Regional Fund:

13.4.1 Each Regional Fund will be organized and governed in a form and manner, and will commence operations on a date, all of which we must have approved in advance, in writing.

13.4.2 Each Regional Fund will be organized for the exclusive purpose of administering regional marketing programs and developing, subject to our approval, standardized promotional materials for use by the members in regional marketing.

13.4.3 No marketing, advertising or promotional plans or materials may be used by a Regional Fund or furnished to its members without our prior approval, pursuant to the procedures and terms as set forth in Section 13.9 below.

13.4.4 Once you become a member of a Regional Fund, you must contribute to a Regional Fund pursuant to the allocation that we specify, as described in Section 13.2 above, at the time required under Section 4.3 above, together with such statements or reports that we, or the Regional Fund (with our prior written approval) may require. We also have the right to require that you submit your Regional Marketing Fund contributions and reports directly to us for distribution to the Regional Marketing Fund.

13.4.5 A majority of the "Juici Patties Restaurant owners in the Regional Fund may vote to increase the amount of each "Juici Patties Restaurant owner's contribution to the Regional Fund by up to an additional two percent (2%) of each "Juici Patties" Restaurant's Gross Sales. Voting will be on the basis of one vote per "Juici Patties Restaurant, and each "Juici Patties Restaurant that we operate in the region, if any, will have the same voting rights as those owned by our franchisees. You must contribute to the Regional Fund in accordance with any such vote by the Regional Fund to increase each "Juici Patties" Restaurant's contribution as provided in this Section 13.4.5.

13.4.6 Although once established, each Regional Fund is intended to be of perpetual duration, we maintain the right to terminate any Regional Fund. A Regional Fund will not be terminated, however, until all monies in that Regional Fund have been expended for marketing purposes.

13.5 *Local Marketing and Promotion*.

13.5.1 You must make Weekly expenditures on local marketing and promotion of the Restaurant in such amounts as we may designate as part of the allocation of the Marketing Fund Contribution specified in Section 13.2 above. As used in this Agreement, the term "local marketing and promotion" will consist only of the direct costs of purchasing and producing marketing materials (including camera ready advertising and point of sale materials), media (space or time), and those direct out of pocket expenses related to costs of marketing and sales promotion that you spend in your local market or area, advertising agency fees and expenses, postage, shipping, telephone, and photocopying; however, the parties expressly agree that local marketing may not include costs or expenses that you incur or that are spent on your behalf in connection with any of the following:

13.5.1.1 Salaries and expenses of your employees, including salaries or expenses for attendance at marketing meetings or activities, or incentives provided or offered to such employees, including discount coupons;

13.5.1.2 Charitable, political, or other contributions or donations; and/or

13.5.1.3 The value of discounts provided to consumers.

13.6 *Grand Opening Marketing Program*. In addition to the Marketing Contribution, you agree to spend up to Ten Thousand Dollars ($10,000) for grand opening marketing and promotional programs in conjunction with the Franchised Business's initial grand opening, pursuant to a grand opening marketing plan that you develop and that we approve in writing (the "**Grand Opening Marketing Program**"). We may, in our discretion, require you to pay us $10,000 before the opening of your Restaurant, which we will use to implement the Grand Opening Marketing Program on your behalf. The Grand Opening Marketing Program must begin fifteen (15) days before the scheduled commencement date for the Franchised Business and be completed no later than three (3) days after the Franchised Business commences operation, and is subject to the provisions of Section 13.9 below. For the purpose of this Agreement, the Grand Opening Marketing Program will be considered local marketing and promotion, as provided under Section 13.5 above (but the expenditure will be in addition to local marketing and promotion).

13.7 *Materials Available for Purchase*. We may periodically make available to you for purchase marketing plans and promotional materials, including newspaper mats, coupons, merchandising materials, sales aids, point-of-purchase materials, special promotions, direct mail materials, community relations programs, and similar marketing and promotional materials for use in local marketing.

13.8 *Standards*. All of your local marketing and promotion must: **(a)** be in the media, and of the type and format, that we may approve; **(b)** be conducted in a dignified manner; and **(c)** conform to the standards and requirements that we may specify. You agree not to use any advertising, marketing materials, and/or promotional plans unless and until you have received our prior written approval, as specified in Section 13.9 below.

13.9 *Our Review and Right to Approve All Proposed Marketing*. For all proposed advertising, marketing, and promotional plans, you (or the Regional Fund, where applicable) must submit to us samples of such plans and materials (by means described in Section 24 below), for our review and prior written approval. If you (or the Regional Fund) have not received our written approval within fourteen (14) days after we have received those proposed samples or materials, then we will be deemed to have disapproved them. You acknowledge and agree that any and all copyright in and to advertising, marketing materials, and promotional plans developed by or on behalf of you will be our sole property, and you agree to sign such documents (and, if necessary, require your employees and independent contractors to sign such documents) that we deem reasonably necessary to give effect to this provision.

13.10 *Rebates*. You acknowledge and agree that periodic rebates, giveaways and other promotions and programs will, if and when we adopt them, be an integral part of the System. Accordingly, you agree to honor and participate (at your expense) in reasonable rebates, giveaways, marketing programs, and other promotions that we establish and/or that other franchisees sponsor, so long as they do not violate regulations and laws of appropriate governmental authorities.

13.11 *Considerations as to Charitable Efforts*. You acknowledge and agree that certain associations between you and/or the Franchised Business and/or the Proprietary Marks and/or the System, on the one hand, and certain political, religious, cultural, or other types of groups, organizations, causes, or activities, on the other, however well-intentioned and/or legal, may create an unwelcome, unfair, or unpopular association with, and/or an adverse effect on, our reputation and/or the good will associated with the Proprietary Marks. Accordingly, you agree that you will not, without our prior written consent, take any actions that are, or which may be perceived by the public to be, taken in the name of, in connection or association with you, the Proprietary Marks, the Franchised Business, us, and/or the System involving the donation of any money, products, services, goods, or other items to, any charitable, political, or religious organization, group, or activity.

13.12 *Additional Marketing Expenditure Encouraged*. You understand and acknowledge that the required contributions and expenditures are minimum requirements only, and that you may (and we encourage you to) spend additional funds for local marketing and promotion, which will focus on disseminating marketing directly related to your Franchised Business.

13.13 *Franchisee Advisory Council*. We have the right (but not the obligation) to form an advisory council ("**Franchisee Advisory Council**") composed of franchisees and our representatives, and the right to determine how such a council, if formed, will be selected, funded, and governed. We will retain the right to adopt, modify, or reject any recommendations made by the Franchisee Advisory Council.

14 TECHNOLOGY

14.1 *Computer Systems and Required Software.* With respect to computer systems and required software:

14.1.1 We have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between, or among "Juici Patties" Restaurants, and in accordance with our standards, including: **(a)** back office and point of sale systems, data, audio, video (including managed video security surveillance), telephone, voice messaging, retrieval, and transmission systems for use at "Juici Patties" Restaurants, between or among "Juici Patties" Restaurants, and between and among the Franchised Business, and you, and us; **(b)** POS Systems (defined in Section 14.6 below); **(c)** physical, electronic, and other security systems and measures; **(d)** printers and other peripheral devices; **(e)** archival back-up systems; **(f)** internet access mode (e.g., form of telecommunications connection) and speed; **(g)** technology used to enhance and evaluate the customer experience; **(h)** front-of-the-house WiFi and other connectivity service for customers; **(i)** in-Restaurant music systems under Section 8.4.7 above; **(j)** age verification technology that may be required under Section 8.4.8 above; **(k)** supply-chain management software and hardware programs; and **(l)** consumer-marketing oriented technology (including Customer Apps, affinity and rewards hardware and software, facial and other customer-recognition technology, and approved social media/networking sites) (collectively, all of the above are referred to as the "**Computer System**").

14.1.2 We will have the right, but not the obligation, to develop or have developed for us, or to designate: **(a)** computer software programs and accounting system software that you must use in connection with the Computer System (including applications, technology platforms, and other such solutions) ("**Required Software**"), which you must install; **(b)** updates, supplements, modifications, or enhancements to the Required Software, which you must install; **(c)** the media upon which you must record data; and **(d)** the database file structure of your Computer System. If we require you to use any or all of the above items, then you agree that you will do so. The term "Required Software" also includes the affinity program cards that are required under Section 12.5 above.

14.1.3 You agree to install, use, maintain, update, and replace (as needed) all elements of the Computer System and Required Software at your expense. You agree to pay us or third party vendors, as the case may be, initial and ongoing fees in order to install, maintain, and continue to use the Required Software, hardware, and other elements of the Computer System.

14.1.4 You agree to implement and periodically make upgrades and other changes at your expense to the Computer System and Required Software as we may reasonably request in writing (collectively, "**Computer Upgrades**").

14.1.5 You agree to comply with all specifications that we issue with respect to the Computer System and the Required Software, and with respect to Computer Upgrades, at your expense. You agree to afford us unimpeded access to your Computer System and

Required Software, including all information and data maintained thereon, in the manner, form, and at the times that we request.

14.1.6 You also agree that we will have the right to approve or disapprove your use of any other technology solutions (including beacons and other tracking methodologies).

14.2 *Data*.

14.2.1 You agree that all data that you collect, create, provide, or otherwise develop on your Computer System (whether or not uploaded to our system from your system and/or downloaded from your system to our system) is and will be owned exclusively by us, and that we will have the right to access, download, and use that data in any manner that we deem appropriate without compensation to you.

14.2.2 You agree that all other data that you create or collect in connection with the System, and in connection with your operation of the Franchised Business (including customer and transaction data), is and will be owned exclusively by us during the term of, and after termination or expiration of, this Agreement.

14.2.3 In order to operate your Franchised Business under this Agreement, we hereby license use of such data back to you, at no additional cost, solely for the term of this Agreement and for your use in connection with operating the Franchised Business. You acknowledge and agree that except for the right to use the data under this clause, you will not develop or have any ownership rights in or to the data.

14.2.4 You agree to transfer to us all data (in the digital machine-readable format that we specify, and/or printed copies, and/or originals) promptly upon our request when made, whether periodically during the term of this Agreement, upon termination and/or expiration of this Agreement, any transfer of an interest in you, and/or a transfer of the Franchised Business.

14.2.5 For the limited purpose of this Section 14.2, references to “data” exclude consumers’ credit card and/or other payment information.

14.3 *Data Requirements and Usage*. We may periodically specify in the Brand Standards Manual or otherwise in writing the information that you agree to collect and maintain on the Computer System installed at the Franchised Business, and you agree to provide to us such reports as we may reasonably request from the data so collected and maintained. In addition:

14.3.1 You agree to abide by all applicable laws pertaining to the data (including those pertaining to the collection, use, maintenance, disposition, and/or privacy of consumer, employee, vendor, and transactional information) (“**Privacy Laws**”).

14.3.2 You agree to also comply with any standards and policies that we may issue (without any obligation to do so) pertaining to the collection, use, maintenance, disposition, and/or privacy of consumer, employee, vendor, and transactional information. If you become aware (and/or if you should be aware) that there is a conflict between our standards and policies and Privacy Laws, then you agree to: **(a)** comply with the requirements of the Privacy Laws; **(b)** immediately give us written notice of that conflict; and **(c)** promptly and fully cooperate with us and our counsel in determining the most effective way, if any, to meet our standards and policies pertaining to privacy within the bounds of Privacy Laws.

14.3.3 You agree to not publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent as to such policy.

14.3.4 You agree to implement at all times appropriate physical and electronic security as is necessary to secure your Computer System, including complex passwords that you change periodically, and to comply any standards and policies that we may issue (without obligation to do so) in this regard.

14.4 *Portal*. You agree to comply with our requirements (as set forth in the Brand Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between your Computer System and our Portal and/or such other computer systems as we may reasonably require. The term "**Portal**" means a private network based upon Internet protocols that will allow users inside and outside of our headquarters to access certain parts of our computer network via the Internet. We may establish an Portal (but are not required to do so or to maintain a Portal). The Portal may include, among other things, the Brand Manual, training and other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct). You agree to purchase and maintain such computer software and hardware (including telecommunications capacity) as may be required to connect to and utilize the Portal. You agree to execute and deliver to us such documents as we may deem reasonably necessary to permit you to access the Portal.

14.5 *No Separate Digital Sites*. Unless we have otherwise approved in writing, you agree to neither establish nor permit any other party to establish a Digital Site relating in any manner whatsoever to the Franchised Business or referring to the Proprietary Marks. We will have the right, but not the obligation, to provide one or more references or webpage(s), as we may periodically designate, within our Digital Site. The term "**Digital Site**" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including the Internet, World Wide Web, webpages, microsites, social media and networking sites (including Facebook, Twitter, LinkedIn, YouTube, TikTok, Snapchat, Pinterest, Instagram, etc.), blogs, vlogs, podcasts, applications to be used on mobile devices (e.g., iOS or Android apps), and other applications, etc. (whether they are now in existence or developed at some point in the future). However, if we give you our prior written consent to have some form of separate Digital Site (which we are not obligated to approve), then each of the following provisions will apply:

14.5.1 You agree neither to establish nor use any Digital Site without our prior written approval.

14.5.2 Any Digital Site that you own or that is maintained by or for your benefit will be deemed "marketing" under this Agreement, and will be subject to (among other things) our right of review and prior approval under Section 13.9 above.

14.5.3 Before establishing any Digital Site, you agree to submit to us, for our prior written approval, a sample of the proposed Digital Site domain name, format, visible content (including, proposed screen shots, links, and other content), and non-visible content (including, meta tags, cookies, and other electronic tags) in the form and manner we may reasonably require.

14.5.4 You may not use or modify such Digital Site without our prior written approval as to such proposed use or modification.

14.5.5 In addition to any other applicable requirements, you agree to comply with the standards and specifications for Digital Sites that we may periodically prescribe in the

Brand Manual or otherwise in writing (including requirements pertaining to designating us as the sole administrator or co-administrator of the Digital Site).

14.5.6 If we require, you agree to establish such hyperlinks to our Digital Site and others as we may request in writing.

14.5.7 If we require you to do so, you agree to make weekly or other periodic updates to the Digital Site to reflect information regarding specials and other promotions at your Franchised Business.

14.5.8 We may require you to make us the sole administrator (or co-administrator) of any social networking pages that you maintain or that are maintained on your behalf, and we will have the right (but not the obligation) to exercise all of the rights and privileges that an administrator may exercise.

14.6 *POS Systems*. You agree to record all sales on integrated computer-based point of sale systems we approve or on such other types of cash registers as we may designate in the Brand Standards Manual or otherwise in writing ("**POS Systems**"), which will be deemed part of your Computer System. You agree to utilize POS Systems that are fully compatible with any program, software program, and/or system which we, in our discretion, may employ (including mobile or remote device, application and payment systems), and you agree to record all Gross Sales and all sales information on such equipment. We may designate one or more third party suppliers or servicers to provide installation, maintenance, and/or support for the POS System, and you agree to enter into and maintain such agreements (including making such payments) as we or the third party suppliers and/or servicers require in connection with the installation, maintenance, and/or support for the POS System. The POS System is part of the Computer System. You agree to at all times maintain a continuous high-speed Ethernet-cabled (not wireless) connection to the Internet to send and receive POS data to us.

14.7 *Electronic Identifiers; E-Mail*.

14.7.1 You agree not to use the Proprietary Marks or any abbreviation or other name associated with us and/or the System as part of any e-mail address, domain name, social network or social media name or address, and/or any other identification of you and/or your business in any electronic medium.

14.7.2 You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail, text message, and/or other electronic method without obtaining our prior written consent as to: **(a)** the content of such electronic advertisements or solicitations; and **(b)** your plan for transmitting such advertisements. In addition to any other provision of this Agreement, you will be solely responsible for compliance with any laws pertaining to sending electronic communication including, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003") and the Federal Telephone Consumer Protection Act. (As used in this Agreement, the term "**electronic communication**" includes all methods for sending communication electronically, whether or not currently invented or used, including text messages, app and/or internet-based communication, and faxes.)

14.8 *Outsourcing*. You agree not to hire third party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, and/or any other of your obligations, without our prior written approval. Our consideration of any proposed outsourcing vendors may be conditioned upon, among other things, such third party or outside vendor's entry into a confidentiality agreement with us and you in a form that we may reasonably provide and the third party or outside vendor's agreement to pay for all initial and ongoing costs related to interfaces with our computer systems. The provisions of this section are in addition to and not instead of any other provision of this Agreement. You agree not to install (and/or remove) any software or firmware from the Computer System without our prior written consent. You also agree not to implement, use, or otherwise engage with AI Sources without our prior written consent. The term "**AI Source**" means any resource, online or otherwise, that is for the purpose of gathering, implementing, or otherwise using information from you using artificial intelligence technology, including ChatGPT and other sources.

14.9 *Telephone Service*. You agree to use the telephone service for the Restaurant that we may require, which may be one or more centralized vendors that we designate for that purpose. You agree that we may designate, and own, the telephone numbers for your Franchised Business.

14.10 *Changes*. You agree that changes to technology are dynamic and likely to occur during the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we will have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and you agree to abide by those reasonable new standards as if this Section 14 were periodically revised by us for that purpose, and you also agree to pay vendors' charges for those new items and services. You agree that the terms of this Section 14 apply to all technologies, whether currently available, in some stage of development, or to be invented after the date of this Agreement.

14.11 *Electronic Communication – Including E-Mail, Fax, Texts, and other Messaging*. You acknowledge and agree that exchanging information with us by electronic communication methods is an important way to enable quick, effective, and efficient communication, and that we are entitled to rely upon your use of electronic communications as part of the economic bargain underlying this Agreement. To facilitate the use of electronic communication to exchange information, you authorize the transmission of those electronic communications by us and our employees, vendors, and affiliates (on matters pertaining to the business contemplated under this Agreement) (together, "**Official Senders**") to you during the term of this Agreement.

