FRANCHISE DISCLOSURE DOCUMENT

Main Squeeze Juice Franchising, LLC
A Delaware limited liability company
16220 N. Scottsdale Road, Suite 300
Scottsdale, Arizona 85254
Phone: (504) 322-7055
Email: franchise@mainsqueezejuiceco.com
Website: www.mainsqueezejuiceco.com

Main Squeeze Juice Franchising, LLC offers franchises for the operation of a retail store that offers vegetable and fruit juices, smoothies, cleanses, acai bowls and other health-centric snacks and foods that we authorize.

The total investment necessary to begin operation of a Main Squeeze franchise is $427,050 to $656,500. This includes $57,000 to $77,000 that must be paid to the franchisor or affiliate.

The total investment necessary to begin operation of 3 to 5 Main Squeeze franchises under an Area Development Agreement is $496,050 to $804,500. This includes $126,000 to $225,000 that must be paid to the franchisor or affiliate.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the franchisor at 16220 N. Scottsdale Road, Suite 300, Scottsdale, Arizona 85254 or by phone at (504) 322-7055.

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 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 (the "FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: June 5, 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 "F".
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or EXHIBIT "G" includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Main Squeeze business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Main Squeeze franchisee?	Item 20 or EXHIBIT "F" lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

MICHIGAN

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

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

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

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

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

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

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

(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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

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ITEM 1 FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, "we," "us" and "the Company" mean Main Squeeze Juice Franchising, LLC - the franchisor. "You" means the person who buys a MAIN SQUEEZE JUICE CO.® franchise - the franchisee, and includes your partners if you are a partnership, your shareholders if you are a corporation, and your members if you are a limited liability company.

For purposes of this Disclosure Document, a "Store" refers to a retail store that operates under the MAIN SQUEEZE JUICE CO.® name and offers vegetable and fruit juices, smoothies, cleanses, acai bowls and other health-centric snacks and foods that we authorize from time to time. The term may refer to Stores operated by us, our affiliates, you, or other franchisees.

Corporate Information

Main Squeeze Juice Franchising, LLC is a Delaware limited liability company that was organized on March 22, 2022. Our principal business address is 16220 N. Scottsdale Road, Suite 300, Scottsdale, Arizona 85254. Our telephone number is (504) 322-7055. Our agents for service of process are disclosed in EXHIBIT "A" (for franchise registration states) and EXHIBIT "B" (for all other states). We conduct business under our legal name and the names "Main Squeeze Juice Company" and "Main Squeeze Juice Co.".

Business History

We began offering franchises for Stores and Area Representative Businesses in May 2022. We are not engaged in any business other than offering franchises for Stores and Area Representative Businesses and administering the franchise system. We have never offered franchises in any other line of business. We have never directly owned and operated a Store.

Franchises for Area Representative Businesses are offered under a separate Disclosure Document. As of December 31, 2024, we have sold 1 franchise for an Area Representative Business. A franchisee that operates an Area Representative Business is referred to as an "Area Representative". Area Representatives provide a variety of services, including:

- soliciting, screening and recruiting prospective franchisees
- developing, training, servicing and supporting franchisees with the development and operation of Stores
- inspecting and monitoring Stores to ensure compliance with our standards and requirements

Area Representatives provide these services within a defined development territory. In exchange for these services, we pay each Area Representative commissions based on fees we collect from franchisees located in their development territory. Area Representatives are also required to establish and operate at least 1 Store. Area Representatives operate under the same trademarks licensed to Stores. If you purchase a franchise within an Area Representative's development territory, the Area Representative may provide you with certain initial and ongoing training, support and other assistance. Our current Area Representatives are listed in EXHIBIT "G".

Predecessors

We have the following predecessors:

Name	Principal Business Address
Main Squeeze Juice Company, LLC ("MSJC")	3617 Colette Drive Sulphur, Louisiana 70663
Main Squeeze Juice Company Franchise, LLC ("MSJCF")	5521 Tchoupitoulas Street New Orleans, Louisiana 70115

MSJC opened the first MAIN SQUEEZE JUICE CO.® Store in Lake Charles, Louisiana in 2017. MSJC, which is not affiliated with us, continues to operate this Store as of the issuance date of this Disclosure Document. MSJC has never offered franchises in this or any other line of business.

In 2017, MSJC assigned to MSJCF all intellectual property and assets necessary to franchise the concept nationwide. MSJCF offered Store franchises from August 2017 to April 2022. MSJCF never offered franchises in any other line of business. MSJCF has never directly owned and operated a Store. In 2022, MSJCF changed its legal name from Main Squeeze Juice Company Franchise, LLC to Squeeze Holdings, LLC. Squeeze Holdings, LLC is now one of our parent companies.

Parents

We have the following parent companies:

Name	Principal Business Address
Main Squeeze Juice Holdings, LLC ("MSJH")	16220 N. Scottsdale Road, Suite 300 Scottsdale, Arizona 85254
CCG MSJC, LLC	16220 N. Scottsdale Road, Suite 300 Scottsdale, Arizona 85254
Squeeze Holdings, LLC	916 Elenore Street New Orleans, Louisiana 70115

Affiliates

We do not have any affiliates that offer, or have ever offered, franchises in this or any other line of business. Our parent company, MSJH, supplies our franchisees with text message marketing services and labels for bottles. MSJH has never operated a Store or offered franchises in this or any other line of business. Except for MSJH, we do not have any affiliates that offer goods or services to our franchisees.

Description of Franchised Business

The franchise offered under this Disclosure Document is for a retail store that offers and sells: (a) vegetable and fruit juices, smoothies, cleanses, acai bowls and other health-centric snacks and foods; and (b) branded merchandise and retail items. Some Stores offer drive thru service, although this is not a required component of our franchise model.

In order to save on equipment and facility-related costs, some multi-unit franchisees that operate at least one "traditional" Store also operate a Satellite Store. A "Satellite Store" is smaller in size and does not carry the full line of equipment necessary for a traditional store. A Satellite Store does not require an "X1" juice production machine, which costs approximately $30,000 per unit. Since it has less equipment, the back-of-house area is smaller than a traditional Store (the front-of-house area is the same size as a traditional Store). The franchisee produces juice in bulk quantities from their traditional Store and delivers it to the Satellite Store for sale (similar to a commissary). With the exception of (a) the lack of an X1 machine and (b) a smaller back-of-house area, there are no material differences between a Satellite Store and a traditional Store.

If we award you a franchise, you must sign the form of franchise agreement attached to this Disclosure Document as EXHIBIT "C" (the "Franchise Agreement"). We refer to the franchised business you acquire as your "Business" or your "Store." The Franchise Agreement grants you a license to use certain service marks, trademarks and logos, including THE MAIN SQUEEZE®, MAIN SQUEEZE JUICE CO.® and the associated logos (collectively, the "Marks"). The Marks also include our distinctive trade dress used to identify a Store or the products it sells. The Franchise Agreement also grants you a license to use our proprietary business format and system that was developed for a Store (the "System"). Our confidential Brand Standards Manual (the "Manual") describes the operational aspects of a Store. The Manual includes our MSJC Operations Manual, MSJC Development Manual, MSJC Procurement List and other documents, information and directions, most of which are accessible through our MSJC Shared Drive. You will operate your Store as an independent business using the Marks, the System and the support, guidance and other methods and materials we provide.

Area Development Rights

If you satisfy our criteria for multi-unit developers, we may (but need not) offer you the right to sign the form of Area Development Agreement attached to this Disclosure Document as EXHIBIT "D" (the "ADA"). The ADA

grants you the right and obligation to develop, open and operate multiple Stores within a defined "development territory" according to a predetermined "development schedule". You must develop, open and operate all of the Stores listed in the development schedule. We only grant area development rights to franchisees who commit to develop, open and operate a minimum of 2 Stores. You will sign a separate franchise agreement for each Store you develop. Each franchise agreement will be our then-current form of franchise agreement, which may be different than the form of Franchise Agreement attached to this Disclosure Document.

Market and Competition

The target market for MAIN SQUEEZE JUICE CO.® customers includes health conscious members of the general public. The industry is increasingly competitive and ever changing. Seasonality is typically dependent on climate, as sales tend to be stronger during the year's warmer months and during favorable weather conditions. These businesses are often affected by other factors as well, such as changes in consumer taste, economic conditions, seasonal population fluctuation, and travel patterns, just to name a few. You will compete with various established national and local juice and smoothie companies, and other similar outlets offering juices, smoothies, shots, cleanses, acai bowls and similar offerings, which may or may not have outlets in your area. Some of these businesses are independently owned and operated while others are regional or national chains. Some of our competitors operate under a franchise model.

Laws and Regulations

You must comply with all local, state and federal laws that apply to businesses generally, including laws governing discrimination and sexual harassment in the workplace, smoking in public areas as well as EEOC and OSHA standards. The Americans with Disabilities Act of 1990 requires readily accessible accommodations for disabled people and may affect your building construction, site design, entrance ramps, doors, seating, bathrooms, drinking facilities, etc. Building codes and requirements vary in different jurisdictions and it is important for you and your architect to be aware of and comply with all local laws.

You must comply with minimum wage laws that apply to businesses generally. Some states have enacted minimum wage laws specific to the food and beverage industry. California's Fast Food Minimum Wage law specifically applies to employees working in fast food restaurants that are part of a chain meeting certain criteria. Other states may enact similar legislation in the future.

The United States Department of Agriculture and the Food and Drug Administration regulate the manufacture, labeling and distribution of food products. There may also be local ordinances and regulations governing food storage, preparation and serving. The Food and Drug Administration regulates menu labeling for retail food establishments that are part of a chain of 20 or more locations operating under the same name, regardless of ownership. Many states have enacted similar state laws governing menu labeling and disclosure of nutritional content. Some state and federal laws prohibit false or misleading statements regarding the health or nutritional value of food or beverage items (such as "low calorie" or "fat free") on menus and in advertising.

You must comply with federal, state and local health and sanitation laws and licensure requirements applicable to food establishments, including laws that require food handlers to have certain inoculations and/or food service permits. Health laws are intended, in part, to reduce food borne illnesses and may cover such issues as:

- requiring employees to take a test and obtain a license as a food service worker
- having accessible sinks and bathrooms for certain size establishments
- inspections for cleanliness and sanitation standards, including equipment cleaning, food storage and packaging, ingredients utilized, refrigeration requirements, etc.

The Payment Card Industry Data Security Standard ("PCI") requires that all companies that process, store, or transmit credit or debit card information maintain a secure environment. PCI applies to all organizations or merchants, regardless of size or number of transactions, that accepts, transmits or stores any cardholder data.

There may be other local, state and/or federal laws or regulations that apply to your Business. We strongly suggest that you investigate these laws before buying this franchise.

ITEM 2 BUSINESS EXPERIENCE

Jennifer Dodd – Chief Executive Officer

Jennifer Dodd has been our Chief Executive Officer since March, 2024. Her other employment positions during the past 5 years include the following:

Employer Name	Location	Title	Time Period
The Tree Top Group, LLC	Gadsden, Alabama	CEO & Founder	Nov 2023 to Mar 2024
K-12 by Elior	Charlotte, North Carolina	VP of Operations	May 2020 to Oct 2023

Area Representatives

The employment history of our Area Representatives is disclosed in EXHIBIT "G".

ITEM 3 LITIGATION

Nautilus Food Company, LLC, et al. v. Main Squeeze Juice Franchising, LLC, et al., American Arbitration Association, Case No. 01-24-0006-0617; ***Main Squeeze Juice Franchising, LLC et. al. v. Nautilus Food Company LLC, et. al.***, Case No. 3:25-cv-00061-TJC-LLL (M.D. Fla.)

On June 19, 2024, Spencer Turner, Ronald Turner and Nautilus Food Company, LLC (collectively, "Claimants") filed a demand for arbitration (the "Arbitration Matter") against us, Squeeze Holdings, LLC (our parent and predecessor), MSJH (our parent), CCG MSJC, LLC (our parent), Conscious Capital Growth, LLC, Thomas Nieto (our former CEO), Jeff Drost and Jessie Williams (our former VP of Operations and Training) (collectively, "Respondents"). On March 27, 2020, Claimants entered into 10 franchise agreements with our predecessor, Squeeze Holdings. These franchise agreements were later assigned to us. Claimants' allegations in this matter primarily related to the offer and sale of the franchise, which took place prior to the acquisition of our franchise system by Respondents CCG MSJC, LLC and Conscious Capital Growth, LLC.

Claimants allege that Respondents: (1) violated the Florida Franchise Act by providing financial disclosures and projections that allegedly lacked a reasonable basis, inducing Claimants to sign franchise agreements under false pretenses, causing them to suffer losses; (2) engaged in unfair and deceptive practices, as defined by the Florida Deceptive and Unfair Trade Practices Act and the Louisiana Unfair Trade Practices and Consumer Protection Law, by providing misleading information about the franchise that was unethical, damaging and caused them to suffer losses; (3) intentionally misrepresented critical information about the franchise's financial health and prospects, and negligently provided false information, that induced Claimants to sign franchise agreements and caused them to suffer losses; (4) breached express and implied terms of their franchise agreements by failing to act in good faith in supporting franchisees; and (5) intentionally caused the franchisor to breach its agreements with Claimants or made performance under these agreements more difficult, without justification, which caused them to suffer losses. Claimants sought: (a) rescission and/or restitution and actual damages from all Respondents for losses allegedly exceeding $2,000,000; (b) punitive damages specifically against certain Respondents for their conduct; (c) compensation for attorney's fees, costs, and disbursements as the prevailing party; and (d) any other relief deemed just and equitable. Subsequent to filing of the Arbitration Matter, we terminated all 10 of Claimants' Franchise Agreements on the basis of certain alleged breaches committed by Claimants.

On January 17, 2025, subsequent to termination of the Franchise Agreements, we and Main Squeeze Juice IP, LLC (which is the entity that owns the Marks) filed a lawsuit (the "Litigation Matter") against Claimants in the United States District Court for the Middle District of Florida for breach contract, trademark infringement and unfair competition under federal and state law. We and Main Squeeze Juice IP, LLC sought preliminary and permanent injunctive relief and recovery of attorneys' fees. On February 28, 2025, the Court entered a Consent Order against Claimants granting the requested preliminary and permanent injunctive relief.

On March 25, 2025, the parties signed a settlement agreement pursuant to which: (a) Claimants and Respondents (and Main Squeeze Juice IP, LLC) mutually released each other from all claims; (b) the Arbitration Matter and Litigation Matter, and all associated claims, were dismissed; (c) our insurance carrier agreed to pay $500,000 to

Claimants within 10 business days of settlement; and (d) the parties agreed to comply with certain non-disparagement and confidentiality obligations.

Except for the 1 action disclosed above, no litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

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

ITEM 5 INITIAL FEES

Initial Franchise Fee

You must pay us a nonrefundable $49,500 initial franchise fee at the time you sign the Franchise Agreement by check or wire transfer. Qualified veterans receive a 20% discount on the initial franchise fee (the initial franchise fee is reduced to $39,600). "Qualified veteran" means an honorably discharged United States veteran with a DD Form 214. The veteran's discount cannot be combined with any other discounts and is not applicable to area development deals unless the developer only commits to open 2 Stores (in which case an $19,800 discount will be applied to the development fee). Area Representatives receive a 50% discount on the initial franchise fee. The initial franchise fee is uniformly imposed except as otherwise disclosed for the veteran's discount.

Initial Training Fee

You pay us a nonrefundable initial training fee when you sign the lease or purchase agreement for the Store. The initial training fee is: (a) $10,000 if you are purchasing your first Store; or (b) $5,000 if you are purchasing your second of subsequent Store. The initial training fee is uniformly imposed.

Initial Supply of Labels

Prior to opening, you must purchase your initial supply of bottle labels from MSJH. We estimate the total purchase price will be $2,500. The purchase price is nonrefundable and uniformly imposed.

Project Management Fee

You must hire the company we designate (the "Project Manager") to provide project management services relating to the design, construction and development of your Store (the "Project Management Services"), including assistance with:

- developing a preliminary layout and design for your Store
- coordinating with your architect and reviewing construction plans and permits
- preparing bids and selecting your general contractor
- monitoring construction progress
- supporting the scheduling and installation of signage, furniture, fixtures and equipment

Most of the underlying services are provided by outside suppliers and you pay these suppliers directly for their services. The Project Manager's role is to oversee and coordinate with the various members of your development team (architects, engineers, general contractor, etc.) in an effort to manage the overall Store development process and allow you to open as quickly as possible. In most instances, we anticipate designating an unaffiliated real estate company to serve as the Project Manager. However, we reserve the right to designate ourselves as the Project Manager.

When you sign the lease or purchase agreement for the Store, you pay the Project Manager a nonrefundable $15,000 project management fee. You pay the fee to us (if we serve as Project Manager) or to a third party (if we designate a third party to serve as Project Manager). The project management fee is uniformly imposed.

Development Fee

If you are an area developer, you pay us a nonrefundable development fee when you sign the ADA. The development fee includes the initial franchise fee for each Store you commit to develop. The amount of the initial franchise fee for each Store varies in accordance with the following table:

Number of Stores Purchased	Initial Franchise Fee
2 Stores	$49,500 per Store
3 to 5 Stores	$39,500 per Store
6 or more Stores	$34,500 per Store

For example, if you purchase the right to develop 2 Stores you pay us a $99,000 development fee (2 X $49,500) but if you purchase the right to develop 4 Stores you pay us a $158,000 development fee (4 X $39,500). You do not pay us any additional initial franchise fees when you sign Franchise Agreements for these Stores. We expect most area developers will purchase the right to develop between 3 and 5 Stores, which translates to development fees ranging from $118,500 to $197,500.

Qualified veterans who sign an ADA for the development of 2 Stores receive an $19,800 discount on the development fee, resulting in a discounted development fee of $79,200. The veteran's discount does not apply to veterans who sign ADAs for the development of 3 or more Stores. The development fee is uniformly imposed except as otherwise noted with respect to the veteran's discount.

ITEM 6 OTHER FEES

TYPE OF FEE [1]	AMOUNT [2, 3]	DUE DATE	REMARKS
Royalty Fee	6% of Gross Sales	Day we specify after end of reporting period (currently Friday after end of the weekly reporting period)	Our current reporting period runs Wednesday through Tuesday. Each Wednesday we send you an invoice for royalty fees owed based on Gross Sales data entered into your POS system. You have 48 hours to notify us of any errors before we debit your account on Friday for the royalty fee. We may change the reporting period and royalty fee due date upon 30 days' prior notice.
Brand Fund Fee	2% of Gross Sales	Same as royalty fee	We deposit this fee into a Brand Fund. You have no voting rights pertaining to the administration of the Brand Fund, the creation or placement of advertising, or the amount of the brand fund fee.
In-House Marketing Fee	$500 per month plus Advertising Costs incurred during prior month	1st day of month for prior months' services (first payment prorated based on opening date)	See Note 4. We reserve the right to transition these services to a third party. If that occurs, you stop paying us this fee and we stop providing the marketing services covered by this fee.
Local Marketing Commitment	*[12 Months After Opening]* Greater of $1,500 per month or 2% of Gross Sales *[Remainder of Term]* 2% of Gross Sales	Monthly, as incurred	This is the minimum amount you must spend to advertise your Store in your local market (the "Local Marketing Commitment"). This amount is in addition to the Brand Fund Fees and In-House Marketing Fees you pay us. You must send us monthly advertising expenditure reports.
Cooperative Advertising Fee	Determined by Cooperative (up to 2% of Gross Sales)	Same as royalty fee	Company-owned outlets have the same voting power as franchised outlets in a cooperative. If a majority of outlets are company-owned, we will not increase the fee without the majority vote of franchised outlets in favor of the fee increase. Cooperative advertising fees are credited against your Local Marketing Commitment.

