FRANCHISE DISCLOSURE DOCUMENT

LC Franchise Group LLC,
A Wyoming limited liability company
500 Thrasher St, Apt 2301
Norcross, GA 30071
Brett Larrabee: (952) 353 0199
Oleh Kindzer: (470) 370 5775
https://lvivcroissants.com/us
info_us@lvivcroissants.com

We offer franchises to operate a Lviv Croissants bakery restaurant Outlet serving mainly breakfast and lunch, featuring sweet and savory croissants, soups and salads. The total investment necessary to begin operation of a Franchised Business franchise ranges from $304,500 to $1,011,500 for a single Outlet, including $28,000 to $40,000 for an initial franchise fee and initial inventory that must be paid to the franchisor and its affiliates. If you enter into a Multi-Unit Development Agreement with us, the total investment necessary to begin operation of at least 3 outlets ranges from $903,500 to $3,024,500 including $74,000 to $110,000 for development and initial franchise fees plus initial inventory that must be paid to the franchisor and its affiliates. A non-traditional venue Outlet total investment ranges from $233,000 to $549,000, including $28,000 to $40,000 for an initial franchise fee plus initial inventory that must be paid to the franchisor and its affiliates.

This "Disclosure Document" summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, us 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 Brett Larrabee via email at brettlarrabee@lvivcroissants.com or by phone at (952) 353 0199, or contact Oleh Kindzer via email at olehkindzer@lvivcroissants.com, or by phone at (470) 370 5775.

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 Disclosure Document is June 4, 2026.

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 K.
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 H 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 Lviv Croissants 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 Lviv Croissants franchisee?	Item 20 or Exhibit K lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	Those 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*

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

<u>Business model can change</u>. 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.

<u>Supplier restrictions</u>. 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.

<u>Operating restrictions</u>. 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.

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

<u>Renewal</u>. 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.

<u>When your franchise ends</u>. 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 I.

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

Special Risks to Consider About *This* Franchise

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE DEPARTMENT, 670 LAW BLDG., LANSING, MICHIGAN 48913, (517) 373-7117.

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Exhibits

ITEM 1.

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Disclosure Document, we will use the words "we," "us" and "our" when referring to LC Franchise Group LLC (the Franchisor) and the words "you" and "your" when referring to the individual or legal entity which buys a Lviv Croissants franchise (the Franchisee). The words "you" and "your" do not include any individual or business entity which owns an interest in you. We will require all individuals and business entities that own an interest in you to guarantee your obligations to us. The term "affiliate" means an entity controlled by, controlling or under common control with, another entity.

Franchisor, Parent, and Affiliates

LC Franchise Group LLC is a Wyoming limited liability company formed on August 7, 2024. Its principal business address is 500 Thrasher St., Apt. 2301, Norcross GA 30071. We are a wholly owned subsidiary of Fast Food Franchising Group USA, Inc. ("Parent"), a Delaware corporation formed on October 7, 2022. Its principal business address is 500 Thrasher St., Apt. 2301, Norcross GA 30071. Parent is a joint venture partner with LC Food Atlanta, LLC ("LCF"), 5515 Mirror Lake Drive, Cumming, GA 30028, and LC Production Atlanta, LLC, 3795 Presidential Parkway, Atlanta, GA 30340 ("LCP," collectively, Parent, LCF and LCP, the "Affiliate US Suppliers") in the facility located at LCP's address (the "Production Facility"), which manufactures and supplies to us frozen croissants that we sell to franchisees directly or through authorized suppliers. The Production Facility also includes a training center where we may provide training to franchisees. Parent is affiliated by common ownership with Fast Food Franchising Group, LLC, a limited liability company registered and operating in Ukraine ("FFFG"). Its principal business address is 16/1 Rudnenska St, Lviv 79052, Ukraine. You will operate your Lviv Croissants brand bakery restaurant under the name and mark "Lviv Croissants" (a "Franchised Business," an "Outlet" or a "Unit"). We have no predecessors. Parent intends to form 3F Logistics Group US, LLC as a Wyoming limited liability company ("3FLGUSA") in 2026, to be a wholly owned subsidiary, the function of which will be to import and sell to franchisees goods needed to develop and operate an Outlet. 3FLGUSA will also be an Affiliate US Supplier.

FFFG operates in Poland through an affiliate by common ownership, Fast Food Franchise Group EU, LLC, a Polish limited liability company ("FFFGEU") with a principal business address at 85 Aleje Jerozolimskie Avenue, Unit 21, Warsaw 02-001, Poland. 3F Logistic Group, LLC ("3FLG") and 3F Logistic Group 2, LLC ("3FLG2"), both limited liability companies registered and operating in Ukraine with a principal business address at 16/1 Rudnenska St, Lviv 79052, Ukraine, are affiliates by common ownership with Parent. FFFG, FFFGEU, 3FLG and 3FLG2 (collectively, the "Affiliate European Suppliers") may act as suppliers for certain items to be purchased by franchisees and imported into the United States to develop and operate a franchised location.

The identities and principal business addresses of our agents for service of process are listed on Exhibit I.

The Franchisor does not operate any Lviv Croissant bakery restaurants. Parent operates a Lviv Croissant bakery restaurant located at 610 W. Crossville Road, Suite 200, Roswell, Georgia 30075 that opened in August 2024. FFFG, FFFGEU and the individual owners of FFFG and FFFGEU operate company-owned, joint venture and franchised Lviv Croissant bakery restaurants in Ukraine, Poland, Slovakia and the Czech Republic similar to the Lviv Croissant bakery restaurant franchises being offered. FFFG operates 23 corporate locations in Lviv and Kyiv, Ukraine. FFFGEU operates 3 corporate locations in Warsaw and Wroclaw, Poland. There was a total of 193 bakery restaurants in Ukraine as of December 31, 2025, including 28 company and affiliate operated units and 165 franchised units. FFFGEU had 10 franchised units and 3 company and affiliate operated units in Poland, 1 franchise unit in South Korea, 1 franchise unit in France, 1 franchise unit in Norway, 1 franchise unit in Slovakia, and 2 franchise units in the Czech Republic as of December 31, 2025.

Franchisor and 3FLGUSA will also import and supply to franchisees goods from the Affiliate European Suppliers and manufacturers directly, supply ingredients for croissants sourced from the Affiliate US Suppliers and supply other source restricted goods to franchisees.

Agent for Service of Process

The names and addresses of our agents for service of process appear on Exhibit I to this Disclosure Document.

Prior Business Experience

We have not operated or franchised any other business. We have not operated any Lviv Croissant brand bakery restaurants ("Outlets"). The owners of FFFG began operation of the first Lviv Croissant Outlet in March 2015. FFFG was registered and began selling franchises for Outlets in Ukraine in July 2015 and opened the first franchised Outlet in Ukraine in August 2015. FFFGEU began operation in December 2016 in Poland, began selling franchises in Poland in March 2022 and opened the first franchised Outlet in Poland in September 2022. The size, design, seating, cost structure and sales revenues of the Outlets in Europe are substantially different from the franchises for Outlets in the United States that we offer and sell. FFFGEU is affiliated by common ownership with Ukrainian Pizza Company, LLC, a limited liability company organized in Ukraine ("UPC"), which has offered 1708 Pizza Di Napoli franchises since August 2020. As of December 31, 2025, 9 such franchised restaurants were open and operating, including 4 company and affiliate operated units and 5 franchised units.

The Business and Franchise We Offer

We offer the opportunity to establish and operate a Lviv Croissants brand bakery restaurant franchise at a specified location (the "Franchised Location") using our trademarks, service marks, trade names, logos and commercial symbols (the "Marks"), certain printed materials (the "Materials"), Proprietary Products and methods of operation (the "System") under a Franchise Agreement you sign with us and our System Manual that sets forth our System Standards (the "System Standards").

Lviv Croissants operate as fast-casual bakery café restaurant Outlets offering generously portioned savory and sweet croissant sandwiches, soups, salads, and side dishes. The beverage menu includes coffee drinks, lemonades, and refreshers. Each Outlet must be developed, equipped, identified and operated according to our System Standards using our branding and Marks, and offer counter service and comfortable seating where customers can relax, socialize, work or study. Each Outlet has between 1000 and 3000 square feet, with seating for 12 to 80 customers and is usually located in leased space in an end cap location of a strip shopping center with ample parking or an urban location convenient to traffic flow during morning and mid-day service periods. Outlets are open from 6:00 am until 8:00 pm unless we authorize different opening hours. We strongly recommend a drive-through service window wherever possible. Outlets offer dine-in, takeout, pickup and delivery services, plus catering. We may require that you use a dedicated vehicle for catering services. We determine the addresses to which you can offer delivery and catering. All Outlets offer high quality, prepared to order proprietary croissants. Some products are displayed on or in countertop glass cases. We provide standard designs and elevations of the Outlet that highlight the Brand's European heritage and styling.

The Lviv Croissants franchise System includes System Standards, policies and procedures for trade dress, product procurement and preparation, equipment, signage, sales and marketing, pricing guidelines, staff and employee training, customer service, loyalty and retention programs, information technology (IT) and our assistance with advertising, promotion, public relations, and social media programs, all of which we may change, improve and further develop over time.

We may also franchise, and Parent or an Affiliate may operate, an Outlet to operate in a non-traditional venue that is not a typical in-line or stand-alone store location. "Non-Traditional Venue" means a broad variety of atypical sites, including a site or location within a captive market site, another primary business or in conjunction with other businesses or at institutional settings including office buildings and business complexes, arenas, stadiums and entertainment venues, health clubs and recreational facilities, airports, train and bus stations, toll road facilities and other transportation terminals and related facilities, food service fulfillment centers, educational, medical, governmental and other types of institutional facilities, restaurant-in retail locations or restaurant-in restaurant (for example, a restaurant within a grocery store), food courts operated by a master concessionaire and any site for which the lessor, owner or operator limits the operation of its food service facilities to a master concessionaire or contract food service provider. If we offer to franchise a Non-Traditional Venue Outlet to you, you must sign a Franchise Agreement and a **"**Non-Traditional Venue Addendum**"** substantially in the form included in Exhibit A. We may require that the owner or operator (the "Host") of the venue (the **"**Host Facility**"**) consent in writing to allow you to operate the Outlet. We must review your lease or agreement with the Host for the Host Facility before we accept the allocated space in the Host Facility as the Franchised Location.

We also offer qualified candidates a Multi-Unit Development Agreement ("Multiple Unit Operators"). Multiple Unit Operators will be provided a development territory in which they will be required to open a number of Outlets during a period of time based upon a precise Performance Schedule for opening Outlets. We anticipate six-month opening cycles for Multiple Unit Operators and will allow a two-year Performance Schedule to open three Outlets (the "Development Term"). We may extend the Development Term for a longer period for a commitment to develop more Franchised Businesses. A separate Franchise Agreement will be signed for each Franchised Business franchise that the Developer opens. During the Development Term, you will be required to sign the original form of Franchise Agreement attached to the Agreement or at our option, the form of franchise agreement we then offer, which may be different than the form of Franchise Agreement described in this Disclosure Document. If a Multiple Unit Operator fails to open and operate the Franchised Businesses required under the Multi-Unit Development Agreement, we may terminate the Multi-Unit Development Agreement. If we terminate the Multi-Unit Development Agreement, the Multiple Unit Operator may continue to operate the Franchised Business then open subject to compliance with the respective Franchise Agreements for the Franchised Businesses. We reserve the right to require prospective franchisees to sign and perform Multi-Unit Development Agreements in any market that we believe that a single owner for multiple Franchised Businesses is more appropriate than single Franchised Businesses owned by different owners.

Market and Competition

The market for fast casual and quick service bakery restaurants, sandwich shops, salad restaurants and coffee shops is highly developed and competitive, although there are few concepts based in Eastern Europe currently operating in the United States. The business is not subject to seasonality, but some locations may experience differences in customer traffic flow if located near areas affected by daytime population swings such as tourist areas and educational institutions. We do not offer or sell primarily to a particular group of customers. Some competitors may be larger and have more financial resources than us. Some competitors may have stronger name recognition than us. Competitors may be privately held or publicly held entities.

Regulations

You will have to comply with all federal, state and local laws and regulations which apply generally to all businesses, and health and sanitation codes that apply to restaurants generally. These may include laws governing display of nutritional information and limiting the use of trans-fats in preparation of food prepared or served on-premises. Under the Affordable Care Act of 2010, restaurant chains with 20 or more locations, of which we expect Lviv Croissants to reach, are required to list calorie content information for standard menu items on restaurant menus and menu boards. Other nutrient information—total calories, fat, saturated fat, cholesterol, sodium, total carbohydrates, sugars, fiber and total protein—must be made available in writing upon request. These menu labeling requirements went into effect on May 7, 2018. We encourage you to make additional inquiries into those laws and regulations and obtain the assistance of legal counsel in that regard.

We require, at your expense, that the persons you designate as managers successfully complete, and receive certification under, the ServSafe Food Manager training program (or similar food safety training program we determine is acceptable in our sole discretion) and that all employees handling food in your Outlets successfully complete, and receive certification under, the ServSafe Food Handler training program (or its equivalent that is acceptable to us, in our sole discretion). The ServSafe training programs are food safety training programs supported by the National Restaurant Association. Many states and localities require these or similar certifications. See www.servsafe.com for additional information on these requirements.

A franchisee will be required to comply with all federal, state and local laws and regulations that generally apply to private businesses. These include, but are not limited to, the Americans with Disabilities Act (the "ADA"); the Fair Labor Standards Act (the "FLSA"); the rules and regulations of the Equal Employment Opportunity Commission (the "EEOC"); the Occupation Safety and Health Administration ("OSHA"); the USAPATRIOT Act; Federal Truth in Lending and other laws dealing with credit transactions and collections; Digital Millennium Copyright Act; regulations governing MMS, SMS, emails and telemarketing; the payment of license fees; general location rules and regulations; and, any advertising or content related rules and regulations. As a public accommodation, your Unit must be accessible to persons with disabilities. See www.ada.gov/smbusgd.pdf for more information.

Your Franchised Business must accept credit cards and other forms of electronic payments and will be obligated to comply with the Payment Card Industry Data Security Standard. The Standard includes 12 requirements for any business that stores, processes or transmits payment cardholder data. For more information see https://www.pcicomplianceguide.org/.

ITEM 2.

BUSINESS EXPERIENCE

Franchisor is a member-managed Wyoming limited liability company. Parent is the sole and managing member of Franchisor. The members of the Board of Directors of Parent function as the board of Franchisor.

Brett Robert Larrabee – Chief Executive Officer, Director and Chief Executive Officer of Parent

Mr. Larrabee is based in New Orleans, Louisiana and has been our CEO since August 7, 2024. He has been a director of Parent since October 2022 and the chief executive officer of Parent since March 2023. He was the Vice President of Rego Restaurant Group, a restaurant owner and franchisor based in Denver, Colorado from November 2021 until September 2023. He was the Vice President of Franchise Development for

Pizzeria UNO Corporation, a restaurant franchisor located in Boston, Massachusetts from July 2021 until June 2023. He was the director of international development for Little Caesar Enterprises, Inc., a restaurant franchisor located in Detroit, Michigan from November 2018 until February 2022.

Andrii Galytskyi – Director and Chief Financial Officer of Parent

Mr. Galytskyi is based in Lviv, Ukraine and has been a director and the chief financial officer of Parent since October 7, 2022. Mr. Galytskyi has been the chief executive officer of FFFG since March 2015. He and Mr. Pechenko are some of the owners of entities that as of December 31, 2023, operated 144 franchised Outlets in Ukraine and Poland, with the first such franchised Outlet opening in Sumy, Ukraine in August 2015. He is a co-owner of FFFGEU, 3FLG and 3FLG2, Lviv, Ukraine since July 2016. He is a co-owner of UPC since January 2021. He is a co-owner of 1708, LLC, a limited liability company organized in Ukraine based in Lviv, Ukraine, that supplies franchisees of UPC, since September 2022.

Orest Pechenko – Director of Parent

Mr. Pechenko is based in Lviv, Ukraine and has been a director of Parent since October 7, 2022. He and Mr. Galytski are some of the owners of entities that as of December 31, 2023, operated 144-franchised Outlets in Ukraine and Poland, with the first such Outlet opening in Sumy, Ukraine in August 2015. He has had ownership interests in 3FLG and 3FLG2 since July 2016 and August 2018, respectively. He also has indirect ownership interests in FFFG since July 2015 and FFFGEU since November 2022.

Olga Lukianenko Larrabee - Director

Ms. Larrabee has been a director of Parent since October 7, 2022. She resides in New Orleans, Louisiana and is the spouse of Brett Larrabee.

Oleh Kindzer – Chief of Franchise Development and Administration, Director of Parent

Mr. Kindzer has been the Chief of Franchise Development and Administration of Parent since May 2024 and of Franchisor since August 7, 2024 in Norcross, Georgia. He also serves as a Director and chief of development for Parent, LCP and LCF and has held such positions since December, 2022. Before that, he worked as a Franchise Manager and International Development Manager for FFFG, Lviv, Ukraine, from September 2019 until April 2024.

ITEM 3.

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4.

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5.

INITIAL FEES

Single Franchise. When you sign a Franchise Agreement for a Franchised Business, you must pay a non-refundable Initial Franchise Fee of $25,000 to us.

In addition to the Initial Franchise Fee, you must purchase certain initial inventory from us or our Affiliates, which may cost $3,000 to $15,000 per Outlet. The inventory price is payable in a lump sum when we or our Affiliate send an invoice to you before opening.

Multiple Unit Franchise. When you sign a Multi-Unit Development Agreement, you must commit to develop at least three Franchised Businesses, including three (3) Outlets. You must pay us a non-refundable Development Fee of at least $35,000 when you sign the Multi-Unit Development Agreement. The Development Fee includes the Initial Franchise Fee of $25,000 for the first Franchised Business and a "Reservation Fee" of $5,000 for each additional Franchised Business you commit to develop. The Development Fee compensates us for reserving the Development Territory for you and is not refundable. The Initial Franchise Fee for the second and each additional Franchised Business is $20,000 ($5,000 for the Reservation Fee and $15,000 due at signing of the Franchise Agreement. For the three (3) Outlet development obligation, you will pay initial franchise fees (including the Development Fee and Reservation Fees) of $65,000.

In addition, you must purchase certain initial inventory from us or our Affiliates, which may cost $3,000 to $15,000 per Outlet. The inventory price is payable in a lump sum when we or our Affiliate send an invoice to you before opening.

You may request an extension of any Unit opening deadline specified in the Multi-Unit Development Agreement, which we may or may not grant, reject or revise in our sole discretion, including adding conditions such as deadlines for proof of financing, updated financial statements from guarantors and other relevant criteria.

Non-Traditional Venue Outlet. When you sign a Non-Traditional Venue Outlet Agreement for a Non-Traditional Venue Outlet, you must pay a non-refundable Initial Franchise Fee of $25,000 to us.

In addition to the Initial Franchise Fee, you must purchase certain initial inventory from us or our Affiliates, which may cost $3,000 to $15,000 per Outlet. The inventory price is payable in a lump sum when we or our Affiliate send an invoice to you before opening.

Training Expenses. You must pay directly for all travel expenses of the trainers assigned to on-site training for your Outlet. You are obligated to pay us $100.00 per trainer per day plus lodging at your location, airfare, and surface transportation to and from your location and at the origination point of each trainer. The number of trainers will be determined by us based on the experience of your initial staff and the time before opening. We may deploy up to 5 trainers from our headquarters in Georgia, from our European affiliates or a combination of both sources for between 15 and 25 days. We anticipate the costs you will incur for on-site training will range between $15,000 and $25,000, most of which will be payable before the Outlet opens.

ITEM 6.
OTHER FEES

Type of fee	Amount	Due Date	Remarks
Royalty Fee (Note 1)	6.00% of Net Sales	Weekly	Net Sales include Gross Sales from each Outlet less (i) refunds, (ii) discounts taken at the time of sale and (iii) certain additional deductions and exclusions described below; payment must be made via electronic funds transfer.
Brand Fund Fee (Note 2)	Up to 1.00% of Net Sales; Not active as of the Issuance Date	Weekly with Royalty Fee	Up to 1% of Net Sales; when activated by us on 30 days' notice for all Outlets; We may change the rate once annually after activation
Cooperative Advertising	As determined by each Co-Op Advertising Region; but not to exceed 2% of Net Sales. (Currently Not Active)	Established by us.	You must contribute to the Co-Op if we establish a Co-Op Advertising Coverage Area for the region where your Outlet is located. You, and we or our affiliate, will have 1 vote for each Outlet located within each Co-Op Advertising Coverage Area.
Technology Fee (Note 3)	Not charged as of the Issuance Date. We reserve the right to charge up to $500 per month, with the cap subject to adjustment with CPI increases.	Monthly with the first weekly payment of the Royalty Fee each month	Payable if we activate the Technology Fee to support technology services and licenses on 60 days' notice to all franchisees. We may increase the $500 cap once annually to keep pace with increases in the Consumer Price Index.

Type of fee	Amount	Due Date	Remarks
Late Charge	$200 plus 1.5% on the amount outstanding per month, not to exceed the legal rate, which is currently 10% in California, from the date payment was due until paid in full.	Continues to accrue until paid.	Payable if any electronic or other payment submitted to us is unpaid when processed for any reason or if any amount you owe to us is not paid when due.
Gift Card Program Purchases and Fee (Note 4)	Cost of gift cards plus third party administrator (Square) fee, currently up to 10% of gift card face amounts.	When you purchase gift cards.	Participation in the gift card program is required. Third-party administration fees are paid directly to Square by you.
Loyalty Program Fees & Redemption Costs (Note 5)	Not currently charged; may be imposed in the future; up to 2% of Net Sales; currently may require discounts up to 100% of retail price until the program fund can reimburse for redemptions.	Monthly with the first weekly Royalty Fee payment each month	We may activate at any time on 30 days' notice to all franchisees if we require Outlets to participate in a customer loyalty program. We may contract with a third-party loyalty program and pass through the fees and costs of redemption without any markup
Grand Opening Advertising	$1,500 to $8,000	Prior to Opening	You must fund a grand opening advertising campaign for print, broadcast, direct mail, billboard, and digital marketing channels. The costs are paid directly to the vendors. We require that you provide us with proof that these funds are available for this purpose. First entrants into major markets will need to spend more for grand opening advertising.

Type of fee	Amount	Due Date	Remarks
Social media and Local Advertising Costs	Currently $600 minimum per month plus any additional monthly advertising spend; the additional spending for social media targeting currently ranges between $100 to $600 per month; Additional voluntary digital marketing spend may total $1500 to $3000 per month.	Established by us.	You must purchase from our approved vendors local Google SEO services and pay for additional media, content and distribution in your market. Voluntary Instagram page management may cost $1200 to $1500 monthly. Voluntary social media content creation may cost $300 to $1500 per month for local social media content creation, with an additional $100 to $600 per month for targeted social media campaign. We currently do not bill restaurants for these expenses monthly and vendors bill for these directly. These expenses may change as the cost of obtaining these services from third parties changes. Substantially all of this expense is paid over to service providers. We may require that you submit documentation or support for these costs to us when we cease to bill you for these services. You authorize our outsourced social media manager to manage the social media spend for your Outlet.

Type of fee	**Amount**	**Due Date**	**Remarks**
Tuition for Additional Trainees in Atlanta (the "Additional Trainees Fee")	Up to $200 per day per trainee, currently $100 per day per trainee. Amount depends on length of training program	When invoiced after completion of training	For the initial optional training session in our Atlanta training center prior to Outlet opening, we will train up to 10 people at no additional charge. We may charge you tuition for each trainee that attends the initial training session in Atlanta in addition to the first 10 people, and for replacement managers attending later training sessions. We may change the tuition amount in the System Manual once annually. You must pay the compensation, benefits, travel, lodging and meal costs of each trainee.
Additional On-Site Training Fee (Note 6)	Currently $100 per day per trainer, plus travel, lodging and meal expenses for our Trainer; we may increase up to $500 per trainer per day, plus CPI changes	When invoiced after completion of training	Payable if you request additional in-person on-site training at the Outlet after the Outlet Opening. We may change this Fee once annually in the System Manual to keep pace with changes in the Consumer Price Index and our costs beginning March 1, 2026.

Type of fee	Amount	Due Date	Remarks
Gross-Up Fees	Covers Actual Cost of Taxes Owed.	On demand.	If we are taxed on your use of our intellectual property or other intangibles or on the fees payable under your Franchise Agreement, you must pay us the Gross Up amount to ensure that we receive our full fees, net of the taxes we are obligated to pay. The formula for a Gross Up is (amount due at standard rate) divided by (1-tax rate expressed in hundredths) = Gross Amount Needed to net at the standard rate.
Relocation Fee	25% of Initial Franchise Fee	When you request relocation of the Outlet.	You will reimburse us for any costs we incur in excess of the Relocation Fee to analyze and support the relocation of the Outlet
Audit Inspection Fee (Note 7)	$1,500 plus 1.5% interest per month (not to exceed 18% per year) or the highest rate allowed by law, which is 10% per year in California.	On demand.	Payable only if audit shows an understatement of 2% or more of Net Sales.
Successor Franchise Agreement Fee	$5,000	When you deliver a continuity notice to us for your Franchise Agreement.	Payable when you elect to continue the Lviv Croissant System affiliation under a Successor Franchise Agreement after the term of the Franchise Agreement expires. Includes training for up to 10 attendees to our Initial Training Program.

Type of fee	Amount	Due Date	Remarks
Extension Fee (Multi-Unit Development Agreement)	$5,000	When you deliver an extension notice to us under your Multi-Unit Development Agreement.	This extension fee will be payable when you extend the term of your Multi-Unit Development Agreement to complete your development obligation. The extension period will not exceed one year.
Transfer Fee	$5,000	When you notify us that you intend to sell the Outlet to a specific transferee	Payable if you sell or involuntarily transfer, donate, lease or convey majority ownership of the Outlet or the equity of an entity franchisee.
Insurance Premium Reimbursement	Amount of premiums paid on your behalf and our out-of-pocket costs, plus 25% of premium advance for administrative fee.	On demand.	Payable only if you fail to demonstrate that you have our required insurance coverage in force, and we elect to obtain our coverage for you to meet our minimum standards.
Sanitation Inspections and Food Safety Audits; Non-Compliance Fines	Currently $215 per inspection; $500 per re-inspection. We may increase these fees up to $500 and $1000 if costs increase. If the Outlet fails an audit or inspection, we may levy a fine for non-compliance of up to $500 for each failed inspection, and a charge of $200 for each reinspection.	On demand.	We may, in our sole discretion, contract with a third party to conduct sanitation and food safety audits of the Outlet. We may change these amounts once annually in the System Manual and the caps may be increased to keep pace with changes in the Consumer Price Index and our costs beginning March 1, 2025.

Type of fee	**Amount**	**Due Date**	**Remarks**
New Product and Supplier Testing	Actual cost of inspection and testing.	As incurred.	If you propose purchasing any goods or materials from a supplier that we have not previously approved, you must submit a written request to us for approval or you must request the supplier itself to do so. We have the right to require, as a condition of our approval, that our representatives are permitted to inspect the supplier's facilities, and that you deliver to us and/or to an independent, certified laboratory designated by us, all information, specifications and samples that we designate for testing. You must pay us a fee which will not to exceed the actual cost of the inspection and testing.
Annual Conference Fee	Currently Not Assessed; we may charge up to $1000 per annual conference	When invoiced at least 30 days before the date of the Annual Franchise Conference.	You must pay us a Franchise Conference Fee to reimburse us for a portion of the direct costs to provide the Annual Franchise Conference, whether or not you attend the conference. We may impose and change this fee once annually in the Manuals.

Type of fee	**Amount**	**Due Date**	**Remarks**
Private Offering Fee (Franchise Agreement and Multi-Unit Development Agreement)	$5,000 or such greater amount as is necessary to reimburse us for our reasonable costs and expenses with reviewing the proposed offering.	Before offering.	Payable for each proposed private offering of securities, partnership or other ownership interests in Franchisee and is in addition to any Transfer Fee under any Franchise Agreement and/or Multi-Unit Development Agreement. Not currently charged but may be activated in the System Manual.
Data Security Safeguard	Actual cost of defense, advisory fees and resolution costs	When invoiced.	You must reimburse us for all of our out-of-pocket costs and expenses incurred in responding to and resolving any Cyber Event caused solely by you or your Outlet.
Bank Fees	Actual Bank Fees charged for insufficient funds or denied access for EFT/ACH transfer plus an administrative fee of $25 per event	As incurred	Payable if a bank charges us fees for a returned check or denied electronic funds transfer payment to us.
Indemnification	As incurred	Within 15 days after invoice date	Payable to us for damages, costs and expenses incurred by us from third party claims arising from your operation of the Franchised Business; includes our cost of defense and resolution;

Type of fee	Amount	Due Date	Remarks
Compliance and Enforcement Costs	As incurred	When invoiced	Payable to us to cover our costs for enforcing the Franchise Agreement and Multi-Unit Development Agreement against you, including attorneys' fees, court costs, collection costs, expert fees and costs, discovery costs, and other costs we incur to complete your post-termination obligations
Liquidated Damages (Note 8)	The average monthly Royalty Fee and Brand Fund Fee for the 12 months preceding termination, or the number of months the Outlet has been open if less, multiplied by the lesser of 36 or the number of months remaining in the term	At termination of the Franchise Agreement	Payable if the Franchise Agreement terminates prior to expiration unless we breach and fail to cure, or certain other events occur.

Unless otherwise noted as paid directly to vendors, all fees are imposed by and are paid to us. All fees are non-refundable. Except as noted below, all fees are uniformly imposed and collected. All fees are uniform for all franchisees unless we negotiate modified fees when business circumstances warrant. There are currently no franchisee cooperatives in existence, so there are no fees imposed by cooperatives and no voting power requirements for Affiliate-owned outlets.

Notes

1. *Royalty Fee.* You must pay us weekly a non-refundable Royalty Fee of 6.00% of the Net Sales of your Franchised Business during the preceding week. Weekly Gross Sales and Net Sales are reported to us each Tuesday and weekly payments are made by electronic funds transfer on Wednesday for Net Sales reported for the previous week ending on the close of business Sunday. “Gross Sales” means the aggregate of all revenue from operating your Franchised Business, whether payment is received in cash or by credit card or other generally accepted form of payment, from the sale of food and beverage menu items, catering, other services, merchandise (apparel and promotional items bearing any Marks) or other merchandise. Without limiting the scope of the term, Gross Sales shall include without limitation: (a) revenue received from employees for products or services furnished to employees at a discount; (b) the value of goods and services bought by customers by redeeming any authorized gift cards; and (c) the proceeds from any business interruption insurance. “Net Sales” means Gross Sales less the following: (i) sales taxes and other taxes separately stated, if any, collected from customers and paid to taxing authorities; (ii) gratuities received from Outlet customers and paid over to Outlet employees; (iii) refunds and credits made in good

faith to arms' length customers; (iv) proceeds from the redemption of any authorized gift cards by customers; (vi) proceeds from insurance with respect to your insured losses from property damage or liability; (vi) proceeds from any sale of tangible assets of the Franchised Business outside the ordinary course of business, civil forfeiture, condemnation, or seizure by a government entity; and (vii) uncollectible amounts, subject to the limitation that uncollectible amounts cannot exceed 0.5% of Gross Sales for any fiscal year of you. Subsequent collections of charged off amounts must be included in Gross Sales when they are collected. Gift card face amounts are subject to Royalty Fees and any Gift Card administrative fee then in effect when sold but not when redeemed.

2. *Brand Fund Fee.* We may activate the Brand Fund and the Brand Fund Fee when the number of Outlets in the United States reaches 50 operating Outlets. Until then, all marketing activities will be funded at the Outlet level by each Outlet, to be focused on the market where the Outlet is located.

3. *Technology Fee.* We do not currently charge a Technology Fee but we may institute this fee for technology support on at least 60 days' prior written notice to all franchisees. Beginning March 1, 2025, we may increase the $500 per month cap on this fee once annually to match increases in the Consumer Price Index, All Items, All Urban Consumers (CPI-U) from the prior calendar year.

4. *Gift Cards.* We mandate your participation in a Gift Card program administered by a third-party, Square. Proceeds from the sale of Gift Cards are included in Net Sales but the purchase price of any items purchased with a Gift Card is not, except for any proceeds from the sale in excess of the gift card redemption.

5. *Loyalty Program Fees and Redemption Charges.* We may also undertake a Loyalty Program for frequent customers, consistent with retail industry practices and costs. The cost of the Loyalty Program will be passed along to franchisees and Affiliates. We intend to mandate participation by franchisees in any Loyalty Program we undertake, unless we determine such a program must be optional under applicable law. See Item 11. The Program may require the Outlet to absorb the cost of redemptions by Program members or retail price discounts in lieu of reimbursement to be provided by the Program.

6. *Additional Training Fee*. The Additional Training Fee covers training and operational support provided either at the Outlet or at our training location upon your request beyond the standard training and opening assistance that we provide as described in Item 11. We currently charge $100 per day plus any required travel, lodging, and meal expenses for additional training and support. We reserve the right to change this fee once annually at any time or to charge a reasonable amount for any optional and additional training we make available after you open the Franchised Business.

7. *Audit Inspection Fee*. We may audit your accounts, books, and records at our expense. You must pay any underpaid fees plus interest when we invoice you. If you understate Net Sales by more than 2% but less than 5%, then you must pay us a $1500 Audit Fee and reimburse us for the cost of conducting the audit including, without limitation travel, lodging, meals, wages, expenses and reasonable accounting and legal fees we incur. We may also, in our sole discretion, require that you engage an independent certified public accounting firm reasonably acceptable to us to audit your financial statements for the next two years and possibly longer. If the understatement for any one year, is more than 5%, or the understatement for three consecutive years is more than 2%, then we may terminate the Franchise Agreement without any right of you to cure, except as required by applicable law, or we may give you notice that you will not be eligible to renew the franchise term for cause.

8. *Liquidated Damages*. If the Franchise Agreement terminates prior to its expiration date for any reason other than our default and failure to cure, you must pay us liquidated damages in an amount equal to the average combined Royalty Fees and Brand Fund Fees for the 12 months preceding termination, or

the number of months elapsed in the term, if less than 12, multiplied by the lesser of (i) 36 or (ii) the number of months remaining in the term.

ITEM 7.

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT SINGLE OUTLET

Type of Expenditure	Low Amount	High Amount	Payment Method	When Due	To Whom Payment is to be Made
Initial Franchise Fee (See Notes 1 & 2)	$25,000	$25,000	Lump sum	At signing of Franchise Agreement	Franchisor
Market Studies & Site Work	$1,000	$3,000	Lump Sum	Before Opening	Consultants
Lease Costs and Commissions	$0	$2,000	Lump Sum	Before Opening	Leasing Representatives
Architects & Engineers	$15,000	$30,000	As Incurred	Before Opening	Licensed Professionals
Project Management	$12,000	$15,000	As Incurred	Before Opening	Project Manager
Construction and Tenant Improvements (See Notes 3-6)	$80,000	$400,000	As incurred	Before opening	Contractors, Suppliers
Design & Décor	$2,500	$5,000	As incurred	Before Opening	Designers, Decorators, Suppliers
Equipment, Furniture, Fixtures, Menu Boards, Graphics (see Notes 7-9)	$80,000	$180,000	As incurred	Before opening	Approved Suppliers
Vehicles	$0	$30,000	As incurred	Before opening	Vehicle Dealer
Signage	$10,000	$30,000	As incurred	Before Opening	Vendor, Installer
Grand Opening Campaign	$1,500	$8,000	As incurred	Before opening	Vendors
POS System/Technology Fee (See Note 10)	$3,500	$8,000	As incurred	Before opening	Approved Suppliers
Opening Inventory and Supplies from Franchisor and Affiliates	$3,000	$15,000	As incurred	Before opening	Approved Suppliers (Franchisor and Affiliates)

Type of Expenditure	Low Amount	High Amount	Payment Method	When Due	To Whom Payment is to be Made
Opening Inventory and Supplies from Others	$4,000	$20,000	As incurred	Before Opening	Approved Suppliers
Initial Training and Pre-Opening Expenses (See Notes 11-19)	$24,500	$55,000	As incurred	Before opening	Suppliers
Insurance – First Year Premium	$5,000	$20,000	As incurred	Before opening	Suppliers
Security and Utility Deposits	$4,000	$90,000	As incurred	Before opening	Suppliers
Licenses & Permits	$2,000	$6,000	As Incurred	Before opening	Government authorities
Legal and Accounting Fees	$1,500	$4,500	As incurred	Before opening	Attorneys and Accountants
First Month's Rent	$5,000	$15,000	As incurred	Before opening	Landlord
Additional Funds for 3 Months (See Notes 20-24)	$25,000	$50,000	As incurred	Before opening	Employees, Suppliers, Utilities
Total	**$304,500**	**$1,011,500**			

YOUR ESTIMATED INITIAL INVESTMENT FOR THREE OUTLETS
MULTI-UNIT DEVELOPMENT AGREEMENT

Type of Expenditure	Low Amount	High Amount	Payment Method	When Due	To Whom Payment is to be Made
Initial Franchise Fee (See Notes 1 & 2)	$65,000	$65,000	Lump sum	At signing of Franchise Agreement	Franchisor
Market Studies & Site Work	$3,000	$9,000	Lump Sum	Before Opening	Consultants
Lease Costs & Commissions	$0	$6,000	Lump Sum	Before Opening	Leasing Representatives
Architects & Engineers	$45,000	$90,000	As Incurred	Before Opening	Licensed Professionals
Project Management	$36,000	$45,000	As Incurred	Before Opening	Project Manager
Construction and Leasehold Improvements (See Notes 3-6)	$240,000	$1,200,000	As incurred	Before opening	Contractors, Suppliers

Type of Expenditure	Low Amount	High Amount	Payment Method	When Due	To Whom Payment is to be Made
Design & Décor	$7,500	$15,000	As incurred	Before Opening	Designers, Decorators, Suppliers
Equipment, Furniture, Fixtures, Menu Boards, Graphics (see Notes 7-9)	$240,000	$540,000	As incurred	Before opening	Approved Suppliers
Vehicles	$0	$90,000	As incurred	Before opening	Vehicle Dealer
Signage	$30,000	$90,000	As incurred	Before Opening	Vendor, Installer
Grand Opening Campaign	$4,500	$24,000	As incurred	Before opening	Vendors
Licenses & Permits	$6,000	$18,000	As Incurred	Before opening	Government Authorities
POS System/Technology (See Note 10)	$10,500	$24,000	As incurred	Before opening	Approved Suppliers
Opening Inventory and Supplies from Franchisor and Affiliates	$9,000	$45,000	As incurred	Before opening	Approved Suppliers (Franchisor and Affiliates)
Opening Inventory and Supplies from Others	$12,000	$60,000	As incurred	Before Opening	Approved Suppliers
Initial Training and Pre-Opening Expenses (See Notes 11-19)	$73,500	$165,000	As incurred	Before opening	Suppliers
Insurance – First Year Premium	$15,000	$60,000	As incurred	Before opening	Suppliers
Security and Utility Deposits	$12,000	$270,000	As incurred	Before opening	Suppliers
Legal and Accounting Fees	$4,500	$13,500	As incurred	Before opening	Attorneys and Accountants
First Month's Rent	$15,000	$45,000	As incurred	Before opening	Landlord
Additional Funds for 3 Months (See Notes 20-24)	$75,000	$150,000	As incurred	Before opening	Employees, Suppliers, Utilities
Total	**$903,500**	**$3,024,500**			

YOUR ESTIMATED INITIAL INVESTMENT FOR A NON-TRADITIONAL VENUE OUTLET

Type of Expenditure	Amount		Payment Method	When Due	To Whom Payment is Made
	Low	High			
Initial Franchise Fee	$25,000	$25,000	Lump Sum	At signing of Franchise Agreement	Franchisor
Market Studies & Site Work	$1,000	$1,500	Lump Sum	Before Opening	Consultants
Lease Costs & Commissions	$500	$2,000	Lump Sum	Before Opening	Leasing Representatives
Architects & Engineers	$8,000	$15,000	As Incurred	Before Opening	Licensed Professionals
Project Management	$10,000	$14,000	As Incurred	Before Opening	Project Manager
Tenant Improvements	$20,000	$45,000	As Incurred	Before Opening	Contractors & Suppliers
Design & Décor	$1,000	$3,000	As Incurred	Before Opening	Designers, Decorators, Suppliers
Kitchen Equipment	$80,000	$120,000	As Incurred	Before Opening	Approved Suppliers
Vehicles	$0	$30,000	As Incurred	Before Opening	Vehicle Dealer
Signage	$10,000	$30,000	As Incurred	Before Opening	Approved Supplier
Grand Opening Advertising	$1,500	$8,000	As Incurred	Before Opening	Vendors
POS System and Technology	$3,500	$8,000	As Incurred	Before Opening	Approved Suppliers
Opening Inventory and Supplies from Franchisor and Affiliates	$3,000	$15,000	As Incurred	Before Opening	Approved Suppliers (Franchisor, Affiliates)
Opening Inventory Purchased from Others	$4,000	$20,000	As Incurred	Before Opening	Approved Suppliers
Training Expenses (Including Travel and Living Expenses; See notes 11-20)	$24,500	$55,000	As Incurred	Before Opening	Suppliers
Insurance	$5,000	$20,000	Lump Sum	Annual Premium	Suppliers

Type of Expenditure	Amount		Payment Method	When Due	To Whom Payment is Made
	Low	High			
Security and Utility Deposits	$4,000	$60,000	Lump Sum	Before Opening	Landlord, Utilities
Licenses & Permits	$2,000	$8,000	Lump Sum	Before Opening	Government Authorities
Legal Fees and Accounting Fees	$1,500	$4,500	Lump Sum	Before Opening	Attorneys and Accountants
First Month's Rent	$3,500	$15,000	Lump Sum	Before Opening	Landlord
Additional funds for 3 months	$25,000	$50,000	Lump Sum	Before Opening	Approved Suppliers & Employees
Total	**$233,000**	**$549,000**			

Notes to Item 7

1. As discussed in Item 5, the Initial Franchise Fee paid by you and other similarly situated Franchisees will be the same. If you enter into a Multi-Unit Development Agreement your subsequent initial franchise fee will be as discussed in Item 5.

2. If you are entering into a Multi-Unit Development Agreement with us, you will pay a Development Fee of $25,000 for the first Franchised Business and $20,000 per additional Franchised Business, as discussed in Item 5, for granting you the right and the obligation to open the number of Franchised Businesses we will agree upon before you sign the Multi-Unit Development Agreement, and the time you will be granted to open each location. The Development Fee is non-refundable under any circumstances.

3. We anticipate that you will lease existing space rather than build your Outlet. We have not included any costs for land, entitlements, building construction, or related costs in our estimates. Our Outlet locations are usually between 1,200 and 3,000 square feet. Annual base rent generally ranges from $5,000 to $15,000 a month, but may be higher in high demand, high traffic locations. Your rent will likely include base rent, additional rent related to the Net Sales of the Outlet, common area maintenance and marketing charges, and proportionate shares of property taxes, insurance, utilities and other costs. We do not recommend that you construct or lease a standalone retail Outlet, so we do not estimate the cost to acquire or lease raw land and construct an Outlet. Higher rents are associated with shopping malls and lifestyle centers, and in markets where real estate is more expensive to own and occupy. Your lease covenants must allow for our operations, design, architecture, touchpoints, and other Outlet standards to be implemented.

4. Your net leasehold improvement costs will depend on the condition of your Outlet location as delivered by your landlord and any tenant improvement allowance you may receive from your landlord in your lease. Your Outlet will need a grease trap as part of its plumbing system and meet our standards and local codes for exhaust, width, electrical power, HVAC capacity and accessibility. You may need to demolish existing finishes and reroute or upgrade utility lines in space that was used for another purpose. Our estimated range of costs for leasehold improvements is based upon our expectations that you will receive your Outlet location from your landlord in good condition and ready for finishing with our décor package. Your landlord may provide funding for leasehold

improvements, which would reduce your investment in the Outlet. If you lease space that is first generation space never used for a restaurant, you may incur substantial additional costs for utility lines and other improvements to meet our Standards and local codes. The low-end estimates provided above may only be applicable to second-generation spaces previously used for restaurants that are in good order and condition and are compatible with our System Standards and designs.

5. You may incur architect, engineering and project management fees in the development of your Outlets. You will be required to obtain business licenses where you do business, and all other permits and licenses required by applicable law.

6. You will purchase your equipment that meets System Standards from suppliers we have approved, which may include us or our affiliates. We will provide specifications for the models of equipment you will be required to purchase for your Franchised Business location. Our affiliates or we may be the sole supplier for certain equipment. You must purchase from us opening inventory of frozen semi-finished croissants and other products including branded paper goods, certain ingredients, proprietary drink recipe(s), and certain décor elements. See Item 8. The cost of this purchase is up to $15,000 for each traditional and non-traditional Outlet.

7. We may negotiate with vendors for the price, warrantees, guarantees, delivery costs, maintenance contracts, etc. We do not represent that we will be able to obtain for you the lowest costs or best terms available.

8. You will need to purchase signs for your location. All signage must be in compliance with our standards and your local building and other codes.

9. You will be required to purchase or lease the point-of-sale and computer system we specify. The type and number of computers and other hardware, software, cameras, and telecommunications equipment may vary depending on your location. We expect the third-party vendors will implement enhancements or upgrades on an annual basis. We will specify the computer hardware, software, and telecommunications equipment in the System Manual. We expect that technology will evolve during the term of your franchise and you will need to update the Outlet technology at your expense when we determine such updating is necessary for the System to remain competitive in the highly competitive bakery restaurant retail product market. We cannot determine the cost of any additional investment you may be required to make.

10. We will provide initial training without any additional fee. Your Owner-Operator and your general manager, if any, must attend training and complete training to our satisfaction. In addition, we recommend that you bring to training your general manager and your in-store trainer. You may bring additional persons to initial training, without any additional fee, provided there is room in your scheduled training class.

11. Initial training will be a combination of classroom, on the job training, and may also include training provided electronically and remotely. You may be required to rent premises for classroom training in your location. This may include renting a workspace or a conference room where we can provide classroom training to your employees. We must approve the location.

12. In addition to incurring the costs of compensation and benefits for your staff, you will incur the cost for travel, lodging, meals and other expenses during training. We have estimated costs for travel, lodging, meals and local transportation for you and your staff during training. The costs of travel vary greatly based on the time of year and the choices you make for hotels, locations, etc.

13. The initial training takes place in the Atlanta, Georgia metropolitan area at our training center, then moves to your Outlet. You are responsible for all travel and living expenses for your team, as well as our team. Our team consists of one manager and two trainers. Our trainers are located in Europe, and airfare averages at around $1,000 per person. If you decide to visit our Outlets in Europe, you will incur travel expenses for the visit.

14. Additional training may be provided at your request or at our discretion. You are responsible for all travel, lodging and meal expenses for each trainer, as well as our $100 daily training fee.

15. We will specify the minimum insurance coverage we require you to have for your Franchised Business in this disclosure document and as modified in the System Manual.

16. You are responsible to identify and to acquire the permits, bonds, utilities, vendor accounts, merchant accounts, and licenses necessary to develop, open, and operate the Franchised Business in compliance with System Standards and with our approved vendors.

17. You will develop your Grand Opening Plan with our input and approval, and then you will execute the agreed Grand Opening Plan.

18. You may need to make deposits or pre-payments for rent, utilities, etc. Depending on the costs in your market, your credit, and the rental terms offered in various areas of your market, you can expect significant differences in rent rates, terms, and conditions. Our estimate is based on two months' rent as deposit and deposits for commercial lease parking.

19. You may incur additional expenses to develop your Outlet.

20. We have estimated the additional funds needed for your Franchised Business for the first three months. You will incur additional expense and will require sufficient working capital to cover your Outlet's operating and other expenses and disbursements, including payroll costs, inventory, supplies, technology, selling, general and administrative expenses, rent and debt service. If your rent exceeds the range in Note 3, you may also need additional funds to cover occupancy costs of the Outlet. Some of the Outlet's inventory is perishable over normal inventory cycles and may not be used after the freshness period expires. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business.

21. We have based our estimates on the experience of our Affiliates in opening their Outlet. Your actual cost of opening your Outlets will vary from our estimates based on many factors. These include but are not limited to your management capabilities, skills and experience: construction costs, prevailing labor costs, materials and other economic and local conditions in your market; the size of your location; real estate conditions; your ability to negotiate landlord financing of tenant improvements and other rent and lease financial concessions; the prevailing rents in your area; local zoning and permitting costs; utility and other costs and depositions; how well you follow the our System Standards; and, other factors outside of our control and influence.

22. You are responsible for the Outlet's compliance with all federal, state and local laws and regulations, including but not limited to the ADA, zoning and building codes applicable to its design, construction and operation. As a public accommodation, your Outlet must be accessible to persons with disabilities.

23. Payments to us are not refundable. Payments made to third party vendors or suppliers and the opportunity to obtain a refund of any such payment are subject to the terms and conditions of those vendors.

24. If you meet the credit requirements determined by third party vendors, you may be able to obtain financing. We do not determine the terms and conditions of any financing. We do not provide any direct or indirect financing for initial franchise fees or development fees, other fees or other costs paid to us or to third parties. We do not provide any guarantees for any financing provided to you by third parties.

ITEM 8.

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases and Approved and Designated Suppliers

As of the Issuance Date, you must purchase certain equipment, furnishings, fixtures, supplies, packaging, computer hardware and software, and signage for the Franchised Business from vendors we have approved and who meet our specifications. You must provide us with prior written notice and obtain our prior approval, which we may withhold in our sole discretion, before using any vendor or supplier other than an approved supplier for goods and services we designate as source restricted in materials included in the System Manual or separate written notifications. We will publish and circulate to you a list of "Approved Suppliers" and designated suppliers for Proprietary Products and Non-Proprietary Products, which we may modify at any time on no more than 10 days' notice to franchisees. The Approved Supplier list is divided between opening and operating suppliers. We may indicate to you in writing which Approved Suppliers are preferred suppliers for certain items. All purchases and leases of goods and services for the Franchised Business must meet our standards and specifications except as we specify in the System Manual, or otherwise in writing.