14.11.1 In order to implement the terms of this Section 14.11, you agree that: **(a)** Official Senders are authorized to send electronic communications to those of your employees as you may occasionally designate for the purpose of communicating with us and others; **(b)** you will cause your officers, directors, members, managers, and employees (as a condition of their employment or position with you) to give their consent (in an electronic communication or in a pen-and-paper writing, as we may reasonably require) to Official Senders' transmission of electronic communication to those persons, and that such persons may not opt-out, or otherwise ask to no longer receive electronic communication, from Official Senders during the time that such person works for or is affiliated with you; and **(c)** you will not opt-out, or otherwise ask to no longer receive electronic communications, from Official Senders during the term of this Agreement.

14.11.2 The consent given in this Section 14.11 will not apply to the provision of notices by either party under this Agreement using e-mail unless the parties otherwise agree in a pen-and-paper writing signed by both parties.

14.11.3 We may permit or require you to use a specific e-mail address (or address using another communications method) (for example, one that will contain a Top Level

Domain Name that we designate, such as "john.jones@JuiciPattiesFranchisee.com") (the "**Permitted E-mail Address**") in connection with the operation of the Franchised Business, under the standards that we set for use of that Permitted E-mail Address. You will be required to sign the form E-Mail authorization letter that we may specify for this purpose. If we assign you a Permitted E-mail Address, then you agree that you (and your employees) will use only that e-mail account for all business associated with your Franchised Business.

14.12 *Technology Development Fee*. We reserve the right to require you to pay an ongoing monthly fee (a "**Technology Development Fee**") for access to, and in consideration of our development and delivery of, the Computer System.

15 INSURANCE

15.1 *Required Insurance Coverage*. Before starting any activities or operations under this Agreement, you agree to procure and maintain in full force and effect during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required under this Agreement for events having occurred during the Term of this Agreement), at your expense, at least the following insurance policy or policies in connection with the Franchised Business or other facilities on premises, or by reason of the construction, operation, or occupancy of the Franchised Business or other facilities on premises. Such policy or policies must be written by an insurance company or companies we have approved, having at all times a rating of at least "A-VII" in the most recent Key Rating Guide published by the A.M. Best Company (or another rating that we reasonably designate if A.M. Best Company no longer publishes the Key Rating Guide) and licensed and admitted to do business in the state in which the Franchised Business is located, and must include, at a minimum (except that we may reasonably specify additional coverages and higher policy limits for all franchisees periodically in the Brand Standards Manual or otherwise in writing to reflect inflation, identification of new risks, changes in the law or standards of liability, higher damage awards and other relevant changes in circumstances), the following:

15.1.1 Property insurance with special form coverage on all assets including but not limited to furniture, fixtures, equipment, inventory, and supplies used in the operation of your Restaurant. Limits must be at 100% of the replacement cost of all business personal property. This policy must also include Business Income and Extra Expense coverage for not less than 50% of your Gross Sales or twelve (12) months Actual Loss Sustained basis.

15.1.2 Workers' Compensation insurance that complies with the statutory requirements of the state in which your franchised business is located and Employer's Liability with limits not less than $1,000,000.

15.1.3 Comprehensive General Liability insurance with aggregate limits of not less than $2,000,000 aggregate, $1,000,000 per occurrence, $1,000,000 Product/Completed Operations, $1,000,000 Personal Injury & Advertising Injury and $1,000,000 for claims of bodily injury and property damage.

15.1.4 Employment Practices Liability of not less than $500,000 aggregate limit for employment related claims including third party liability for harassment and discrimination claims from non-employees. This policy must also include Wage & Hour Defense coverage of not less than $100,000 if commercially available and we must be named as co-defendant.

15.1.5 Automobile Liability of not less than $1,000,000 combined single limit for all owned, non-owned and hired vehicles used in the operation of the Restaurant.

15.1.6 Cyber Liability of not less than $500,000 to cover any claims related to but not limited to, cyber breaches and expenses including identity theft, ransomware, social engineering, notification costs and PCI fines and penalties.

15.1.7 Food Contamination Business Income of not less than $500,000 for claims of actual or alleged food/drink contamination anywhere in the brand.

15.1.8 Umbrella Liability of not less than $1,000,000 to be excess of general liability, automobile liability and employer's liability.

15.1.9 Any other insurance coverage that is required by federal, state, or municipal law.

15.2 *Endorsements*. All policies listed in Section 15.1 above (unless otherwise noted below) must contain such endorsements as will, periodically, be provided in the Brand Standards Manual. All policies must waive subrogation as between us (and our insurance carriers) and you (and your insurance carriers).

15.3 *Notices to us*. In the event of cancellation, material change, or non-renewal of any policy, sixty (60) days' advance written notice must be provided to us in the manner provided in Section 24 below.

15.4 *Construction Coverages*. In connection with all significant construction, reconstruction, or remodeling of the Franchised Business during the term of this Agreement, you agree to require the general contractor, its subcontractors, and any other contractor, to effect and maintain at general contractor's and all other contractor's own expense, such insurance policies and bonds with such endorsements as are set forth in the Brand Standards Manual, all written by insurance or bonding companies that we have approved, having a rating as set forth in Section 15.1 above.

15.5 *Other Insurance Does Not Impact your Obligation*. Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified will not be limited in any way by reason of any insurance that we may maintain, nor will your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 21.4 below. Additionally, the requirements of this Section 15 will not be reduced, diminished, eroded, or otherwise affected by insurance that you carry (and/or claims made under that insurance) for other businesses, including other "Juici Patties" Restaurants that you (and/or your affiliates) operate under the System.

15.6 *Additional Named Insured*. All public liability and property damage policies must list us as an additional named insured, and must also contain a provision that we, although named as an insured, will nevertheless be entitled to recover under said policies on any loss occasioned to us or our servants, agents, or employees by reason of the negligence of you or your servants, agents, or employees.

15.7 *Certificates of Insurance*. At least thirty (30) days before the time you are first required to carry any insurance under this Agreement, and from then on, at least thirty (30) days before the expiration of any such policy, you agree to deliver to us certificates of insurance evidencing the proper coverage with limits not less than those required under this Agreement. All certificates must expressly provide that we will receive at least thirty (30) days' prior written notice if there is a material alteration to, cancellation, or non-renewal of the coverages evidenced by such certificates. Additional certificates evidencing the insurance required by Section 15.1 above must name us, and each of our affiliates, directors, agents, and employees, as additional insured parties, and must expressly provide that any interest of same therein will not be affected by any breach by you of any policy provisions for which such certificates evidence coverage.

15.8 *Proof of Coverage*. In addition to your obligations under Section 15.7 above, on the first anniversary of the Effective Date, and on each subsequent anniversary of the Effective Date, you agree to provide us with proof of insurance evidencing the proper coverage with limits not less than those required under this Agreement, in such form as we may reasonably require.

15.9 *Required Coverages are Minimums*. You acknowledge and agree that the specifications and coverage requirements in this Section 15 are minimums only, and that we recommend that you review these with your own insurance advisors to determine whether additional coverage is warranted in the operation of your Franchised Business.

15.10 *Changes*. We will have the right, periodically, to make such changes in minimum policy limits and endorsements as we may determine are necessary or appropriate; provided, however, all changes will apply to all of our franchisees who are similarly situated.

16 TRANSFER OF INTEREST

16.1 *By Us*. We will have the right to transfer or assign this Agreement and/or all or any part of our rights or obligations under this Agreement to any person or legal entity, and any assignee of us, and that assignee will become solely responsible for all of our transferred obligations under this Agreement as of the date of assignment.

16.2 *Your Principals*. Each party that holds any interest whatsoever in you (whether directly, indirectly, and/or beneficially) (each, a "**Principal**"), and the interest that each Principal holds in you (directly, indirectly, and/or beneficially) is identified in Exhibit C to this Agreement. You represent and warrant to us, and agree, that your owners are accurately set forth on Exhibit C to this Agreement, and you also agree not to permit the identity of those owners, and/or their respective interests in you, to change without complying with this Agreement.

16.3 *Principals*. We will have a continuing right to designate any person or entity that owns a direct or indirect interest in you as a Principal, and Exhibit C will be so amended automatically upon written notice to you.

16.4 *By You*. You understand and acknowledge that the rights and duties set forth in this Agreement are personal to you, and that we have granted this franchise in reliance on your (or your Principals') business skill, financial capacity, and personal character. Accordingly:

16.4.1 You agree not to make a transfer (and not to permit any other party to make a transfer) without our prior written consent.

16.4.1.1 As used in this Agreement, the term "**transfer**" is agreed to mean any sale, assignment, conveyance, pledge, encumbrance, merger, creation of a security interest in, and/or giving away of any direct or indirect interest in: **(a)** this Agreement; **(b)** you; **(c)** any or all of your rights and/or obligations under this Agreement; and/or **(d)** all or substantially all of the assets of the Franchised Business.

16.4.1.2 Any purported assignment or transfer not having our prior written consent as required by this Section 16 will be null and void and will also constitute a material breach of this Agreement, for which we may immediately terminate this Agreement without opportunity to cure, pursuant to Section 17.2.5 below.

16.4.2 If you are an entity (other than a partnership or a limited liability partnership), then you agree that: **(a)** without our prior written approval, you will not issue any voting securities or interests, or securities or interests convertible into voting securities; and **(b)** the recipient of any such security or other interest will become a Principal under this Agreement if we designate them as such.

16.4.3 If you are a general partnership, limited partnership, or limited liability partnership, then the partners of that partnership will not, without our prior written consent, admit additional limited or general partners, remove a general partner, or otherwise materially alter the powers of any general partner. Each general partner in such a partnership will automatically be deemed to be a Principal.

16.4.4 Principals must not, without our prior written consent, transfer, pledge, and/or otherwise encumber their interest in you. Any such transaction shall also be deemed a "transfer" under this Agreement.

16.4.5 You also agree that in the case of any proposed transfer, you authorize us to truthfully answer questions posed to us by the proposed transferee, including providing that party with information relating to your Restaurant (such as sales reports) (although we will have the right not to provide any or all such information).

16.5 *Transfer Conditions*. We will not unreasonably withhold any consent required by Section 16.4 above; provided, that if you propose to transfer your obligations under this Agreement or any material asset, or if any party proposes to transfer any direct or indirect interest in you, then we will have the right to require that you satisfy any or all of the following conditions (and any other conditions that we may reasonably require) in addition to signing a Transfer Agreement (which will include releases), before we grant our approval to the proposed transfer:

16.5.1 The transferor must have executed a general release, in a form satisfactory to us, of any and all claims against us and our affiliates, successors, and assigns, and their respective officers, directors, members, managers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities including, without limitation, claims arising under this Agreement, any other agreement between you and us, and/or our respective affiliates, and federal, state, and local laws and rules.

16.5.2 The transferee of a Principal will be designated as a Principal and each transferee who is designated a Principal must enter into a written agreement, in a form satisfactory to us, agreeing to be bound as a Principal under the terms of this Agreement as long as such person or entity owns any interest in you; and, if your obligations were guaranteed by the transferor, the Principal must guarantee the performance of all such obligations in writing in a form satisfactory to us.

16.5.3 The proposed new Principals (after the transfer) must meet our educational, managerial, and business standards; each must possess a good moral character, business reputation, and credit rating; have the aptitude and ability to operate the Franchised Business, as may be evidenced by prior related business experience or otherwise; and have adequate financial resources and capital to operate the Franchised Business.

16.5.4 We will have the right to require that you execute, for a term ending on the expiration date of this Agreement, the form of franchise agreement that we are then offering to new System franchisees, and such other ancillary agreements that we may require for the business franchised under this Agreement, and those agreements will supersede this Agreement and its ancillary documents in all respects, and the terms of which may differ from the terms of this Agreement including higher Royalties and marketing fees. You also agree to sign (and cause your principals to sign) a transfer agreement in the form that we reasonably provide, which will include general releases.

16.5.5 If we request, then you must conduct Remodeling and purchase new equipment to conform to the then-current standards and specifications of new “Juici Patties” Restaurants then-being established in the System, and you agree to complete the upgrading and other requirements specified above in Section 8.8.2 within the time period that we specify.

16.5.6 You agree to pay in full all of your monetary obligations to us and our affiliates, and to all vendors (whether arising under this Agreement or otherwise), and you must not be otherwise in default of any of your obligations under this Agreement (including your reporting obligations).

16.5.7 The transferor must remain liable for all of the obligations to us in connection with the Franchised Business that arose before the effective date of the transfer, and any covenants that survive the termination or expiration of this Agreement, and must execute any and all instruments that we reasonably request to evidence such liability.

16.5.8 A Principal of the transferee whom we designate to be a new Operating Owner, and those of the transferee’s Specially Trained Management Employees as we may require, must successfully complete (to our satisfaction) all training programs that we require upon such terms and conditions as we may reasonably require (and while we will not charge a fee for attendance at such training programs, the transferee will be responsible for the salary and all expenses of the person(s) that attend training).

16.5.9 You agree to pay us a transfer fee to compensate us for our legal, accounting, training, and other expenses incurred in connection with the transfer. The transfer fee will be Twenty-Two Thousand Five Hundred Dollars ($22,500) or seventy-five percent (75%) of the initial franchise fee that we are then-charging to new “Juici Parties” franchisees (whichever is more); except that:

16.5.9.1 If the transaction is only a transfer of interests among the existing owners of an entity that is the franchisee, or the addition of one new owner of an interest with no change to majority nor controlling owner of the entity that is the Franchisee, then the transfer fee shall be reduced to One Thousand Five Hundred Dollars ($1,500) or such greater amount as is necessary to reimburse us for the expenses (including legal fees) that we incur to document, discuss, and approve the transaction;

16.5.9.2 If the transferee is the majority and controlling owner of one or more ”Juici Patties” franchises (which franchises are in good standing, and not in default, under the terms of the franchise agreement(s) for said franchises), then the transfer fee shall be reduced to Fifteen Thousand Dollars ($15,000) or fifty percent (50%) of the initial franchise fee that we are then-charging to new "Juici Patties" franchisees (whichever is more).

16.5.10 If any party has engaged a broker with respect to the transfer, in addition to the transfer fee payable to us under Section 16.5.9, you must also pay (or ensure the buyer's payment of) any applicable commission to the broker in connection with the transfer.

16.5.11 The transferor must acknowledge and agree that the transferor will remain bound by the covenants contained in Sections 19.3 through 19.5 below.

16.6 *Right of First Refusal*. If you or any of your Principals wish to accept any *bona fide* offer from a third party to purchase you, any of your material assets, or any direct or indirect interest in you, then all of the following will apply:

16.6.1 You (or the Principal who proposes to sell his/her interest) must promptly notify us in writing of the offer and provide to us the information and documentation relating to the offer that we may require. We will have the right and option, exercisable within thirty (30) days after we have received all such information that we have requested, to send written notice to the seller that we intend to purchase the seller's interest on the same economic terms and conditions offered by the third party. After exercising our right, we will also have the right to conduct additional reasonable due diligence and to require the seller to enter into a purchase agreement in a form mutually acceptable to us and to the seller. If we elect to purchase the seller's interest, then the closing on such purchase will occur within thirty (30) days from the date of notice to the seller of the election to purchase by us.

16.6.2 Any material change in the terms of the offer before closing will constitute a new offer subject to our same rights of first refusal (as set forth in this Section 16.6) as in the case of the third party's initial offer. If we do not exercise the option afforded by this Section 16.6 that will not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 16, with respect to a proposed transfer.

16.6.3 If the consideration, terms, and/or conditions offered by a third party are such that we may not reasonably be required to furnish the same consideration, terms, and/or conditions, then we may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, they must attempt to appoint a mutually-acceptable independent appraiser to make a binding determination. If the parties are unable to agree upon one independent appraiser, then we will promptly designate an independent appraiser and you will promptly designate another independent appraiser and those two appraisers will, in turn, promptly designate a third appraiser; and all three appraisers will promptly confer and reach a single determination (or, if unable to reach a single determination, a valuation determined by a majority vote of those appraisers), which determination will be binding upon both you and us. Both parties will equally share the cost of any such appraisal.

16.6.4 If we exercise our rights under this Section 16.6, then we will have the right to set off all amounts due from you (including one-half (½) of the cost of an appraisal, if any, conducted under Section 16.6.3 above) against any payment to you.

16.7 *Death or Incapacity*. If you or any Principal dies, becomes incapacitated, or enters bankruptcy proceedings, that person's executor, administrator, personal representative, or trustee must promptly notify us of the circumstances, and apply to us in writing within three (3) months after the event (death, declaration of incapacity, or filing of a bankruptcy petition) for consent to transfer the person's interest. The transfer will be subject to the provisions of this Section 16, as applicable; however, we will not impose a transfer fee for such a transfer if you reimburse us for our reasonable out-of-pocket expenses incurred in reviewing, approving, and documenting your proposed transaction, including our attorneys' fees.

16.7.1 In addition, if the deceased or incapacitated person is the Operating Owner, we will have the right (but not the obligation) to take over operation of the Franchised Business until the transfer is completed and to charge a reasonable management fee for our services.

16.7.2 For purposes of this section, "**incapacity**" means any physical or mental infirmity that will prevent the person from performing his or her obligations under this Agreement: **(a)** for a period of thirty (30) or more consecutive days; or **(b)** for sixty (60) or more total days during a calendar year. In the case of transfer by bequest or by intestate succession, if the heirs or beneficiaries are unable to meet the conditions of Section 16.3, the executor may transfer the decedent's interest to another successor that we have approved, subject to all of the terms and conditions for transfers contained in this Agreement.

16.7.3 If an interest is not disposed of under this section within six (6) months after the date of death or appointment of a personal representative or trustee, we may terminate this Agreement under Section 17.2 below.

16.8 *Consent to Transfer*. Our consent to a transfer that is the subject of this Section 16 will not constitute a waiver of any claims that we may have against the transferring party, nor will it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

16.9 *No Transfers to a Non-Franchisee Party to Operate a Similar Restaurant*. You agree that neither you nor any Principal of yours will transfer or attempt to transfer any or all of your Franchised Business to a third party who will operate a similar business at the Accepted Location but not under the System and the Proprietary Marks, and not under a franchise agreement with us.

16.10 *Bankruptcy Issues*. If you or any person holding any interest (direct or indirect) in you become a debtor in a proceeding under the U.S. Bankruptcy Code or any similar law in the U.S. or elsewhere, it is the parties' understanding and agreement that any transfer of you, your obligations, and/or rights under this Agreement, any material assets of yours, and/or any indirect or direct interest in you will be subject to all of the terms of this Section 16, including the terms of Sections 16.4, 16.5, and 16.6 above.