TYPE OF FEE [1]	AMOUNT [2, 3]	DUE DATE	REMARKS
Additional Training or Assistance Fee	$500 per person per day (plus Travel Expenses for onsite training)	10 days after invoice	Payable for each person who attends (a) initial training after you open (new Managing Owner or manager), (b) repeat training (after failing a prior attempt), (c) refresher or supplemental training, (d) remedial training or (e) training you request. You must also reimburse our Travel Expenses if we train you onsite at your Store.
Conference Registration Fee	Up to $750 per person per conference, or $1,000 non-attendance fee if you miss a required conference without approval)	10 days after invoice	We may hold conferences to discuss matters affecting franchisees. Attendance is mandatory unless we designate attendance as optional or waive your obligation to attend for good cause.
Technology Fee	Up to 1% of Gross Sales plus $600 per month (currently 1% of Gross Sales plus applicable text message fees - see Note 5)	Same as royalty fee	Includes amounts you pay us or our affiliate for Technology Systems, including (a) amounts you pay for proprietary items (b) amounts we collect from you and remit to third parties and (c) an administrative fee for managing the technology platform and negotiating/managing relationships with various licensors of the technology. It does not include amounts you pay to third parties.
System Program Fees	Up to $70 per month per program (not currently imposed)	10 days after invoice or as we otherwise specify	You must participate in client loyalty or gift card programs we establish and pay required fees and program contributions to us or a third party to administer the program. The fees listed in this row only apply if we collect the fees.
Relocation Fee	$5,000 (increased to $15,000 if we serve as Project Manager)	At time we approve relocation	Imposed if we approve your request to relocate your Store. Higher fee applies if we serve as Project Manager for your new Store.
Renewal Fee	50% of then-current initial franchise fee for a 1st Store	At time you sign renewal agreement	Imposed if you renew your franchise rights by signing a renewal Franchise Agreement.
Transfer Fee	*[Franchise Agreement]* 75% of then-current initial franchise fee for a 1st Store (reduced to 50% if buyer is an existing franchisee) *[ADA]* $15,000	Before Transfer	You pay the transfer fee for all Transfers other than Permitted Transfers. If our broker finds the buyer, you must also reimburse all commissions we pay the broker.
Product Purchases	Varies depending on item purchased	10 days after invoice	MSJH is our designated supplier for bottle labels. We and our affiliates may serve as System suppliers for other goods or services in the future.
New Product or Supplier Testing	Cost of testing (estimated to range from $250 to $500 per test)	10 days after invoice	This covers the costs of testing new products or inspecting new suppliers you propose.
Reimbursement of Quality Assurance Program Costs	Actual cost paid to company we hire	10 days after invoice	If we hire a person or company to inspect your Store you must reimburse all amounts we pay them for the inspection. We currently cover the cost of MeazureUp, but reserve the right to pass these costs through to franchisees in the future.

TYPE OF FEE [1]	AMOUNT [2, 3]	DUE DATE	REMARKS
Reimbursement of Reinspection Costs	All Travel Expenses and other costs we incur to inspect your Store	10 days after invoice	Imposed if we inspect your Store to verify that you cured a (a) health or safety issue identified by a government agency or (b) breach of system standards we brought to your attention. Also imposed if you fail a compliance audit. This is in addition to any required remedial training fee.
Audit Costs	Actual cost of audit, (including Travel Expenses for audit team)	10 days after invoice	Imposed if an audit (a) is necessary because you fail to send us required information or reports in a timely manner or (b) reveals you understated Gross Sales by 2% or more.
Late Fee	$100 plus default interest at lesser of 18% per annum (prorated on daily basis) or highest rate allowed by law	10 days after invoice	If a check you issue is returned or a debit of your account is rejected due to insufficient funds, we may charge you (in addition to the late fee) a $50 NSF fee.
Noncompliance fee	Up to $500 per incident	Upon demand	Imposed if you breach a mandatory standard or operating procedure (including submission of required reports) and fail to cure within the time period we require. We may impose an additional $500 fee every 48 hours the breach remains uncured after we impose the initial fee. We deposit these fees into the Brand Fund.
Default Reimbursements	All costs we incur to cure your default plus administrative fee equal to 10% of such costs	10 days after invoice	If you fail to cure a breach of the Franchise Agreement or our brand standards in the time period we require, we may take steps to cure on your behalf and you must reimburse us for our costs (examples include failure to pay suppliers, maintain insurance or meet quality standards).
Management Fee	$500 per day plus Travel Expenses	10 days after invoice	If you fail to cure a Franchise Agreement default or the Managing Owner dies, we can designate a person to manage your Store until the default is cured or Managing Owner replaced.
Indemnification	Amount of our damages, losses or expenses	10 days after invoice	You must indemnify us for losses and expenses we incur due to your operation of the Store or breach of the Franchise Agreement.
Attorneys' Fees and Costs	Amount of attorneys' fees and costs we incur	Upon demand	You must reimburse all attorneys' fees and costs we incur relating to your breach of the Franchise Agreement or any related agreement.
Liquidated Damages	Sum of average weekly royalty and brand fund fees multiplied by lesser of (a) 104 or (b) number of weeks left on term	30 days after invoice	Imposed if we terminate due to your default or you terminate in any manner not permitted by the Franchise Agreement.

Notes:

1. Nature and Manner of Payment: All fees are imposed by and payable to us except: (a) you pay the cooperative advertising fee directly to the cooperative (we may instead require you to pay this fee to us, in which case we remit the fee to the cooperative on your behalf); (b) you spend the Local Marketing Commitment directly with third-party suppliers; and (c) you pay the Text Message Fees (which are part of the technology fee) to MSJH (or we may collect these fees from you and remit them to MSJH). All fees are nonrefundable and uniformly imposed. You must sign the ACH Authorization Form attached to the Franchise Agreement that permits us to electronically debit your designated bank account for all amounts owed to us and our affiliates (other than fees due less than 15 days after signing the Franchise Agreement). You must deposit all Gross Sales into the bank account and ensure sufficient funds are available for withdrawal before each due date. You are

responsible for all taxes imposed on you or us based on products, intangible property (including trademarks) or services we provide to you.

2. Definitions: As used in this Disclosure Document, the following terms have the meanings below:

   "***Brand Fund***" means the brand and system development fund we currently administer to promote public recognition of our brand and improve our System.

   "***Gross Sales***" means all amounts that you charge, invoice or collect from all goods and services you sell, including on-premises and off-premises sales, whether in the form of cash, check, credit card, debit card, barter, exchange or otherwise, and regardless of collection. Gross Sales also includes any other amounts you may collect in relation to your Store, such as advertising revenues, sponsorship fees or business interruption insurance proceeds. Gross Sales excludes: (a) sales or use taxes; (b) authorized coupon or other promotional discounts you provide to your customers; (c) revenue from the sale of furniture, fixtures or equipment in the ordinary course; or (d) tips paid to staff. The Manual may include policies governing the calculation of Gross Sales relating to: (a) proceeds from the sale of gift cards; and/or (b) qualifying purchases and redemptions by members under loyalty programs.

   "***Managing Owner***" means the owner you appoint and we approve with primary responsibility for the overall management and operation of your Store.

   "***Permitted Transfer***" means a Transfer: (a) between existing owners; or (b) by the owners to a new business entity that is 100% owned and controlled by the transferring owners. It does not include a Transfer described in (a) or (b) that results in the Managing Owner no longer owning a material ownership interest in the franchised business.

   "***Technology Systems***" means all information and technology systems we designate, including point-of sale and computer systems, kiosk self-ordering systems, online ordering systems, telecommunications systems, webcam systems, security systems, music systems and similar systems, together with the associated hardware, software (including cloud-based software) and related equipment, applications and third-party services relating to the establishment, use, maintenance, monitoring, security or improvement of these systems.

   "***Transfer***" means a transfer or assignment of: (a) the Franchise Agreement or ADA; (b) the Store's assets (other than the sale of fixtures or equipment in the ordinary course); (c) an ownership interest in the entity that is the "franchisee" or "area developer"; or (d) the franchised business you conduct under the Franchise Agreement or ADA.

   "***Travel Expenses***" means all travel, meals, lodging, local transportation and other living expenses incurred: (a) by us and our trainers, field support personnel, auditors or other representatives to visit your Store; or (b) by you or your personnel to attend training programs or conferences.

3. CPI Adjustments: All fees (and minimum fees) expressed as a fixed dollar amount are subject to adjustment based on changes to the Consumer Price Index in the United States (CPI). We may periodically review and increase these fees up to the increase in the CPI, but only if the increase to CPI is more than 5% higher than the corresponding CPI in effect on: (a) the effective date of the Franchise Agreement (for the initial fee adjustment); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). We will notify you of any CPI adjustment at least 60 days before it goes into effect. We may implement no more than 1 fee adjustment during any 5-year period.

4. In-House Marketing Fee: Once your Store opens, you must begin paying us a monthly In-House Marketing Fee of $500 per month. Our in-house marketing team uses these funds for a variety of purposes, including:

   - providing support with pre-opening marketing, including assistance planning and coordinating "Friends and Family" event and grand opening
   - preparing advertising materials for your use
   - managing your Instagram social media account (you manage your other social media accounts)
   - creating your Facebook, Google My Business and Yelp pages (you are the primary manager of those pages

after they are created)

- creating custom Facebook posts for your Store (you manage boosting posts)
- developing a marketing content calendar
- providing you with access to certain social media data analytics
- conducting monthly marketing meetings and strategy sessions
- providing suggestions for Store giveaways, promotions and custom events
- supporting SMS marketing campaigns (you are responsible for scheduling and managing campaigns)

The In-House Marketing Fee does not include the advertising costs associated with individual marketing platforms or the marketing spend paid to third-parties ("Advertising Costs"). On a quarterly basis, our marketing team meets with you to establish a mutually agreed upon monthly budget for Advertising Costs for the ensuing 3-month period. Each month, we will invoice you for all Advertising Costs we pay on your behalf during the prior month. All Advertising Costs paid by you will be credited towards your Local Marketing Commitment. The In-House Marketing Fees, however, are not credited towards your Local Marketing Commitment. We may change the marketing we services we provide in exchange for the In-House Marketing Fee at any time upon written notice to you or through updates to the Manual.

5. Technology Fee: As of the issuance date of this Disclosure Document, we charge a technology fee that consists of the sum of the following components:

   - POS System Licensing Fee – 1% of monthly Gross Sales
   - Text Message Fee – charged for each SMS message sent and varies based on the number of text messages sent in a given month in accordance with the following table:

Number of Texts (measured monthly)	Fee per Text*
0 to 9,999	2.5 cents per text
10,000 to 19,999	2.0 cents per text
20,000 to 29,999	1.5 cents per text
30,000 to 39,999	1.25 cents per text
40,000 or more	1.0 cent per text

   * In the past year, most Stores paid monthly text message fees ranging from $150 to $400 per month. The text message fees are paid to MSJH unless we choose to collect these fees and remit them to MSJH. These fees are subject to change based on changes to the pricing imposed by the third-party provider of the services.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT				
TYPE OF EXPENDITURE	AMOUNT [1]	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	$49,500	Lump sum	At time you sign Franchise Agreement	Us
Initial Training Fee [2]	$5,000 to $10,000	Lump sum	At time you sign lease or purchase agreement	Us
Training Expenses [3]	$2,500 to $4,500	As incurred	Before & during training	Hotels, Restaurants & Airlines
Real Estate Management Fee [4]	$5,000	As incurred	At time you sign lease or purchase agreement	Supplier

YOUR ESTIMATED INITIAL INVESTMENT				
TYPE OF EXPENDITURE	**AMOUNT** [1]	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
Project Management Fee [5]	$15,000	Lump sum	At time you sign lease or purchase agreement	Project Manager (either us or third-party we designate)
Site Survey [6]	$2,000 to $3,000	Lump sum	Before you sign lease or purchase agreement	Supplier
Lease Deposit & Rent [7] (3 months)	$14,000 to $24,000	Lump sum	Monthly, lease deposit paid before opening	Landlord
Architect Fees [8]	$9,850 to $19,000	As arranged	Before construction	Architect
Construction & Leasehold Improvements [9]	$150,000 to $254,000	As incurred	Before opening	Contractor & suppliers
Exterior Signage [10]	$4,000 to $15,000	Lump sum	Before opening	Suppliers
Technology Systems [11]	$12,500 to $17,000	Lump sum	Before opening	Suppliers
Furniture, Fixtures & Equipment [12]	$94,200 to $141,000	As arranged	Before opening	Suppliers
Graphics & Marketing Material [13]	$5,500 to $8,500	As arranged	Before opening	Suppliers
Opening Inventory [14]	$6,000 to $13,500	As arranged	Before opening	Suppliers
Packaging and Supplies [15]	$6,000 to $8,000	As arranged	Before opening	Suppliers & MSJH
Food Safety / First Aid [16]	$1,000 to $2,000	As arranged	Before opening	Suppliers
Preopening Marketing & Public Relations Fee [17]	$25,000 to $30,000	Lump sum	Before opening & 90 days after opening	Suppliers
Miscellaneous Expenses [18]	$1,500 to $3,500	As arranged	Before opening	Suppliers
Utility Deposits	$500 to $1,500	Lump sum	Before opening	Utility companies
Licenses and Permits	$1,000 to $2,000	As incurred	Before opening	Government agencies
Professional Fees [19]	$1,000 to $3,000	Lump sum	Before opening	Lawyer & accountant
Insurance [20]	$1,000 to $2,500	Lump sum	Before opening	Insurance Companies
Additional Funds [21] (3 months)	$15,000 to $25,000	As incurred	As incurred	Suppliers, Employees & Us
Total Initial Investment [22]	$427,050 to $656,500			

The table below estimates the initial investment for the purchase of area development rights for 3 to 5 Stores.

YOUR ESTIMATED INITIAL INVESTMENT				
TYPE OF EXPENDITURE	**AMOUNT** [1]	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
Development Fee [23]	$118,500 to $197,500	Lump sum	At time you sign ADA	Us
Initial Investment to Open Initial Store	$377,550 to $607,000	This is the total estimated initial investment in Table above, excluding initial franchise fee included in development fee.		
Total Initial Investment [22]	$496,050 to $804,500			

Notes:

1. Financing and Refunds: We do not offer direct or indirect financing. No amounts paid to us are refundable. We are not aware of any amounts paid to third-party suppliers that are refundable, although your landlord may refund your security deposit at the end of the lease if you do not damage the property or default.

2. Initial Training Fee: You pay us a $10,000 initial training fee (reduced to $5,000 if you are purchasing your 2nd or subsequent Store) at the time you sign the lease or purchase agreement for the Store.

3. Initial Training Expenses: This estimates your expenses to send 2 to 4 people to Mandeville, Louisiana for initial training. Your actual training expenses may vary depending on: (a) the number of people you send to training; (b) the distance they must travel; and (c) the level and quality of accommodations, travel and dining selected.

4. Real Estate Management Fee: You must contract with one of our designated real estate companies (we have multiple companies you can choose from) to provide certain real estate management services ("Real Estate Management Services"), including assistance with: selecting and supervising a local real estate broker; educating landlords on our concept; evaluating potential sites for your Store; procuring site surveys; assessing site feasibility; negotiating a letter of intent for the lease or purchase of the premises; reviewing and negotiating the lease or purchase contract for the premises; and providing real estate and territory analytics. One of our current designated real estate companies agreed to provide the Real Estate Management Service in exchange for a discounted flat fee of $5,000 (subject to change).

5. Project Management Fee: Item 5 describes the Project Management Services provided by the Project Manager. You must contract with the Project Manager we designate, which may be us or a third-party.

6. Site Survey: You must procure a site survey for the premises for your Store. One of our designated real estate companies can assist you with this process. This estimate assumes you only need 1 site survey. If you need to obtain site surveys for more than one property, your initial investment may be higher.

7. Rent: This estimate assumes you lease your premises. Rent varies depending on the size of the premises, its location, landlord contributions and the requirements of individual landlords. We anticipate most Stores will range in size from 1,000 to 1,300 square feet with rent ranging from $3,500 to $6,000 per month. Landlords typically require security deposits equal to 1- or 2-months' rent and may, in addition, require payment in advance of the first and/or last (or more) month's rent. The amount shown in the table above includes 1 month's security plus 3 months' rent. Some franchisees may prefer to own the Store's premises. The cost to purchase real estate varies so widely that we cannot reasonably estimate the cost.

8. Architect Fees: This estimate includes the cost to hire an architect to create the architectural plans for your Store ($9,000 to $17,750). It also includes the preliminary design cost paid to the architect for a "test fit" ($850 to $1,250). The cost varies depending on the size of your Store, whether it is first or second-generation retail space, local marketing conditions, and the amount of assistance you require.

9. Construction: We estimate the cost of construction and leasehold improvements will range from $150,000 to $317,000 in most markets for a Store ranging in size from 1,000 to 1,300 square feet. This estimate assumes you will lease unimproved, unfinished retail store space. This cost estimate does not include expediting or permitting fees. The cost of construction and leasehold improvements vary widely based on a number of factors including:

   - the size and condition of the leased space
   - whether the premises is first or second generation retail space
   - the extent and nature of any existing leasehold improvements
   - whether the landlord will contribute to the costs of the leasehold improvements (a "TI Allowance" or "TIA") and the amount of any TIA you are able to negotiate (very important)
   - local demolition costs
   - local construction costs and prevailing wage rates in your local market

   Some landlords provide a TI Allowance but increase monthly rent to recapture the TI Allowance and amortize it over the lease term (or part of the lease term). A significant factor in determining whether a landlord will provide a TI Allowance, and if so, the amount, is whether the building is first generation or second generation space. In recent years, most landlords provided a TI Allowance. Based on recent experience, we estimate the average TI Allowance will be approximately $35 per square foot. The low-end total buildout costs reflected

in the table assume you do not receive any TI Allowance. The high-end total buildout costs reflected in the table assume you receive a TI Allowance of $35 per square foot, reducing the high-end total from $317,000 to $254,000.

10. Exterior Signage: You must purchase and install the signage we specify. However, you may need to modify our standard signage to conform to local zoning laws, property use restrictions and/or lease terms. In some instances, exterior signage may be prohibited due to applicable zoning or use restrictions. The cost varies depending on the storefront width, supplier pricing, the number of signs required. If your Store includes a drive thru, additional directional drive thru signage will be required, which will increase your cost.