You must engage our approved real estate broker Reliance Retail, LLC, d/b/a Resolut RE, 901 S MoPac Expressway, Bldg. 2, Suite 350, Austin, TX 78746 to represent and advise you on selection of the site for your Outlet. We recommend that you engage our designated professional employer organization, Fourth Enterprises, LLC, an international human resources and payroll services provider with offices in Austin, Texas, Tampa, Florida and Denver, Colorado, to manage your employment obligations. To develop your Outlet, you must engage our designated project manager, JWL Management, Inc., P.O. Box 293, Lodi, WI 53555, (608) 592-6349, and our designated architect, AD3 Studio, LLC, 1100 Jorie Blvd., Oak Brook, IL 60523, (630) 828-0263.

Proprietary Products

We will disclose in the System Manual or other writings the specifications, detailed descriptions, and Lviv Croissants recipes to you and provide you with the list of any ingredients, supplies, apparel, equipment, and any other merchandise or property that you must use or sell to operate the Franchised Business under the System which either: (i) display the Marks; (ii) are specially configured, manufactured or produced by, or for, us in accordance with our specifications; or (iii) we or an Affiliate own and we designate as proprietary (collectively "Proprietary Products") that you must purchase, use, offer, sell and promote, and maintain in stock at the Franchised Business in quantities needed to meet reasonably anticipated consumer demand. We may designate certain disclosures related to the Proprietary Products as confidential. You must purchase all Proprietary Products and ingredients for Proprietary Products from designated suppliers selected in our sole discretion of which we give you written notice. We may be the only approved or designated supplier of certain Proprietary Products and equipment you must purchase for the Outlet. We may, in our discretion, as frequently as we deem necessary, change the identity, specifications, formulas, recipes, inventory requirements, or designations of the items that we designate as Proprietary Products. Further, we may, in our discretion, as frequently as we deem necessary, add new products or delete existing products from the items that we designate as Proprietary Products. You must conform to all such changes upon written notice from us unless our written notice specifies a later implementation date.

Non-Proprietary Products

We will identify all other products that are not Proprietary Products ("Non-Proprietary Products") which you may, or must, use, offer, sell, or promote in operating the Franchised Business. We group these into the categories of Specified Products, Sensitive Products and Generic Products. Specified Products are third party branded products, or industry standard products of certain specifications that may be sold under different brands, that are integral to the System and presentation of the Brand in the Outlets that may be obtained from Approved Suppliers, or if no Approved Supplier can provide the items, from other suppliers after notice to us, as long as the Outlet receives the same Brand, grade, quality and quantities specified in the System Manual. Generic Products are products generally available under standard industry specifications from any supplier authorized to sell the same. Sensitive Products are products that are critical to the presentation of the Brand menu that must be obtained at specified grade, quality and freshness, maintained at appropriate temperature and humidity for freshness, and properly discarded before use if and when past freshness or the expiration date marked on the packaging, or when wholesomeness cannot be assured with reasonable certainty. You must obtain Sensitive Products from Approved Suppliers. You have the right to purchase Non-Proprietary Products for which we have no approved or designated supplier from suppliers you select in your reasonable discretion of which you give us notice. All changes in the specifications for Non-Proprietary Products shall be communicated to you by supplements to the System Manual or otherwise in writing. You shall not place a new order for any Non-Proprietary Products with a supplier after receiving written notice of changes in the Non-Proprietary Products' specifications or that our approval of the supplier has been withdrawn or revoked.

You must obtain certain computer hardware and applications software and subscribe for certain point-of-sale technology and cloud-based management and reporting software applications and services obtained from certain Approved Suppliers. See Item 11.

As of the Issuance Date, you must purchase from us or our designated Affiliates (Parent, LCP, LCF, FFFG, FFFGEU, 3FLGUSA, 3FLG and 3FLG2) certain décor elements, signage, branded packaging and other branded items, marketing materials and printed supplies bearing the Marks, uniforms and name tags, semi-finished frozen croissants, tea and coffee, and certain other items. Imported items may have lower prices than domestically sourced items.

Mr. Larrabee owns an interest in each of the Affiliate US Suppliers (Parent, LCF and LCP).

Approval of Alternative Suppliers; Product Specifications

If you want to use a good or service, or obtain a good or service, from a supplier we have not yet approved, you first must submit sufficient information, specifications and/or samples for our determination whether the product or service complies with our System Standards, or the supplier meets our approved supplier criteria. We may establish and revise our approved supplier criteria from time to time as we deem appropriate and will make them available to our franchisees upon written request. We may condition our approval of a supplier on the supplier's agreement to comply with product quality standards, frequency of delivery, standards of service, and concentration of purchase requirements. We also may impose limits on the number of approved suppliers, products and services. Our approval should not take more than 30 days in most instances. We reserve the right to test supplies and inspect the premises of suppliers before granting our approval. We will invoice you for the supplier approval fee then in effect, plus out-of-pocket costs and expenses we incur for any inspection or testing. We will not issue our approval of the supplier until you pay that invoice. We may terminate our approval of a supplier or any products or services at any time, with or without cause, upon reasonable written notice. Because the use of the highest quality ingredients is an important part of our business model, we will monitor your chosen suppliers and may require that you select a different supplier if the supplier does not consistently meet our System Standards for food freshness and quality.

We will formulate and modify our technology, product, and ingredient specifications and standards by reviewing each product on an individual basis, taking into consideration the supplier's ability to provide consistently high-quality products to you or our approved suppliers on a timely basis. We generally will formulate specifications and standards based on the quality of the products and other relevant factors. We periodically may review each product and respective supplier to make sure that the supplier is following the specifications and standards.

We may issue some of our technology, product, and ingredient specifications and standards to our approved suppliers under appropriate confidentiality restrictions, but not to our franchisees. We may undertake other steps to maintain trade secrets and confidentiality of proprietary recipes and formulations, software, and other items.

Revenue From Franchisee Purchases

As of August 2024, we derive no revenue or other material consideration from franchisee purchases in the United States. We and our Affiliates will derive revenue from direct sales to franchisees and may derive revenue from suppliers for franchisee purchases in the future in our sole discretion.

Percentage of Total Purchases Represented by Required Purchases

Required purchases consist of items you must purchase from approved suppliers or under our established specifications. Your required purchases will represent approximately 75% of your total opening expenses (excluding the cost of real estate and improvements) and approximately 75% of your required purchases and leases.

Payments to Franchisor from Designated Suppliers

We intend to negotiate preferred vendor agreements with approved suppliers that we expect will provide favorable pricing and delivery terms to franchisees, as described below. These agreements may pay revenues to us or an Affiliate based on the volume of franchisee purchases, which may be measured in sales dollars or units sold. These arrangements are not in effect as of August 2024, but we expect them to be in place in the future. We expect Affiliate-owned Lviv Croissants Outlets to purchase from these suppliers at the same prices and terms as Franchised Businesses.

Cooperatives

We will have the right to require you to participate in a national or regional approved purchasing cooperative for the area in which your Franchised Business operates. We do not have any purchasing or distribution cooperatives in place as of July 2024.

Negotiated Purchases

We may negotiate purchase arrangements or discounts for your Franchised Business. Certain of our suppliers may allow you to participate in the volume discounts we receive. However, these volume discounts will likely extend only to pricing terms and will not include any of the credit terms we have negotiated. We do not otherwise negotiate purchase agreements on behalf of our franchisees or any distribution cooperative, and do not guarantee pricing, credit, or other terms for vendors by our franchisees. A particular supplier arrangement may not be available to you as the availability of these arrangements depends on whether the supplier services the area in which your Franchised Business will be located.

Material Benefits

We do not provide any material benefits to you if you obtain goods or services from approved suppliers. We reserve the right not to grant franchises or confer other benefits to any franchisee, for any reason or no reason, which may include the failure of a Franchised Business franchisee to follow and support the System, including its recommended advertising programs and approved supplier programs.

ITEM 9.

FRANCHISEE'S OBLIGATIONS

Franchise Agreement

This table lists your principal obligations under the Franchise Agreement. It will help you find more detailed information about your obligations in that agreement and in other items of this Disclosure Document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	6(b), 6(c)	11
b. Pre-opening purchases/leases	6(c), 6(f), 6(h)	8
c. Site development and other pre-opening requirements	6	6, 7 and 11
d. Initial and ongoing training	5(d), 7(a), 8(a)	11
e. Opening	6(h), 7(d), 16(a)	11
f. Fees	4(c), 5, 7(c), 7(d), 8(a), 8(l), 9(e), 15, 19, 22(c)(1)(iii), 22(d), 27, 55(h), 56	5 and 6
g. Compliance with standards and policies/operating manual	4(e), 6(f), 6(h), 8, 9, 13(g-i), 14, 16(c)	11
h. Trademarks and proprietary information	2(a-b), 7(c), 9(g-i), 12, 13	13 and 14
i. Restrictions on products/services offered	8(c)	16
j. Warranty and customer service requirements	8(b)(1)	Not applicable
k. Territorial development and sales quotas	3	12
l. Ongoing product/service purchases	8(c)	8

Obligation	**Section in Agreement**	**Disclosure Document Item**
m. Maintenance, appearance, and remodeling requirements	4(e), 6(e), 6(h), 8(b), 8(e), 8(f)	11
n. Insurance	21	6 and 8
o. Advertising	5(h), 6(h), 7(e), 9(g), 13(b), 16, 17, 19, 20	6 and 11
p. Indemnification	35	6
q. Owner's participation/management/staffing	2(c), 8(a), 8(g), 38	11 and 15
r. Records and reports	14	6
s. Inspections and audits	15	6
t. Transfers	22	6 and 17
u. Renewals	4	17
v. Post-termination obligations	11, 12, 33, 45	17
w. Non-competition covenants	11	17
x. Dispute resolution	32, 46, 47, and 48	17
y. Other - Guaranty	24 and Attachment C	1, 15

Multi-Unit Development Agreement

This table lists your principal obligations under the Multi-Unit Development Agreement. It will help you find more detailed information about your obligations in that agreement and in other items of this Disclosure Document.

Obligation	**Section**	**Item**
a. Site selection and acquisition/lease	7, 8, 9	11
b. Pre-opening purchases/leases	Not applicable	Not applicable
c. Site development and other pre-opening requirements	Not applicable	Not applicable
d. Initial and ongoing training	Not applicable	Not applicable
e. Opening	Not applicable	Not applicable
f. Fees	5	5 and 6
g. Compliance with standards and policies/operating manual	Not applicable	Not applicable
h. Trademarks and proprietary information	Not applicable	Not applicable
i. Restrictions on products/services offered	Not applicable	Not applicable
j. Warranty and customer service requirements	Not applicable	Not applicable
k. Territorial development and sales quotas	2	12
l. Ongoing product/service purchases	Not applicable	Not applicable
m. Maintenance, appearance, and remodeling requirements	Not applicable	Not applicable
n. Insurance	Not applicable	Not applicable

Obligation	Section	Item
o. Advertising	Not applicable	Not applicable
p. Indemnification	20	6
q. Owner's participation/management/staffing	Not applicable	Not applicable
r. Records and reports	Not applicable	Not applicable
s. Inspections and audits	Not applicable	Not applicable
t. Transfers	19	6 and 17
u. Renewals	None	None
v. Post-termination obligations	None	None
w. Non-competition covenants	13	None
x. Dispute resolution	16, 25, and 26	17
y. Other - None	Not applicable	Not applicable

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.

Pre-Opening Assistance

Before you open your Franchised Business:

(1) We will provide you with advice and consultation in the selection of sites for Franchised Location(s) through the use of the site selection and evaluation forms, criteria and supporting materials that we make available to franchisees. We will not own your Outlet site and lease it to you or guarantee your lease obligations. (Franchise Agreement Section 6(b); Multi-Unit Development Agreement Section 11.2).

(2) We will review the information you submit for each proposed site for a Franchised Location, conduct any investigation of the proposed site we deem appropriate to evaluate the site, and approve or reject the site. Under the Multi-Unit Development Agreement, we will approve the sites for future or additional Outlets using our then-current site criteria. (Franchise Agreement Section 6(b); Multi-Unit Development Agreement Sections 7 and 8).

(3) If you and we do not agree on a definitive Outlet site when you sign your Franchise Agreement, we will approve or reject each site you propose within 30 days after your submission of all initial and supplemental information we request regarding a proposed site. If we approve the site, we will give you notice of any remaining conditions to that approval. Under the Multi-Unit Development Agreement, we will tender the Franchise Agreement for the approved site. If we reject the site, we will

give you the reasons for the rejection. If you do not submit a proposed site that we can approve within 45 days after you sign the Franchise Agreement, we may terminate the Franchise Agreement or grant you an extension for a fixed period of time after which we may terminate the Franchise Agreement if no site is approved. (Franchise Agreement Section 6(b); Multi-Unit Development Agreement Sections 7 and 8).

(4) We must approve the terms of your lease or purchase agreement for the approved site and any modifications or amendments, if applicable, before you sign the lease or purchase agreement. We will review the lease or purchase agreement and any modifications or amendments to the lease or purchase agreement and accept or reject your lease or purchase agreement for the Location within thirty (30) days after your submission of all initial and supplemental information we request regarding the proposed lease or purchase agreement. Each leased Franchised Location must be under lease to you and not to an affiliate. We do not review, provide advice on or approve any financing you obtain for your development costs. The "Commitment Date" is the date you sign the approved lease or purchase agreement. You must provide us with a copy of the signed document within five business days after the Commitment Date (Franchise Agreement Section 6(c)).

(5) We will have the right to terminate the Franchise Agreement if you fail to either (i) gain our approval of your proposed Franchised Location, and (ii) sign a lease or a purchase agreement we approve as to form for the approved Franchised Location so that the Commitment Date occurs within 90 days after the date of your Franchise Agreement, or (iii) open your completed Lviv Croissants Outlet with our authorization under Section 6(h) of the Franchise Agreement within one year after its effective date. (Franchise Agreement Section 29(s)).

(6) We will provide you with advice and consultation in the construction of Outlets for Franchised Location(s) through the use of the construction selection and evaluation forms, criteria, and supporting materials that we make available to franchisees. (Franchise Agreement Section 6(b); Multi-Unit Development Agreement Section 11.2).

(7) We will designate the territory for your Franchised Location. (Franchise Agreement Section 3).

(8) We will provide you with other resources and assistance that we may develop and make available to new franchisees and developers from time to time. (Franchise Agreement Section 7(h); Multi-Unit Development Agreement Section 11.3).

(9) If you are operating under a Multi-Unit Development Agreement, we will forward the Franchise Agreement for your proposed Franchised Location after the Commitment Date. (Multi-Unit Development Agreement Section 10).

(10) We will provide you with a preliminary design, layout and visual renderings for your Outlet, then review your site plan, engineering, and final construction or renovation plans and specifications prepared by your architect for conformity to System Standards. You may use our approved architect and engineer or obtain our prior approval to engage your own licensed professionals. (Franchise Agreement Section 6(d)).

(11) We will loan you one copy of the System Manual or may grant access rights on our secure website for franchisees. (Franchise Agreement Sections 7(b) and 13(i)).

(12) We will provide you with training in one or more of our facilities in Atlanta, Georgia or another location, and at your Franchised Businesses to assist you with the new Outlet opening activities for your Franchised Business. (Franchise Agreement Section 7(a)).

(13) We will provide you with the services of an on-site training team for a period of time to assist you with the pre-opening activities for your Franchised Business. (Franchise Agreement Sections 7(a), 7(d), and 8(a)).

(14) We will furnish you with any specifications for Proprietary and Specified Products for your Franchised Business. (Franchise Agreement Sections 7(c) and 8(c)).

(15) We will identify Approved Suppliers for all Proprietary and Non-Proprietary Products, and any other goods or products that we may require or suggest for your Franchised Business. We do not provide installation services for items acquired from us or our Affiliates. (Franchise Agreement Section 7(c) and 8(c)).

(16) We will approve the grand opening plan for advertising the opening of your Franchised Business. (Franchise Agreement 6(h)).

(17) We will provide to you in the System Manual suggested but not mandatory forms of job descriptions, organizational charts, evaluation forms for hiring, an employee handbook and a form of non-disclosure agreement for employees. (Franchise Agreement 7(b).

(18) We will provide you with access to a professional employer organization ("PEO") to manage your human resources and payroll functions. We recommend engaging this PEO during the term of your franchise. You may, with prior written notice to us, use a different PEO or employ your employees directly without a PEO. We may discontinue access to a PEO on written notice to you if we believe that the benefits of using a PEO are outweighed by the costs and risks associated with this practice, or applicable law changes to the disadvantage of the PEO's customers (Franchise Agreement 7(h)).

Site Selection

We will not select the site for your Franchised Business. You will have responsibility for selecting the site for your location and submitting information on the site approval form we include in the System Manual. Our designated broker will usually propose several potential Outlet sites from which you may select a proposed site and then perform diligence such as analysis of market conditions and demographic data, site visitation, communication with the landlord, and furnish requested information. We have the right to approve or reject the site you select. In determining whether to approve or reject a site, we will consider demographic evaluations, traffic patterns, population density, proximity to activity centers such as educational institutions, health care facilities, shopping venues, and employers, physical site profiles, access and parking, signage visibility, size, configuration and layout, position in the retail center, availability of drive-through and outdoor seating, competition in the market area, and other factors. We have no obligation to provide any assistance in locating a site, negotiating the lease, conforming the premises to local codes and ordinances, obtaining permits, constructing, remodeling or decorating, hiring and training employees (except for the training we provide, described below), or providing for necessary equipment, signs, fixtures, opening inventory and supplies. You must propose a location, obtain our approval of your proposed location, and enter into a signed lease or a purchase contract we approve as to form for the approved site within 90 days after the date of the Franchise Agreement, described as the Commitment Date above. You have the option to request a single 30-day extension of time to complete this phase of pre-opening, which we may grant in our sole discretion and condition on your providing us with proof of financing, an updated financial statement and other relevant performance criteria. We may terminate the Franchise Agreement if there is no approved site or signed lease or purchase agreement for the Franchised Business within this 90-day period.

Typical Length of Time to Open

Based on the experience of our Affiliate-owned Outlets, we estimate that it will take approximately 3 months to select and obtain approval for a Franchised Location and execute a lease and an additional 6 to 9 months to build out the location as an Outlet. Except as extended by us, your Franchised Business must be open and operating within one year following the execution of the Franchise Agreement. We may, in our sole discretion, specify in your Franchise Agreement a shorter deadline to open the Outlet if local permitting allows, when the site that requires minor renovation instead of a new build may take less time to design and build, or a longer deadline we determine is a reasonable time, if you are developing a new build Outlet or a bare shell site in an urban location with challenging permitting. Factors that may affect that time period include obtaining site approval from us, making any necessary financial arrangements, negotiating the lease, obtaining required permits and landlord approvals, designing the space, ordering the equipment and inventory, and obtaining necessary labor and materials. You must engage the qualified project manager and architect that we specify (See Item 8) unless they are unavailable, in which case the project manager and architect must be acceptable to us, to manage the development process at your expense. (Franchise Agreement Sections 6 and 29).

Under our form of Multi-Unit Development Agreement, you must agree to open at least 3 Outlets under a specified performance schedule (the "Performance Schedule"). At least 2 of your Franchised Outlets generally must open within 18 months after you sign the Multi-Unit Development Agreement. You must open the third Franchised Business two years after signing to satisfy the Performance Schedule. We may negotiate a Performance Schedule with shorter or longer opening time requirements when business circumstances warrant. When you sign a Franchise Agreement for each Franchised Business to be developed under the Multi-Unit Development Agreement, the deadlines for developing the Franchised Business and obtaining our approvals for the site and the lease described above become applicable. (Multi-Unit Development Agreement Sections 3 and 8).

Post-Opening Assistance

(1) We will publish a list of approved suppliers and their respective approved products and services in the System Manual and/or in other written or electronic communications to you. As new suppliers, products, and services become available, we will amend that list. (Franchise Agreement Section 7(c)).

(2) We will review any suppliers and goods outside of our approved suppliers or goods list. You must first propose the alternative supplier or good to us. (Franchise Agreement Section 6(c)).

(3) We will provide you with the merchandising, marketing and advertising templates, and other data and advice that we develop from time to time and deem helpful in the operation of a Franchised Business using the System. (Franchise Agreement Section 7(e)).

(4) We will approve all sales promotion and marketing materials that you create for your use after you submit a description of the promotions and materials to us in writing. You must use your best efforts to promote the use of the Lviv Croissants Marks in your market area. (Franchise Agreement Section 16(c)).

(5) We will provide you with promotional programs as we deem necessary. You must participate in all mandatory in-store promotional programs. (Franchise Agreement Sections 18, 20).

(6) We will maintain and manage the Brand Fund when activated. (Franchise Agreement Section 19).

(7) We will maintain and update, when we deem appropriate, the Lviv Croissants consumer website. You are not authorized to maintain a website for your Franchised Business unless we otherwise agree in writing. (Franchise Agreement Section 9(f)).

(8) We will conduct periodic field evaluations, secret shopping, health inspections and quality assurance inspections of Franchised Business to test and promote its compliance with System Standards and quality controls. Our evaluation system will be described in the System Manual. Each evaluation and health inspection may identify non-compliance that must be remedied to avoid default and termination under the Franchise Agreement. We may publish our ratings and inspection results of your Outlet to other franchisees or the public. These evaluations and inspections may also offer suggestions and recommendations about your staffing, but you have no obligation to follow the suggestions or recommendations. (Franchise Agreement Section 7(f)).

(9) We will provide you with periodic individual or group advice, consultation and assistance by personal visit, by telephone, electronic communication, or by newsletters or bulletins that we make available to our franchisees from time to time. (Franchise Agreement Section 7(g); Multi-Unit Development Agreement Section 11.2).

(10) We will provide you with any other materials in any medium that we may develop to communicate new developments, techniques, and improvements in the System and our plans, policies, research, developments, and activities to franchisees. (Franchise Agreement Section 7(g)).

(11) We will provide you with other resources and assistance that we may develop and make generally available to all of our other franchisees. Under no circumstances will we act directly or indirectly to control, nor do we reserve the right to control, the terms and conditions of employment for your employees or contractors, or advise you on your hiring, scheduling, supervision, discipline and termination decisions. (Franchise Agreement Section 7(h); Multi-Unit Development Agreement Section 11.3).

(12) We will provide directives about local advertising, in-store merchandising and messaging, promotions, maximum and minimum pricing for menu items that support Outlet quality and service levels and interbrand competition, suggestions about menu pricing and limited time offers, and review and comment on or approve your annual marketing plan. (Franchise Agreement Sections 6(h), 16).

(13) We will provide specifications regarding computer systems and network connections, including hardware, software, POS, and inventory control systems, kitchen display systems, self-service kiosks, delivery aggregators, delivery and catering platforms, digital menu boards, and other technology that shall be used in your Franchised Business. These requirements and specifications will be detailed in the applicable System Manual. We will enter and manage the menu prices in the POS system on your behalf. (Franchise Agreement Section 9(a)).

(14) We will offer a successor Franchise Agreement upon your satisfaction of the conditions described in the Franchise Agreement. (Franchise Agreement Section 4(b)-(e)).

(15) We will review any proposed transfer of your Franchise Agreement and either approve or disapprove that proposed transfer. (Franchise Agreement Section 22).

(16) We will provide you with the services of an on-site training team for a period of time to assist you with the opening and post-opening activities for your Franchised Business. (Franchise Agreement Sections 7(a), 7(d), and 8(a)).

(17) We may set minimum and maximum prices of products and services and establish unilateral policies on minimum and maximum advertised prices of Franchised Business products and services. (Franchise Agreement Section 7(e), 8(b)(2)).

Except as listed above, we do not have any obligation to provide you with assistance regarding (1) developing services or products your Franchised Business will offer to your customers; (2) the hiring or training of your employees; (3) the improving or developing your Franchised Business; (4) establishing prices at which you must sell products and services, or setting minimum or maximum prices; (5) establishing and using administrative, bookkeeping, accounting for inventory control procedures; or (6) resolving operating problems you may encounter.

Advertising

We will provide a template and assist you to develop a Grand Opening Plan to introduce your Franchised Business to the local market and will review and approve your local annual marketing plan. The goal of the Franchised Business Grand Opening Plan is to assist the franchisee in building strong sales and in developing a loyal clientele but there is no guarantee that it will do so. Your local advertising must align with our directives about local advertising, messaging, and other factors. We may offer suggestions about pricing, promotions, and limited time offers.

Franchisees will have the right and the obligation when they see fit, to suggest changes to the standard Grand Opening Plan and annual marketing plans. We will review and if appropriate, in our sole discretion, approve all changes to the standard plans after discussion and review with each franchisee before its plans are implemented by the franchisee. We intend to control the social media and website promotion related to the Lviv Croissants Brand to the greatest extent possible under the law.

We will conduct advertising in regional and national media using the funds when available in the Brand Fund described below. We may use print, broadcast and on-line or electronic media, social media, direct mail, and other promotional materials as funds permit. We will utilize a combination of in-house and advertising agency resources to produce advertising. The Franchise Agreement does not require us to spend any amount on advertising or other promotions in your Designated Marketing Area ("DMA"). We have no obligation to spend any additional amounts on advertising or promotion. (Franchise Agreement Section 17).

We will develop, and provide to you, a branded radio jingle that you must incorporate (or cause to be incorporated) in all audio and visual advertising materials pertaining to your Franchised Business. For all other facets of your advertising communications, you may use your own advertising and promotional materials if you submit them to us for approval at least 30 days before making any financial commitment to use the materials. Any materials developed by Franchisee may be used by the Franchisor and become Franchisor's intellectual property. You may not use any advertising or promotional materials that we disapprove or have not approved. You are not authorized to maintain a website for your Franchised Business or social media presence on platforms such as X, Facebook, Instagram, or any other digital or social media unless we authorize the presence in writing. We may revoke such authorization at any time by written notice to you. (Franchise Agreement Section 9(f), 9(h)).

All obligatory advertising funds are detailed herein. Franchisees are not required to participate in/contribute to any advertising fund not detailed herein, at this time. We may require participation and/or contribution to other advertising funds in the future. There are no details concerning advertising spend the prior year, including spend breakdowns, as this program was not yet in place.

Advertising Council

We currently have no advertising council composed of franchisees. We have no obligation to create an advertising council. We may develop such in the future.

Local Marketing

We require you to spend 2.00% of Net Sales (in addition to the Brand Fund Fees if and when activated) on local marketing on a quarterly basis on the annual marketing plan we have approved. We may, but are not obligated to, assist you with the review of local media campaigns. We may, but are not obligated to, provide you with standard print media advertising templates to use locally. (Franchise Agreement Section 16(c)).

Local Advertising Cooperatives

We may establish one or more advertising cooperatives from time to time and, further, may change, dissolve, or merge any existing advertising cooperative at any time in our sole discretion. A cooperative will be formed for one DMA or multiple DMA's. All participants will contribute at the same rate or under the same formula. If the Franchised Business operates within a DMA for which an approved advertising cooperative exists, you are obligated to contribute to the advertising cooperative the amounts required by the cooperative up to 2.00% of the Net Sales of the Franchised Business during each Reporting Period. All Franchised Business that we or our affiliates operate will participate in any advertising cooperative that we establish for the DMA in which they are located on the same basis as the Franchised Business in the DMA. We will administer the cooperative unless we designate another party to perform the administrative functions. The cooperative may have written governing documents that we must provide or approve, which will be available for all participants in the cooperative to review. Each cooperative will maintain accounting records and compile financial statements that will be available for review by all participants. We retain the power to require any cooperative to be formed, changed, dissolved or merged with another cooperative. Matters before the cooperative members must be approved by concurrent majority vote of the franchisee members and the Affiliate-owned Unit members. (Franchise Agreement Section 17).

Brand Fund

We may establish a Brand Fund (the "Brand Fund") when a sufficient number of Lviv Croissant Outlets in the United States are open to sustain meaningful brand advertising, in our sole discretion, but not before 50 Outlets in the United States are open. You will pay to us with your Royalty Fee weekly payment a Brand Fund Fee of up to 1.00% of the Net Sales of the Franchised Business for the preceding week, beginning after we give all franchisees notice that we have activated the Brand Fund. We will account for all Brand Fund Fees we collect in a separate account. All other franchisees will contribute at the same rate to the Brand Fund. Outlets operated by Parent or Affiliates are not obligated to contribute to the Brand Fund. We may deposit the marketing, promotional, and other payments we receive from suppliers into the Brand Fund.

We will administer the Brand Fund and will disburse the Brand Fund to pay for marketing, advertising, promotional, public relations, and other similar activities intended to benefit the System and all franchised and Affiliate-owned locations. Those activities may include (without limitation): (a) market research; (b) technology development and implementation; (c) customer service, loyalty and reward programs; (d) media purchases; (e) advertising production; (f) advertising and public relations agency fees and expenses; (g) product research and development; (h) developing and implement marketing strategies, annual Unit marketing plan templates and supporting the evolution of the Grand Opening Plan; and (i) developing and protecting the System. We also may use the Brand Fund to pay or reimburse us for our labor costs and administrative overhead incurred for activities supported by the Brand Fund. Any money in the Brand Fund not spent at the end of each fiscal year will remain in the Brand Fund, provided that amounts contributed to the Brand Fund may be used to pay taxes associated with unspent amounts on deposit in the Brand Fund. We will have the sole and exclusive discretion to direct all activities and programs funded by the Brand Fund. The Brand Fund will not be separately audited, and we have no obligation to make its financial statements available to franchisees. We have no obligation to expend Brand Fund amounts for your benefit equivalent or proportionate to your Brand Fund Contributions, and we do not warrant or guarantee that you will receive or derive any benefit from Brand Fund activities. We will make all studies and reports produced by the Brand Fund available to you at no cost as Confidential Information. We will make copies of all materials produced by the Brand Fund for franchisee use available to you at your expense. We may suspend, terminate, and reinstate the Brand Fund at any time. The Brand Fund will not terminate, however, until we have spent all money in the Brand Fund for the purposes set forth above. (Franchise Agreement Section 19). Upon your written request, we will provide you a copy of our annual report of expenditures of the Brand Fund during the most recently ended fiscal year on a confidential basis.

We may initiate and administer, or outsource the administration of, a loyalty program that provides benefits to frequent customers. The funding of the loyalty program may be provided through the Brand Fund Contribution or separately. Loyalty program fees are usually charged per transaction or per dollar of Net Sales basis for program members. Redemptions of program value usually take the form of certificates for free or reduced-price products or collateral logo merchandise. We may reimburse for redemptions at standard rates or count redemption values toward program contributions, Brand Fund Contributions or other funding requirements. We may modify, end, suspend, restart, and set rules and regulations for a loyalty program at our discretion.

You are not obligated to participate in any other advertising fund in addition to the Brand Fund, the advertising cooperatives to which your franchise may be assigned and any loyalty program we establish. The Brand Fund has had no contributions, and no Brand Fund disbursements were made in 2025. We will not use the Brand Fund to solicit new franchise sales. Consumer advertising copy for which the Brand Fund pays may include solicitations of interest for prospective franchisees.

Computer Systems

You must purchase and install before opening your Franchised Business the hardware and software to run a computer-based point-of-sale ("POS") system, kitchen display system, self-service kiosks, digital menu-boards system, and ingredient level inventory management system (collectively "Computer Systems"). We estimate the cost to purchase the required POS and kitchen hardware POS systems, including a touchscreen register with a customer display, printer, cash drawer, kitchen touchscreen display tablet and all related peripherals, from an approved vendor between $1,500 and $3,000. Self-service kiosks and digital menu boards hardware will vary between $7,500 and $10,000. We estimate your Computer Systems software implementation and start-up fees to be between $1,000 and $1,500. We assume that you already own a laptop or desk top computer capable of running standard business applications for word processing, email, internet browsing and spreadsheets and a printer to use in the Franchised Business.

We have entered into a master enterprise services agreement with Square, Inc. to provide for implementation of the tablet-based Square Food & Beverage POS system in all Outlets. The account for this POS software will be set up by Square at a cost to you of $500 plus $100 per location as a sub-account of a Master Account of this software, held and managed by us. You will need only one sub-account for all of your Outlets. The first Outlet set up costs $600, with a cost of $100 for each additional Outlet. We will determine which component of the software platform needs to be active in the sub-account, and Square will charge you a monthly fee for the use of the component. We can add, change or delete components of the POS software platform for all sub-accounts on 60 days' notice, and Square will update your monthly billing accordingly. We will arrange for application processing interfaces for menu integration and mobile application integration. We will issue and implement initial set-up and on-going maintenance requirements in the System Manual. Support for this POS system is provided directly by Square, Inc. Initial costs to set up Square should total approximately $2,100 to $3,500 per Outlet. Monthly costs for Square hardware and software services should total approximately $309 to $400 per Outlet. Square may modify these costs at its discretion.

Franchisee shall not purchase, acquire, lease or subscribe to any POS hardware of software components unless expressly authorized by us. The Square POS system is the only approved POS system as of August 2024. Square's general terms of service may be found on its website: https://squareup.com/us/en/legal/general/ua.

You must provide full administrative access to your POS throughout the entire duration of the term of your Franchised Business. Such access shall include rights and access to full administrative and operational control of your POS in order to ensure optimum operational performance, implementation of marketing initiatives, and consistency across the franchise system. During the the term of your Franchised Business, you may not remove us from access to our system account with your POS, or modify such access to any setting less than full administrative control, at any time.

We may require all or only high-volume Franchised Businesses, and you may decide at your option, if we do not implement a requirement for your Franchised Business, to acquire customer self-service kiosks from Square. These kiosks and related installation, programming and software cost from $500 to $3,000 (depending on the number of kiosks you acquire) as of November 2024. The cost of these terminals, which are intended to reduce counter labor costs and improve customer service, may vary in the future.

We require that each Franchised Business subscribe to and use in the operation of the Franchised Business the Craftable ingredient-level inventory management and food cost tool. The initial fee should total approximately $500 to $700 per Outlet, the monthly subscription fee is $250, and the electronic invoicing fee is $0.85 per use, which is billed by and paid directly to Craftable.

We may mandate or suggest that you use, and we may add, modify and discontinue, other technology systems to support the Franchised Business, improve Outlet operations and accountability. We may activate the Technology Fee to cover the costs of this technology and our overhead to support its implementation and operation.

At our request, you shall participate in any intranet or extranet system developed for use as part of the System. Such intranet or extranet systems may be combined with that of our affiliates. You shall also sign such terms of use agreements concerning the use of such intranet or extranet system as we may prescribe, which agreements may contain, among other things: (a) confidentiality requirements for materials available and transmitted on such system; (b) password protocols and other security precautions; (c) grounds and procedures for our suspension or revocation of access to the system by you and others; and (d) a privacy policy governing the parties' access to and use of electronic communications posted on electronic bulletin boards or transmitted via the system, and (e) subscription or usage fees. You shall pay any fee imposed from time to time by us, or a third-party service provider, in connection with hosting such a system. These costs will not exceed $1,000 per one-time cost upgrade or additional service, nor will recurring payments exceed $300 a month by upgrade or additional service. We may require any additional technology, computer services subscriptions, maintenance, updating, upgrading, or support contracts. These costs will not exceed $3,000 a year for each service. (Franchise Agreement Section 9(e)).

We may mandate that you offer free wireless internet access or other accepted means of communication for customers in your Franchised Business. We may require customers to submit their email and other elements of personal information to access the free Wi-Fi. Your POS system will store and allow you and us to access data on each transaction entered, including time of day, products purchased, method of payment, and other information that may be useful in managing the Franchised Business and Lviv Croissants Brand. We may modify System Standards to require new technology at all Franchised Businesses, which may require you to upgrade and update the systems you use in the Franchised Business and for customer engagement. There is no contractual limitation on our right to mandate upgrades and updates. The approved vendor of the hardware systems may charge you a fee for maintenance, repairs, updates and upgrades to hardware. The annual cost of such maintenance, repairs, updates or upgrades will depend upon your agreement with the relevant hardware vendor. Annual maintenance, updating or upgrading software services are included in the subscription fees for this system.

You will maintain your point-of-sale and management systems on-line so that we may independently access them remotely at our discretion, copy your POS and management data, update software, and view all records, files and reports available on or from those systems. You will not purge data unless so permitted under the System Manual. There are no contractual limitations on our right to access this information independently. (Franchise Agreement Section 9(b)). You should expect to update your Franchised Business customer service and entertainment systems, computer, product manufacture, business management, training, and communications technology periodically during the term of your Franchise Agreement to keep pace with the evolution of such technology and its applications in retailers. We may designate an affiliate or ourselves as the sole source of technology you are required to obtain, operate, and maintain for the Franchised Business.

All personally identifiable information (names, addresses, email addresses, telephone numbers, corporate information, transaction data, demographic data, behavioral data, customer service data, correspondence, and other documents and information) obtained from consumers, suppliers or others in connection with any Lviv Croissants product or service is considered "Consumer Data." Subject to applicable law, we are the sole owner of all Consumer Data obtained by the Franchised Businesses in the franchise system. You will only have transactional use of the Consumer Data during the term of your franchise and solely for the purpose of managing your location. You disclaim any ownership interest in Consumer Data in the Franchise Agreement.

You will not transfer any of the Consumer Data to any third party other than to us, our affiliates or third-party agents that are providing operational or marketing services to you. Third parties cannot gain any ownership rights or interest in the Consumer Data; may have access to the Consumer Data only for the purpose of providing services to you; are prohibited from copying or distributing the Consumer Data; and must return any Consumer Data to you after it has provided its services. You will not use any Consumer Data for activities not related to the Franchised Location without our prior written approval.

You are required to meet all federal, state, and local laws concerning the handling, distribution, and use of Consumer Data. We may establish data security procedures and privacy policies for Consumer Data to which you must adhere and comply.

System Manual

The Table of Contents for the System Manual, showing the topics and number of pages dedicated to those topics, appears as Exhibit J to this Disclosure Document. The System Manual has a total of approximately 275 pages. We implement and enforce the System Manual and System Standards to promote our Brand, enhance consistency among all Lviv Croissants Outlets, and protect the goodwill of the Marks. Any aspect of the System Manual that relates to any aspect of the terms and conditions of employment for your employees is not mandatory and is merely suggestive or provides only recommendations. We may provide you with access to the System Manual in printed form, electronic form or a combination of both.

Training

TRAINING PROGRAM

Subject	Hours Of Classroom Training	Hours Of On-The-Job Training	Location
Brand History	1		Classroom and Training Store
Employee Responsibilities and Position Guidelines	2		Classroom and Training Store
Equipment Specifications and Use	1		Classroom and Training Store
Food Safety and Handling	4	16	Classroom and Training Store
Menu Categories and Items	3		Classroom and Training Store
Food Storage, Shelf Life, and Labeling	2		Classroom and Training Store
Baking Guidelines	3		Classroom and Training Store
Sandwich Making	3		Classroom and Training Store
Packaging and Serving Instructions	2		Classroom and Training Store
POS Training and Tech Stack Training	4		Classroom and Training Store
On the Job Safety	4		Classroom and Training Store
Hygiene, Grooming, and Uniform Instructions	2		Classroom and Training Store
Delivery and Pick Up of Orders		8	Classroom and Training Store
Suggested Selling Phrases	2		Classroom and Training Store

Subject	Hours Of Classroom Training	Hours Of On-The-Job Training	Location
General Management & Customer Service Skills		**16**	Training Store
Total Hours	**33**	**40**	

Training Program

The initial training program consists of two components: (1) an optional training program, which may be held in Atlanta, Georgia or such other location as directed by us (the "Optional Initial Training"); and (2) a mandatory training program, which is conducted at your location (the "On-Site Initial Training"). The On-Site Initial Training is the primary, required training program. The trainers will be on our staff or will be employees of a foreign Affiliate which is responsible .

(1) Upon your request and subject to mutual agreement as to scheduling and availability, we will provide the Optional Initial Training for up to ten (10) people associated with your Franchised Business. The Optional Initial Training will be held over five (5) consecutive calendar days. You must pay directly for all travel, lodging, and incurred by both our trainers and all of your trainees. In addition to direct payment for travel expenses, you shall pay a training fee of One Hundred Dollars ($100.00) per trainer per calendar day. This fee shall be paid no later than seven (7) days prior to the commencement of the Optional Initial Training.

(2) The On-Site Initial Training is our primary training program and shall be conducted at your location. This training is the core required training program and is not considered to be additional training. The On-Site Initial Training shall be provided for a period of up to twenty-five (25) calendar days, but not fewer than fifteen (15) calendar days. The trainers are provided with at least one (1) day off during each five (5) consecutive calendar-day period.

We may assign up to five (5) trainers, managers, or representatives to provide the On-Site Initial Training and operational support. The number of the required trainers and other representatives will be determined by us based on the expected store volumes and operational needs of your Franchised Business. You shall pay a per diem fee of One Hundred Dollars ($100.00) per trainer per calendar day. You shall also be responsible for all travel, lodging, and local transportation expenses incurred by our trainers in connection with the On-Site Initial Training. You will pay for trainers' travel and transportation expenses directly, including roundtrip airfare and ground transfers between each trainer's travel origin, which may be any location globally including Ukraine, and the airport(s) accessible to your Franchised Business. You shall arrange suitable lodging and local transportation for our trainers, subject to our prior approval of the training schedule, lodging accommodations, transportation arrangements, and related logistical details.

You shall pay us the applicable per diem fees for the first fifteen (15) days of the On-Site Initial Training no later than fourteen (14) days prior to the commencement of the On-Site Initial Training. Per diem fees and any other training expenses for any remaining training days shall be paid prior to the completion of the training. Per diem is charged for every calendar day our trainers are on the business trip (including days off and the days needed for travel) and any partial days required for travel.

Once we approve the Franchised Business for opening, we will schedule and provide the On-Site Initial Training, including product production and on-site sales support. The trainers provide training only and do not perform other services for your Outlet. Typically, our trainers usually arrive one (1) week before your scheduled opening and stay for one week after opening. We may reduce the period of such additional training to five business days after the opening of your first and second Franchised Businesses developed under a Multi-Unit Development Agreement. There is no additional fee paid to us for this initial on-site support and training, but you must pay directly for our trainers' reasonable travel and living expenses (including a daily meal allowance for each trainer of $50 and local transportation) while training at your Outlet. You must have your Outlet staff hired and ready for training when training begins. You will also receive periodic field support and consultation in person, electronically, etc. during the term without any additional fee (discussed further below).

We recognize that training and certification is a critical element to maintaining brand standards. We strive to equip you with the ability to conduct training and certification of your own staff in order to avoid joint employment exposures, vicarious liability and other concerns, including System Standards, control, and costs. Following the training and certification of completion by you, we, during periodic field visits, will evaluate the ability of your staff to perform their individual jobs to System Standards and will consult with you about retraining their staff if any deficiencies are noted. Management and staff training will be your responsibility and will be conducted by you and your management.

The Lviv Croissants initial training program may include on-line training, classroom sessions, actual work experience and a train-the-trainer program. In addition, Lviv Croissants may develop pre-training materials (print and electronic) that you and other attendees will be required to complete prior to attending initial training.

We use the System Manual for training. We currently do not charge for training material, but we may do so in the future. There is no tuition or materials charge for initial or pre-training, but you will be responsible for all travel and living expenses for themselves, their staff, etc. Subject to the limitation of space being available, you may bring to initial training additional personnel, at no additional fee. You should consult with us in advance of training to determine if additional space is available.

You may also, during the term, send members of their management and staff to any regularly scheduled initial training program provided by Franchisor, without fee, subject to space availability. We reserve the right to establish additional training fees, other than those specified, during the term of the Franchise. Certain course material may not be available to all of your staff, and we reserve the right to determine which of your staff may attend certain modules of training.

We will schedule your training program to occur after a Franchise Agreement has been signed and based on an established opening date. After the Owner-Operator, manager and trainer have successfully completed initial training and are operating a Franchised Business, we offer additional training programs on an "as needed" basis.

Our trainers and their experience are the following:

Trainer	Experience in Foodservice Industry	Experience with Franchisor, Parent and Affiliates
Liudmyla Martych	Five years	Five Years
Olena Barna	Nine Years	Four Years
Solomiya Furda	Four Years	Two Years
Petro Revedzhuk	Four Years	Three Years

The On-Site Initial Training program is mandatory for your Owner-Operator, general manager and trainer and is to be completed at a minimum of 14 days prior to the Franchised Business opening date. Upon the final week of the training program, we will conduct a thorough evaluation outlined in the training manual. The Owner-Operator and general manager must score ninety percent (90%) or better on the evaluation to be certified to operate the Franchised Business. We may modify an opening date you propose based upon the projected date of successful completion of the training program by the Owner-Operator and/or general manager. We require that you must always have a certified manager in the Franchised Business and/or be in the process of having a manager trained and certified. We use the System Manual for training.

On-site training, if requested after Outlet opening, carries a fee of One Hundred Dollars ($100) per trainer, per day, plus all travel and living expenses for our trainer(s). If your representative fails to attend any scheduled training and a substitute trainee is not found to replace the representative, you shall reimburse our out-of-pocket costs.

There is a no tuition charge for the On-Site Initial Training program for a new Franchised Business. You are responsible to pay all compensation, benefits, travel expenses, living expenses, and any other personal expenses for your nominees enrolled in the training and support training programs. If a trained manager leaves your employment for any reason, you must hire a replacement manager within thirty (30) days who must attend the next training program class slot we make available at a tuition charge of up to $1,000 or $100 / day.

We may conduct additional training at an annual convention or regional meeting. We may require that your Owner-Operator, general manager, assistant manager, and shift leaders attend this training. We may include the training tuition in a convention or meeting fee or may charge separately for training tuition.

ITEM 12.

TERRITORY

Franchise Agreement

The Franchise Agreement grants you the right to operate a single Franchised Business at the Franchised Location of the Outlet. You must operate the Franchised Business only at the Franchised Location and you may not relocate the Franchised Location without first obtaining our written consent. You may not establish or operate another Franchised Business unless you enter into a separate Franchise Agreement for that Franchised Business. You have no option, right of first refusal or similar right to acquire additional franchises unless you enter into a Multi-Unit Development Agreement.

When you sign the Franchise Agreement, unless you have selected and we have approved the precise location of the Franchised Business, we will designate an area defined by zip codes, a map, or other means (the "Trade Area"). You must find a location for the Outlet acceptable to us within the Trade Area during the 90-day period after you sign the Franchise Agreement. We will assist you during this process and will connect you to our approved real estate broker (Resolute RE) that is currently the only approved real estate broker we authorize to work with franchisees. During this period, we may grant an Outlet franchise to any other party and our Affiliates may open or develop another Outlet within the Trade Area.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we may own, or from other channels of distribution or competitive brands that we or an Affiliate may control. When you have selected and we have approved the precise Franchised Location of the Outlet, whether before or after you sign the Franchise Agreement, we will designate an area and fix its boundaries (the "Protected Area") based on a radius that takes into consideration a population of approximately 100,000. We may take into account both residential and commercial day time populations. During the term of the Franchise Agreement, the Protected Area will be your protected territory in which neither we nor our Affiliates will operate, franchise or license any other person or entity to operate an Outlet. The Protected Area will be determined by us and stated in an amendment to Attachment A of the Franchise Agreement that we send you, if not defined in the Franchise Agreement at the time of signing. We believe that a Franchised Business will be better sited if located in or near retail shopping or other commercial areas that draw traffic for meal serving times. In dense urban and commercial markets and non-traditional venues, the Protected Area may be much smaller than other markets and may have vertical limits as well as horizontal limits.

If you operate a Non-Traditional Venue Outlet, your Protected Area will be negotiated when you enter into your Franchise Agreement and Non-Traditional Venue Addendum. Generally, your Protected Area will be limited to the Host Facility or a certain area of the Host Facility and will not extend beyond the interior of the Host Facility. Larger Host Facilities may have multiple Non-Traditional Venues that may have different franchisees.

We retain the right to market and sell, and to franchise others to market and sell the same services and products as those offered as part of the System under the Marks in your Trade Area under the Marks other channels of distribution, including, without limitation, internet sales, mass gathering locations, sports arenas and facilities, transportation centers, hotels and resorts other than through a Franchised Business. You are not entitled to any compensation for any sales that result from such efforts. We retain the right to market and sell within or outside the Trade Area without compensation to you at any location under trademarks, service marks, and commercial symbols different from the Marks. You do not have the right to establish any additional or alternative channels of distribution without the express written permission of us that may be withheld at our sole discretion.

There are no restrictions on your soliciting or accepting customers from any area, so long as you conform to the rules governing advertising, which apply to the use of other channels of distribution such as the Internet, catalog sales, telemarketing or other direct marketing. There are no restrictions on your soliciting or accepting custom orders and scheduling on-site parties and classes from customers located inside your Protected Area, and with our consent, which we may withhold in our sole discretion, outside your Protected Area. In markets with multiple Outlets operated by different franchisees or Affiliates, we may on written notice to you establish authorized delivery and catering zones, which may differ, in which a particular Outlet is the only Outlet authorized to provide delivery or off-premises catering. You may contract with a third-party delivery service for delivery orders, but we reserve the right to designate a particular delivery service in your market as the exclusive delivery service provider. You may use any channel of distribution to make sales outside your Protected Area, provided that all such activity is conducted from your Outlet within your Protected Area, or we have given you our prior written approval to serve a different area.

Our Affiliates and we may conduct marketing anywhere without limitation. We may elect to establish minimum and maximum pricing and pricing guidelines for all Franchisee locations. Our affiliates and we may develop alternative distribution channels for our Proprietary Products and those alternative distribution channels may compete with you. We provide no assurances that those alternative distribution channels will be offered as franchises or, if offered as franchises, that they will be offered to Franchised Business franchisees in those market areas.