16.11 *Securities Offers*. All materials for an offering of stock, ownership, and/or partnership interests in you or any of your affiliates that are required by federal or state law must be submitted to us for review as described below before such materials are filed with any government agency. Any materials to be used in any exempt offering must be submitted to us for such review before their use.

16.11.1 You agree that: (**a**) no offering by you or any of your affiliates may imply (by use of the Proprietary Marks or otherwise) that we are participating in an underwriting, issuance, or offering of your securities or your affiliates; (**b**) our review of any offering will be limited solely to the relationship between you and us (and, if applicable, any of your affiliates and us); and (**c**) we will have the right, but not obligation, to require that the offering materials contain a written statement that we require concerning the limitations stated above.

16.11.2 You (and the offeror if you are not the offering party), your Principals, and all other participants in the offering must fully indemnify us and all of the Franchisor Parties (as defined in Section 21.5.2 below) in connection with the offering.

16.11.3 For each proposed offering, you agree to pay us a non-refundable fee of Ten Thousand Dollars ($10,000) or such greater amount as is necessary to reimburse us for our reasonable costs and expenses (including legal and accounting fees) for reviewing, documenting, and discussing the proposed offering with you and your representatives.

16.11.4 You agree to give us written notice at least thirty (30) days before the date that any offering or other transaction described in this Section 16.11 commences. Any such offering will be subject to all of the other provisions of this Section 16, including the terms set forth in Sections 16.4, 16.5, 16.6; and further, without limiting the foregoing, it is agreed that any such offering will be subject to our approval as to the structure and voting control of the offeror (and you if you are not the offeror) after the financing is completed.

16.11.5 You also agree that after your initial offering, described above, for the remainder of the term of the Agreement, you will submit to us for our review and prior written approval all additional securities documents (including periodic reports, such as quarterly, annual, and special reports) that you prepare and file (or use) in connection with any such offering. You agree to reimburse us for our reasonable costs and expenses (including legal and accounting fees) that we incur in connection with our review of those materials.

17 DEFAULT AND TERMINATION

17.1 *Automatic*. If any one or more of the following events take place, then you will be deemed to be in default under this Agreement, and all rights granted in this Agreement will automatically terminate without notice to you: **(a)** if you will become insolvent or makes a general assignment for the benefit of creditors; **(b)** if a bill in equity or other proceeding for the appointment of a receiver for you or another custodian for your business or assets is filed and consented to by you; **(c)** if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; **(d)** if proceedings for a composition with creditors under any state or federal law is instituted by or against you; **(e)** if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless appealed or a supersedeas bond is filed); **(f)** if you are dissolved; or if execution is levied against your business or property; **(g)** if suit to foreclose any lien or mortgage against the Franchised Business premises or equipment is instituted against you and not dismissed within thirty (30) days; and/or **(h)** if the real or personal property of your Franchised Business will be sold after levy thereupon by any sheriff, marshal, or constable.

17.2 *With Notice.* If any one or more of the following events occur, then you will be in default under this Agreement, and we will have the right to terminate this Agreement and all rights granted under this Agreement, without affording you any opportunity to cure the default, effective immediately upon the delivery of our written notice to you (in the manner provided in Section 24 below):

17.2.1 If you do not obtain an Accepted Location for the Franchised Business within the time limits specified under the Site Selection Addendum, or if you do not construct and open the Franchised Business within the time limits specified in Sections 5.1 and 8.2 above, and within the requirements specified in Sections 5 and 8.2 above;

17.2.2 If at any time: (**a**) you cease to operate or otherwise abandon the Franchised Business for two (2) or more consecutive business days and/or two (2) or more business days within any week (during which you are otherwise required to be open, and without our prior written consent otherwise, unless due to an event of force majeure as defined in Section 22 below); (**b**) you lose the right to possession of the premises; (**c**) you lose or forfeit the right to conduct or transact business in the jurisdiction where the Franchised Business is located (however, if through no fault of yours, the premises are damaged or destroyed by an event such that you cannot complete repairs or reconstruction within ninety (90) days thereafter, then you will have thirty (30) days after such event in which to apply for our approval to relocate and/or reconstruct the premises, which approval we will not unreasonably withhold);

17.2.3 If you or any of your Principals are charged with or convicted of a felony, a crime involving moral turpitude, or any other crime or offense that we believe is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or our interest therein;

17.2.4 If a threat or danger to public health or safety results from the construction, maintenance, or operation of the Franchised Business and/or if you fail to comply with the requirements of Section 8.16 above;

17.2.5 If you or any of your Principals purport to transfer any rights or obligations under this Agreement or any interest to any third party in a manner that is contrary to the terms of Section 16 above;

17.2.6 If you fail to comply with the requirements of Section 19 below;

17.2.7 If, contrary to the terms of Sections 10 or 11 above, you disclose or divulge the contents of the Brand Standards Manual or other confidential information that we provide to you;

17.2.8 If an approved transfer of an interest in you is not completed within a reasonable time, as required by Section 16.7 above;

17.2.9 If you knowingly or negligently maintain false books or records, or submit any false reports (including information provided as part of your application for this franchise) to us;

17.2.10 If you commit three (3) or more defaults under this Agreement in any fifty-two (52) week period, whether or not each such default has been cured after notice;

17.2.11 If, after receipt of notice from us of a violation of the provisions of Sections 7.1 and/or 8.4 above, you continue to purchase any Products from an unapproved supplier, or sell any products or services from the Restaurant that are not Products or Services, as prohibited under Sections 7.1 and 8.4 above;

17.2.12 If you engage in any conduct or practice that is fraudulent, unfair, unethical, or a deceptive practice; and/or

17.2.13 If you make any unauthorized or improper use of the Proprietary Marks, or if you or any of your Principals use the Proprietary Marks in a manner that we do not permit (whether under this Agreement and/or otherwise) or that is inconsistent with our direction, or if you or any of your Principals directly or indirectly contest the validity of our ownership of the Proprietary Marks, our right to use and to license others to use the Proprietary Marks, or seek to (or actually do) register any of our Proprietary Marks with any agency (public or private) for any purpose without our prior written consent to do so.

17.3 *With Notice and Opportunity to Cure*.

17.3.1 Except as otherwise provided above in Sections 17.1 and 17.2 above, if you are in default of your obligations under this Agreement, then we may terminate this Agreement by giving you written notice of termination (in the manner provided under Section 24 below) stating the nature of the default at least thirty (30) days before the effective date of termination; provided, however, that you may avoid termination by: **(a)** immediately initiating a remedy to cure such default; **(b)** curing the default to our satisfaction; and **(c)** promptly providing proof of the cure to us, all within the thirty (30) day period. If you do not cure any such default within the specified time (or such longer period as applicable law may require), then this Agreement will terminate without further notice to you effective immediately upon the expiration of the thirty (30) day period (or such longer period as applicable law may require).

17.3.2 If you are in default under the terms of any other franchise agreement or other contract between you (and/or your affiliates) and us (and/or our affiliates), that will also constitute a default under Section 17.3.1 above.

17.4 *Bankruptcy*. If, for any reason, this Agreement is not terminated pursuant to this Section 17, and the Agreement is assumed, or assignment of the same to any person or entity who has made a *bona fide* offer to accept an assignment of the Agreement is contemplated, pursuant to the U.S. Bankruptcy Code, then notice of such proposed assignment or assumption, setting forth: **(a)** the name and address of the proposed assignee; and **(b)** all of the terms and conditions of the proposed assignment and assumption; must be given to us within twenty (20) days after receipt of such proposed assignee's offer to accept assignment of the Agreement; and, in any event, within ten (10) days before the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption. We will then have the prior right and option, to be exercised by notice given at any time before the effective date of such proposed assignment and assumption, to accept an assignment of the Agreement to us upon the same terms and conditions, and for the same consideration, if any, as in the *bona fide* offer made by the proposed assignee, less any brokerage commissions that may be payable by you out of the consideration to be paid by such assignee for the assignment of the Agreement.

17.5 *Our Rights Instead of Termination*. If we are entitled to terminate this Agreement in accordance with Sections 17.2 or 17.3 above, then we will also have the right (but not the obligation) to take any lesser action instead of terminating this Agreement, including:

17.5.1 terminating, modifying, or eliminating completely, the Protected Territory described in Section 1.3 above; and/or

17.5.2 invoking Section 17.6 below.

17.6 *Assumption of Operations*.

17.6.1 We have the right (but not the obligation), under the circumstances described in Section 17.6.3 below, to take over the operation of the Franchised Business (or to appoint a third party to assume to do so) for any time period we deem appropriate. If we (or a third party) take over operation of the Franchised Business as provided in this Section 17.6, you agree to pay us (in addition to the Royalty, Marketing Fee, and other amounts due under this Agreement) a reasonable management fee for our services.

17.6.2 If we (or a third party) exercise the above right to assume operation of the Franchised Business, you acknowledge and agree that we (and any such third party) will have a duty to use only reasonable commercial efforts and, provided we (or the third party) are not grossly negligent and do not commit an act of willful misconduct, we (or the third party) will not be liable to you or your owners for any debts, losses, or obligations the Franchised Business incurs, or to any of your creditors for any supplies, products, or other assets or services the Franchised Business purchases, while we (or the third party) manage the Franchised Business.

17.6.3 We will have the right (directly or through a third party) (but not the obligation) to take over the operation of the Franchised Business under the following circumstances: **(a)** if we have the right to terminate this Agreement under Section 17.2 or Section 17.3 above; (**b)** if your Operating Owner dies or becomes incapacitated (as specified in Section 16.7.2 above); or **(c)** if this Agreement expires or is terminated and we are deciding whether to exercise our option to purchase the Franchised Business under Section 18.5 below. Exercise of our management rights will not affect our right to terminate this Agreement under Section 17.2 or Section 17.3 above.

17.7 *Reservation of Rights under Section 17.5*. If any rights, options, arrangements, or areas are terminated or modified in accordance with Section 17.5 above, such action will be without prejudice to our right to terminate this Agreement in accordance with Sections 17.2 or 17.3 above, and/or to terminate any other rights, options, or arrangements under this Agreement at any time thereafter for the same default or as a result of any additional defaults of the terms of this Agreement.

17.8 *Damages*. You agree that you will pay us all damages, costs, and expenses (including reasonable attorneys' fees, court costs, discovery costs, and all other related expenses), that we incur as a result of any default by you under this Agreement and any other agreement between the parties (and their respective affiliates) (in addition to other remedies that we may have).

18 OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, all rights granted under this Agreement to you will forthwith terminate, and all of the following will take effect:

18.1 *Cease Operation*. You agree to: **(a)** immediately and permanently stop operating the Franchised Business; and **(b)** never directly or indirectly represent to the public that you are a present or former franchisee of ours.

18.2 *Stop Using Marks and Intellectual Property*. You agree to immediately and permanently cease to use, in any manner whatsoever, all aspects of the System, including any confidential methods, procedures and techniques associated with the System, the mark "Juici Patties" and any and all other Proprietary Marks, distinctive forms, slogans, signs, symbols, and devices associated with the System, and any and all other intellectual property associated with the System. Without limiting the foregoing, you agree to stop making any further use of any and all signs, marketing materials, displays, stationery, forms, and any other articles that display the Proprietary Marks.

18.3 *Cancel Assumed Names*. You agree to take such action as may be necessary to cancel any assumed name or equivalent registration which contains the mark "Juici Patties" and any and all other Proprietary Marks, and/or any other service mark or trademark of ours, and you will give us evidence that we deem satisfactory to provide that you have complied with this obligation within five (5) days after termination or expiration of this Agreement.

18.4 *Premises*. We will have the right (but not the obligation) to require you to assign to us any interest that you (and/or your affiliates) may have in the lease or sublease for the ground upon which the Restaurant is operated and/or for the building in which the Restaurant is operated.

18.4.1 If we do not elect or if we are unable to exercise any option we may have to acquire the lease or sublease for the premises of the Franchised Business, or otherwise acquire the right to occupy the premises, you will make such modifications or alterations to the premises operated under this Agreement (including, without limitation, the changing of the telephone number) immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of said premises from that of other "Juici Patties" Restaurants; **(b)** must make such specific additional changes thereto as we may reasonably request for that purpose; and **(c)** provide to us within fifteen (15) days after termination or expiration of this Agreement with photographic proof and other evidence, in such form as we may reasonably request, that you have done all of the above acts and things.

18.4.2 In addition, you agree to immediately stop use of (and transfer to us) all telephone numbers and any domain names, websites, e-mail addresses, social media/network names, and any other print and online identifiers (together, "**Identifiers**"), whether or not authorized by us, that you have used (or that you have authorized others to use) while operating the Franchised Business, and you must promptly sign such documents or take such steps as necessary to remove reference to the Franchised Business from all trade or business directories, including online directories, or at our request transfer same to us.

18.4.3 You agree that whether or not we exercise our rights under Section 18.4.4 below, you will be responsible for any other party's use of the premises and/or any of the Identifiers if you do not comply with all of the requirements of this Section 18.4.

18.4.4 If you fail or refuse to comply with all of the requirements of this Section 18.4, then we (or our designee) will have the right to enter upon the premises of the Franchised Business, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at your cost, which expense you agree to pay upon demand.

18.5 *Our Option to Buy Your Assets*. We will have the right (but not the obligation), which we may exercise at any time within thirty (30) days after expiration, termination, or default under this Agreement and/or default under your lease/sublease for the premises, to buy from you (and/or your affiliates) any or all of your furnishings, equipment, signs, fixtures, supplies, or inventory related to the operation of the Franchised Business (the "**Operating Assets**"), at the lesser of your cost or fair market value. The parties agree that "fair market value" will be determined based upon a five (5) year straight-line depreciation of original costs. For equipment and fixtures that are five (5) or more years old, the parties agree that fair market value is deemed to be ten percent (10%) of the equipment's original cost. We also have the right to require that you return to us, at our cost, any signage that we specify. If we elect to exercise any option to purchase the Operating Assets as provided above, then we will have the right to set off all amounts due from you. You agree to pay off and liquidate all liens against the Operating Assets before we exercise our right to take the assignment as specified above.

18.6 *No Use of the Marks in Other Businesses*. You agree, if you continue to operate or subsequently begin to operate any other business, that you will not use any reproduction, counterfeit copy, and/or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute our rights in and to the Proprietary Marks. You further agree not to use, in any manner whatsoever, any designation of origin, description, trademark, service mark, or representation that suggests or implies a past or present association or connection with us, the System, the equipment, and/or the Proprietary Marks.

18.7 *Pay All Sums Due*. You agree to promptly pay all sums owing to us and our affiliates (regardless of whether those obligations arise under this Agreement or otherwise). In the event of termination for any of your defaults, those sums will include all damages, costs, and expenses (including reasonable attorneys' fees, court costs, discovery costs, and all other related expenses), that we incur as a result of the default.

18.8 *Pay Damages*. You agree to pay us all damages, costs, and expenses (including reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) that we incur as a result of your default under this Agreement and/or subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Section 18, which will be in addition to amounts due to us under Section 18.11 below.

18.9 *Return Confidential Information*. You agree to immediately return to us the Brand Standards Manual, the Program Materials, and all other manuals, records, and instructions containing confidential information (including, without limitation, any copies thereof, even if such copies were made in violation of this Agreement), all of which are acknowledged to be our property.

18.10 *Right to Enter and Continue Operations*. In order to preserve the goodwill of the System following termination, we (or our designee) will have the right to enter the Franchised Business (without liability to you, your Principals, or otherwise) for the purpose continuing the Franchised Business's operation and maintaining the goodwill of the business.

18.11 *Lost Future Royalties*. If we terminate this Agreement based on your default, or if you abandon or otherwise cease to operate the Franchised Business, in addition to all other amounts due to us under this Agreement, you agree to pay to us, as liquidated damages, an amount calculated as follows: **(a)** the average of your monthly Royalty Fees that are due under this Agreement for the twelve (12) months immediately before your abandonment or our delivery of the notice of default (or, if you have been operating for less than 12 months, the average of your monthly Royalty Fees for the number of months you have operated the Restaurant); **(b)** multiplied by the lesser of 12 or the number of months remaining in the then-current term of this Agreement under Section 2. The parties agree that the above requirements are a reasonable estimate of the potential damage that will result from the breach and not meant as a penalty. You agree to pay this sum to us upon our request for payment. You also agree that our right to collect liquidated damages under this Section 18.11 is not instead of, nor does it limit us from exercising, any our other rights (whether arising under this Agreement, at law, and/or in equity).

18.12 *Our Rights.* You agree not to do anything that would potentially interfere with or impede the exercise of our rights under this Section 18.

18.13 *Offsets*. We have the right to offset amounts that you owe to us against any payment that we may be required to make under this Agreement.

19 COVENANTS

19.1 *Operation and Best Efforts*. You agree that throughout the term of this Agreement: **(a)** you (or the Operating Owner) will devote full time, energy, and best efforts to the management and operation of the Franchised Business; and **(b)** the Franchised Business must remain open and in operation to serve customers during normal business hours for a Shop.

19.2 *Understandings*.

19.2.1 You acknowledge and agree that: **(a)** pursuant to this Agreement, you will have access to valuable trade secrets, specialized training and Confidential Information from us and our affiliates regarding the development, operation, management, purchasing, sales and marketing methods and techniques of the System; **(b)** the System and the opportunities, associations and experience we have established and that you will have access to under this Agreement are of substantial and material value; **(c)** in developing the System, we and our affiliates have made and continue to make substantial investments of time, technical and commercial research, and money; **(d)** we would be unable to adequately protect the System and its trade secrets and Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information among franchisees in our system if franchisees were permitted to hold interests in Competitive Businesses (as defined below); and **(e)** restrictions on your right to hold interests in, or perform services for, Competitive Businesses will not unreasonably or unnecessarily hinder your activities.

19.2.2 As used in this Section 19, the term "**Competitive Business**" is agreed to mean any foodservice business as to which Caribbean-style food comprises thirty percent (30%) or more of its gross revenues.