11. Technology Systems: This includes your initial cost to purchase and set up your Technology Systems, including your POS system, tablets, kiosks, credit card processing machines, printers, security system, computer systems, network systems, music systems and phone system. The estimate in the table does not include installation costs, which vary from Store to Store.

12. Furniture, Fixtures & Equipment: This estimates your costs to: (a) purchase operating equipment (including an X1 juicer, blenders, commercial sinks, commercial refrigerators, including a walk-in cooler, front-end display refrigerators, speed oven, other kitchen equipment, wire shelving and the other equipment included in our MSJC Procurement List); (b) purchase smallwares for juicing and smoothie areas (including measuring cups and containers, scales, kitchen utensils, waste receptacles, scales, pumps, scoops, dispensers, cutting boards, etc.); and (c) hire the interior designer and purchase all required interior design fixtures and furnishings for the front of your Store. These costs may vary depending on the size and layout of your Store. This estimate assumes you purchase, and do not lease or finance, any of these items.

13. Graphics & Marketing Materials: This estimates the cost to purchase our graphics and marketing materials, including your MSJC Startup Kit, POP graphics, banners, yard signs, menus and juice cleanse flyers, business cards, letterhead, compliment cards, gift cards, name tags, t-shirts, etc.

14. Opening Inventory: This estimates the cost to stock your Store with required inventory for the first week of operation. It includes produce, food-grade gloves, supplies, supplements, coffee, desserts, retail items, etc.

15. Packaging & Supplies: This estimates the cost to stock your Store with packaging and supplies. It includes custom cups, lids, cup sleeves, spoons, napkins and dispensers, bowls, carriers, take out bags, pre-labeled bottles, straws, etc. You must purchase labels for your bottles from MSJH (estimated to cost $2,500).

16. Food Safety / First Aid: This estimates the cost to purchase required food safety, first aid items and cleaning equipment.

17. Pre-Opening Marketing & Public Relations Fee: This estimates your cost for pre-opening advertising, marketing and promotional materials and activities. This may include: local media, press, and other media related expenses; certain grass roots marketing; soft opening costs; and other forms of advertising. You must spend at least $25,000 on approved initial marketing and promotional activities. However, some franchisees choose to spend more (which we highly recommend). This estimate also includes the $1,000 public relations fee you must pay to our designated vendor 90 days after opening.

18. Miscellaneous Expenses: This estimates the cost for miscellaneous pre-opening expenses you may incur, including additional costs for pre-opening payroll, service deposits, installation costs, shipping and handling costs, costs related to job postings and other miscellaneous pre-opening expenses.

19. Professional Fees: This includes the estimated fees for professionals you may choose to hire in order to:
    - assist you in reviewing this Disclosure Document and negotiating your Franchise Agreement
    - advise you regarding local laws and regulations applicable to your Store
    - form a business entity
    - set up your books, records and accounts
    - develop a business plan and budget for the development and operation of your Store

    These services are optional but recommended.

20. Insurance: This estimate includes 3 months of insurance premium. Item 8 includes a description of the insurance policies you must purchase and maintain.

21. Additional Funds: This estimates your expenses during the first 3 months of operation, including: payroll costs (excluding any wage or salary paid to you); marketing and advertising expenses; technology and software fees; inventory replenishment costs; music licensing fees (estimated to range from $30 to $50 per month); utilities; and other miscellaneous expenses and required working capital. Your initial 3 months of rent and insurance premium are separately stated in the table above. These figures are estimates based on: (a) the experience of our current and former management team members in developing, opening and operating company-owned Stores; and (b) the experience of our franchisees in developing, opening and operating franchised Stores.

22. Budget and Initial Investment Report: We strongly recommend you hire an accountant, business advisor or other professional to assist you in developing a budget for the construction, opening and operation of your Store. Due to recent increases in inflation, it is possible these costs may continue to rise at an unusually rapid rate. Within 60 days after your opening date, you must send us a report, in the form we designate, listing the expenses you incur to develop and open your Store. We may use this data to update the initial investment estimate in future versions of our Franchise Disclosure Document.

23. Standard Store Assumption: The estimates in the tables above assume you develop a "standard" Store ranging in size from 1,000 to 1,300 square feet. If you purchase a Satellite Store, we anticipate your required initial investment will be lower. Satellite Stores are smaller in size (800 to 1,200 square feet) and do not require an X1 juicer (estimated to cost $30,000 per machine). As a result, we expect the following expenses will be lower if you purchase a Satellite Store:

    - Lease Deposit & 3 Months' Rent (reduced to $8,000 to $16,000)
    - Buildout & Leasehold Improvements (reduced to $100,000 to $175,000 without any TIA, or $100,000 to $133,000 assuming you receive no TIA for the low-end estimate and a TIA of $35 per square foot for the high-end estimate)
    - Furniture, Fixtures & Equipment (reduced to $64,200 to $111,000)

    The estimates in the tables above also assume your Store will not have a drive thru. Some Stores have a drive thru but most do not. If your Store has a drive thru, we anticipate your required initial investment will be higher. Specifically, we believe the following expenses will be higher:

    - Buildout & Leasehold Improvements (additional $15,000 to $25,000 without any TIA)
    - Exterior signage (additional $5,000 to $6,500 for drive thru signage)
    - Technology Systems (additional $8,500 to $25,000* for drive thru technology systems)

    * The additional cost for Technology Systems varies depending on whether the Store includes: (a) a single "pickup window" (without digital displays) where a customer both places and receives the order; or (b) a full drive thru system that includes digital displays.

24. Development Fee: Item 5 discusses how the development fee is calculated. This initial investment estimate assumes you commit to develop either 3 Stores (low estimate) or 5 Stores (high estimate). If you purchase the right to develop more than 5 Stores, your development fee will increase. This estimate does not include your costs to develop any Store other than the first Store you develop under the ADA.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Source-Restricted Purchases and Leases - Generally

You must purchase or lease certain source-restricted goods and services for the development and operation of your Store. By "source-restricted," we mean the good or service must meet our specifications and/or must be purchased from an approved or designated supplier (in some cases, an exclusive designated supplier, which may be us or an affiliate). The Manual includes our specifications and supplier list. We notify you of changes to our specifications and suppliers by email, updates to the Manual or other means of communication.

Supplier Criteria

We may require that you purchase various items only from suppliers we designate or approve, including:

- Fixtures, furniture, equipment, signs, items of décor and audio/visual systems
- Food and beverage products and ingredients
- Smallwares
- Uniforms, shirts and all merchandise, private label products and other items intended for retail sale
- Advertising, point-of-purchase materials and other printed promotional materials
- Gift certificates and stored value cards
- Stationery, business cards, contracts and forms
- Software systems and equipment
- Bags, packaging and supplies bearing our Marks

Our criteria for evaluating suppliers include standards for: (a) quality, performance, design, appearance and price of the product or service; and (b) dependability, production capabilities, reputation and financial strength of the supplier. Upon request, we will provide you with any objective specifications pertaining to our evaluation of a supplier or product, although certain important subjective criteria (e.g., product appearance, quality, taste, design, functionality, etc.) are important to our evaluation but cannot be described in writing.

If you wish to purchase or lease a source-restricted item from a non-approved supplier, you must send us: (a) a written request for approval; (b) product samples for testing purposes; and (c) all additional information we request. The supplier must agree to comply with our minimum insurance, indemnification, reporting and confidentiality requirements for system suppliers and allow us to periodically inspect their facility. We will notify you of our decision within 30 days after we receive all required information and product samples. We may periodically reinspect approved products and suppliers and revoke our approval if they fail to meet our then-current criteria. You must reimburse all costs we incur to evaluate products and suppliers you propose.

Current Source-Restricted Items

We estimate that 80% to 100% of the total purchases and leases to establish your Store and 80% to 95% of your ongoing operating expenses will consist of source-restricted goods or services, as further described below.

Site Selection Services

You will connect you with one of our designated real state companies to assist you in finding a suitable site for your Store. You are not required to use this company. It is ultimately your responsibility to find a suitable site meeting both your and our minimum standards and other requirements.

Lease / Purchase Agreement

You must contract with one of our designated real state companies to assist you in reviewing and negotiating your lease or purchase agreement. If you lease the premises for your Store, you must use best efforts to ensure your landlord signs the Lease Addendum attached to the Franchise Agreement as ATTACHMENT "C".

Design and Construction Services

We will provide you with architectural plans and specifications for a prototype Store. You must hire an architect to prepare initial design plans and detailed construction plans, each of which must be: (a) consistent with our prototype plans and the requirements in the Manual; and (b) approved by us as meeting our system standards. Once approved, you must construct and equip your Store according to the approved plans and the specifications in the Manual. Certain materials used to outfit the interior of your Store must meet our standards and specifications, including certain types of wood framing, cabinets, paneling, lighting choices, flooring, etc. Your architect and general contractor must be appropriately licensed and bonded (if required by applicable law). We may require that you utilize our designated architecture or design firm to prepare your construction plans.

Project Management Services

You must utilize the Project Manager we designate to provide the Project Management Services. We may designate ourselves or a third party as the Project Manager.

Fixtures, Furnishings and Décor

All millwork and customized fixtures, furnishings and décor must meet our standards and specifications. You must use the décor items that we specify or approve. You must purchase these items only from suppliers we designate or approve.

Operating Equipment

All of your kitchen and other operating equipment (including smallwares) must meet our standards and specifications and be purchased only from suppliers we designate or approve.

Technology Systems

Your Technology Systems (including hardware, software, equipment, software applications, mobile apps and similar items) must meet our standards and specifications. Certain Technology System components must be purchased from approved or designated suppliers. Other components may be purchased from any supplier of your choosing. We may require you to purchase certain services relating to the establishment, use, maintenance, monitoring, security or improvement of Technology Systems from approved or designated suppliers. We currently require you to license your POS and management software system exclusively from us (you do not purchase any hardware associated with the system from us, only the software and associated services). To ensure compatibility with our designated POS system, you must exclusively use the company we designate to provide merchant processing services.

Signage

All signage must meet our standards and specifications and be purchased from suppliers we designate or approve.

Uniforms

Your employees must wear the uniforms that we specify. You must purchase these uniforms from a designated or approved supplier.

Inventory

All food and beverage inventory, ingredients and supplies must meet our standards and specifications and be purchased from approved or designated suppliers. We may require that you purchase these items from a designated third-party distributor. All merchandise and retail items sold at your Store must meet our standards and specifications and be purchased from approved or designated suppliers.

Branded Items

All branded items bearing our Marks must be purchased from designated or approved suppliers.

Marketing Materials and Services

All marketing materials must comply with our standards and requirements. We must approve your marketing materials prior to use. You must purchase branded marketing materials only from us or other suppliers we designate or approve. We currently require that you utilize our in-house marketing team to provide social media marketing services on your behalf.

Accounting Services

We have the right to require that you hire a company we designate or approve to provide accounting services. You must use the financial accounting software we specify (currently QuickBooks online and Unifi).

Insurance Policies

You must obtain the insurance coverage we require (whether in the Franchise Agreement or in the Manual) from licensed insurance carriers rated A or better by Alfred M. Best & Company, Inc., including the following:

Policy Type	Minimum Coverage
"All risk" Property Insurance	Replacement Value
Comprehensive General Liability Insurance	$1,000,000 per occurrence and $2,000,000 in the aggregate
Employee Theft and Dishonesty Insurance	$10,000 per occurrence
Privacy and Cyber Security Liability Insurance	$250,000 per occurrence
Automobile Liability Insurance	$1,000,000 per occurrence
Commercial Umbrella Insurance	$1,000,000 per occurrence
Business Interruption Insurance	6 months (including coverage for royalty and brand fund fees)
Employer's Liability Insurance	$1,000,000 per occurrence
Worker's Compensation Insurance	As required by law
Landlord-Required Insurance	As required by lease

The required coverage and policies are subject to change. All insurance policies must be endorsed to: (a) name us (and our members, officers, directors, and employees) as additional insureds (utilizing Grantor of Franchise endorsement CG 2029 or endorsement with comparable wording); (b) waive all subrogation rights against us; and (c) provide that we receive 30 days' prior written notice of the termination, expiration, cancellation or modification of the policy. All policies must be on a primary, non-contributory basis.

Purchase Agreements

We will try to negotiate purchase agreements with suppliers, including favorable pricing terms, for the benefit of franchisees. As of the date of this Disclosure Document, we have negotiated purchase agreements (including pricing terms) with the following suppliers:

- 7Shifts (scheduling tool)
- AdCentral (digital menu board)
- Ben E. Keith Company, Inc. (food supplier)
- Bluefin Payment Systems, LLC (credit card processor)
- Captiva Containers, LLC (bottle supplier)
- Chow Purchasing Group, LLC (food purchasing group)
- Concept Services, Inc. (equipment supplier)
- Fresh IT (network management supplier)
- Good Nature (juicing equipment supplier)
- Otter Deliver Aggregator (technology that aggregates delivery orders)
- Paychex, Inc. (payroll supplier)
- ProfitKeeper (financial analysis tool)
- Reality Based Group (video mystery shop program)
- Resource POS LLC (technology equipment supplier)
- Restaurant Technology Solutions, LLC (technology supplier)
- Uber Eats, Grub Hub, Door Dash and 7 Now (delivery providers)
- Unifi (bookkeeping supplier)
- Vivid Ink Graphics (branded merchandise supplier)

We may also purchase items in bulk and resell them to you at our cost plus a markup.

You must purchase certain products from our food vendor, Ben E. Keith Company, Inc., who in turn purchases these products from Chow Purchasing Group ("CPG"). CPG is a food buyer/purchasing group that uses the combined purchasing power of multiple franchise organizations to negotiate lower food and supplier costs. We may establish other purchasing cooperatives in the future. You do not receive any material benefits for using designated or approved suppliers other than having access to any discounted pricing we negotiate.

Revenue from Source-Restricted Purchases

We are currently the exclusive supplier for the: (a) POS and management software system; and (b) in-house marketing services. We reserve the right to designate ourselves as the Project Manager and exclusive supplier of Project Management Services (although we anticipate designating a third party to serve as the Project Manager). MSJH is currently the exclusive supplier for: (a) bottle labels; and (b) text message marketing services. We may appoint ourselves or our affiliate as an approved or designated supplier for other goods or services in the future. We and our affiliates may generate a profit from these purchases. No other person affiliated with us is currently an approved (or the only approved) supplier. There are no approved or designated suppliers in which any of our officers own an interest

We and our affiliates may receive rebates, payments or other material benefits from suppliers based on your purchases and leases. We have no obligation to pass these amounts through to you or use them in any particular manner. As of the issuance date of this Disclosure Document, the following suppliers pay rebates to MSJH:

- Bluefin Payment Systems, LLC pays a rebate equal to 50% of the "net recurring revenue" generated from fees collected from franchisees. Net recurring revenue is defined as "Revenues" received minus "Bluefin Expenses".
- Paychex , Inc. pays a monthly rebate calculated as 10% of each franchisee's eligible billed revenue (fees) for bundled payroll services.
- Captiva Containers, LLC pays a quarterly rebate calculated as $0.055 for each 16 ounce bottle, $0.015 for each 8 ounce bottle and $0.045 for each 2.5 ounce bottle purchased by each franchisee.
- Concept Services, Inc. pays a quarterly rebate calculated as $2,000 for each standard Store and $1,000 for each Satellite Store (this is a one-time rebate per Store).
- Chow pays us a rebate which varies based on the suppliers from whom Chow purchases food and beverage products (there is no formula or rebate amount known in advance). During the prior 12-month period, the total rebates were 0.3% of the total purchases made through Chow.

Our area representatives do not currently receive any rebates, payments or other material benefits from suppliers based on franchisee purchases or leases.

Our total revenue for the 2025 fiscal year was $1,751,081. During that year, we generated $281,116 in revenue as a result of franchisee purchases or leases, which represents 16.1% of our total revenue for that year. The $281,116 revenue figure includes revenue from POS licensing fees, in-house marketing services, Facebook ad collections, public relations fees and mystery shopper expense reimbursements and $15,447 in rebates paid by third-party suppliers. Some of this revenue consists of pass-through expenses that we collect and remit to third parties.

During the 2025 fiscal year, our parent company MSJH generated $207,241 in revenue as a result of franchisee purchases or leases. This includes revenue from the sale of bottle labels and text message services and $45,981 in rebates paid by third-party suppliers. The source of this data is financial reports prepared by MSJH's bookkeeper.

ITEM 9 FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTIONS IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	FA: 7.1 & 7.2	Item 7 & Item 11

OBLIGATION	SECTIONS IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
	ADA: 4.3	
b. Pre-opening purchases/leases	FA: 7.3 & 15.1	Item 5, Item 7, Item 8 & Item 11
	ADA: Not Applicable	
c. Site development and other pre-opening requirements	FA: 7.3 & 7.4	Item 6, Item 7 & Item 11
	ADA: 4.3	
d. Initial and ongoing training	FA: 5	Item 6 & Item 11
	ADA: Not Applicable	
e. Opening	FA: 7.4	Item 11
	ADA: 4.1	
f. Fees	FA: 4.2, 5.4, 6.2, 6.3, 6.7, 7.5, 8.4, 10, 11.8, 11.11, 11.15, 11.16, 13, 15.1, 16 & 19.2	Item 5 & Item 6
	ADA: 5 & 7.2	
g. Compliance with standards and policies/Operating Manual	FA: 6.1, 7.1, 7.3, 10.3, 11 & 17.1	Item 11
	ADA: 4.3	
h. Trademarks and proprietary information	FA: 17	Item 13 & Item 14
	ADA: 2	
i. Restrictions on products/services offered	FA: 11.2	Item 16
	ADA: Not Applicable	
j. Warranty and client service requirements	FA: 11.14	Not Applicable
	ADA: Not Applicable	
k. Territorial development and sales quotas	FA: Not Applicable	Item 12
	ADA: 4.1	
l. Ongoing product/service purchases	FA: 11.8	Item 8
	ADA: Not Applicable	
m. Maintenance, appearance and remodeling requirements	FA: 11.10 & 11.9	Item 11
	ADA: Not Applicable	
n. Insurance	FA: 15.1	Item 6 & Item 7 & Item 8
	ADA: Not Applicable	
o. Advertising	FA: 10	Item 6, Item 7 & Item 11
	ADA: Not Applicable	
p. Indemnification	FA: 18	Item 6
	ADA: Not Applicable	
q. Owner's participation/ management/staffing	FA: 8	Item 11 & Item 15
	ADA: Not Applicable	
r. Records/reports	FA: 15.2 & 15.3	Item 6
	ADA: Not Applicable	
s. Inspections/audits	FA: 16	Item 6 & Item 11
	ADA: Not Applicable	
t. Transfer	FA: 19	Item 17
	ADA: 7	
u. Renewal	FA: 4	Item 17
	ADA: 4.5	

OBLIGATION	SECTIONS IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
v. Post termination obligations	FA: 21 ADA: Not Applicable	Item 17
w. Non-competition covenants	FA: 14 ADA: Not Applicable	Item 17
x. Dispute resolution	FA: 22 ADA: 9	Item 17
y. Owner Agreement (brand protection covenants, transfer restrictions and financial assurance for owners and spouses)	FA: 9 & ATTACHMENT "D" ADA: Not Applicable	Item 15

ITEM 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee any of your notes, leases or obligations.