Our Affiliates and we retain all rights that are not expressly granted to franchisee to establish and operate a franchised or Affiliate-owned Lviv Croissants business. While it is not our intent, at this time, to distribute the Lviv Croissants products other than through Parent, Affiliate and franchisee owned Outlets and Parent-owned websites and portals, we and our Affiliates reserve the right to distribute the Lviv Croissants products in ready to eat and ready to heat and eat presentations to retail stores and other locations. Our affiliates and we also reserve the right to merge with, acquire, be acquired by, or become associated with any business or stores of any kind under other system and/or other marks, which businesses may convert to or operate under the Lviv Croissants Marks and offer or sell products and services that are the same as, similar to, or different than the products and services offered at or from a franchisee's Outlet.

Our Affiliates and we operate, license and may in the future franchised restaurant, bakery or coffee shop retail brand under a different trademark (an "Affiliate Concept") that sells or will sell goods or services similar to those a System franchisee will offer, or goods and services that are not similar to those a System franchisee will offer. Such a business could be located or have an outlet in the Protected Area. Affiliate Concept outlets may compete with your Franchised Business. Such Affiliate Concept outlets could be located or have an outlet in or near the Protected Area. The Franchise Agreement and Multi-Unit Development Agreements we sign do not restrict or limit the ability of us or our affiliates to create, open, operate, and franchise Affiliate Concepts within or outside the Protected Area. You have no right or option to participate in any franchise or license program for an Affiliate Concept, or to own an Affiliate Concept outlet, or to be paid any compensation relating to an Affiliate Concept outlet. We may join with our affiliates to leverage the buying power of all Affiliate Concept outlets and the System to obtain better quality service, pricing, and availability from common approved suppliers, purveyors, and vendors of goods and services used by the Franchised Business chains.

Multi-Unit Development Agreement

The Multi-Unit Development Agreement identifies the Development Territory within which you must develop multiple Outlets as Franchised Businesses under the Performance Schedule. The Development Territory will be a geographic area described in Attachment A of the Multi-Unit Development Agreement and chosen by a method of delineation that we determine is appropriate under the circumstances. During the term of the Multi-Unit Development Agreement, the Development Territory will be a protected but not an exclusive area. You will not receive an exclusive territory. You may face competition from outlets that we own, or from other channels of distribution or competitive brands that we control. We may, but are not obligated to, provide in the Multi-Unit Development Agreement that we will not enter into a Franchise Agreement with a Protected Area or enter into a Multi-Unit Development Agreement with another party, in which the Protected Area or Development Territory overlaps or is the same as your Development Territory. Parent and our Affiliates may develop and operate an Outlet within your Development Territory unless the Multi-Unit Development Agreement limits that right. We will determine the Development Territory and the Performance Schedule before you sign the Multi-Unit Development Agreement, based on various market and economic factors such as an evaluation of the market demographics, the market penetration of the System and similar businesses, the availability of appropriate sites and the growth trends in the market. The continuation of your Multi-Unit Development Agreement depends on your compliance with its Performance Schedule. In the event that the Operator fails to comply with the Performance Schedule, an incurable event of default shall occur under the Multi-Unit Development Agreement, and we may terminate the agreement. Termination of the Multi-Unit Development Agreement does not affect the Franchise Agreements for Outlets that are open or under development.

ITEM 13.

TRADEMARKS

The Franchise Agreement grants you the right to operate a Franchise Business under the Marks. Parent has registered with the United States Patent & Trademark Office ("USPTO") on the Principal Register the following Marks identified in the "Registration No." column.

Mark	Registration or Filing Date	Registration No.	Application No.	Goods and Services
LVIV CROISSANTS	January 30, 2024	7,292,739		IC 030. US 046. G & S: Cocoa; Coffee; Custard; Dough; Flour; Confectionery, namely, frostings and icing; Tea; Flour products and flour confectionery, namely, bakery desserts, bakery goods, and bakery products; Baking powder; Confectionery made of sugar; Food flavorings, other than essential oils IC 043. US 100 101. G & S: Cafe services; Catering services for food and beverages; Providing of food and drink; Restaurant services

All required affidavits will be filed when due.

Effective as of October 15, 2024, and as amended on April 9, 2025, Parent licensed the Marks and the System to us under a trademark and system sublicense agreement. FFFG granted a primary license of the Marks and the System to Parent on August 7, 2024. Parent granted a sublicense to us for the United States of the Marks with the exclusive right to franchise the Marks for 60 years. FFFG retains certain Outlet inspection, oversight, approval and consent rights over Parent's management of the Marks in the United States. The trademark sublicense agreement can be terminated by Parent only if we breach the agreement and fail to cure the breach within 30 days after receiving written notice of the breach, or if we become insolvent or are unable to pay our debts as they become due, or we commence a case for relief or reorganization, or are the subject of an involuntary case for relief or reorganization under the Federal Bankruptcy Code or under any other state or federal bankruptcy or insolvency laws, and such involuntary case continues for more than ninety (90) days after its initial filing without dismissal. At termination of the trademark sublicense agreement, we are obligated to assign to Parent all license, franchise and sublicensing agreements which we have entered into for the use of the Marks and the System, which shall continue in full force and effect until the expiration of their respective terms then in effect. If such an assignment occurs, Parent will not assume any liabilities that pre-date the assignment, for which we will remain liable.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court, or any pending infringement, opposition or cancellation proceedings affecting the Marks. There is no pending material federal or state court litigation involving the use or ownership rights in a Mark. We know of no superior rights or infringing uses that could materially affect your use of our Marks.

We have no affirmative duty to protect your right to use the Marks but intend to take appropriate actions if the need arises. We have the right to control any administrative proceedings or litigation involving a Mark we license to you. If anyone institutes or threatens litigation involving any component of the System, including the Marks, against you, you must notify us promptly and cooperate fully with us in defending or settling the litigation. We will have control over the defense and settlement of any administrative proceeding or litigation regarding the System. You also should notify us immediately when you learn about any infringing use of the Marks, any challenge to your use of the Marks, and any use or claim of the right to use any trademark or service mark confusingly similar to the Marks, by any third party.

Except as stated above, we do not have any obligation to take any affirmative action, participate in your defense, or indemnify you for expenses or damages if you become a party to an administrative or judicial proceeding involving a Mark, we license to you or if the proceeding is resolved unfavorably to you. If we must, or we decide to, change the System and discontinue the use of any of the Marks, we reserve the right to substitute different proprietary marks for use in your identifying the Franchised Business. We have no obligation to compensate you for the discontinuance or modification of any Mark, or the cost of changing "LVIV CROISSANTS" as the primary mark of the System.

You may not use the Marks to offer or sell any services or products not a part of the System that we do not first otherwise approve. You must comply with the rules and guidelines we issue for using the Marks. You cannot use a Mark as part of a corporate name or with modifying words, designs, or symbols, except for those which we license to you. You also cannot display or erect any other mark on your office, stationery, advertising, sales/promotional materials, or other objects, except for those Marks licensed to you. You may not use any Mark to promote or identify the sale of an unauthorized product or service, or in a manner we do not authorize in writing.

ITEM 14.

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Other than our copyright in our System Manual and the copyrights listed below, we do not own any patents or copyrights and have no pending patent applications material to the Franchised Business.

We own certain proprietary information that constitutes trade secrets that you may use in the operation of a Franchised Business. You will have the right to use the proprietary information contained in the System Manual only in the Franchised Business, and for no other business or purpose. Although we have not registered our copyright in the System Manual, we do claim a copyright in it and the information contained in it does constitute proprietary information. The Franchise Agreement will obligate you to protect our proprietary information from unauthorized use and disclosure, and to have your equity owners, managers, and employees that we designate in the System Manual sign a confidentiality agreement in the form we prescribe (Franchise Agreement, Attachment D). You must tell us promptly when you learn about any unauthorized use of the System Manual or the information contained in it. We have no obligation to take any action in that event; however, we will respond as we deem appropriate.

There are no currently effective material determinations of the United States Copyright Office or any court, or any pending material proceeding that would affect our copyrights. We have no agreements which would limit our right to license the use of any existing or future patents, copyrights or proprietary information. Although not obligated under any express provision of the Franchise Agreement, we intend to protect our rights in our existing and future patents, copyrights and proprietary information.

If anyone institutes or threatens litigation involving any of our patents, copyrights or proprietary information against you, you must notify us promptly and cooperate fully with us in defending or settling the litigation.

We will have control over the defense and settlement of any administrative proceeding or litigation regarding any patents, copyrights or proprietary information relating to the Franchised Business System. You also should notify us immediately when you learn about any infringing use of our patents, copyrights or proprietary information or any challenge to your use of our patents, copyrights or proprietary information.

Except as stated above, we do not have any obligation to take any affirmative action, participate in your defense, or indemnify you for expenses or damages if you become a party to an administrative or judicial proceeding involving any patents, copyrighted material, or proprietary information licensed by us to you or if the proceeding is resolved unfavorably to you.

If we must discontinue the use of any of our patents, copyrighted materials, or proprietary information relating to the System, we reserve the right to substitute different materials and/or information for use in your Franchised Business, but we have no obligation to compensate you for the discontinuance or modification of any patents, copyrighted material, or proprietary information. We know of no infringing rights that could materially affect you.

We intend to renew any future registered copyrights when the registration expires.

ITEM 15.

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

A franchisee has responsibility for the operation and performance of its Franchised Business. At least one person who has a significant equity ownership position in the franchisee (at least 10%) must be designated the "Owner-Operator" of the Franchisee and attend the training program. While the Owner-Operator is not required to supervise during all hours of operation, they must make regular visits to all their Franchised Locations at a minimum of three (3) to five (5) times a week. You may hire an "on-premises" manager (or restaurant manager) to handle the day-to-day operations of your Franchised Business, but any such manager must have completed our training program. Your on-premises manager must sign a written agreement at the time of employment to maintain the confidentiality of the trade secrets and other proprietary information contained in Item 14 and to comply with the covenants not to compete described in Item 17. The form is included in the Franchise Agreement as Attachment D and a copy of the fully executed agreement must be sent to us promptly after signing, and before we begin training for the manager. Either you or your "on-premises" manager must reside in the same general metropolitan area in which your Franchised Business is located.

We require you to send, to our designated representative, daily reports containing time-stamped photographs of specific areas of your Franchised Business as designated by us to evidence cleanliness, sanitation, organization and other service standards. We require you to install video surveillance cameras in your Franchised Business using approved hardware and software and to provide remote access to us to review their video surveillance in live and recordings. You should post signs disclosing video recording if legally required. We also encourage you to use other methods of supervision, including, but not limited to, other photo and video reports, mystery shopping, and use of other tech solutions.

If you operate as a corporation, partnership, limited liability company, or other form of business entity, each of your owners must guarantee your obligations and agree to a restriction on the transfer of their equity ownership interests under the Guaranty and Restriction Agreement attached as Attachment C to the Franchise Agreement. In community property states (Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin.), we may ask a spouse to sign the guaranty if the source of funds for the franchise is community property.

ITEM 16.

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must operate your Franchised Business under the System as specified in the Franchise Agreement, the System Manual, and in our standards and policies. You may not engage in any business or offer any other services or products at your Franchised Location that is or are not a part of the System or without our express authorization in advance. You must sell or offer for sale all of our food products, logoed merchandise, menu items, seasonal goods, memorabilia, and services except those items we designate as optional. You may not offer additional products or services without our prior written consent. We retain the right to modify the System Manual to modify, discontinue, or add to the goods and services that you must sell in your Franchised Business, which may include new or modified products and recipes, methods of product preparation, and the installation and use of new or modified manufacturing equipment. There are no limits on our right to make these changes. There are no limits on the customers to whom you may sell at any Outlet. You must use Franchisor approved tools and channels to sell goods and services (e.g., curbside pickup solutions, app ordering, online ordering).

All advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in the Franchised Business) and other items we designate must bear the Marks in the form, color, location, and manner we prescribe. In addition, all advertising and promotion in any medium (including websites, Internet postings or markings), must be conducted in a dignified manner and must conform to the standards and requirements in the System Manual, the Franchise Agreement, or otherwise. You must obtain our approval before you use any advertising and promotional materials and plans that we have not provided to you, or communicate with media, journalists, bloggers or social media personalities and influencers about the Lviv Croissant brand. You must obtain our written approval of the content and design of Internet posting or marketing in advance of such use and such use must be in compliance with our policies including the use and presentation of the Marks. We may furnish or sell to you apparel and other promotional items to use or resell at the Franchised Business.

We have the right to establish a customer survey feedback program, and any similar programs that we elect, in our sole discretion, to implement. We may use the scores and comments from such programs to evaluate whether or not you meet System Standards, are eligible for additional franchises or Multi-Unit Development Agreements or comply with your Franchise Agreement. Our guest survey feedback program includes: (i) posted advertisements in-store with QR-codes that direct customers to post reviews of your Franchised Business on Google Maps; and (ii) an option for customers to input their review of your Franchised Business within the POS interface at the time the customer receives a copy of their receipt . Our customer service team compiles and analyzes the reviews left in the POS system and such reviews are not visible to other customers.

ITEM 17.

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

Franchise Agreement

This table lists certain important provisions of the Franchise Agreement. You should read these provisions in that agreement attached as Exhibit A to this Disclosure Document.

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	4	The Franchise Agreement runs for a term of ten years from the Outlet's opening date unless terminated earlier under the Franchise Agreement.
b.	Renewal or extension of the term	4	You may extend the franchise for a ten-year succession term once if you are in good standing at the time for giving notice of your desire to enter into a successor Franchise Agreement. You will not be in "good standing, and not eligible to renew if (i) you or any of your Affiliates are in default under any Franchise Agreement with us, (ii) any monetary obligations to us or our Affiliates are unsatisfied, (iii) if your Franchised Business performs in the bottom quartile of Net Sales or quality assurance inspection scores for all Franchised Business for the preceding fiscal year; (iv) you have suffered more than one material default under any agreement with us or any Affiliate that occurred during the first year such agreement was in effect; or (v) you have suffered more than one cured or uncured material default under any franchise agreement or Multi-Unit Development Agreement with us during any 24-month period.
c.	Requirements for you to renew or extend	4	You must notify us six to twelve months before the expiration of your current term of your intent to renew or extend. In addition, you must (i) not be in default; (ii) have complied with our Franchise Agreement;

	Provision	**Section in Franchise Agreement**	**Summary**
			(iii) execute a general release of claims; (iv) sign our then current form of the Franchise Agreement; (v) complete, at your expense, any retraining program we may require; (vi) perform the remodeling, repairs, and renovations described below that we may require; (vii) deliver documents from your landlord(s) providing your right to continue operating the lease; and (viii) pay the Successor Fee. The then current form of our Franchise Agreement may contain materially different fees, terms, and conditions than your original franchise agreement. Every five years after the Opening Date of the Outlet, we may notify you that within 120 days after giving you the notice, you must also (a) upgrade your Franchised Business to our current entry standards and design elements, (b) complete any retraining we require, (c) upgrade to our current kitchen equipment package, and (d) install our current POS system, technology, dining room and décor package and other furniture, fixtures and equipment required for new entrant Outlets. We must give you that notice within 90 days after the end of each such five-year period during the Initial Term and any Succession Term.
d.	Termination by you	28	You may terminate the Franchise Agreement only if we commit a material breach of the Franchise Agreement. You must provide us written notice of and 60 days to cure the breach. If the breach is not cured within 60 days, you may terminate the Franchise Agreement upon written notice.
e.	Termination by us without cause	31	We may terminate your Franchise Agreement after written notice to you if we determine that either: (i) a law or regulation is enacted, promulgated, repealed, modified or amended; (ii) a judicial or administrative tribunal or administrative agency has issued, published or released a decision, ruling or opinion in a matter not involving the Parties directly or indirectly that we reasonably expect will affect applicable law or its interpretation; or (iii) an administrative agency, arbitrator or judge has issued an interim or final decision in a matter in which the Parties are involved directly or indirectly, which: (A) frustrates or adversely affects or could reasonably be expected to affect adversely the purposes of the Franchise Agreement; (B) makes performance of the Franchise Agreement commercially impracticable; (C) effectively modifies the allocation of risk, benefits and burdens agreed by

	Provision	Section in Franchise Agreement	Summary
			the Parties; (D) deprives any Party of its benefits of the bargain struck by the Parties, as originally set forth in the Franchise Agreement; or (E) determines that an employment or a joint employment relationship exists between us.
f.	Termination by us with cause	29 and 30	We may terminate your Franchise Agreement after written notice of a curable default if you fail to cure within the time permitted or such longer period as required by law, or immediately upon written notice of an incurable default unless a longer notice period is required by law.
g.	"Cause" defined - curable defaults	30	A curable default consists of: (1) non-payment of any amount owed to us; (2) non-compliance with any laws or regulations that result in a threat to the public's health or safety; (3) failure to provide us access to information in your Computer System; (4) failure to comply with a vendor's requirements for the marketing and sale of their products; and (5) failure to comply with any other provision in the Franchise Agreement, other than an incurable default listed below. A curable default may be considered an incurable default, as defined below, if you commit two curable defaults within and period of 12 months. You must cure the default within: (1) 10 days for non-payment of any amount owed to us; (2) 24 hours for non-compliance with any laws or regulations that result in a threat to the public's health or safety; (3) 10 days for your failure to provide us access to information in your Computer System; (4) 30 days for your failure to comply with a vendor's requirements for the marketing and sale of their products; and (5) 30 days for a failure to comply with any other provision in the Franchise Agreement, other than an incurable default listed below. These cure or notice periods may be extended by applicable law in your state.
h.	"Cause" defined – non-curable defaults	29	A non-curable default occurs if: (1) You have an uncured default; (2) You, after curing default, commit another curable default within 12 months; (3) You copy or permit anyone else to copy, share or distribute any part of the System Manual; (4) You close or abandon the Outlet for a period of: (i) five consecutive calendar days; (ii) eight days in any 12 month period; or (iii) during the hours and days of required Outlet operation under the System Manual, except for any closure, remodeling, or vacation we approve in advance, and

	Provision	Section in Franchise Agreement	Summary
			except during the pendency of any force majeure event beyond your control; (5) You or any of your Owners who is a Guarantor request the appointment of a receiver or have a receiver appointed for the Outlet, you, or any of your or their assets; (6) You or any of your Owners become insolvent or make a general assignment for the benefit of your or their creditors, or fail to provide us on request financial statements showing that you have sufficient assets and cash flow to meet your obligations as they become due and payable; (7) You or any of your Owners commence a case for relief or have an order for relief entered for you or them under the United States Bankruptcy Code or any foreign equivalent, or file or have filed against you a case for reorganization that is not dismissed within 60 days after filing; (8) Your or any of your Owners' assets, property, or interests in property are blocked under any law; (9) You or any of your Owners suffer a conviction for, or plead guilty or nolo contendere to a crime involving moral turpitude or any other offense, or an incident occurs at or involving the Outlet or an off-premises service provided by the Unit, reasonably likely, in our opinion, to have an adverse effect on the goodwill of the Marks or name and reputation with the consuming public of Franchised Businesses; (10) We discover a material inaccuracy in any of your representations in this Agreement or in any application you submitted to us to become a franchisee, or make materially false statements to us or any of our Affiliates; (11) You underreport Net Sales for any calendar quarter or calendar year: (i) by two percent or more at least three times in any 36-month period; or (ii) by at least five percent for any Reporting Period or calendar year; (12) You maintain false books or records or submit materially false reports to us or any of our Affiliates, including submission of false tax returns and forms or you have collected from customers for taxes and fail to turn over such amounts, unless you are properly contesting your obligation to pay or the amount of due; (13) You fail to obtain our advance written permission when required under this Agreement; (14) You breach the same provision of this Agreement on two occasions within any 12-month period, with our having given you the required notice of the first two breaches (whether or not timely cured by you); (15) You or any of your Owners violate any of Sections 8(b)(7) (compliance with laws), 9(i)

	Provision	Section in Franchise Agreement	Summary
			(prohibited mark usage or transactions), 11 (competition covenants), 12 (confidential information), 22 (transfers), 23 (rights of first refusal), 25 (transfer on death or disability), 26 (temporary disability), or 27 (securities offerings), or commit a breach which, by its nature, you cannot cure or with regard to which you notify us that you do not intend to cure; (16) A court, administrative tribunal, health department having jurisdiction over the Unit, or an independent laboratory determines that a threat to public health or safety resulted from the operations of your Unit; (17) You operate the Unit, or allow the Outlet to be used, in a manner that, in our sole discretion, in any way jeopardizes the safety or welfare of customers, the public or the Outlet staff, violates applicable law, or is damaging or potentially damaging to the goodwill, reputation and good name of the Marks and the Brand; (18) You default under any indebtedness with an outstanding principal amount of at least $100,000, such indebtedness is accelerated and you do not repay, refinance or cause the reversal of the acceleration of the indebtedness to restore its original payment terms within 30 days; (19) You fail to either: (a) (i) gain our acceptance of your proposed Location, and (ii) sign a lease we approve as to form, or a purchase agreement for the accepted Location within 60 days (or 90 days if you exercise your extension option) after the Effective Date: or (b) open your completed Franchised Unit with our authorization under Section 6(h) within one year after the effective date of the Franchise Agreement; (20) You fail to meet the development deadline for a Franchised Unit; (21) if we determine in our sole discretion that either: (i) a law or regulation is enacted, promulgated, repealed, modified or amended; (ii) a judicial or administrative tribunal or administrative agency has issued, published or released a decision, ruling or opinion in a matter not involving the parties directly or indirectly that we reasonably expect will affect applicable law or its interpretation; or (iii) an administrative agency, arbitrator or judge has issued an interim or final decision in a matter in which the parties are involved directly or indirectly, which: (A) frustrates or adversely affects or could reasonably be expected to affect adversely the purposes of the Franchise Agreement; (B) makes performance of the Franchise Agreement commercially impracticable; (C) effectively modifies the allocation of risk, benefits and

	Provision	**Section in Franchise Agreement**	**Summary**
			burdens agreed by the parties; (D) deprives any party of its benefits of the bargain struck by the parties, as originally set forth in the Franchise Agreement; or (E) determines that an employment or a joint employment relationship exists between we and you.
i.	Your obligations on termination/non-renewal	33	You must: (1) abide by all non-competition provisions; (2) pay us and our affiliates all amounts owed within five business days; (3) not use or adopt the System or any of our Marks or intellectual property; (4) remove from the Franchised Business all signs, emblems and displays identifying it as associated with the System; (5) change the exterior and interior design and décor of the Franchised Business and make all changes in signs, buildings and structures which we direct to distinguish the building from its former appearance as a Franchised Business; (6) cease using and return to us the System Manual and other confidential materials delivered to you; (7) cease holding yourself out in any way as our franchisee or to do anything which would indicate any relationship between you and us; (8) cancel or transfer to us all identifiers; (9) transfer to us all telephone listings, domain names, and web pages, if any, for your Franchised Business or which contain, use or display any of our Marks or intellectual property; (10) transfer to us all telephone listings, domain names, and web pages, if any, for the Franchised Unit or which contain, use or display any of our Proprietary Marks or Intellectual Property; (11) pay all liquidated damages due to us; (12) at our option, assign the Outlet's lease to us; (13) if we acquire a right in your Unit, arrange with us for delivery of any inventory within fifteen days; and (14) sign an agreement for termination.
j.	Assignment of contract by us	22(a)	We may transfer, assign, or pledge our interest in the Franchise Agreement, in whole or in part, to any person.
k.	"Transfer" by you - defined	22(b)	Any transfer of the Franchise Agreement, any interest in your Franchise Agreement, the license to use the System and the Marks, the Outlet, substantially all or substantially all of the assets of the Outlet, or you, either directly or indirectly, will constitute a transfer of your Franchise Agreement or you.
l.	Our approval of transfer by you	22(c)	You may not transfer any interest in your Franchise Agreement or an equity interest in the franchisee entity without our written consent.

	Provision	Section in Franchise Agreement	Summary
m.	Conditions for our approval of transfer	22(c)	We may impose any condition for our approval, including the following conditions. For transfers resulting in a change in control or involving an interest of 50% or more in your entity: (1) You must: (i) provide us with 90 days prior written notice; (ii) comply with our right of first refusal; (iii) submit the price of the transfer, and we must determine the price will not impact operation; (iv) pay all amounts owed to our affiliates or us; (v) not have been in default or not in default; and (vi) provide us with a signed copy of the assignment contract; (2) You and your owners must: (i) execute and deliver a general release of all claims against our affiliates and us; and (ii) acknowledge in writing that each of you remain liable for pre-transfer obligations; (3) You or your transferee must pay us the Transfer Fee; (4) Transferee must: (i) meet all the requirements for a new franchisee; (ii) be proficient in English; (iii) agree to upgrade and remodel the Outlet to conform to our current standards; (iv) execute and deliver our then current Franchise Agreement; and (v) attend and successfully complete training along with the proposed manager before the transfer and at your transferee's expense; and (5) Landlord must consent to the transfer of the lease. For non-controlling Transfers or transfers involving an interest of 20% or more in your entity: (1) You must:(i) provide us with 90 days prior written notice; and (ii) pay all sums owed to our Affiliates or us; (2) You and your owners must: (i) execute and deliver a general release of all claims against us and our affiliates; and (ii) acknowledge in writing that each you remain liable for pre-transfer obligations; (3) You or your transferee must pay the Transfer Fee; (4) Transferee must: (i) meet the qualifications of a new franchisee; and (ii) execute and deliver an assignment of the Franchise Agreement and guaranty. For Related Party Transfers: (1) You must: (i) provide us with 90 days prior written notice; and (ii) not be in default; (2) You and your owners must: (i) execute and deliver a general release of all claims against us and our affiliates; and (ii) acknowledge in writing that each of you remain liable for pre-transfer obligations; (3) You or your transferee must pay us the Transfer Fee; and (4)

	Provision	Section in Franchise Agreement	Summary
			Transferee must assume the Franchise Agreement and the guaranty in writing.
n.	Our right of first refusal to acquire your business	23(a)	We have a right of first refusal to purchase your Franchised Business or any controlling interest in you that you propose to sell on the same terms and conditions offered to you by a third party.
o.	Our option to purchase your business	23(b)	We have an option to purchase your Franchised Business for its fair market value upon the termination or expiration of the Franchise Agreement. If you and we cannot agree on fair market value, then the purchase price will be the book value of the assets as shown on your balance sheet dated within 30 days before termination or expiration, or three times your EBITDA for the preceding 12 months, whichever is greater. We may also purchase your accepted Location for its fair market value if you own it.
p.	Death or disability of you	25	In the event of your death or permanent disability, the Franchise Agreement will terminate within 180 days unless we give our written consent to the assignment of the Franchise Agreement to your lawful successor under the other provisions of Section 22(c) of the Franchise Agreement. You must transfer all rights to a buyer that complies with the transfer provisions, but no Transfer Fee will be due.
q.	Non-competition covenants during the term of the franchise	11	You may not engage, either directly or indirectly through any financial or beneficial interest in any other person, in any “competing business,” other than a Franchised Business. A “competing business” means any Outlet offering as its primary menu items coffee, sandwiches, or bakery products to consumers or any wholesaler selling ingredients for breakfast or bakery products to retailers.
r.	Non-competition covenants after the franchise is terminated or expires	11	For a period of two years after the termination or expiration of the Franchise Agreement, you may not engage in any competing business at your Franchised Location, within three miles of your Franchised Location, or within three miles of any Franchised Business open at the time of termination, either directly or indirectly through any financial or beneficial interest in any other person.
s.	Modification of the agreement	52	We may alter the System and the System Manual as we deem necessary, including certain fees on which we have reserved the right to modify unilaterally. You and

	Provision	Section in Franchise Agreement	Summary
			we must agree in a signed writing to any other modifications to your Franchise Agreement.
t.	Integration/merger clause	40	Only the terms of the Franchise Agreement are binding (subject to applicable state law). Any representations or promises outside of this Disclosure Document and the Franchise Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	47	Not Applicable
v.	Choice of forum	47	Either party may bring an action to protect its intellectual property rights or enforce a confidentiality obligation in any court of competent jurisdiction. Any legal action must be brought where our headquarters is then located, which is currently Atlanta, Georgia. Your local law may supersede this provision. See Disclosure Document Addenda for Certain States at Exhibit G. (Subject to applicable law.)
w.	Choice of law	46	Georgia law will apply to the Multi-Unit Development Agreement and all rights and duties under the Multi-Unit Development Agreement. See Disclosure Document Addenda for Certain States at Exhibit G. (Subject to applicable law).

Multi-Unit Development Agreement

The following table lists certain important provisions of the Multi-Unit Development Agreement. You should read these provisions in that agreement attached as Exhibit B to this Disclosure Document.

	Provision	Section in Multi-Unit Development Agreement	Summary
a.	Length of the franchise term	4	The Multi-Unit Development Agreement has a Development Term during which you must complete the Performance Schedule, which is usually 2 years from its effective date. The term expires on the last Opening Deadline under the Performance Schedule.
b.	Renewal or extension of the term	4	You may renew the Multi-Unit Development Agreement for an additional six-month term to complete the Performance Schedule. You must give written notice of your intent to extend, before the initial Development Term ends, be in good standing under the Multi-Unit Development Agreement and

	Provision	Section in Multi-Unit Development Agreement	Summary
			any Franchise Agreement with us, and pay an Extension Fee of $5,000 when you give notice.
c.	Requirements for you (franchisee) to renew or extend	4	You must be in good standing. You will not be in "good standing, and not eligible to extend if: (i) you or any of your Affiliates are in default under any Franchise Agreement with us; (ii) any monetary obligations to us or our Affiliates are unsatisfied; (iii) if your Franchised Business performs in the bottom quartile of Net Sales for all Franchised Business; (iv) you have suffered more than one material default under any agreement with us or any Affiliate that occurred during the first year such agreement was in effect; or (v) you have suffered more than one cured or uncured material default under any franchise agreement or Multi-Unit Development Agreement with us during the initial Development Term.
d.	Termination by you (franchisee)	None	You may not terminate the Multi-Unit Development Agreement.
e.	Termination by us (franchisor) Without cause	17	We may terminate your Multi-Unit Development Agreement after written notice to you if we determine that either: (i) a law or regulation is enacted, promulgated, repealed, modified or amended; (ii) a judicial or administrative tribunal or administrative agency has issued, published or released a decision, ruling or opinion in a matter not involving the Parties directly or indirectly that we reasonably expect will affect applicable law or its interpretation; or (iii) an administrative agency, arbitrator or judge has issued an interim or final decision in a matter in which the Parties are involved directly or indirectly, which: (A) frustrates or adversely affects or could reasonably be expected to affect adversely the purposes of the Multi-Unit Development Agreement; (B) makes performance of the Multi-Unit Development Agreement commercially impracticable; (C) effectively modifies the allocation of risk, benefits and burdens agreed by the Parties; (D) deprives any Party of its benefits of the bargain struck by the Parties, as originally set forth in the Multi-Unit Development Agreement; or (E) determines that an employment or a joint employment relationship exists between us.
f.	Termination by us (franchisor) with cause	15	We may terminate your Multi-Unit Development Agreement if you default on the agreement.
g.	"Cause" defined - curable defaults	15.1	A curable default consists of the breach of any of your obligations under any agreement with us or our

	Provision	Section in Multi-Unit Development Agreement	Summary
			affiliates, other than an incurable default listed below. Requesting the appointment of a receiver or assigning your interest may also constitute a curable default. If you do not remedy a curable default within 30 days after notice, we may terminate your Multi-Unit Development Agreement.
h.	"Cause" defined – non-curable defaults	15.2	An incurable default will occur if: (1) You fail to: (i) timely sign a Franchise Agreement; (ii) pay any Initial Franchise Fee owed to us by any fee deadline; or (iii) open and operate the minimum number of Outlets required by any Opening Deadline; (2) You breach or otherwise fail to comply fully with any provision of the Multi-Unit Development Agreement or Applicable law; (3) You or any of your Owners become insolvent or make a general assignment for the benefit of your or their creditors, or fail to provide us on request financial statements showing that you have sufficient assets and cash flow to meet your obligations as they become due and payable; (4) You commence a case for relief or have an order for relief entered against you under the United States Bankruptcy Code; (5) We discover a material inaccuracy in any of your representations in this Agreement or in your application for this Agreement; or (6) Any Franchise Agreement is terminated as a result of your default.
i.	Your obligations on termination/non-renewal	17, 20	You must cease to select or develop any sites for a Franchised Business or hold yourself out as a Franchised Business developer. The termination of the Multi-Unit Development Agreement will terminate your right to develop Outlets.
j.	Assignment of contract by us	19	We may transfer, assign, or pledge our interest in the Multi-Unit Development Agreement, in whole or in part, to any person.
k.	"Transfer" by you- defined	19	Any transfer, assignment, or pledge of the Multi-Unit Development Agreement will constitute a transfer of the agreement.
l.	Our approval of transfer by you	19.2	You may not transfer any interest in your Multi-Unit Development Agreement without our express written consent.
m.	Conditions for our approval of transfer	19.2	You may not transfer any interest in your Multi-Unit Development Agreement without our express written consent.

	Provision	Section in Multi-Unit Development Agreement	Summary
n.	Our right of first refusal to acquire your business	Not applicable	Not applicable
o.	Our option to purchase your business	Not applicable	Not applicable
p.	Death or disability of you	19.4	If you are an individual, then in the event of your death, permanent disability or appointment of a guardian for you, your personal representative must transfer your interest to a third party acceptable to us within 180 days after your death, permanent disability, or appointment of a guardian or we may terminate the Agreement.
q.	Non-competition covenants during the term of the franchise	13	You may not develop or operate any competing business within the Development Area.
r.	Non-competition covenants after the franchise is terminated or expires	13	For a period of two years after the termination of the Multi-Unit Development Agreement, you may not develop any competing business at your accepted Location, within three miles of your accepted Location, or within three miles of any Franchised Business at the time of termination, either directly or indirectly through any financial or beneficial interest in any other person.
s.	Modification of the agreement	31	You and we must agree in writing to any modifications to the Multi-Unit Development Agreement.
t.	Integration/merger clause	22	Only the terms of the Development Agreement, Multi-Unit Development Agreement, or other related written agreements are binding (subject to applicable state law). Any representations or promises outside of this Disclosure Document and the Multi-Unit Development Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	None	
v.	Choice of forum	26	Any legal action must be brought where our headquarters is then located, which is currently Atlanta, Georgia. Your local law may supersede this provision. See Disclosure Document Addenda for Certain States at Exhibit G
w.	Choice of law	25	Georgia law will apply to the Multi-Unit Development Agreement and all rights and duties under the Multi-Unit Development Agreement. See Disclosure Document Addenda for Certain States at Exhibit G. (Subject to applicable law).

ITEM 18.

PUBLIC FIGURES

There are no public figures involved with us or this franchise.

ITEM 19.

FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Brett Larrabee, 308 Lowerline Street, New Orleans, LA 70118 (952) 353-0199, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20.

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary for Years 2023-2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchisee	2023	0	0	0
	2024	0	0	0
	2025	0	2	2
Affiliate-Owned	2023	0	0	0
	2024	0	1	1
	2025	1	1	0
Total	2023	0	0	0
	2024	0	1	1
	2025	1	3	2

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(other than The Franchisor)
For Years 2023-2025

Column 1 State	Column 2 Year	Column 3 Number of Transfers
TOTAL	2023	0
	2024	0
	2025	0

Table No. 3
Status of Franchise Outlets
For Years 2023-2025

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations -Other Reasons	Col. 9 Outlets at End of the Year
WA	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
TOTAL	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2

Table No. 4
Status of Affiliate-Owned Outlets
For Years 2023-2025

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of the Year
Georgia	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
	2025	0	0	0	0	0	0
TOTAL	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
	2025	0	0	0	0	0	0

Table No. 5
Projected Openings for Year Ending on December 31, 2026

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlet in the Next Fiscal Year	Column 4 Projected New Affiliate-Owned Outlet in the Next Fiscal Year
California	0	1	0
Georgia	0	0	1
Illinois	0	1	0
Pennsylvania	0	1	0
New Jersey	0	1	0
New York	0	1	0
Washington	0	1	0
TOTAL	0	6	1

During the calendar year preceding the date of this Disclosure Document no franchise agreements were terminated, and we have not yet entered into any franchise agreements. No franchisee has failed to communicate with us during the 10 weeks prior to the date of this Disclosure Document.

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

Confidentiality Clauses

As a standard practice, when we enter into settlement agreements with a franchisee or former franchisee, we will require them to agree to maintain as confidential all information that the franchisee or former franchisee has about us.

We have not entered into any such agreements in the last three fiscal years. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experience with the System. You may wish to speak with current and former franchisees but be aware that not all of these franchisees will be able to communicate with you.

Franchisor Sponsored and Independent Trademark Specific Franchisee Organizations

We have not created, sponsored, or endorsed any trademark-specific franchisee organization, and no independent franchisee organization is incorporated or otherwise organized under state law and asks us to be included in our Disclosure Document.

ITEM 21.

FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit H are our audited financial statements dated December 31, 2024 and December 31, 2025, and our unaudited balance sheet and year to date profit and loss statement dated April 30th, 2026. Our fiscal year end is December 31. We have not been in business for three years or more and cannot include all financial statements required in this Item.

ITEM 22.

CONTRACTS

The following agreements and other required exhibits are attached to this Disclosure Document in the pages immediately following:

A	Franchise Agreement and Exhibits including forms of Transaction Details; Automated Clearing House Payment Authorization; Guaranty and Restriction Agreement; Non-Traditional Outlet Addendum; Management Confidentiality and Non-Competition Agreement; Lease Rider; Receipt of System Manual and Confidentiality Agreement
B	Multi-Unit Development Agreement
C	Closing Acknowledgement
D	Collateral Assignment Of Telephone Numbers, Telephone Listings And Internet Addresses
E	General Release
F	Non-Disclosure and Non-Use Agreement
G	Addenda Required by Certain States
H	Financial Statements
I	State Administrators and Agents for Service of Process
J	Table of Contents of System Manual
K	Names and Addresses of Franchisees

Our forms of Closing Acknowledgment, General Release, and Non-Disclosure and Non-Use Agreement are included as Exhibits C, E, and F. The Closing Acknowledgment is used for all new franchisees. The General Release is used for all transfer and successor transactions. The Non-Disclosure and Non-Use Agreement is used if you would like to review any of our confidential materials before you sign a Franchise Agreement or Multi-Unit Development Agreement.

ITEM 23.

RECEIPT

Duplicate copies of the receipt appear after the exhibits as the last two pages of this Disclosure Document.

ATTACHMENT I

AFFILIATE-OWNED OUTLET LOCATIONS

Lviv Croissants
610 W Crossville Rd., Suite 200
Roswell, GA 30075

Exhibit A

Franchise Agreement

Lviv Croissants

FRANCHISE AGREEMENT

between

LC FRANCHISE GROUP LLC

and

Franchised Business Location:

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FRANCHISE AGREEMENT

This Franchise Agreement (this "Agreement") is made and entered into as of the Effective Date, by and between LC Franchise Group LLC, a Wyoming limited liability company ("we," "us" or "our"), as franchisor, and ________________________, a(n) ________________ ("you" or "your"), as franchisee. For good and valuable consideration, the receipt and sufficiency of which the parties mutually acknowledge, the parties mutually agree as follows:

1. Definitions. Words and phrases used in initially capitalized form in this Agreement have the meanings assigned in Section 54 of this Agreement unless the context indicates otherwise.

2. Grant of Franchise.

(a) Grant. Subject to the terms and conditions in this Agreement, we grant to you the right, license, and privilege to operate a Lviv Croissants brand (the "Brand") bakery restaurant (the "Franchised Business"), only at the Location, and the right, license, and privilege to use and employ the Franchised System, the Proprietary Marks, and the Intellectual Property at the Outlets specified herein during the Term. As a condition of this grant, you covenant with us that you will pay when due all fees, operating expenses, capital costs and other monetary obligations arising from your developing, designing, equipping, decorating, renovating, opening, operating, staffing, and closing the Outlet.

(b) Reservation of Rights. We and our affiliates reserve the rights to engage or authorize others to engage in any business activity at any location within or outside the Trade Area under the Proprietary Marks or otherwise except as expressly limited under this Agreement. There are no implied covenants or obligations regarding territorial rights arising from this Agreement or any other agreement or arrangement between you and us. You have no right to participate in or benefit from any such other business activity involving the Proprietary Marks in other distribution channels or markets. In addition, we reserve all rights of ownership, control, modification, revision, updating, and termination with regard to the Franchised System. Your only rights with regard to the Franchised System are limited to the license as we expressly grant to you under this Agreement during the Term, and the parties intend that no implied covenants or rights attach or arise under the license you accept in this Agreement.

(c) Designation of Owner-Operator. Unless you operate as a sole proprietorship, you will designate one Person from among the list of Owners with at least five percent (5%) of your outstanding equity on Attachment A who will be your "Owner-Operator." In such capacity, the Owner-Operator shall devote his or her full time and attention to the management, supervision, and operation of the Franchised Business. We may rely upon communications and decisions of the Owner-Operator as fully authorized by all necessary corporate action and legally binding on you. You may designate another Owner to serve as Owner-Operator by written notice to us as long as designee owns at least the required percentage of your equity as listed on Attachment A at the time of designation.

3. Protected Area.

(a) When you sign this Agreement, unless you have selected and we have accepted the precise location of the Franchised Business, we will designate an area defined by zip codes, a map or other means (the "Protected Area") described on Attachment A. When we accept the location within the Protected Area you propose, we will fix the Location and the boundaries of the "Protected Area" for the Franchised Business, if they are different from the original Protected Area, by unilaterally completing and sending you the notice appended to Attachment A. Your signature is not required for that notice to be effective and binding on you.

(b) We and our Affiliates will not operate a Franchised Business and will not license any other Person to operate a Franchised Business within the Protected Area, provided that this restriction shall not apply to a Nontraditional Venue Outlet. You acknowledge and agree that we and our Affiliates will have the right to operate, to franchise and license other Persons to operate a Restaurant at any location outside of the Protected Area, and to franchise, license or operate a Nontraditional Venue Restaurant inside or outside the Protected Area.

(c) You acknowledge and agree that our Affiliates and we will have the right to operate, to franchise, and to license other Persons to operate an Outlet at any location within or outside of the Trade Area. You further acknowledge and agree that you may face competition from other franchisees, outlets we own, other channels of distribution, or competitive brands that we control.

(d) We may, at our discretion, by written notice to you restrict your solicitation, acceptance, and fulfillment of orders for off-premises catering or delivery to your Protected Area, or to an area that does not encompass the protected area of another Outlet.

(e) You also acknowledge and agree that we will have the right: (i) to market and sell the same and similar services and products as those offered under the Franchised System under trademarks, service marks, and commercial symbols different from the Proprietary Marks through the same, similar or different distribution channels; (ii) to market and sell the same services and products as those offered as part of the Franchised System through dissimilar channels of distribution, including (without limitation) the Internet and retail outlets other than Outlets; and (iii) to advertise, market and sell those services and products on the Internet and otherwise. These rights include the offer and sale of food products under the Proprietary Marks in supermarkets, discount, warehouse, department and convenience stores, and other retail and wholesale channels, within and outside the Protected Area. We may restrict certain food and specialty items to these retail channels.

(f) We grant to you a right of first offer to submit a franchise application to develop and operate a Nontraditional Venue Outlet to be located at a venue in your Protected Area if the primary operator of food service at the venue does not have exclusive rights to the venue. To exercise this right, you must be in good standing under this Agreement and all other Franchise Agreements with us, have an average quality assurance score of at least 90% for the last three (3) inspections of all of your Franchised Businesses, and either initiate the inquiry or respond with an application within 30 days after we contact you about the prospect of a Nontraditional Venue Outlet in the venue. If you do not or you cannot exercise the right of first offer, then we may proceed with another party, or our Affiliates may proceed, to develop a Nontraditional Venue Outlet at the venue. If a third party submits an application for the host facility before we receive your franchise application, then your right will be suspended for that host facility unless the third-party applicant fails to sign a franchise agreement for a Nontraditional Venue Outlet within a reasonable time after submitting the application. Your right of first offer terminates if you fail to sign a franchise agreement for a Nontraditional Venue Outlet in the host facility within a reasonable time after submitting your franchise application. We determine the parameters of a reasonable time in each circumstance and may involve deadlines we set for signing an agreement with the host facility and delivering proof of financing to us.

4. Term. The "Term" consists of the Initial Term and the Succession Term described below:

(a) Initial Term. This Agreement shall be effective as of the Effective Date and shall continue for an "Initial Term" of ten (10) years from the Opening Date, unless terminated earlier under this Agreement.

(b) Succession Term. You may enter into a new Franchise Agreement that will succeed this Agreement to continue the affiliation of your business as a Franchised Business for one (1) additional "Succession Term" of ten (10) years, subject to satisfaction of the conditions for succession in this Section 4.

(c) Succession Notice. If you intend to enter into a succession agreement, you must give us written notice of your intent at least six (6) months and not more than twelve (12) months before the end of the Initial Term. Your "Successor Fee" of $5,000 must accompany the succession notice and is not refundable. We will notify you within thirty (30) days after we receive your succession notice if you are not eligible to continue affiliation. We may waive, in our sole discretion, any disqualifications for the Franchised Business or you to enter into a Succession Term. No such waiver will provide or confer any right or benefit on any Person except you. If you are not eligible for a successor agreement, at your request we will assist you to market and sell the Franchised Business to a buyer who is eligible to continue the Franchised Business's affiliation with us under a Franchise Agreement that has a full initial term and successor options. THERE ARE NO OTHER RENEWAL RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT.

(d) Succession Eligibility. You will be eligible to continue affiliation if at the time you must give notice of your intent to continue affiliation and at all times through the end of the Term then ending, (i) you and your Affiliates are not in default under the payment or performance obligations of this Agreement or any other franchise agreement or multi-unit operator agreement with us; (ii) you and your Affiliates have satisfied all monetary obligations then due and owing to us and our Affiliates, to suppliers of Proprietary Products and to the landlord of the Lease; (iii) the Franchised Business is not in the bottom quartile of Franchised Businesses for either (A) Net Sales for the preceding fiscal year, or (B) quality assurance inspection scores for the preceding fiscal year, (iv) you have not suffered more than one material default under any agreement with us or any Affiliate that occurred during the first year such agreement was in effect, and (v) you have not suffered more than one cured or uncured material default under any franchise agreement or multi-unit operator agreement with us during any twenty-four (24) month period.

(e) Additional Conditions. Our consent will be further conditioned on maintaining eligibility to renew through the end of each Term, and on your satisfaction of the following conditions: You and your Owners must, at the times we specify, (i) not be in default; (ii) have complied with this Agreement; (iii) execute a general release of claims; (iv) sign our then current form of the Franchise Agreement; (v) complete, at your expense, any retraining program we may require; (vi) perform the remodeling, repairs, and renovations described below that we may require; (vii) deliver documents form your landlord(s) providing your right to continue operating the lease; and (viii) pay the Successor Fee. At the end of every five years of operating the Franchised Business during the Initial Term and any Succession Term, we may require by written notice (an "Update Notice") to you given within ninety (90) days after each such fifth anniversary of the Opening Date that you (a) upgrade your Franchised Business to our current entry standards and design elements, (b) complete any retraining we require, (c) upgrade to our current kitchen equipment package, and (d) install our current point-of-sale system and other equipment. This work must be completed within one hundred twenty (120) days after we give you the Update Notice.

5. Fees & Security Interest.

(a) Initial Franchise Fee. You will pay us a non-refundable franchise fee when you sign this Agreement in the amount specified on Attachment A (the "Initial Franchise Fee").

(b) Royalty Fee. You will pay us a "Royalty Fee" equal to six percent (6.00%) of the Net Sales of the Franchised Business during the preceding week.

(c) Brand Fund Fee. You will pay us, when you pay your Royalty Fee, a Brand Fund Fee if, as and when required under this Agreement. You will pay the Brand Fund Fee to us in addition to the amounts you must spend under Sections 16 and 17 of this Agreement. The rate of the Brand Fund Fee will be up to one percent (1.00%) of Net Sales of the Franchised Business during the preceding week. As of the Effective Date, the Brand Fund Fee has not been activated. We may activate the Brand Fund Fee and set the formula for calculating the Brand Fund Fee at any time on 30 days' prior written notice to all franchisees.

(d) Initial Training Fees.

1. We provide an optional initial training program for up to ten (10) people in our Atlanta area training center (the "Optional Initial Training") at a fee of One Hundred Dollars ($100.00) per trainer per day and such fee shall be paid no later than seven (7) days prior to the commencement of the Optional Initial Training. We recommend that, at a minimum, your Owner-Operator, your general manager, and the Outlet's in-store trainer, attend any Optional Initial Training. You may bring additional persons to the Optional Initial Training, provided there is room in your scheduled training class. We may charge you tuition for each trainee that attends the Optional Initial Training session in our Atlanta area training center in addition to the first ten (10) people, and for replacement managers attending any later initial training session. We may change the tuition amount in the System Manual once annually. You must pay the compensation, benefits, travel, lodging and meal costs of each trainee, as well as the travel, lodging, and meal costs for each of our trainers in connection with the Optional Initial Training. All of the trainers involved in the Optional Initial Training are compensated and employed by one of our foreign affiliates. We may charge up to Two Hundred Dollars ($200.00) per day for additional trainees. We currently charge One Hundred Dollars ($100.00) per trainee per day.

2. We provide a mandatory training program, which is conducted at or near your Outlet (the "On-Site Initial Training"). This training is the core required training program and is not considered to be additional training. The On-Site Initial Training shall be provided for a period of up to twenty-five (25) calendar days, but not fewer than fifteen (15) calendar days. Our trainers take at least one (1) day off during each five (5) consecutive calendar-day period. . We may assign up to five (5) trainers, to provide the On-Site Initial Training and operational support. We determine the number of the required trainers based on the store staff experience, expected store volumes and operational needs of your Franchised Business. You shall pay us a per diem fee of One Hundred Dollars ($100.00) per trainer per calendar day, plus you will pay directly for all travel, lodging, and local transportation expenses incurred by our trainers to provide the On-Site Initial Training. Travel and transportation expenses include roundtrip airfare and ground transfers between each trainer's originating location and the airports accessible to the Franchised Business. All of our trainers involved in the On-Site Initial Training are and shall remain employed and shall be compensated by us if based in the United States, or by one of our foreign affiliates if based outside the United States. You shall arrange suitable lodging and local transportation for our trainers, subject to our prior approval of the training schedule, lodging, accommodations, transportation arrangements, and related logistical details. You shall pay the applicable per diem fees for the first fifteen (15) days of the On-Site Initial Training no later than fourteen (14) days prior to the commencement of the On-Site Initial Training. Per diem fees and any other training expenses for any remaining training days shall be paid when we invoice you prior to the completion of the training. Per diem is charged for every calendar day our trainers are on the business trip, including days off and partial or full travel days.