19.3 *Covenant Not to Compete or Engage in Injurious Conduct.* Accordingly, you covenant and agree that, during the term of this Agreement and for a continuous period of two (2) years after the expiration or termination of this Agreement, and/or a transfer as contemplated in Section 16 above, you will not directly, indirectly, for yourself, or through, on behalf of, or in conjunction with any party, in any manner whatsoever, do any of the following:

19.3.1 Divert or attempt to divert any actual or potential business or customer of any "Juici Patties Restaurant to any competitor or otherwise take any action injurious or prejudicial to the goodwill associated with the Marks and the System.

19.3.2 Own, maintain, develop, operate, engage in, franchise or license, make loans to, lease real or personal property to, and/or have any whatsoever interest in, or render services or give advice to, any Competitive Business.

19.4 *Where Restrictions Apply*. During the term of this Agreement, there is no geographical limitation on the restrictions set forth in Section 19.3 above. During the two-year period following the expiration or earlier termination of this Agreement, or a transfer as contemplated under Section 16 above, these restrictions will apply only within the Protected Territory, within three (3) miles of the Protected Territory, and also within three (3) miles of any then-existing or planned "Juici Patties Restaurant business operated elsewhere. (These restrictions will not apply to businesses that you operate that we (or our affiliates) have franchised to you (or your affiliates) pursuant to a valid franchise agreement.)

19.5 *Post-Term*. You further covenant and agree that, for a continuous period of two (2) years after (**a**) the expiration of this Agreement, (**b**) the termination of this Agreement, and/or (**c**) a transfer as contemplated in Section 16 above:

19.5.1 you will not directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, firm, partnership, corporation, or other entity, sell, assign, lease, and/or transfer the Accepted Location to any person, firm, partnership, corporation, or other entity that you know, or have reason to know, intends to operate a Competitive Business at the Accepted Location.

19.5.2 You agree that, by the terms of any conveyance, selling, assigning, leasing or transferring your interest in the Accepted Location, you shall include these restrictive covenants as necessary to ensure that a Competitive Business that would violate this Section is not operated at the Accepted Location for this two-year period, and you will take all steps necessary to ensure that these restrictive covenants become a matter of public record.

19.6 *Periods of Non-Compliance*. Any period of non-compliance with the requirements of this Section 19, whether such non-compliance takes place after termination, expiration, and/or a transfer, will not be credited toward satisfying the two-year obligation specified above.

19.7 *Publicly-Held Entities*. Section 19.3.3 above will not apply to your ownership of less than five percent (5%) beneficial interest in the outstanding equity securities of any publicly-held corporation. As used in this Agreement, the term "**publicly-held corporation**" will be deemed to refer to a corporation which has securities that have been registered under the Securities Exchange Act of 1934.

19.8 *Construction*. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. We have the right to reduce in writing the scope of any part of this Section 19 and, if we do so, you agree to comply with the obligations as we have reduced them.

19.9 *Claims Not a Defense*. You agree that the existence of any claims you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants in this Section 19. You agree to pay all costs and expenses (including reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) that we incur in connection with the enforcement of this Section 19.

19.10 *Covenant as to Anti-Terrorism Laws*. You and the owners of your business ("**Owners**") agree to comply with and/or to assist us to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, you and the Owners certify, represent, and warrant that none of their respective property or interests are "blocked" under any of the Anti-Terrorism Laws and that neither you nor any of the Owners are in violation of any of the Anti-Terrorism Laws. You also agree not to knowingly hire or do business with (or continue to employ or do business with) any party who is blocked under any of the Anti-Terrorism Laws. The term "**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States, as supplemented, the USA PATRIOT Act, and all other laws and regulations addressing or in any way relating to terrorist acts and/or acts of war.

19.11 *Defaults*. You acknowledge and agree that your violation of the terms of this Section 19 would result in irreparable injury to us for which no adequate remedy at law may be available, and you accordingly consent to the issuance of an injunction prohibiting any conduct in violation of the terms of this Section 19.

20 TAXES, PERMITS, AND INDEBTEDNESS

20.1 *Payment of Taxes*. You agree to promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind that you incur in the conduct of the business franchised under this Agreement. You agree to pay us an amount equal to any sales tax, gross receipts tax, or similar tax imposed on us with respect to any payments that you make to us as required under this Agreement, unless the tax is credited against income tax that we otherwise pay to a state or federal authority.

20.2 *Payment of Trade Creditors*. You agree to promptly pay when due all trade creditors and vendors (including any that are affiliated with us) that supply goods or services to you and/or the Franchised Business (including for example the landlord for the premises of your Restaurant). If you do not pay your vendors on time and in full, then we will have the right (but not the obligation) to make payments to those vendors on your behalf, and, if we do so, you agree to reimburse us on demand for those payments plus our reasonable expenses. We will have the right to collect these funds using the methods specified in Section 4.3.2 above.

20.3 *Your Right to Contest Liabilities*. If there is a bona fide dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event will you permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Business, or any improvements thereon.

20.4 *Compliance with Law*. You agree to comply with all Operating Codes and to timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business, including, licenses to do business, health certificates, fictitious name registrations, sales tax permits, and fire clearances. To the extent that the requirements of any Operating Codes are in conflict with the terms of this Agreement, the Brand Standards Manual, or our other instructions, you agree to: **(a)** comply with said laws; **(b)** immediately provide us with written notice describing the nature of the conflict; and **(c)** cooperate with us and our counsel in developing a way to comply with the terms of this Agreement, as well as applicable law, to the extent that it is possible to do so.

20.5 *Notice of Violations and Actions*. You agree to notify us in writing within five (5) days after you receive notice of any health or safety violation, the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, or within five (5) days occurrence of any accident or injury which may adversely affect the operation of the Franchised Business or your financial condition, or give rise to liability or a claim against either party to this Agreement.

21 INDEPENDENT CONTRACTOR AND INDEMNIFICATION

21.1 *Independent Contractor Relationship.* The parties acknowledge and agree that:

21.1.1 this Agreement does not create a fiduciary relationship between them;

21.1.2 you are the only party that will be in day-to-day control of your franchised business, even though we will share the brand and Proprietary Marks as specified in this

Agreement, and neither this Agreement nor any of the systems, guidance, computer programs, processes, or requirements under which you operate alter that basic fact;

21.1.3 nothing in this Agreement and nothing in our course of conduct is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever; and

21.1.4 neither this Agreement nor our course of conduct is intended, nor may anything in this Agreement (nor our course of conduct) be construed, to state or imply that we are the employer of your employees and/or independent contractors, nor vice versa.

21.2 *Notice of Status*. At all times during the term of this Agreement and any extensions hereof, you will hold yourself out to the public as an independent contractor operating the business pursuant to a franchise from us. You agree to take such action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place at the Accepted Location, the content of which we reserve the right to specify.

21.3 *No Contracts in our Name*. It is understood and agreed that nothing in this Agreement authorizes you to make any contract, agreement, warranty, or representation on our behalf, or to incur any debt or other obligation in our name; and that we will in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action; nor will we be liable by reason of any act or omission in your conduct of the Franchised Business or for any claim or judgment arising therefrom against either party to this Agreement.

21.4 *Indemnification*.

21.4.1 *Indemnity.* You agree to indemnify, defend, and hold harmless each of the Indemnified Parties harmless against any and all Expenses arising directly or indirectly from any Claim, as well as from any claimed breach by you of this Agreement. Your indemnity obligations shall: **(a)** survive the expiration or termination of this Agreement, and shall not be affected by any insurance coverage that you and/or any Franchisor Party may maintain; and **(b)** exclude any Claim and/or Expense that a court with competent jurisdiction determines was caused solely by a Franchisor Party's gross negligence and/or willful misconduct.

21.4.2 *Procedure*. We will give you notice of any Claim and/or Expense for which the Indemnified Parties intend to seek indemnification; however, if we do not give that notice, it will not relieve you of any obligation (except to the extent of any actual prejudice to you). You will have the opportunity to assume the defense of the Claim, at your expense and through legal counsel reasonably acceptable to us, provided that in our judgment, you proceed in good faith, expeditiously, and diligently, and that the defense you undertake does not jeopardize any defenses of the Indemnified Parties. We shall have the right: (i) to participate in any defense that you undertake with counsel of our own choosing, at our expense; and (ii) to undertake, direct, and control the defense and settlement of the Claim (at your expense) if in our sole judgment you fail to properly and competently assume defense of the Claim within a reasonable time and/or if, in our sole judgment, there would be a conflict of interest between your interest and that of any Indemnified Party.

21.4.3 *Definitions*. As used in this Section 21.4, the parties agree that the following terms will have the following meanings:

21.4.3.1 "**Claim**" means any allegation, cause of action, and or complaint asserted by a third party that is the result of, or in connection with, your exercise of your rights and/or carrying out of your obligations under this Agreement (including any claim associated with your operation of the Restaurant, sale of Products or Services, events occurring at the Restaurant, data theft or other data-related event, or otherwise, whether asserted by a customer, vendor, employee, or otherwise), a violation of any Operating Code, and/or any default by you under this Agreement (including all claims, demands, causes of action, suits, damages, settlement costs, liabilities, fines, penalties, assessments, judgments, losses, and Expenses). For the sake of clarity, the parties confirm that the indemnification obligations under Sections 9.2.9.2(b) and 16.11.2 are included within this definition of a Claim.

21.4.3.2 "**Expenses**" includes without limitation interest charges; fees for accountants, attorneys and their staff, arbitrators, and expert witnesses; costs of investigation and proof of facts; court costs; travel and living expenses; and other costs and expenses associated with litigation, investigative hearings, or alternative dispute resolution, whether or not a proceeding is formally commenced.

21.4.3.3 "**Indemnified Parties**" means us and our shareholders, parents, subsidiaries, and affiliates, and their respective officers, directors, members, managers, agents, and employees.

21.4.4 We agree to indemnify you with respect to your use of the Proprietary Marks as provided in Section 9.2.9.2(a) above.

22 FORCE MAJEURE

22.1 Neither party will be responsible to the other for non-performance or delay in performance occasioned by causes reasonably beyond its control (except as otherwise provided in Section 22.1), including: **(a)** acts of nature; **(b)** acts of war, terrorism, or insurrection; **(c)** public health emergencies, epidemics, pandemics, hurricanes, tornadoes, environmental emergencies, strikes, lockouts, labor actions, boycotts, floods, fires, and/or other casualties; and/or **(d)** our inability (and that of our affiliates and/or suppliers) to manufacture, purchase, and/or cause delivery of any services or products used in the operation of the Franchised Business. You agree to abide by any brand standards that we may establish in connection with continuing to operate, reopening, and other matters relating to operations that are impacted by a force majeure event. The inability of either party to obtain and/or remit funds will be considered within control of such party for the purpose of Section 22.1 above.

22.2 If any such delay occurs, any applicable time period will be automatically extended for a period equal to the time lost; provided, however, that the party affected makes reasonable efforts to correct the reason for such delay and gives to the other party prompt notice of any such delay; and further provided, however, that you will remain obligated to promptly pay all fees owing and due to us under this Agreement, without any such delay or extension.

23 APPROVALS AND WAIVERS

23.1 *Request for Approval*. Whenever this Agreement requires our prior approval , acceptance, and/or consent, you agree to make a timely written request to us therefor, and in each instance, our approval, acceptance, or consent will be valid only if it is provided in writing.

23.2 *No Warranties or Guarantees*. You acknowledge and agree that we make no warranties or guarantees upon which you may rely, and that we assume no liability or obligation to you, by providing any waiver, approval, consent, or suggestion to you in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

23.3 *No Waivers*. No delay, waiver, omission, or forbearance on our part to exercise any right, option, duty, or power arising out of any breach or default by you or any other franchisee under any of the terms, provisions, covenants, or conditions of this Agreement, and no custom or practice by the parties at variance with the terms of this Agreement, will constitute our waiver of our right to enforce any such right, option, duty, or power as against you, or as to subsequent breach or default by you. If we accept late payments from you or any payments due, that will not be deemed to be our waiver of any earlier or later breach by you of any terms, provisions, covenants, or conditions of this Agreement. No course of dealings or course of conduct will be effective to amend the terms of this Agreement.

24 NOTICES

Any and all notices required or permitted under this Agreement must be in writing and must be personally delivered, sent by certified U.S. mail, or by other means that affords the sender with evidence of delivery, of rejected delivery, or attempted delivery to the respective parties at the addresses shown on the signature page of this Agreement (unless and until a different address has been designated by written notice to the other party). Any notice by a means that gives the sender evidence of delivery, rejected delivery, or delivery that is not possible because the recipient moved and left no forwarding address will be deemed to have been given at the date and time of receipt, rejected, and/or attempted delivery. The Brand Standards Manual, any changes that we make to the Brand Standards Manual, and/or any other written instructions that we provide relating to operational matters shall not be considered "notices" for the purpose of the delivery requirements in this Section 24.

25 ENTIRE AGREEMENT AND AMENDMENT

25.1 *Entire Agreement*. This Agreement and the exhibits referred to in this Agreement constitute the entire, full, and complete Agreement between the parties to this Agreement concerning the subject matter hereof, and supersede all prior agreements. The parties confirm that: **(a)** they were not induced by any representations other than the words of this Agreement (and the FDD) before deciding whether to sign this Agreement; and **(b)** they relied only on the words printed in this Agreement in deciding whether to enter into this Agreement. However, nothing in this Section or elsewhere in this Agreement is intended as, nor will it be interpreted to be, a disclaimer by us of any representation made in our Franchise Disclosure Document ("**FDD**"), including the exhibits and any amendments to the FDD.

25.2 *Amendment*. Except for those changes that we are permitted to make unilaterally under this Agreement, no amendment, change, or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

26 SEVERABILITY AND CONSTRUCTION

26.1 *Introductory Paragraphs*. The parties agree that the introductory paragraphs of this Agreement, under the heading "Introduction," are accurate, and the parties agree to incorporate those paragraphs into the text of this Agreement as if they were printed here in full.

26.2 *Severability*. Except as expressly provided to the contrary in this Agreement, each portion, section, part, term, and/or provision of this Agreement will be considered severable; and if, for any reason, any section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such will not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible; and the latter will continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, and/or provisions will be deemed not to be a part of this Agreement.

26.3 *No Third Party Rights*. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor will be deemed, to confer upon any person or legal entity other than you, we, and such of our respective successors and assigns as may be contemplated (and, as to you, permitted) by Section 16.4 above, any rights or remedies under or by reason of this Agreement.

26.4 *Captions Don't Amend Terms*. All captions in this Agreement are intended solely for the convenience of the parties, and no caption will be deemed to affect the meaning or construction of any provision hereof.

26.5 *Including*. The parties agree that when used in this Agreement, the terms "includes" and "including" are intended to mean "*including but not limited to*".

26.6 *Survival*. All provisions of this Agreement which, by their terms or intent, are designed to survive the expiration or termination of this Agreement, will so survive the expiration and/or termination of this Agreement.

26.7 *How We Exercise Our Rights*. Although we may exercise any of our rights, carry out any of our obligations, or otherwise discharge any of our duties under this Agreement directly, through the use of employees, independent contractors, professional advisors (for example, a CPA), or otherwise, we will still remain responsible for the proper performance of our obligations to you under this Agreement.

26.8 *Expenses*. Each party will bear all of the costs of exercising its rights and carrying out its responsibilities under this Agreement, except as otherwise provided.

26.9 *Counterparts*. This Agreement may be signed in counterparts, and signature pages may be exchanged by electronic methods, and each such counterpart, when taken together with all other identical copies of this Agreement also signed in counterpart, will be considered as one complete Agreement.

27 APPLICABLE LAW AND DISPUTE RESOLUTION

27.1 *Choice of Law*. This Agreement takes effect when we accept and sign this document. This Agreement will be interpreted and construed exclusively under the laws of the State of Florida, which laws will prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Florida choice-of-law rules); however, that if the covenants in Section 19 of this Agreement would not be enforced as written under Florida law, then the parties agree that those covenants will instead be interpreted and construed under the laws of the state in which the Franchised Business is located. Nothing in this Section 27.1 is intended by the parties to invoke the application of any franchise, business opportunity, antitrust, implied covenant, unfair competition, fiduciary, and/or other doctrine of law of the State of Florida (or any other state) that would not otherwise apply if the words of this Section 27.1 were not printed here.

27.2 *Choice of Venue.* Subject to Section 27.3 below, the parties agree that any action that you bring against us, in any court, whether federal or state, must be brought only within the courts that have jurisdiction over Miami, Florida. Any action that we bring against you in any court, whether federal or state, may be brought within the state and judicial district in which we maintain our principal place of business.

27.2.1 The parties agree that this Section 27.2 will not be construed as preventing either party from removing an action from state to federal court; provided, however, that venue will be as set forth above.

27.2.2 The parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

27.2.3 Any such action will be conducted on an individual basis, and not as part of a consolidated, common, or class action.

27.3 *Mediation*. Before any party may bring an action in court against the other, the parties agree that they must first meet to mediate the dispute (except as otherwise provided in Section 27.5 below). Any such mediation will be non-binding and will be conducted in accordance with the then-current rules for mediation of commercial disputes of JAMS, Inc. (formerly, "Judicial Arbitration and Mediation Services, Inc.") at its location nearest to our then-current principal place of business.

27.4 *Parties Rights Are Cumulative*. No right or remedy conferred upon or reserved to us or you by this Agreement is intended to be, nor will be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each will be cumulative of every other right or remedy.

27.5 *Injunctions*. Nothing contained in this Agreement will bar our right to obtain injunctive relief in a court of competent jurisdiction against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

27.6 ***WAIVER OF JURY TRIALS*. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.**

27.7 ***MUST BRING CLAIMS WITHIN ONE YEAR*. EACH PARTY TO THIS AGREEMENT AGREES THAT ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES' RELATIONSHIP, AND/OR YOUR OPERATION OF THE FRANCHISED BUSINESS, BROUGHT BY ANY PARTY HERETO AGAINST THE OTHER (EXCLUDING CLAIMS SEEKING INDEMNIFICATION), SHALL BE COMMENCED WITHIN ONE (1) YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM OR ACTION, OR, IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY ALL PARTIES, SUCH CLAIM OR ACTION SHALL BE IRREVOCABLY BARRED.**

27.8 ***WAIVER OF PUNITIVE DAMAGES*. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER, AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES IT HAS SUSTAINED (HOWEVER, THIS**

CLAUSE SHALL NOT APPLY TO A CLAIM FOR LOST FUTURE ROYALTIES UNDER SECTION 18.11 ABOVE).