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

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

Before you open your Store, we will:

1. Provide access to our Manual which will help you establish and operate your Store. The Manual includes 177 pages. The Table of Contents is attached as EXHIBIT "E". (§6.1 & 11.1)
2. Evaluate sites you propose for your Store, as discussed below under *Site Selection*. (§7.1)
3. Provide you with architectural plans and specifications for a prototype Store. (§7.3)
4. Provide our written specifications for goods and services you must purchase to develop, equip and operate your Store and a list of suppliers. We do not deliver or install any items you purchase. (§11.1)
5. Provide Project Management Services, if we designate ourselves as the Project Manager, as discussed below under *Site Development*. (§6.3)
6. Assist you in developing a customized marketing and promotional strategy to promote the opening of your Store, as discussed below under *Advertising*. (§10.2)
7. Evaluate the design and buildout of your Store, as discussed below under *Site Development*. (§7.3 & 7.4)
8. Provide an initial training program, as discussed below under *Training Program*. (§5.1)

During the operation of your Store, we will:

1. Provide our guidance and recommendations to improve the operation of your Store. (§6.4)
2. Provide you with preapproved marketing materials and social media marketing services (may outsource these services to third parties), as discussed below under *Advertising*. (§10.2)
3. Provide periodic training programs, as discussed below under *Training Program*. (§5.2)
4. Maintain a corporate website to promote our brand and a local webpage to promote your Store, as discussed below under *Advertising*. (§6.6 & 10.3)
5. Provide you with our suggested retail pricing. You may deviate from our suggested pricing, but we must approve any deviation more than 5% higher or lower than our suggested pricing, unless the pricing is part of a temporary advertising campaign we approved. To the extent permitted by applicable law, we may set maximum or minimum prices on the goods and services you sell. (§11.6)

During the operation of your Store, we may, but need not:

1. Conduct periodic field visits to provide onsite consultation, assistance and guidance. (§6.5)
2. Administer the Brand Fund, as discussed below under *Advertising*. (§10.1)
3. Develop new menu items, merchandise, or other goods or services that Stores may offer. (§6.8)
4. Negotiate purchase agreements with suppliers to obtain favorable pricing. We may also purchase items in bulk and resell them to you at our cost plus shipping and a reasonable markup. (§6.7)
5. Host periodic conferences to discuss relevant business and operational topics. (§5.5)
6. Provide additional training or assistance you request, as discussed below under *Training Program*. (§5.2)

We do not provide area developers with any support under their ADA.

Training Program (§5)

Initial Training Program

Our initial training program includes: (a) 3 days of franchise management and operations training at our corporate training Store (owned by our instructor, Zack Cheaney) in Mandeville, Louisiana ("Management Training"); and (b) 3 days of onsite training held at your Store prior to opening ("Onsite Training").

If you are purchasing your second or subsequent Store: (a) we need not provide Management Training (unless the Store will be managed by a person who has not already successfully completed our initial training program); and (b) we provide 3 days of Onsite Training at your Store.

Your Managing Owner and Store manager must successfully complete all phases of initial training to our satisfaction. You may send other owners to Management Training but it is not required. Your Managing Owner and Store manager must complete Management Training at least 3 weeks prior to your Store's opening date.

The format for training may include lectures, interactive role playing, conference calls and/or webinars. We reserve the right to conduct all (or any portion) of the training program remotely via webinar, conference call or similar means. The training materials (for Management Training) consist of the Manual and MSJC Corporate Training presentations. We do not charge you for training materials. We can modify the training program at our discretion based on our subjective assessment of the skills, abilities and prior experience of your Managing Owner and Store manager. Currently, we intend to offer initial training on a quarterly basis, assuming sufficient demand. Management Training currently covers the following topics:

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS ON THE JOB TRAINING	LOCATION
Orientation	1	0	Training Store (Mandeville, LA)
Administration & Entrepreneurship	2	1	Training Store (Mandeville, LA)
All About Main Squeeze	1	0	Training Store (Mandeville, LA)
Store Development	1	1	Training Store (Mandeville, LA)
Equipment	1	5	Training Store (Mandeville, LA)
Staffing	2	0	Training Store (Mandeville, LA)

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS ON THE JOB TRAINING	LOCATION
Products	1	2	Training Store (Mandeville, LA)
Store Design	1	0	Training Store (Mandeville, LA)
Training/Quality Assurance	2	0	Training Store (Mandeville, LA)
Technology	2	1	Training Store (Mandeville, LA)
Marketing	3	4	Training Store (Mandeville, LA)
Management	3	4	Training Store (Mandeville, LA)
Sales	0	2	Training Store (Mandeville, LA)
Total	20	20	

Post-Opening Training Programs

We may offer periodic refresher or supplemental training courses for your Managing Owner and management personnel. We may designate each course as mandatory or optional. Any new Managing Owner or Store manager you appoint or hire must successfully complete Management Training prior to managing your Store. If we inspect your Store and determine you are not operating in compliance with the Franchise Agreement or Manual, we may require that your Managing Owner and management personnel attend remedial training relevant to the operational deficiencies we observed. You may also request additional training, which we may (but need not) provide.

Instructors

Our current instructor is Zachary (Zack) Cheaney.

Zack joined our system in 2018, originally as a Main Squeeze Juice franchisee. Over the years, Zack has served as an Operations Consultant, Operations Manager and most recently, VP of Operations (his role is currently limited to being an instructor). Prior to joining Main Squeeze he spent a year working at In & Out Smart Repair where he coached and developed more than 10 employees on various skills and assisted with store openings. Zach obtained a BA focused in Entrepreneurial and Small Business Operations from Southeastern Louisiana University. He has more than 11 years of experience in the relevant field.

Zack may be assisted by other members from our corporate team who may present on various topics, each of whom will have at least 1 year of experience with our System.

Training Fees and Costs

We provide our preopening initial training program in exchange for the $10,000 initial training fee (reduced to $5,000 if this is your 2nd or subsequent Store). We may charge you a training fee of up to $500 per person per day for each person who attends: (a) initial training after you open (for new Managing Owner or manager); (b) retraining after failing a prior attempt; (c) remedial training; (d) additional training you request; or (e) refresher or supplemental training. You must also reimburse our Travel Expenses for onsite training or assistance (excluding preopening Onsite Training). You are responsible for all wages and Travel Expenses that you and your trainees incur for training.

Site Development (§6.3, 7 & 11.9)

Site Selection

Traditional Stores typically range in size from 1,000 to 1,300 square feet. Satellite Stores typically range in size

from 800 to 1,200 square feet. We do not select the site for your Store and we do not purchase the premises and lease it to you. You must contract with one of our designated real estate companies to assist you in finding suitable sites. However, you retain ultimately responsibility for finding the approved site for your Store. You must identify and obtain our approval of the site for your Store within 150 days after signing the Franchise Agreement. We may terminate your Franchise Agreement if you fail to meet this deadline.

Your Store must be located within the Site Selection Area identified in Part B of ATTACHMENT "A" to the Franchise Agreement and conform to our minimum site selection criteria. You must send us a complete site report that includes all information we require about your proposed site. We will use best efforts to approve or disapprove sites you propose within 30 days after we receive all of the requisite materials. Your site is deemed disapproved if we fail to issue our written approval within the 30-day period. We consider the following factors when reviewing proposed sites:

- the size, condition and physical characteristics of the building
- parking access and capacity
- traffic patterns
- general location and neighborhood characteristic
- demographic data
- proposed lease terms

We list the address of your approved site either: (a) in Part C of ATTACHMENT "A" to the Franchise Agreement (if we approve the site before signing the Franchise Agreement); or (b) in a Site Approval Notice we send you after we approve the site (if we approve the site after signing the Franchise Agreement). If you sign an ADA, we must approve the site for each Store you develop applying our then-current site selection criteria.

Lease

One of our designated real estate companies will assist you in reviewing and negotiating the terms of your lease (or your purchase agreement if you purchase the property). We do not review the substantive terms of your lease. You must use best efforts to ensure your landlord signs signs the prescribed form of Lease Addendum attached to the Franchise Agreement as ATTACHMENT "C". If your landlord refuses to do so we may either: (a) waive the Lease Addendum requirement (or the provisions disapproved by the landlord) or (b) require you to find a new site for your Store.

Design and Construction

We will provide you with architectural plans and specifications for a prototype Store. You must hire an architect to adapt our prototype plans to conform to your specific building, including preparation of initial design plans and detailed construction plans. The architect must ensure these plans: (a) are consistent with our prototype plans; (b) satisfy all required standards and specifications in the Manual; and (c) comply with all federal, state and local ordinances, building codes, permits and lease requirements and restrictions applicable to the premises. We must approve the plans to ensure they are consistent with our system standards. Once approved, you must construct and equip your Store according to the approved construction plans and the requirements of the Manual. You must purchase (or lease) and install the Technology Systems, equipment, fixtures, signs and other items that we require.

We may require that you periodically remodel and renovate your Store to conform to our then-current standards and specifications. There is no limitation on the cost or frequency of these obligations. You may not remodel or renovate your Store without our prior approval.

Project Management Services

We will designate the company that will serve as your Project Manager (we may, but need not, serve as the Project Manager). You pay the Project Manager a $15,000 project management fee. In exchange for this fee, the Project Manager provides the following Project Management Services relating to the development of your Store:

- developing a preliminary layout and design for your Store
- coordinating with your architect and reviewing construction plans and permits

- preparing bids and selecting your general contractor
- monitoring construction progress
- supporting the scheduling and installation of signage, furniture, fixtures and equipment

Most of the underlying services are provided by outside suppliers and you pay these suppliers directly for their services. The Project Manager's role is to oversee and coordinate with the various members of your development team (architects, engineers, general contractor, etc.) in an effort to manage the overall Store development process and allow you to open as quickly as possible.

Advertising (§10)

You must participate at your own expense in all advertising, promotional and marketing programs we require. There is currently a franchise advisory council in effect that may provide us with suggestions on marketing and advertising matters.

Our Advertising Obligations

We have no obligation to conduct advertising for the franchise system. However, we do prepare marketing materials and provide marketing support in exchange for the $500 monthly In-House Marketing Fee you pay us once your Store opens. Our in-house marketing team uses the In-House Marketing Fee for a variety of purposes, including:

- providing support with pre-opening marketing, including assistance planning and coordinating "Friends and Family" event and grand opening
- preparing advertising materials for your use
- managing your Instagram social media account (you manage your other social media accounts)
- creating your Facebook, Google My Business and Yelp pages (you are the primary manager of those pages after they are created)
- creating custom Facebook posts for your Store (you manage boosting posts)
- developing a marketing content calendar
- providing you with access to certain social media data analytics
- conducting monthly marketing meetings and strategy sessions
- providing suggestions for Store giveaways, promotions and custom events
- supporting SMS marketing campaigns (you are responsible for scheduling and managing campaigns)

As noted above, our in-house marketing team creates and provide you with access to marketing and advertising materials in exchange for the In-House Marketing Fee. We may provide online access to these materials, in which case you must print the materials at your expense.

The In-House Marketing Fee does not include the Advertising Costs associated with individual marketing platforms or the marketing spend paid to third-parties. Each month, we advance the Advertising Costs incurred on your behalf. You reimburse us for all Advertising Costs we incur on your behalf on a monthly basis (these reimbursements are credited towards your Local Marketing Commitment). On a quarterly basis, our marketing team meets with you to establish a mutually agreed upon monthly budget for Advertising Costs for the ensuing 3-month period.

We reserve the right to discontinue providing in-house marketing services. If we transition these services to a third party, you will pay the $500 monthly marketing fee to the third-party supplier (you will no longer pay this fee to us).

Grand Opening – Market Introduction Campaign

We will assist you in developing a customized marketing and promotional strategy to promote the opening of your Store (your "Market Introduction Campaign"). We must approve your Market Introduction Campaign prior to implementation. Once approved, you must spend at least $25,000 (we recommend $30,000) to implement your

Market Introduction Campaign prior to opening.

Post-Opening Advertising

After completing the Market Introduction Campaign, you must spend a monthly amount equal to or greater than the Local Marketing Commitment on approved local advertising and marketing. The Local Marketing Commitment is: (a) the greater of $1,500 per month or 2% of Gross Sales during the first 12-month period after the Market Introduction Campaign; and (b) 2% of Gross Sales for the remainder of the term. Advertising cooperative fees are credited towards your Local Marketing Commitment, but In-House Marketing Fees and brand fund fees are not. If we transition the in-house marketing services to a third-party supplier, you must pay the In-House Marketing Fee directly to one or more third-party suppliers, and these fees will not be credited towards your Local Marketing Commitment. You may develop your own advertising and marketing materials and programs but we must approve them prior to use. We must also approve the media you intend to use. You may not use any advertising materials, programs or media that we have not approved.

Websites, Social Media and Digital Advertising

We maintain a corporate website to promote our brand. We will also create and host a local webpage to promote your Store, which will be linked to our corporate website. The webpage will list information about your Store that we deem appropriate, such as address, contact information, hours of operation and pictures. We can modify or discontinue our website and/or your local webpage at any time.

Except for the webpage we provide, you may not: (a) develop, host, or otherwise maintain a website (or other digital presence) bearing our Marks; (b) utilize the Internet to conduct digital or online advertising; or (c) engage in ecommerce. However, we do permit you to market your Store through approved social media channels, subject to the following requirements:

- you may only conduct social media utilizing social media platforms we approve (we currently allow you to manage any social media account other than the Instagram account we manage for you)
- you must strictly comply with our social media policy, as revised from time to time
- you must immediately remove any post we disapprove
- we may require that you contract with and utilize a social media company we designate (we currently require you to use our in-house marketing team to manage your Instagram account)
- you must provide us with full administrator rights to your social media accounts
- we must retain ownership of all social media accounts relating to your Store

Gift Card and Loyalty Programs

We may require that you participate in a gift card or other customer loyalty program in accordance with our policies and procedures. In order to participate, you may be required to purchase additional equipment, software and/or Apps and pay fees relating to the use of that equipment, software and/or Apps. We have the right to determine how proceeds from gift card sales are divided or otherwise accounted for and we may retain proceeds from unredeemed gift cards. You must follow all policies we establish for gift card and/or loyalty programs.

Advertising Cooperatives

We may, but need not, establish regional advertising cooperatives for purposes of pooling advertising funds to be used in discrete regions. We will determine the boundaries of the cooperative. In most instances, the boundaries will coincide with zip codes, designated marketing areas or municipal boundaries. We will specify the manner in which the cooperative is organized and governed. We may choose between: (a) administering the cooperative ourselves; or (b) establishing an advertising council, comprised by the cooperative's members, to administer the cooperative. We may require that the cooperative be administered in accordance with written bylaws, organizational documents or other governing documents that we approve. There were no advertising cooperatives in effect as of December 31, 2025.

If your Store is located within a region subject to an advertising cooperative you must: (a) participate in the cooperative according to its rules and procedures and abide by its decisions; and (b) pay a cooperative advertising

fee. We may set the minimum cooperative advertising fee or we may allow the cooperative to set the fee based on majority vote of its members. In either case, the cooperative advertising fee will not exceed 2% of Gross Sales. All cooperative advertising fees you pay are credited against your Local Marketing Commitment. Any company-owned Store located in the cooperative will contribute on the same basis as franchisees.

Advertising cooperatives are not required to prepare annual or periodic financial statements. Any financial statements that are prepared will be made available to you upon request. We reserve the right to form, change, merge or terminate advertising cooperatives at any time.

Brand and System Development Fund

We currently administer the Brand Fund to promote public awareness of our brand and to improve our System. We may use the Band Fund to pay for any of the following in our discretion:

- developing, distributing or administering advertising and marketing materials and programs (any such advertising materials would be generic in nature and we would continue to provide customized materials in exchange for the In-House Marketing Fees)
- conducting and administering promotions, contests or giveaways
- public and consumer relations and publicity
- brand development
- sponsorships and charitable and nonprofit donations and events
- research and development of technology, products and services
- website development and search engine optimization
- development, maintenance and promotion of an ecommerce platform
- development and implementation of quality control programs
- conducting market research
- reimbursing us for costs we incur to host franchisee conferences
- changes and improvements to the System
- fees and expenses charged by advertising agencies we engage to provide marketing services
- collecting and accounting for brand fund fees and preparing financial accountings of the Brand Fund
- any other programs or activities we deem appropriate to promote or improve the System
- reimbursing us for administrative, overhead and other expenses we incur to administer the Brand Fund, including compensation paid to our personnel for time spent working on Brand Fund matters

We direct and have complete control and discretion over all advertising programs paid for by the Brand Fund, including the creative concepts, content, materials, endorsements, frequency, placement and media used for the programs. Advertising may be local, regional or national in coverage (although we anticipate most advertising will be regional or national in coverage) and utilize any media we deem appropriate, including digital, print, television, radio and billboard advertising. The Brand Fund will not be used to pay for advertisements principally directed at selling additional franchises, although consumer advertising may include notations such as “franchises available” and one or more pages on our website may promote the franchise opportunity.

You must pay the brand fund fee we specify from time to time (not to exceed 2% of Gross Sales). We deposit all brand fund fees and noncompliance fees into the Brand Fund. Company-owned Stores contribute to the Brand Fund on the same basis as our franchisees. However, if we modify the amount or timing of required contributions, any company-owned Store established or acquired after the modification may contribute to the Brand Fund utilizing the modified amount or timing. All monies deposited into the Brand Fund that are not used in the fiscal year in which they accrue will be utilized in the following fiscal year. Any surplus of monies may be invested and we may lend money if there is a deficit. An unaudited financial accounting of Brand Fund contributions and expenditures will be prepared annually and made available to you upon request. During the fiscal year ended December 31, 2025 we spent the marketing funds in the following manner:

Allocation of Marketing Expenditures (2025)				
Use of Funds	**Production**	**Media Placement**	**Administrative Expenses**	**Other**
Allocation	2.3%	79.2%	0%	18.5%*

* Other includes Digital Menu Boards (purchase and installation costs), 3rd party delivery marketing, ACH corrections and co-branding with vendor partners.

The Brand Fund is not a trust. We have no fiduciary obligations or liability to you with respect to our administration of the Brand Fund. We may discontinue the Brand Fund on 30 days' notice.

Advisory Council (§12)

We created a franchise advisory council to provide us with suggestions to improve the System, including matters such as marketing, operations and new product or service suggestions. We consider all suggestions in good faith, but are not be bound by them. The council was established and operates according to rules and regulations we periodically approve, including procedures governing the selection of council representatives to communicate with us on matters raised by the council. You have the right to be elected as a member of the council as long as you are not in default under the Franchise Agreement and you do not act in a disruptive, abusive or counter-productive manner. As a member, you would be entitled to all voting rights and privileges granted to other members of the council. Company-owned Stores are also members of the council. Each member has 1 vote on all matters on which members are authorized to vote.