(e) Additional On-Site Training Fee (Post-Opening). The Additional On-Site Training Fee covers training and operational support provided at your request beyond the standard training and opening assistance that we provide. We set this Fee in the System Manual. We currently charge One Hundred Dollars ($100.00) per trainer per day plus the trainer's travel, lodging, and meal expenses for additional training and support. This payment is due when invoiced after the completion of the supplemental training. To keep pace with changes in the Consumer Price Index and our costs, we reserve the right to change this fee once annually in the System Manual, or to charge a reasonable amount for any optional additional training we make available after you open the Franchised Business. We may increase the charge per day up to $500.00 for this training. Beginning March 1, 2025, we may increase the $500.00 cap on this fee once annually to match increases in the Consumer Price Index, All Items, All Urban Consumers (CPI-U) from the prior calendar year.

(f) Technology Fee. We reserve the right to charge you a monthly Technology Fee, of up to $500.00, that is due with your first Royalty Fee payment each month. As of the Effective Date, we do not currently charge a Technology Fee, but we may institute this fee on at least 60 days' prior written notice to all franchisees. Beginning March 1, 2025, we may increase the $500.00 per month cap on this fee once annually to match increases in the Consumer Price Index, All Items, All Urban Consumers (CPI-U) from the prior calendar year.

(g) Gift Card Program Fee. You must pay the gift card supplier for the cost of all Gift Cards plus the third-party administrator fee, up to ten percent (10%) of the face amount of the Gift Card, for the Gift Cards. The administrative fee charged by the third-party administration is incurred by us and passed through to you. As of the effective date, the gift card program is not currently activated. We may activate the Gift Card Program at any time on thirty (30) days' prior written notice to all franchisees.

(h) Loyalty Program Fee. We reserve the right to charge you a monthly Loyalty Program Fee with your first weekly Royalty Fee payment each month. The cost of the Loyalty Program is up to two percent (2.00%) of Net Sales of the Franchised Business during the preceding week. The Program may require the Outlet to absorb the cost of redemptions by Program members or may require discounts up to one hundred percent (100%) of retail price in lieu of redemptions until the program fund can reimburse for redemptions. The Loyalty Program Fee and costs of redemption will be passed along to you. As of the effective date, the Loyalty Program has not been activated. We may activate the Loyalty Program at any time on thirty (30) days' prior written notice to all franchisees.

(i) Social Media and Local Advertising Fees. You must spend a minimum of Six Hundred Dollars ($600.00) per month on local advertising, media, content and distribution in your market, plus any additional monthly advertising spend. The additional spending currently ranges between One Hundred Dollars ($100.00) to Six Hundred Dollars ($600.00) per month. We may reset this amount in the System Manual once annually. You may spend more on additional voluntary digital marketing activities.

(j) Audit Inspection Fee. If you understate annual Net Sales by two percent (2.00%) or more but less than 5%, we will send you an invoice, which will require you to pay us an Audit Fee in the amount of Fifteen Hundred Dollars ($1,500.00) , plus simple interest at the rate of One and one-half percent (1.50%) per month (not to exceed 18% per year) or the highest allowed by law, which is ten percent (10.00%) per year in California, and reimburse us for the cost of conducting the audit including, without limitation travel, lodging, meals, wages, expenses and reasonable accounting and legal fees we incur. These fees are in addition to any late charges or interest that shall accrue on missed payments. If the understatement for any one year, is more than 5%, or the understatement for three consecutive years is more than 2%, then we may terminate the Franchise Agreement without any right of you to cure, except as required by applicable law, or we may give you notice that you will not be eligible to renew the franchise term for cause.

(k) Annual Conference Fee. If we hold a brand conference, you must pay us when we invoice you for at least one conference registration whether or not you or your representative attends the convention. We may charge up to One Thousand Dollars ($1,000.00) per annual conference for each person who registers to attend on your behalf. We reserve the right to impose and change this fee once annually in the System Manual.

(l) Payments. You must pay us Royalty Fees and Brand Fund Fees weekly based on the Net Sales of your Franchised Business during the preceding week. You must report weekly Net Sales to us each Tuesday and make the weekly payments by electronic funds transfer on Wednesday for Net Sales reported for the previous week, which ends on the close of business Sunday. All monthly payments are made with the first weekly payment each month and may be based on the Net Sales reported for the month just ended. If this Section 5 fails to specify when a fee is due, it shall be paid with the first weekly payment in the month after that the fee is incurred.

(m) Late Charge. Any late payments that you make pursuant to this Agreement will result in a late fee in the amount of $200 plus 1.5% interest on the amount outstanding per month, not to exceed the legal rate, which is currently 10% in California, from the date payment was due until paid in full.

(n) Gross-Up Fees. If we are taxed on your use of our intellectual property or other intangibles or on the fees payable under your Franchise Agreement, you must pay us the Gross Up amount to ensure that we receive our full fees, net of the taxes we are obligated to pay. The formula for a Gross Up is (amount due at standard rate) divided by (1-tax rate expressed in hundredths) = Gross Amount Needed to net at the standard rate.

(o) EFT Payment. You will pay all amounts due to us after your Franchised Business opens by electronic means under the Automated Clearing House Payment Authorization attached as Attachment B, or under any substitute form of authorization that we may require during the Term so that your fees will be paid by means of electronic funds transfer without the necessity of your transmitting a paper check to us.

(p) Bank Fees. If we are unable to collect your check or electronic funds transfer when due, we will invoice you for the fees and charges we pay our bank plus $25.00. The invoice is due on receipt.

(q) Relocation Fee. If you apply to relocate a Franchised Business after the Opening Date, then you will pay us a Relocation Fee equal to twenty-five percent (25.00%) of the then current Initial Franchise Fee when you apply to relocate. You will reimburse us for any costs we incur in excess of the Relocation Fee to analyze and support the relocation.

(r) Insurance Costs. If we incur premium payments, agency fees, application fees, damages, costs, or expenses to obtain required insurance on your behalf or to complete your post-termination obligations, you must reimburse us for such costs and or expenses of the insurance, plus an administration fee of twenty-five percent (25%) of the premium costs and application fees.

(s) Compliance and Enforcement Costs. If we must enforce this Agreement against you, you must reimburse us for the damages, costs, or expenses we incur to cause your compliance with this Agreement or to compensate us for costs we incur directly and indirectly as a result of your breach, including, but not limited to, attorneys' fees, court costs, collection costs, expert fees and costs, and discovery costs.

(t) Sanitation Inspection and Food Safety Audits; Non-Compliance Fines. You must pay for all sanitation inspections and food safety audits. The cost is $215.00 per inspection and $500.00 per re-inspection. We may increase these fees up to $500.00 per inspection and $1,000.00 per re-inspection if costs increase. If the Outlet fails an audit or inspection, we may levy a fine for non-compliance of up to $500.00 for each failed inspection, and you must pay us a reinspection fee of up to $500.00 for each reinspection. You must also reimburse us for the travel, lodging and meal costs of our inspectors performing a reinspection. The reinspection fee is currently $200.00. These amounts may be changed by us once annually in the System Manual, and the caps may be increased once annually to match increases in the Consumer Price Index beginning March 1, 2025.

(u) Successor Franchise Agreement Fee. If you deliver a Succession Notice to us to continue the Franchised Business under a Successor Franchise Agreement, then you must pay us a Successor Franchise Agreement Fee in the amount of Five Thousand Dollars ($5,000).

(v) Transfer Fee. Upon notifying us that you intend to sell or involuntarily transfer, donate, lease or convey a majority ownership of the Outlet or the equity of an entity franchisee, you must pay us a Transfer Fee in the amount of Five Thousand Dollars ($5,000).

(w) Security Agreement and Interest. As security for the payment of the foregoing amounts and performance of your obligations under this Agreement, you grant to us, our successors and assigns a security interest in this Agreement, all signs, signage, décor items, goods, supplies, equipment, and inventory containing any of the Proprietary Marks located at the Outlet. You grant us the authority and power to file a copy of the signature page of this Agreement as part of any financing statement necessary to perfect and maintain our security interest during the Term, in any and all appropriate offices and public records. We may notify your other creditors and lenders about the security interest and have no obligation to subordinate our interest to that of any other lender or secured creditor.

6. Franchised Business Development.

(a) Development Oversight. Except as specified in this Agreement and the System Manual, we are not obligated to provide any assistance in locating a site, negotiating the lease, conforming the premises to local codes and ordinances, obtaining permits, obtaining vendor accounts, constructing, remodeling or decorating, hiring and training employees (except for the training we provide described in training below), or providing for necessary equipment, signs, fixtures, opening inventory and supplies.

(b) Location Selection. We will provide you with advice and consultation in the selection of sites for the Location through the use of the forms, criteria, and materials that we make available to franchisees. Our designated broker typically proposes several potential Outlet sites from which you may select a proposed site and then you perform diligence such as analysis of market conditions and demographic data, site visitation, communication with the landlord, and furnish requested information. Your lease covenants must allow for our operations, design, architecture, touchpoints, and other Outlet standards to be implemented. The lease terms must also allow for on-premises mixing, preparation, and baking of our products in the Outlet. We will review the information you submit for each proposed site for the Location, conduct any investigation of the proposed site if we deem appropriate to evaluate the site, and approve or reject the site within thirty (30) days after your submission of all initial and supplemental information we request regarding a proposed site. If we approve the site, we will give you notice of any remaining conditions to that acceptance. If we reject the site, we will give you the reasons for the rejection. Effective upon our approval, you acknowledge that you have selected, and we have approved the Location, and that our approval of your selection does not guarantee or warrant that the Location will be successful or that it represents the best site for the Franchised Business from among those available to you. You acknowledge that we may have provided you with advice and consultation in the selection of sites for your Franchised Business through the use of the forms, criteria, and materials that we make available to franchisees. We may have delivered our written review and evaluation of any proposed sites you propose. You have had the opportunity to obtain independent advice on the site for your Franchised Business and are not relying on our review and evaluation.

(c) Lease/Purchase Agreement. You must own or lease the Location at all times during the Term and provide us with a copy of the fully executed deed or lease of the Location within five (5) days after signing and delivering the same before commencing development of the Franchised Business. The "Commitment Date" is the date of the fully executed lease or purchase agreement. We must approve the form and content of any Location lease or the purchase agreement and any modifications or amendments thereto before you sign the document. We will review the lease or purchase agreement and, if applicable, any modifications or amendments to the lease, and accept or reject your lease or purchase agreement for the Location within thirty (30) days after your submission of all initial and supplemental information we request regarding the proposed lease or purchase agreement. You must obtain as part of the lease documentation a signed Lease Rider with the landlord in substantially the form attached as Attachment E when you provide us with a copy of the signed Location lease (the "Lease"). You must deliver a fully executed Lease or purchase agreement for an approved Franchised Location within ninety (90) days after the Effective Date. You have the option to request a single thirty (30) day extension of this ninety (90) day period by written notice to us that you are exercising your extension option. The grant of any further extension of time to complete this phase of pre-opening is at our sole discretion, and we may condition granting the request on your providing us with proof of financing, an updated financial statement and other relevant performance criteria.

(d) Plans. We will provide you with a preliminary design, layout and visual renderings for your Outlet, then review your site plan, engineering, and final construction or renovation plans and specifications prepared by your architect for conformity to System Standards. You may use our approved architect and engineer or obtain our prior approval to engage your own licensed professionals. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like. Our review does not cover technical, architectural, or engineering factors, or compliance with federal, state, or local laws, regulations, or code requirements. You are responsible for designing and building the Franchised Business to meet applicable requirements of the Americans with Disabilities Act, state and local government laws, including without limitation, business licenses from localities where you do business, and related regulations governing the service of persons with disabilities in public accommodations. We will not be liable to your lenders, contractors, employees, customers, others or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Franchised Business before, during, or after renovation or construction.

(e) Construction of Franchised Business. You will complete the construction or remodeling of the Franchised Business within the time specified on Attachment A. You will construct or remodel the Franchised Business in strict conformity with the site layout, plans and specifications we approve. If we determine (before the Opening Date) that you have not constructed or remodeled the Franchised Business in strict conformity with the site layout, plans and specifications we approved, we may terminate this Agreement for cause, or obtain an injunction from a court of competent jurisdiction against the opening of the Franchised Business and to compel you to specifically perform your obligation to construct or remodel the Franchised Business in strict conformity with the approved site layout, plans and specifications, in addition to any other remedies available to us at law or in equity, without any obligation to furnish any bond or security. You will bear the expense of all engineering and architectural services incurred for your final construction plans and for obtaining approvals by the appropriate governmental authorities required under applicable law to construct, remodel, and occupy the Franchised Business.

(f) Furnishings, Fixtures, Equipment, and Other Personal Property. You will install in and about the Franchised Business equipment, fixtures, furnishings, and other personal property that strictly conform to System Standards, and specifications we specify in the System Manual or otherwise. You will not display any other sign or advertising at the Franchised Business without our consent other than as permitted under the System Manual.

(g) Technical Services. You must engage the architect and project manager we designate for developing the Franchised Business. If we do not designate an architect or project manager, you may engage any architect, construction manager, or contractor to assist you in developing the Franchised Business as long as the party you engage is duly licensed in the state of the Location. You shall secure for us and our agents the right to inspect the construction site and related materials stored off site at any reasonable time. You shall correct, upon our request and at your expense, any deviation from the approved site plans and specifications. You shall furnish to us a copy of the certificate of occupancy and a certificate from your architect that the Franchised Business was built in accordance with the approved final plans and specifications, and in compliance with all applicable building codes and in compliance with all applicable local, state and federal laws, ordinances and regulations, including but not limited to the Americans with Disabilities Act and related regulations.

(h) Hiring. If you hire a general manager, you must hire the general manager at least 2 months before the anticipated Opening Date, and you must hire all other employees must be hired at least 14 days before the anticipated Opening Date.

(i) Opening. The Franchised Business shall be opened to the public at the Location on the Opening Date only after you receive our authorization to do so, which you must request in writing on or after the date you receive the certificate of occupancy and at least seven (7) days in advance of the desired date for such opening. In addition to and not in lieu of your other advertising obligations, you will conduct local advertising and promotion for the Franchised Business's grand opening (the "Grand Opening Plan") described below. You will not open the Franchised Business without our prior written authorization. We will have the right to withhold that authorization until (i) you complete (to our satisfaction) the construction or remodeling of the Franchised Business and furnish copies of all governmental approvals required before opening under applicable law, (ii) you complete preparation of the Franchised Business for the commencement of operations per the System Manual, (iii) your management personnel and store personnel to be employed on the Opening Date complete the initial training program as required in this Agreement, (iv) you furnish copies of permits and licenses for Franchised Business operation, which include music licenses and certifications of the ServSafe Food Manager training program (or similar food safety training program we determine is acceptable in our sole discretion) for your manager and the ServSafe Food Handler training program (or its equivalent that is acceptable to us, in our sole discretion) for all employees handling food in your Outlets; (v) you deliver to us proof of insurance required under this Agreement, (vi) you have paid or reimbursed us for all amounts due for pre-opening expenses, (vii) you have the required inventory, equipment and supplies for the Franchised Business, and (viii) you are not otherwise in default under this Agreement or any other agreement with us. You will notify us when you open for business. We will confirm the Opening Date in writing for the purpose of fixing the expiration date of the Initial Term.

7. Our Obligations. During the Term, we will provide you with the following services:

(a) Training.

1. We will provide you (or if you are an entity, your Owner-Operator), your General Manager, and a trainer with both: (i) the option to attend the Optional Initial Training; and (ii) the mandatory On-Site Initial Training (collectively, the "Lviv Croissants Training"), covering the Franchised System and methods of operating a Franchised Business. Where space is available in a regularly-scheduled Lviv Croissants Training program, you may bring additional personnel to training. We may charge you tuition for each trainee that attends training in addition to the first ten (10) people. You are responsible for their personal travel costs and expenses incurred. The Optional Initial Training is conducted at one or more of our facilities in Atlanta, Georgia, or at another location designated by us. Additionally, this training is provided to you and your General Manager after the mandatory completion of pre-training modules as set forth in the Lviv Croissants Training manual. This training and information will include a standard chart of accounts for use in the daily and periodic accounting of the Franchised Business. We will provide orientation training for no additional tuition fee to your Owners who are not your Owner-Operator if this is their first Franchised Business franchise at the times and places and for the duration we may designate. The On-Site Initial Training is mandatory for the Owner-Operator and the proposed General Manager and is to be completed at a minimum of two (2) weeks prior to the Franchised Business Opening Date. Upon the final week of the Lviv Croissants Training program, our Training Director and/or Operations Director will conduct a thorough evaluation of the trainees as outlined in the Lviv Croissants Training manual. Each manager trainee must score ninety percent (90%) or better on the evaluation to be "certified." We may modify an Opening Date you propose based upon the projected date of successful completion of the Lviv Croissants Training program by the General Manager and/or the Owner-Operator.

2. We require that you must always have a certified manager in the Franchised Business and/or be in the process of having a manager certified by attending and passing the Lviv Croissants Training program. We will provide training at the times and places and for the duration we may designate for replacement managers. We may charge tuition that reflects our costs for training for replacement managers and for re-training of existing managers. You must pay the tuition for training in advance, and we will not refund the tuition if the replacement manager does not attend the training session.

3. We may charge you reasonable tuition and reimbursement of our expenses if we provide additional training at your request in your Franchised Business, or an Additional Training Fee plus expenses as described in Section 8(a). We currently do not charge for training material, but we may do so in the future. We may publish in the System Manual the fees and charges for additional training.

(b) System Manual. We will grant you access rights to our System Manual located on our secure website for franchisees or provide a printed confidential version at our discretion. The System Manual may accessible in a combination of printed and electronic parts. Access to our System Manual will be limited to authorized personnel that have signed the Confidentiality Agreement in Attachment D. You may not duplicate the manual and may not provide pass codes to unauthorized personnel. The System manual may include suggested but not mandatory forms of job descriptions, organizational charts, evaluation forms for hiring, an employee handbook and a form of non-disclosure agreement for employees.

(c) Products, Services and Suppliers.

1. Proprietary Products. We shall reveal, in the System Manual or other writings, the specifications, formulas, and product preparation instructions to you and provide you with the list of Proprietary Products that you must manufacture, purchase, use, offer for sale, sell, and promote and maintain in stock at Franchised Business in quantities needed to meet reasonably anticipated consumer demand, certain Proprietary Products, ingredients, equipment, furniture, signage, and other consumable and non-consumable merchandise constituting Proprietary Products. We may designate certain of these disclosures as Confidential Information. You shall have the obligation to purchase all Proprietary Products and ingredients for Proprietary Products solely from suppliers selected in our sole discretion of which we give you notice. We may, in our discretion, as frequently as we deem necessary, change the identity, specifications, formulas, product preparation instructions, inventory requirements, and designations, and add new products and delete existing products, from the items that we designate as Proprietary Products. You shall conform to all changes immediately upon written notice from us unless our written notice specifies a later implementation date.

2. Non-Proprietary Products: Alternative Suppliers. We will designate all Non-Proprietary Products which you may, or must, use, offer, sell or promote in operating the Franchised Business from suppliers selected in our reasonable discretion of which we give you notice, so long as such products meet our quality and other specifications.

To the extent any Non-Proprietary Products constitute inventory sold to the public, or ingredients or raw materials used to prepare food or beverage items sold to the public, you shall maintain sufficient quantities of the Non-Proprietary Products in stock at the Franchised Business to meet reasonably anticipated consumer demand.

You have the right to purchase Non-Proprietary Products from suppliers you select in your reasonable discretion of which you give us notice. All changes in the specifications for Non-Proprietary Products shall be communicated to you by supplements to the System Manual or otherwise in writing. You shall not place a new order for any Non-Proprietary Products with a supplier after receiving written notice of changes in the Non-Proprietary Products' specifications or that our approval of the supplier has been withdrawn or revoked.

3. Supplier Lists & Changes. We will publish a list of approved suppliers and their respective Proprietary Products and Non-Proprietary Products in the System Manual and/or in other written or electronic communications to you. As new suppliers, products, and services become available, we will amend that list. We may also publish in the System Manual the procedures and fees for obtaining approval of any supplier you wish to nominate to become an approved supplier. We may deny approval of any nominee in our sole discretion.

4. Supply Benefits. An Affiliate or we may be the sole approved suppliers for Proprietary Products, or for goods and services we deem to be integral parts of the Franchised System that must be supplied on a consistent, uniform basis to all franchisees. Our Affiliates or we may earn a profit from providing purchasing and procurement services, including receipt of fees from third party suppliers, and from collateral logo merchandise. We may charge participating franchisees a purchasing program fee to cover the costs of administering a purchasing program or buyers' cooperative for non-proprietary ingredients. The fee will be activated on at least 90 days' notice and be payable as and when the Royalty Fee is payable.

(d) Opening Assistance. Once we approve the Franchised Business for opening, we will provide the On-Site Initial Training and opening support for a period of up to twenty-five (25) consecutive calendar days locally including product production and on-site sales support. Our trainers and managers provide training only and do not perform services for your Outlet. Our trainers usually arrive two weeks before your scheduled opening and stay for one week after opening. We may reduce the period of such On-Site Initial Training to five (5) business days after the opening of your first and second Franchised Businesses developed under a Multi-Unit Development Agreement. There is no additional fee paid to us for this initial on-site support and training, but you must reimburse us for our trainers' per diems of $100 per calendar day per trainer/manager (including days off and traveling days to and from your Outlet). We will assign up to five (5) trainers and managers to provide the On-Site Initial Training at your Outlet. You must pay the per diems at least fourteen (14) days before your training begins. Per diem fees for any remaining training days shall be paid when we invoice you prior to the completion of the training. You will pay for our trainers' / managers' travel, accommodation, and local transportation directly to service providers or you will reimburse us for such incurred expenses. You must have your Outlet staff hired and ready for training according to our checklist when training begins. Subject to availability, we will provide the trainers services for additional days to continue to assist you with the opening of the Franchised Business at a per diem charge per trainer that we establish, which will be no more than the Additional Training Fee described in Section 8(a) then in effect.

(e) Marketing Assistance. We will provide you with the merchandising, marketing and advertising templates, and other research data and advice that we develop from time to time and deem helpful in the operation of a Franchised Business using the Franchised System. We may establish minimum and maximum prices for products and services, engage in limited time offers affecting the price or quantity of products offered at the Franchised Business, and establish unilateral policies on minimum and maximum advertised prices of Franchised Business products and services.

(f) Evaluation Program. We will conduct periodic field evaluations, secret shopping visits, food safety, health and sanitation inspections and quality assurance inspections and reviews of the Franchised Business to test and promote its compliance with System Standards and quality control. We may engage third parties to perform these evaluations, visits, inspections and reviews. We may implement customer evaluation and feedback programs. Our evaluation and inspection systems will be described in the System Manual. Each evaluation and health inspection may identify non-compliance that must be remedied to avoid default and termination under the Franchise Agreement. We may publish the results of these inspections, visits, reviews and evaluations.

(g) Advice & Communications. We will provide you with periodic individual or group advice, consultation and assistance by personal visit, by telephone, electronic communication, or by newsletters or bulletins that we may make available to our franchisees from time to time. We will provide you with any other materials in any medium that we may develop to communicate new developments, techniques, and improvements in the Franchised System and our plans, policies, research, developments and activities to franchisees.

(h) PEO. We will provide you with access to a professional employer organization ("PEO") to manage your human resources and payroll functions for your Outlet. We recommend engaging this PEO during the Term. You may, with prior written notice to us, use a different PEO or employ your employees directly without a PEO. We may discontinue access to a PEO on written notice to you if we believe that the benefits of using a PEO are outweighed by the costs and risks associated with this practice, or applicable law changes to the disadvantage of the PEO's customers. e

(i) Other Assistance. We will provide you with the other resources and assistance that we may develop and make generally available to all of our other franchisees.

8. Your Obligations. During the Term, your obligations are as follows:

(a) Training.

1. The Lviv Croissants Training program may include on-line training, classroom sessions, actual work experience, and a train-the-trainer program. In addition, we may develop pre-training materials (print and electronic) that you and other attendees will be required to complete prior to attending.

2. You will not open or operate the Franchised Business without having at least one individual working full time at the Franchised Business who has completed our Lviv Croissants Training program. If a certified manager leaves your employment for any reason, you must hire a replacement manager within thirty (30) days who must attend the next Lviv Croissants Training program slot we make available. To train additional operators after your initial training, you must pay any tuition and additional fees for materials we charge for training of additional operators, at a daily rate of up to Two Hundred Dollars ($200.00) per Person. As of the Effective Date, we charge One Hundred Dollars ($100.00) per day for additional trainees attending initial training. As of the Effective Date, we charge an "Additional Training Fee" of up to Five Hundred Dollars ($500.00) per day per trainer plus travel, lodging and meals for trainers we provide at your request for additional training at your Franchised Business. We set and may change the amount of this Fee once annually in the System Manual. You are responsible to pay all compensation, benefits, travel expenses, living expenses, and any other personal expenses for your designees enrolled in the Lviv Croissants Training program. You must furnish proof of worker's compensation insurance coverage for such persons before their training begins. Your trainees will not be considered borrowed servants of ours or our Affiliates for any purpose, and they will at all times remain under your control and supervision. Any of your employees who attend our operators training must sign a Management Confidentiality and Non-Competition Agreement before such training starts in substantially the form attached as Attachment D.

(b) Operation of Franchised Business.

1. You will maintain and operate the Franchised Business under the Franchised System in strict conformity with System Standards and policies, all as amended. You will operate your Franchised Business through the Outlets specified in Attachment A. You will maintain the Location and the Outlet in clean, safe, and sanitary condition, consistent with sound health and sanitation practices. The Outlet must be maintained according to the cleanliness, tidiness and organization standards in the System Manual. You will use and comply with the System Standards for customer service and satisfaction, which may include money back guarantees and no-question refunds. You must operate the Outlet to maintain high-quality food and beverage offerings, excellent customer service and store performance.

2. You will use the Franchised Location of the Outlet exclusively for the purpose of operating an Outlet. You will not engage in any other business activity or offer any food, beverages, or services at the Franchised Location and the Outlet not a part of the Franchised System without first obtaining our written consent. We may withdraw such consent in our sole discretion. All food, beverages, Proprietary Products, Non-Proprietary Products, Sensitive Products, Generic Products, Specified Products, and other goods and services you offer and sell shall be of the highest quality and sold only in containers and with packaging and other materials approved by us. You shall not use or sell any ingredients, foods, or beverages that are outdated or unsafe for human use. You will offer and sell all food, beverages, ancillary products, and services we designate in the System Manual as mandatory, and you may sell products and

services we designate in the System Manual as optional at your discretion. You shall not sell any products, menu items or services not authorized in the System Manual. You must strictly adhere to the recipes, ingredient specifications, packaging instructions, preparation and production methods, and equipment usage specified in the System Manual. You must update the menu to add seasonal menu items or limited time offers for menu items within 15 business days after we notify you regarding the menu update and then cease serving the added menu items when we so direct. You set the retail prices, terms and conditions of sale subject to our established maximum and minimum prices where permitted by law, and any limited time mandatory offers we establish to market products and services. To the extent they differ from the prices you set for in-store retail goods and services (each, an "In-Store Price"), you must consult with us regarding the prices set for all goods and services distributed to customers by any delivery service you operate or operated by any third party (each, a "Delivery Price"). In no event may the current Delivery Price for a good or service sold by your Franchised Business exceed the current In-Store Price for such good or service by more than twenty percent (20%). You must notify us in advance and consult with us about any and all price discounts and promotional pricing you intend to offer, .

3. You understand and agree that the Franchised System may include, in our sole discretion, requirements concerning organization, graphics, use of brand names and other product descriptions, illustrations and other design and content features. We may implement changes in (among other things) for food, beverages, Proprietary Products, Non-Proprietary Products, Sensitive Products, Generic Products, Specified Products, and other goods and services at selected Franchised Businesses or within selected regions, all in our sole discretion. We may, from time to time, authorize any franchisee to test new product items, methods and product preparation instructions of manufacture, goods or other services and you agree to cooperate in any test marketing programs in compliance with our guidelines, without reimbursement or compensation of any kind beyond your retention of your related Net Sales, net of the Royalty Fee.

4. You shall ensure that all front of the Outlet and back of the Outlet store elements of décor, furniture, fixtures, and equipment are maintained in good working order, condition and first-class appearance. You shall take prompt action to repair, maintain and replace these elements as and when necessary or advisable to sustain their appearance, functionality and efficiency.

5. You shall, at your sole expense, conform to all changes implemented by us to Franchised System immediately upon written notice from us unless our written notice specifies a later implementation date. You shall not offer for sale or sell any other kind of foods, beverages, merchandise, services, or otherwise deviate from our current System Standards or specifications for services, products, or merchandise, except with our prior written consent.

6. You shall conform to our prescribed inventory control procedures, including, without limitation, using prescribed proprietary systems to document inventory sold, remaining inventory levels and other information pertinent to inventory and restocking. Such information shall be conveyed to us electronically and, upon request, in writing.

7. You shall operate the Franchised Business on all of the days and during the hours prescribed in the System Manual, unless you obtain our written approval of different days or hours, your Lease provides for different hours of operation. Before the Opening Date, you shall advise us about operating hours required or limited by the Lease. You shall prominently disclose the operating hours to the public in the manner required by the System Manual. You shall open the Franchised Business and be fully prepared to conduct business

during all posted operating hours. You will notify us if your Outlet is affected by any circumstance that causes its operation to be adversely affected for a period of three hours or more.

8. You will maintain and operate the Franchised Business in compliance with all applicable governmental laws, rules, regulations, and ordinances. Any conflict between System Standards and any applicable governmental requirement will be resolved in favor of the more stringent standard. You will obtain as and when needed all governmental permits, licenses, and consents required by law to construct, acquire, renovate, operate and maintain the Franchised Business and to offer all products and services you advertise or promote. You will pay when due or properly contest all federal, state and local payroll, withholding, unemployment, beverage, permit, license, property, ad valorem, and other taxes, assessments, fees, charges, penalties and interest, and will file when due all governmental returns, notices and other filings. You will comply with all applicable federal, state, and local laws, regulations, and orders applicable to you and/or the Franchised Business, including those combating terrorism such as the USA Patriot Act and Executive Order 13224.

(c) Approved Products, Services and Suppliers. You will follow the System Standards and specifications we establish for Proprietary Products, Non-Proprietary Products, and other goods, products, and services procured for and in the operation of the Franchised Business. We will have the right to require you to obtain any product or service used in the operation of the Franchised Business from Affiliates, suppliers we approve, or us. We will have the right to require you to participate in a national or regional approved purchasing cooperative for the area in which the Franchised Business operates. You acknowledge that this agreement allows Franchised System to maintain uniformity and consistency in Franchised Business products, services, technology, support, and management information systems. We may discontinue or terminate Franchised System requirement to use these vendors and allow such agreements to expire without succession or be terminated consistent with their respective terms, at our discretion.

(d) Domain Names and Web Pages. You will not register, acquire, or maintain control over any domain name or web page that describes or advertises the Franchised Business or otherwise contains uses or displays our Proprietary Marks or Intellectual Property, or links to our websites, without our prior consent.

(e) Franchised Business Condition. If the Franchised Business suffers physical damage, you will restore the Franchised Business to reflect the then-current image, design, and specifications of a Franchised Business. If a casualty substantially destroys the Franchised Business and your Lease terminates or you are permitted to terminate the Lease, you may elect to terminate this Agreement when you terminate the Lease in lieu of restoring the Franchised Business unless your financing obligates you to restore and operate the Franchised Business.

(f) Upgrades of Franchised Business. We may require you to upgrade your Franchised Business to conform to changes in our System Standards, which may include new signage, image, décor, equipment, technology and image standards for new Franchised Businesses. We will not require any such upgrade within 2 years before the expiration date of the Initial Term or the Succession Term. At the end of the Initial Term, you must also upgrade your Franchised Business to our current entry standards and design elements, complete any retraining we require, upgrade to our current equipment package, and install our current point-of-sale system and other equipment. At the end of every fifth year of the Initial Term and the Renewal Terms, you must upgrade your Franchised Business to our current entry standards and design elements, complete any retraining we require, upgrade to our current equipment package, and install our current point-of-sale system and other equipment. We may encourage you at any time to make a voluntary upgrade because of economic circumstances, competition, technological advances, brand imaging opportunities, or other compelling events or circumstances. Your voluntary agreement to perform an upgrade in those cases will not constitute a required upgrade under this paragraph.

(g) Your Employees. You must recruit, hire, train, schedule, equip, dress, discipline, manage, and supervise a competent, conscientious staff to meet our System Standards, compliant with such uniforms and/or dress code as we may prescribe in the System Manual, and take such steps as are necessary to ensure that your employees preserve good customer relations and the goodwill of the Franchised System. You and we are not joint employers of your employees and other personnel. We do not and will not share decisions about or co-determine any of your employees' essential terms and conditions of employment. More specifically, in no case do we have any authority to determine or set your employees': (1) wages, benefits, and other compensation; (2) hours of work and scheduling; (3) the assignment of duties to be performed; (4) the supervision of the performance of duties; (5) work rules and directions governing the manner, means, and methods of the performance of duties and the grounds for discipline; (6) the tenure of employment, including hiring and discharge; and/or (7) working conditions related to the safety and health of employees. You alone have sole authority to determine any or all of your employees' essential terms and conditions of employment.

(h) Life Safety. You must operate and maintain the Franchised Business to meet the health and life safety standards and ratings applicable to the operation. You must furnish to us, within five (5) days after receipt thereof, 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. The Franchised Business's failure of any health, sanitation, life safety inspection is a material breach of this Agreement and must be remedied within the time frame specified in the applicable regulations or code.

(i) Food Safety. You and we acknowledge that the observance of good food safety practices and procedures by all Franchised Businesses and avoidance of food borne illness contracted at any Outlet is critically important to the public image and goodwill of the Lviv Croissants System. You must follow sound food safety practices and comply with food safety and sanitation codes under applicable laws and regulations. You shall monitor food safety inspections of your Outlets performed by third party and governmental inspectors, and you shall furnish to us, immediately upon receipt, a copy of every third party or governmental inspection report of the Outlets. You shall address with us the immediate correction by you of any deficiencies related to food safety identified in such inspections. If you shall fail to correct such deficiencies in a timely manner, or if any incident of food borne illness is attributed by an independent food safety expert or government agency to a preventable food safety deficiency at the Outlet that you failed to identify or correct, then we shall terminate this Franchise Agreement.

(j) Material Contracts. You must timely comply with your payment and performance obligations under the Lease and any note, indebtedness, mortgage, deed of trust, security deed, equipment lease, supply agreement for Proprietary Products, and material Non-Proprietary Products, utility contract, service agreement and other material contracts ("Material Contracts") applicable to you or the Franchised Business and necessary to operate the Franchised Business in compliance with System Standards. You shall furnish to us, within ten (10) days after your receipt, a copy of all notices, letters, warnings, or any other communications from the counterparty of any Material Contract regarding any default under or termination of any Material Contract. You must furnish a copy of any amendment, modification, replacement, or supplement to the Lease.

(k) Compliance with Laws & Regulations. You must operate the Franchised Business in compliance with applicable laws and regulations. We will provide instructions on compliance with laws applicable to food and beverages in the System Manual. If you obtain competent advice that you must effectuate compliance in a manner that differs from our instructions, or local laws require that you deviate from the instructions, then you are free to do so and you will not be in violation of this Agreement.

(l) Meetings and Conferences. We may conduct meetings and annual conferences to promote and support franchisees, provide information on the brand and matters of mutual interest to Franchised Business franchisees and managers, and to provide mandatory and optional training to Owners, Owner-Operator, and General Managers. We may charge you a conference registration fee for one or more attendees in the amount specified herein, which is payable when invoiced and not refundable, even if you or your representative do not attend the convention. We may charge additional fees and tuition for additional attendees you are required or have the option to send to the event.

(m) Residency Requirements. For the duration of the Term, either you or your Owner-Operator must maintain their full-time residence within the Protected Area.

9. Technology, Communications And Internet.

(a) Computer Systems and Required Software. We have the right to specify in the System Manual or otherwise in writing that you acquire and use in the operation of the Franchised Business electronic data collection, storage, reporting, exchange and interchange capability, and services, including certain brands, types, makes and models of communications, hardware and software systems, peripherals, and equipment, including, without limitation: (i) back office accounting, inventory and management systems, (ii) storage, retrieval and transmission systems for data, audio, video and voice files, (iii) point of sale systems or such other types of cash registers as we may designate ("Cash Register Systems"), (iv) physical, video surveillance, electronic and other security systems and procedures, (v) archival back-up systems, (vi) internet access capability and connectivity, and (vii) customer-facing marketing, kitchen display system, self-service kiosks, digital menu-boards system, ingredient level inventory management, ordering, entertainment, audio, video, internet access points and service systems (together, the "Technology"). We have the right, but not the obligation, to develop or have developed for us, or to designate mobile applications, computer software programs and accounting system software that you must use as part of the Technology ("Required Software"). You shall install, learn, use and integrate all updates, supplements, modifications or enhancements to the Required Software when we so require. We may specify in the System Manual or otherwise the tangible media upon which you shall record data, the database file structure of the Technology and the requirements to ensure your compliance with legal and payment card industry security standards. You must enter all transactions at the Franchised Business on the Cash Register System as and when they occur. You shall implement and periodically make upgrades and other changes to the Technology as we request in writing (together, "Technology Upgrades") for all Franchised Businesses. We may be the sole supplier of proprietary Technology or Technology Upgrades that we develop or acquire for use at all Franchised Businesses.

(b) Data. We may specify in the System Manual or otherwise in writing the information that you shall collect and maintain on the Technology. You will maintain your Cash Register System, management systems and other file storage components of the Technology on-line so that we may access them remotely at our discretion, copy stored data files, update software, and view all records, files and reports available on or from those systems. In addition, you must provide full administrative access to your Cash Register Systems throughout the entire Term. Such access shall include rights and access to full administrative and operational control of the Cash Register Systems in order to ensure optimum operational performance, implementation of marketing initiatives, and consistency across the franchise system. During the the Term , you may not remove us from such access to our system account with your Cash Register Systems, or modify such access to any setting less than full administrative control, at any time. You must provide access to, and we may access and monitor, your video surveillance systems before, during and after Outlet operating hours in real time to allow us to monitor the Outlet's performance, cleanliness, quality of goods and services, customer service and satisfaction. Additionally, We require you to send, to our designated representative, daily reports containing time-stamped photographs of specific areas of your Franchised Business as designated by us to evidence cleanliness, sanitation, organization and other service standards. You shall not purge data unless so permitted under the System Manual. You shall provide to us such reports as we may reasonably request from the data so collected and maintained. All data you provide to us, transfer to us from your Technology and download from us to your Technology will be owned exclusively by us or the data source we identify. We will have the right to use such data in any manner that we deem appropriate without compensation to you. All other data you capture, create or collect in the operation of the Franchised Business or from your affiliation with us (including, without limitation, consumer and transaction data), is and will be owned exclusively by us during the Term of, and following termination or expiration of, this Agreement. You must provide to us in the format we require copies or original files of such data at our request. We license the use of such data back to you, at no additional cost, solely for the Term and solely for your lawful use in the business franchised under this Agreement or in any other business that you own. You may not lease, sell, or rent such data to others.

(c) Customer Facing Technology. We may mandate that you offer free wireless internet access or other accepted means of communication for customers of the Franchised Business. We may also mandate customer-facing technology to accept and process orders, payments, entertainment options and other means of providing service and an attractive environment to customers.

(d) Privacy & Security. You shall abide by all applicable laws and payment card industry standards pertaining to the privacy and security of consumer, employee and transactional information ("Privacy Laws"). You shall comply with our System Standards and policies pertaining to Privacy Laws. If there is a conflict between our System Standards and policies pertaining to Privacy Laws and applicable law, you shall: (a) comply with the requirements of applicable law; (b) immediately give us written notice of said conflict; and (c) promptly and fully cooperate with us and our counsel to determine the most effective way, if any, to meet our System Standards and policies pertaining to Privacy Laws within the bounds of applicable law. You shall not publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent. You shall encrypt personally identifiable information about customers and employees as required by Privacy Laws or the System Manual and follow all notification requirements, with a copy of all of your outbound notices to us, if any data breach, hack or unauthorized access event occurs.

(e) Extranet. We may, but are not required to, establish a dedicated Website with secure access for communication with and among franchisees and to offer information content relevant to operation of the Franchised Business (the "Extranet"). If we establish an Extranet, then you shall comply with our requirements set forth in the System Manual or otherwise in writing for connecting to the Extranet and utilizing the Extranet in the operation of the Franchised Business. The Extranet may include, without limitation, and if so, will satisfy our obligations under this Agreement to provide to you, the Operation Manual, training and other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct). You shall pay any fee imposed from time to time by us, or a third-party service provider, in connection with hosting such Extranet, as set forth in the System Manual.

(f) Websites. Unless we otherwise approve in writing, you shall not establish a separate Website (the term "Website" is defined to mean a group of related documents that can be accessed through a common internet address), but shall only have one or more references or webpage(s), as we designate and approve in advance, within our Website. However, you may request to establish a separate Website and shall submit to us with your request, for our prior written approval, a sample of the proposed Website domain name, format, visible content (including, without limitation, proposed screen shots) and non-visible content (including, without limitation, meta tags) in the form and manner we may reasonably require. You may activate the Website only if we so approve in advance in writing (which we are not obligated to approve and which approval we have the right to revoke at any time), in which case then the following conditions shall apply:

1. Any Website owned or maintained by or for your benefit shall be deemed "advertising" under this Agreement and will be subject to (among other things) our approval of content and appearance under Section 16.

2. You may not add inbound or outbound hyperlinks to or from, or modify the Website without our prior written approval as to such proposed hyperlinks or modification.

3. You shall comply with System Standards for Websites that we may prescribe in the System Manual or otherwise in writing.

4. You will establish such hyperlinks to our Website and others as we may request in writing.

5. You will not permit the entry, acceptance, or confirmation of delivery or orders on the Website that would violate Section 3.

(g) Online Use of Marks and E-mail Solicitations. You shall not use the Proprietary Marks or any abbreviation or other name associated with the Franchised System or us as part of any e-mail address, domain name, and/or other identification of you or your Owners in any electronic medium. You will not transmit or cause any other party to transmit on your behalf advertisements or solicitations by e-mail or other electronic media without first obtaining our written consent as to: (a) the content of such e-mail advertisements or solicitations and (b) your plan for transmitting such advertisements. You shall be solely responsible for compliance with any laws pertaining to sending e-mails including but not limited to the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003, as amended (known as the "CAN-SPAM Act of 2003"). Under no circumstances shall you send any e-mail to a Person or address outside the United States.

(h) Internet & Social Media Use. We reserve the right to establish, modify, and terminate policies and procedures about Internet marketing, publicity, social media, blogging, and other activity as part of System Standards included in the System Manual. You must obtain our prior approval of any contract or arrangement with any blogger, influencer or celebrity endorser for your social media presence, which we may deny or condition in our sole discretion. You shall not register, purchase, or obtain the right to control content that includes any Proprietary Mark offered under any domain name or Website except as authorized under our marketing program then in effect or with our consent. You may generate, post, modify and withdraw content for social media accounts at your discretion and without our specific consent so long as the content is consistent with our marketing program then in effect and the applicable System Standards. We will develop, and provide to you, a branded radio jingle that you must incorporate (or cause to be incorporated) in all audio and visual advertising materials pertaining to your Franchised Business. We reserve the right to establish policies and to control your access to social media for accounts related to the Franchised Business, including without limitation the right to hold administrative privileges and rights for password and access control and to post and remove all photographs on such accounts. We may deny, suspend, or revoke your access to such accounts if you are in default under this Agreement or you violate our System Standards regarding social media content and use. Under no circumstances shall you use social media accounts associated with the Franchised Business to defame or disparage us, any of our Affiliates, any other franchisee or their Affiliates, any supplier or any customer or patron of your Franchised Business or engage in any publication or activity that is unlawful or detrimental to the goodwill of the Proprietary Marks, Lviv Croissants brand or the Franchised System.

(i) Prohibitions. You are prohibited from using the Proprietary Marks, including "Lviv Croissants" to: (i) incur any obligation or indebtedness on behalf of yourself or us; and (ii) be all or part of your entity name or other legal name, or as part of any e-mail or other electronic media address, domain name, URL, social media identifier, user name or other identification of you or your Owners in any electronic medium, or as a metatag, paid search term, or in any search engine optimization program, except as we expressly authorize in writing, in the System Manual or in any policy we issue regarding Internet advertising, marketing, social media, email and other on-line activity. You are prohibited from engaging in any "gray market" transactions in which you buy from or sell to any Person outside the United States without our prior written consent. You are prohibited from engaging in any transaction in which you know, or reasonably should know, that the products sold by you or the Franchised Business are purchased for wholesale purposes or are intended for resale to consumers inside or outside the United States. You are prohibited from issuing or participating in any communication on behalf of the Brand in any media outlet or channel without our prior written consent. We reserve the right to communicate with all media outlets and channels on behalf of the Brand.

(j) No Outsourcing without Prior Written Approval. You shall not hire third party or outside vendors other than our Affiliates to perform any services or obligations related to the Technology, Required Software, or any other of your obligations under this Section, without our prior written approval. We may condition our consideration of any proposed outsourcing vendor(s) upon, among other things, such third party or outside vendor's entry into a confidentiality agreement with us and you in a form we provide.

(k) Changes to Technology. The parties acknowledge that technology used in the Franchised Business is dynamic and not subject to predictable patterns of development and change. To keep pace with technological needs and opportunities and to support the competitiveness of the Franchised System, you acknowledge that we shall have the right to establish, in writing, new, and revised System Standards for the implementation of technology as part of Franchised System. You shall abide by those new or revised System Standards as promulgated by us for implementation in all Franchised Businesses.

10. E-Mail Communication. You acknowledge that we are entitled to rely upon e-mail to communicate with you as part of the economic bargain underlying this Agreement. To facilitate the use of e-mail to exchange information between you and us, you will maintain e-mail capabilities as specified in the System Manual. You authorize the transmission of e-mail from and to us, vendors, and our Affiliates on matters pertaining to the business contemplated under this Agreement. You will provide us with the current e-mail address and shall immediately notify us of any change of e-mail address and any technical problems with the e-mail account of you and your Owners that would make communications delayed or impossible. If any such e-mail account becomes disabled for any reason, you shall immediately provide us with an alternative e-mail address. You will cause your officers, directors, members and employees (as a condition of their association or position with you) to give their consent (in an e-mail, electronically, or in a pen-and-paper writing, as we may reasonably require) to transmission of our e-mails to them, and such persons shall not opt-out, or otherwise ask to no longer receive e-mails from us during the time that such Person works for or is affiliated with you. You

acknowledge that if you opt-out, or otherwise ask to no longer receive e-mails from us during the Term you will be in material breach of this Agreement.

11. Covenants Not to Compete. During the Term, you may not engage, either directly or indirectly, through any financial or beneficial interest in any other Person, in any Competing Business, other than a Franchised Business licensed by us. For a period of two (2) years after the termination or expiration of this Agreement for any reason, you may not engage in any Competing Business at your Franchised Location, within three (3) miles of your Franchised Location, or within three (3) miles of any Franchised Business at the time of termination, either directly or indirectly, through any financial or beneficial interest in any other Person. We may reduce the duration and/or geographic scope of this provision by written notice to you for applicable law.

12. Confidential Information. You acknowledge you have no interest whatsoever in the Franchised System except the license in this Agreement. You acknowledge that the Franchised System constitutes our proprietary information including some Confidential Information and that the use or duplication of the Franchised System other than as permitted under this Agreement will constitute an unfair method of competition. You will not use the Franchised System in any business or any capacity for the benefit of any Person except as permitted under this Agreement or another written agreement with us. You will take all appropriate actions to preserve the confidentiality of all Confidential Information. Access to Confidential Information should be limited to persons who need the Confidential Information to perform their jobs and are subject to your general policy on maintaining confidentiality as a condition of employment or who have first signed a confidentiality agreement in the form attached to this Agreement, included in the System Manual or otherwise acceptable to us. You will not permit copying of Confidential Information (including, as to computer software, any translation, decompiling, decoding, modification, or other alteration of the source code of such software). You will use Confidential Information only for the Franchised Business and to perform under this Agreement. Upon termination (or earlier, as we may request), you shall return to us all originals and copies of the System Manual, policy statements and Confidential Information "fixed in any tangible medium of expression," within the meaning of the U.S. Copyright Act, as amended. Your obligations under this subsection commence when you sign this Agreement and continue for trade secrets (including computer software we license to you) as long as they remain secret and for other Confidential Information, for as long as we continue to use the information in confidence, even if edited or revised, plus three (3) years. We will respond promptly and in good faith to your inquiry about continued protection of any Confidential Information.

13. Franchised System Management.

(a) Ownership. We represent with respect to the Proprietary Marks that we, or one of our Affiliates, is the owner of all rights, title, and interests in and to the Proprietary Marks. Our Affiliates and we have taken and will take all steps reasonably necessary to preserve and protect the ownership and validity in and of the Proprietary Marks.