27.9 *Payment of Legal Fees*. You agree to pay us all damages, costs and expenses (including reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) that we incur after the termination or expiration of the franchise granted under this Agreement in: **(a)** obtaining injunctive or other relief for the enforcement of any provisions of this Agreement (including Sections 9 and 17 above); and/or **(b)** successfully defending a claim from you that we misrepresented the terms of this Agreement, fraudulently induced you to sign this Agreement, that the provisions of this Agreement are not fair, were not properly entered into, and/or that the terms of this Agreement (as it may be amended by its terms) do not exclusively govern the parties' relationship.

28 ACKNOWLEDGMENTS

28.1 *No Waivers.* Nothing in this Agreement is meant as, or may be construed, or otherwise interpreted: (a) as a waiver of any state law that may apply to you; nor (b) as a disclaimer of any statement or representation that we have made in our FDD.

28.2 *Your Investigation.* We have recommended that you conduct an independent investigation of the business franchised under this Agreement.

28.3 *No Warranties or Guarantees.* We do not make (and do not permit anyone speaking on our behalf) to make any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business contemplated by this Agreement.

28.4 *Your Advisors.* We recommended that you seek advice from advisors of your own choosing (including a lawyer and an accountant) about the potential benefits and risks of entering into this Agreement.

28.5 *No Conflicting Obligations.* Each party represents and warrants to the other party that there are no other agreements, court orders, or any other legal obligations that would preclude or in any manner restrict that party from: **(a)** negotiating and entering into this Agreement; **(b)** exercising its rights under this Agreement; and/or **(c)** fulfilling its obligations and responsibilities under this Agreement.

28.6 *Your Responsibility for the Choice of the Accepted Location.* You agree that you have sole and complete responsibility for the choice of the Accepted Location; that we have not (and will not be deemed to have, even by our requirement that you use a location service and/or our approval of the site that is the Accepted Location) given any representation, promise, or guarantee of your success at the Accepted Location; and that you will be solely responsible for your own success at the Accepted Location.

28.7 *Your Responsibility for Operation of the Franchised Business.* Although we retain the right to establish and periodically modify System standards, which you have agreed to maintain in the operation of your franchised Store, you retain the right and sole responsibility for the day-to-day management and operation of the Franchised Business and the implementation and maintenance of system standards at the Franchised Business.

28.8 *Different Franchise Offerings to Others.* We may modify the terms under which we offer franchises to other parties (which may differ from the terms, conditions, and obligations in this Agreement).

28.9 *Our Advice*. You agree that our advice is only that; that our advice is not a guarantee of success; and that you must reach and implement your own decisions about how to operate your Franchised Business on a day-to-day basis under the System.

28.10 *Your Independence*. You acknowledge and agree that:

28.10.1 you are the only party that employs your staff (even though we may provide you with advice, guidance, and training);

28.10.2 we are not your employer nor are we the employer of any of your staff, and even if we express an opinion or provide advice, we will play no role in your decisions regarding their employment (including matters such as recruitment, hiring, compensation, scheduling, employee relations, labor matters, review, discipline, and/or dismissal);

28.10.3 the guidance that we provide, and requirements under which you will operate, are intended to promote and protect the value of the brand and the Proprietary Marks;

28.10.4 when forming and in operating your business, you had to adopt standards to operate that business, and that instead of developing and implementing your own standards (or those of another party), you chose to adopt and implement our standards for your business (including our System and the requirements under this Agreement); and

28.10.5 you have made (and will remain always be responsible for) all of the organizational and basic decisions about establishing and forming your entity, operating your business (including adopting our standards as your standards), and hiring employees and employment matters (including matters such as recruitment, hiring, compensation, scheduling, employee relations, labor matters, review, discipline, and/or dismissal), engaging professional advisors, and all other facets of your operation.

28.11 *Two or More Signatories*. If two or more persons are signing this Agreement as the “Franchisee” (each, a "**Signatory**"), the parties agree that:

28.11.1 Each Signatory will have the power to individually bind “Franchisee” with respect to us and third parties;

28.11.2 We have the right to treat each Signatory as having the full authority to bind all other Signatories in any and all matters;

28.11.3 We have the right to treat each Signatory as if s/he represents and can act on behalf of all the other Signatory(ies) in all matters;

28.11.4 Even though there may be more than one Signatory, all of the Signatories’ rights will be one and none of the Signatories will have the right to exercise any right independent of (and/or apart from) one another;

28.11.5 We have the right to communicate with or provide notice to any Signatory, and such communication or notice will be deemed as having been given to all Signatories; and

28.11.6 If there is a conflict among the Signatories (including us receiving conflicting information from or requests between the Signatories), we have the right to select from among any conflicting or inconsistent requests by, or information from, any of the Signatories, and our selection in such case will be final and dispositive with respect to any such conflict.

28.12 *General Release*. If this Agreement is not the first contract between you (and your affiliates) and us (and our affiliates), then you agree to the following:

*You (on behalf of yourself and your parent, subsidiaries and affiliates and their respective past and present members, officers, directors, members, managers, shareholders, agents and employees, in their corporate and individual capacities) and all guarantors of your obligations under this Agreement (collectively, "**Releasors**") freely and without any influence forever release (and covenant not to sue) us, our parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities (collectively "**Releasees**"), with respect to any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "**claims**"), which any Releasor now owns or holds or may at any time have owned or held, including, without limitation, claims arising under federal, state and local laws, rules and ordinances and claims arising out of, or relating to this Agreement and all other agreements between any Releasor and any Releasee, the sale of any franchise to any Releasor, the development and operation of the "Juici Patties" Restaurants and the development and operation of all other businesses operated by any Releasor that are franchised by any Releasee.*

You also understand that you may later learn of new or different facts, but still, it is your intention to fully, finally, and forever release all of the claims that are released above. This includes your waiver of state laws that may otherwise limit a release (for example, Calif. Civil Code Section 1542, which states that "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party"). You agree that fair consideration has been given by us for this General Release and you fully understand that this is a negotiated, complete, and final release of all claims. This General Release does not release any claims arising from representations made in our Franchise Disclosure Document and its exhibits or otherwise affect any claims arising after the date of this Agreement.

*****

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

Juici Food Services LLC Franchisor	______________________________ Franchisee Entity
By:______________________________	By:______________________________
Name:____________________________	Name:____________________________
Title:_____________________________	Title:_____________________________
Effective Date:_____________________	
Address for Notices:	Address for Notices:
______________________________	______________________________
______________________________	______________________________
Attn:_____________________________	Attn:_____________________________

JUICI FOOD SERVICES LLC
FRANCHISE AGREEMENT
EXHIBIT A
DATA ADDENDUM

¶	Section Cross-Reference	Item
1	1.2	The Accepted Location under this Agreement will be: ____ ____.
2	1.3	Subject to Section 1.3 above, the Protected Area under this Agreement will be a circle that has a radius of _______________ (_______) miles and its center at the front door of the Restaurant (but not to include areas that are away from the Restaurant and on the other side of a natural boundary, such as a river).

Initials

______________________________ Franchisee

______________________________ Franchisor

JUICI FOOD SERVICES LLC
FRANCHISE AGREEMENT
EXHIBIT B
GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

In order to induce Juici Food Services LLC ("**Franchisor**") to sign the Juici Patties Franchise Agreement between Franchisor and ________________________________ ("**Franchisee**"), dated __________________________ (the "**Agreement**"), each of the undersigned parties, jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns that all of Franchisee's obligations (monetary and otherwise) under the Agreement as well as any other contract between Franchisee and Franchisor (and/or Franchisor's affiliates) will be punctually paid and performed.

Each person signing this Personal Guarantee acknowledges and agrees, jointly and severally, that:

- Upon Franchisor's demand, s/he will immediately make each payment required of Franchisee under the Agreement and/or any other contract with Franchisor and/or its affiliates.

- S/he waives any right to require Franchisor to: **(a)** proceed against Franchisee for any payment required under the Agreement (and/or any other contract with Franchisor and/or its affiliates); **(b)** proceed against or exhaust any security from Franchisee; **(c)** pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee; and/or **(d)** give notice of demand for payment by Franchisee.

- Without affecting the obligations of the undersigned persons under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. Each of the undersigned persons waive notice of amendment of the Agreement (and any other contract with Franchisor and Franchisor's affiliates) and notice of demand for payment by Franchisee, and agree to be bound by any and all such amendments and changes to the Agreement (and any other contract with Franchisor and Franchisor's affiliates).

- S/he will defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement (and any other contract with Franchisor and Franchisor's affiliates) and/or any amendment to the Agreement.

- S/he will be personally bound by all of Franchisee's covenants, obligations, and promises in the Agreement.

- S/he agrees to be personally bound by all of Franchisee's covenants, obligations, and promises in the Agreement, which include, but are not limited to, the covenants in the following Sections of the Agreement: **Section 9.3** (generally regarding trademarks), **Section 11** (generally regarding confidentiality), **Section 16** (generally regarding transfers), **Section 18** (generally regarding obligations upon termination or expiration of this Agreement), and **Section 19** (generally regarding covenants against competition) of the Agreement.

- S/he understands that: **(a)** this Guarantee does not grant them any rights under the Agreement (including but not limited to the right to use any of Franchisor's marks such as the "Juici Patties" marks) and/or the system licensed to Franchisee under the Agreement; **(b)** that they have read, in full, and understand, all of the provisions of the Agreement that are referred to above in this paragraph, and that they intend to fully comply with those provisions of the Agreement as if they were printed here; and **(c)** that they have had the opportunity to consult with a lawyer of their own choosing in deciding whether to sign this Guarantee.

This Guarantee will be interpreted and construed in accordance with **Section 27** of the Agreement (including but not limited to the waiver of punitive damages, waiver of jury trial, agreement to bring claims within one year, and agreement not to engage in class or common actions). Among other things, that means that this Guarantee will be interpreted and construed exclusively under the laws of the Store of Florida, and that in the event of any conflict of law, Florida law will prevail (without applying Florida conflict of law rules).

IN WITNESS WHEREOF, each of the undersigned persons has signed this Guarantee as of the date of the Agreement.

______________________	______________________	______________________
(in his/her personal capacity)	(in his/her personal capacity)	(in his/her personal capacity)
Printed Name:___________	Printed Name:___________	Printed Name:___________
Date:___________	Date:___________	Date:___________
Home Address:	Home Address:	Home Address:
______________________	______________________	______________________
______________________	______________________	______________________

______________________	______________________	______________________
(in his/her personal capacity)	(in his/her personal capacity)	(in his/her personal capacity)
Printed Name:___________	Printed Name:___________	Printed Name:___________
Date:___________	Date:___________	Date:___________
Home Address:	Home Address:	Home Address:
______________________	______________________	______________________
______________________	______________________	______________________

JUICI FOOD SERVICES LLC
FRANCHISE AGREEMENT
EXHIBIT C
LIST OF PRINCIPALS

Name of Principal	Home Address	Percentage Interest Held in Franchisee

Initials

Franchisee

Franchisor

JUICI FOOD SERVICES LLC
FRANCHISE AGREEMENT
EXHIBIT D

AUTHORIZATION AGREEMENT FOR ACH PAYMENTS
(DIRECT DEBITS FOR ROYALTY, MARKETING FUND CONTRIBUTION, AND OTHER FEES)

______________________________ (Name of Person or Legal Entity)

______________________________ (Tax ID Number (FEIN))

The undersigned depositor ("**Depositor**" or "**Franchisee**") hereby authorizes Juici Food Services LLC ("**Franchisor**") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("**Depository**" or "**Bank**") to debit or credit such account(s) pursuant to our instructions.

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

This authorization is to remain in full and force and effect until sixty (60) days after we have received written notification from Franchisee of its termination.

Printed Name of Depositor: ______________________________

Signed By: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

JUICI FOOD SERVICES LLC
FRANCHISE AGREEMENT
EXHIBIT E
ADA CERTIFICATION

Juici Food Services LLC ("**Franchisor**" or "**us**") and ____________________________ ("**Franchisee**" or "**you**") are parties to a franchise agreement dated _______________________________ (the "**Franchise Agreement**") for the operation of a Franchised Business at ____ (the "**Franchised Business**").

- In accordance with Section 5.6.2 of the Franchise Agreement, you certify to us that, to the best of your knowledge, the Franchised Business and its adjacent areas comply with all applicable federal, state, and local accessibility laws, statutes, codes, rules, regulations, and standards, including but not limited to the Americans with Disabilities Act.

- You acknowledge that you are an independent contractor and the requirement of this certification by Franchisor does not constitute ownership, control, leasing, or operation of the Franchised Business.

- You acknowledge that we have relied on the information contained in this certification.

- You agree to indemnify us and our officers, directors, members, managers, shareholders, and employees in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified party(ies) as a result of any matters associated with your compliance with the Americans with Disabilities Act, as well as the costs (including without limitation reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) related to the same.

Acknowledged and Agreed:

____
Franchisee:

By:___________________________________

Printed Name:__________________________

Title:_________________________________

Juici Food Services LLC
FRANCHISE AGREEMENT
EXHIBIT F

SITE SELECTION ADDENDUM

Juici Food Services LLC ("**Franchisor**" or "**us**" or "**we**") and ___________________________ ("**Franchisee**" or "**you**") have on _______________ entered into a Juici Patties Franchise Agreement ("**Franchise Agreement**") and wish to supplement its terms as set out below in this Site Selection Addendum (the "**Addendum**"). The parties agree as follows:

AGREEMENT

1. **Time to Locate Site**: Within ninety (90) days after the Effective Date of the Franchise Agreement, you agree to acquire or enter into a binding lease/sublease (collectively, a "**lease**"), at your own expense, commercial real estate that is properly zoned for the use of the business that you will conduct under the Franchise Agreement (the "**Franchised Business**") at a site that we will have accepted in writing as provided below. You agree to provide us with a copy of the signed purchase agreement or lease/sublease (and you need to close/settle on the property if purchasing).

a. Such location must be within the following area: ____ (the "**Site Selection Area**").

b. The only reason that the Site Selection Area is described is for the purpose of selecting a site for the Franchised Business.

c. We will not establish, nor franchise another party to establish, a "Juici Patties" business operating under the System within the Site Selection Area until the end of the Search Period. For purposes of this Addendum, the term "**Search Period**" means ninety (90) days from the date of this Addendum, or the period from the date of this Addendum until we have approved of a location for your Franchised Business, whichever event first occurs. Upon expiration of the Search Period, the protections of this paragraph 1.c will expire and you will have no further rights in and to the Site Selection Area than as otherwise provided in the Franchise Agreement.

d. If you do not acquire or lease a site (that we have approved in writing) for the Franchised Business in accordance with this Addendum by not later than one hundred and eighty (180) days after the date of this Addendum, that will constitute a default under Section 17.2 of the Franchise Agreement and also under this Addendum, and we will have the right to terminate the Franchise Agreement and this Addendum pursuant to the terms of Section 17.2 of the Franchise Agreement.

2. **Site Evaluation Services**: We will provide you with our site selection guidelines, including our minimum standards for a location for the Franchised Business, and such site selection counseling and assistance as we may deem advisable. We will perform one (1) on-site evaluation as we may deem advisable in response to your requests for site approval without a separate charge. If we perform any additional on-site evaluations, you must reimburse, as applicable, us for all reasonable expenses that we incur in connection with such on-site evaluation, including, without limitation, the cost of travel, lodging and meals. We will not provide on site evaluation for any proposed site before we have received from you a completed site approval form for the site (prepared as set forth in Section 3 below).

3. **Site Selection Package Submission and Approval**: You must submit to us, in the form that we specify: ***(a)*** a completed site approval form (in the form that we require); ***(b)*** such other information

or materials that we may reasonably require; and ***(c)*** an option contract, letter of intent, or other evidence satisfactory to us that confirms your favorable prospects for obtaining the site. You acknowledge that time is of the essence. We will have thirty (30) days after receipt of all such information and materials from you to approve or disapprove the proposed site as the location for the Franchised Business. We have the right to approve or disapprove any such site to serve as the Accepted Location for the Franchised Business. If we do not approve a proposed site by giving you written notice within the 30-day period, then we will be deemed to have disapproved the site.

4. **Lease Responsibilities**: After we have approved a site and before the expiration of the Search Period, you must execute a lease, which must be coterminous with the Franchise Agreement, or a binding agreement to purchase the site. Our approval of any lease is conditioned upon inclusion in the lease of the **Lease Rider** attached to the Franchise Agreement as Exhibit H. However, even if we examine the Lease, we are not responsible for review of the Lease for any terms other than those contained in the Lease Rider.

5. **Accepted Location**: After we have approved the location for the Franchised Business and you have leased or acquired that location, the location will constitute the **Accepted Location** described in Section 1.2 of the Franchise Agreement. The Accepted Location will be specified on Exhibit A to the Franchise Agreement, and will become a part the Franchise Agreement. The Protected Territory, as defined under Section 1.3 of the Franchise Agreement, will be the geographic area thereafter described in Exhibit A to the Franchise Agreement, and will become a part of the Franchise Agreement.

a. You Franchisee hereby acknowledge and agree that our approval of a site does not constitute an assurance, representation, or warranty of any kind, express or implied, as to the suitability of the site for the Franchised Business or for any other purpose. Our approval of the site indicates only that we believe the site complies with our minimum acceptable criteria solely for our own purposes as of the time of the evaluation. The parties each acknowledge that application of criteria that have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to our approval of a site, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from criteria that we used could change, thereby altering the potential of a site. Such factors are unpredictable and are beyond our control.

b. We will not be responsible for the failure of a site (even if we have approved that site) to meet your expectations as to revenue or operational criteria.

c. You acknowledge and agree that our acceptance of a franchise for the operation of the Franchised Business at the site is based on our own independent investigation of the suitability of the site.