Computer System (§11.10, 11.11, 15.3 & 16.1)

You must purchase and use all Technology Systems we designate from time to time. Our currently required Technology Systems include your POS system, tablets, kiosks, credit card processing machines, printers, security system, computer systems, network systems, music systems and phone system. The components are listed below:

- 1 or 2 Elo PayPoint Plus POS registers (depending on Store layout)
- 1 10" Elo iSeries tablet (with countertop mount)
- 1 15" Elo iSeries tablet (with wall mount)
- 1 or 2 21" Elo iSeries tablets (with wall mount)
- 1 to 3 Bluefin Pax S300 devices (depending on Store layout)
- 1 Dymo Labelwriter 450 (with waterproof labels)
- 1 Dymo handheld label writer (with waterproof labels)
- Network rack with patch panel
- Managed 48-port switch
- Fresh IT Managed Switch
- 4 or more ceiling mounted speakers
- Amplifier
- IO music player
- 1 or more self-order kiosks (depending on Store layout)
- 4 Google Nest Cameras
- 1 phone system

You must also license all software and platforms described in the table below labeled "**COMPUTER SYSTEM – ONGOING FEES AND COSTS**". We may change the components of the Technology Systems from time to time.

How Technology Systems Are Used

You will use your computer and POS system to: process and record sales; manage inventory; implement our gift card and customer loyalty program; implement text-based marketing campaigns; perform bookkeeping and

financial accounting functions; upload, track, analyze and prepare reports regarding financial performance metrics and other key performance indicators; prepare business reports; conduct email communications; access our Intranet (if and when established by us) and Manual; implement our online ordering and mobile application systems; allow customers to submit orders via self-ordering kiosk; and provide guest with free Wi-Fi access.

You will use your music system to play approved music within your Store.

We may, but need not, provide you with one or more email addresses for use with your Store (currently limited to 1 per location). If we do so, you must exclusively use the email addresses we provide for all communications with us, customers, suppliers and other persons relating to your Store. You may not use them for any purpose unrelated to your Business. We will own the email addresses and account but allow you to use them. We reserve the right to charge you any costs we incur to host your email addresses (these costs would be added to your technology fee).

Fees and Costs

We estimate the initial cost of your Technology Systems will range from $12,500 to $17,000 (depending on the number of registers and kiosks needed). As further detailed in Item 6, you must pay us a technology fee for certain software, technology and related services that we provide. As of the issuance date of this Disclosure Document, we charge a technology fee that consists of the sum of the following components:

- *POS System Licensing Fee* – 500 per month
- *Text Message Fee* - charged for each SMS message sent and varies based on the number of text messages sent in a given month in accordance with the following table:

Number of Texts (measured monthly)	Fee per Text*
0 to 9,999	2.5 cents per text
10,000 to 19,999	2.0 cents per text
20,000 to 29,999	1.5 cents per text
30,000 to 39,999	1.25 cents per text
40,000 or more	1.0 cent per text

* Fee subject to change based on changes to the pricing imposed by the third-party provider of the services.

The table below identifies the ongoing fees and costs you must pay for the software, technology, Apps, subscriptions and related services (including the software, technology and related services covered by the technology fee):

COMPUTER SYSTEM – ONGOING FEES AND COSTS			
Item	**Fees & Costs**		**To Whom Paid?**
	Monthly	***Annual***	
POS System (Licensing Fee)	1% of Gross Sales	1% of Gross Sales	Us
POS System (Text Message Fee)	Varies by Usage (estimated $150 to $400 per month)	Varies by Usage (estimated $1,800 to $4,800 per year)	Us
7Shifts (Employee Scheduling Platform)	$60 to 100	$720 to $1,200	Third-Party Licensor
Otter Delivery Aggregator	$20	$240	Third-Party Provider
Firewall (includes cellular failover; plan includes 1GB data, overages are $40 per GB)	$110	$1,320	Third-Party Licensor

COMPUTER SYSTEM – ONGOING FEES AND COSTS			
Item	**Fees & Costs**		**To Whom Paid?**
	Monthly	***Annual***	
AdCentral (subscription for digital menu board)	$30	$360	Third-Party Licensor
Magic Info Device Manager (Optional - if have drive-thru digital menu boards)	$20 per device	$240 per device	Third-Party Licensor
Technology Support Plan (Advanced Includes Drive Thru Support Plan)	$30 (Basic) $125 (Advanced)	$360 (Basic) $1,500 (Advanced)	Third-Party Licensor
Drive Thru Support Plan (Only Needed for Drive Thru)	$50	$600	Third-Party Licensor
QuickBooks Online	$50	$600	Third-Party Licensor
Profit Keeper (financial/performance analysis assessment tool)	$17	$204	Third-Party Licensor
Music Licensing Fee	$30	$360	Third Party Licensor
Credit Card Processing Subscription	$15	$180	Third-Party Licensor
Alarm System (Security System Subscription)	$50	$600	Third-Party Licensor

Maintenance, Support, Updates and Upgrades

In exchange for the monthly licensing fees above, we and third-party licensors will provide all required maintenance, support and updates (except the licensor of ProfitKeeper may charge additional fees for updates). Unless otherwise disclosed above: (a) neither we nor any other party has any obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer system; and (b) we are not aware of any optional or required maintenance, updating, upgrading or support contracts relating to your computer system.

Collection and Sharing of Data

Your computer system will collect various data and information regarding your Store and its operations including: customer data (including name and contact information for loyalty members); credit card information; inventory data; sales and other Store performance data; expense data; accounting data; and employee data. We will have (or you must grant us) independent unlimited access to the data collected on your computer system (including access to your camera system) and there are no contractual limits imposed on our access.

Computer System Maintenance and Changes

You must maintain the computer system in good condition at your cost. We may require that you upgrade, update or otherwise change your computer system and other Technology Systems to conform to our then-current specifications. There is no contractual limitation on the frequency or cost of these updates, upgrades or changes.

Opening Requirements (§7.4)

We expect most franchisees will open 9 to 12 months after signing the Franchise Agreement. Factors that may affect this time include:

- the amount of time needed to find an approved site
- protracted lease negotiations with your landlord
- the amount of time needed to secure financing, insurance, licenses and permits
- the condition of your building and extent of required upgrades, remodeling and renovation
- construction delays due to labor or materials shortages, inclement weather or other reasons
- delayed delivery or installation of equipment and fixtures

- the amount of time needed to comply with zoning requirements and other laws and regulations
- the time needed to complete training
- the time needed to hire and train staff

ITEM 12 TERRITORY

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

Location of Your Store

Each Franchise Agreement grants you the right to operate one Store from a site we approve. You must identify a site for your Store within the Site Selection Area described in your Franchise Agreement.

You may relocate your Store with our prior written approval, which we will not unreasonably withhold. If we allow you to relocate you must: (a) obtain our approval of the new site for your Store within the Site Selection Area (but outside any territory assigned to another Store); (b) pay us, at the time we approve your relocation request, either (i) a $15,000 project management fee (if we serve as Project Manager for the new site) or (ii) a $5,000 relocation fee (if we do not serve as Project Manager for the new site); (c) comply with our then-current site selection and development requirements; (d) remove trade dress and alter the premises of the closed (i.e., former) Store to eliminate any resemblance to a MAIN SQUEEZE JUICE CO® Store; and (e) open your Store at the new site and resume operations within 30 days after closing your Store at the former site (you have 270 days to reopen at the new site if you relocate because your Store is destroyed, condemned or otherwise rendered unusable due to the physical condition of the premises). We may require that you conduct another grand opening marketing campaign to promote the opening of your Store at the new site.

Description of Territory (Franchise Agreement)

We will grant you a territory that consists of the geographic area within: (a) a 1.0-mile radius from your Store (if your Store is located in an urban or suburban area); or (b) a 1.5-mile radius from your Store (if your Store is located in a rural area). If we approve the site for your Store before you sign the Franchise Agreement, we will identify your territory in Part E of ATTACHMENT "A" to your Franchise Agreement. Otherwise, we will identify your territory in the Site Approval Notice we send to you after approving your site. Upon renewal, we reserve the right to modify the boundaries of your territory in accordance with our then-current territory guidelines and criteria.

Description of Development Territory (ADA)

If you acquire area development rights, we will grant you a development territory that will be described in Part C of ATTACHMENT "A" to your ADA. A development territory typically consists of a geographic area that coincides with the boundaries of a municipality, such as a city, county or state. There is no minimum or maximum size for a development territory. In determining the size of your development territory, we primarily consider the number of Stores you commit to develop.

You must sign a separate Franchise Agreement for each Store you develop. All Stores you develop must be located within your development territory. We must approve the site for each Store you develop according to our then-current site selection criteria. We send you a complete execution copy of the ADA that includes your development territory, development fee and development schedule at least 7 days before you sign it.

Territorial Protections and Limitations

During the term of your Franchise Agreement we will not develop or operate, or license a third party to develop or operate, another Store that uses our Marks and is located in your territory except as otherwise permitted below with respect to Captive Venues and Acquisitions (each defined below).

During the term of the ADA (if applicable) we will not develop or operate, or license a third party to develop or operate, another Store that uses our Marks and is located in your development territory other than: (a) any Store located in your development territory as of the date you sign the ADA (either open, under construction or for

which a Franchise Agreement has been signed); and (b) as otherwise permitted below with respect to Captive Venues and Acquisitions.

We reserve the right to develop and operate, and license third parties to develop and operate, Stores that are located in Captive Venues, including Captive Venues located within your territory and development territory, if applicable. A "Captive Venue" means a non-traditional outlet for a Store that is located within, or is a part of, another establishment or facility that consumers may visit for a purpose unrelated to the Store. Examples of Captive Venues include Stores that are located within:

- hotels or casinos
- college campuses or universities
- airports, train stations, bus stations or cruise terminals
- stadiums or sporting arenas
- shopping malls (enclosed or open retail centers with gross leasable area of 350,000 square feet or more)
- military bases
- concert venues
- amusement parks

We also reserve the right to acquire (or be acquired by) another company or system that sells goods or services the same as or similar to the goods or services sold by Stores, and the outlets of the acquired or acquiring company may be converted into MAIN SQUEEZE JUICE CO® outlets even if located in your territory or development territory, if applicable (an "Acquisition").

Alternative Channels of Distribution

We reserve the right to sell, and license others to sell, competitive or identical goods or services (either under the Marks or different trademarks) through Alternative Channels of Distribution, including within your territory and development territory, if applicable. An "Alternative Channel of Distribution" means any channel of distribution other than retail sales made to customers while present at a Store. Examples include:

- sales through direct marketing, such as over the Internet or through catalogs or telemarketing
- sales through retail stores that do not operate under the Marks, such as grocery stores, supermarkets, convenience stores or department stores
- sales made at wholesale
- sales through catering or delivery service
- sales through kiosks or mobile trailers
- sales made at farmers' markets

You are not entitled to any compensation for sales that take place through Alternative Channels of Distribution.

Restrictions on Your Sales and Marketing Activities

You can market and advertise outside your territory and development territory, if applicable, as long as you comply with all policies and procedures in the Manual governing extra-territorial marketing. You may not market or sell using Alternative Channels of Distribution (such as the Internet, catalog sales, telemarketing or other direct marketing) either inside or outside your territory or development territory, if applicable. You may not engage in any digital, online or similar types of marketing, either inside or outside your territory or development territory, if applicable. However, you may conduct social media marketing subject to the restrictions described in Item 11. You must comply with any minimum advertised pricing policy we establish from time to time. There are no other restrictions on your right to solicit customers, whether from inside or outside your territory or development territory, if applicable.

Additional Franchises and Territories

We do not grant options, rights of first refusal or similar rights to acquire additional territories or franchises, other than your right and obligation to develop the prescribed number of Stores within your development territory if you sign an ADA.

Competitive Businesses Under Different Marks

Neither we nor our affiliates currently intend to operate or franchise another business under a different trademark that sells products or services similar to those sold by a Store, but we reserve the right to do so.

ITEM 13 TRADEMARKS

Our affiliate, Main Squeeze Juice IP, LLC ("MSJIP"), owns the following trademarks registered on the Principal Register of the United States Patent and Trademark Office:

REGISTERED MARKS			
Mark	**Registration Number**	**Registration Date (Renewal Date)**	**Register (Principal or Supplemental)**
THE MAIN SQUEEZE	5084563	November 22, 2016 (June 24, 2022)	Principal
MAIN SQUEEZE JUICE CO.	5568665	September 25, 2018 (January 22, 2025)	Principal
	5568666	September 25, 2018 (January 22, 2025)	Principal
	6052617	May 12, 2020	Principal
MAKING HEALTHY EASIER	6097940	July 7, 2020	Principal

All required affidavits have been filed and we intend to file all renewals by the required renewal date.

We may change the trademarks you may use from time to time, including by discontinuing use of the Marks listed in Item 13. If this happens, you must change to the new trademark at your expense.

You must notify us immediately if you discover an infringing use (or challenge to your use) of the Marks. We will take the action we deem appropriate. We are not required to take any action if we do not feel it is warranted. You may not control any proceeding or litigation relating to our Marks.

The Franchise Agreement does not require that we: (a) protect your right to use the Marks or protect you against claims of infringement or unfair competition arising out of your use of the Marks; or (b) participate in your defense or indemnify you for expenses or damages you incur if you are a party to an administrative or judicial proceeding involving our marks or if the proceeding is resolved in a manner that is unfavorable to you.

There are currently no: (a) effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court; (b) pending infringements, oppositions or cancellations; (c) pending material litigation proceedings involving any of the Marks; or (d) infringing uses we are aware of that could materially affect your use of the Marks.

On June 7, 2022, we and MSJIP signed a License Agreement (the "License Agreement") granting us the right to use and sublicense the Marks to franchisees. The License Agreement term automatically renews annually unless terminated in accordance with its terms. MSJIP may terminate the License Agreement only if we: (a) declare bankruptcy or become insolvent; (b) breach MSJIP's quality control standards and fail to cure within a 60-day

cure period; or (c) consent to the termination. If the License Agreement terminates, all sublicenses granted to franchisees prior to the termination date remain in effect until the franchise agreement expires or terminates. No other agreements limit our right to use or sublicense the Marks.

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or pending patent applications are material to the franchise. Although we have not filed an application for copyright registration for our Manual, software systems, website, marketing materials or design elements of product packaging, we do claim a copyright to these items.

During the term of your Franchise Agreement, we will allow you to use certain confidential and proprietary information (some of which constitute "trade secrets") relating to the development, marketing and operation of a Store. Examples include:

- architectural plans, drawings and specifications for a prototype Store
- recipes, methods, techniques, policies, procedures, standards and specifications
- supplier lists and information
- marketing strategies and information
- information comprising the System

We will own all ideas, improvements, inventions, marketing materials and other concepts you develop relating to a Store. We will also own all operational and customer data relating to your Store. You must treat this data as confidential and proprietary. We license you the right to use this data during the term of your Franchise Agreement. You must comply with all applicable data protection laws and our data processing and data privacy policies in the Manual.

We provide access to our confidential information through the Manual, training programs and other periodic support and guidance. You may use this information solely for purposes of developing, marketing and operating your Store in compliance with the Franchise Agreement and Manual. We consider all information in the Manual to be confidential. You may not disclose our confidential information to anyone other than your employees, on a need-to-know basis, without our prior permission. All your employees and representatives must sign the Confidentiality Agreement attached to the Franchise Agreement before you give them access to our confidential information. Without our approval, you may not enter our confidential or proprietary information into public/open AI models or other AI models that use such information to train the AI.

You must promptly notify us if you discover any unauthorized use of our proprietary information or copyrighted materials. We are not obligated to act, but will respond as we deem appropriate. You may not control any proceeding or litigation involving allegations of unauthorized use of our proprietary information or copyrighted materials. We have no obligation to indemnify you for any expenses or damages arising from any proceeding or litigation involving our proprietary information or copyrighted materials. There are no infringements known to us at this time.

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

Owner Participation

You must designate an owner with overall responsibility for the management and operation of your Store (the "Managing Owner"). The Managing Owner must: (a) be approved by us; (b) have binding decision-making authority on matters involving the Store; (c) successfully complete all training programs we require; and (d) dedicate full-time efforts to the Store. The Managing Owner is not required to provide onsite management of your Store as long as a trained Store manager is onsite. The Managing Owner must provide onsite management during normal business hours at any time a trained Store manager is not onsite. Any new Managing Owner you appoint must successfully complete our then-current initial training program before managing your Store.

Except as otherwise provided above with respect to your Managing Owner, we do not require that your owners personally participate in the daily management or operation of your Store. If you are an entity, each person holding

a direct or indirect ownership interest in the entity and their spouse must sign the Owner Agreement attached to the Franchise Agreement, which requires the owner (or spouse) to: (a) comply with all brand protection covenants (except to the extent prohibited by law), covenants that protect our intellectual property and transfer restrictions set forth in the Franchise Agreement; and (b) guarantee the franchisee's financial obligations.

Store Managers

You may hire a Store manager (i.e., general manager) to assist the Managing Owner with onsite management and supervision of your Store. Your Managing Owner may (but need not) serve as a Store manager. Any person you hire as a Store manager must: (a) successfully complete all training programs we require; (b) dedicate full-time efforts to the onsite management and supervision of your Store; and (c) sign a Confidentiality Agreement. At all times during normal business hours, either the Managing Owner or a trained manager must be present at the Store to provide onsite management and supervision. The Managing Owner must supervise each manager to ensure the Store is operated in accordance with the Franchise Agreement and Manual. You may also hire assistant managers who would report to your Managing Owner or Store manager. We do not require that any of your managers own an equity interest in the franchise.

If your Store is managed by employee-managers and your Store either (a) fails 3 monthly mystery shopper inspections in any 6-month period or (b) fails 2 consecutive quarterly quality assurance and brand compliance audits, we may require that your Managing Owner provide full-time onsite management and supervision of your Store until such time that your Store has consistently passed all monthly mystery shopper inspections and quarterly quality assurance and brand compliance audits for a minimum of 6 consecutive months.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We must approve all goods and services you sell. You must offer all goods and services we require. You may not sell any goods or services we have disapproved. On occasion, we may require that you test market products and/or services at your Store. At any time, we may change the goods and services you sell and you must comply with the change.

You may only sell to retail customers while they are present at the Store. Unless you receive our prior approval, you may not: (a) offer or sell goods or services from any location other than your Store's premises; (b) produce, sell or provide goods or services through any other channel of distribution, including via catering or delivery service (unless otherwise approved by us), utilizing the services of a ghost kitchen or through an ecommerce site; (c) sell goods or services to any Person for purposes of resale; (d) use, or allow any other person to use, the kitchen or equipment in your Store as a ghost kitchen (or in any similar capacity) for purposes of preparing menu items for other brands or culinary concepts; (e) operate any co-branding marketing system; or (f) permit any vending machines, gaming machines, ATM machines or similar mechanical devices to be placed in your Store. If we authorize you to provide catering and/or delivery services, you must comply with all associated policies and procedures in the Manual.