(b) Display of Marks. Your use and display of the Proprietary Marks will be subject to the following: (i) You shall use only the Proprietary Marks we designate, and use such Proprietary Marks only in the manner we authorize and permit; (ii) you shall use the Proprietary Marks only for the operation of the Franchised Business and only at the Location authorized under this Agreement, or in advertising for the Franchised Business; (iii) unless we otherwise authorize or require, you shall operate and advertise the Franchised Business only under the name "Lviv Croissants," without prefix or suffix; (iv) during the Term, you shall identify yourself (in a manner reasonably acceptable to us) as the owner of the Franchised Business when you make 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 as we may designate in writing; (v) your right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement and the System Manual, and any unauthorized use thereof shall constitute an infringement of the rights of the owner of the Proprietary Marks; and (vi) you shall execute any documents deemed necessary by us or our counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

(c) Infringements. You shall 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 we license to you. You acknowledge that we shall have the sole right to direct and control any civil, administrative, or other proceeding involving the Proprietary Marks, including any settlement. We shall 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 we undertake the defense or prosecution of any litigation relating to the Proprietary Marks, you shall execute any and all documents and do such acts and things as may, in the opinion of our counsel, be necessary to carry out such defense or prosecution, including, without limitation, becoming a nominal party to any legal action.

(d) Our Defense of You. If you use the Proprietary Marks in compliance with this Agreement, we will defend you at our expense against any third-party claim, suit, or demand involving the Proprietary Marks arising out of your proper use thereof. We will reimburse you for your out-of-pocket costs in doing what we request under this Section, excluding the compensation costs of your employees, and we will pay the costs of any judgment or settlement. If such litigation is the result of your use of the Proprietary Marks in a manner not in compliance with this Agreement, you shall reimburse us for the costs of such litigation, including, without limitation, our attorney's fees, and the cost of any judgment or settlement.

(e) Reservation of Property Rights. You expressly understand and acknowledge that: (i) our Affiliates and we are the owners of all rights, title and interests in and to the Proprietary Marks, and the goodwill associated with and symbolized by them; (ii) the Proprietary Marks are valid and serve to identify the Franchised System and those who are authorized to operate under the Franchised System; (iii) neither you nor any of your Owners shall directly or indirectly contest the validity or the ownership of the Proprietary Marks, nor shall you, directly or indirectly, seek to register the Proprietary Marks with any government agency, except with our express prior written consent; (iv) 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; (v) 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 under this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with your use of Franchised System or the Proprietary Marks; and (vi) the right and license of the Proprietary Marks granted to you is not exclusive, and we have and retain the rights, among others:

1. To use the Proprietary Marks ourselves to offer and sell products and services;

2. To grant other licenses for the Proprietary Marks, in addition to those licenses already granted to existing franchisees; and

3. To develop and establish, or to become affiliated with, other systems using the same or similar Proprietary Marks, or any other Proprietary Marks, and to grant licenses or franchises thereto without providing any rights therein to you.

(f) Substitute Marks. We reserve the right to substitute different Proprietary Marks for use in identifying the Franchised System and the Franchised Businesses operating thereunder if our currently owned Proprietary Marks no longer can be used, or if we determine that substitution of different Proprietary Marks will be beneficial to the Franchised System.

(g) Control of Franchised System. We will control and establish requirements for all aspects of Franchised System. We may, in our discretion, change, delete from or add to the Franchised System, including any of the Proprietary Marks or System Standards, in response to changing market conditions.

(h) Improvements. All present and future distinguishing characteristics, improvements and additions to or associated with the Franchised System by us, you or others, including, without limitation, all new and improved methods, product preparation instructions, and preparation instructions for food and beverage products, ingredients, new food and beverage products and the like, and all present and future service marks, trademarks, copyrights, patents, and service mark and trademark registrations used and to be used as part of the Franchised System, and the associated goodwill, shall be our property and will inure to our benefit. You acknowledge that System Standards include non-functional trade dress that is an integral part of Franchised System, and you covenant that you will not, directly or indirectly through an Affiliate, use the trade dress in any structure that is not the Franchised Business. You also acknowledge that such Intellectual Property includes any product preparation instructions, ideas, inventions, concepts, instructions, techniques of manufacture, preparation, display, service, or other know-how developed, marketed, or licensed as part of the Franchised System, whether created by us, an Affiliate, a predecessor, licensor or by you with our approval as outlined in Franchised System Manual. You grant to us a non-exclusive, perpetual, royalty-free worldwide license of all product preparation instructions, concepts, instructions, ideas, inventions, techniques of manufacture, preparation, display or service, or other know-how, advertising materials and trade secrets created by or for you for use in, by or for the Franchised Business, and you acknowledge that we and our Affiliates may incorporate, modify, supplement, sublicense or otherwise commercialize such information as part of the Franchised System or in any other manner. At our request and expense, we may require you to execute and deliver an assignment of the ownership rights to any such Intellectual Property or such other writing as we may request to transfer ownership to us, or pursue registration or other legal protection for such Intellectual Property.

(i) System Manual. During the Term, we will provide you with access to System Manual, in a format we choose (including, without limitation, paper, CD/DVD or online). We may from time to time revise the contents of the System Manual, and you will follow our instructions to make corresponding revisions to all of your copies of the System Manual and to comply with each change in any System Standard. If there is any dispute as to the contents of the System Manual, the master copy of the System Manual we maintain in our home office shall be controlling.

(j) Manual Controls. The System Manual shall at all times remain our sole property regardless of format and shall at all times be kept, and the access codes and procedures for electronic versions shall be kept, in a secure place on the Franchised Business premises. You shall at all times treat the System Manual, any other written material created for or approved for use in the operation of the

Franchised Business and the information contained therein as confidential and shall use all reasonable efforts to maintain such information as proprietary and confidential. Except for those portions of the System Manual that we designate in writing as appropriate for copying and use at the Franchised Business, you shall not at any time copy, duplicate, record or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized Person.

(k) System Updating and Enforcement. You and your Owners acknowledge that retailing of food and beverage products is a highly competitive, innovative market that requires retailers to build, maintain, and update stores to meet changing expectations of consumers. These updates may include changes in technology, merchandising, production methods, resource availability, governmental regulation of food and beverage products, consumer tastes and preferences for products, formulas, services and the customer experience that may require an additional investment, more operating costs, and other economic changes that could affect your business, profitability and method of operation, as described below. Routine maintenance and repairs to maintain the Franchised Business to our System Standards is not considered updating regardless of cost. You understand and agree that during the Term and thereafter during the term of each Franchise Agreement, we may modify the Franchised System and any of its components from time to time in its sole discretion as often, and in the manner, that we believe, in our sole discretion, is necessary to best promote the Lviv Croissants Brand, as a chain, to the public. We shall give you written notice of all changes either by supplements to the System Manual, in writing or electrically, or otherwise. You shall, at your own cost and expense, promptly adopt and use only those parts of the Franchised System specified by us and shall promptly discontinue the use of those parts of the Franchised System which we direct are to be discontinued. You shall not change, modify or alter the Franchised System in any way, except as we direct.

1. You recognize that changes and modifications that we may make to the Franchised System may necessitate that you make capital expenditures during the Term in amounts that we cannot forecast. Nothing in this Agreement limits the frequency or cost of future changes to the Franchised System that we may require. You understand and agree that we have no ability to identify with specificity the nature of these future general improvements or their expected cost and you accept the risk that future general improvements may be imposed that will require significant capital expenditures in an amount that is unknown on the Effective Date of this Agreement and that cannot be fully amortized over the period of time then remaining in the Term.

2. We may allow other franchises to deviate from the Franchised System or the terms and conditions of their agreements with us in individual cases in the exercise of our sole discretion. You understand and agree that you have no right to object to any variances that we may allow to ourselves, our Affiliates or other franchisees, and you have no claim or cause of action against us for not enforcing the standards of the System uniformly. You understand and agree that we have no obligation to waive, make any exceptions to, or permit you to deviate from, the uniform standards of the Franchised System. Any exception or deviation that we do allow for you must be stated in a writing executed by us in order to be enforceable against us. Any such exception or deviation will not be transferable or assignable.

14. Reports and Records. You must provide daily and other periodic reports that may include photographs, to us using our Required Software as and when we so require. On Tuesday of each week, you will deliver to us a statement of the Net Sales of the Franchised Business for the preceding week of the Reporting Period. You will follow the store metric monitoring and reaction instructions in the System Manual, which may include daily reporting and photographs submitted via a mobile or desktop application. You will follow customer feedback collection, monitoring and processing instructions in the System Manual as and when specified, and provide

responses to customers when appropriate, including acknowledgement of comments. Within 20 days after the end of each calendar quarter, you will deliver to us a complete profit and loss statement for the Franchised Business in a form prescribed by us (and any other statistical reports which we may require under the System Manual) for the previous quarter. You will also send us a copy of each monthly profit and loss statement, monthly current cash flows statement, and other information we specify in the System Manual within 10 days after the end of each month. You also will send us a copy of all sales tax returns filed for the Franchised Business as and when filed with each appropriate taxing authority. Within 90 days after the end of each fiscal year, you will deliver to us a complete profit and loss statement covering the operations of the Franchised Business for the preceding fiscal year and a balance sheet dated as of the close of that fiscal year. You will keep all records of the Franchised Business for at least seven years after the end of the fiscal year in which they are created in a manner and form satisfactory to us and will deliver any additional financial, operating and other information and reports which we may request on the forms and in the manner we prescribe in the System Manual. We will have the right to assemble and disseminate to third parties financial and other information regarding you and other franchisees to the extent required by law or to the extent necessary or appropriate to further the interests of the Franchised System as a whole. We will have the right to disclose your business name, address, and telephone number as they appear in our records in our franchise disclosure documents and to any Person making inquiry as to the ownership of the Franchised Business. We will not disclose specific financial information regarding you or the Franchised Business to any Person without (a) your consent or (b) compulsion of law.

15. Inspection, Testing, and Audit.

(a) Inspections. We will have the right to inspect your Franchised Business at any time during or immediately before or after regular business hours during the Term, with or without notice to you as part of our evaluation and quality assurance programs. If the Franchised Business does not pass inspection according to the evaluation and inspection criteria we publish in the System Manual, we will issue a report to you detailing all remedial steps you will need to take to pass the reinspection. You will be in default under this Agreement until you pass the reinspection. We will initiate a reinspection to be carried out within thirty (30) days after the initial inspection. You must pay the reinspection fee specified in the System Manual, plus reimburse for our inspector's travel, lodging and meal expenses for the reinspection. You will also permit our agents or us at any reasonable time, to remove samples of food and beverage products, supplies, or ingredients from your inventory, or from the Franchised Business, without payment for such items, in amounts reasonably necessary for testing by us or an independent laboratory to determine whether said samples meet our then current System 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 the supplier of the item has not previously been approved by us or if the sample fails to conform to our specifications.

(b) Audits. We also will have the right to audit your accounts, books of original entry, records and tax returns (including, without limitation, state and local sales tax reports and federal, state and local income tax returns) at all times during and after the Term. You will make copies of those items available for audit at our corporate offices at your cost. If the audit discloses that Net Sales actually exceeded the amount you reported, you immediately must pay us any additional fees required by Section 5 plus interest at the rate specified in Section 5. If the audit discloses that Net Sales actually exceeded the amount reported by an amount equal to 2% of the originally reported Net Sales or more, you also must reimburse us for our out-of-pocket costs and allocable administrative costs and overhead incurred for the audit and its enforcement.

16. Grand Opening Plan, Annual Marketing Plan & Local Marketing.

(a) We will provide you with our base line grand opening plan, including a budget template, at least sixty (60) days before the anticipated opening of the Franchised Business, including our market introduction materials, which are intended to facilitate the introduction of the brand to the market and support the opening of the Franchised Business through a concentrated, consistent marketing commitment from you during the immediate pre-opening and post opening periods (the "Grand Opening Plan"). You will develop and submit to us, at least thirty (30) days before the anticipated Opening Date, your Grand Opening Plan for our comment and acceptance or rejection. The Grand Opening Plan should provide for spending between One Thousand Five Hundred ($1,500) and Eight Thousand Dollars ($8,000) during this period on advertising, marketing, and promotion of the Franchised Business. If you are a first entrant into a major market, you will need to provide for a larger sum under the Grand Opening Plan. We will respond with comments and acceptance or rejection of the Market Introduction Plan within five (5) business days. Once accepted, you must proceed to execute and complete the Market Introduction Plan according to its timeline. We will require proof of your expenditures and execution of the Plan as accepted. We do not guarantee that the Market Introduction Plan will cause the Franchised Business to open successfully.

(b) We will provide you with a template for an "Annual Marketing Plan" when we provide the Market Introduction Plan and annually thereafter if there are any changes. The template for an annual marketing plan (the "Annual Marketing Plan") may be published in the System Manual. You must complete and submit the Annual Marketing Plan on or before November 15 each year for our review. We will comment on and accept or reject the Annual Marketing Plan within 15 business days after submission. Once accepted, you must execute and implement the Annual Marketing Plan, including its timeline, for the year beginning January 1, or the balance of the first year of Franchised Business operation.

(c) During each fiscal quarter, we require that you spend at least two percent (2.00%) of Net Sales for local marketing and promotional expenses of the Franchised Business consistent with the Annual Marketing Plan. Local marketing and promotional expenses include the cost of direct mail solicitations, public relations activities, community events and sponsorships, newspaper advertisements, telephone book listings and advertisements, and other distributed promotional materials. Local marketing and promotional expenses do not include amounts spent on sign rental, consumable paper products for use in the Franchised Business, or packaging for food or beverage products which may contain one or more of the Proprietary Marks. We may, but are not obligated to, provide you with standard print media advertising templates for local use. You will conduct all marketing and promotional activities that use the Proprietary Marks or refer to the Franchised Business in a dignified manner and in compliance with the System Standards and requirements we specify. We will develop, and provide to you, a branded radio jingle that you must incorporate (or cause to be incorporated) in all audio and visual advertising materials pertaining to your Franchised Business. For all other facets of your advertising communications, You will submit for our approval samples of all advertising and promotional materials that you wish to use at least thirty (30) days before making any financial commitment to use the materials. We will give you notice of any objections to the proposed materials within ten (10) days after their receipt. If you fail to discontinue the use of any unapproved materials within five (5) days after notice from us, we may enter the Franchised Business, remove any unapproved materials and hold the materials for proper disposition according to your instructions.

17. Advertising Cooperative. We may establish one or more advertising cooperatives from time to time and, further, may modify, terminate and reform any existing advertising cooperative at any time in our sole discretion. If the Franchised Business operates within a

Designated Marking Area ("DMA") for which an approved advertising cooperative exists, you will contribute to the advertising cooperative the amounts required by the cooperative up to two percent (2.00%) of the Net Sales of the Franchised Business during each Reporting Period. Any such payments made to any cooperative will count towards satisfaction of your minimum local advertising spending under Section 16. All Franchised Businesses that we or our Affiliates operate will participate in any advertising cooperative that we establish for the DMA in which they are located on the same basis as the Franchised Businesses in the DMA. We will administer the cooperative unless we designate another party to perform the administrative functions. The cooperative may have written governing documents that we must provide or approve, which will be available for all participants in the cooperative to review. Each cooperative will maintain accounting records and compile financial statements that will be available for review by all participants. We retain the power to require any cooperative to be formed, changed, dissolved, or merged with another cooperative.

18. Gift Cards. You shall participate in promotional programs we develop for the Franchised System in the manner we direct in the System Manual or otherwise in writing. Additionally, we may sell or otherwise issue gift cards or certificates (together, "Gift Cards") that have been prepared utilizing the standard form of Gift Card we provide or designate. You shall fully honor all Gift Cards that are in the form we provide or approve, regardless of whether a Gift Card was issued by us or another sponsor. You will sell, issue, and redeem Gift Cards in compliance with procedures and policies we specify in the System Manual or otherwise in writing, including those relating to procedures by which you shall request reimbursement for Gift Cards issued by other Franchised Businesses and for making timely payment to us or other franchisees of Gift Cards issued from your Franchised Business honored elsewhere, if such reimbursement and payments are part of the Gift Card program. Each franchisee retains the proceeds from the sale of Gift Cards and absorbs the costs of Gift Card redemption without reimbursement.

19. Brand Fund. We may establish a brand fund (the "Brand Fund). You must pay a Brand Fund Fee to us in an amount of up to one percent (1.00%) of the Net Sales of the Franchised Business during the preceding week. We will notify all franchisees that we have commenced charging a Brand Fund Fee when at least 50 Lviv Croissants Outlets are operating in the United States. We will account for all Brand Fund Fees we collect in a separate account. We also may deposit the marketing, promotional, and other payments we receive from suppliers into the Brand Fund. We will disburse the Brand Fund to pay for marketing, advertising, promotional, public relations, and other similar activities intended to benefit Franchised Businesses, and their administration. Those activities may include (without limitation) (a) market research, (b) marketing technology development and implementation, (c) customer service, loyalty and reward programs, (d) media purchases, (e) advertising production, (f) advertising and public relations agency fees and expenses, and (g) product research and development. We also may use the Brand Fund to pay or reimburse us for our administrative overhead incurred for activities supported by the Brand Fund. Any moneys in the Brand Fund not spent at the end of each fiscal year will remain in the Brand Fund, provided that amounts contributed to the Brand Fund may be used to pay taxes associated with unspent amounts on deposit in the Brand Fund. We will have the sole and exclusive discretion to direct all activities and programs funded by the Brand Fund. We generally will administer the Brand Fund for the benefit of all Franchised Businesses. You acknowledge that we have no obligation expend

Brand Fund amounts for your benefit equivalent or proportionate to your Brand Fund Fees, and we do not warrant or guarantee that you will receive or derive any benefit from Brand Fund activities. We will make all studies and reports produced by the Brand Fund available to you at no cost as Confidential Information. We will make copies of all materials produced by the Brand Fund for franchisee use available to you at your expense. We will not use the Brand Fund for advertising and promotion to promote franchise recruitment only, but we may include franchise recruitment language in public relations materials, general social media, the brand Website and consumer marketing materials and content. We may suspend, terminate, and reinstate the Brand Fund at any time. The Brand Fund will not terminate, however, until we have spent all moneys in the Brand Fund for the purposes set forth above.

20. Publicity and Promotional Materials. We will have the right to photograph the Franchised Business and to use the photographs in any of our publicity or advertising programs. You consent to such photography and use, and covenant to cooperate in securing the photographs and the consents of any individuals pictured. You will place franchise recruitment advertising and promotional materials for Lviv Croissants franchises in the Franchised Business if and when we so request. You must obtain our prior written approval before you communicate with media, journalists, bloggers or social media personalities and influencers about the Lviv Croissant brand. This requirement applies to all media outlets and channels. We may condition approval on the use and communication of only approved content and information. Breach of this prior approval condition is a material breach and may result in irreversible damage to the name, reputation and goodwill of the Brand, resulting in our right to terminate this Agreement under Section 29.

21. Insurance.

(a) Before opening the Franchised Business, you must obtain and thereafter maintain during the Term the following minimum amounts and policy forms of insurance from a responsible carrier or carriers authorized to write coverage in your state having an A.M. Best rating of at least A-VI and that we find acceptable. The type of coverage includes:

1. Commercial General Liability coverage ($1 million single limit per occurrence; $2 million general aggregate limit, for both general liability and products /completed operations liability) for personal injury and property damage, including premises, independent contractors, products and completed operations, contractual, personal and advertising liability, on an occurrence basis, with coverage on a 1986 or later ISO commercial general liability form policy;

2. "All Risk" property coverage including a property damage limit for the full cost of replacement of the Franchised Business and business interruption coverage for up to twelve months of projected earnings;

3. Business Automobile Liability covering liability arising out of any auto (including owned, hired and non-owned autos), with a minimum of $1 million combined single limit each accident;

4. Workers' Compensation or legally appropriate alternative covering all employees and contractors working at the Franchised Business for statutory limits and Employers

Liability with minimum limits of $500,000 bodily injury for each accident, $500,000 bodily injury by disease for each employee and $500,000 bodily injury disease aggregate;

5. A $3 million Umbrella Policy on an occurrence basis excess of covering excess of the underlying insurance described in (1), (3) and (4) above which is at least as broad as each and every underlying policy, provided that you may purchase more underlying coverage and less umbrella coverage under such policies as long as you maintain the total amount of the limits specified for each coverage area

6. Other insurance as may be required by the state or locality of the Franchised Business;

7. (Optional) Employment practices liability insurance with a limit of $500,000; and

8. Employee Dishonesty/Fidelity insurance with a limit of $100,000.

(b) Other Provisions. All of the liability insurance policies, other than Workers' Compensation, must name LC Franchise Group LLC and Fast Food Franchising Group USA, Inc., and their respective officers, directors, members, shareholders, partners and employees as additional insureds on a primary basis for operations of the Franchised Business. The form of additional insured endorsement will be ISO CG 2010 11 85 Form B or its equivalent. If the additional insured has other insurance applicable to a loss, it will be on an excess or contingent basis. The additional insured's insurance coverage will not be reduced by the existence of such other insurance. Your policies must constitute primary policies of insurance with regard to other insurance, must contain a waiver of subrogation provision in favor of us as it relates to the operation of the Franchised Business, and must provide for at least thirty (30) days' notice to us prior to cancellation, non-renewal, or amendment. Your policies may provide the minimum limits set forth above through a single policy or through the combination of primary and umbrella policies. We may modify the policy limits, policy requirements, and coverage types during the Term in the System Manual.

(c) Certificate of Insurance. Before you commence renovation or construction of the Franchised Business, you must furnish us with certificates of insurance evidencing that you have obtained the required insurance in the forms and amounts as specified above. You must deliver evidence of the continuation of the required insurance policies at least thirty (30) days prior to the expiration dates of each existing insurance policy. If you fail to acquire and maintain the required insurance coverage, we will have the right (but not the obligation), at your expense, to acquire and administer the required minimum insurance coverage on your behalf. We may end all of our duties with respect to the administration of any required insurance policies by giving you ten (10) days' notice.

(d) Remedial Insurance. If you, for any reason, shall fail to procure or maintain the insurance required by this Agreement and the System Manual, we shall have the right and authority (without any obligation to do so) immediately to procure such insurance and to charge the cost to you, together with a reasonable fee for acquiring each policy. You shall pay the same to us immediately upon notice.

22. Assignments & Transfers.

(a) Our Assignments. We may assign, delegate, or subcontract all or any part of our rights and duties under this Agreement, including by operation of law, without notice and without your consent. You are not the third-party beneficiary of any contract with a third party to provide services to you under this Agreement, but we are responsible for the performance of all of our obligations to you under this Agreement. We may dissolve, terminate, and wind up our business under applicable law but we will transfer the Franchised System and this Agreement to a party that will perform the franchisor's obligations and that will assume this Agreement in writing. We will have no obligations to you after you are notified that our transferee has assumed our obligations under this Agreement except those that arose before we assign this Agreement.

(b) Your Assignments. This Agreement is personal to you (and your Owners if you are an entity). We are relying on your experience, skill, and financial resources (and that of your Owners and the Guarantors, if any) to sign this Agreement with you. You may not directly or indirectly transfer, assign, grant a security interest in, or pledge any direct or indirect interest in this Agreement, the Franchised Business, the license to use Franchised System and Proprietary Marks, the Location, substantially all of the assets of the Franchised Business, or in you to any Person without our prior written consent, which we may withhold or condition in our sole discretion.

(c) Transfer Conditions. We condition our consent to a transfer or assignment on the type of transfer or assignment to occur:

1. For transfers resulting in a change in control, directly or indirectly through a change in control of a parent entity, or involving an equity interest of fifty percent (50.00%) or more in your entity (measured by governance or economic rights):

(i) You must (a) provide us with ninety (90) days' prior written notice, (b) comply with our right of first refusal, (c) submit the price of the transfer, and we must determine the price will not impact operation, (d) pay all amounts owed to our Affiliates and us, (e) not have been in default or not in default, and (f) provide us with a signed copy of the assignment contract.

(ii) You and your owners who are guarantors must (a) execute and deliver a general release of all claims against our Affiliates and us and (b) acknowledge in writing that each of you remain liable for pre-transfer obligations.

(iii) You or the transferee must pay the Transfer Fee.

(iv) Transferee must (a) meet all the requirements for a new franchisee, (b) be proficient in English to operate the Outlet and communicate with customers, employees and us, (c) agree to upgrade and remodel the Franchised Business to conform to our current entry standards, (d) execute and deliver our then current Franchise Agreement, if we so require; and (e) attend and successfully complete training along with the proposed general manager before the transfer and at transferee's expense.

(v) Landlord must consent to the transfer of the lease.

2. For non-control transfers or transfers involving an interest of twenty percent (20.00%) or more of the equity in your entity (measured by governance or economic rights):

(i) You must (a) provide us with ninety (90) days' prior written notice and (b) pay all sums owed to our Affiliates and us.

(ii) You and your owners who are guarantors must (a) execute and deliver a general release of all claims against us and our Affiliates and (b) acknowledge in writing that each you remain liable for pre-transfer obligations.

(iii) Transferee must (a) meet the qualifications of a new franchisee and (b) execute and deliver a joinder of the Guaranty and Restriction Agreement.

3. For Related Party Transfers:

(i) You must (a) provide us with ninety (90) days' prior written notice and (b) not be in default.

(ii) You and your owners who are guarantors must (a) execute and deliver a general release of all claims against us and our Affiliates and (b) acknowledge in writing that each of you remain liable for pre-transfer obligations.

(iii) Transferee must execute and deliver a joinder of the Guaranty and Restriction Agreement.

4. If you are an individual, then in the event of your death, permanent disability or appointment of a guardian for you, this Agreement will terminate one hundred eighty (180) days after your death, permanent disability or appointment of a guardian unless we give our consent within that one hundred eighty (180) day period to the assignment of this Agreement to a successor in compliance with this paragraph. You must transfer all rights to a buyer that complies with the transfer provisions in this Section 22, but no Transfer Fee will be due.

(d) Transfer to Preferred Transferee. The Transfer Fee will be waived if the transaction meets the following criteria for transfer to a "Preferred Transferee," which we define as any of the following: (i) any entity controlled by the transferor franchisee, (ii) an entity or wholly owned subsidiary of an entity that has been a System franchisee for at least five years prior to the transfer date and has had, during such five year period, no defaults that remained uncured after the expiration of the cure period and no events that would have allowed us to terminate without a right to cure under any Franchise Agreement with us, (iii) an entity that is owned and subject to Control by a Person who has owned or managed a Franchised Business for a period of at least five (5) years, or (iv) the transfer occurs as a result of the death or disability of an Owner and the steps required in Section 25 are observed. The transferee will be required to take and pay for Lviv Croissants Training at our then-current tuition charge for Additional Trainees.

23. Rights of First Refusal and Purchase Option.

(a) Prior to the sale or transfer of any interest that constitutes Control (the "Offered Interest") of the Franchised Business or of you, you must notify us of the proposed sale or transfer and deliver to us the name and address of the proposed purchaser or transferee, the proposed purchase price, and all other terms and conditions of the proposed sale or transfer of the Offered Interest. In addition, you must deliver to us one photocopy of all proposed purchase agreement, if any and all other agreements and instruments signed and to be signed in the transaction, and copies or electronic access to all diligence, offering and other materials furnished to the proposed purchaser as part of the selling process. Within thirty (30) days after we receive the foregoing notice and materials, we will have the right and option to send notice to you that we intend to acquire the Offered Interest on the same terms and conditions as contemplated by the third party. If we do not send notice of our intent to acquire the Offered Interest within the thirty (30) day period, you may proceed with the sale or transfer as disclosed to us, subject to our rights as set forth in Section 22 of this Agreement, as long as the terms and conditions of the sale or transfer stay identical to those as originally disclosed to us. If we do not exercise our right of first refusal, you have sixty (60) calendar days or as stipulated by law to complete the sale. Our failure to exercise our right of first refusal will not constitute a waiver of any other provision of this Agreement, or our right of first refusal as to any subsequent proposed sale or transfer. Any material change in the terms of the proposed sale or transfer prior to closing will constitute a new sale or transfer, subject to the same right of first refusal by us as for the initial sale or transfer. Any sale or transfer attempted without first giving us the right of first refusal specified in this Section 23 will render the attempted sale or transfer null and void. We may utilize the remedy of specific performance to enforce this right.

(b) Beginning thirty (30) days before and ending sixty (60) days after the termination or expiration of this Agreement, we have the right and option to purchase the Franchised Business tangible assets and assume the Lease for the Location. If you own your Franchised Location, we may also purchase it for its fair market value. We will give you notice of our intent to purchase the Franchised Business or the Franchised Location within this time frame, and in response you will provide us with current copies of the Lease for the Location, a complete schedule of the Franchised Business's tangible assets and their book value, a profit and loss statement for the twelve full months preceding the date of the notice and a copy of all federal and state sales and income tax returns and tax payment verification of the Franchised Business and your franchisee entity filed during or for that period, a list of employees and their current compensation, and a list of all vendors and suppliers for the Franchised Business. We will send you a written offer to purchase the assets at fair market value within ten (10) days after we receive all of this information, together with conveyancing documents. If you do not accept the offer within that time, you may make a counteroffer within ten (10) days after you receive our offer. If we do not accept the offer and we elect to proceed with the transaction, than the purchase price for the tangible assets will the greater of (i) the book value of the tangible assets shown on the schedule you send us, or (ii) three (3) times the earnings before interest, taxes, depreciation and amortization shown on the profit and loss statement you sent to us. We will hold back from the purchase price an amount equal to unpaid state sales taxes for the months you have not paid plus two months' average sales tax payments until you provide a state sales tax clearance letter from your state. We will close the transaction within ten (10) days after the purchase price has been determined or agreed, subject to your first obtaining consent of the landlord of the location to assignment of the Lease. If that consent has not been obtained within twenty (20) days after the price has been determined, then we may abandon the transaction at any time before the consent is obtained. We will cooperate to obtain such consent but will not agree to modification of the Location Lease or providing a personal guaranty as a condition to such consent.

24. Business Entity Franchisee. If you constitute a business entity, each of your Owners must execute the Guaranty and Restriction Agreement attached as Attachment C. Your certificate of incorporation, shareholders' agreement, partnership agreement, trust agreement, operating agreement, or other similar agreement (a "Core Agreement") must provide that your purpose will consist only in the development, ownership, operation, and maintenance of Franchised Businesses. The Core Agreement must prohibit the issuance of any additional equity ownership interests or the transfer, assignment or pledge of any issued equity ownership interests without our consent and must provide that each certificate or document issued to evidence any equity ownership interest will contain a legend disclosing the foregoing restriction. In giving our consent under Section 22 to any issuance or transfer of your equity interests, we may in our discretion impose one or more conditions, including (without limitation) the requirement that the individual beneficial owner of the equity ownership interest execute the form of Guaranty and Restriction Agreement attached as Attachment C or a supplement to the original such Agreement

acceptable to us in form and substance adding such Person as a "Guarantor." You must deliver to us all of the documents demonstrating compliance with this Section when we so request.

25. Death or Appointment of Guardian or Conservator of a Principal. Upon the death of an Owner, or the appointment of a permanent guardian or conservator to manage the Owner's affairs, the Owner's trustee, conservator, or other personal representative may hold the deceased's equity interest in the franchisee entity for up to one hundred eighty (180) days and may only transfer the deceased's interest from the estate, a testamentary trust or inter vivos trust to a third party we approve under the procedures set forth in this Agreement. The failure to make such a transfer within one hundred eighty (180) days will result in the termination of the Franchise Agreement. If the Owner was the Owner-Operator, then we may treat the personal representative, trustee, or conservator as the Owner-Operator until you appoint someone else. Any failure to commence administration of the decedent's estate within ninety (90) days after death or any distribution of the decedent's equity interest in the franchisee entity without our consent if such distribution operates as an assignment, is a material breach of this Agreement.

26. Temporary Disability of An Owner. If a physician, court, or administrative agency determines that an Owner-Operator or an Owner owning a controlling interest in you has become temporarily disabled and incompetent to manage his or her own affairs, we have the right to require that a different Owner-Operator be appointed until the Owner's permanent status is determined. We may require that the Owner's equity interest be transferred to a third party acceptable to us following the assignment conditions and procedures in this Agreement if the temporary disability does not resolve within one hundred eighty (180) days after the temporary disability is determined.

27. Securities Offerings. If you intend to engage in a public or private offering of your equity interests, then you must submit for our review your offering materials or prospectus before you file the document or commence its use. No offering by you or any Affiliate shall imply (by use of the Proprietary Marks or otherwise) that we are participating in an underwriting, issuance, or offering of your securities or those of Affiliates. Our review of any offering material shall be limited solely to the relationship between you and us (and any of our Affiliates, if applicable), an accurate description of our System, and the absence of any disclosure of Confidential Information about us or Franchised System. We may, at our option, require that the offering materials make a written statement we prescribe about the limitations stated in the preceding sentence. Your indemnification obligations in Section 35 include claims relating to your securities offering, disclosure materials and compliance with applicable laws and regulations. For each proposed offering, you shall pay us a non-refundable fee of Five Thousand Dollars ($5,000) when you request our participation. We reserve the right to change you such greater amount as is necessary to reimburse us for our reasonable costs and expenses (including legal and accounting fees) for reviewing the proposed offering materials. You must submit your offering materials for our review at least thirty (30) days in advance of the anticipated filing or release date. Any such offering shall be subject to our approval as to the structure and Control of the offeror (and you, if you are not the offeror) after the financing is completed.

28. Termination by You. If we breach this Agreement, you must give us written notice of non-performance and at least sixty (60) days to cure the breach. If the breach continues at the end of such sixty (60) day cure period, you may terminate this Agreement on written notice to us

delivered at any time before we cure the breach. You may not withhold the payment of any fees due under this Agreement during the pendency of cure period, and any payment by you of fees accruing after the expiration of the cure period will be deemed a waiver of our default by you.

29. Termination by Us for Incurable Defaults. We may terminate this Agreement effective immediately (or at the earliest time allowed under applicable law, or after a cure period which we may allow in our sole discretion) upon written notice to you for any of the following events:

(a) You have an uncured default;

(b) You, after curing default, commit another curable default within twelve (12) months);

(c) You copy or permit anyone else to copy any part of the System Manual;

(d) You close or abandon the Franchised Business for a period of (i) five (5) consecutive business days, (ii) eight (8) days in any twelve (12) month period, (iii) during the hours and days of required Franchised Business operation under the System Manual, except for any closure, remodeling or vacation we approve in advance, and except during the pendency of any force majeure event beyond your control;

(e) You or any of your Owners request the appointment of a receiver or have a receiver appointed for the Franchised Business, you or any of your or their assets;

(f) You or any of your Owners who is a Guarantor become insolvent or make a general assignment for the benefit of your or their creditors;

(g) You or any of your Owners commence a case for relief or have an order for relief entered for you or them under the United States Bankruptcy Code or any foreign equivalent, or file or have filed against you a case for reorganization that is not dismissed within 60 days after filing;

(h) Your or any of your Owners' assets, property, or interests in property are blocked under any law;

(i) You or any of your Owners suffer a conviction for, or plead guilty or *nolo contendere* to a crime involving moral turpitude or any other offense, or an incident occurs at or involving the Franchised Business or an off-premises service provided by the Franchised Business, reasonably likely, in our opinion, to have an adverse effect on the goodwill of the Proprietary Marks or name and reputation with the consuming public of Franchised Businesses;

(j) We discover a material inaccuracy in any of your representations in this Agreement or in any application you submitted to us to become a franchisee, or make materially false statements to us or any of our Affiliates;

(k) You underreport Net Sales for any calendar quarter or calendar year (i) by two percent or more at least three times in any thirty-six (36) month period, or (ii) by at least five percent for any Reporting Period or calendar year;

(l) You maintain false books or records or submit materially false reports to us or any of our Affiliates, including submission of false tax returns and forms or you have collected from customers for taxes and fail to turn over such amounts, unless you are properly contesting your obligation to pay or the amount of taxes due;

(m) You fail to obtain our advance written permission when required under this Agreement;

(n) You breach the same provision of this Agreement on two occasions within any twelve (12) month period, with our having given you the required notice of the first two breaches (whether or not timely cured by you);

(o) You violate any of Sections 8(b)8, 9(i), 11, 12, 22, 23, 25, 26, or 27, or commit a breach which, by its nature, you cannot cure or with regard to which you notify us that you do not intend to cure;

(p) A court, administrative tribunal, health department having jurisdiction over the Franchised Business, or an independent laboratory determines that a threat to public health or safety resulted from the operations of your Franchised Business;

(q) You operate the Franchised Business, or allow the Franchised Business to be used, in a manner that, in our sole discretion, in any way jeopardizes the safety or welfare of customers, the public or the Franchised Business staff, violates applicable law, or is damaging or potentially damaging to the goodwill, reputation and good name of the Proprietary Marks and the brand;

(r) You default under any indebtedness with an outstanding principal amount of at least Ten Thousand Dollars ($10,000.00), such indebtedness is accelerated and you do not repay, refinance or cause the reversal of the acceleration of the indebtedness to restore its original payment terms within thirty (30) days; or

(s) You fail to either (a) (i) gain our acceptance of your proposed Location, and (ii) sign a lease we approve as to form, or a purchase agreement for the accepted Location within ninety (90) days (or one hundred twenty (120) days if we grant your request for an extension option) after the Effective Date, or (b) open your completed Franchised Business with our authorization under Section 6(h) within one year after the Effective Date.

(t) You fail to meet the Development Deadline for an Outlet under your multi-unit franchise agreement.

30. Termination by Us for Curable Defaults. If you fail to cure your curable default within the time period provided, we may terminate this Agreement. A curable default consists of the

(a) non-payment of any amount owed to us;

(b) non-compliance with any laws or regulations that result in a threat to the public's health or safety;

(c) failure to provide us access to information in your computer system;

(d) failure to comply with a vendor's requirements for the marketing and sale of their products; or

(e) failure to comply with any other provision in the Franchise Agreement, other than an incurable default listed in Section 29.

A curable default may be considered an incurable default, as defined below, if you commit two curable defaults within twelve (12) months. You must cure the default within (w) ten (10) days for non-payment of any amount owed to us; (x) twenty-four (24) hours for non-compliance with any laws or regulations that result in a threat to the public's health or safety; (y) ten (10) days for your failure to provide us access to information in your computer system; (z) thirty (30) days for your failure to comply with a vendor's requirements for the marketing and sale of their products; and (e) thirty (30) days for a failure to comply with any other provision in the Franchise Agreement, other than an incurable default listed below. These cure or notice periods may be extended by applicable law in your state.

31. Termination by Us for Commercial Impracticability. The parties agree that the commercial purpose of this Agreement is for us to license Franchised System specified by us to you for use in operating the Franchised Business strictly in accordance with the System Manual, in exchange for payment of the fees and under the conditions set forth in this Agreement. This Agreement intends for you to control the terms and conditions of employment for the employees of the Franchised Business, and to supervise such employees as their employer, as set forth in Section 38, without constituting us as a joint employer of you or your employees. You acknowledge that we are not in the business of owning and operating any Franchised Business, and you have independently decided to enter into this Agreement to obtain the right to use Franchised System so as to enter into the trade and business contemplated by Franchised System. We may terminate this Agreement by written notice to your without penalty and without payment of any refunds or damages to you, and you will follow your post-termination obligations under Section 33 at your expense, if we determine in our sole discretion that either (i) a law or regulation is enacted, promulgated, repealed, modified or amended, (ii) a judicial or administrative tribunal or administrative agency has issued, published or released a decision, ruling or opinion in a matter not involving the parties directly or indirectly that we reasonably expect will affect applicable law or its interpretation, or (iii) an administrative agency, arbitrator or judge has issued an interim or final decision in a matter in which the parties are involved directly or indirectly, which (A) frustrates or adversely affects or could reasonably be expected to affect adversely the purposes of this Agreement, (B) makes performance of this Agreement commercially impracticable, (C) effectively modifies the allocation of risk, benefits and burdens agreed by the parties, (D) deprives any party of its benefits of the bargain struck by the parties, as originally set forth in this Agreement, or (E) determines that an employment or a joint employment relationship exists between us and you.

32. Certain Waivers.

(a) You and we waive the right to pursue and receive any exemplary and punitive damages against the other party in any dispute arising under this Agreement or relating to the franchise relationship, whether asserted as a related or independent tort, as a breach of contract, or as any other claim or cause of action based on constitutional, statutory or common law.

(b) THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION RELATED TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE FRANCHISOR, THE FRANCHISEE, ANY GUARANTOR, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

33. Obligations Upon Termination or Expiration.

(a) Upon the termination or expiration of this Agreement for any reason, all of your rights under this Agreement will terminate and you must (1) abide by all non-competition and confidentiality provisions contained in this Agreement; (2) pay us and our Affiliates, within five (5) business days, all amounts then due us and them; (3) not use or adopt the Franchised System or any of the Proprietary Marks or Intellectual Property; (4) remove from the Franchised Business all signs, emblems and displays using any Proprietary Marks or identifying it as associated with the Franchised System; (5) cease to use and return to us the System Manual and other proprietary materials delivered to you under this Agreement; (6) change the exterior and interior design and decor of the Franchised Business and make any and all changes in signs, buildings, and structures which we direct to distinguish the building from its former appearance as a Franchised Business; (7) cease to hold yourself out in any way as our franchisee or to do anything which would indicate any relationship between you and us, except pursuant to the terms of a separate agreement with us; (8) cancel or transfer to us all identifiers; (9) cease using and transfer to us all telephone listings, domain names, social media handles and pages, and web pages, if any, for the Franchised Business or which contain, use or display any of our Proprietary Marks or Intellectual Property; (10) pay all Liquidated Damages due to us or our Affiliates; (11) at our option, assign the Franchised Location's lease to us; (12) if we acquire a right in your Franchised Business, arrange with us for delivery of any inventory within fifteen days; and (13) sign an agreement for termination. You will complete all modifications within thirty (30) days after the termination or expiration of this Agreement. If you fail to complete such modifications or fail to transfer or return such property within thirty (30) days as contemplated above in this Section, or should you indicate at such time earlier than thirty (30) days that you do not intend or are unable to comply with this Section, you appoint us as your attorney-in-fact to perform such acts in your stead and for your account. You will reimburse us for all of our costs and expenses, including without limitation administrative overhead and employee salaries, that we may incur in acting as your attorney-in-fact to perform such acts.

(b) You acknowledge that the parties cannot determine the exact amount of damages resulting from termination prior to the expiration of a Term. If this Agreement terminates for any reason other than our material breach and our failure to cure the breach within a reasonable time after you give us written notice of the breach but not less than sixty (60) days, then in addition to any and all other remedies and causes of action available to us, you will pay us Liquidated Damages in addition to amounts due to us accruing under this Agreement prior to termination. You and we agree that Liquidated Damages as defined herein is a reasonable estimate of the actual damages which we will sustain as a result of the termination and is not a penalty. Payment of Liquidated Damages will constitute neither a waiver of your obligation to comply with the foregoing post-termination requirements nor a license to use the Franchised System.

34. Injunctive Relief. Any party has the right in a situation where there is an imminent threat of harm to the legal rights of a party and damages would not be adequate relief to seek a temporary restraining order and temporary or preliminary injunctive relief from a court of competent jurisdiction. You acknowledge that money damages may not be sufficient to compensate us for the irreparable harm caused by loss of certain rights, property, benefits and privileges reserved to us under this Agreement as a result of your breach of this Agreement, including without limitation your breach of Sections 5(h), 6(h), 8(c), 8(d), 8(h), 9, 11, 12, 13, 15, 22, 23, 27, 29, 30, and 33. If you breach or we reasonably anticipate that you may breach any of these provisions or any other provision of this Agreement, then you covenant, acknowledge and agree that we have the right to seek and obtain injunctive relief in any court of competent jurisdiction to enforce, observe and preserve the terms, conditions and procedures specified in this Agreement without posting any bond or security. If the court shall require bond or security,

you agree that the principal sum of One Thousand Dollars ($1,000) posted as a bond or security is sufficient. This covenant is independent, severable, and enforceable notwithstanding any other rights or remedies that any party may have.

35. Indemnification by Franchisee.

(a) You will, at all times, indemnify and hold harmless to the fullest extent permitted by law, us, our parent entity (member), our Affiliates, the respective shareholders, members, directors, officers, employees, agents, and representatives of each of them, and their respective successors and assigns, from all Losses and Expenses incurred in any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based upon any of the following:

1. Your infringement, alleged infringement or any other violation or alleged violation of any trademark, copyright, patent, or other proprietary right owned or controlled by third parties;

2. Your violation, breach or alleged violation or breach (i) of any contract, federal, state, or local law, regulation, ruling, standard or directive (ii) arising out of your business activities hereunder;

3. Libel, slander or any other form of personal injury by you or arising out of your business activities hereunder;

4. Your violation or breach of any warranty, representation, agreement or obligation in this Agreement, including without limitation your obligation to obtain and maintain insurance, and to perform your in-term and post-term obligations; or

5. Acts, errors or omissions of you or any of your agents, servants, employees, contractors, Owners, partners, Affiliates, or representatives.

(b) Notice of Claims. You will give us notice of any such action, suit, proceeding, claim, demand, inquiry or investigation. At your expense and risk, we may elect to assume (but under no circumstance is obligated to undertake), the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry or investigation. Such an undertaking by us shall, in no manner or form, diminish your obligations under this Section.

(c) Risk of Loss. All Losses and Expenses incurred under this Section shall be chargeable to and paid by you as your obligations of indemnity under this Section, regardless of any actions, activity, or defense undertaken by us or the subsequent success or failure of such actions, activity, or defense.

(d) No Assumption of Liability. The persons or parties indemnified do not assume any liability whatsoever for acts, errors, or omissions of those with whom Franchisee may contract, regardless of the purpose. Franchisee’s hold harmless and indemnity obligation shall include all Losses and Expenses that may arise out of any acts, errors, or omissions of these third parties.

(e) Remedial Action. In order to protect persons or property, or its reputation or goodwill, or the reputation or goodwill of others, we may, at any time and without notice, as we, in our Reasonable Business Judgment deem appropriate, order, consent or agree to settlements or take such other remedial or corrective action as it deems expedient with respect to any action, suit, proceeding, claim, demand, inquiry, or investigation if, in our sole judgment, there are reasonable grounds to believe that:

1. Any of the acts or circumstances enumerated in this Section have occurred; or

2. Any act, error, or omission of yours may result directly or indirectly in damage, injury, or harm to any Person or any property.

(f) Survival. This Section shall survive expiration or earlier termination of this Agreement without regard to the cause of termination.

36. Force Majeure. "Force Majeure" means, without limitation, any event caused by or resulting from conditions that are beyond the reasonable control of a party whose performance is affected and occurring without the party's fault or negligence. Events of Force Majeure shall include, without limitation, an act of God, labor strike or other industrial disturbance, materials shortage, failure of third party suppliers not under a party's control, transportation delay, war, insurrection, riot, epidemic, fire, hurricane, flood, earthquake or other natural disasters, and act of any government. If such an act of nature prevents a party from performing any obligation under this Agreement despite the party's exercise of reasonable diligence, the act of nature will toll the due date for the performance of that obligation for the duration of the act of nature and for a reasonable time thereafter. No force majeure shall excuse the timely payment of amounts due under this Agreement. Should the Franchised Business close for any reason relating to natural disaster, accident or other unforeseeable events, you will vigorously pursue reopening at the same or a new location in the Trade Area that we first approve. If you have not resumed operations within one hundred eighty (180) days after closing, we may terminate this Agreement without penalty to you so long as you have paid us a royalty on your business interruption insurance proceeds and have not breached the covenants in Section 11.

37. Relationship of Parties.

(a) Limitations. Neither this Agreement nor the performance of the obligations set forth in this Agreement will operate to make you our partner or agent. Neither party will have the authority to act or contract on behalf of the other. Neither party will have any responsibility for the obligations of the other party. The relationship created by this Agreement is that of an independent contractor, and no fiduciary relationship is created or intended. You must clearly indicate the independent ownership of your business in all public records and in all of your dealings with third parties.

(b) Franchisor's Reserved Rights. Whenever we reserved in this Agreement a right to take or withhold an action, or are deemed to have a right and/or discretion to take or withhold an action, or to grant or decline to grant you a right to take or omit an action, except as otherwise expressly and specifically provided in this Agreement, we may make our decision or exercise our rights, on the basis of the information readily available to us and our judgment of what is in our best interests and/or in the best interests of the our franchise network, at the time the decision is made, without regard to whether: (i) other reasonable alternative decisions or actions could have been made by us; (ii) our decision or action will promote our financial or other individual interest; (iii) our decision or the action we take applies differently to you and one or more other franchisees or our company-owned operations; or (iv) our decision or the exercise of our right or discretion is adverse to your interests. In the absence of an applicable statute, we will have no liability to you for any such decision or action. You and we intend that the exercise of our right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties acknowledge that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of this Agreement and that this Agreement grants us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your rights and obligations hereunder.

(c) Reasonable Business Judgment. You and we agree that we may use our Reasonable Business Judgment in the exercise of our rights, obligations and discretion under this Agreement except where otherwise indicated. "Reasonable Business Judgment" means that our determination shall prevail even in cases where other alternatives are also reasonable so long as we intend to benefit or its actions or omissions could benefit the Franchised System. Examples of benefits to the Franchised System would include, without limitation, protecting or enhancing the value of the Proprietary Marks, promoting economic efficiency or gain for the Franchised Businesses, increasing customer satisfaction, increasing brand identification, or minimizing possible customer brand or location confusion. We shall not be required to consider your particular economic or other circumstances when exercising our Reasonable Business Judgment. At no time are you or any third party (including, but not limited to other franchise owners or any trier of fact) entitled to substitute your or its judgment for a judgment, which has been made by or on behalf of us which meets the definition of Reasonable Business Judgment. You and we agree that the long-term goals of a franchise system, and the long-term interests of both us and all the franchisees, taken together, require that we have the latitude to exercise our Reasonable Business Judgment.

(d) Time. Time is of the essence of this Agreement.

38. Employment Decisions. You have and will continue to have sole responsibility for recruitment, selection, training, supervision, discipline and termination of your employees, all acts and omissions of your employees, and all employment related decisions involving compensation, benefits, hours of work, scheduling, record keeping, and all other terms and conditions of employment.