6. **Construction**: This Addendum will be considered an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum will be controlling with respect to the subject matter hereof. All capitalized terms not otherwise defined herein will have the same meaning as set forth in the Franchise Agreement. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to duly execute and deliver this Addendum on the date first above written.

Juici Food Services LLC	______________________________
Franchisor	Franchisee
By:______________________________	By:______________________________
Name:____________________________	Name:____________________________
Title:_____________________________	Title:_____________________________

Juici Food Services LLC
FRANCHISE AGREEMENT
EXHIBIT G
LEASE RIDER

THIS ADDENDUM (the "**Addendum**") has been executed as of ______________________________, by and between ________________________________ ("**Franchisee**") and ________________________________ ("**Landlord**"), as an addendum to the lease, as modified, amended, supplemented, renewed and/or extended from time to time as contemplated herein ("**Lease**") dated as of ________________________________ for the premises located at ____ in the State of ________ ("**Premises**").

Franchisee has also entered (or will also enter) into a Franchise Agreement ("**Franchise Agreement**") with Juici Food Services LLC ("**Franchisor**") for the development and operation of a "Juici Patties" Business at the Premises, and as a condition to obtaining Franchisor's approval of the Lease, the Lease for the Premises must contain the provisions contained in this Addendum.

NOW THEREFORE, in consideration of mutual covenants set forth herein, the execution and delivery of the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Franchisee hereby agree as follows:

1. Landlord agrees to deliver to Franchisor a copy of any notice of default or termination of the Lease at the same time such notice is delivered to Franchisee. Franchisor agrees to deliver to Landlord a copy of any notice of termination under the Franchise Agreement. Franchisee hereby consents to that exchange of information by Landlord and Franchisor.

2. Franchisee hereby assigns to Franchisor, with Landlord's irrevocable and unconditional consent, all of Franchisee's rights, title and interests to and under the Lease upon any termination or non-renewal of the Franchise Agreement, but no such assignment will be effective unless and until: **(a)** the Franchise Agreement is terminated or expires without renewal; **(b)** Franchisor has exercised its Option to Purchase under the Franchise Agreement; and **(c)** Franchisor notifies the Franchisee and Landlord in writing that Franchisor assumes Franchisee's obligations under the Lease.

3. Franchisor will have the right, but not the obligation, to cure any breach of the Lease (within fifteen (15) business days after the expiration of the period in which Franchisee had to cure any such default should Franchisee fail to do so) upon giving written notice of its election to Franchisee and Landlord, and, if so stated in the notice, to also succeed to Franchisee's rights, title, and interests thereunder. The Lease may not be modified, amended, supplemented, renewed, extended, or assigned by Franchisee without Franchisor's prior written consent.

4. Franchisee and Landlord acknowledge and agree that Franchisor will have no liability or obligation whatsoever under the Lease unless and until Franchisor assumes the Lease in writing pursuant to Section 2 or Section 3, above.

5. If Franchisor assumes the Lease, as provided above, Franchisor may, without Landlord's prior consent, further assign the Lease to another franchisee of Franchisor to operate a "Juici Patties" business at the Premises provided that the proposed franchisee has met all of Franchisor's applicable criteria and requirements and has executed a franchise agreement with Franchisor. Landlord agrees to execute such further documentation to confirm its consent to the assignment permitted under this Addendum as Franchisor may reasonably request.

Upon such assignment to a franchisee of Franchisor, Franchisor will be released from any further liability under the terms and conditions of the Lease.

6. Landlord and Franchisee hereby acknowledge that Franchisee has agreed under the Franchise Agreement that Franchisor and its employees or agents will have the right to enter the Premises for certain purposes. Landlord hereby agrees not to interfere with or prevent such entry by Franchisor, its employees, or agents. Landlord and Franchisee hereby further acknowledge that if the Franchise Agreement expires (without renewal) or is terminated, Franchisee is obligated to take certain steps under the Franchise Agreement to de-identify the Premises as a "Juici Patties" business (unless Franchisor takes an assignment of the lease, as provided above). Landlord agrees to permit Franchisor, its employees or agent, to enter the Premises and remove signs (both interior and exterior), décor and materials displaying any marks, designs or logos owned by Franchisor, provided that Franchisor will bear the expense of repairing any damage to the Premises as a result thereof.

7. If Landlord is an affiliate or an Owner of Franchisee, Landlord and Franchisee agree that if Landlord proposes to sell the Premises, before the sale of the Premises, upon the request of Franchisor the Lease will be amended to reflect a rental rate and other terms that are the reasonable and customary rental rates and terms prevailing in the community where the "Juici Patties" business is located.

8. Landlord agrees that during and after the term of the Lease, it will not disclose or use Franchisor's Confidential Information (as defined below) for any purpose other than for the purpose of fulfilling Landlord's obligations under the Lease. "**<u>Confidential Information</u>**" as used herein will mean all non-public information and tangible things, whether written, oral, electronic or in other form, provided or disclosed by or on behalf of Franchisee to Landlord, or otherwise obtained by Landlord, regarding the design and operations of the business located at the Premises, including, without limitation, all information identifying or describing the floor plan and layout, furnishings, equipment, fixtures, wall coverings, flooring materials, shelving, decorations, trade secrets, techniques, trade dress, "look and feel," design, manner of operation, suppliers, vendors, and all other products, goods, and services used, useful or provided by or for Franchisee on the Premises. Landlord acknowledges that all such Confidential Information belongs exclusively to Franchisor.

9. Landlord agrees that: ***(a)*** Franchisor has granted to only one party, the Franchisee, the right to use Franchisor's proprietary trade name, trademarks, service marks logos, insignias, slogans, emblems, symbols, designs, and indicia of origin (collectively the "**<u>Marks</u>**") at the Premises under the terms of the Franchise Agreement; and ***(b)*** Franchisor has not granted any rights or privileges to use the Marks to Landlord.

10. Landlord and Franchisee agree that the premises will be used solely for the operation of a "Juici Patties" business.

11. Landlord and Franchisee agree that any default under the lease will also constitute a default under the Franchise Agreement, and any default under the Franchise Agreement will also constitute a default under the lease.

12. Lessor and Franchisee agree that the terms in this Addendum will supersede any contrary terms in the Lease and that they will not later amend the lease in a manner that supersedes the terms in this Addendum.

13. Franchisor, along with its successors and assigns, is an intended third party beneficiary of the provisions of this Addendum.

14. Landlord and Franchisee agree that copies of any and all notices required or permitted under this Addendum, or under the Lease, will also be sent to Franchisor at ____ (attention ________________________________), or to such other address as Franchisor may specify by giving written notice to Landlord.

WITNESS the execution of this Addendum under seal.

Landlord:	Franchisor*	Franchisee:
______________________	______________________	______________________
Date:	Date:	Date:
______________________	______________________	______________________
Subscribed and sworn to before me on ________________.	Subscribed and sworn to before me on ________________.	Subscribed and sworn to before me on ________________.
______________________ Notary Public	______________________ Notary Public	______________________ Notary Public
My Commission expires: ____________	My Commission expires: ____________	My Commission expires: ____________
	* The Franchisor has signed this lease rider only to acknowledge its terms and not to accept any obligations under the lease.	
______________________	______________________	______________________

EXHIBIT B

Area Development Agreement
with Exhibits

____

____
____
____
____

Re: **Development Letter Agreement**

Dear __________________:

We are pleased to be entering into this Development Letter Agreement (the "**Agreement**") with you today. As used in this Agreement, the terms "**you**", "**your**", and "**Developer**" mean ____, and the terms "**we**", "**us**", and "**Franchisor**" mean Juici Food Services LLC

1. *Development*. This Agreement relates to the terms under which you will develop "Juici Patties" business (each a "**Location**") within the "**Development Area**" that is specified on the attached Data Sheet (Exhibit A). Each Location will be established under the terms of a separate Franchise Agreement (the "**Franchise Agreement**") for that Location, which will specify, among other things, the approved location of that Location.

2. *Development Schedule*. You agree to establish each of the Locations in the Development Area according to the development schedule that is specified on the attached Data Sheet (Exhibit A). That schedule is referred to as the "**Development Schedule**."

3. *Term*. The term of this Agreement starts only when both parties have signed below, and ends on the last date specified in the Development Schedule, unless this Agreement is sooner terminated (the "**Term**").

4. *Fees*.

4.1 In consideration of the development rights granted in this Agreement, you agree to pay us, upon signing this Agreement, a development fee in the amount of ________________________ ($___________) (the "**Development Fee**"), which represents: **(a)** Thirty Thousand Dollars ($30,000) for the first Location you agree to open under this Agreement; *plus* **(b)** Twelve Thousand Dollars ($12,000) multiplied by the number of additional Locations you agree to open under this Agreement (which is ________).

4.2 If you are in compliance with your obligations under this Agreement, then we will credit to you the sum of:

4.2.1 Thirty Thousand Dollars ($30,000) for the first Location you agree to open under this Agreement; and

4.2.2 Twelve Thousand Dollars ($12,000) for each additional Location you agree to open under this Agreement.

We will apply these credits to the initial franchise fee payable under each Franchise Agreement for a Location that you are required to open under this Agreement (however, the parties agree that the total amount of the credits that we grant to you under this Section 4.2 will not exceed one-half (½) of the total Development Fee that you have actually paid to us).

4.3 The Development Fee shall be fully earned when we receive it from you and it shall be non-refundable in consideration of administrative and other expenses we incur and for the development opportunities lost or deferred as a result of the rights we have granted to you under this Agreement.

4.4 You agree to pay us our then-current initial franchise fee for each Franchise Agreement signed pursuant to this Agreement. The initial franchise fee is in addition to the Development Fee and will be due when you execute each Franchise Agreement.

4.5 All payments that are due under this Agreement shall be made without deduction or offset, including for any taxes or other amounts. All payments shall be made in the U.S. and in U.S. Dollars, by wire-transfer to a bank account that we designate in writing for that purpose.

5. *Development Rights*. Your rights under this Agreement are non-exclusive, as further set out in Section 6 below.

6. *Reserved Rights*. We reserve all rights, including the following (on any terms and conditions we deem advisable, and without granting you any rights in these actions):

6.1 advertise and promote the “Juici Patties” trademarks (“**Proprietary Marks**”) anywhere;

6.2 fulfill, and license others to fulfill, customer orders by providing catering and delivery services in the Development Area;

6.3 establish and operate (and/or and franchise others to establish and operate) “Juici Patti” Locations anywhere (except as might otherwise be provided in a separate Franchise Agreement);

6.4 acquire and/or be acquired, and then operate and/or grant franchises for any kind of business, anywhere;

6.5 operate and/or grant franchises for any kind of business, anywhere; and

6.6 sell and distribute, or license others to sell and distribute, directly or indirectly, any products in ready-to-prepare or bulk packaged form (as compared to single-serving ready-to-consume form) and other items bearing the Proprietary Marks (such as merchandise), from any location or to any purchaser (including, but not limited, the sale of items at wholesale and to purchasers in the Development Area through supermarkets, shops, mail order, and on the Internet, under our Proprietary Marks or as private-labeled items).

7. *Other Brands*. In addition to the “Juici Patties” brand, you understand that we may operate (or may become affiliated with other companies that operate) businesses under other brand names, and also that we may acquire other brands (or be acquired by a company that operates other brands) (collectively, “**Other Brands**”). You understand and agree that this Agreement grants you no rights with respect to any Other Brands.

8. *No License to use the Marks*. This Agreement does not grant you any license to use, in any manner whatsoever, our Proprietary Marks or the "Juici Patties" system. To the extent that we are licensing those rights to you, that license will be set out under the Franchise Agreements.

9. *Signing of the Franchise Agreements*. You must sign a Franchise Agreement for each Location. Each Location shall be located at a site that we have approved, within the Development Area, as provided below. The Franchise Agreement for each Location developed under this Agreement shall be in the form of our then-current Franchise Agreement.

9.1 You must sign a separate Franchise Agreement for each Location and submit to us for countersignature not more than thirty (30) days after you sign the lease or purchase property for that Location.

9.2 If you are in full compliance with your obligations under this Agreement and all of the Franchise Agreements between you (and your affiliates) and us (and our affiliates), then, even if the new form of Franchise Agreement says otherwise, the Franchise Agreement for each Location required to be established under Section 1 above will have the initial franchise fee, royalty fee, and marketing requirement, the same as set forth in the form of Franchise Agreement appended to this Agreement as Exhibit B.

10. *Location Development and Site Approval*. For each proposed site for a Location, you must submit to us, in a form we may specify, a completed site approval package and such other information or materials as we may reasonably require. You must submit the site approval package, information, and materials by no later than two hundred and forty (240) days before the date on which the Location must open as listed in the Development Schedule. You also must obtain our site approval for the first Location to be developed under this Agreement within four (4) months after the date of this Agreement. If we give our written approval to a proposed site, then we will send you written notice of approval within thirty (30) days after we receive your completed site approval package. If we do not send that notice to you within the same thirty-day period, then we shall be deemed to have disapproved of the proposed site. You may not open or operate a Location at a location that has not been approved by us.

10.1 If you plan to occupy the premises from which the Location is to be operated under a lease, then before signing the lease, you must submit to us the draft lease or sublease for our approval. Our approval of the lease shall be conditioned upon the inclusion in the lease of terms acceptable to us, and that are consistent with our rights and your responsibilities under the Franchise Agreement. You must obtain our prior written approval as to the site for each Location before you enter into a lease or sublease for that site, and before you start construction at these sites. Within thirty (30) days after we give our site approval, you must sign a lease, after obtaining our approval of the terms of the lease, or a binding agreement to purchase the site, subject only to your obtaining any necessary zoning variances, building, or use permits. Nothing in this Section 10 shall be deemed to amend or modify your obligation to meet the Development Schedule. As used in this Agreement, the term "lease" includes subleases and similar subordinate grants of occupancy rights.

10.2 Recognizing that time is of the essence, you agree to satisfy the Development Schedule. If you do not meet the Development Schedule, or if you do not submit a completed site approval package and obtain our approval within the time periods noted in Section 10, that will constitute a default under this Agreement.

10.3 We may provide guidance to you in obtaining sites for your Locations. Neither our acceptance of a proposed site nor any information we communicate to you regarding our standard site selection criteria for Locations nor publicly available data for the site constitutes a warranty or representation of any kind, expressed or implied, as to the suitability of the site for a Location or for any other purpose. Our acceptance of a site merely signifies that we are willing to grant a franchise for a Location at that location. Your decision to develop and operate a Location at the site is based solely on your own independent investigation of the suitability of the site.

10.4 In consideration of our acceptance of the site, you and each of your owners release us and our affiliates, as well as our officers, directors, members, managers, employees, and agents, from all loss, damages and liability arising from or in connection with the selection or acceptance of the site for development as a Location, and agree to hold each such party harmless for such site approval.

10.5 In connection with your proposed site and lease for the operation of each Location, you acknowledge and agree that:

a. Whether you choose to proceed ahead with a particular site depends on your confidence in the site after doing your homework, carefully investigating all of the concerns (in addition to any that we may have raised), and investigating whether proper signage can be used at the site. If you decide to proceed ahead with a proposed site, you will still have to determine whether you can obtain a lease on favorable terms.

b. There is no way to know whether a particular site is likely to be successful or not, or whether you have considered every important factor. Factors you cannot predict may also play a role (for example, a construction project that impedes the flow of traffic).

c. If you decide to go ahead with a proposed site and we "approve" that site, you should know that our "go ahead" or even our "approval" does not mean that we have reached any conclusion as to whether or not you will be successful in operating a Location at that site. The review we conduct is for our own benefit just to make sure that a site meets certain internal characteristics.

d. Our review and approval of the proposed site and lease is not a recommendation or endorsement, and obviously not a guarantee that the site or lease terms are suitable. You are responsible for making the decision and you must take the steps you think are needed to determine whether the site is beneficial to you and whether the terms of the proposed lease make sense.

10.6 We will provide you with a representative (the "**Opening Representative**") for at least five (5) days to assist you in the pre-opening and/or opening of the first two (2) Locations you open pursuant to this Agreement. You must pay the costs and expenses (including salary, travel (airfare) meals, lodging, and other expenses) we incur in connection with the Opening Representative providing this assistance. We will determine the number of representatives to send and the duration of the Opening Representative assistance, and may decrease the assistance provided for your second and subsequent Location openings. For the third (3rd) and each additional Location you open pursuant to this Agreement, you may opt out of our Opening Representative program.

10.7 You acknowledge and agree that any of our designees, employees, agents, or independent contractors (such as an "area developer") may perform any duty or obligation imposed on us by the Agreement, as we may direct (if so, we will, nonetheless, remain responsible to you for the performance of these obligations).

11. *Provisions of the Franchise Agreement Incorporated By Reference*. The parties agree that they have read and understand each of the following provisions of the Franchise Agreement, and that those provisions are incorporated by reference into this Agreement as if they were printed here in full,

and that the provisions noted above also apply to this Agreement (except that reference to the "Franchisee" in those provisions shall refer to you under this Agreement):

11.1 Section 11 – Confidentiality

11.2 Section 15 – Insurance

11.3 Section 16 - Transfer of Interest (and also see Section 12 below)

11.4 Section 17 – Default and Termination (and also see Section 13 below)

11.5 Section 18 – Obligations upon Termination or Expiration

11.6 Section 19 – Covenants

11.7 Section 20 – Taxes, Permits, and Indebtedness

11.8 Section 21 – Independent Contractor and Indemnification

11.9 Section 22 – Force Majeure

11.10 Section 23 – Approvals and Waivers

11.11 Section 24 – Notices

11.12 Section 26 – Severability and Construction

11.13 Section 27 – Applicable Law and Dispute Resolution *(You specifically acknowledge and agree that the provisions in Section 27 of the Franchise Agreement apply to this Agreement as well. Among other things, the provisions of Section 27 provide (in the detail spelled out in the Franchise Agreement) that Florida law shall exclusively govern the terms of this Agreement (but not applying Florida conflict of laws rules), and that the parties agree to waive any right trial by jury; that you are waiving the right to seek or collect punitive damages; that the parties must first mediate any dispute before bringing an action in court; that the venue for any action you may file against us will be in the courts that have jurisdiction over the City of Miami, Florida; that you are waiving participation in a common or class action against us; and that all legal actions you bring must be brought within one (1) year from the occurrence of the facts giving rise to such claim or action (excluding claims for indemnification) – all as described in Section 27 of the Franchise Agreement).*

11.14 Section 28 – Acknowledgments

12. *Transfers*. In addition to the provisions of Section 11.3 above, you understand and agree that we have entered into this Agreement in reliance on your promise and commitment to establish and operate an agreed-upon number of Locations, and that as a result, you agree that it would not be unreasonable for us to withhold our consent to a transfer of some, but not all, of the Franchise Agreements separate from one another, and in any case, separate from the rights set forth under this Agreement (if this Agreement has not at the time of a proposed transfer either expired or terminated).