We may require you to participate in a gift card or customer loyalty program in accordance with our policies and procedures.

ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise agreement (FA), Area Development Agreement (ADA) and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTIONS IN AGREEMENT**	**SUMMARY**
a. Length of the franchise term	FA: 1 (definition of Term) & 4.1	Term is equal to 10 years.
	ADA: 1 (definition of Term)	Term expires on the opening date listed in the development schedule for the last Store you are required to develop.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTIONS IN AGREEMENT**	**SUMMARY**
b. Renewal or extension of the term	FA: 4.1 & 4.2	If you meet our conditions for renewal, you can enter into 1 successor franchise agreement. The renewal term is 10 years. The parties may mutually agree to additional renewals but neither party is obligated to do so (subject to state law).
	ADA: 4.5	No renewal rights.
c. Requirements for you to renew or extend	FA: 4.1 & 4.2	You must: not be in default; give us timely notice; have timely satisfied all financial obligations to us and system suppliers; sign then-current form of franchise agreement; sign general release (subject to state law); pay renewal fee; remodel Store and upgrade furniture, fixtures and equipment to current standards; and extend lease for duration of renewal term. If you renew, you may be required to sign a contract with materially different terms and conditions than the original contract.
	ADA: 4.5	You may not renew or extend the term of the ADA.
d. Termination by you	FA: 20.1	You can terminate if we default and fail to timely cure.
	ADA: Not Applicable	You can terminate under any grounds permitted by law.
e. Termination by us without cause	FA: 20.3	We can terminate without cause if you provide your written consent.
	ADA: 8.2	
f. Termination by us with cause	FA: 20.2	We can terminate if you default.
	ADA: 8.1	
g. "Cause" defined - curable defaults	FA: 20.2	You have the following cure periods: (a) 24 hours for health or safety hazards; (b) 10 days for financial defaults; (c) 20 days for loss of a required license or permit; and (d) 30 days for any other default (other than a default described below under "non-curable defaults").
	ADA: 8.1	You have 30 days to cure any default other than a default described below under "non-curable defaults".
h. "Cause" defined - non-curable defaults	FA: 20.2	The following defaults cannot be cured: insolvency, bankruptcy or asset seizure; failure to successfully complete training; failure to find approved site or open in timely manner; abandonment; certain criminal convictions or administrative enforcement actions; violation of material law; acts that may adversely affect reputation of System or Marks; 2nd underreporting of Gross Sales by 2% or more; knowing failure to record sales in POS system; unauthorized Transfer; failure to notify us of a matter described in §15.6; material misrepresentation; unauthorized use of our intellectual property; breach of brand protection covenant, legal compliance representation or Owner Agreement; termination of lease due to your default; 3 or more default notices in a 12-month period; or termination of any other agreement between you (or your affiliate) and us (or our affiliate) due to your default. However, termination of an ADA due to breach of the development schedule is not grounds for termination of any Franchise Agreement that is otherwise in good standing.
	ADA: 8.1	If we terminate a franchise agreement due to your default, we may terminate the ADA without opportunity to cure.
i. Your obligations on termination/ non-renewal	FA: 21.1	Obligations include: return Manual and branded materials; remove trade dress and alter premises to eliminate resemblance to a Store; cease use of intellectual property; cancel fictitious names; assign telephone numbers, listings and domain names; comply with data retention policies; and pay amounts due (also see "r", below).
	ADA: Not Applicable	The ADA does not impose any post-term obligations on you.
j. Assignment of contract by us	FA: 19.1	No restriction on our right to assign.
	ADA: 7.1	

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTIONS IN AGREEMENT**	**SUMMARY**
k. "Transfer" by you – definition	FA: 1 (definition of Transfer) & 19.2 ADA: 1 (definition of Transfer) & 7.2	Includes transfer of contract or assets, or ownership change.
l. Our approval of transfer by you	FA: 1 (definition of Permitted Transfer), 19.2 & 19.3 ADA: 1 (definition of Permitted Transfer), 7.2 & 7.3	You may engage in a Permitted Transfer (defined in Note 2 in Item 6) without approval. We must approve other Transfers but will not unreasonably withhold approval.
m. Conditions for our approval of transfer	FA: 19.2	Transferee must: meet our qualifications; successfully complete training (or arrange to do so); obtain required licenses and permits; assume your obligations under Business contracts; sign then-current form of franchise agreement for 10-year term or, at our option, assume your Franchise Agreement; and remodel Store and upgrade furniture, fixtures and equipment to current standards within 1 year of Transfer or such shorter period of time we specify. You must: be compliant with Franchise Agreement; assign lease; pay transfer fee (subject to state law); subordinate transferee's ongoing payments owed to you (if any) to transferee's financial obligations owed to us; and sign general release (subject to state law). We must notify you that we will not exercise our right of first refusal.
	ADA: 7.2	Transferee must: meet our qualifications; successfully complete training (or arrange to do so); and sign then-current form of area development agreement for remainder of term or, at our option, assume your ADA. You must: be compliant with Franchise Agreements and ADA; assign all Franchise Agreements to same purchaser unless we agree to contrary (or we instruct transferee to sign then-current form of franchise agreement); comply with transfer provisions in Franchise Agreements; pay transfer fee (subject to state law); and sign general release (subject to state law). We must notify you that we will not exercise our right of first refusal.
n. Our right of first refusal to acquire your business	FA: 19.5	We can match any offer for your business.
	ADA: 7.5	We can match any offer for your area development rights.
o. Our option to purchase your business	FA: 21.2	We have the option to purchase your Store (or any assets we designate) when your franchise terminates or expires.
	ADA: Not Applicable	The ADA does not include a purchase option.
p. Your death or disability	FA: 19.4 ADA: 7.4	Within 180 days, interest must be assigned by estate to an assignee in compliance with conditions for other Transfers. We may designate a manager to operate the Store prior to Transfer.
q. Non-competition covenants during the term of the franchise	FA: 14.3	No involvement in a competing business.
	ADA: Not Applicable	The ADA does not impose any noncompetition covenants.
r. Non-competition covenants after the franchise is terminated or expires	FA: 14.3	No involvement for 2 years in a competing business located at your Store or within 10 miles of your Store or any other Store.
	ADA: Not Applicable	The ADA does not impose any noncompetition covenants.
s. Modification of	FA: 24.3 & 24.8	We may unilaterally change the Franchise Agreement (to reduce scope of

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTIONS IN AGREEMENT**	**SUMMARY**
the agreement	ADA: 12.7	restrictive covenants or conform to state law) and Manual. Other changes require a written agreement signed by both parties.
t. Integration/ merger clause	FA: 24.8	Only terms of the Franchise Agreement and ADA and their attachments are binding (subject to state law). Any representations or promises made outside the Disclosure Document, Franchise Agreement and ADA may not be enforceable. Nothing in the Franchise Agreement, ADA or related agreements is intended to disclaim any representations we made in this Disclosure Document. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the beginning of the franchise relationship has the effect of (a) waiving any claim under applicable state franchise law, including fraud in the inducement or (b) disclaiming reliance on any statement made by us or any franchise seller or other person acting on our behalf. This provision supersedes any other term of any document signed in connection with the franchise.
	ADA: 12.7	
u. Dispute resolution by arbitration or mediation	FA: 22	Subject to state law, all disputes must be mediated before litigation, except for certain disputes involving our intellectual property or compliance with restrictive covenants.
	ADA: 10	
v. Choice of forum	FA: 22	Subject to state law, all mediation and litigation must take place in county where we maintain our principal place of business at time dispute arises (currently, Maricopa County, Arizona).
	ADA: 10	
w. Choice of law	FA: 24.1	Subject to state law, Delaware law governs.
	ADA: 12.1	

ITEM 18 PUBLIC FIGURES

Marques Colston and Thomas Morstead are public figures that are associated with us.

Mr. Colston is a former NFL wide receiver who played for the New Orleans Saints from 2006 to 2015. He owns a 4.42% ownership interest in the franchise company. He is not an employee or officer of the company and does not have an active role in our management or operations. He does not currently receive any compensation from us for the use of his name to promote the sale of the franchises or for his endorsement of the franchise opportunity.

Mr. Morstead is also a player in the NFL. He was drafted in 2009 by the New Orleans Saints and currently plays for the Miami Dolphins. He owns a 2.58% ownership interest in the franchise company. He is not an employee or officer of the company and does not have an active role in our management or operations. He does not currently receive any compensation from us for the use of his name to promote the sale of the franchises or for his endorsement of the franchise opportunity.

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.

Defined Terms

For purposes of this FPR, the following terms have the meanings given to them below:

"***Captive Venue Store***" means any Store located in a Captive Venue (as defined in Item 12).

"***Company-Owned Store***" means any Store owned by us, our affiliate or a person listed in Item 2 of this Disclosure Document if that person is also involved with the management of the Store.

"***Converted Store***" means a Store that was a Company-Owned Store sold to a franchisee, or a Franchised Store reacquired by us or our affiliate, during the Measuring Period.

"***FPR***" means the financial performance representation set forth in Item 19 of this Disclosure Document.

"***Franchised Store***" means any Store owned by a franchisee.

"***Gross Sales***" means the total revenue generated from all goods and services sold by the Store. It includes amounts collected and later refunded but excludes taxes, authorized coupons and employee tips.

"***Measuring Period***" means the period of time that begins January 1, 2025 and ends December 31, 2025.

"***Qualifying Store***" means any Company-Owned Store or Franchised Store that: (a) was open and operating throughout the entire Measuring Period; and (b) is not a Captive Venue Store or Satellite Store.

System Statistics

For purposes of this FPR, each Store may be referred to as an "outlet." As of December 31, 2025 (the last day of the Measuring Period) there were: (a) 23 Franchised Stores in operation, 19 of which are Qualifying Stores; and (b) 0 Company-Owned Stores. The table below summarizes the statistics and the number of Qualifying Stores:

System Statistics for FPR							
Outlet Type	***2025 Transactions and Statistics***				**Converted Stores**	**Captive Venue Stores**	**Qualifying Stores**
	Open Jan 1, 2025	**Opened**	**Closed**	**Open Dec 31, 2025**			
Franchised	28	1	6	23	1	1	19
Company-Owned	0	0	0	0	0	0	0

This FPR is limited to data from Franchised Stores. Of the 23 Franchised Stores open as of December 31, 2025, we excluded 4 for the following reasons:

- 1 outlet was excluded because it opened in 2025 and was not open the entire Measuring Period
- 1 outlet was excluded because it is a Captive Venue Store located in a business complex that: (a) primarily serves as a juice production facility for other Stores; (b) is much smaller than a typical Store; and (c) has a limited customer base of individuals who work in the business complex
- 1 outlet was excluded because it is a Converted Store
- 1 outlet was excluded because it is an independently operated Store, owned by the original founders of our System, that: (a) is no longer a Company-Owned Store; (b) is not subject to a franchise agreement; and (c) does not provide us with Gross Sales data.

There are no material differences between the operations of the Qualifying Stores and the franchised business offered under this Disclosure Document.

Subsets

This FPR presents Gross Sales data for all 19 Qualifying Stores. We have separately broken down the data into Quartiles based on performance. Each Quartile is a separate subset. The table below lists the various subsets, and the number of Qualifying Stores in each subset:

Subsets	Number of Qualifying Stores in Subset
All Qualifying Outlets	19
Quartile 1 - bottom 25%	5
Quartile 2 - mid-bottom 25%	5
Quartile 3 - mid-top 25%	5
Quartile 4 - top 25%	4

Financial Performance Representation

The following FPR presents historical Gross Sales data achieved by the 19 Qualifying Stores. It includes the highest, lowest, median and average Gross Sales figures. It also includes the number and percentage of outlets in the subset that attained or surpassed the stated average Gross Sales figure.

Financial Performance Representation – 19 Franchised Stores (2025)					
Subsets	**Highest**	**Lowest**	**Median**	**Average**	**Number & Percentage At or Above Average**
All Qualifying Outlets (19 Outlets)	$625,997	$70,609	$414,746	$365,908	11 of 19 (57.9%)
Quartile 1 (5 Outlets)	$259,043	$70,609	$166,822	$175,474	2 of 5 (40.0%)
Quartile 2 (5 Outlets)	$414,746	$274,010	$330,546	$334,042	2 of 5 (40.0%)
Quartile 3 (5 Outlets)	$469,014	$417,345	$434,003	$436,365	2 of 5 (40.0%)
Quartile 4 (4 Outlets)	$625,997	$499,445	$548,700	$555,710	1 of 4 (25.0%)

Notes:

1. Source of Data: We obtained Gross Sales data from the point-of-sale system used by the Franchised Stores.
2. Historical Data: The FPR reflects the historical results achieved by the Qualifying Stores described above.
3. No Expenses: The financial performance representation does not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Store. Franchisees or former franchisees, listed in the Franchise Disclosure Document, may be one source of this information.

Some Stores have sold this amount. Your individual results may differ. There is no assurance that you will sell as much.

Written substantiation for this financial performance representation will be made available to you upon your reasonable written request.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our Chief Executive Officer, Jennifer Dodd, at 16220 N. Scottsdale Road, Suite 300, Scottsdale, Arizona 85254 or by phone at (504) 322-7055, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

TABLE 1 - SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 2023 TO 2025				
Outlet Type	**Year**	**Outlets at the Start of the Year**	**Outlets at the End of the Year**	**Net Change**
Franchised	2023	26	32	+6
	2024	32	28	-4
	2025	28	23	-5
Company-Owned	2023	1	0	-1
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	27	32	+5
	2024	32	28	-4
	2025	28	23	-5

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR) FOR YEARS 2023 TO 2025		
State	**Year**	**Number of Transfers**
Louisiana	2023	4
	2024	0
	2025	1
Missouri	2023	1
	2024	0
	2025	0
Texas	2023	1
	2024	0
	2025	1
Total	2023	6
	2024	0
	2025	2

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2023 TO 2025								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Terminations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations - Other Reasons**	**Outlets at End of Year**
Arizona	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	1	0
Florida	2023	1	1	0	0	0	0	2
	2024	2	0	1	0	0	1	0
	2025	0	0	0	0	0	0	0
Georgia	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2023 TO 2025								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Terminations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations - Other Reasons**	**Outlets at End of Year**
Louisiana	2023	10	2	1	0	0	0	11
	2024	11	1	0	0	0	2	10
	2025	10	0	0	0	0	2	8
Mississippi	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	1	0
Missouri	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Tennessee	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Texas	2023	13	2	0	0	0	1	14
	2024	14	2	3	0	0	1	12
	2025	12	1	0	0	0	2	11
Totals	2023	26	8	1	0	0	1	32
	2024	32	4	4	0	0	4	28
	2025	28	1	0	0	0	6	23

TABLE 4 - STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2023 TO 2025							
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Outlets Reacquired From Franchisee**	**Outlets Closed**	**Outlets Sold to Franchisee**	**Outlets at End of Year**
Louisiana	2023	1	0	0	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Totals	2023	1	0	0	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

TABLE 5 - PROJECTED OPENINGS AS OF DECEMBER 31, 2025			
State	**Franchise Agreements Signed But Outlet Not Opened**	**Projected New Franchised Outlets in the Next Fiscal Year**	**Projected New Company-Owned Outlets in the Next Fiscal Year**
Louisiana	7	1	0
Mississippi	1	1	0
Missouri	2	1	0
Texas	5	0	0
Total	15	3	0

Notes:

1. Table 3 includes 1 franchised outlet in Louisiana (Lake Charles) that is the original Store opened by MSJC

(Main Squeeze Juice Company, LLC). This Store is not affiliated with us in any way and is not subject to a franchise agreement. In essence, this Store operates independently as previously agreed to by MSJC and our predecessor, Squeeze Holdings.

2. In 2023, there were 2 I Love Juice franchisees who signed Franchise Agreements to convert to their stores to become MAIN SQUEEZE JUICE COMPANY® stores but never completed the conversion process and did not at any time operate their stores under our Marks. These Franchise Agreements were terminated in 2023 and the conversion process was discontinued.

3. In 2024, 3 outlets in Metairie and New Orleans, Louisiana were closed and re-opened by a new franchisee before the end of the year. Since the outlets were closed and re-opened in the same year, Table 3 does not reflect the temporary closures.

A list of all current franchisees is attached to this Disclosure Document as EXHIBIT "F" (Part A), including their names and the addresses and telephone numbers of their outlets as of December 31, 2025. In addition, EXHIBIT "F" (Part B) lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

In the last 3 fiscal years, some franchisees have signed confidentiality agreements with us. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

As of the issuance date of this Disclosure Document, we have created and endorse the following franchise advisory council:

Franchise Action Council
16220 N. Scottsdale Road, Suite 300
Scottsdale, Arizona 85254
Contact: Zack Cheaney, President
Phone: (985) 951-9901

Except for Franchise Action Council, there are no: (a) trademark-specific franchisee organizations associated with the franchise system being offered that we have created, sponsored or endorsed; or (b) independent franchisee organizations that have asked to be included in this Disclosure Document.

ITEM 21 FINANCIAL STATEMENTS

Our fiscal year ends on December 31st. Audited financial statements of Main Squeeze Juice Franchising, LLC for the fiscal years ended December 31, 2025, December 31, 2024 and December 31, 2023 are attached to this Disclosure Document as EXHIBIT "H".

ITEM 22 CONTRACTS

Attached to this Disclosure Document (or the Franchise Agreement attached to this Disclosure Document) are copies of the following franchise and other contracts or agreements proposed for use or in use in this state:

Exhibits to Disclosure Document

EXHIBIT "C"	Franchise Agreement
EXHIBIT "D"	Area Development Agreement
EXHIBIT "I"-1	State Addenda
EXHIBIT "I"-2	Franchisee Disclosure Questionnaire **(Questionnaire may not be signed or used if the franchisee resides within, or the franchised business will be located within, a franchise registration state)**

EXHIBIT "I"-3 General Release

Attachments to Franchise Agreement

ATTACHMENT "B" Site Approval Notice
ATTACHMENT "C" Lease Addendum
ATTACHMENT "D" Owner Agreement
ATTACHMENT "E" ACH Authorization Form
ATTACHMENT "F" Confidentiality Agreement

ITEM 23 RECEIPT

EXHIBIT "K" to this Disclosure Document are detachable receipts. You are to sign both, keep one copy and return the other copy to us.