39. Holidays. If the due date for any payment of funds under this Agreement falls on a legal holiday, the due date for the payment will extend until the next business day.

40. Entire Agreement. This Agreement (including all attachments, exhibits, and schedules) constitutes the entire agreement of the parties with regard to the subject matter of this Agreement and replaces and supersedes all other prior written, electronic, and oral agreements and statements of the parties relating to the subject matter of this Agreement. Neither party is relying on any writing to enter into this Agreement other than as set forth in this Agreement and the Franchise Disclosure Document delivered to you. This Agreement shall supersede and be controlling in the event of any conflict between the Franchise Disclosure Document (including Items 1 through 22 and the Exhibits) you or your Owners received and this Agreement.

41. Disclaimer Limitation. Notwithstanding the foregoing, nothing in this Agreement or any other agreement with us shall disclaim or require you to waive reliance on any representation that we made in the most recent Franchise Disclosure Document (including its exhibits and amendments) that we delivered to you or your representative, subject to any agreed-upon changes to the contract terms and conditions described in that Franchise Disclosure Document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement).

42. Approvals and Waivers. You must request any prior approval or consent required under this Agreement from us by means of a timely written request. Any such approval or consent must be obtained in writing. 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 under this Agreement shall constitute a waiver by us to enforce any right, option, duty or power as against you, or shall apply as to subsequent breach or default by you. Subsequent acceptance by us of any payments due to us hereunder shall not be deemed to be a waiver by us of any preceding breach by you of this Agreement. The failure of a party to insist in any one or more instances on the performance of any term or condition of this Agreement will not operate as a waiver of any future performance of that term or condition.

43. Notice. Except as otherwise provided in this Agreement, when this Agreement requires notice, the sending party must deliver or address the notice to the other party by certified mail, telecopy, delivery service with receipted delivery, or by electronic mail with return receipt requested, and at the option of the sender, followed by transmittal of the original by first class United States Mail, to the following address or telecopy number:

Us: LC Franchise Group LLC
500 Thrasher St, Apt 2301
Norcross, GA 30071
Attention: Brett Larrabee and Oleh Kindzer
Email: info_us@lvivcroissants.com

You: ________________________
____
____
Email:__________________

All notices will be deemed delivered and received if transmitted to the proper address on the earlier of (a) the date that the other party receives or refuses delivery of the notice or (b) three business days after the party places the notice in the United States mail, first class postage prepaid. Each party may change the party's address by giving written notice to the other party.

44. Cumulative Rights. No right or remedy conferred upon or reserved to us or you by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy in this Agreement or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy. The parties retain all rights and remedies available at law or in equity.

45. Survival. The provisions of this Agreement which, by their terms, survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement for any reason.

46. Governing Law. This Agreement shall be governed by the laws of Georgia (without regard to any conflicts of law principles); provided, however, that the non-competition covenants shall be governed by the laws of the state in which the Franchised Business is located.

47. Venue. Except for any third-party dispute in which the parties may be involved subject to Section 35, the proper, sole, and exclusive venue and forum for any action arising out of or in any way related to this Agreement that may not be settled through arbitration shall in the

federal and state court districts in which we then have our principal place of business. As of the Effective Date, the proper venue is in the United States District Court for the Northern District of Georgia and Gwinnett County, Georgia. Each party to this Agreement hereby consents to any of those courts' exercise of personal jurisdiction over the party in that type of action and expressly waives all objections the party otherwise might have to that exercise of personal jurisdiction.

48. Legal Fees. If either party succeeds in any arbitration or legal action to enforce this Agreement, the losing party will reimburse the prevailing party for its outside and inside attorneys' fees and costs related to the action, in addition to any other relief obtained by the prevailing party.

49. Construction. The rule of construction requiring the resolution of any ambiguities in this Agreement against the drafting party will not apply to the construction of this Agreement.

50. Severability. If any provision of this Agreement (other than Section 5) is held to be invalid or ineffective with respect to any Person or circumstance, the holding will not affect the remainder of this Agreement or the application of this Agreement to any other Person or circumstance.

51. Counterparts. The parties may execute this Agreement in counterparts, each of which will constitute an original and all of which, when taken together, will constitute one and the same instrument.

52. Amendment. No amendment to this Agreement will become effective or binding on the parties, unless it is in writing and signed by all of the parties; provided, that we may modify or change the Franchised System or System Manual unilaterally at any time, effective thirty (30) days after notice of the change or modification is sent to you, unless health and safety concerns compel us to provide a shorter notice period.

53. Third Party Beneficiaries. Except for the benefits reserved for our parent, Fast Food Franchising Group USA, Inc., and our Affiliates, there are no third party beneficiaries for this Agreement.

54. Definitions. Unless the context of their use in this Agreement requires otherwise, the following words and phrases have the following meanings when used in initially-capitalized form in this Agreement.

(a) Affiliate means (1) any Person who Controls, is Controlled by, or is under common Control with a Person, and (2) any Owner of any Person. As of the Effective Date, our Affiliates include Fast Food Franchising Group USA, Inc, LC Food Atlanta, LLC, LC Production Atlanta, LLC, Fast Food Franchising Group, LLC (Ukraine), Fast Food Franchising Group EU, LLC (Poland), 3FLogistyk, LLC (Ukraine), 3FLogistyk 2, LLC (Ukraine), and 3F Logistics Group US, LLC.

(b) Competing Business means a Unit that (i) offers for sale croissants or similar bakery items; or (ii) in its entirety so resembles the trade dress, service style, and products that comprise the distinguishing features of the Franchised System so as to create a likelihood of consumer confusion or dilution of the Proprietary Marks.

(c) Confidential Information means any trade secrets we own or protect and other proprietary information not generally known to the food and beverage industry, including confidential portions of the System Manual, the contents and terms of this Agreement (to the extent not disclosed in our Franchise Disclosure Document), and information we otherwise impart to you and your representatives in confidence. Confidential Information includes product preparation instructions, product preparation instructions, proprietary software and other valuable property.

(d) Control means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or governance rights, by contract, or otherwise.

(e) DMA means a designated market area, as defined by Nielsen Media Research or its successors in interest from time to time. We may designate a substitute independent source for providing the boundaries of a single television advertising market in the System Manual.

(f) Effective Date means the date we enter immediately below our signature block on this Agreement as the date on which you and we are legally bound under this Agreement, provided that if no such date is entered, then the Effective Date shall be the date on which we execute and deliver this Agreement.

(g) Franchised System or Lviv Croissants System means the distinctive, unique and Proprietary Marks and trade dress, products, presentation styles and services, know-how, methods of operation, identification, décor, furnishings, equipment, training, service, production, technology, marketing, advertising, promotion and development that we may designate in written or electronic form or through usage from time to time that define and distinguish a Franchised Business, including (without limitation): (1) plans and specifications for interior and exterior signs, designs, layouts and color schemes; (2) methods, techniques, formats, systems,, ingredients, product preparation instructions, specifications, procedures, information, trade secrets, sales and marketing programs; (3) methods of business operations and management; (4) System Standards; (5) the System Manual; and (6) knowledge and experience regarding the operation and franchising of Franchised Businesses.

(h) Franchised Business means an Outlet operating under the Franchised System using Lviv Croissants name and mark, or such other name and mark as we may specify under the System Manual, as amended, that is developing or operating one or more Outlets under a Franchise Agreement with us.

(i) Franchised System Businesses means all Franchised Businesses authorized to use the Franchised System.

(j) General Manager means the on-premises manager who will be primarily responsible for the day-to-day operation and supervision of the Franchised Business.

(k) Generic Products means products generally available under standard industry specifications from any supplier authorized to sell the same.

(l) Gross Sales means the aggregate of all revenue from operating your Franchised Business, including the Outlet and all other Outlets, whether payment is received in cash or by credit card, or other generally accepted form of payment, from the sale of Ready to Eat and Packaged Products, catering, other services, merchandise (apparel and promotional items bearing any Marks) or other merchandise. Without limiting the scope of the term, Gross Sales shall include without limitation: (i) revenue received from employees for products or services furnished to employees at a discount; (ii) the value of goods and services bought by customers by redeeming any authorized Gift Cards; and (iii) the proceeds from any business interruption insurance.

(m) Intellectual Property means the Proprietary Marks, patents, copyrights, copyrightable material, ideas, concepts, inventions, know-how, trade secrets, Confidential Information, and other proprietary information that we designate in written or electronic form or through usage from time to time as part of or prescribed for use with the Franchised System.

(n) Liquidated Damages means the present value of the combined Royalty Fee and Brand Fund Fee for the unexpired portion of the Term, based on your average monthly Royalty Fee and Brand Fund Fee payable during the twelve (12) months preceding termination times the lesser of the reminder term of the Franchise Agreement and 36 months; assuming payment at the end of each month in the period, using monthly compounding at the discount rate equal to the sum of (i) the Applicable Federal Rate published by the Internal Revenue Service for the period ending closest to the end of the Term, plus (ii) two hundred (200) basis points.

(o) Location means the address identified in Attachment A as the site of your Franchised Business.

(p) Losses and Expenses means, without limitation, all losses, compensatory, exemplary or punitive damages, penalties, fines, charges, costs and expenses of investigation, defense and resolution, lost profits, attorneys' fees, court costs, settlement amounts, judgments, compensation for damages to our and our Affiliates' reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matter described.

(q) Net Sales means Gross Sales less (i) sales tax and other taxes separately stated, if any, collected from customers and paid to taxing authorities; (ii) gratuities received from Franchised Business customers and paid over to Franchised Business employees; (iii) refunds and credits made in good faith to arms' length customers; (iv) proceeds from the redemption of any authorized Gift Cards by customers; (v) proceeds from insurance with respect to your insured losses from property damage or liability; (vi) proceeds from any sale of tangible assets of the Franchised Business (other than Ready to Eat Products or Packaged Products) outside the ordinary course of business, civil forfeiture, condemnation, or seizure by a government entity; and (vii) uncollectible amounts, subject to the limitation that uncollectible amounts cannot exceed 0.5% of Gross Sales for any fiscal year of you. Subsequent collections of charged off amounts must be included in Gross Sales when they are collected.

(r) Non-Proprietary Products refer collectively to any products, fixtures, furnishings, equipment, supplies, packaging or other merchandise or property we authorize which you may, or must, use, offer, sell or promote in operating the Franchised Business that are not Proprietary Products.

(s) Nontraditional Venue Outlet means a Franchised Business Outlet that uses all or some portion of the Franchised System and is located in a limited access host facility venue such as an airport, transportation center, sports and entertainment venue, educational institution dining hall, hospital cafeteria, mall food court, and in-plant cafeteria. A Nontraditional Venue Outlet may offer a different menu from a standard Franchised Business that we approve, share seating and beverage dispensing with other restaurant counters, offer service hours to match the traffic in the host facility, have server uniforms that match uniforms worn by other food servers at the host facility, and have limited use of Proprietary Mark-bearing signage and other Franchised System elements.

(t) Opening Date means the date on which you open your Franchised Business for business, after receiving our consent to open.

(u) Owner means any Person that holds a direct or indirect equity ownership interest (including beneficial and record interests) in you.

(v) Owner-Operator means the Owner who has a significant equity ownership position in you (if you constitute a business entity) (at least 5%), as you designate in writing to us in Attachment A or otherwise.

(w) Outlet means the Lviv Croissant bakery restaurant we authorize you to operate under Franchised System, which is an inline or corner storefront or, or a free-standing store, operating at the Location identified in Attachment A

(x) Packaged Products means products that a Franchised Business Outlet sells that can be consumed on-premises, on a take-out basis, or at a later time.

(y) Person means any individual or business entity, including (without limitation) corporation, joint venture, general partnership, limited partnership, limited liability company, or trust.

(z) Proprietary Marks means the registered and unregistered distinctive and characteristic trade names, domain names, trademarks, service marks, logotypes, and trade dress elements that we designate in written or electronic form or through usage from time to time as prescribed for use with the Franchised System.

(aa) Proprietary Products means, collectively, any ingredients, products, supplies, apparel, equipment, and any other merchandise or property that you must use or sell to operate the Franchised Business in accordance with the Franchised System which either (i) display the Proprietary Marks or (ii) are specially configured, manufactured or produced by, or for, us in accordance with our specifications.

(bb) Protected Area means the geographic area described on Attachment A.

(cc) Ready to Eat Products means products that an Outlet sells that can be immediately consumed on-premises or on a take-out basis.

(dd) Reporting Period means each calendar month. Our fiscal year typically ends on December 31. We may change the Reporting Period by amending the System Manual.

(ee) Sensitive Products are products that are critical to the presentation of the Brand menu that must be obtained at specified grade, quality, and freshness, maintained at appropriate temperature and humidity for freshness, and properly discarded before use if and when past freshness or the expiration date marked on the packaging, or when wholesomeness cannot be assured with reasonable certainty.

(ff) Service Plan means the detailed plan for your back of house infrastructure sufficient to support the development and operation of all of the Outlets you are committing to develop and open, including identification of a general manager for the first Outlet, an Owner-Operator, and a trainer for all of the Outlets.

(gg) Specified Products are third party branded products, or industry standard products of certain specifications that may be sold under different brands, that are integral to Franchised System and presentation of the Brand in the Outlets that may be obtained from Approved Suppliers, or if no Approved Supplier can provide the items, from other suppliers after notice to us, as long as the Outlet receives the same brand, grade, quality and quantities specified in the System Manual.

(hh) System Manual means the manual or collection of materials in written or electronic form which we designate from time to time as containing the System Standards, specifications, procedures, policies, methods of operating the Franchised Business, other elements of the Franchised System and any information designated in this Agreement for inclusion or modification in the System Manual.

(ii) System Products means food and beverage products that we authorizes in the for retail sale at Outlets.

(jj) System Standards means the standards for the Franchised Business and using the Franchised System published in the System Manual and elsewhere, including but not limited to standards for design, furnishings, fixtures and equipment, use and display of the Proprietary Marks, operations, technology and any other standards, policies, rules and procedures we promulgate about Franchised System operation and usage.

(kk) Transfer Fee means the fee to be paid to us to allow the transfer of the Franchised Business to a third party. The Transfer Fee is $5,000.

(ll) Vehicle or Lviv Croissants Vehicle means the vehicle you purchase or lease for delivery and catering from the Outlet.

55. Your Representations, Warranties and Acknowledgements. You represent and warrant, and acknowledge to us as follows:

(a) Independent Investigation. You have conducted an independent investigation of the business contemplated by this Agreement and recognize that it involves substantial business risks, making the success of the venture largely dependent on your management skills and resources. You have not received from us or our Affiliates, and have not relied upon, any oral or written, express or implied projection, representation, warranty or guarantee regarding the potential sales, revenues, income, profits or success of the business venture contemplated by this Agreement. You have had the opportunity to consult with independent advisors of your own selection such as a lawyer or accountant before making your decision to sign this Agreement and develop and operate a Franchised Business.

(b) This Transaction. You and the persons signing this Agreement for you have full power and authority and have been duly authorized, to enter into and perform or cause performance of your obligations under this Agreement. You have obtained all necessary approvals of your Owners, governing board and lenders. No executory franchise, license, or affiliation agreement for the Location exists other than this Agreement. Attachment A accurately states your Owners. Your execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which you or any of your Owners is a party or is subject or to which the Location is subject. Neither you nor the Location is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date you execute this Agreement and was not within the three years preceding such date, except as disclosed in your franchise application. To the best of your knowledge, neither you, your Owners, your officers, directors, contractors, or employees or anyone else affiliated or associated with you, whether by common ownership, by contract, or otherwise, has been designated as, or are, a terrorist, a "Specially

Designated National" or a "Blocked Person" under U.S. Executive Order 13224, in lists published by the U.S. Department of Treasury's Office of Foreign Assets Control, or otherwise.

(c) No Misrepresentations or Implied Covenants. All written information you submit to us about the Location, you, your Owners, any guarantor, or the finances of any such Person or entity, was or will be at the time delivered and when you sign this Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between you and us except as expressly stated in this Agreement.

(d) No Guarantees of Success. Our representatives and we have made or communicated to you no claims of assured or guaranteed success of the business contemplated by this Agreement prior to signing this Agreement. You voluntarily enter into this Agreement and undertake all the terms and conditions thereof without any such inducements, promises, or representations. Without limiting the foregoing, we expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any representations, warranties or guarantees, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement, or as to the suitability of any selected or proposed Location as a successful location for the Franchised Business. No assurances are given regarding that the franchisee will earn any return on their investment. You and your Owners acknowledge that (i) the investment in the Franchised Business is not based on any assurance or warranty, either directly or indirectly, that the Franchised Business will be profitable or successful, (ii) they are aware that regardless of the level of support provided by us and our Affiliates, the investment in the Franchised Business may fail, (iii) that no projections or earnings information, not included in the Franchise Disclosure Document has been received or relied upon prior to executing this Agreement.

(e) Other Businesses and Channels of Distribution. Our Affiliates and we reserve the right to acquire other businesses, merge or sell the Franchised System or distribute Lviv Croissants products through alternative channels of distribution without restriction.

(f) Other Transactions. We reserve the right to vary the Franchised Business franchise terms and conditions of offering among franchisees, multi-unit operators and others, which may affect fees payable to us, exclusive territorial rights, and other attributes of a Franchised Business franchise. You understand that other franchisees may operate under different forms of agreements and, consequently, that our rights and obligations with regard to our various franchisees may differ materially in certain circumstances.

(g) Fees. Fees that are paid to us by franchisees are not in exchange for the services we provide to franchisees. Those services are merely for the protection of the Intellectual Property licensed to franchisees and for no other reason. The fees compensate us for granting the license of the Intellectual Property to you for the Term and any period after its early termination when we cannot replace your Franchised Business's presence in your market area.

56. [Transfer of Existing Franchised Business. This Agreement documents the transfer of an existing Franchised Business that has been open and operating since _______________. You pay no initial franchise fee and the prior owner has paid the Transfer Fee specified in the Franchise Agreement with us. You assume and agree to pay and perform all of the outstanding obligations to us of the prior owner and franchisee arising from the operation of the Franchised Business before the Effective Date. Section 6 is deleted as the Franchised Business is open and operating. Our requirements to upgrade the Franchised Business are described on Attachment A,

if any. You acknowledge, represent and warrant to us that (i) we have not participated in the purchase and sale of the Franchised Business except to provide to you our Franchise Disclosure Document and information and copies of materials provided to us by the prior owner; (ii) we have not validated, audited or verified any information provided to you or to us by the prior owner; (iii) you are not relying on any Franchised Business-specific information we provided to make your decision to purchase the Franchised Business except as set forth in this Agreement; (iv) you are relying only on the materials and information provided to you by the prior owner for this decision; and (v) we have not offered or provided any inducement or incentive for you to purchase the Franchised Business from the prior owner.]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, intending to be legally bound, as of the Effective Date.

FRANCHISOR

LC FRANCHISE GROUP LLC

By: ______________________________

Name: ______________________________

Title: ______________________________

FRANCHISEE:

____

By: ______________________________

Name: ______________________________

Title: ______________________________

Effective Date: ______________________________

Attachment A
Transaction Details

1. Franchised Business: [Single Outlet Franchise/First Multi-Unit Outlet Franchise/ Additional Multi-Unit Franchise]

2. Trade Area Description:

3. Location of Franchised Business:

4. Time to complete and open Franchised Business: One (1) Year after the Effective Date.

5. Protected Area:

6. Address and Contact Information of Franchisee:

7. Initial Franchise Fee: In accordance with Section 5(a) of this Agreement, the Initial Franchise Fee is as follows:

☐ $25,000.00 Single Outlet Franchise

☐ $20,000.00 (Additional Multi-Unit Outlet Franchise, Minimum of Three Outlets, each payable in two installments consisting of a Reservation Fee of $5,000 at signing the Multi-Unit Development Agreement and $15,000 at signing the Franchise Agreement)

8. Your Owners:

Name	Address	Telephone	Email	Percentage Ownership

* Person designated as Owner-Operator.

[For Transfers of Existing Units Only]

9. Upgrades Required.

**NOTICE OF FRANCHISED BUSINESS LOCATION ACCEPTANCE
AND PROTECTED AREA DESCRIPTION**

To:

From: LC Franchise Group LLC

Re: Acceptance of Proposed Franchised Business Location

Date: ____________________________, 20___

We refer to the Franchise Agreement dated _______________, 20__ (the "Franchise Agreement") between you and us for the development of a Franchised Business to be located in the Trade Area defined therein.

You have submitted for our consideration, and we have approved as the location of the Franchised Business the following address:

____

We designate this address as the Location of the Franchised Business under the Agreement. The Protected Area will be ____.

This Notice amends and supplements the Agreement to fix the Location and to use that Location as the origin of the Protected Area. No counter signature is necessary.

LC Franchise Group LLC

By:________________________

Title: ______________________

Attachment B

Automated Clearing House Payment Authorization

ACH Authorization Form

This form **MUST** be accompanied by a **Printed Voided Check or Bank Letter**

Add ☐Delete ☐ Change ☐

Company Name:____
Address:____
City:__________________________________State:________Zip:_________
Phone:________________________________

Funds Settlement Information

Bank Name:____
Account Owner:____
Account Name:____
Address:____
City:__________________________________State:________Zip:_________
Routing # (9 digits)______________________________
Account #______________________________________(“Account”)

_______________________________________ (hereinafter referred to as User) authorizes LC Franchise Group LLC (“LCF”) to initiate ACH transfer entries and to credit and/or debit the account identified herein. Such credits and/or debits shall take place on a [RECURRING TIME PERIOD] basis with a minimum amount of $[•] and a maximum amount of $[•] per transaction. Such minimum and maximum amounts may be amended at any time by any written notice from User to LCF. This authorization shall remain in effect unless and until LCF receives written notification from User that this authorization has been terminated in such time and manner to allow LCF to act. Undersigned represents and warrants to LCF that the Person executing this form is an authorized signatory on the Account referenced above and all information regarding the Account and Account Owner is true and correct.

____ / / ________
Account Owner Signature Date

____
Print Name and Title

ATTACH PRE-PRINTED VOIDED CHECK OR BANK LETTER

Attachment C

Guaranty and Restriction Agreement

GUARANTY AND RESTRICTION AGREEMENT

The undersigned owners (the "Guarantors") of ___________________________, a(n) ___________________________ (the "Franchisee") enter into this Guaranty and Restriction Agreement (this "Guaranty") as of the Effective Date.

1. Guaranty of Obligations. To induce LC Franchise Group LLC, its successors and assigns ("Franchisor") to sign the Franchise Agreement (the "Franchise Agreement") with the party named as the "Franchisee," to which this Guaranty is attached, the undersigned, jointly and severally irrevocably and unconditionally (i) represent and warrant to Franchisor that Franchisee's representations and warranties in the Agreement are true and correct as stated, and (ii) guaranty that Franchisee's obligations under the Agreement, including any amendments and note, will be punctually paid and performed. Upon default by Franchisee and notice from Franchisor, the Guarantors will immediately make each payment and perform or cause Franchisee to perform, each unpaid or unperformed obligation of Franchisee under the Agreement. Without affecting any of Guarantor's obligations under this Guaranty, Franchisor may without notice to the Guarantors extend, modify or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee. The Guarantors waive notice of amendment of the Agreement. Upon the death of an individual Guarantor, the estate of the Guarantor will be bound by this Guaranty for obligations of Franchisee to Franchisor existing at the time of death, and the joint and several obligations of all other Guarantors will continue in full force and effect. This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument.

2. Restrictions on Transfer of Equity Ownership of Franchisee. The Guarantors will not transfer, assign or pledge any of their direct or indirect equity interests in the Franchisee to any Person without the prior consent of the Franchisor, and acknowledge that Franchisor has rights of first refusal that apply to such transactions.

3. Other Provisions. The Guarantors, as owners of the Franchisee, acknowledge that this Guaranty and the Agreement inure to the benefit of the Franchisee and to the undersigned. The Guarantors expressly adopt, ratify, incorporate into this Guaranty, and agree to be bound individually by the following provisions of the Agreement as if they were parties to such Agreement: Sections 11 (Covenants Not to Compete); 12 (Confidential Information); 22 (Assignment); 23 (Right of First Refusal); 24 (Business Entity Franchisee); 32 (Certain Waivers); 47 (Resolution of Disputes); 23 (Our Option to Purchase); 46 (Governing Law); 48 (Venue); and 49 (Legal Fees).

Executed and delivered as of the Effective Date.

The Guarantors:

By: ______________________________________

Printed Name: ________________________

By: ______________________________________

Printed Name: ________________________

Attachment D

Management Confidentiality and Non-Competition Agreement

**MANAGEMENT CONFIDENTIALITY
AND NON-COMPETITION AGREEMENT**

The undersigned Franchised Business on-premises manager ("Manager"), in consideration of the access to training and confidential information he or she has received or will receive from LC Franchise Group LLC, a Wyoming limited liability company, and/or its Affiliates (collectively, the "Company") in connection with Manager's employment with the Company's franchisee named below (the "Franchisee"), hereby covenants and agrees as follows:

1. Confidentiality Agreement. Manager acknowledges that, while employed by the Franchisee, Manager has and will receive certain confidential information and knowledge concerning business of the Company which the Company wishes to protect, including (without limitation) information, knowledge, know-how, product preparation instructions, formulae, materials, equipment, techniques, systems, and other data relating to or comprising Lviv Croissants franchise system. Confidential information includes the System Manual and other materials and information supplied by Company to the Franchisee that is identified as confidential at the time of disclosure or before. Manager shall not reveal that confidential information to any other party, except the Company's or the Franchisee's independent public accountants, Manager's legal counsel (if that counsel also agrees to maintain the confidentiality of the confidential information), or as otherwise required by law. Manager shall not use or disclose the confidential information at any time for the purpose of competition with the Company, its successors and assigns, or Franchisee. When Manager's employment with Franchisee terminates for any reason, the Manager promptly shall surrender to Franchisee all papers, documents, writings and other property, electronic or otherwise, produced by Manager or coming into Manager's possession by or through Manager's employment with the Franchisee containing confidential information or related in any way to confidential information. All of the foregoing materials shall remain the property of the Company, its successors, or its assigns.

2. Covenant Not to Compete. During the term of Manager's employment with the Franchisee and for a period of twenty-four (24) months after the end of Manager's employment with the Franchisee regardless of which party ends the employment relationship and regardless of the reason why the employment relationship ends, Manager shall not engage in, directly or indirectly as a principal, agent, trustee, employee, consultant, independent contractor or through any corporation, partnership, association, or other entity, a Unit that (i) sells or has a product that prominently features croissants; or (ii) in its entirety so resembles the trade dress, service style and product items that comprise the distinguishing features of the Franchised System so as to create a likelihood of consumer confusion or dilution of the Proprietary Marks at any location within a three (3) mile radius of any Outlet location at which Manager worked or within a three (3) mile radius of any then-existing Outlet location.

3. Indemnification and Injunctive Relief. Manager shall indemnify and hold the Company and the Franchisee harmless against any losses, damages, costs, expenses, claims, or actions, including attorneys' fees and costs, proximately caused by any breach of this Agreement by Manager. Manager shall pay to the Company any compensation, profits or economic benefits realized by the Manager resulting from any breach of this Agreement. The Company shall have the right to injunctive and other equitable relief prohibiting the Manager from any violation or threatened violation of this Agreement, without posting any bond or security. Manager acknowledges that the restrictions in this Agreement are reasonable and necessary to protect the legitimate business interests of the Franchisee, and that the violation of the foregoing restrictions will lead to immediate and irreparable harm, for which injunctive relief is necessary.

4. Governing Law. The laws of Georgia shall govern this Agreement.

5. Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter of this Agreement and replaces and supersedes all other written and oral agreements and statements of the parties relating to the subject matter of this Agreement.

6. Limitations. This is not a contract of employment and this creates no employment relationship between Manager and the Company. Manager is not a third party beneficiary of any contract between the Company and the Franchisee. Franchisee remains the sole employer of Manager and is solely responsible for the recruitment, selection, training, supervision, compensation, benefits, insurance, worker's compensation, discipline, and termination of Manager. During any period of on the job training of Manager by the Company, Franchisee shall remain the sole employer of Manager and shall be responsible for controlling all aspects of Manager's employment.

Executed and delivered this _____ day of ________________________, 20___.

Manager:

____
Signature

____
Printed Name

Franchisee: _____________________________

By: ____________________________________

Name: __________________________________

Title: __________________________________

Attachment E

Lease Rider

LEASE RIDER

This "Lease Rider" is made and entered into as of ____________, 20___ by and among LC Franchise Group LLC, a Wyoming limited liability company ("Franchisor"), ____________________, a ____________________ ("Tenant/Operator") and ____________________, a ____________________ ("Landlord").

Recitals. Tenant/Operator and Landlord desire to enter into a lease (the "Lease") pursuant to which Tenant/Operator will occupy and finish the premises located at __________________________ (the "Premises") for use and operation of a Lviv Croissants Franchised Business (the "Franchised Business") authorized under a Franchise Agreement to be executed between Franchisor and Tenant/Operator prior to the opening of the Franchised Business (the "Franchise Agreement"). As a condition to Franchisor's approval of the Premises as the location for the Franchised Business, the Tenant/Operator is required under the Franchise Agreement to execute this Lease Rider along with the Landlord and Franchisor;

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

(1) During the term of the Franchise Agreement, the Premises shall be used only for the operation of the Franchised Business.

(2) Landlord consents to Tenant/Operator's use and display of such proprietary marks (the "Proprietary Marks") and signs, decor items, color schemes, plans, specifications and related components of Lviv Croissants Franchised System (the "System") as Franchisor has prescribed, and may in the future prescribe, for the Franchised Business. Landlord affirms that the Lease does not prohibit the service of any product items or services of the current System, based on the product and service information provided to Landlord.

(3) Landlord agrees to send Franchisor conformed, legible copies of any and all letters and notices sent to Tenant/Operator pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Tenant/Operator.

(4) Franchisor shall have the right, and Landlord consents to allow Franchisor, to enter the Premises during hours when the Premises is available for tenant entry to make any modification or alteration necessary to protect the Franchised Business, the System and Proprietary Marks or to cure any default under the Franchise Agreement, or under the Lease, without being guilty of trespass or any other crime or tort.

(5) In the event of Tenant/Operator's default under the Lease, Franchisor may, but has no obligation, to cure the default. Franchisor shall make this determination within thirty (30) days after Franchisor receives notice of the Lease default from Landlord. If Franchisor elects to cure the default, Franchisor shall cure the default within thirty (30) days of such election or, if the default cannot be reasonably cured within such thirty (30) day period, then Franchisor shall commence and proceed to act diligently to cure the default within such time as is reasonably necessary to cure the default.

(6) Franchisor has an option to acquire the Franchised Business from Tenant/Operator if the Franchise Agreement expires or terminates. If Franchisor exercises the option, it will notify Landlord when it notifies Tenant/Operator. If Franchisor so exercises its option, or makes a different arrangement with Tenant/Operator to acquire the Franchised Business, then Landlord shall permit Tenant/Operator to assign the Lease to Franchisor or to Franchisor's affiliated assignee or designee as successor in interest

(“Successor”) to Tenant/Operator, which shall be obligated to assume Tenant/Operator’s obligations under the Lease. Successor shall attorn to Landlord under the Lease and Landlord shall attorn to and agree not to disturb the tenancy of Successor. In such event Successor shall assume Tenant/Operator’s occupancy rights, rights under any succession or purchase options, and the right to sublease the Premises, for the remainder of the term of the Lease including any applicable succession periods.

(7) Landlord hereby consents to such assignment and agrees not to impose or assess any assignment fee or similar charge or increase or accelerate rent under the Lease in connection with such assignment, or require Successor to pay any rent or other financial obligation of Tenant/Operator to Landlord arising prior to the assignment. Landlord agrees to look solely to the Tenant/Operator and its guarantors for any rents or other financial obligations owed to Landlord arising prior to such assignment. Landlord and Tenant/Operator acknowledge that Franchisor is not a party to the Lease and shall have no liability under the Lease, unless and until the Lease is assigned to, and assumed by Franchisor as Successor.

(8) Notwithstanding anything contained in this Lease Rider and in the Lease, Successor is expressly authorized, without the consent of the Landlord, to sublet the Premises to an authorized System franchisee, provided such subletting is specifically subject to the terms of the Lease and further provided the franchisee expressly assumes in writing all obligations of the Lease. Franchisor agrees to notify Landlord as to the name of the franchisee within ten (10) days after such subletting.

(9) Tenant/Operator shall not assign the Lease or renew or extend the term thereof without the prior written consent of Franchisor.

(10) Landlord and Tenant/Operator shall not amend or otherwise modify the Lease in any manner that could materially affect any of the foregoing without the prior written consent of Franchisor.

(11) This Lease Rider will supersede any conflicting terms of the Lease.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Lease Rider as of the date first above written.

FRANCHISOR:

LC FRANCHISE GROUP LLC

By: ___________________________________
Name: ________________________________
Title: _________________________________

TENANT/OPERATOR:

____

By:____________________________________
Name: ________________________________
Title: _________________________________

LANDLORD:

____

By:____________________________________
Name: ________________________________
Title: _________________________________

Attachment F

Receipt of System Manual
and Confidentiality Agreement

RECEIPT FOR SYSTEM MANUAL

The undersigned franchisee ("Franchisee") acknowledges receipt of Lviv Croissants System Manual by receiving access codes and instructions to access the on-line version of the System Manual. The System Manual is being loaned, and access is being granted, to Franchisee under the Franchise Agreement between Franchisee and LC Franchise Group LLC ("Company"). Franchisee expressly agrees as follows:

1. System Manual. If the access code granting access to the System Manual is misplaced, destroyed (in whole or in part), or otherwise lost, the Franchisee must pay for replacement access codes from the Company at a cost of Five Hundred Dollars ($500.00) and must sign a new receipt. The Franchisee shall not copy or otherwise reproduce any portion of the System Manual. The System Manual shall not be removed from the premises of the Location identified in the Franchise Agreement. The Franchisee shall not loan or disclose the System Manual to any third party. The Franchisee shall not communicate, transmit, describe, summarize, or otherwise convey the information contained in the System Manual, in whole or in part, to any third party not employed by the Franchisee to operate the Franchised Business. The System Manual shall at all times remain the property of the Company, its successors and assigns.

2. Confidentiality Agreement. The Franchisee acknowledges that the Franchisee will receive certain confidential information and knowledge contained in the System Manual that is the subject of confidentiality obligations in the Franchise Agreement. When the Franchise Agreement with the Company terminates for any reason, the Franchisee promptly shall surrender to the Company the System Manual identified above, along with all papers, documents, writings and other property produced to the Franchisee or coming into the Franchisee's possession by or through the relationship with the Company and related in any way to the confidential information. All of the foregoing materials shall remain the property of the Company, its successors, or its assigns.

3. Indemnification and Injunctive Relief. The Franchisee's obligations to indemnify the Company and accept injunctive relief described in the Franchise Agreement shall apply to breaches of Franchisee's undertakings regarding the System Manual.

4. Supplement to Franchise Agreement. This Receipt is a supplement and subject to the Franchise Agreement in all respects.

Executed and delivered this _____ day of ________________________, 2________.

Franchisee:

____

____
Signature

____
Printed Name

____
Title:

Attachment G

NONTRADITIONAL VENUE OUTLET

ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to Franchise Agreement (this "Addendum") is made and entered into as of _______________, by and between LC Franchise Group LLC, a Wyoming limited liability company ("we," "us" or "our"), as franchisor, and _________________________, a _________________ ("you" or "your"), as franchisee. This Addendum relates to and modifies that certain Franchise Agreement (the "Prime Agreement") between the parties. This Addendum shall be controlling in the event of any conflict between the Prime Agreement and this Addendum. All definitions in the Prime Agreement shall apply to this Addendum unless the context otherwise indicates. The parties mutually agree, for good and valuable consideration, the receipt and sufficiency of which the parties mutually acknowledge, as follows:

2. Nontraditional Concept Restaurant. You have requested, and we have approved, the development and operation of a Nontraditional Venue Outlet to be located in ___________________________ (the "Host Facility") and within the Host Facility, in the following location (the "Location"): _______________________________________

3. Lease with Host Facility. You represent and warrant to us that the Lease of the Location (the "Lease") with the owner or landlord of the Host Facility ("Host Operator") (i) allows for the operation of the Franchised Outlet under the System without material modification, supplier or menu limitations, (ii) provides for [a common seating area convenient to the Franchised Outlet][no common seating area but contemplates carry out servings for all food concepts in the vicinity of the Location], (iii) allows for the installation and operation of all equipment necessary to prepare the menu items of the System as of the Effective Date, (iv) permits display of the Marks in signage over the Location serving area, (v) [allows you to serve beer subject to licensure and compliance with applicable alcoholic beverage regulations][does not allow you to serve beer], and (vi) [permits the Franchised Outlet to open and operate during lunch and dinner hours 365 days per year][limits operation to certain event dates and times or periods when active food service at the Host Facility is permitted].

4. Confidential Information. No inspection right in the Lease shall allow or imply our consent to grant to Host Operator or its representatives access to any confidential or proprietary information we provide to you.

5. Rent Payments. You will provide us with copies of any rental reports and forms you submit to Host Operator that show the Gross Sales of the Franchised Outlet or calculate any percentage rent payable under the Lease.

6. Indemnification. You acknowledge that the indemnification set forth in Section 12.3 of the Prime Agreement extends to any claim arising from the condition, premises or events occurring at the Host Facility, whether the Host Operator or you control the space or activity from which the claim arises.

7. Upgrade of Franchised Outlet. You represent to us that the Lease will permit you to upgrade the Franchised Outlet as and when contemplated by the Prime Agreement, subject only to Host Operator approval, which it may not unreasonably withhold or delay.

8. Technology & Communications. You represent to us that the Host Facility will support, and the Lease allows you to install and maintain the technology and communications we require for the Franchised Outlet as of the Effective Date under the System.

9. New Menu Items. Notwithstanding the Prime Agreement, you will not be obligated to prepare and serve any new menu item that we mandate under the System after the Effective Date if such item is prohibited under the Lease or requires equipment that you do not have and cannot install under the Lease or as a practical matter.

In witness whereof, the parties have executed and delivered this Addendum, intending to be legally bound, as of the Effective Date.

FRANCHISOR:	FRANCHISEE:
LC FRANCHISE GROUP, LLC	___________________________________
By: ________________________________	By: ______________________________
Its: ________________________________	Its: _______________________________
Effective Date:_______________________	Date: _____________________________

Exhibit B

Multi-Unit Development Agreement

MULTI-UNIT DEVELOPMENT AGREEMENT

between

LC FRANCHISE GROUP LLC

and

____

Dated:

____

Development Territory:

____

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MULTI-UNIT DEVELOPMENT AGREEMENT

This Multi-Unit Development Agreement (this "Agreement") is made and entered into as of the Effective Date, by and between LC Franchise Group LLC, a Wyoming limited liability company ("we," "us" or "our"), as Franchisor, and __________________________, a __________________ ("you" or "your"), as Developer. The parties mutually agree, for good and valuable consideration, the receipt, and sufficiency of which the parties mutually acknowledge, as follows:

Recitals. Franchisor and Franchisor's affiliates developed the "System" for the establishment and operation of Lviv Croissant brand bakery restaurants ("Outlets"), which are quick service restaurants and bakeries offering baked goods, coffee, sandwiches, wraps, salads, and catering services and use the trade name and service mark "Lviv Croissants" and other related trademarks, service marks, logos and commercial symbols (the "Marks") used to identify the System are used under license from Franchisor's affiliates and may be modified by Franchisor and Franchisor's affiliates at any time. Franchisor's affiliates developed the Lviv Croissants brand (the "Brand"), System and Marks in Ukraine and Poland. The Brand combines a welcoming European ambiance, expertly crafted freshly baked croissants, and a commitment to offering healthy food choices, all while incorporating innovative technology solutions. Our menu is frequently updated to provide customers with new offers and specials. Each Outlet offers a selection of savory and sweet fillings for freshly baked goods as well as customization options, along with freshly made soups, salads, and unique beverage items. Franchisor intends that the Brand will capture the essence of its European heritage while it aligns with the contemporary trends prevalent in quick service restaurants across North America. Franchisor and Franchisor's affiliates continue to develop, use and control the use of the System to identify for the public the source of services and products marketed under the Marks and the System, and to represent the System's high standards of quality, appearance and service at its Outlets.

Franchisor desires to expand into the Development Territory with Outlets. Developer desires to develop, open and operate Outlets in the Development Territory under the terms and conditions of this Agreement.

1. Definitions. Words and phrases used in initially capitalized form in this Agreement have the meanings set forth in Section 35 of this Agreement and the form of Franchise Agreement attached as Attachment B unless the context indicates otherwise.

2. Development Territory. During the Development Term, you will not have the exclusive right to develop Franchised Businesses in the Development Territory. We may, without any restriction or obligation to you, develop, operate, franchise, and license other Persons to develop and operate Franchised Businesses at any location inside or outside the Development Territory. Each Franchise Agreement will govern any territorial rights by means of the Protected Area of each Franchised Business.

3. Performance Schedule. You must develop and put in Operation at least three (3) Outlets, within the Development Territory in accordance with the following schedule and the desired market area within the Development Territory:

Franchised Business Number	Opening Deadline for Outlet to be In Operation	Desired Trade Area
1	One Year after Effective Date	
2	18 Months after Effective Date	
3	Two Years after Effective Date	

You may develop and open any number of additional Franchised Businesses within the Development Territory during the Development Term, so long as you follow our standard application and approval process for each Franchised Business.

4. Development Term.

4.1 The "Development Term" of this Agreement commences on the Effective Date and the rights granted to you under this Agreement will expire on the earlier to occur of the Opening Date of the last Outlet on the Development Schedule or the second anniversary of the Effective Date. After the expiration of the Development Term, this Agreement will remain in effect as to Sections 6 and 19 until the expiration (without a successor agreement between Franchisor and the Franchisee) or termination of the Franchise Agreements for all Outlets.

4.2 If you are in good standing under this Agreement and any Franchise Agreement with us, you may extend the Development Term one time for up to one year to allow completion of the last Outlet on the Development Schedule if you have submitted an application to us for approval of the location of the last Outlet before the expiration of the initial Development Term. You must give us notice of your intent to extend the Development Term by giving us written notice of your intention to extend and paying with the notice a non-refundable Extension Fee in the amount of Five Thousand Dollars ($5,0000). We will confirm in writing whether or not the Development Term is extended within ten (10) days after receipt of the notice and the Extension Fee. You will not be in "good standing, and not eligible to extend if (i) you or any of your Affiliates are in default under any Franchise Agreement with us, (ii) any monetary obligations to us or our Affiliates are unsatisfied, (iii) if your Franchised Business performs in the bottom quartile of Net Sales for all Franchised Business; (iv) you have suffered more than one material default under any agreement with us or any Affiliate that occurred during the first year such agreement was in effect; or (v) you have suffered more than one cured or uncured material default under any franchise agreement or Multi-Unit Development Agreement with us during the initial Development Term.

5. Development Fee & Initial Franchise Fees.

5.1 The Initial Franchise Fee is Twenty-Five Thousand Dollars ($25,000) for the first Franchised Business to be developed under this Agreement and Twenty Thousand Dollars ($20,000) for each additional Franchised Business required and authorized to develop under this Agreement. When you sign this Agreement, you will pay us a non-refundable development fee ("Development Fee") consisting of (i) an "Initial Franchise Fee" of Twenty-Five Thousand Dollars ($25,000) for the first Franchised Business and (ii) a "Reservation Fee" of Five Thousand Dollars ($5,000) for each additional Franchised Business you are undertaking to develop, for a minimum Development Fee of Thirty-Five Thousand Dollars ($35,000) due when you sign this Agreement. The Development Fee compensates us for reserving the Development Territory for you and is not refundable.

5.2 The Initial Franchise Fee will be credited to payment of the Initial Franchise Fee of Twenty-Five Thousand Dollars ($25,000) for the first Franchised Business. Each Reservation Fee will be credited to the Initial Franchise Fee of each additional Franchised Business when you pay the balance of the Initial Franchise Fee. Beginning with the second Franchised Business, you will pay the balance of the Initial Franchise Fee for each Franchised Business when you sign the Franchise Agreement for that Franchised Business.

5.3 In addition to the Franchised Businesses listed on the Performance Schedule, you may purchase additional Franchised Businesses ("Additional Franchised Businesses") in which you or your principals own all of the equity interests. You may purchase these Additional Franchised Businesses only after all Franchised Businesses on your Performance Schedule are open and operating. The Initial Franchise Fee for Additional Franchised Businesses will be Twenty Thousand Dollars ($20,000) each if you sign the Franchise Agreement and pay the Initial Franchise Fee before the end of the Development Term. You may not engage in a transaction that requires our consent for a transfer of the Additional Franchised Business under Section 22 of its Franchise Agreement until at least three years after its Opening Date.

6. Infrastructure. When you sign the first Franchise Agreement for a Franchised Business, you must provide to us a detailed plan (the "Service Plan") for your back of house infrastructure sufficient to support the development and operation of all of the Franchised Businesses you are committing to develop and open, including identification of a general manager for the first Franchised Business, an Owner-Operator, and a trainer for all of the Franchised Businesses. The Service Plan should address site selection, Outlet design and construction, human resources, accounting, marketing, training, facilities management, and any other support and services your Franchised Businesses will share. You must adhere to the Service Plan and timeline, provided that you may modify the Service Plan and send us the modified Service Plan at any time. We will approve or reject the Service Plan, and provide comments if we reject the Service Plan, within thirty (30) days after its submission.

7. Site Submission. You must submit the information we may then require using our form of proposed Outlet site evaluation request to evaluate a proposed site for a Franchised Business. We will review the submitted information and conduct any evaluation of the proposed site we deem appropriate. We may request any supplemental information we deem appropriate

to evaluate the proposed site at any time and you will promptly provide such supplemental information.

8. Site Approval or Rejection. We retain the right to approve or reject each site selected by you, in our sole discretion. Within thirty (30) days after your submission of all initial and supplemental information we request regarding a proposed site, we will give you notice of our approval or rejection of the site. If we approve the site, the notice will set forth any remaining conditions to that approval. If we reject the site, the notice will set forth the reasons for the rejection. If we do not give you notice of our approval of the site within 30 days after your submission of all initial and supplemental information we request regarding the site, we will be deemed to have rejected the site. You acknowledge that we have not authorized and will not empower or authorize any officer, employee, or agent of ours to approve or reject any proposed site except in accordance with this Section 8. You agree not to rely upon any representations, written or oral, to the contrary.

9. Responsibility for Site Selection. You will have sole responsibility for selecting the Location of your Franchised Business and all aspects of the site acquisition, negotiation, and development process, including (without limitation) compliance with all applicable zoning, licensing, building codes, leasing, and other requirements. Neither we nor our Affiliates will have any responsibility, obligation, or liability to you in connection with our efforts, assistance, or advice in the selection and securing of a Location for your use, nor will we have any liability for any consequences of your selection of a site or any aspect of the site acquisition, negotiation, and development process. You acknowledge that our approval of a site does not constitute any representation, warranty, or guaranty by us that the site will constitute a successful location for a Franchised Business, and you waive and release us and our Affiliates from any claims and causes of action in that regard. You confirm that, except as provided in Section 11 below, we will not become involved in any way in the site acquisition, negotiation, or development process.

10. Issuance of Franchise Agreement. When we approve your proposed site, we will forward to you the completed Franchise Agreement for the Franchised Business using as a template the form of Franchise Agreement attached as Attachment B. You must execute and deliver to us the completed Franchise Agreement in accordance with our instructions, along with any remaining portion of the required Initial Franchise Fee calculated as provided in Section 5, within fifteen (15) days after we tender the Franchise Agreement to you. If you fail to return the executed Franchise Agreement and the balance of the Initial Franchise Fee to us within that fifteen (15) day period, we may revoke our approval of the proposed site. You will not begin construction or remodeling work at the accepted site until you have executed the Franchise Agreement, paid the balance of the Initial Franchise Fee to us, and obtained our approval of the lease and your plans and specifications as provided in the Franchise Agreement.

11. Our Services. During the Development Term, we will provide you with the following services:

11.1 Site Selection Services. We will provide you with our experience in the selection of sites for Franchised Businesses using the forms, criteria, and materials that we make available to Developers, as well as the benefit of our review and evaluation of any proposed sites you select.

11.2 Advice. We will provide you with periodic individual or group advice, consultation and assistance by personal visit, telephone, or newsletters or bulletins that we then make available to Developers.

11.3 Other Services. We will provide you with other resources and assistance that we may develop and then make available to new Developers. We have no obligation to make any such other resources and assistance available.

12. Nature of Agreement.

12.1 This Agreement only grants you the right to select sites for the construction of Franchised Businesses in the Development Territory and to submit those sites to us for our approval in accordance with this Agreement. This Agreement does not grant a license to use the name "Lviv Croissants" or any other trade name, service mark, or trademark of ours. This Agreement does not grant you the right to open or operate any Franchised Business. You will obtain those rights only under a Franchise Agreement with us, if and when fully executed and delivered by you and us, with the Initial Franchise Fee paid in full.

12.2 We and you are not joint employers of your employees and other personnel. We do not and will not share or codetermine any of your employees' essential terms and conditions of employment. More specifically, in no case do we have any authority to determine or set your employees': (1) wages, benefits, and other compensation; (2) hours of work and scheduling; (3) the assignment of duties to be performed; (4) the supervision of the performance of duties; (5) work rules and directions governing the manner, means, and methods of the performance of duties and the grounds for discipline; (6) the tenure of employment, including hiring and discharge; and/or (7) working conditions related to the safety and health of employees. You alone have sole authority to determine any or all of your employees' essential terms and conditions of employment.

13. Additional Covenants. During the Development Term, you and your Owners (acting individually and through spouses and adult offspring) covenant with us that you will not engage, either directly or indirectly through any financial or beneficial interest in any other Person, in any Competing Business, other than a Franchised Business licensed by us. For a period of one (1) year after the termination or expiration of this Agreement for any reason, you may not engage in any Competing Business at any Franchised Location, within three (3) miles of your any Location, or within three (3) miles of any Franchised Business at the time of termination, either directly or indirectly, through any financial or beneficial interest in any other person. We may reduce the duration or geographic scope of this provision by written notice to you to comply with applicable law. The terms "Competing Business" and "Protected Area" are defined in the form of Franchise Agreement attached as Attachment B.