13. *Defaults*. In addition to the provisions of Section 11.4 above, you will be in default under this Agreement if you: ***(a)*** do not meet your obligations under the Development Schedule and/or if any other agreement between you (and/or your affiliates) and us is terminated; and/or ***(b)*** fail to provide us with any information or documents we have the right to request under this Agreement or any other agreement between you (and/or your affiliates) and us (and/or our affiliates). If you are in default under

this Agreement, then we will have the right to: ***(i)*** terminate this Agreement by giving you written notice of termination, which will take effect immediately (unless otherwise required under applicable law); or ***(ii)*** take any lesser action instead of terminating this Agreement, including suspending and/or eliminating your rights to the Development Area. A default under this Agreement shall not constitute a default under any Franchise Agreement between the parties.

14. *Entire Agreement and Amendment*. This Agreement, together with the provisions that are incorporated by reference pursuant to Section 11 above and the Data Sheet that is attached to this Agreement, together constitute the entire, full, and complete agreement between the parties concerning the subject matter of this Agreement, and supersede all prior agreements, no other representations having induced Franchisee to execute this Agreement. The parties acknowledge and agree that they relied only on the words printed in this Agreement (and the Data Sheet, and the provisions of the Franchise Agreement that are incorporated by reference) in deciding whether to enter into this Agreement. Except for those permitted to be made unilaterally by Franchisor under this Agreement, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the franchise disclosure document ("**FDD**"), its exhibits and amendments.

15. *Indemnity*. You agree to defend, indemnify and hold us, our owners and affiliates, and our (and our affiliates') officers, directors, members, managers, employees, and agents harmless against any and all claims arising directly or indirectly from, as a result of, or in connection with your operation of the business contemplated under this Agreement, as well as the costs of defending against them (including, but not limited to, reasonable attorneys' fees, reasonable costs of investigation, court costs, and arbitration fees and expenses).

16. *Confirmation that You Read and Understand the Franchise Agreement*. You acknowledge that you have read and understand the Franchise Agreement attached to this Agreement as Exhibit D (and/or the copy of the franchise agreement that is Exhibit A in our FDD) (including the provisions of the Franchise Agreement that are referenced (and/or incorporated by reference) into this Agreement via Section 11 above (including the waiver of jury trial, the waiver of punitive damages, the mediation and venue clauses, and the provision waiving participation in a common or class action)).

17. *Captions*. The parties agree that: (a) the headings and captions in this Agreement are merely for the sake of convenience and are not meant (and shall not be deemed) to change or have any affect upon the meaning of the Agreement; and (b) when used in this Agreement the terms "includes" and "including" (and similar expressions) mean "including but not limited to".

IN WITNESS WHEREOF, the parties have duly executed, sealed, and delivered this Agreement in duplicate as of the Effective Date (which is noted below our signature on this page).

Juici Food Services LLC Franchisor	________________________________ Developer Entity
By:______________________________	By:______________________________
Name:____________________________	Name:____________________________
Title:_____________________________	Title:_____________________________
Effective Date:______________________	
Address for Notices:	Address for Notices:
________________________________ ________________________________	________________________________ ________________________________
Telephone:________________________ Fax:______________________________ Attn:_____________________________	Telephone:________________________ Fax:______________________________ Attn:_____________________________

Exhibits:

A – Data Sheet; and
B – Guarantee, Indemnification, and Acknowledgment
C – List of Principals in Area Developer
D – Form of Franchise Agreement

Juici Food Services LLC
Area Development Agreement
Exhibit A
Data Sheet

The Development Area under this Agreement shall be:

The present political boundaries of:

____

(excluding airports, seaports, and U.S. Government-operated facilities).

Initialed

______________________ ______________________
Franchisor Developer Party

The Development Schedule under this Agreement shall be:

By this anniversary of the date of this Agreement	Cumulative Total Number of Locations That You Agree To Have Open and in Operation in the Development Area

Initialed

______________________ ______________________
Franchisor Developer Party

The Development Fee under this Agreement shall be:

$30,000 *plus* $____________ x ___________ = $ _____________
(Number of Locations)

Initialed

______________________ ______________________
Franchisor Developer Party

Juici Food Services LLC
Area Development Agreement
Exhibit B
Guarantee, Indemnification, and Acknowledgment

In order to induce Juici Food Services LLC ("**Franchisor**") to sign the "Juici Patties" Area Development Agreement between Franchisor and ____ ("**Area Developer**"), dated __________________ (the "**Agreement**"), each of the undersigned parties, jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns that all of Area Developer's obligations (monetary and otherwise) under the Agreement as well as any other contract between Area Developer and Franchisor (and/or Franchisor's affiliates) will be punctually paid and performed.

Each person signing this Personal Guarantee acknowledges and agrees, jointly and severally, that:

- Upon Franchisor's demand, s/he will immediately make each payment required of Area Developer under the Agreement and/or any other contract with Franchisor and/or its affiliates.

- S/he waives any right to require Franchisor to: **(a)** proceed against Area Developer for any payment required under the Agreement (and/or any other contract with Franchisor and/or its affiliates); **(b)** proceed against or exhaust any security from Area Developer; **(c)** pursue or exhaust any remedy, including any legal or equitable relief, against Area Developer; and/or **(d)** give notice of demand for payment by Area Developer.

- Without affecting the obligations of the undersigned persons under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Area Developer, or settle, adjust, or compromise any claims against Area Developer. Each of the undersigned persons waive notice of amendment of the Agreement (and any other contract with Franchisor and Franchisor's affiliates) and notice of demand for payment by Area Developer, and agree to be bound by any and all such amendments and changes to the Agreement (and any other contract with Franchisor and Franchisor's affiliates).

- S/he will defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) resulting from, consisting of, or arising out of or in connection with any failure by Area Developer to perform any obligation of Area Developer under the Agreement (and any other contract with Franchisor and Franchisor's affiliates) and/or any amendment to the Agreement.

- S/he will be personally bound by all of Area Developer's covenants, obligations, and promises in the Agreement.

- S/he agrees to be personally bound by all of Area Developer's covenants, obligations, and promises in the Agreement, which include, but are not limited to, those found in the following Sections of the Agreement: **Section 8** (generally regarding trademarks), **Section 11.1** (generally regarding confidentiality), **Sections 11.3 and 13** (generally regarding Transfers), **Section 11.5** (generally regarding obligations upon termination or expiration of this Agreement), and **Section 11.6** (generally regarding covenants against competition) of the Agreement.

- S/he understands that: **(a)** this Guarantee does not grant them any rights under the Agreement (including but not limited to the right to use any of Franchisor's marks such as the "Juici Patties" marks) and/or the system licensed to Area Developer under the Agreement; **(b)** that they have read, in full, and understand, all of the provisions of the Agreement that are referred to above in this paragraph, and that they intend to fully comply with those provisions of the Agreement as if they were printed here; and **(c)** that they have had the opportunity to consult with a lawyer of their own choosing in deciding whether to sign this Guarantee.

This Guarantee will be interpreted and construed in accordance with **Sections 11.13** of the Agreement (including but not limited to the waiver of punitive damages, waiver of jury trial, agreement to bring claims within one year, and agreement not to engage in class or common actions) that are incorporated by reference there from Section 27 of the attached franchise agreement. Among other things, that means that this Guarantee will be interpreted and construed exclusively under the laws of the State of Florida, and that in the event of any conflict of law, Florida law will prevail (without applying Florida conflict of law rules).

IN WITNESS WHEREOF, each of the undersigned persons has signed this Guarantee as of the date of the Agreement.

________________________ (signed in his/her personal capacity)	________________________ (signed in his/her personal capacity)	________________________ (signed in his/her personal capacity)
Printed Name:__________________	Printed Name:__________________	Printed Name:__________________
Date:____________________	Date:____________________	Date:____________________
Home Address:	Home Address:	Home Address:
________________________	________________________	________________________
________________________	________________________	________________________

________________________ (signed in his/her personal capacity)	________________________ (signed in his/her personal capacity)	________________________ (signed in his/her personal capacity)
Printed Name:__________________	Printed Name:__________________	Printed Name:__________________
Date:____________________	Date:____________________	Date:____________________
Home Address:	Home Address:	Home Address:
________________________	________________________	________________________
________________________	________________________	________________________

Juici Food Services LLC
Area Development Agreement
Exhibit C
List of Principals

Name of Principal	Home Address	Percentage Interest Held in Area Developer

Initials

____________________ Franchisee

____________________ Franchisor

Juici Food Services LLC
Area Development Agreement
Exhibit D
Form of Franchise Agreement

(if not attached please refer to copy that is included as Exhibit A in our FDD)

EXHIBIT C
List of 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:

CALIFORNIA Commissioner Dep't of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677	**NEW YORK** New York State Dep't of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8236
HAWAII Commissioner of Securities Dep't of Commerce & Consumer Affairs Bus. Reg. Div., Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Dep't State Capitol Dep't 414 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Dep't of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center, 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Consumer Protection Div., Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7622	**WASHINGTON** Dep't of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760
MINNESOTA Minnesota Dep't of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT D
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:

CALIFORNIA Commissioner Dep’t of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677	**NEW YORK** New York Secretary of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
HAWAII Commissioner of Securities Dep’t of Commerce & Consumer Affairs Bus. Reg. Div., Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Commissioner State Capitol 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Director of Dep’t of Business Regulation Dep’t of Business Regulation Securities Div., Bldg. 69, 1st Floor John O. Pastore Center, 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General’s Office Consumer Protection Div., Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7622	**WASHINGTON** Dep’t of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760
MINNESOTA Minnesota Dep’t of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

Exhibit E
Juici Patties US Franchisees and Former Franchisees
(as of the date of this Disclosure Document)

Franchisees (Note 1)

State	Franchisee	Company Address
Florida	Grey Pendulum LLC	2770 N Military Trl, Ste 7 West Palm Beach, FL 33409
	Rankidd Inc.	5400 SW 129th Avenue Miramar, FL 33027
	Patties & More LLC	6972 NW 9th St Margate, FL 33063
	Food Dynamix Enterprise, LLC	784 Vista Meadows Drive Weston, FL 33327
	Morant Kay Market LLC	66 West Flagler Street Suite 900-6621 Miami, FL 33130
	CDM Foods	350 S Osceola Ave Unit 2 Orlando, FL 32801
	Tallowah Group LLC	810 Brumley Road Chuluota, FL 32766

Former Franchisees

None.

1. As of the date of this Disclosure Document, none of the listed Franchised Businesses are yet open to the public.

Exhibit F
Juici Patties Company-Owned US Businesses
(as of the date of this Disclosure Document)

None.

Exhibit G
Juici Food Services LLC Financial Statements

Plante & Moran, PLLC
Suite 300
19176 Hall Road
Clinton Township, MI 48038
Tel: 586.416.4900
Fax: 586.416.4901
plantemoran.com

April 25, 2023

To the Member
Juici Food Services LLC

We have audited the financial statements of Juici Food Services LLC (the “Company”) as of and for the year ended December 31, 2022 and have issued our report thereon dated April 25, 2023. Professional standards require that we provide you with the following information related to our audit, which is divided into the following sections:

Section I - Internal Control Related Matters Identified in an Audit

Section II - Required Communications with Those Charged with Governance

Sections I and II include information that we are required to communicate to those individuals charged with governance of the Company. Section I communicates a deficiency we observed in the Company's internal control that we believe is a material weakness. Section II communicates significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process.

We would like to take this opportunity to thank the Company’s staff for the cooperation and courtesy extended to us during our audit. Their assistance and professionalism are invaluable.

This report is intended solely for the use of the member and management of the Company and is not intended to be and should not be used by anyone other than these specified parties.

We welcome any questions you may have regarding the following communications, and we would be willing to discuss these or other questions that you might have at your convenience.

Very truly yours,

Plante & Moran, PLLC

Lisa C. Plonka

Lisa Plonka, CPA

Section I - Internal Control Related Matters Identified in an Audit

In planning and performing our audit of the financial statements of the Company as of and for the year ended December 31, 2022, in accordance with auditing standards generally accepted in the United States of America, we considered the Company's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses, and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified a certain deficiency in internal control that we consider to be a material weakness.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected, on a timely basis.

We consider the following deficiency in the Company’s internal control to be a material weakness:

Segregation of Duties - During fieldwork, it was noted that the member of the Company has the ability to perform wire transfers without approval by a second authorized party. Whenever a single individual can unilaterally complete wire transfers, the Company is at risk of potential misappropriation of assets. We recommend management implement dual approval of wire transfers directly with the bank.

Section II - Required Communications with Those Charged with Governance

Our Responsibility Under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated January 10, 2023, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities. Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.

As part of our audit, we considered the internal control of the Company. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to you in our meeting about planning matters on January 19, 2023.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by Company are described in Note 2 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during 2022.

We noted no transactions entered into by the Company during the year for which there is a lack of authoritative guidance or consensus.

There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

There were no significant balances, amounts, or disclosures in the financial statements based on sensitive management estimates.

The disclosures in the financial statements are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in performing and completing our audit.

Disagreements with Management

For the purpose of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Section II - Required Communications with Those Charged with Governance (Continued)

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We did not detect any misstatements as a result of audit procedures.

Significant Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, business conditions affecting the Company, and business plans and strategies that may affect the risks of material misstatement, with management each year prior to our retention as the Company's auditors. However, these discussions occurred in the normal course of our professional relationship, and our responses were not a condition of our retention.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 25, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a second opinion on certain situations. If a consultation involves application of an accounting principle to the Company's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Information Included in Annual Reports

Our responsibility for other information included in annual reports does not extend beyond the financial statements, and we do not express an opinion or any form of assurance on the other information. However, we read the Franchise Disclosure Document, and nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially misstated or materially inconsistent with the information or manner of its presentation appearing in the financial statements.

Juici Food Services LLC

(a wholly owned subsidiary of Juici Food Holdco LLC)

Financial Report

December 31, 2022

Juici Food Services LLC

Contents

Plante & Moran, PLLC
Suite 300
19176 Hall Road
Clinton Township, MI 48038
Tel: 586.416.4900
Fax: 586.416.4901
plantemoran.com

Independent Auditor's Report

To the Member
Juici Food Services LLC

Opinion

We have audited the financial statements of Juici Food Services LLC (the "Company"), which comprise the balance sheet as of December 31, 2022 and 2021 and the related statements of operations, member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021 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 audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audits of the Financial Statements* section of our report. We are required to be independent of the Company and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audits 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 audits conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

To the Member
Juici Food Services LLC

In performing audits in accordance with GAAS, we:

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

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

Plante & Moran, PLLC

April 25, 2023

Juici Food Services LLC

Balance Sheet

December 31, 2022 and 2021

	2022	2021
Assets		
Current Assets - Cash	$ 141,975	$ 29,975
Deferred Franchise Costs	56,000	-
Total assets	**$ 197,975**	**$ 29,975**
Liabilities and Member's Equity		
Deferred Revenue	$ 168,000	$ -
Member's Equity	29,975	29,975
Total liabilities and member's equity	**$ 197,975**	**$ 29,975**

Juici Food Services LLC

Statement of Operations

Years Ended December 31, 2022 and 2021

	2022	2021
Net Income	**$ -**	**$ -**

See notes to financial statements.

Juici Food Services LLC

Statement of Member's Equity

Years Ended December 31, 2022 and 2021

Balance - January 1, 2021	$ -
Net income	-
Issuance	29,975
Balance - December 31, 2021	29,975
Net income	-
Balance - December 31, 2022	**$ 29,975**

See notes to financial statements.

Juici Food Services LLC

Statement of Cash Flows

Years Ended December 31, 2022 and 2021

	2022	2021
Cash Flows from Operating Activities		
Net income	$ -	$ -
Adjustments to reconcile net income to net cash from operating activities -		
Changes in operating assets and liabilities that provided (used) cash:		
Deferred revenue	168,000	-
Deferred franchise costs	(56,000)	-
Net cash provided by operating activities	112,000	-
Cash Flows Provided by Financing Activities - Member contributions	-	29,975
Net Increase in Cash	112,000	29,975
Cash - Beginning of year	29,975	-
Cash - End of year	**$ 141,975**	**$ 29,975**

Note 1 - Nature of Business

Juici Food Services LLC (a wholly owned subsidiary of Juici Food Holdco LLC) (the "Company") is a limited liability company organized in the state of Florida. The Company is engaged in franchising restaurant locations of the fast-food chain, Juici Patties. The Company operates under the name Juici Patties Restaurant and related trademarks (the "Marks"). As of December 31, 2022, the Company had signed three development agreements for various locations and four franchise agreements.

Note 2 - Significant Accounting Policies

Basis of Presentation

The financial statements of the Company have been prepared on the basis of generally accepted accounting principles (GAAP). The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect amounts reported in the financial statements. Actual results could differ from those estimates.

Cash

The total amount of bank deposits that were insured by the FDIC at December 31, 2022 and 2021 was $141,975 and $29,975, respectively.

Revenue Recognition

The Company's revenue consists of franchise fees. The Company sells individual franchisees the right to operate a Juici Patties location within a defined territory using the franchise brand name. The initial nonrefundable franchise fees are recognized as revenue over the term of the franchise agreement or upon termination of such agreement. The Company had no revenue for the years ended December 31, 2022 and 2021.