EXHIBIT "A"

TO DISCLOSURE DOCUMENT

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA
Commissioner of Financial Protection & Innovation
Department of Financial Protection & Innovation
320 West 4th Street, #750
Los Angeles, CA 90013
(213) 576-7500
1-866-275-2677

HAWAII
Commissioner of Securities of the State of Hawaii
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Agents for Service of Process:
Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS
Illinois Attorney General
Chief, Franchise Division
500 South Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA
Secretary of State
Securities Division
Room E-018
302 West Washington Street
Indianapolis, IN 46204
(317) 232-6681

MARYLAND
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202
(410) 576-6360

Agent for Service of Process:
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN
Franchise Section
Consumer Protection Division
525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor
Lansing, MI 48913
(517) 335-7567

MINNESOTA
Commissioner of Commerce
Director of Registration
85 Seventh Place East, #280
St. Paul, Minnesota 55101-3165
(651) 539-1638

NEW YORK
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
Phone: (212) 416-8222

Agents for Service of Process:
New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, NY 12231

NORTH DAKOTA
North Dakota Securities Department
State Capitol, 5th Floor, Dept 414 600 East Boulevard Avenue
Bismarck, North Dakota 58505
(701) 328-4712

RHODE ISLAND
Department of Franchise Regulation
1511 Pontiac Avenue, John O. Pastore Complex, Bldg 69-1
Cranston, Rhode Island 02920
(401) 462-9527

SOUTH DAKOTA
Department of Labor and Regulation
Division of Insurance Securities Regulation
124 S Euclid, 2nd Floor
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

Agents for Service of Process:
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

WASHINGTON
Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

Mailing Address:
Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, WA 98507

WISCONSIN
Department of Financial Institutions
Division of Securities
201 W Washington Avenue, Suite 500, Madison, WI 53703
(608) 261-9555

EXHIBIT "B"

TO DISCLOSURE DOCUMENT

FRANCHISOR'S AGENT FOR SERVICE OF PROCESS

Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808
(302) 636-5401

In states listed in EXHIBIT "A", the additional agent for Service of Process is listed in EXHIBIT "A"

EXHIBIT "C"

TO DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

[See Attached]

FRANCHISE AGREEMENT

FRANCHISEE: _____
DATE: _____

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ATTACHMENTS

ATTACHMENT "A"	Deal Terms
ATTACHMENT "B"	Form of Site Approval Notice
ATTACHMENT "C"	Lease Addendum
ATTACHMENT "D"	Owner Agreement
ATTACHMENT "E"	Payment Authorization Forms
ATTACHMENT "F"	Confidentiality Agreement

MAIN SQUEEZE FRANCHISE AGREEMENT

This Main Squeeze Franchise Agreement (this "Agreement") is entered into as of _____, 202__ (the "Effective Date") between Main Squeeze Juice Franchising, LLC, a Delaware limited liability company ("we" or "us") and _____, a(n) _____ ("you").

1. DEFINITIONS. Capitalized terms not defined above have the meanings given to them below:

"*Account*" means the checking account you designate from which we deduct fees and other amounts owed to us and our affiliates in accordance with §13.5.

"*ACH Agreement*" means the ACH Authorization Agreement attached as ATTACHMENT "E".

"*Acquisition*" means either: (a) a competitive or non-competitive company, franchise system, network or chain directly or indirectly acquiring us, whether in whole or in part, including by asset or stock purchase, change of control, merger, affiliation or otherwise; or (b) us, or our affiliate or parent, directly or indirectly acquiring another competitive or non-competitive company, franchise system, network or chain, whether in whole or in part, including by asset or stock purchase, change of control, merger, affiliation or otherwise.

"*Acquired Assets*" means any assets associated with your Store that we elect to purchase upon termination or expiration of this Agreement, as further described in §21.2(a).

"*AI Technology*" means an engineered or machine-based system designed to simulate human intelligence that exhibits adaptiveness after deployment and/or generates outputs (e.g., predictions, recommendations or decisions) for a given set of inputs/objectives, including systems employing computation techniques to simulate intelligent behavior or automate complex tasks (e.g., machine learning, deep learning, natural language processing, computer vision, neural networks, generative artificial intelligence, predictive analytics, intelligent automation tools and algorithmic processing systems).

"*Alternative Channels of Distribution*" means any channel of distribution other than retail sales made to customers while present at a Store, including, but not limited to: (a) sales through direct marketing, such as over the Internet or through catalogs or telemarketing; (b) sales through retail stores that do not operate under the Marks, such as grocery stores, supermarkets, convenience stores or department stores; (c) sales made at wholesale; (d) sales through catering or delivery service; (e) sales made from kiosks or mobile food trucks; or (f) sales at farmers' markets.

"*Anti-Terrorism Law*" means Executive Order 13224 issued by the U.S. President (or any successor Order), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (or any successor legislation) and all other present and future Laws addressing or in any way relating to terrorist acts and acts of war.

"*Appraised Value*" means the fair market value of the Acquired Assets as determined by independent appraisers in accordance with §21.2(b).

"*Business*" means the franchised business you operate pursuant to this Agreement.

"*Business Data*" means, collectively or individually, Customer Data and Operational Data.

"*Captive Venue*" means a non-traditional outlet for a Store that is located within, or is a part of, another establishment or facility that consumers may visit for a purpose unrelated to the Store. Examples of Captive Venues include Stores that are located within hotels, casinos, college campuses, universities, airports, train stations, bus stations, cruise terminals, stadiums, sporting arenas, shopping malls (enclosed or open retail centers with gross leasable area of 350,000 square feet or more), military bases, concert venues, amusement parks, or similar types of establishments.

"*Claim*" means any action, allegation, assessment, claim, demand, litigation, proceeding or regulatory procedure, investigation or inquiry.

"*Competing Business*" means any business that meets at least one of the following criteria: (a) any store or foodservice business that offers, as a primary offering: fresh or bottled juices; smoothies; cleanses; other fruit and/or vegetable-based beverage items; and/or acai' bowls; (b) any business that solicits, offers or sells franchises or licenses for a business that meets the criteria in clause (a) of this definition; and/or (c) any

business that services, trains, supports, consults with, advises or otherwise assists any Person with respect to the development, management and/or operation of a business that meets the criteria in clause (a) of this definition. A Competing Business does not include any Store operated pursuant to a valid franchise agreement or license agreement with us or our affiliate.

"*Confidential Information*" means and includes: (a) Know-How; (b) Business Data; (c) information in the Manual or comprising the System; (d) terms of Definitive Agreements and any amendments thereto; and (e) all other concepts, ideas, trade secrets, financial information, marketing strategies, expansion strategies, studies, supplier information, customer information, franchisee information, investor information, flow charts, inventions, mask works, improvements, discoveries, standards, specifications, formulae, recipes, designs, sketches, drawings, policies, processes, procedures, methodologies and techniques, together with analyses, compilations, studies or other documents that are: (i) designated as confidential; (ii) known by you to be considered confidential by us; and/or (iii) reasonably to be considered confidential due to their nature. Confidential Information does not include information that: (a) is now, or subsequently becomes, generally available to the public (except as a result of a breach of confidentiality obligations by you or your Owners, employees or other constituents); (b) you can demonstrate was rightfully possessed by you or an Owner, without obligation of nondisclosure, before we disclosed the information to you or the Owner; (c) is independently developed by you or an Owner without any use of, or reference to, any Confidential Information; or (d) is rightfully obtained from a third party who has the right to transfer or disclose the information to you or an Owner without breaching a confidentiality covenant imposed on such third party.

"*Confidentiality Agreement*" means the Confidentiality Agreement attached as ATTACHMENT "F".

"*Copyrighted Materials*" means all copyrightable materials for which we or our affiliate claim or secure common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of a Store.

"*Customer Data*" means and includes any and all data that pertains to a Store customer, including name, address, contact information, date of birth, purchase history and any information collected in connection with any loyalty program or for any other purpose.

"*Definitive Agreements*" means, collectively: (a) this Agreement; (b) the Area Development Agreement pursuant to which this Agreement is executed (if applicable); (c) any other Franchise Agreement between you (or your affiliate) and us (or our affiliate) for a Store or any other franchised concept; and (d) all ancillary agreements executed in connection with the foregoing, including Owner Agreements.

"*Dispute*" means any Claim or dispute between the parties that involves or relates to a Definitive Agreement, the offer or sale of franchise rights or the relationship between the parties.

"*Entity*" means a corporation, partnership, limited liability company or other form of association.

"*Equity Interest*" means a direct or indirect ownership or other beneficial interest in a business or Entity.

"*Excluded Claim*" means any Claim that, according to §22, is not subject to mandatory mediation.

"*Force Majeure*" means acts or circumstances beyond a party's control, including fire, storm, flood, earthquake, explosion or accident, acts of war or terrorism, rebellion, insurrection, sabotage, epidemic, failures or delays of transportation and strikes, provided that: (a) the non-performing party promptly notifies the other party of the Force Majeure event; (b) the non-performing party is without fault and could not have prevented the delay or failure with reasonable precautions; (c) nothing herein excuses or permits delays or failures to pay fees or other amounts owed on the applicable due date; (d) insolvency, lack of required funds or financing, currency fluctuations, currency devaluations, foreign exchange controls or inflation shall never be deemed Force Majeure; and (e) an epidemic or pandemic of a contagious illness or disease, or economic or financial changes caused by an epidemic or pandemic of a contagious illness or disease, is not Force Majeure except to the extent a Governmental Authority mandates closure (or prevents the opening) of the Store as a result of such epidemic or pandemic.

"*Franchisee Entity*" means an Entity that: (a) signs this Agreement as the franchisee (if this Agreement is signed by an Entity); or (b) assumes this Agreement subsequent to its execution by the original Owners.

"*General Release*" means our then-current form of Waiver and Release of Claims you and your Owners must sign pursuant to §4.2 in connection with a franchise renewal or §19.2 in connection with a Transfer.

"*Governmental Authority*" means any national, provincial, state, county, local, municipal or other government, or any ministry, department, agency or subdivision thereof, whether administrative or regulatory, or any other body that exercises similar functions, including courts and taxing authorities.

"*Gross Sales*" means all amounts that you charge, invoice or collect from all goods and services you sell (whether the sales occur on-premises or off premises), whether in the form of cash, check, credit card, debit card, barter, exchange or otherwise, and regardless of collection, together with any other revenue or monies derived in connection with your Store, including any advertising revenues, sponsorship fees and business interruption insurance proceeds. Gross Sales excludes: (a) sales or use taxes you pay to a Governmental Authority; (b) revenue derived from the sale of furniture, fixtures or equipment in the ordinary course; (c) any authorized coupon or other promotional discounts you provide to your customers; and (d) tips paid to and retained by staff members as a gratuity. The Manual may include policies governing the calculation of Gross Sales relating to: (a) proceeds from the sale of gift cards; and/or (b) qualifying purchases and redemptions by members under loyalty programs.

"*Improvement*" means any idea, addition, modification or improvement to the (a) goods or services offered or sold at a Store, including new or modified recipes or menu items, (b) method of operation of a Store, (c) processes, systems or procedures utilized by a Store, (d) marketing, advertising or promotional materials, programs or strategies utilized by a Store or (e) trademarks, service marks, logos or other intellectual property utilized by a Store, whether developed by you, an Owner, an employee or any other Person.

"*Indemnified Parties*" means and includes us and each of our past, present and future owners, members, officers, directors, employees and agents, as well as our parents, subsidiaries and affiliates, and each of their past, present and future owners, members, officers, directors, employees and agents.

"*Intellectual Property*" means, collectively or individually, the Business Data, Copyrighted Materials, Improvements, Know-how, Marks and System.

"*Interim Manager*" means a Person we designate to temporarily manage your Store pursuant to §8.4.

"*Interim Term*" means a month-to-month extension of the Term under the circumstances described in §4.3.

"*IP Dispute*" means any: (a) actual or suspected infringement of the Intellectual Property; (b) challenge to your use of the Intellectual Property; or (c) claim by any Person, other than us or our affiliate, of any rights in or to the Intellectual Property.

"*Know-how*" means and includes our (and our affiliates') trade secrets and other proprietary information relating to the design, construction, development, marketing or operation of a Store, including: architectural plans, drawings and specifications for a prototype Store; site selection criteria; recipes; methods and techniques; standards and specifications; policies and procedures; supplier lists and information; marketing strategies; merchandising strategies; and information comprising the System or included in the Manual.

"*Law*" means and includes laws, rules, regulations and ordinances as well as judgments, decrees, orders, advisory opinions, directives, interpretive statements and releases issued by Governmental Authorities.

"*Licenses*" means and includes any and all licenses, permits, certifications, accreditations and other authorizations or approvals that (a) are issued by a Governmental Authority or national accreditation organization and (b) are required Law (or are required by us) for the operation of a Store.

"*Local Marketing Commitment*" means the minimum amount of money you must spend each month on local advertising and marketing to promote your Store in accordance with §10.3(c).

"*Losses*" means and includes: costs, expenses, liabilities and financial loss; actual, compensatory, exemplary, punitive and other damages (including damage to reputation or goodwill); fines and penalties; settlement amounts; judgments; attorneys' fees; experts' fees; court costs; Travel Expenses and other costs associated with investigating or defending a Claim.

"*Management Training*" means our then-current franchise operations and management training program.

"*Managing Owner*" means the Owner you designate and we approve with primary responsibility for the overall management and supervision of the Store in accordance with §8.1.

"*Manual*" means our confidential Brand Standards Manual for the operation of a Store, as further described in §11.1. The Manual includes, among other things, our MSJC Operations Manual, MSJC Development Manual, MSJC Procurement List and other documents, information and directions, most of which are accessible through our MSJC Shared Drive.

"*Market Introduction Campaign*" means the customized marketing and promotional strategy to promote the opening of your Store in accordance §10.2.

"*Marks*" means and includes: (a) all service marks, trademarks, trade names and logos that we designate from time to time and authorize Stores to use, including THE MAIN SQUEEZE®, MAIN SQUEEZE JUICE CO.® and related logos; and (b) any distinctive trade dress used to identify a Store or the products it sells.

"*Operational Data*" means and includes all data and information pertaining to the operation of your Business including employee data, expense data, financial accounting data and Gross Sales data.

"*Owner*" means a Person who either: (a) directly signs this Agreement as the franchisee, either alone or in conjunction with one or more other Persons; or (b) directly or indirectly through one or more intermediaries owns an Equity Interest in the Business or Franchisee Entity.

"*Owner Agreement*" means the Owner Agreement attached as ATTACHMENT "D".

"*PCI-DSS*" means the payment card industry data security standard, which is a set of security requirements established by the following major credit card brands from time to time: American Express, Discover Financial Services, JCB International, MasterCard Worldwide, and Visa Inc., which standards are set forth at https://www.pcisecuritystandards.org as of the Effective Date.

"*Permitted Transfer*" means a Transfer: (a) between existing Owners; or (b) by the Owners to a new Franchisee Entity for which such Owners collectively own and control 100% of the Equity Interests; *provided, however*, that a Permitted Transfer does not include a Transfer that results in the Managing Owner no longer owning a material Equity Interest in the Business or the Franchisee Entity.

"*Person*" means an individual, Entity, unincorporated organization, joint venture, Governmental Authority, estate (or executor thereof) or trust (or trustee thereof).

"*POS System*" means our proprietary point-of-sale and management software system described in §6.2.

"*Post-Term Restricted Period*" means, with respect to you, the two-year period after the termination, expiration or Transfer of this Agreement; *provided, however*, that if a court of competent jurisdiction determines the two-year period is too long to be enforceable then Post-Term Restricted Period means the one-year period after the termination, expiration or Transfer of this Agreement.

"*Post-Term Restricted Period*" means, with respect to an Owner, the two-year period after the earlier to occur of: (a) the termination, expiration or Transfer of this Agreement; or (b) the date on which the Owner no longer owns an Equity Interest in the Business or Franchisee Entity; *provided, however*, that if a court of competent jurisdiction determines the two-year period is too long to be enforceable then Post-Term Restricted Period means the one-year period after the earlier to occur of: (a) the termination, expiration or Transfer of this Agreement; or (b) the date on which the Owner no longer owns an Equity Interest in the Business or Franchisee Entity.

"*Program Participation Rules*" means the policies, procedures, fees and other requirements pertaining to any gift card, loyalty or other system-wide program we implement pursuant to §11.12.

"*Prohibited Activities*" means and includes any of the following: (a) owning, operating or having any other interest (e.g., as a director, officer, employee, manager, consultant, creditor, representative, agent or in any similar capacity) in a Competing Business, other than owning less than 5% of the Equity Interests in a Competing Business that is a publicly-traded company; (b) disparaging or otherwise making negative comments about us, our affiliate, the System or any Store (this provision does not prohibit disclosure of truthful information to Governmental Authorities); (c) diverting or attempting to divert any business from us, our affiliate or another franchisee; and/or (d) inducing any Person to transfer their business from a Store to a

competitor.

"*Project Management Services*" means the services provided by the Project Manager relating to the design, construction and development of your Store, as further described in §6.3.

"*Project Manager*" means the Person we designate (which may be us or an unaffiliated company) to serve as your Project Manager and provide the Project Management Services.

"*Reportable Event*" means any event or occurrence described in §15.6 that you must report to us.

"*Restricted Territory*" means the geographic area within a 10-mile radius from: (a) your Store (including the Store premises); and (b) all other Stores that are open or under construction when the Post-Term Restricted Period begins; *provided, however*, that if a court of competent jurisdiction determines the foregoing Restricted Territory is too broad to be enforceable then Restricted Territory means the geographic area within a 10-mile radius from your Store (including the Store premises).

"*Site Approval Notice*" means the Site Approval Notice attached as ATTACHMENT "B".

"*Site Selection Area*" means the geographic area described in Part B of ATTACHMENT "A" and within which you must find a site we approve for your Store.

"*Store*" means any Main Squeeze store we authorize to operate under the Marks and use our System.

"*Successor Agreement*" means our then-current form of Main Squeeze Franchise Agreement you must sign pursuant to §4.2 in connection with a renewal of your franchise rights.

"*System*" means our proprietary business format and system for the operation of a Store, the distinctive characteristics of which include: distinctive interior and exterior design, décor, color schemes, graphics, fixtures and furnishings; proprietary products and recipes; operational and customer service standards and procedures; advertising and marketing strategies, programs, specifications and requirements; operating system; and other standards, specifications, techniques and procedures we designate from time to time.

"*Technology Systems*" means all information and communication technology systems we specify from time to time, including computer and POS systems, online ordering systems, kiosk self-ordering systems, webcam systems, telecommunications systems, AI Technology, security systems, music systems and similar systems, together with the associated hardware, software and related equipment, applications and third-party services relating to the establishment, use, maintenance, monitoring, security or improvement of these systems.

"*Term*" means the period of time beginning on the Effective Date and expiring on the earlier to occur of: (a) the 10th anniversary of the Effective Date; or (b) the date this Agreement is effectively terminated.

"*Territory*" means the protected territory for your Store, as further described in §3.

"*Third-Party Technology*" means any Technology Systems (or components thereof) that are owned by Persons who are not affiliated with us.

"*Transfer*" means any direct or indirect, voluntary or involuntary, assignment, sale, sublicense or other transfer or disposition of: (a) this Agreement; (b) the franchise or intellectual property rights granted by this Agreement; (c) your Business; (d) your Business assets, excluding the sale of furniture, fixtures or equipment in the ordinary course; (e) the right to manage the Store or occupy its premises; or (f) an Equity Interest in the Business or Franchisee Entity; including by: merger or consolidation; judicial award, order or decree; issuance of additional Equity Interests (including public and private offerings); foreclosure of a security interest by a lender; or operation of Law, will or a trust upon an Owner's death (including via the Laws of intestate succession).