14. Confidential Information.

14.1 Obligations. Developer acknowledges and agrees that the System is comprised of confidential information that has been developed by Franchisor and its affiliates by the investment of time, skill, effort and money and is widely recognized by the public, is of substantial value, and is proprietary, confidential and constitutes trade secrets of Franchisor and its affiliates, and includes, without limitation, tangible and intangible information (whether or not in electronic form) relating to Franchisor's business operations, products and services, recipes, sources of materials and equipment, client management and other software, data, other content, formulations, patterns, compilations, programs, devices and processes, business relationships, contact information for industry professionals, designs, developmental or experimental work and services, improvements, discoveries, plans for research, potential new or supplemental products and services, websites, advertisements or ancillary products and services, marketing and selling methods and/or plans, business plans, budgets and unpublished financial statements, licenses, prices and costs, vendors, collaborators, current customer and prospective customer names and addresses, information regarding credit extensions to customers, customer service purchasing histories and prices charged to customers, customer lists and other customer data, information regarding the skills and compensation of employees of Franchisor and contractors of Franchisor, designs, drawings, specifications, source code, object code, documentation, diagrams, flowcharts, research, development, marketing techniques and materials, trademarks, trade secrets, sales/license techniques, inventions, copyrightable material, trademarkable material, databases, relationships between Franchisor and other companies, persons or entities, knowledge or know-how concerning the methods of operation of the Outlet which may be communicated to Developer, or of which Developer may be apprised under the terms of this Agreement, and any other information or material considered proprietary by Franchisor whether or not designated as confidential information by Franchisor, that is not generally known by the public, or which derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor or its affiliates and which is the subject of efforts by Franchisor that are reasonable under the circumstances to maintain its secrecy, and any other information in oral, written, graphic or electronic form which, given the circumstances surrounding its disclosure, would be considered confidential (collectively, the "Confidential Information"). Confidential Information does not include any information that was in the lawful and unrestricted possession of Developer prior to its disclosure by Franchisor; is or becomes generally available to the public by acts other than those of Developer after receiving it; has been received lawfully and in good faith by Developer from a third party who did not derive it from Franchisor or Developer; or is shown by acceptable evidence to have been independently developed by Developer.

14.2 Value. Developer acknowledges and agrees the Confidential Information is not generally known by the public or parties other than Franchisor, its affiliates, its franchisees and Developer; derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor, its franchisees or Developer; and is the subject of efforts by Franchisor that are reasonable under the circumstances to maintain the secrecy of the Confidential Information, including, without limitation (i) not revealing the Confidential Information to unauthorized parties; (ii) requiring its franchisees to acknowledge and agree in writing that the Confidential Information is confidential; (iii) requiring its franchisees to agree in writing to maintain the confidentiality of the Confidential Information; (iv) monitoring electronic access to the Confidential Information by the use of passwords and other restrictions so that electronic access to the Confidential Information is limited to authorized parties; and (v) requiring its franchisees to return all Confidential Information to Franchisor upon the expiration or termination of their Franchise Agreements.

14.3 Maintain Confidentiality. To protect the System, the Marks, the trade secrets and the goodwill associated with the same, Developer shall not, during the Term of this Agreement or thereafter, communicate, divulge, or use for the benefit of anyone else, any information that Franchisor considers its trade secrets and/or Confidential Information. Developer shall divulge such Confidential Information only to its supervisorial or managerial personnel who must have access to it to perform their employment responsibilities. Developer covenants to follow faithfully any protocols and procedures set forth in the System Manual to protect customer privacy and prevent unauthorized access or use of data maintained by us and made available to you.

14.4 Irreparable Injury from Disclosure of Confidential Information. Developer acknowledges that failure to comply with the requirements of this Section 14 will result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Developer consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, without the posting of any bond, an *ex parte* or other order for injunctive or other legal or equitable relief with respect to the requirements of this Section 14.

14.5 Confidentiality Covenants from Individuals Associated with Developer. Developer shall require any supervisorial or managerial personnel who may have access to any Confidential Information of Franchisor to execute covenants that they will maintain the confidentiality of the Confidential Information they receive in connection with their association with Developer. Such covenants shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third- party beneficiary of such covenants with the independent right to enforce them.

15. Default. There are two forms of default under this Agreement:

15.1 Curable Default. A curable default by you consists of the breach of any of your obligations under any agreement with us or our Affiliates, other than an incurable default listed below. Requesting the appointment of a receiver or assigning your interest may constitute a curable default. A curable default by you must be cured according to Section 16.

15.2 Incurable Default. An incurable default by you will occur under this Agreement if (1) You fail to (i) timely sign a Franchise Agreement, (ii) pay any Initial Franchise Fee owed to us by any Fee Deadline, or (iii) open and operate the minimum number of Franchised Businesses required by any Opening Deadline; (2) You breach or otherwise fail to comply fully with any provision of the this Agreement or Applicable law; (3) You commence a case for relief or have an order for relief entered against you under the United States Bankruptcy Code; (4) We discover a material inaccuracy in any of your representations in this Agreement or in your application for this Agreement; or (5) Any Franchise Agreement is terminated as a result of your default, or your voluntary termination without cause.

16. Remedies. Upon the occurrence of a curable default by you, we will have the right to terminate this Agreement upon not less than thirty (30) days' notice to you, or such longer period as may be required by applicable law. If you do not cure the default within that notice period, we may terminate this Agreement. If you cannot cure the default within the notice

period because of the nature of the default or if you notify us orally or in writing that you do not intend to cure the default, we may terminate this Agreement immediately upon notice to you. Upon the termination of this Agreement, you will immediately cease to select and acquire sites for Franchised Businesses or hold yourself out as a Franchised Business Developer. The termination of this Agreement will not affect your right to complete development of and operate a Franchised Business in accordance with any executory Franchise Agreement with us.

17. Termination by Us for Commercial Impracticability. The parties agree that the commercial purpose of this Agreement is for us to license the System specified by us to you for use in operating the Franchised Business strictly in accordance with the System Manual, in exchange for payment of the fees and under the conditions set forth in this Agreement and the Franchise Agreement. This Agreement and the Franchise Agreement intends for you to control the terms and conditions of employment for the employees of the Franchised Business, and to supervise such employees as their employer, as set forth in Franchise Agreement Section 38 without constituting us as a joint employer of you or your employees. You acknowledge that we are not in the business of owning and operating any Franchised Business, and you have independently decided to enter into this Agreement to obtain the right to use the System so as to enter into the trade and business contemplated by the System. We may terminate this Agreement by written notice to you without penalty and without payment of any refunds or damages to you, and you will follow your post-termination obligations under this Section 17 and Franchise Agreement Section 33 at your expense, if we determine in our sole discretion that either (i) a law or regulation is enacted, promulgated, repealed, modified or amended, (ii) a judicial or administrative tribunal or administrative agency has issued, published or released a decision, ruling or opinion in a matter not involving the parties directly or indirectly that we reasonably expect will affect applicable law or its interpretation, or (iii) an administrative agency, arbitrator or judge has issued an interim or final decision in a matter in which the parties are involved directly or indirectly, which (A) frustrates or adversely affects or could reasonably be expected to affect adversely the purposes of this Agreement, (B) makes performance of this Agreement commercially impracticable, (C) effectively modifies the allocation of risk, benefits and burdens agreed by the parties, (D) deprives any party of its benefits of the bargain struck by the parties, as originally set forth in this Agreement, or (E) determines that an employment or a joint employment relationship exists between us and you.

18. CERTAIN WAIVERS.

18.1 **YOU AND WE WAIVE THE RIGHT TO PURSUE AND RECEIVE ANY EXEMPLARY AND PUNITIVE DAMAGES AGAINST THE OTHER PARTY IN ANY DISPUTE ARISING UNDER THIS AGREEMENT OR RELATING TO THE FRANCHISE RELATIONSHIP, WHETHER ASSERTED AS A RELATED OR INDEPENDENT TORT, AS A BREACH OF CONTRACT, OR AS ANY OTHER CLAIM OR CAUSE OF ACTION BASED ON CONSTITUTIONAL, STATUTORY OR COMMON LAW.**

18.2 **THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION RELATED TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE FRANCHISOR, THE FRANCHISEE, ANY GUARANTOR, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.**

19. Assignment.

19.1 We may transfer, assign, or pledge this Agreement, in whole or in part, to any Person.

19.2 The rights granted under this Agreement, and decision to enter into this Agreement with you, are personal to you and your Owners, based on their individual qualifications, resources, finances, experience, background, commitment, and business acumen. You will not have any right to transfer, assign, or pledge this Agreement or any of its rights under this Agreement, in whole or in part, to any Person without our express written consent, which we may withhold in our sole discretion.

19.3 You may raise additional equity by the sale of your equity interests, either through the issuance of new equity interests or the resale of previously issued and outstanding equity interests, in exchange for cash or property (but not services) so long as you comply with the following conditions and procedures.

19.3.1 The proposed owner must satisfy all of the requirements and conditions then being used to qualify prospective new franchisees, including submission to us of a completed franchise application at least 30 days before the investment transaction;

19.3.2 You must satisfy all of your monetary obligations then due and owing to us and our Affiliates;

19.3.3 You must cure all existing defaults under this Agreement, or the transaction must provide capital sufficient to cure the defaults under a written plan to cure acceptable to us and made a part of this Agreement by Addendum;

19.3.4 The proposed owner may not be engaged, directly or indirectly, in a Competing Business or be in violation of Section 14;

19.3.5 You and your existing Owners must execute and deliver a general release of all claims and causes of action against us and our Affiliates; and

19.3.6 You must pay us an administrative fee equal to $1,000.00 after we approve the new Owner and send you a revised Attachment A.

19.4 If you are an individual, then in the event of your death, permanent disability or appointment of a guardian for you, this Agreement will terminate one hundred eighty (180) days after your death, permanent disability, or appointment of a guardian unless we give our consent within that one hundred eighty (180) day period to the assignment of this Agreement to a successor in compliance with this Section 19.

19.5 You may designate a Person that is a business entity that your Owners Control as the franchisee party to a Franchise Agreement at the time you submit your site information for the Franchised Business. You will use our then current form of franchise application to provide information on all Persons who are to be Owners of the franchisee of that Franchised Business. We may disapprove of any Person you propose to be an Owner and provide notice of our disapproval when we provide you with the Franchise Agreement. We may delay tender of the Franchise Agreement to complete our evaluation of the proposed Owners of the franchisee.

20. Indemnification. You will indemnify and hold us and our Affiliates harmless from any and all costs and damages, including (without limitation) attorneys' fees and expenses, arising from your performance under this Agreement, your activities as Developer of the Franchised Businesses, including (without limitation) the identification, investigation, acquisition and financing of any site and the construction, remodeling and operation of any Franchised Business, and including any claims or causes of action alleging our negligence or that you are acting as our agent in any way. You must provide and pay the costs of defense and resolution for our Affiliates and us, using legal counsel acceptable to our Affiliates and us. Our Affiliates and we will have the right (but not the obligation) to participate in that defense. This Section shall survive termination or expiration of this Agreement.

21. Relationship of Parties.

21.1 Neither this Agreement nor the performance of the obligations set forth in this Agreement will operate to make you our partner or agent. Neither party will have the authority to act or contract on behalf of the other. Neither party will have any responsibility for the obligations of the other party. The relationship created by this Agreement is that of an independent contractor, and no fiduciary relationship is created or intended. You must clearly indicate the independent ownership of your business in all public records and in all of your dealings with third parties.

21.2 Whenever we reserved in this Agreement a right to take or withhold an action, or are deemed to have a right and/or discretion to take or withhold an action, or to grant or decline to grant you a right to take or omit an action, except as otherwise expressly and specifically provided in this Agreement, we may make our decision or exercise our rights, on the basis of the information readily available to us and our judgment of what is in our best interests and/or in the best interests of the our franchise network, at the time the decision is made, without regard to whether: (i) other reasonable alternative decisions or actions could have been made by us; (ii) our decision or action will promote our financial or other individual interest; (iii) our decision or the action we take applies differently to you and one or more other franchisees or our company-owned operations; or (iv) our decision or the exercise of our right or discretion is adverse to your interests. In the absence of an applicable statute, we will have no liability to you for any such decision or action. You and we intend that the exercise of our right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties acknowledge that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of this Agreement and that this Agreement grants us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your rights and obligations hereunder.

21.3 You and we agree that we may use our Reasonable Business Judgment in the exercise of our rights, obligations and discretion under this Agreement except where otherwise indicated. "Reasonable Business Judgment" means that our determination shall prevail even in cases where other alternatives are also reasonable so long as we intend to benefit or its actions or omissions could benefit the Franchised System. Examples of benefits to the Franchised System would include, without limitation, protecting or enhancing the value of the Proprietary Marks, promoting economic efficiency or gain for the Franchised Businesses, increasing customer satisfaction, increasing brand identification, or minimizing possible customer brand or location confusion. We shall not be required to consider your particular economic or other circumstances when exercising our Reasonable Business Judgment. At no time are you or any third party (including, but not limited to other franchise owners or any trier of fact) entitled to substitute your or its judgment for a judgment, which has been made by or on behalf of us which meets the definition of Reasonable Business Judgment. You and we agree that the long-term goals of a franchise system, and the long-term interests of both us and all the franchisees, taken together, require that we have the latitude to exercise our Reasonable Business Judgment.

21.4 Time is of the essence of this Agreement.

21.5 You have and will continue to have sole responsibility for recruitment, selection, training, supervision, discipline and termination of your employees, all acts and omissions of your employees, and all employment related decisions involving compensation, benefits, hours of work, scheduling, record keeping, and all other terms and conditions of employment.

22. Entire Agreement. This Agreement will constitute the entire agreement of the parties with regard to the subject matter of this Agreement and will replace and supersede all other written and oral agreements and statements of the parties relating to the subject matter of this Agreement. Neither party is relying on any writing to enter into this Agreement other than as set forth in this Agreement and the Franchise Disclosure Document delivered to you. Nothing in this Agreement or any related agreement is intended to disclaim any representation we made to you in the Franchise Disclosure Document that we furnished to you.

23. Waiver. The failure of a party to insist in any one or more instances on the performance of any term or condition of this Agreement will not operate as a waiver of any future performance of that term or condition.

24. Notices. Except as otherwise provided in this Agreement, when this Agreement requires notice, the sending party must deliver or address the notice to the other party by certified mail, telecopy, or delivery service with receipted delivery, or by electronic mail followed by transmittal of the original by first class United States Mail, to the following address or telecopy number:

Us:

LC Franchise Group LLC
500 Thrasher St, Apt 2301
Norcross, GA 30071
Attention: Brett Larrabee and Oleh Kindzer
Email: info_us@lvivcroissants.com

You: ______________________________
____
____
Email: ________________________

All notices will be deemed delivered and received if transmitted to the proper address on the earlier of (a) the date that the other party receives or refuses delivery of the notice or (b) three (3) business days after the party places the notice in the United States mail, first class postage prepaid. Each party may change the party's address by giving notice to the other party.

25. Governing Law. Georgia law (without regard to any conflicts of law principles) shall govern this Agreement.

26. Venue. The proper, sole, and exclusive venue and forum for any action arising out of or in any way related to this Agreement shall be the federal and state courts where our principal place of business is located at the time of filing. As of the Effective Date, venue shall be exclusive in the United States District Court for the Northern District of Georgia and the courts of the State of Georgia in Gwinnett County, Georgia. Each party to this Agreement hereby consents to any of those courts' exercise of personal jurisdiction over the party in that type of action and expressly waives all objections the party otherwise might have to that exercise of personal jurisdiction.

27. Legal Fees. In the event either party succeeds in any legal action to enforce the provisions of this Agreement, the losing party will reimburse the prevailing party for its attorneys' fees and costs related to the action, in addition to any other relief obtained by the prevailing party. The award will include an amount for that portion of the prevailing party's administrative overhead reasonably allocable to the time devoted by the prevailing party's in-house legal staff.

28. Construction. The parties acknowledge that each party or its legal counsel have reviewed and made revisions to this Agreement. The rule of construction requiring the resolution of any ambiguities in this Agreement against the drafting party will not apply to the construction of this Agreement or any attachments to this Agreement.

29. Authority. Each individual executing this Agreement in a representative capacity represents and warrants that he or she has the authority to execute this Agreement in the capacity indicated.

30. Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid or ineffective with respect to any Person or circumstance, the holding will not affect the remainder of this Agreement or the application of this Agreement to any other Person or circumstance. If a court of competent jurisdiction holds any provision of this Agreement too broad to allow enforcement to its full extent, the court will have the power and authority to enforce the provision to the maximum extent permitted by law and may modify the scope of the provision accordingly pursuant to an order of the court.

31. Amendment. No amendment to this Agreement will become effective or binding on the parties, unless such amendment is in writing and executed by all of the parties.

32. Counterparts. The parties may execute this Agreement in counterparts, each of which will constitute an original and all of which, when taken together, will constitute one and the same instrument.

33. Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole.

34. Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

35. Definitions. Unless the context of their use in this Agreement requires otherwise, the following words and phrases will have the following meanings when used in initially-capitalized form in this Agreement:

35.1 Development Territory means the cities, counties and other political subdivisions listed below, in accordance with their boundaries as of the date of this Agreement, as shown on Attachment A to this Agreement, less and except any protected radius previously granted by us currently in effect under any existing franchise agreement and as increased or reduced in the future through the renewal of any existing franchise agreement.

35.2 Effective Date means the date we enter immediately below our signature block on this Agreement as the date on which you and we are legally bound under this Agreement, provided that if no such date is entered, then the Effective Date shall be the date on which we execute and deliver this Agreement.

35.3 In Operation means (1) the delivery to us of an executed Franchise Agreement and required Initial Franchise Fee for the Franchised Business, (2) the opening of the Franchised Business to the general public, and (3) the continuous operation of the Franchised Business in accordance with the terms of the Franchise Agreement for the Franchised Business.

35.4 Performance Schedule means the schedule set forth in Section 3 of this Agreement.

36. Your Representations. You represent to us as follows:

36.1 Variances to Other Developers and Franchisees. You understand that other Developers and franchisees may operate under different forms of agreements and, consequently, that our rights and obligations with regard to our various Developers and franchisees may differ materially in certain circumstances.

36.2 This Transaction. You and the persons signing this Agreement for you have full power and authority and have been duly authorized, to enter into and perform or cause performance of your obligations under this Agreement. You have obtained all necessary approvals of your Owners, Board of Directors, and lenders. No executory franchise, license, or affiliation agreement for the Development Territory exists other than this Agreement. Attachment A accurately states the names, addresses, and ownership percentages of your Owners. Your execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree, or security instrument to which you or any of your Owners is a party or is subject. Neither you nor any of your assets or Owners is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date you execute this Agreement and was not within the three years preceding such date, except as disclosed in your franchise application. To the best of your knowledge, neither you, your Owners, your officers, directors, contractors, or employees or anyone else affiliated or associated with you, whether by common ownership, by contract, or otherwise, has been designated as, or are, a terrorist, a "Specially Designated National" or a "Blocked Person" under U.S. Executive Order 13224, in lists published by the U.S. Department of Treasury's Office of Foreign Assets Control, or otherwise.

36.3 No Misrepresentations or Implied Covenants. All written information you submit to us about the Development Territory, you, your Owners, any guarantor, or the finances of any such person or entity, was or will be at the time delivered and when you sign this Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit to state any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between you and us except as expressly stated in this Agreement.

36.4 Independent Investigation. You have conducted an independent investigation of the business contemplated by this Agreement and recognize that it involves substantial business risks, making the success of the venture largely dependent on your background, business acumen, commitment, experience, finances, management skills, qualifications, and resources. You have not received from our Affiliates or us, and have not relied upon, any oral or written, express, or implied projection, representation, warranty, or guaranty regarding the potential sales, revenues, income, profits, or success of the business venture contemplated by this Agreement. You have had the opportunity to consult with independent advisors of your own selection such as a lawyer or accountant before making your decision to sign this Agreement and undertake to develop any Franchised Business.

36.5 No Guarantees of Success. Our representatives and we have not made or communicated to you, and you have not relied upon, any claims of assured or guaranteed success of the business contemplated by this Agreement prior to signing this Agreement. You voluntarily enter into this Agreement and undertake all the terms and conditions thereof without any such inducements, promises, or representations. Without limiting the foregoing, we expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any representations, warranties, or guarantees, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement, or as to the suitability of any selected or proposed Development Territory as a successful area for the development of Franchised Businesses.

36.6 System Updating and Enforcement. You and your Owners acknowledge that retailing of food and beverage products is a highly competitive, innovative market that requires retailers to build, maintain, and update stores to meet changing expectations of consumers. These updates may include changes in technology, merchandising, production methods, resource availability, governmental regulation of food and beverage products, consumer tastes and preferences for products, formulas, services and the customer experience that may require an additional investment, more operating costs, and other economic changes that could affect your business, profitability and method of operation, as described below. Routine maintenance and repairs to maintain the Franchised Business to our System Standards is not considered updating regardless of cost.

36.6.1 You understand and agree that during the Development Term and thereafter during the term of each Franchise Agreement, we may modify the System and any of its components from time to time in its sole discretion as often, and in the manner, that we believe, in our sole discretion, is necessary to best promote the Lviv Croissants Brand, as a chain, to the public. We shall give you written notice of all changes either by supplements to the System Manual, in writing or electrically, or otherwise. You shall, at your own cost and expense, promptly adopt and use only those parts of the System specified by us and shall promptly discontinue the use of those parts of the System which we direct are to be discontinued. You shall not change, modify or alter the System in any way, except as we direct.

36.6.2 You recognize that changes and modifications that we may make to the System may necessitate that you make capital expenditures during the Development Term and the Term of each Franchise Agreement in amounts that we cannot forecast. Nothing in this Agreement limits the frequency or cost of future changes to the System that we may require. You understand and agree that we have no ability to identify with specificity the nature of these future general improvements or their expected cost and you accept the risk that future general improvements may be imposed that will require significant capital expenditures in an amount that is unknown on the Effective Date of this Agreement and that cannot be fully amortized over the period of time then remaining in the Development Term or the Term of each Franchise Agreement.

36.6.3 We may allow other franchises to deviate from the System or the terms and conditions of their agreements with us in individual cases in the exercise of our sole discretion. You understand and agree that you have no right to object to any variances that we may allow to ourselves, our Affiliates or other franchisees, and you have no claim or cause of action against us for not enforcing the standards of the System uniformly. You understand and agree that we have no obligation to waive, make any exceptions to, or permit you to deviate from, the uniform standards of the System. Any exception or deviation that we do allow for you must be stated in a writing executed by us in order to be enforceable against us. Any such exception or deviation will not be transferable or assignable.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, intending to be legally bound, as of the Effective Date.

FRANCHISOR: **LC FRANCHISE GROUP LLC**	**DEVELOPER:** __________________________________
By: ________________________________ Its: ________________________________ Effective Date: _____________________	By: ________________________________ Its: ________________________________ Date: ______________________________

Attachment A

I. Development Territory

II. Your Owners

Name	Address	Telephone	Email	Percentage Ownership

Attachment B

Form of Franchise Agreement

Exhibit C

Forms of Closing Acknowledgement

LC FRANCHISE GROUP LLC
CLOSING ACKNOWLEDGMENT

(NOT FOR USE BY FRANCHISEES OF OR FOR FRANCHISES LOCATED IN CALIFORNIA, MARYLAND, MINNESOTA, VIRGINIA OR WASHINGTON)

DO NOT SIGN THIS DOCUMENT IF YOU ARE A RESIDENT OF MARYLAND OR THE BUSINESS IS TO BE OPERATED IN MARYLAND

As you know, LC Franchise Group LLC, a Wyoming limited liability company ("we" or ″Franchisor″), and you ("you" or "Franchise Applicant") intend to enter into a Franchise Agreement to operate a are preparing to enter into a Franchise Agreement for the establishment and operation of a ″Lviv Croissant Outlet″ franchised business. The purpose of this Closing Acknowledgment is to determine whether any statements or promises were made to you on which you have relied that we have not authorized or that may be untrue, inaccurate or misleading.

If you are intending to purchase an existing Lviv Croissant Outlet from an existing Franchisee, you may have received information from the transferring Franchisee, who are not employees or representatives of the Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee.

Please review each of the following questions and statements carefully and provide honest and complete responses to each.

Are you seeking to enter into the Franchise Agreement along with a purchase or transfer of an existing Lviv Croissant Outlet from an existing Franchisee?

Yes ___ No ___

I had my first face-to-face meeting with a Franchisor representative on _______________ [date].

Acknowledgments and Representations*.

Did you receive a copy of our Franchise Disclosure Document ("FDD") (and all exhibits and attachments) at least 14 calendar days (or at the first personal meeting in Iowa or New York, or least 10 business days if you are in Connecticut, Michigan or New York), before you signed the Franchise Agreement and any Multi-Unit Development Agreement? **Check one: (__) Yes (__) No**. If no, please tell us if and when you received the FDD and when you signed the Franchise Agreement. Please explain why you signed the Franchise Agreement or Multi-Unit Development Agreement before the 14 days expired:

____
____

*Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law, if either or both such laws apply to this transaction.

Did you understand all the information in the FDD and your rights and obligations under the Franchise Agreement and Multi-Unit Development Agreement? **Check one: (__)Yes (__) No**. If no, please comment:

____
____

Did you receive a copy of the Franchise Agreement or Multi-Unit Development Agreement at least 7 days before you signed the Agreement? **Check one: (__) Yes (__) No**. If no, tell us when you received the Franchise Agreement and when you signed it. Please explain why you signed the Franchise Agreement or Multi-Unit Development Agreement when you did:

____
____

Have you studied and reviewed carefully our FDD and the Franchise Agreement (and the Multi-Unit Development if you are signing one) you received? **Check one: (__)Yes (__) No**. If no, please comment:

____
____

Was any oral, written or visual claim, statement, presentation or representation made to you on which you relied in making your decision to sign the Franchise Agreement or Multi-Unit Development Agreement that contradicted the disclosures in the FDD? **Check one: (__) Yes (__) No.** If yes, please explain in detail the oral, written or visual statement, presentation, claim or representation:

____
____

Except for any financial performance representation included as Item 19 in our FDD, did any employee or other person speaking on our behalf make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any Franchised Business franchise, or the likelihood of success at your Franchised Business on which you relied in making your decision to sign the Franchise Agreement? **Check one: (__) Yes (__) No**. If yes, please explain in detail who made and what you understand is the oral, written or visual claim, statement, promise or representation:

____
____

Except for any financial performance representation included as Item 19 in our FDD did any employee or other person speaking on our behalf make any statement or promise regarding the costs involved in operating a franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD on which you relied in making your decision to sign the Franchise Agreement or Multi-Unit Development Agreement? **Check one: (__) Yes (__) No.** If yes, please identify who made the statement or promise and what you understand are the details of the statement or promise.

____
____

Do you understand that the franchise granted in the Franchise Agreement (a) allows you to operate a Franchised Business only at the Franchised Location, (b) prevents us from operating or franchising another Franchised Business only in the Protected Area described in the Franchise Agreement, (c) allows us to operate or franchise a Franchised Business anywhere outside the Protected Area, and (d) allows us to open and operate or authorize any other party to open and operate a Nontraditional Concept Retailer in your Protected Area? **Check one: (__) Yes (__) No**. If no, please comment:

____
____

Do you understand that the Franchise Agreement or Multi-Unit Development Agreement contains the entire agreement between you and us concerning the franchise for the Franchised Business or the development rights we grant to you, meaning that any prior oral or written statements or agreements not set out in the Franchise Agreement, the Multi-Unit Development Agreement or the FDD will not be binding? **Check one: (__) Yes (__) No**. If no, please comment:

____
____

Do you understand that the success or failure of your franchise or Multi-Unit Development business will depend in large part upon your skills and experience, your business acumen, the hours you work, the location you select, your management of your Franchised Business, the prices you set, the local market for a Franchised Business, interest rates, the economy, inflation, the number and competence of employees or contractors you hire and their compensation, competition, financing terms and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you buy or open your franchise may change? **Check one: (__) Yes (__) No.** If no, please comment:

____
____

You understand that your answers are important to us and that we will rely on them. By signing this acknowledgment, you are representing that you have considered each question carefully and responded truthfully to the above questions. If more space is needed for any answer, please continue on a separate sheet, attach it, date it and initial the sheet.

NOTE: IF THE FRANCHISEE IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS GUARANTORS MUST EXECUTE THIS ACKNOWLEDGMENT.

FRANCHISE APPLICANT:

(IF FRANCHISE APPLICANT IS AN INDIVIDUAL):

Signature: ______________________________________

Name: __________________________________
Title: __________________________________
Date: __________________________________

FRANCHISE APPLICANT:

(IF FRANCHISE APPLICANT IS AN CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

____
[Print Name of Franchise Applicant entity]

By: ______________________________

Name: ___________________________
Title: ___________________________
Date: ___________________________

LC FRANCHISE GROUP LLC
CLOSING ACKNOWLEDGEMENT

For use in Minnesota and Virginia only

DO NOT SIGN THIS DOCUMENT IF YOU ARE A RESIDENT OF CALIFORNIA OR THE BUSINESS IS TO BE OPERATED IN CALIFORNIA

DO NOT SIGN THIS DOCUMENT IF YOU ARE A RESIDENT OF MARYLAND OR THE BUSINESS IS TO BE OPERATED IN MARYLAND

As you know, LC Franchise Group LLC, a Wyoming limited liability company ("we" or ″Franchisor″) and you ("you" or "Franchise Applicant") are preparing to enter into a Franchise Agreement for the establishment and operation of a ″Lviv Croissant Outlet″ franchised business. The purpose of this Certificate is to determine whether any statements or promises were made to you we have not authorized or that may be untrue, inaccurate, or misleading.

If you are intending to purchase an existing Lviv Croissant Outlet from an existing Franchisee, you may have received information from the transferring Franchisee, who are not employees or representatives of the Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee.

Please review each of the following questions and statements carefully and provide honest and complete responses to each.

Are you seeking to enter into the Franchise Agreement along with a purchase or transfer of an existing Lviv Croissant Outlet from an existing Franchisee?

Yes ___ No ___

I had my first face-to-face meeting with a Franchisor representative on _______________ [date].

Acknowledgments and Representations*.

Did you receive a copy of our Franchise Disclosure Document ("FDD") (and all exhibits and attachments) at least 14 calendar days (or at the first personal meeting in Iowa or New York, or least 10 business days if you are in Connecticut, Michigan or New York), before you signed the Franchise Agreement and any Multi-Unit Development Agreement? **Check one: (__) Yes (__) No**. If no, please tell us if and when you received the FDD and when you signed the Franchise Agreement. Please explain why you signed the Franchise Agreement or Multi-Unit Development Agreement before the 14 days expired:

____

____

Did you receive a copy of the Franchise Agreement or Multi-Unit Development Agreement at least 7 days before you signed the Agreement? **Check one: (__) Yes (__) No**. If no, tell us when you received the Franchise Agreement and when you signed it. Please explain why you signed the Franchise Agreement or Multi-Unit Development Agreement when you did:

____

____

*Such representations are not intended to, nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law, if either or both such laws apply to this transaction.

Was any oral, written or visual claim, statement, presentation or representation made to you on which you relied in making your decision to sign the Franchise Agreement or Multi-Unit Development Agreement that contradicted the disclosures in the FDD? **Check one: (__) Yes (__) No.** If yes, please explain in detail the oral, written or visual statement, presentation, claim or representation:

____
____

Except for any financial performance representation included as Item 19 in our FDD, did any employee or other person speaking on our behalf make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any Lviv Croissant Outlet franchise, or the likelihood of success at your Lviv Croissant Outlet on which you relied in making your decision to sign the Franchise Agreement? **Check one: (__)Yes (__) No**. If yes, please explain in detail who made and what you understand is the oral, written or visual claim, statement, promise or representation:

____
____

Except for any financial performance representation included as Item 19 in our FDD did any employee or other person speaking on our behalf make any statement or promise regarding the costs involved in operating a franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD on which you relied in making your decision to sign the Franchise Agreement or Multi-Unit Development Agreement? **Check one: (__) Yes (__) No.** If yes, please identify who made the statement or promise and what you understand are the details of the statement or promise.

____
____

Do you understand that the franchise granted in the Franchise Agreement (a) allows you to operate a Lviv Croissant Outlet only at the Franchised Location, (b) prevents us from operating or franchising another Lviv Croissant Outlet only in the Protected Area described in the Franchise Agreement, (c) allows us to operate or franchise a Lviv Croissant Outlet anywhere outside the Protected Area, and (d) allows us to open and operate or authorize any other party to open and operate a Nontraditional Concept Retailer in your Protected Area? **Check one: (__) Yes (__) No**. If no, please comment:

____
____

Do you understand that the Franchise Agreement or Multi-Unit Development Agreement contains the entire agreement between you and us concerning the franchise for the Lviv Croissant Outlet or the development rights we grant to you, meaning that any prior oral or written agreements not set out in the Franchise Agreement, the Multi-Unit Development Agreement or the FDD will not be binding? **Check one: (__) Yes (__) No**. If no, please comment:

____
____

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.

(Signature page follows)

NOTE: **IF THE FRANCHISEE IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS GUARANTORS MUST EXECUTE THIS ACKNOWLEDGMENT.**

FRANCHISE APPLICANT:

(IF FRANCHISE APPLICANT IS AN INDIVIDUAL):

By: ___________________________________

Name: _________________________________
Title: _________________________________
Date: _________________________________

FRANCHISE APPLICANT:

(IF FRANCHISE APPLICANT IS AN CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

____
[Print Name of Franchise Applicant entity]

By: _____________________________

Name: ___________________________
Title: ___________________________
Date: ___________________________

Signed: ______________________________ Signed: __________________________

Print Name: ___________________________ Print Name: ______________________

Date: ________________________________ Date: ____________________________

Exhibit D

Form of Collateral Assignment of Telephone Numbers, Telephone Numbers, Telephone Listings and Internet Addresses

COLLATERAL ASSIGNMENT OF TELEPHONE NUMBERS,
TELEPHONE LISTINGS AND INTERNET ADDRESSES

THIS ASSIGNMENT is entered into this ____ day of ____________ 20__, in accordance with the terms of the Lviv Croissants Franchise Agreement ("**Franchise Agreement**") between ____ ("**Franchisee**") and LC Franchise Group LLC, a ____________ limited liability company ("**Franchisor**"), executed concurrently with this Assignment, under which Franchisor granted Franchisee the right to own and operate a Lviv Croissants Business Franchise located at ____ ("**Lviv Croissants Business**").

FOR VALUE RECEIVED, Franchisee hereby assigns to Franchisor (1) those certain telephone numbers and regular, classified or other telephone directory listings (collectively, the "**Telephone Numbers and Listings**") and (2) those certain Internet Website Addresses ("**URLs**") associated with Franchisor's trade and service marks and used from time to time in connection with the operation of the Lviv Croissants Business at the address provided above. This Assignment is for collateral purposes only and, except as specified herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless Franchisor shall notify the telephone company and/or the listing agencies with which Franchisee has placed telephone directory listings (all such entities are collectively referred to herein as "**Telephone Company**") and/or Franchisee's internet service provider ("**ISP**") to effectuate the assignment pursuant to the terms hereof.

Upon termination or expiration of the Franchise Agreement (without extension of Franchisee's rights to operate the Lviv Croissants Business), Franchisor shall have the right and is hereby empowered to effectuate the assignment of the Telephone Numbers, the Listings and the URLs, and, in such event, Franchisee shall have no further right, title or interest in the Telephone Numbers, Listings and URLs, and shall remain liable to the Telephone Company and the ISP for all past due fees owing to the Telephone Company and the ISP on or before the effective date of the assignment hereunder.

Franchisee agrees and acknowledges that as between Franchisor and Franchisee, upon termination or expiration of the Franchise Agreement, Franchisor shall have the sole right to and interest in the Telephone Numbers, Listings and URLs, and Franchisee appoints Franchisor as Franchisee's true and lawful attorney-in-fact to direct the Telephone Company and the ISP to assign same to Franchisor, and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event, Franchisee shall immediately notify the Telephone Company and the ISP to assign the Telephone Numbers, Listings and URLs to Franchisor. If Franchisee fails to promptly direct the Telephone Company and the ISP to assign the Telephone Numbers, Listings and URLs to Franchisor, Franchisor shall direct the Telephone Company and the ISP to effectuate the assignment contemplated hereunder to Franchisor. The parties agree that the Telephone Company and the ISP may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Telephone Numbers, Listings, and URLs upon such termination or expiration and that such assignment shall be made automatically and effective immediately upon Telephone Company's and ISP's receipt of such notice from Franchisor or Franchisee. The parties further agree that if the Telephone Company or the ISP requires that the parties execute the Telephone Company's or the ISP's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

ASSIGNEE	**ASSIGNOR**
Lviv Croissants	**Franchisee**
By: __________________________________	By:______________________________________
Its: __________________________________	Its:______________________________________

Exhibit E
Form of General Release

GENERAL RELEASE FOR TRANSFER OR RENEWAL

This General Release (the "Release") is made as of the ____ day of ____________, 20___ by and between ____________________, a ______________________ (the "Franchisee") and LC Franchise Group LLC, a Wyoming limited liability company ("Franchisor").

WHEREAS, Franchisee is a party to a certain Franchise Agreement [Multi-Unit Development Agreement] dated _______, 20___ (the "Franchise Agreement") by and between Franchisee and Franchisor; and

WHEREAS, Franchisee desires to sell and assign the Franchise Agreement or transfer the Franchised Business (as defined in the Franchise Agreement) at the Approved Location (as defined in the Franchise Agreement) to a third party in accordance with the transfer provisions of the Franchise Agreement, and Franchisor has approved the application of the transferee to succeed to and become the franchisee of the Franchised Business at the Approved Location; and

WHEREAS, the Franchise Agreement requires that, as a condition to any transfer (as defined in the Franchise Agreement) under the Franchise Agreement, Franchisee and the transferee must first execute a general release of all claims in favor of Franchisor.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements contained herein, the parties covenant and agree as follows:

1. Release of Franchisor. Franchisee hereby releases and forever discharges Franchisor, any subsidiary or affiliate of Franchisor, their respective officers, directors, members, employees, agents, contractors and their respective successors, assigns, heirs and personal representatives from any and all claims, demands, rights and causes of action of any kind that Franchisee now has or hereafter may have on account of or in any way arising out of or related to the offer, sale, administration, performance, default, assignment and termination of the Franchise Agreement. Franchisor and Franchisee mutually intend that this Release shall include, without limitation, claims, demands and causes of action arising out of alleged misrepresentations of any kind or nature whatsoever, alleged breaches of contract (based upon implied, express, estoppel, waiver, or alternative theories of contractual obligation), or breach of any alleged special, trust, agency or fiduciary relationship, whether asserted or proposed to be asserted by way of claim, setoff, affirmative defense, counterclaim, cross-claim or third party claim.

2. No Release of Franchisee. Franchisee is not released from any duty or obligation imposed upon Franchisee by the Franchise Agreement, provided that upon assignment and assumption of the Franchise Agreement by the authorized transferee and delivery of all of the documents and fees required by Franchisor as a condition to the assignment or transfer of the Franchised Business, Franchisee shall have no liability or obligation with respect to any breach of the Franchise Agreement by the transferee arising after the date of transfer or assignment.

3. Survival of Obligations. Franchisee and Guarantor(s) each acknowledge that its obligations under the Franchise Agreement with respect to indemnification, audits (as to accounting periods prior to the Termination Date) and confidentiality of materials disclosed while the Franchise Agreement was in effect, and any other provision that specifies it survives termination of the Franchise Agreement all remain in full force and effect. Franchisee and Guarantor(s) shall contact Franchisor regarding any questions on such surviving obligations. For purposes of this Release, "Confidential Materials" means all materials in all forms, including electronically stored information, that was disclosed to Franchisee and Guarantor(s) in confidence, contains confidential information as described in the Franchise Agreement and the Multi-Unit Development Agreement, if applicable, including without limitation all customer

information subject to any privacy requirements, or by the facts and circumstances attending disclosure, should be considered confidential and proprietary.

4. Non-Competition Covenants. Notwithstanding the foregoing, the post-termination termination covenants against competition set forth in Section 11 of the Franchise Agreement [and Section 13 of the Multi-Unit Development Agreement] shall be in full force and effect from the Issuance Date until their stated expiration date.

5. No Violation of Applicable Law. Notwithstanding the foregoing, this Release does not apply to any claim or cause of action arising under laws governing the offer and sale of franchises to Franchisee or the relationship between Franchisee and Franchisor if the Release would violate or is prohibited by such applicable law.

6. Representations and Warranties. Franchisee and Guarantor(s) each represent and warrant to Franchisor that: (a) Franchisee has reported the Gross Sales of the Franchised Business accurately and correctly calculated the fees due during the Term of the Franchise Agreement; (b) Franchisee, Guarantor(s) and Franchisee's employees, contractors and agents have not used, disclosed or made unauthorized copies of any Confidential Materials, or shared any access codes to electronic information and secure web sites of Franchisor in violation of the Franchise Agreement; (c) no consent of any third party is required for Franchisee to enter into or perform this Release; (d) Franchisee or Guarantor(s) have not filed a lawsuit or arbitration demand against Franchisor, its parent companies or affiliates and have not filed a proceeding, complaint or notice regarding this franchise or Franchisor with any federal, state or local regulatory or law enforcement agency, including without limitation the Federal Trade Commission regarding the Franchise Agreement; (e) Franchisee or Guarantor(s) are not the subject of any pending bankruptcy, receivership, composition, assignment or similar proceeding; (f) Franchisee has obtained the necessary equity owner and governance board authorization to execute and perform this Release; and (g) the persons negotiating and executing this Release on Franchisee's behalf have been duly authorized by its owners and its governance board.

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

8. Future Conduct. Franchisee, on behalf of itself and its owners, agents, contractors, officers, managers, and directors and the Guarantors (collectively, “Franchisee's Representatives”) expressly covenant and agree that each of them shall not, at any time, either orally or in writing or through any other medium (including without limitation through any social media outlet, posting, blog or comment), or any other form of communication, (i) disparage, defame, impugn, assail, or criticize the reputation, integrity, professionalism, or conduct of the Franchisor or its officers, directors, managers, owners, agents, contractors and employees (collectively, “Franchisor's Representatives,”) the franchisees of Franchisor, or any of their representatives, (ii) pursue or promote any action to encourage any of Franchisor’s Franchisees to (1) abandon or terminate their franchise, (2) not pay amounts due to Franchisor, (3) not perform under

any franchise agreement, or (4) not support the Franchisor or any of its programs in any way; or (iii) voluntarily testify or appear as a witness, consultant or expert, or participate as an adverse party to Franchisor, in any civil litigation, arbitration or dispute resolution proceeding against Franchisor or any of Franchisor's Representatives related to the franchise, the business of Franchisor or the System, Franchisee's Representatives may answer truthfully to any inquiry received from a governmental authority or in response to any lawful discovery or subpoena issued in any civil or criminal proceeding. The Franchisee's Representatives and the Franchisor's Representatives will treat each other with mutual respect. Franchisor and the Franchisor's Representatives covenant and agree not to disparage, defame, impugn, assail, or criticize the reputation, integrity, professionalism or conduct of Franchisee and the Guarantors in connection with this franchise. The parties acknowledge that monetary damages may not be sufficient to provide redress to an aggrieved party if the other party breaches this Section, so the parties consent to the entry of injunctive relief to prevent any breach or continuing breach of this Section.

9. Consultation with Counsel. Franchisee and Guarantor(s) acknowledge that each of them has consulted with, or had the opportunity to consult with, legal counsel of their own selection about this Release. Franchisee and Guarantor(s) each understand how this Release will affect your legal rights and voluntarily enter into this Release with such knowledge and understanding.

10. Governing Law; Consent to Jurisdiction. This Release will be governed by and interpreted under Georgia law. The parties hereby consent and waive all objections to the non-exclusive personal jurisdiction of, and venue in, the federal and state court districts in which Franchisor then has its principal place of business, for the purposes of all cases and controversies, which may not be settled through arbitration, involving this Release and its enforcement, and the Franchise Agreement.

11. Attorneys' Fees. The parties agree that the non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this Release or collect amounts owed under this Release.

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

13. Execution in Counterparts. To facilitate execution of this Release by geographically separated parties, this Release and all other agreements and documents to be executed in connection herewith may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures on behalf of each party appear on each counterpart; but it shall be sufficient that the signature on behalf of each party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Release to produce or account for more than a number of counterparts containing the respective signatures on behalf of all the parties hereto. All facsimile executions shall be treated as originals for all purposes.

14. Entire Agreement. This Release constitutes the entire understanding and agreement between the parties with respect to the Franchised Business and the termination of the Franchise Agreement. This Release may not be changed or modified, except by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the date and year first above written.

FRANCHISEE:	FRANCHISOR:
___________________________________	**LC FRANCHISE GROUP, LLC**
By: _____________________________________	By: _____________________________________
Printed Name: ____________________________	Printed Name: ____________________________
Title: ___________________________________	Title: ___________________________________

GUARANTORS:

____
Printed Name:

____
Printed Name:

____
Printed Name:

EXHIBIT F

Form of Non-Disclosure and Non-Use Agreement

NON-DISCLOSURE AND NON-USE AGREEMENT

THIS NON-DISCLOSURE AND NON-USE AGREEMENT (the "***Agreement***") is made and given to Lviv Croissants for the collective benefit of such entity and its affiliates (collectively, "***Company***"), by the undersigned, as of the date set forth below.

BACKGROUND:

In conjunction with exploration of a potential business relationship between the undersigned and the Company (the "***Purpose***"), the undersigned has need of, may become aware of, and/or may come into possession of (i) financial information, business plans, information about the Company's business and/or other non-public information and trade secrets that Company considers confidential or proprietary, (ii) information about a customer of Company that is non-public, confidential, or proprietary in nature, and/or that is protected by law or by order of a court, arbitrator, or other such authority, and/or (iii) information and property held by Company pursuant to a contractual or fiduciary relationship. Company is willing to disclose to the undersigned, or permit the disclosure to the undersigned of, such information and property only upon receipt of the assurances contained within this Agreement, and the undersigned is willing to give such assurances.

NOW, THEREFORE, in consideration of the recitals above and other good and valuable consideration, the undersigned hereby agrees as follows:

1. <u>Definition of Confidential Information</u>

"***Confidential Information***" means any information of any type in any form that (i) is disclosed to or observed or obtained by the undersigned from Company (or from a person the recipient knows or reasonably should assume has an obligation of confidence to Company) in the course of, or by virtue of, the Purpose and (ii) either is designated as confidential or proprietary in writing at the time of such disclosure or within a reasonable time thereafter (or, if disclosure is made orally or by observation, is designated as confidential or proprietary orally by the person disclosing or allowing observation of the information) or is of a nature that the recipient knew or reasonably should have known, under the circumstances, would be regarded by the owner of the information as confidential or proprietary.

For purposes of this Agreement, however, the term "Confidential Information" specifically shall not include any portion of the foregoing (other than information about the health or financial status of any person) that (i) was in the undersigned's possession or knowledge at the time of disclosure and that was not acquired directly or indirectly from Company, (ii) was disclosed to the undersigned by a third party not having an obligation of confidence of the information to any person or body of which the undersigned knew or that, under the circumstances, the undersigned reasonably should have assumed to exist, or (iii) is or becomes (other than by the act or omission of the undersigned) a part of the public domain not under seal by a court of competent jurisdiction.

In the event of any ambiguity as to whether information is Confidential Information, the foregoing shall be interpreted strictly and there shall be a rebuttable presumption that such information is Confidential Information.

Without limiting any other provisions of this Agreement or granting by implication any rights with respect to any particular item, and whether or not otherwise meeting the criteria described herein, the following shall be deemed conclusively to be Confidential Information: (i) all information that the recipient knows or reasonably should know is a trade secret pursuant to applicable law; (ii) any notes, compilations, analyses, or other materials created by or on behalf of the undersigned that contain, describe, or refer to information that is Confidential Information of Company; and (iii) to the extent not generally known to the public or to third parties in the relevant industry, (A) all data, documents, flow charts, logic diagrams, design concepts, technical information, processes, standards, specifications, improvements, inventions, procedures, know-how, formulae, algorithms, source and executable codes, scripts, file layouts, database arrangements, test materials, business concepts and methods, financial information, recipes and preparation instructions for menu items, ingredients, new menu items and the like, sales and marketing information, development plans, business plans, strategies, forecasts, customer lists, customer data, supplier lists, supplier contract and arrangement terms, non-obvious Retailer design, décor, and organization elements, and passwords, entry codes, access sequences, or the like of the Company, (B) all information and property that the recipient knows or reasonably should assume is possessed by Company through a contractual or fiduciary relationship with a third party (including without limitation property possessed or accessible pursuant to a license or other contractual arrangement, information regarding the business of Company's customer or prospective customer, the identity of any third party in a confidential relationship with Company, and information about the health or financial status of any person), and (C) this Agreement (other than the fact of its existence), the identity of Company as a party to this Agreement, and the fact of the parties' Purpose.

Any information otherwise meeting the foregoing definition of "Confidential Information" that was received by the undersigned prior to the date of this Agreement but preliminary to or in contemplation of this Agreement or the Purpose shall be deemed to be Confidential Information.