The Company has performance obligations to provide franchisees with the franchise rights to operate a Juici Patties location, training, and site selection, as well as provide marketing and advertising for which fees are charged. The Company has concluded that these items represent a single performance obligation. Therefore, the initial franchise fee for each agreement is allocated to each individual franchise and recognized over the term of the respective franchise agreement, typically five years, beginning on the date the location is opened.

The Company entered into area development agreements with franchisees. The development agreement is for a specified territory and requires an upfront development fee for each expected location, payable upon execution of the development agreement, with the balance of the full franchise fee for each location due upon lease execution. The number of units in the development agreement, the geographic territory outline, and the length of time that the franchisee has the exclusive right to develop those units vary by the territory and the agreement between the Company and the franchisee. The area development agreement is considered a part of the overall contract between the Company and the franchisee, as it is negotiated with a single commercial objective to open a specific number of locations in a defined geographic territory or market. These area development agreements represent an attribute of the franchise right (single performance obligation with the franchise right).

The initial franchise fees are due and typically paid when a franchise agreement is executed and are nonrefundable. These fees are collected prior to the satisfaction of the Company's performance obligations, resulting in the Company recognizing deferred revenue contract liabilities. Deferred revenue as of December 31, 2022 and 2021 was $168,000 and $0, respectively.

The Company incurs broker or sales commission expenses paid to employees or third parties to obtain franchise agreements with franchisees. As such commissions are incurred directly as a result of the signed franchise agreements, these costs are deferred and recognized over the term of the respective franchise agreement. Deferred franchise costs as of December 31, 2022 and 2021 were $56,000 and $0, respectively.

Note 2 - Significant Accounting Policies (Continued)

Income Taxes

The Company is treated as a partnership for federal income tax purposes. Consequently, federal income taxes are not payable or provided for by the Company. The member is taxed individually on its pro rata ownership share of the Company's earnings. The Company's net income or loss is allocated to the member in accordance with the Company's operating agreement.

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 revenue and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events

The financial statements and related disclosures include evaluation of events up through and including April 25, 2023, which is the date the financial statements were available to be issued.

Note 3 - Member's Equity

The Company was formed in 2021 through a contribution of equity from its member in the amount of $29,975.

Note 4 - Related Party Transactions

During 2022 and 2021, certain expenses of the Company were paid by the member totaling approximately $57,000 and $150,000, respectively.

Exhibit H

Table of Contents for Brand Standards Manual

Total Pages in Brand Standards Manual **328**

Section

A

FRANCHISE OPERATIONS MANUAL

Introduction

This first part of the Juici Patties Franchise Operations Manual is meant to reinforce our desire to support you as you set out to start your own business and to summarize the nature of the franchisee-franchisor relationship within the Juici Patties system.

You are now part of a franchise system, where consistency is valued more highly than individuality. So use the proven methods, professional expertise, and experience offered to you as a Juici Patties franchisee.

Table of Contents

Section

B

FRANCHISE
OPERATIONS
MANUAL

Pre-Opening Procedures

As you prepare to open your new restaurant, there are many general business tasks you must tend to. This includes things like securing a location, setting up bank accounts, purchasing required equipment and supplies, obtaining required licenses and permits, securing the necessary services and insurance, and initially spreading the word about your new restaurant in your local area.

This section covers the tasks you must complete to begin operation of your Juici Patties franchise in accordance with our standards.

Table of Contents

Section

C

FRANCHISE
OPERATIONS
MANUAL

Human Resources

Your employees are your most important resource. You are the employer of your employees and, therefore, you are ultimately responsible for creating your own policies and procedures relative to managing your personnel. This section of the manual is designed to help you handle such issues related to dealing with employees – from recruitment, to hiring, to training, supervision, and discipline. These are not set forth as requirements, but rather guidelines and best practices that you are free to adopt or not, unless otherwise described.

Managing a business can be challenging. Often, the frustrations stem from human resources-related issues. This section of the manual is intended to lessen those frustrations and provide you with some tools that may be helpful in getting the most out of this important resource.

This section also touches upon legal concerns that go along with managing staff. However, it does not attempt to cover every issue you will face when working with your employees, so you are encouraged to contact your attorney whenever you have a particular question or challenge.

Note: All HR forms that include the Juici PattiesMarks must also include the legal identity of your independent business (dba).

Table of Contents

Section

D

FRANCHISE OPERATIONS MANUAL

Daily Operating Procedures

This section of the manual will provide you with the steps needed to smoothly operate your franchise on a daily basis. However, there is no substitute for direct, hands-on training. These discussions are designed to enhance that training. They outline the various aspects of running a Juici Patties on a daily basis and are meant to serve as a reference.

By implementing the recommended procedures in your operation, you and all other franchisees will benefit. Not only will your franchise make a good name for itself, but the entire franchise network will as well.

If you have any questions regarding the operation of your Juici Patties franchise, contact your store support rep.

Table of Contents

Section

E

FRANCHISE OPERATIONS MANUAL

Managing a Juici Patties

As a Juici Patties owner, you are responsible for absolutely everything that happens in your restaurant on a daily basis. But in addition to making sure daily tasks are properly taken care of by your team members, there are additional management-related duties that you must complete to monitor what is happening in your facility and make adjustments as necessary. If you will not be acting as manager on a given shift, then this responsibility falls to your manager on duty.

At the beginning of all shifts, managers should make sure all areas of the facility are in good operating order (i.e., enough food prepped, kitchen lines maintained, stocked stations, neatly arranged and clean dining area, etc.).

If there is more than one manager working during the course of the day, they should be sure to communicate with each other. Communication includes, but is not limited to, scheduled team members, vendor issues, and daily specials and promotions. Managers are responsible for facilitating a smooth-running operation with respect to team members and guests. They must be aware of the status of all areas of operation and be prepared to fill in and/or delegate as necessary.

Table of Contents

Section

F

FRANCHISE OPERATIONS MANUAL

Marketing and Promotion

No matter how great your business concept is, a well-conceived and cohesive marketing strategy is necessary for the success of the business. We will be doing our part to make the Juici Patties name the first one that comes to mind for anyone looking for delicious food served in a fun and family friendly environment.

Your job as a Juici Patties franchisee is to promote and advertise the Juici Patties concept in your exclusive area. Good marketing efforts will ensure a steady stream of business.

This section of the manual contains guidelines for developing and implementing a marketing program that will help you effectively promote Juici Patties in your area. This, coupled with our years of experience, will help you achieve maximum name recognition and acceptance in your area while at the same time strengthening the entire Juici Patties network.

Table of Contents

Exhibit I

State-Specific Disclosures

Illinois Disclosure Addendum

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44 the Disclosure Document for Juici Food Services LLC for use in the State of Illinois is amended as follows:

1. Item 5, “Initial Fees” is amended by adding the following:

   We will defer payment of the initial franchise fee and other initial payments owed by franchisees to us until we have completed our pre-opening obligations under the franchise agreement and the franchisee has commenced doing business. The Illinois Attorney General’s Office imposed this deferral requirement due to our financial condition.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended by adding the following:

   Illinois law shall apply to and govern the Franchise Agreement(s).

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

   Franchisees' 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 Franchise 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.

New York Disclosure

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 C 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.

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

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

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

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" description in Item 17(c), titled "**Requirements for you to renew or extend**," and Item 17(m), entitled "**Conditions for our approval of transfer"**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of N.Y. General Business Law and the regulations issued thereunder shall remain in force; it being the intent of this clause that the non-waiver provisions of N.Y. General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language is added to the end of the "Summary" description in Item 17(d), titled **"Termination by you"**:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" portion of Item 17(j), titled "**Assignment of contract by us"**:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. This addendum applies only if the New York franchise law would apply on its own, even if this addendum were not included in this disclosure document.

STATEMENT OF DISCLOSURE DOCUMENT ACCURACY

THE FRANCHISOR REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

Exhibit J

State-Specific Amendments

Illinois Amendment to the Franchise Agreement

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Juici Food Services LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement, under the heading "Term and Renewal," is amended by adding the following new paragraph 2.3:

   2.3 If any of the provisions of this Section 2 are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act will apply. If we refuse to renew this Agreement, we will compensate you if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. Section 4.1 of the Agreement is amended by adding the following:

   Notwithstanding the foregoing, we will defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement and franchisee has commenced doing business. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

3. Section 17 of the Agreement, under the heading "Default and Termination," is amended by adding the following new paragraph 17.9:

   17.9 If any of the provisions of this Section 17 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law will apply.

4. Section 27 of the Agreement, under the heading "Applicable Law and Dispute Resolution," is amended by adding the following new Section 27.10:

   27.10 In conformance with section 41 of the Illinois Franchise 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.

IN WITNESS WHEREOF, the parties have signed and delivered this Illinois Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Juici Food Services LLC Franchisor	______________________________ Franchisee Entity
By:______________________________	By:______________________________
Name:____________________________	Name:____________________________
Title:_____________________________	Title:_____________________________

Illinois Amendment to the Development Agreement

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Juici Food Services LLC Development Agreement (the "Agreement") agree as follows:

1. Section 4.1 of the Agreement is amended by adding the following:

Notwithstanding the foregoing, payment of all initial fees for this Agreement are postponed until our initial obligations to you are complete and the first Restaurant developed under this Agreement is open for business. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

2. Section 11.4 and Section 13 of the Agreement, under the heading "Default and Termination," is amended by adding the following:

If any of the provisions of Sections 11.4 and 13 of this Agreement are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law will apply.

3. Sections 11.13 of the Agreement, under the heading "Applicable Law and Dispute Resolution," is amended by adding the following at the end of Section 11.13:

In conformance with section 41 of the Illinois Franchise 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.

IN WITNESS WHEREOF, the parties have signed and delivered this Illinois Amendment to the Development Agreement on the same date as the Development Agreement was signed.

Juici Food Services LLC Franchisor	______________________________ Developer Entity
By:____________________________	By:____________________________
Name:__________________________	Name:__________________________
Title:___________________________	Title:___________________________

New York Franchise Agreement Amendment

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16) (the “NY Franchise Law”), the parties to the attached PG Group CA LLC Franchise Agreement (the "Agreement") agree as follows:

1. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 – 695 may not be enforceable.

2. Releases. Section 28.15 and Exhibit B are each amended to add the following:

   The foregoing release of claims against Franchisor does not release any claim you may have under New York General Business Law, Article 33, Sections 680-695.

3. Assignment by Franchisor. Section 16.1 is amended by adding the following:

   Franchisor will not assign its rights under the Franchise Agreement except to an assignee who in Franchisor’s good faith judgment is willing and able to assume Franchisor’s obligations under the Franchise Agreement.

4. Termination by Franchisee. Section 17 is amended by adding the following:

   You may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed made in New York if you are domiciled in or the franchise will be opening in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

6. This amendment will only if the NY Franchise Law would apply on its own, even if this amendment were not signed by the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment on the same date as the Franchise Agreement was executed.

Juici Food Services LLC Franchisor	______________________________ Franchisee Entity
By:______________________________	By:______________________________
Name:____________________________	Name:____________________________

Title:________________________________ Title:________________________________

New York Amendment to the Area Development Agreement

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Juici Food Services LLC Area Development Agreement (the "Agreement") agree as follows:

1. Any provision in the Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 – 695 may not be enforceable.

2. Release. Section 10.4 is amended to add the following:

   The foregoing release of claims does not release any claim you may have under New York General Business Law, Article 33, Sections 680-695.

3. Assignment by Franchisor. Section 11 is amended by adding the following:

   We will not assign its rights under the Agreement except to an assignee who in our good faith judgment is willing and able to assume our obligations under the Agreement.

4. Termination by You. Section 13 is amended by adding the following:

   You also may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York

5. Entire Agreement. Section 14 is amended to read as follows:

   This Development Agreement and the documents, exhibits and attachments referred to herein, if any, constitute the entire, full, and complete agreement between Franchisor and Area Developer concerning the subject matter hereof and supersede any and all prior agreements, no other representations having induced Area Developer to execute this Development Agreement. No amendment, change, or variance from this Development Agreement shall be binding on either party unless executed in writing. Nothing in this Section 14 is intended as, nor shall it be interpreted as, a disclaimer by Franchisor of any representation made in its Franchise Disclosure Document, including any exhibits or amendments thereof.

6. Governing Law. Section 11.13 is amended by adding the following:

   Notwithstanding the foregoing, the New York General Business Law shall govern any claim arising under that law.

7. Acknowledgments. 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.

8. This Amendment will have effect only if the Agreement and/or the relationship between you and Juici Food Services LLC satisfies all of the jurisdictional requirements of the New York General Business Law, without considering this Amendment. Except as expressly modified by this Amendment, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this New York Amendment to the Area Development Agreement on the same date as the Area Development Agreement was executed.

Juici Food Services LLC Franchisor	______________________________ Franchisee Entity
By:______________________________	By:______________________________
Name:____________________________	Name:____________________________
Title:_____________________________	Title:_____________________________

Exhibit K
General Release

The following is our current general release language that we expect to include in a release that a franchisee and/or transferor may sign as part of a renewal or an approved transfer. We have the right to periodically modify the form of this release.

[Franchisee] [Transferor], its officers and directors and Principals, and their respective agents, heirs, administrators, successors and assigns (the "**Franchisee Group**"), hereby forever release and discharge, and forever hold harmless Franchisor, its current and former affiliates and predecessors, and their respective shareholders, partners, members, directors, officers, agents, representatives, heirs, administrators, successors and assigns (the "**Franchisor Group**") from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises and expenses of every kind and nature whatsoever, at law or in equity, whether known or unknown, foreseen and unforeseen, liquidated or unliquidated, which [Franchisee] [Transferor] and/or its Principals had, have or may have against any member of the Franchisor Group, including, without limitation, any claims or causes of action arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Franchise Agreement, the relationship created by the Franchise Agreement, or the development, ownership or operation of the Franchised Business. The Franchisee Group further indemnifies and holds the Franchisor Group harmless against, and agrees to reimburse them for any loss, liability, expense or damages (actual or consequential) including, without limitation, reasonable attorneys', accountants' and expert witness fees, costs of investigation and proof of facts, court costs and other litigation and travel and living expenses, which any member of the Franchisor Group may suffer with respect to any claims or causes of action which any customer, creditor or other third party now has, ever had, or hereafter would or could have, as a result of, arising from or relating to the Franchise Agreement or the Franchised Business. The Franchisee Group and its Principals represent and warrant that they have not made an assignment or any other transfer of any interest in the claims, causes of action, suits, debts, agreements or promises described herein.

This Release constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements and communications concerning the subject matter hereof. This includes the waiver of state laws that might apply to limit a release (such as Calif. Civil Code Section 1542, which states that "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party"). No other representations have induced the parties to execute this Release. The parties agree that they have not relied upon anything other than the words of this Release in deciding whether to enter into this Release.

Exhibit L:
State Effective Dates

The following states have franchise laws that 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, registered or exempt from registration, as of the Effective Date stated below:

STATES	EFFECTIVE DATE
Illinois	Pending
New York	Pending

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

ITEM 23 • RECEIPT
(Exhibit M)

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 Juici Food Services LLC ("**Juici Patties**") offers you a franchise, it must provide this Disclosure Document to you: (**a**) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (**b**) in New York, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (**c**) in Iowa, at the earlier of the first personal meeting or 14 days before signing the franchise or other agreement or pay any consideration that relates to the franchise relationship, or (**d**) in Michigan, at least 10 business days before you sign any binding franchise or other agreement or pay any consideration, whichever occurs first.

If Juici Patties 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to the appropriate state agency listed in Exhibit C. Juici Patties authorizes the agents listed in Exhibit D to receive service of process.

The franchise seller is Daniel Chin at Juici Food Services LLC, Lot 1 Clarendon Park, Clarendon, Jamaica, telephone 876.904.2619. Any additional individual franchise sellers involved in offering the franchise are: ____.

The issuance date of this Franchise Disclosure Document is April 28, 2023.

I received a Franchise Disclosure Document dated April 28, 2023, and with effective dates of state registration as listed on the State Effective Dates Page. This Disclosure Document included the following exhibits:

A Franchise Agreement and Related Exhibits
B Area Development Agreement
C List of Administrators
D Agents for Service of Process
E List of Current and Former Franchisees
F List of Company-Owned Juici Patties Restaurants
G Financial Statements
H Table of Contents for Brand Standards Manual
I State-specific Disclosures
J State-specific Agreement Amendments
K Franchise Compliance Certification
L General Release
M Effective Dates
N Receipts (2 copies)

____
Date Received

____
Prospective Franchisee

____
Printed Name

____

____
Home Address

Please keep this copy of the receipt for your records.

ITEM 23 • RECEIPT:
(Exhibit M)

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 Juici Food Services LLC ("**Juici Patties**") offers you a franchise, it must provide this Disclosure Document to you: (**a**) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (**b**) in New York, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (**c**) in Iowa, at the earlier of the first personal meeting or 14 days before signing the franchise or other agreement or pay any consideration that relates to the franchise relationship, or (**d**) in Michigan, at least 10 business days before you sign any binding franchise or other agreement or pay any consideration, whichever occurs first.

If Juici Patties 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to the appropriate state agency listed in Exhibit C. Juici Patties authorizes the agents listed in Exhibit D to receive service of process.

The franchise seller is Daniel Chin at Juici Food Services LLC, Lot 1 Clarendon Park, Clarendon, Jamaica, telephone 876.904.2619. Any additional individual franchise sellers involved in offering the franchise are: ____.

The issuance date of this Franchise Disclosure Document is April 28, 2023.

I received a Franchise Disclosure Document dated April 28, 2023, and with effective dates of state registration as listed on the State Effective Dates Page. This Disclosure Document included the following exhibits:

A	Franchise Agreement and Related Exhibits
B	Area Development Agreement
C	List of Administrators
D	Agents for Service of Process
E	List of Current and Former Franchisees
F	List of Company-Owned Juici Patties Restaurants
G	Financial Statements
H	Table of Contents for Brand Standards Manual
I	State-specific Disclosures
J	State-specific Agreement Amendments
K	Franchise Compliance Certification
L	General Release
M	Effective Dates
N	Receipts (2 copies)

____
Date Received

____
Prospective Franchisee

____
Printed Name

____

____
Home Address

Please sign and date this copy of the receipt and return it to us.