2. Non-Disclosure of Confidential Information

Except as otherwise specifically authorized by Company in writing, the undersigned shall keep all Confidential Information disclosed to it strictly confidential and shall not disclose (or permit the disclosure by any of its employees, contractors, or agents of) any Confidential Information except as expressly approved in writing by Company or as otherwise permitted under this Agreement; provided, however, that the undersigned may disclose appropriate portions of Confidential Information to those of its employees, contractors, agents, and professional advisors who have a substantial need to know the specific information in question in connection with the Purpose so long as all such persons (i) have been instructed that such Confidential Information is subject to the obligation of confidence set forth by this Agreement and (ii) are bound either by contract, employment policies, or fiduciary or professional ethical obligation to maintain such information in confidence. The foregoing notwithstanding, in the event the undersigned becomes legally compelled to disclose any Confidential Information, the undersigned shall provide Company with prompt notice thereof so that Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if Company waives compliance with the provisions of this Agreement, the undersigned agrees to furnish only the portion of the Confidential Information that it is legally required to disclose, as advised by written opinion of counsel. The undersigned also shall exercise its best efforts to obtain reasonable, reliable assurance that confidential treatment as provided in this Agreement will be accorded to the Confidential Information so disclosed.

3. Non-Use of Confidential Information

The undersigned shall not, in any manner or at any time, use or authorize the use of any Confidential Information except as is necessary to effectuate the purposes of the Purpose.

4. Security of Confidential Information

In addition to any other restrictions or obligations imposed at law, the undersigned will maintain all Confidential Information under secure conditions, using reasonable security measures and in any event not less than the same security procedures used by the undersigned for the protection of its own Confidential Information of a similar kind.

5. Copying of Confidential Information.

Except as otherwise specifically authorized by Company in writing, the undersigned shall not copy or otherwise reproduce any part of any Confidential Information, nor attempt to do so, other than as is necessary to effectuate the purposes of the Purpose. Any embodiments of Confidential Information that may be generated by the undersigned, either pursuant to or in violation of this Agreement, will be deemed the Confidential Information of Company.

6. Proprietary Legends

Except as otherwise specifically authorized by Company in writing, the undersigned shall not remove, obscure, or deface on or from any embodiment of any Confidential Information any proprietary legend relating to Company's rights.

7. Compliance with Export Restrictions

The undersigned shall comply with all applicable laws, regulations, and restrictions relating to the use, handling, disclosure, export, and transfer of the Confidential Information. The undersigned warrants that no technical data furnished to it by Company will be exported from the United States, including without limitation disclosing technical data to a foreign firm, foreign government, or foreign national not lawfully admitted to the United States as a permanent resident, without first (i) obtaining the express written consent of Company in its sole discretion and (ii) complying with all applicable requirements of the International Traffic in Arms Regulations and the Export Administration Act, including without limitation the requirement for obtaining any export license or other approval, if applicable. The undersigned shall not submit any request for authority to export any such technical data without the express written consent of Company in its sole discretion.

8. Term

The obligations of the undersigned pursuant to this Agreement shall continue until three years following the last date that Confidential Information is disclosed to or observed or obtained by the undersigned pursuant to this Agreement; provided, however, that the obligations of the undersigned pursuant to this Agreement with respect to Confidential Information that the recipient knows or reasonably should know is a trade secret pursuant to applicable law shall continue for as long as such information remains a trade secret; and provided, further, that the obligations of the undersigned pursuant to Section 2 of this Agreement shall continue indefinitely.

9. Acknowledgment of Rights

The undersigned acknowledges that, as between Company and the undersigned, all Confidential Information shall be and remain exclusively the property of Company. Nothing contained in this Agreement shall be construed as granting to or conferring upon the undersigned any right, by license or otherwise, expressly or by implication, in respect of any Confidential Information or any applications thereof.

10. No Warranties

The undersigned acknowledges that Company makes no representation or warranty as to the Confidential Information disclosed hereunder, including without limitation any representation or warranty as to accuracy, completeness, or relevance, and any implied such representations and warranties are hereby disclaimed. Company shall have no liability to the undersigned for any use of Confidential Information by the undersigned.

11. Return or Destruction of Confidential Information

At any time or times as may be requested by Company, and in any case within 10 days following the end of the Purpose, the undersigned shall return or permanently and securely destroy all copies and other physical embodiments of the Confidential Information in its possession or under its control and permanently and securely delete any electronic embodiments of the Confidential Information from its computers and storage devices and media. Upon request of Company, the undersigned shall deliver a certificate of an officer of the undersigned that all such Confidential Information has been returned or destroyed.

12. Injunctive Relief

The undersigned acknowledges that the Confidential Information has been and is developed and obtained by Company with considerable effort and expense or subject to legal obligations regarding its confidentiality, that the Confidential Information is unique, secret, and valuable to Company, and that any unauthorized use of Confidential Information by the undersigned, or any disclosure of the same to any third party other than as permitted under this Agreement, would be wrongful, may violate law, and would cause irreparable injury to Company. The undersigned further acknowledges that any breach of this Agreement would cause irreparable harm to Company for which an award of money damages alone would not be an adequate remedy, and the undersigned therefore agrees that Company shall be entitled to specific performance and immediate preliminary and permanent injunctive relief without bond, without the need of proof of actual damages, and without prejudice to any other rights or remedies to which Company may be entitled as a result of a breach of this Agreement. Company shall be entitled to reasonable attorney's fees and costs incurred by it in enforcing its rights under this Agreement. Nothing in this Agreement is intended to or shall be interpreted as diminishing or otherwise limiting Company's rights under applicable law to protect its Confidential Information.

13. No Partnership; No Commitment; No Exclusivity

Except as expressly set forth in a separate written agreement between the undersigned and Company, nothing contained in this Agreement or in any discussions undertaken or disclosures made pursuant hereto shall (i) create any partnership or joint venture as between the undersigned and Company; (ii) be deemed a commitment by the undersigned or Company to engage in any business relationship, contract, or future dealing with of for the benefit of the other, or (iii) limit the right of the undersigned or Company to conduct discussions or engage in any undertaking, whether similar to or different from the Purpose, so long as such discussions or undertaking do not violate this Agreement.

14. Other Provisions

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia (other than its conflicts of law provisions) and venue shall be exclusive in the federal or state courts sitting in Atlanta, Georgia. If any provision of this Agreement is deemed invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable. This Agreement, including any exhibits referred to in this Agreement, all of which form a part hereof, contains the entire understanding of the undersigned and Company with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by the undersigned and Company. No failure or delay in the exercise of any power, right, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right, or privilege preclude the further exercise thereof or of any other right, power, or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by him/herself or its duly authorized representative as of the date shown below.

[Signature block if individual:]

____

(Signature, if individual)

____

(Name written out, if individual)

Date:______________________

[Signature block if entity:]

____

(Company name written-out)

By:______________________________________

(Signature of duly-authorized officer)

Its:_______________________________________

(Title of duly-authorized officer)

Date: ______________________

Exhibit G

Disclosure Document Addenda Required by Certain States

LC FRANCHISE GROUP, LLC
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
PURSUANT TO CALIFORNIA FRANCHISE INVESTMENT LAW

1. This Addendum applies to your Franchise Agreement if and only if (i) your Franchised Location is in the State of California, or (ii) you are domiciled in the State of California.

2. The California Franchise Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document.

3. California enacted AB 1228 (the "Fast Food Chain Restaurant Act" or "FFCRA") that was effective January 1, 2024. As we do not have 60 Outlets open in the United States as of the Issuance Date, FFCRA does not yet apply to our Outlets. We will notify you if and when we determine that our California Outlets will be required to comply with that legislation, and if and when the FFCRA is amended, repealed or not renewed. We augment the disclosures in this Disclosure Document for the FFCRA as follows:

Item	Additional Disclosure
1	The FFCRA establishes a Fast Food Council to increase the hourly minimum wage and to set and set forth requirements, limitations, and procedures for adopting and reviewing fast food restaurant health, safety, and employment standards. The bill would require all standards, rules, and regulations developed by the council to be issued, amended, or repealed, as applicable, in the manner prescribed in the Administrative Procedure Act, but as modified, and would require the council to petition the Occupational Safety and Health Standards Board and the Civil Rights Council if any minimum standards fall within their jurisdiction. You will be obligated to comply with the standards set by the Fast Food Council.
6	If and when the FFCRA applies to California Outlets, we will charge each California Outlet a "Compliance Reimbursement Fee," to reimburse us for the additional costs of our additional training, auditing or monitoring to promote compliance under the FFCRA. This fee is due in a lump sum when invoiced and is payable to us after opening. The Compliance Reimbursement Fees for any year during the Term will not exceed the greater of twice the annual Royalty Fee accrued for the year or $20,000. We may also charge for additional mandatory training in compliance with the FFCRA at the same rate as we charge for Additional On-Site Training, plus reimbursement of travel costs incurred by the trainer. If the Compliance Reimbursement Fee total for

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	any year after the third year of Outlet operation exceeds 10% of Net Sales, either you or we may terminate the Franchise Agreement without penalty.
7	The Fast Food Council has established an hourly minimum wage of $20.00 as of April 1, 2024. The Council may increase the minimum wage once annually beginning January 1, 2025. This will increase your costs of operating the Outlet. The amount of additional funds needed for three months increases by $20,000 and your Total Estimated initial investment for an Outlet located in California will increase to $319,500 for the low amount and $1,026,500 for the High Amount.
11	If and when the FFCRA applies to California Outlets, we may require that you attend additional training in compliance with the FFCRA. We may charge you under the formula for Additional On-Site Training then in effect for that additional training.
17 (d) & 17 (e)	If the Compliance Reimbursement Fee total for any calendar year beginning with the third full calendar year of Outlet operation exceeds 10% of Net Sales for the year, either you or we may terminate the Franchise Agreement without penalty on 60 days' prior written notice given at any time within 90 days after year end.

4. The California Franchise Relations Act, Business and Professions Code Sections 20000 through 20044, as amended ("CFRA") provide rights to franchisees concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the CFRA, the CFRA will control.

5. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

6. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

7. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the Franchise and indemnification for the indemnitees' own negligence and strict liability. These provisions may not be enforceable under California law.

8. Neither we nor any person identified in Item 2 of this Disclosure Document is subject to any currently effective order of any national securities association or national securities

exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A 78a et seq., suspending or expelling such persons from membership in such association or exchange.

9. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.

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

11. Under Section 20022 of the CFRA, we are obligated to purchase from you, upon a lawful termination or nonrenewal of the Franchise Agreement, at the value of price paid, minus depreciation, all inventory, supplies, equipment, fixtures, and furnishings purchased or paid for under the terms of the Franchise Agreement or any ancillary or collateral agreement by the franchisee from us or our approved suppliers and sources, that are, at the time of the notice of termination or nonrenewal, in in your possession or use in the franchise. Certain conditions must be met for this obligation to arise specified in the CFRA. We have the right to receive clear title to and possession of all items purchased from you as a condition of performing this obligation.

12. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

13. Section 31126 of the California Corporations Code requires us to approve or disapprove your franchise application in writing within 60 days of receipt of it. If the application is disapproved, we must include the reasons for disapproval.

14. You must sign a general release if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). CFRA 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20044). We are prohibited from modifying the Franchise Agreement or requiring a general release in exchange for any assistance related a declared state or federal emergency under Section 20044 of the CFRA.

15. 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.

16. Any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher.

17. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Franchise Disclosure Document.

18. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

19. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

20. The following is added to Item 5 of this Disclosure Document:

Based upon the franchisor's financial condition, the California Department of Financial Protection and Innovation has required a financial assurance. We have posted a surety bond to secure our obligations to provide and complete pre-opening services, support, and purchases from us. The surety bond will remain in place until released by the California Department of Financial Protection and Innovation.

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE CALIFORNIA FRANCHISE INVESTMENT LAW

This "Addendum" is made and entered into by and between LC Franchise Group, LLC, a Delaware limited liability company, as franchisor ("Franchisor", "we", "our" or "us"), and __________________, a ______________ ("Franchisee" or "you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. This Addendum applies to your Franchise Agreement if and only if (i) your Franchised Location is in the State of California, or (ii) you are domiciled in the State of California.

2. The California Franchise Relations Act, Business and Professions Code Sections 20000 to 20044 ("CFRA"), provides you with certain rights on termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the CFRA, the CFRA will control.

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

4. Our right to terminate pursuant to Section 9.4(b) of the Franchise Agreement if Franchisee commences bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C.A. 101 et seq.).

5. Sections 5.3, 8.1, 9.6, and 15.5 of the Franchise Agreement contain liquidated damages clauses. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

6. California law may not enforce the choice of Delaware law provision in Section 16.2 of the Franchise Agreement.

7. Notwithstanding any other provision of the Franchise Agreement to the contrary, we may terminate the Franchise Agreement without giving you the right to cure as provided in Section 20021 of CFRA.

8. Under Section 20022 of the CFRA, we are obligated to purchase from you, upon a lawful termination or nonrenewal of the Franchise Agreement, at the value of price paid, minus depreciation, all inventory, supplies, equipment, fixtures, and furnishings purchased or paid for under the terms of the Franchise Agreement or any ancillary or collateral agreement by the franchisee from us or our approved suppliers and sources, that are, at the time of the notice of termination or nonrenewal, in in your possession or use in the

franchise. Certain conditions must be met for this obligation to arise specified in the CFRA. We have the right to receive clear title to and possession of all items purchased from you as a condition of performing this obligation.

9. We reserve the right to notify you at the time we terminate the Franchise Agreement that we will not enforce the post-termination covenant in Section 15.1 and will then have no obligation to purchase any items from you under Section 20022 of CFRA.

10. Notwithstanding any other provision of the Franchise Agreement to the contrary, we may exercise the right to terminate the Franchise Agreement in accordance with CFRA Section 20020.

11. You acknowledge your obligation to provide us with notice of transfer, sale or assignment under CFRA Section 20029.

12. The Franchise Agreement requires you to execute a general release in certain circumstances. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). CFRA Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20044).

13. 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.

14. We are prohibited from modifying the Franchise Agreement or requiring a general release in exchange for any assistance related a declared state or federal emergency under Section 20044 of CFRA.

15. You acknowledge that the Franchise Agreement and all related agreements between you and us are not consumer contracts and are not within the scope of California Civil Code Section 1632. You confirm and agree that all contract negotiations and discussions between us and you have been conducted in the English language and no other language.

16. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the

franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

17. Any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher.

18. When and if we give you notice that you and your Outlet have become subject to the California Fast Food Chain Restaurant Act ("FFCRA"), enacted by Chapter 262 of the Laws of 2023, the following provisions will become effective and continue in full force and effect until the earlier of the expiration of Term or when we give you notice that the FFCRA is no longer in effect for our California Outlets.

    a. You covenant with us to comply with all applicable rules, regulations and standards promulgated under the FFCRA,

    b. We will charge each California Outlet a "Compliance Reimbursement Fee," to reimburse us for the additional costs of our additional training, auditing or monitoring to promote compliance under the FFCRA. This fee is due in a lump sum when invoiced and is payable to us after opening of the Outlet. The Compliance Reimbursement Fees for any year during the Term will not exceed the greater of twice the annual Royalty Fee accrued for the year or $20,000.

    c. We may also charge for additional mandatory training in compliance with the FFCRA at the same rate as we charge for Additional On-Site Training, plus reimbursement of travel costs incurred by the trainer.

    d. If the Compliance Reimbursement Fee total for any calendar year beginning with the third full calendar year of Outlet operation exceeds 10% of Net Sales for the year, either you or we may terminate the Franchise Agreement without penalty on 60 days' prior written notice given at any time within 90 days after year end.

19. The following is added to Item 5 of this Disclosure Document:

    Based upon the franchisor's financial condition, the California Department of Financial Protection and Innovation has required a financial assurance. We have posted a surety bond to secure our obligations to provide and complete pre-opening services, support, and purchases from us. The surety bond will remain in place until released by the California Department of Financial Protection and Innovation.

20. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of California.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

FRANCHISEE

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

SUPPLEMENTAL DISCLOSURE ADDENDUM FOR PROSPECTIVE FRANCHISEES IN THE STATE OF FLORIDA

Total Investment

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

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE FLORIDA FRANCHISE ACT

This "Addendum" is made and entered into by and between LC Franchise Group, LLC, a Delaware limited liability company, as franchisor ("Franchisor", "we", "our" or "us"), and __________________, a ______________ ("Franchisee" or "you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

This Agreement contains covenants not to compete. Both you and we acknowledge and understand that (a) these provisions may or may not be enforceable under applicable Florida law, and (b) if any such provision is determined by a court or agency having valid jurisdiction to be unenforceable under applicable Florida law, then there shall automatically be added to this Agreement a provision as similar in terms to such unenforceable provision as may be possible and legal, valid and enforceable.

The undersigned have executed and delivered this Addendum effective concurrently with the execution and delivery of the Franchise Agreement.

Signed on ______________________________________, 20___.

____

FRANCHISOR

LC FRANCHISE GROUP, LLC

By:_______________________________ Attest:___________________________
Name:
Title:

YOU, AS FRANCHISEE:

By:_______________________________ Attest:___________________________
Name:
Title:

ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO THE ILLINOIS FRANCHISE DISCLOSURE ACT

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

1. The Illinois Franchise Disclosure Act governs the Franchise Agreement.

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

3. 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.

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

5. 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.

6. For information about obtaining a liquor license in Illinois, see: https://www.illinois.gov/ilcc/Pages/Forms-and-Applications.aspx.

7. For information about obtaining TIPS certification in Illinois, see: https://www.tipscertified.com/tips-state-pages/illinois/.

8. See the Liquor Control Act of 1934, 235 ILCS 5/ (West 2018) for Illinois Dram Shop laws.

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE ILLINOIS FRANCHISE DISCLOSURE ACT

This "Addendum" is made and entered into by and between LC Franchise Group, LLC, a Delaware limited liability company, as franchisor ("Franchisor", "we", "our" or "us"), and __________________, a ______________ ("Franchisee" or "you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Illinois law governs the Franchise Agreement.

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

3. 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.

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

5. 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.

6. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Illinois.

[*Signature page follows.*]

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR

LC FRANCHISE GROUP, LLC

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

FRANCHISEE

____

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

ADDENDUM TO THE MULTI-UNIT DEVELOPMENT AGREEMENT
PURSUANT TO THE
ILLINOIS FRANCHISE DISCLOSURE ACT

This "Addendum" is made and entered into by and between LC Franchise Group, LLC, a Delaware limited liability company, as franchisor ("Franchisor", "we", "our" or "us"), and __________________, a ______________ ("Franchisee" or "you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Illinois law governs the Multi Unit Development Agreement.

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

3. 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.

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

5. 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.

6. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Illinois.

[*Signature page follows.*]

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR

LC FRANCHISE GROUP, LLC

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

FRANCHISEE

____

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(J) 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.

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE DEPARTMENT, 670 LAW BLDG., LANSING, MICHIGAN 48913, (517) 373-7117.

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW

This “Addendum” is made and entered into by and between LC Franchise Group, LLC, a Delaware limited liability company, as franchisor (“Franchisor”, “we”, “our” or “us”), and __________________, a ______________ (“Franchisee” or “you”), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K. 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.

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

M. **ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE DEPARTMENT, 670 LAW BLDG., LANSING, MICHIGAN 48913, (517) 373-7117.**

[*Signature page follows.*]

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR
LC FRANCHISE GROUP, LLC

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

FRANCHISEE

____

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

FRANCHISE DISCLOSURE DOCUMENT
ADDENDUM FOR THE STATE OF NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT I OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT THE 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 the "Summary" sections of Item 17(c), titled "Requirements for franchisee [you] to renew or extend," and Item 17(m), entitled "Conditions for franchisor [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 the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled

"Termination by franchisee (you)":

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

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

7. Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest

of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE NEW YORK GENERAL BUSINESS LAW

This "Addendum" is made and entered into by and between LC Franchise Group, LLC, a Delaware limited liability company, as franchisor ("Franchisor", "we", "our" or "us"), and __________________, a ______________ ("Franchisee" or "you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Section 41 of the Franchise Agreement is amended by adding the following sentence at the end of the Section:

   > "However, that all rights arising in Franchisee's favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law, Sections 687.4 and 687.5, be satisfied."

2. Section 46 of the Franchise Agreement is amended by adding the following sentence at the end of the Section:

   > "The foregoing choice of law should not be considered a waiver of any right conferred upon Franchisee by the General Business Law of the State of New York, Article 33."

3. Notwithstanding anything to the contrary in the Franchise Agreement, you shall be permitted to terminate the Franchise Agreement upon any grounds available by law.

4. 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.

All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of New York.

[*Signature page follows.*]

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR

LC FRANCHISE GROUP, LLC

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

FRANCHISEE

____

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO THE VIRGINIA RETAIL FRANCHISING ACT

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

1. The following is added to Item 17(h):

    a. Any provision in any of the contracts that you sign with the Franchisor which provides for termination of the franchise upon the bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).

    b. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act (the "Virginia Act"), it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement and/or the Development Agreement do not constitute reasonable cause, as that term may be defined in the Virginia Act or the laws of Virginia, that provision may not be enforceable.

2. The Virginia Retail Franchise Act, Va. Code Sections 13.1-557 et seq., as amended effective July 1, 2026, prohibits the inclusion of post-termination or post-expiration non-competition covenants in franchise agreements where the franchisee is required to establish or maintain a place of business within the Commonwealth of Virginia. Accordingly, on and after July 1, 2026, the following modifications apply to the Franchise Disclosure Document with respect to Virginia franchisees:

    a. Post-Termination Non-Compete. Any provision described in Item 17 that restricts a franchisee's right to engage in the business of offering, selling, or distributing goods or services at retail following termination or expiration of the franchise agreement is void and unenforceable under Virginia law and shall not apply to franchised businesses in Virginia.

    b. Resale Non-Compete Exception. A covenant not to compete of up to two (2) years in duration may be included in connection with a franchisee's sale of the franchised business. to a third party or back to Franchisor at a mutually agreed-upon price, as permitted by Va. Code Section 13.1-563(B).

    c. Governing Law. To the extent the franchise agreement contemplates or requires the franchisee to establish or maintain a place of business in Virginia, the franchise agreement shall be governed by Virginia law pursuant to Va. Code Section 13.1-559(D).

3. 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.

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE VIRGINIA RETAIL FRANCHISING ACT

This "Addendum" is made and entered into by and between ____________________________________ , a __________________ ("we", "our" or "us"), as franchisor and __________________, a ________________ ("you"), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act (the "Virginia Act"), it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute reasonable cause, as that term may be defined in the Virginia Act or the laws of Virginia, that provision may not be enforceable.

2. You acknowledge that your failure to pay the Initial Franchise Fee when due is a material default under the Franchise Agreement and we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee.

3. You acknowledge that your failure to pay the Initial Franchise Fee when due for a Franchised Restaurant developed under a Development Agreement is a material default under its Franchise Agreement and the Development Agreement, and then we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee. In addition, you will have no right to proceed with developing other Franchised Restaurants, and our obligation to provide services and approvals to under the Development Agreement, shall be suspended until we receive the Initial Franchise Fee then due. No such failure to pay the Initial Franchise Fee when due and the resulting suspension of our performance shall extend any deadline for your performance under the Development Agreement.

4. Effective July 1, 2026, notwithstanding any provision of the Franchise Agreement to the contrary, any provision of the Franchise Agreement that restricts the right of Franchisee to engage in the business of offering, selling, or distributing goods or services at retail after the termination or expiration of the Franchise Agreement is void and will be of no force or effect with respect to Virginia, pursuant to Va. Code Section 13.1-563(A)(4)(as amended effective July 1, 2026).

5. Effective July 1, 2026, nothing in this Addendum shall be construed to limit the enforceability of a covenant not to compete entered into in connection with the sale of the franchised business by Franchisee to a third-party or back to Franchisor at a mutually agreed upon price, provided that such covenant does not restrict the right of such Franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period exceeding two (2) years following the date of such sale, as permitted by Va. Code Section 13.1-563(B).

6. Effective July 1, 2026, pursuant to Va. Code Section 13.1559(D), to the extent the franchise agreement contemplates or requires the franchisee to establish or maintain a place of business in Virginia, the franchise agreement shall be governed by Virginia law.

7. 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. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Virginia.

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR:

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

FRANCHISEE:

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

ADDENDUM TO THE MULTI-UNIT DEVELOPMENT AGREEMENT PURSUANT TO THE VIRGINIA RETAIL FRANCHISING ACT

This "Addendum" is made and entered into by and between ___________________________________ , a __________________ ("we", "our" or "us"), as franchisor and __________________, a ________________ ("you"), as developer, to amend and supplement that certain Multi-Unit Development Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act (the "Virginia Act"), it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute reasonable cause, as that term may be defined in the Virginia Act or the laws of Virginia, that provision may not be enforceable.

2. You acknowledge that your failure to pay the Initial Franchise Fee when due is a material default under the Franchise Agreement and we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee.

3. You acknowledge that your failure to pay the Initial Franchise Fee when due for a Franchised Restaurant developed under a Development Agreement is a material default under its Franchise Agreement and the Development Agreement, and then we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee. In addition, you will have no right to proceed with developing other Franchised Restaurants, and our obligation to provide services and approvals to under the Development Agreement, shall be suspended until we receive the Initial Franchise Fee then due. No such failure to pay the Initial Franchise Fee when due and the resulting suspension of our performance shall extend any deadline for your performance under the Development Agreement.

4. Effective July 1, 2026, notwithstanding any provision of the Franchise Agreement to the contrary, any provision of the Franchise Agreement that restricts the right of Franchisee to engage in the business of offering, selling, or distributing goods or services at retail after the termination or expiration of the Franchise Agreement is void and will be of no force or effect with respect to Virginia, pursuant to Va. Code Section 13.1-563(A)(4)(as amended effective July 1, 2026).

5. Effective July 1, 2026, nothing in this Addendum shall be construed to limit the enforceability of a covenant not to compete entered into in connection with the sale of the franchised business by Franchisee to a third-party or back to Franchisor at a mutually agreed upon price, provided that such covenant does not restrict the right of such Franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period exceeding two (2) years following the date of such sale, as permitted by Va. Code Section 13.1-563(B).

6. Effective July 1, 2026, pursuant to Va. Code Section 13.1559(D), to the extent the franchise agreement contemplates or requires the franchisee to establish or maintain a place of business in Virginia, the franchise agreement shall be governed by Virginia law.

7. 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. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Virginia.

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized representative as of the date of the Franchise Agreement.

FRANCHISOR:

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

DEVELOPER:

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

ADDENDUM TO DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WASHINGTON

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, the multi-unit development agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted

annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

15. Non-solicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

WASHINGTON ADDENDUM
TO THE FRANCHISE AGREEMENT AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, the multi-unit development agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related

agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

15. Non-solicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _______ day of _______________________, 20___.

FRANCHISOR

LC FRANCHISE GROUP, LLC

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

FRANCHISEE

____

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

WASHINGTON ADDENDUM
TO THE MULTI-UNIT DEVELOPMENT AGREEMENT
AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, the multi-unit development agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the multi-unit development agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the multi-unit development agreement or related agreements concerning your relationship with the franchisor. Multi-unit development agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the multi-unit development agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the multi-unit development agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the multi-unit development agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement

under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in multi-unit development agreement or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the multi-unit development agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the f multi-unit development agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the multi-unit development agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the multi-unit development agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the multi-unit development agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

15. Non-solicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a

result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. Prohibitions on Communicating with Regulators. Any provision in the multi-unit development agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _______ day of _______________________, 20___.

FRANCHISOR

LC FRANCHISE GROUP, LLC

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

FRANCHISEE

____

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Exhibit H

Financial Statements

LC Franchise Group LLC

(A Wyoming Limited Liability Company)

Financial Statements with Report of Independent Auditors
October 7, 2024 (Inception) through December 31, 2024

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Report of Independent Auditors

To the Member of
LC Franchise Group LLC:

Opinion
We have audited the accompanying financial statements of LC Franchise Group LLC (the Company), a Wyoming limited liability company, which comprises the balance sheet as of December 31, 2024 and the related statements of operations, member's equity, and cashflows for the year ended December 31, 2024 and the related notes to the financial statements.

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

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

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after June 14, 2025.

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

In performing an audit in accordance with GAAS, we:

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

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

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

DA Advisory Group PLLC

Troy, MI
June 14, 2025

LC Franchise Group LLC
BALANCE SHEET
As of December 31, 2024

		2024
ASSETS		
Current assets:		
Cash and cash equivalents	$	55,085
Total current assets		55,085
Total assets	$	55,085
LIABILITIES AND EQUITY		
Total liabilities		-
Member's equity		55,085
Total liabilities and member's equity	$	55,085

see accompanying notes

LC Franchise Group LLC
STATEMENT OF OPERATIONS
For the Year Ended December 31, 2024

	2024
REVENUE	
Total revenue	$ -
OPERATING EXPENSES	
Bank fee	15
Total operating expenses	15
Net Loss	$ (15)

see accompanying notes

LC Franchise Group LLC
STATEMENT OF CHANGES IN MEMBERS' EQUITY
For the Year Ended December 31, 2024

	Total Member's Equity
BALANCE, January 1, 2024	$ -
Contributions	150,000
Distributions	(94,900)
Net loss	(15)
BALANCE, December 31, 2024	$ 55,085
Member's interest	100%

see accompanying notes

LC Franchise Group LLC
STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2024

	2024
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss	$ (15)
Net cash used in operating activities	(15)
CASH FLOWS FROM FINANCING ACTIVITIES	
Members capital contributions	150,000
Members capital distributions	(94,900)
Net cash provided by financing activities	55,100
Net change in cash and cash equivalents	$ 55,085
Cash and cash equivalents at beginning of year	-
Cash and cash equivalents at end of year	$ 55,085
Total cash and cash equivalents	$ 55,085

see accompanying notes

LC Franchise Group LLC
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2024

1. Organization

LC Franchise Group LLC ("the Company"), a Wyoming limited liability company, was formed August 7, 2024, for the purpose of operating, licensing and franchising the restaurant business of the Member, and otherwise engaging in any lawful act or activity for which limited liability companies may be formed under the laws of the State of Wyoming and engaging in any and all activities necessary or incidental to the foregoing.

For the year ended December 31, 2024, total capital contributions were $150,000 and total capital distributions were $94,900.

2. Summary of significant accounting policies and nature of operations

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

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

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

The Company maintains its cash in bank deposit accounts which could exceed federally insured limits. The Company has not experienced an instance where cash held in the account exceeded insured limits since their inception and have not had losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

Income taxes
Income taxes on Company income are levied on the Members at the individual level. Accordingly, all profits and losses of the Company are recognized at the owner level and there is no need for a tax provision.

Revenue recognition
The Company accounts for revenue using the accounting method prescribed under Accounting Standards Codification 606 ("ASC 606") Topic Franchisors.

Deferred revenue consists of fees paid to the Company when a franchise agreement is signed. This revenue is deferred until all material services or conditions relating to the sale have been substantially performed or satisfied by the Company. Additionally, the Company collects royalty fees and other revenues, which are reported as earned.

3. Litigation

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company. The Company has evaluated contingencies as of December 31, 2024 noting none to disclose.

4. Subsequent events

Subsequent events have been evaluated through June 14, 2025, which is the date the financial statements were available to be issued. No significant events or transactions were identified that would require adjustment to the financial statements or disclosure.

LC Franchise Group LLC

(A Wyoming Limited Liability Company)

Financial Statements with Report of Independent Auditors
December 31, 2025, and 2024

Table of Contents

Report of Independent Auditors

To the Member of
LC Franchise Group LLC

Opinion
We have audited the accompanying financial statements of LC Franchise Group LLC (the "Company"), a Wyoming limited liability company, which comprises the balance sheet as of December 31, 2025, and December 31, 2024, and the related statements of operations, changes in member's equity and cash flow for the year then ended and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025, and December 31, 2024, and the results of its operations and its cashflows for the year ended in accordance with accounting principles generally accepted in the United States of America.

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

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after February 21, 2026.

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstance, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events considered in the aggregate that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

DA Advisory Group PLLC

Troy, MI
February 21, 2026

LC Franchise Group LLC
BALANCE SHEETS
As of December 31, 2025, and 2024

	2025	2024
ASSETS		
Current assets:		
Cash and cash equivalents	$ 10,604	$ 55,085
Accounts receivable	7,004	-
Total current assets	17,608	55,085
Total assets	$ 17,608	$ 55,085
LIABILITIES AND MEMBER'S EQUITY		
Current liabilities:		
Deferred revenue - current portion	4,000	-
Total current liabilities	4,000	-
Noncurrent liabilities:		
Deferred revenue - noncurrent portion	63,292	-
Total noncurrent liabilities	63,292	-
Total liabilities	67,292	-
Member's equity (deficit)		
Total member's equity (deficit)	(49,684)	55,085
Total liabilities and member's equity	$ 17,608	$ 55,085

LC Franchise Group LLC
STATEMENTS OF OPERATIONS
For the Years Ended December 31, 2025 and 2024

	2025	2024
Operating revenues:		
Royalty	$ 24,349	$ -
Franchise fees	208	-
Total revenue	24,557	-
Operating expenses:		
Total operating expenses	84,830	15
Net loss	$ (60,273)	$ (15)

see accompanying notes

LC Franchise Group LLC
STATEMENTS OF CHANGES IN MEMBER'S EQUITY
For the Years Ended December 31, 2025 and 2024

	Total Member's Equity
BALANCE, JANUARY 1, 2024	$ -
Member contributions	150,000
Member distributions	(94,900)
Net loss	(15)
BALANCE, DECEMBER 31, 2024	$ 55,085
Member contributions	155,654
Member distributions	(200,150)
Net loss	(60,273)
BALANCE, DECEMBER 31, 2025	$ (49,684)

see accompanying notes

LC Franchise Group LLC
STATEMENTS OF CASH FLOWS
For the Years Ended December 31, 2025 and 2024

	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$ (60,273)	$ (15)
Adjustment for non cash expense		
Management fee	84,685	-
Change in:		
Accounts receivable	(7,004)	-
Deferred revenue	67,292	-
Net cash provided/used by operating activities	84,700	(15)
CASH FLOWS FROM FINANCING ACTIVITIES		
Member's contributions	70,970	150,000
Member's distributions	(200,151)	(94,900)
Net cash used/provided by financing activities	(129,181)	55,100
Net change in cash and cash equivalents	$ (44,481)	$ 55,085
Cash and cash equivalents at beginning of year	$ 55,085	$ -
Cash and cash equivalents at end of year	$ 10,604	$ 55,085
Total cash and cash equivalents	$ 10,604	$ 55,085

1. Organization

LC Franchise Group LLC (the "Company"), a Wyoming limited liability company, was formed August 7, 2024, for the purpose of franchising the restaurant concept established by the Company's Member, and otherwise engaging in any lawful act or activity for which limited liability companies may be formed under the laws of the State of Wyoming and engaging in any and all activities necessary or incidental to the foregoing.

For the year ended December 31, 2025, and December 31, 2024, total member contributions were \$155,654 and \$150,000, respectively and total member distributions were \$200,150 and \$94,900, respectively.

2. Summary of significant accounting policies and nature of operations

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

Cash and cash equivalents
Cash and cash equivalents include all cash balances on deposit with financial institutions and highly liquid investments with a maturity of three months or less at the date of acquisition. The Company maintains its cash in bank deposit accounts which could exceed federally insured limits. The Company has not experienced an instance where cash held in the account exceeded insured limits since their inception and has not had losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

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

Revenue and expenses
The Company recognizes revenue under the guidance of ASC 606 "Contracts with Customers". The Company's revenue is principally generated through franchise agreements executed with the Company's franchisees. Each franchise agreement is comprised of several performance obligations.

The Company identifies those performance obligations, determines the contract price for each performance obligation, allocates the transaction price to each performance obligation and recognizes revenue when the Company has satisfied the performance obligation by transferring control of the good or service to the franchisee.

When a franchisee purchases a franchise, the Company grants the franchisee the rights to operate in a designated area and to use the proprietary methods, techniques, trade dress, trademarks, and logos ("the license"). The license is considered to be symbolic intellectual property. Revenues related to the license are continuing royalties and branding based on a fixed percentage of revenue for each location.

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

These revenues will be used to continue the development of the Company's brand, the franchise system and provide ongoing support for the Company's franchisees over the term of the agreement. The royalties are billed monthly and are recognized as revenue when earned.

Revenue from initial fees is allocated to the performance obligations in the franchise agreement that are distinct from the territory and license rights. These primarily include training services, opening support services, opening marketing assistance and franchisee acquisition and acceptance. The amount allocated to each identified performance obligation is determined using the expected cost plus a margin approach. Revenue from initial fees is recognized when the performance obligation is satisfied, and control of the goods or service has been transferred to the franchisee. Performance obligations that are normally satisfied by the opening of the franchised business to the public are determined to be earned during the period from the execution of the contract to the opening of the franchised business which is generally less than one year. Unearned initial fee revenues from franchisee acquisition and acceptance will be recorded as deferred nonrefundable revenue and recognized as revenue over the term of the contract which is currently 10 years from the date the franchisee opens the franchise business to the public. Revenue from multi-unit development agreements is recognized over the term of the development agreement.

Disaggregation of revenues
The Company disaggregates revenue from contracts with customers by the timing of revenue recognition by type of revenue, as it believes this best depicts how nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors. During the years ended December 31, 2025, and December 31, 2024, franchise fees were $208 and $0 respectively. The royalties income were recognized as point in time. The total royalty income during the year ending December 31, 2025, and December 31, 2024, were $24,349 and $0 respectively. Refer to Note 3 for more details.

Income taxes
Income taxes on Company income are levied on the Members at the individual level. Accordingly, all profits and losses of the Company are recognized at the owner level and there is no need for a tax provision.

Accounts receivable
Management considers receivables to be fully collectible. If amounts become uncollectible, they are charged to operations in the period in which that determination is made. Accounting principles generally accepted in the United States of America require that the allowance method be used to recognize bad debts; however, the effect of using the direct write-off method is not materially different from the results that would have been obtained under the allowance method. No write-offs were made in the reporting period. As of December 31, 2025, and December 31, 2024, the balance of accounts receivable was $7,004 and $0 respectively.

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

Fair value of financial instruments

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

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

Level 1 Inputs based on quote prices in active markets for identical assets and liabilities.

Level 2 Inputs other than Level 1 quoted prices, such as quoted prices for similar assets and liabilities: quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the asset or liability.

Level 3 Unobservable inputs based on little market or no market activity which are significant to the fair value of the assets and liabilities.

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

3. Disaggregation of revenues

The Company disaggregates revenue from contracts with customers by the timing of revenue recognition by type of revenue, as it believes this best depicts how nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors.

Revenues by timing of recognition were as follows:

	2025	2024
Point in time:		
Royalty	$ 24,349	$ -
Franchise fees	-	-
Total point in time	24,349	-
Over time:		
Franchise fees	208	-
Total over time	208	-
Total revenue	$ 24,557	$ -

4. Contract costs

The Company is reimbursed for all costs incurred to obtain franchise agreements and therefore does not record an asset for acquisition costs. The Company records a liability for deferred revenue associated with the performance obligation of its franchise agreements. During the years ended December 31, 2025, and December 31, 2024, there were no contract balances.

5. Deferred revenue

Deferred revenues are expected to be amortized over the remaining term of the associated franchise agreement. During the year ended December 31, 2025, and December 31, 2024, deferred revenue was $67,292 and $0 respectively.

A summary of deferred franchise revenue as of December 31, 2025, and 2024 is as follows

	2025	2024
Deferred revenue - beginning	$ -	$ -
Additions for franchise fee received	67,500	-
Revenue recognized during the year	(208)	-
Deferred revenue - ending	$ 67,292	$ -

Deferred franchise fee revenue is expected to be amortized over the remaining term of the associated franchise agreement as follows:

Year ending December 31, 2025	
2026	$ 4,000
2027	6,750
2028	6,750
2029	6,750
2030	6,750
Thereafter	36,292
Total	$ 67,292

Year ending December 31, 2024	
2025	$ -
2026	-
2027	-
2028	-
2029	-
Thereafter	-
Total	$ -

6. Management fees

Certain operating expenses, including payroll and legal costs, were incurred directly by the Company's owner. These expenses are reflected in Management fees in the accompanying financial statements. During the years ended December 31, 2025, and December 31, 2024, such expenses amounted to $84,684 and $0 respectively.

7. Commitments and contingencies

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

8. Subsequent events

Subsequent events have been evaluated through February 21, 2026, which is the date the financial statements were available to be issued. No significant events or transactions were identified that would require adjustment to the financial statements or disclosure.

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

LC Franchise Group LLC
Balance Sheet
As of April 30, 2026

	Apr 30, 26
ASSETS	
Current Assets	
Checking/Savings	
BOA #4054	79.25
Total Checking/Savings	79.25
Accounts Receivable	
Accounts Receivable	6,611.00
Total Accounts Receivable	6,611.00
Total Current Assets	6,690.25
TOTAL ASSETS	**6,690.25**
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
Deferred Revenue - noncurrent p	126,876.00
Total Long Term Liabilities	126,876.00
Total Liabilities	126,876.00
Equity	
Members Equity	6,690.25
Retained Earnings	-67,292.00
Net Income	-59,584.00
Total Equity	-120,185.75
TOTAL LIABILITIES & EQUITY	**6,690.25**

LC Franchise Group LLC
Profit & Loss
January through April 2026

	Jan - Apr 26	Jan - Apr 25
Ordinary Income/Expense		
Income		
Franchise Fee	416.00	0.00
Royalty	28,840.96	0.00
Total Income	29,256.96	0.00
Cost of Goods Sold		
Management Fee		
FFFG USA	88,794.96	0.00
Total Management Fee	88,794.96	0.00
Total COGS	88,794.96	0.00
Gross Profit	-59,538.00	0.00
Expense		
Bank Service Charges		
Monthly Fee	16.00	0.00
Wire Transfer Fee	30.00	45.00
Total Bank Service Charges	46.00	45.00
Filing Fees		
GA Corporate Registration	0.00	55.00
Total Filing Fees	0.00	55.00
Total Expense	46.00	100.00
Net Ordinary Income	-59,584.00	-100.00
Net Income	**-59,584.00**	**-100.00**

Exhibit I

State Administrators and Agents for Service of Process

We intend to register this Disclosure Document as a "license" or "franchise" in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in that state:

California
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
(213) 576-7500 or
(866) 275-2677 (Toll Free)

Michigan
Michigan Department of Commerce
Corporations and Securities Bureau
670 Law Building
Lansing, Michigan
(517) 373-7117

South Dakota
Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre SD 57501
(605) 773-3563

Hawaii
Business Registration Division
Securities Compliance
Department of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Minnesota
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

Virginia
State Corporation Commission,
Division of Securities and Retail Franchising
1300 E. Main Street, Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

Illinois
Franchise Division
Office of Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

New York
New York State Department of Law
28 Liberty St., 21st Floor
New York, New York 10005
(212) 416-8222

Washington
Department of Financial Institutions
Securities Division
P. O. Box 9033
Olympia, WA 98507-9033
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

Indiana
Franchise Section
Indiana Securities Division
Secretary of State, Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

North Dakota
Office of Securities Commissioner
600 East Blvd, Fifth Floor
Bismarck, ND 58505
(701) 328-4712

Wisconsin
Division of Securities
Department of Financial Institutions
P. O. Box 1768
Madison, Wisconsin 53701
(608) 266-8559

Maryland
Office of Attorney General
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

Rhode Island
Division of Securities
233 Richmond Street,
Suite 232
Providence, RI 02903-4232
(401) 222-3048

Agents for Service of Process:

California:	Commissioner of Financial Protection and Innovation, 1201 Arena Boulevard, Sacramento, California 95814
Georgia:	Oleh Kindzer, 500 Thrasher St, N.W., Norcross, Georgia 30071.
Hawaii:	Commissioner of Securities, PO Box 40, Honolulu, Hawaii 96810
Illinois:	Illinois Attorney General, 500 South Second Street, Springfield, Illinois 62706
Indiana:	Indiana Secretary of State, 302 W. Washington Street, Indianapolis, Indiana 46204
Maryland:	Maryland Securities Commissioner, 200 St. Paul Place, Baltimore, Maryland 21202
Minnesota:	Commissioner of Commerce, 85 7th Place East, Suite 500, St. Paul, Minnesota 55155
New York:	New York Secretary of State, One Commerce Plaza, 99 Washington Ave., Albany, New York 12231
North Dakota:	Securities Commissioner, 600 East Boulevard, Fifth Floor, Bismarck, North Dakota 58505
Rhode Island:	Director of the Rhode Island Department of Business Regulation, 233 Richmond Street, Providence, Rhode Island 02903
South Dakota:	Director, Division of Insurance, Securities Regulation, 124 S. Euclid, Suite 104, Pierre SD 57501
Virginia:	Clerk of the State Corporation Commission, 1300 East Main Street, First Floor, Richmond, Virginia 23219
Washington:	Director of the Department of Financial Institutions, 150 Israel Road SW, Tumwater, WA 98501; P. O. Box 9033, Olympia, Washington 98507
Wisconsin:	Administrator, Division of Securities, 345 West Washington Avenue, P.O. Box 1768, Madison, Wisconsin 53701-1768
Wyoming:	Rocket Lawyer Corporate Services, LLC, 1912 Capitol Ave., Suite 500, Cheyenne, WY 82001

Exhibit J

Table of Contents of System Manual

TABLE OF CONTENTS

Additional Documents (Appendixes) Include:
- Cleaning Supplies
- Health and Hygiene Documents
- Equipment Specifications, Instructions, and Manuals
- POS and Cashier’s Documents
- Kitchen Instructions: Croissant Baking, Food Labeling, Storage Conditions and Shelf Life; Requirements for Ingredients; Showcase Layout
- Delivery Related Instructions
- Checklists: Daily Checklist; End/Start Shift Checklist; Inventory Checklist;
- Restroom Checklist
- Restaurant Employee Responsibilities per Position
- Recipe Cards: per menu item and kitchen sub-recipe cards

Exhibit K

Names and Addresses of Franchisees

Oleg Zhukovskiy
Golden Crescents LLC
321 Ramsay Way, Suite 110
Kent, WA 98032
206-679-4303

Liliyaj Kovalenko and Andriy Yakymiv
516 Southcenter Mall, Store #588
Tukwila, WA 98188
206-412-8485
206-945-3916

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.

We offer franchises in Washington under a separate franchise disclosure document.

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

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

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

RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT

This Disclosure Document summarizes certain provisions of the Franchise Agreement, Multi-Unit Development Agreement and other information in plain English. Read this Disclosure Document and all agreements carefully.

If LC Franchise Group LLC ("LCFG") offers you a franchise, we must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 days before you sign a binding contract or pay any consideration. Connecticut and Michigan require that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If LCFG does not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and you should report it to the Federal Trade Commission, Washington, D.C. 20580, and the applicable state agency listed on Exhibit E to this Disclosure Document.

LCFG is located at 500 Thrasher St, Apt 2301, Norcross, GA 30071. Our franchise sellers are: Brett Larrabee at 308 Lowerline Street, New Orleans, LA 70118 (952) 353-0199; Oleh Kindzer at 500 Thrasher St, Apt 2301, Norcross, GA 30071 (470) 370-5775; Andrii Galytskyi at 16/1 Rudnenska St., Lviv 79052, Ukraine, +380 67 966 8386; and Yevhen Halytskyy, 16/1 Rudnenska St., Lviv 79052, Ukraine, +380 63 615 0702. Email to the franchise sellers for this offering may be sent to info_us@lvivcroissants.com.

Issuance date: June 4, 2026

LC has authorized the persons listed on Exhibit I to this Disclosure Document to receive service of process for us in and states where our franchise is registered.

I have received this Disclosure Document, dated June 4, 2026 (or the later date set forth for each applicable state on the State Registration page of this Disclosure Document), which includes the following exhibits:

Attachment I Affiliate and Licensed Outlets

A Franchise Agreement and Exhibits including forms of Transaction Details; Automated Clearing House Payment Authorization; Guaranty and Restriction Agreement; Non-Traditional Outlet Addendum; Management Confidentiality and Non-Competition Agreement; Lease Rider; Receipt of System Manual and Confidentiality Agreement

B Multi-Unit Development Agreement

C Closing Acknowledgement

D Collateral Assignment Of Telephone Numbers, Telephone Listings And Internet Addresses

E General Release

F Non-Disclosure and Non-Use Agreement

G	Addenda Required by Certain States
H	Financial Statements
I	State Administrators and Agents for Service of Process
J	Table of Contents of System Manual
K	Names and Addresses of Franchisees

____________________ Date of Signature (do not leave blank)	____________________________________ Signature of Prospective Franchisee (for the prospective franchisee and any corporation, partnership or other business entity having or proposed to have an interest in the franchise or any proposed franchised location) Printed Name: ___________________________

You may return the signed receipt either by signing, dating, and mailing it to Lviv Croissants, 500 Thrasher St, Apt 2301, Norcross, GA 30071 or by emailing a scanned copy of the signed and dated receipt to LCFG at info_us@lvivcroissants.com.

RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT

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If LC Franchise Group LLC ("LCFG") offers you a franchise, we must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 days before you sign a binding contract or pay any consideration. Connecticut and Michigan require that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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Issuance date: June 4, 2026

LC has authorized the persons listed on Exhibit I to this Disclosure Document to receive service of process for us in and states where our franchise is registered.

I have received this Disclosure Document, dated June 3, 2026 (or the later date set forth for each applicable state on State Registration page of this Disclosure Document), which includes the following exhibits:

Attachment I	Affiliate and Licensed Outlets
A	Franchise Agreement and Exhibits including forms of Transaction Details; Automated Clearing House Payment Authorization; Guaranty and Restriction Agreement; Non-Traditional Outlet Addendum; Management Confidentiality and Non-Competition Agreement; Lease Rider; Receipt of System Manual and Confidentiality Agreement;
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J	Table of Contents of System Manual

K Names and Addresses of Franchisees

__________________	____
Date of Signature (do not leave blank)	Signature of Prospective Franchisee (for the prospective franchisee and any corporation, partnership or other business entity having or proposed to have an interest in the franchise or any proposed franchised location)
	Printed Name: ____________________________

You may return the signed receipt either by signing, dating, and mailing it to LC Franchise Group LLC, 500 Thrasher St, Apt 2301, Norcross, GA 30071 or by emailing a scanned copy of the signed and dated receipt to LCFG at info_us@lvivcroissants.com.