"*Travel Expenses*" means and includes all travel, meals, lodging, local transportation and other living expenses incurred: (a) by us and our trainers, field support personnel, auditors or other representatives to visit your Store; or (b) by you and your personnel to attend training programs or conferences.

2. GRANT OF FRANCHISE. We hereby grant you the right, license and obligation to own and operate one (1) Store using our Intellectual Property from a site we approve. As a franchisee, you will develop and operate a retail store that offers vegetable and fruit juices, smoothies, cleanses, acai bowls and other health-centric snacks and foods that we authorize. We reserve all rights not expressly granted to you.

3. TERRITORIAL RIGHTS AND LIMITATIONS. We will grant you a territory (your "Territory") that consists of the geographic area within: (a) a one (1) mile radius from your Store (if your Store is located in an urban or suburban area); or (b) a one and one-half (1.5) mile radius from your Store (if your Store is located in a rural area). If we approve the site for your Store before signing this Agreement, Part E of ATTACHMENT "A" will identify the specific mileage radius from your Store that defines your Territory. Otherwise, we will identify the specific mileage radius from your Store that defines your Territory in the Site Approval Notice we send to you after we approve the site for your Store. We may modify your Territory in accordance with our then-current territory guidelines and criteria at such time that: (a) you renew your franchise rights; or (b) we approve a new site for your Store (if you relocate). During the Term we will not develop or operate, or license a third party to develop or operate, a Store that is located in your Territory except as otherwise provided in this Section with respect to Captive Venues and Acquisitions. At any time during the Term we reserve the right to: (a) develop and operate, and license third parties to develop and operate, Stores in Captive Venues located in your Territory; and (b) engage in Acquisitions that involve, or subsequently result in, conversion of the acquired or acquiring company's outlets to MAINE SQUEEZE JUICE CO.® Stores, even if those outlets are located in your Territory. We reserve the right to sell, and license third parties to sell, competitive or identical goods or services (including under the Marks) within your Territory through Alternative Channels of Distribution.

4. TERM AND RENEWAL.

4.1. Generally. This Agreement grants you the right to operate your Store during the Term. You may renew your franchise rights by signing a Successor Agreement for a 10-year renewal term. You may enter into a maximum of one (1) Successor Agreement. The parties may agree to further renewals after the renewal term expires, but neither party is obligated to do so (unless required by applicable Law, in which case the same renewal conditions in this Agreement apply to subsequent renewals). In order to sign a Successor Agreement you must satisfy all renewal conditions specified in this Agreement or the Successor Agreement you wish to renew, as applicable. The Successor Agreement will be the current form of franchise agreement we use to grant franchises as of the expiration of the Term or renewal term, as applicable, the terms of which may vary materially and substantially from the terms of this Agreement. If this Agreement is a Successor Agreement, the Term of this Agreement and your remaining renewal rights, if any, shall be governed by your original franchise agreement.

4.2. Renewal Requirements. In order to renew, you and the Owners (as applicable) must:

(a) send us a notice of your intent to enter into a Successor Agreement not less than 270 days nor more than one (1) year before the expiration of the Term or renewal term, as applicable;

(b) not be in default under any Definitive Agreement at the time you send the renewal notice or sign the Successor Agreement;

(c) have timely satisfied all financial obligations to us and system suppliers during the Term;

(d) sign the Successor Agreement and all ancillary documents we require franchisees to sign;

(e) sign a General Release;

(f) pay us a renewal fee equal to 50% of our then-current standard initial franchise fee for the purchase of a first Store (without reduction for any discounts we may offer at the time);

(g) remodel the Store and upgrade all furniture, fixtures and equipment to conform to our then-current standards and specifications; and

(h) extend the term of your lease for the duration of the renewal term.

If we elect not to renew or offer you the right to renew, we will send you a notice of non-renewal at least 180 days before the expiration date that sets forth the basis for our decision. If you object to our non-renewal notice or dispute the basis for our decision, you must send us a notice of objection that sets forth the basis for your objection. Failure to send us an objection notice within 30 days after you receive our non-renewal notice constitutes your consent to the non-renewal of your franchise. Our

failure to send you a non-renewal notice at least 180 days before the expiration date constitutes our offer to renew your franchise subject to your compliance with the renewal conditions set forth above.

4.3. **Interim Term**. If you do not sign a Successor Agreement but continue to operate your Store after the Term expires, we may either treat this Agreement as: (a) expired as of the Term expiration date with you operating in violation of our rights; or (b) continued on a month-to-month basis (the "Interim Term") until either party provides the other party with 30 days' prior notice of termination of the Interim Term. All your obligations remain in full force and effect during the Interim Term as if this Agreement had not expired, and all obligations imposed on you upon expiration of the Term will take effect upon termination of the Interim Term.

5. TRAINING AND CONFERENCES

5.1. **Initial Training**. The Managing Owner and all Store managers must successfully complete our franchise operations and management training program ("Management Training") at least three (3) weeks prior to your opening date. If you are purchasing your second or subsequent Store, we need not provide Management Training unless it will be managed by a Store manager who has not previously and successfully completed our initial training program.

5.2. **Post-Opening Training**. Any new Managing Owner or manager appointed or hired after your Store opens must successfully complete Management Training prior to managing your Store. We may offer periodic refresher or supplemental training courses for your Managing Owner and Store managers. We may designate each course as mandatory or optional. If we determine your Store is not operating in full compliance with this Agreement or the Manual, we may require that your Managing Owner and Store manager attend remedial training relevant to your operational deficiencies. We may, but need not, provide additional assistance or training requested by you at a mutually convenient time.

5.3. **Training Locations** Our training programs may take place at any location we designate. We reserve the right to conduct training programs virtually.

5.4. **Training Fees and Expenses.** We provide our preopening initial training program in exchange for an initial training fee of $10,000 (reduced to $5,000 if this is your second or subsequent Store). The initial training fee is due at the time you sign the lease or purchase agreement for your Store. We may charge a training fee of up to $500 per Person per day for any Person who attends: (a) Management Training after your Store opens; (b) retraining (after failing a prior attempt); (c) remedial training; (d) additional training you request; or (e) refresher or supplemental training. If we provide onsite training or assistance, you must also reimburse all Travel Expenses we incur (this reimbursement obligation does not apply to any pre-opening onsite training we provide as part of our initial training program). You are responsible for all wages and Travel Expenses you and your personnel incur to attend training.

5.5. **Conferences.** We may hold periodic conferences to discuss business and operational matters relevant to Stores. Attendance is mandatory unless we designate attendance as optional or waive your obligation to attend for good cause. We may charge you a conference registration fee of $750 per Person per conference. If you fail to attend a required conference without a waiver, you must pay us a $1,000 non-attendance fee (we will provide you with a copy of any written materials distributed at the conference). You are responsible for all wages and Travel Expenses you and your personnel incur to attend conferences.

6. OTHER FRANCHISOR ASSISTANCE.

6.1. **Manual**. During the Term, we will provide you with access to our Manual, which will help you develop and operate your Store. The information in the Manual is confidential and proprietary and may not be disclosed to third parties without our prior approval.

6.2. **POS System**. We will license you the right to use our proprietary POS System in the operation of your Store. You must use your POS System in the manner required by the Manual. The POS System is confidential and remains our property. If we modify the POS System, you must incorporate and comply with any such modification and there are no limitations on the frequency or cost of these modifications. At any time, we may require that you sign a separate license agreement granting you a license to use,

and regulating your use of, the POS System. You agree to pay us a POS System licensing fee equal to 1% of monthly Gross Sales, plus a text message fee that varies based on the number of text messages sent in a given month according to the following table:

Number of Texts (measured monthly)	Fee per Text
0 to 9,999	2.5 cents per text
10,000 to 19,999	2.0 cents per text
20,000 to 29,999	1.5 cents per text
30,000 to 39,999	1.25 cents per text
40,000 or more	1.0 cent per text

These fees are part of the technology fee described in §11.11 and may change from time to time.

6.3. **Project Management Services**. We will designate the Person who will serve as your Project Manager. You pay the Project Manager a nonrefundable $15,000 project management fee at the time you sign the lease or purchase agreement for your Store's premises. In exchange for this fee, the Project Manager will provide project management services relating to the design, construction and development of your Store ("Project Management Services") including assistance with: (a) developing a preliminary layout and design for your Store; (b) coordinating with your architect and reviewing construction plans and permits; (c) preparing bids and selecting your general contractor; (d) monitoring construction progress; and (e) supporting the scheduling and installation of signage, furniture, fixtures and equipment. Most of the underlying services are provided by outside suppliers and you pay these suppliers directly for their services. The Project Manager's role is to oversee and coordinate with the various members of your development team (architects, engineers, general contractor, etc.) in an effort to manage the overall Store development process and allow you to open the Store as quickly as possible. In most instances, we anticipate designating an unaffiliated real estate company to serve as the Project Manager. However, we reserve the right to designate ourselves as the Project Manager.

6.4. **General Guidance**. We will periodically review and evaluate your Store, and reports you send us, and provide our guidance and recommendations on ways to improve Store operations. We will be available to render advice, discuss problems and offer general guidance to you during normal business hours by phone, email or other means of communication.

6.5. **Field Visits**. We may, but need not, conduct periodic field visits to provide onsite consultation, assistance and guidance regarding Store operations. We will provide a report detailing any problems or concerns observed during the visit together with our instructions to address or resolve them. You must implement all mandatory corrective measures in the time and manner we specify.

6.6. **Website**. We currently maintain a corporate website for our brand. We will also develop and host a local webpage for your Store that will be linked to our corporate website and list information about your Store we deem appropriate, such as address, contact information, hours of operation and pictures. We will own the website (and your webpage) and domain name at all times. We may change or discontinue our website and/or your Store's webpage at any time.

6.7. **Purchase Agreements**. We may, but need not, negotiate purchase agreements with suppliers to obtain discounted prices for franchisees. We will arrange for you to be able to purchase the goods or services directly from the supplier at the discounted prices we negotiate (subject to any rebates the supplier pays to us). We may also purchase goods from suppliers in bulk and resell them to you at our cost plus shipping fees and a reasonable markup.

6.8. **Product Development**. We may, but need not, create new menu items, retail products, merchandise or other goods or services for sale at your Store.

7. ESTABLISHING YOUR BUSINESS

7.1. **Site Selection**. You must contract with one of our designated recommended real estate companies to assist you in finding a site for your Store. However, it is your responsibility to find a site that meets both your and our minimum standards and criteria. You must obtain our approval of the site for your

Store within 150 days after the Effective Date. The site must be located within the Site Selection Area and conform to our minimum site selection criteria. You must send us a complete site report that includes all documents, information, photos and video we require. We may accept or reject sites you propose in our commercially reasonable judgment. We try to notify you of our decision within 30 days after we receive all requisite materials. Your site is deemed disapproved if we do not issue our approval within the 30-day period. If we approve the site for your Store before signing this Agreement, we will list the address of your approved site in Part C of ATTACHMENT "A". Otherwise, we list the address of your approved site in the Site Approval Notice. Our approval of the site is not a representation or warranty of any kind, express or implied, of the suitability of the site for a Store. It only means we believe the site meets our minimum criteria.

7.2. **Lease**. You must contract with one of our designated real estate companies to assist you in identifying sites and reviewing and negotiating your lease or purchase agreement. If you lease the premises for your Store, you must use best efforts to ensure your landlord signs the prescribed form of Lease Addendum attached to this Agreement as ATTACHMENT "C". If your landlord refuses to do so we may either: (a) waive the Lease Addendum requirement (or the provisions disapproved by the landlord); or (b) require you to find a new site. You must obtain a fully executed lease and Lease Addendum within 180 days after the Effective Date and promptly send us a copy for our records.

7.3. **Construction**. You must obtain a site survey of your premises and send us a copy for our approval. We will provide you with architectural plans and specifications for a prototype Store. You must hire a licensed and bonded architect to adapt our plans to conform to your Store's dimensions and prepare your initial design plans and detailed construction plans. We must approve the architect you hire. We must also approve the initial design plans to ensure they are consistent with our prototype plans and system standards. Once approved, your architect must prepare detailed construction plans that: (a) are consistent with the approved design plans; (b) satisfy all required standards and specifications in the Manual; and (c) comply with all Laws (including the Americans with Disabilities Act), building codes, permits and lease requirements and restrictions applicable to the premises. You must submit the final construction plans to us for approval. The limited purpose of our review is to verify the construction plans are consistent with our system standards. Once approved, you must, at your sole expense, construct and equip the premises according to the approved construction plans and the specifications in the Manual. You must utilize the materials we designate to outfit the interior of your Store, including certain types of wood framing, cabinets, paneling, lighting choices, flooring, etc. You must also purchase (or lease) and install all equipment, fixtures, signs and other items we require. Your Store must comply with our trade dress requirements. At all times during the construction process, you must maintain the minimum general liability and property damage insurance required by the Manual.

7.4. **Opening**. You must open your Store to the public within 12 months after the Effective Date. You must send us a written notice identifying your proposed opening date at least 30 days before opening. We may conduct a pre-opening inspection of your Store. You make all changes and modifications we require before you may open. You may not open your Store prior to receipt of our written authorization to open, which we will not issue before: (a) your Managing Owner and Store manager successfully complete initial training; (b) you purchase all required insurance policies and send us evidence of coverage; (c) you secure all required Licenses; (d) you hire and train all staff required to operate your Store; (e) we review and approve the construction, build-out and layout of your Store; and (e) you fulfill all your other preopening obligations under this Agreement and the Manual.

7.5. **Relocation**. You may relocate your Store with our prior approval, which we will not unreasonably withhold. If we allow you to relocate you must: (a) locate your new Store within the Site Selection Area (but outside any territory assigned to another Store); (b) comply with §7.1 through §7.4 with respect to your new Store (excluding the 12-month opening period); (c) deidentify your former Store in accordance with §21.1(h); (d) pay us, at the time we approve your relocation request, either (i) a $15,000 project management fee (if we serve as Project Manager for the new site) or (ii) a $5,000 relocation fee (if we will not serve as Project Manager for the new site); and (e) open your Store at the new site and resume operations within 30 days after closing your Store at the former site; *provided, however*, that if you relocate because your Store is destroyed, condemned or otherwise rendered

unusable due to the physical condition of the premises, then you have 270 days after closing to reopen at the new site. We may require you to conduct another Market Introduction Campaign in accordance with §10.3(b) to promote the opening of your Store at the new site.

8. MANAGEMENT AND STAFFING.

8.1. **Owner Participation**. You must designate an Owner with primary responsibility for the management and operation of your Store (the "Managing Owner"). The Managing Owner must: (a) be approved by us; (b) have binding decision-making authority on matters involving your Store; (c) successfully complete all training programs we require; (d) dedicate full-time efforts to the Store; and (e) provide daily onsite management of the Store during normal business hours at any time a trained Store manager is not onsite.

8.2. **Managers**. You may hire a designated Store manager to assist the Managing Owner with onsite management of the Store. Any Person you hire as a Store manager must: (a) successfully complete all training programs we require; (b) dedicate full-time efforts to the onsite management and supervision of your Store; and (c) sign a Confidentiality Agreement. Either the Managing Owner or a trained Store manager must be onsite at your Store during normal business hours. You may also hire assistant managers. The Managing Owner must supervise Store managers to ensure the Store is operated in compliance with this Agreement and the Manual. If your Store either (a) fails three (3) or more monthly mystery shopper inspections in any six (6)-month period or (b) fails two (2) consecutive quarterly quality and brand compliance audits, we may require that your Managing Owner provide full-time onsite management and supervision of your Store during all normal business hours until such time that your Store has consistently passed all monthly mystery shopper inspections and quarterly quality and brand compliance audits for a minimum of six (6) consecutive months.

8.3. **Employees**. You must determine appropriate staffing levels for the Store to ensure full compliance with this Agreement and our system standards. You will hire, train and supervise employees to assist you with the proper operation of the Store. You must pay all associated wages, commissions, benefits, worker's compensation premiums and payroll taxes (and other withholdings required by Law). These employees will be employees of yours and not of ours. We do not control the day-to-day activities of your employees or the manner in which they perform their assigned tasks. You must inform your employees that you exclusively supervise their activities and dictate the manner in which they perform their assigned tasks. In this regard, you must use your legal business Entity name (not our Marks or a fictitious name) on employee applications, paystubs, pay checks, employment agreements and similar documents. We do not control the hiring or firing of your employees. You have sole authority and responsibility for all employment-related decisions, including hiring, promotion, hours worked, rates of pay, benefits, work assignments, training and working conditions. We do not provide guidance or advice on these matters. You must ensure each employee signs the acknowledgment form we prescribe that explains the nature of the franchise relationship and notifies the employee that you are his or her sole employer. You must also post a conspicuous notice for employees in the back-of-house area explaining your franchise relationship with us and that you (and not we) are the employee's sole employer. We may prescribe the form and content of this notice.

8.4. **Interim Manager**. We may, but need not, designate a Person (an "Interim Manager") to manage your Store if: (a) you fail to appoint an approved and fully-trained replacement Managing Owner within 30 days after your Managing Owner ceases to perform the responsibilities of a Managing Owner; or (b) you fail to cure a material breach before the expiration of the cure period. The Interim Manager will cease to manage your Store at the time you appoint an approved and fully-trained replacement Managing Owner or you cure the material breach, as applicable. If we appoint an Interim Manager, you agree to: (a) pay us a management fee equal to $500 per day during the period of time the Interim Manager manages your Store; and (b) reimburse all Travel Expenses the Interim Manager incurs. The Interim Manager has no liability to you except for gross negligence or willful misconduct. We have no liability to you for an Interim Manager's actions unless we are grossly negligent in appointing the Interim Manager.

9. FRANCHISEE ENTITY. You represent that Part A of ATTACHMENT "A" includes a complete and

accurate list of your Owners. Upon request, you must send us a resolution of the Franchisee Entity authorizing the execution of this Agreement, a copy of the Franchisee Entity's organizational documents and a current Certificate of Good Standing. Each Owner of the Franchisee Entity, and the spouse of each Owner who is a natural Person, must sign an Owner Agreement.

10. ADVERTISING & MARKETING.

10.1. Brand and System Development Fund. We currently administer a brand and system development fund to promote public awareness of our brand and improve our System. On each royalty fee due date, you must pay us a brand fund fee equal to 2% of Gross Sales for the prior reporting. We may use the fund to pay for any of the following:

(a) developing, administering or distributing advertising and marketing materials and programs;

(b) conducting and administering promotions, contests or giveaways;

(c) public and consumer relations and publicity;

(d) brand development;

(e) sponsorships and charitable and non-profit donations and events;

(f) research and development of technology, products and services;

(g) website development and search engine optimization;

(h) development, maintenance and promotion of an ecommerce platform;

(i) development and implementation of quality control programs such as mystery shoppers (unless we separately charge each Store for these costs) or customer satisfaction surveys;

(j) conducting market research;

(k) changes and improvements to the System;

(l) reimbursing us for costs we incur to host franchisee conferences;

(m) fees and expenses charged by advertising agencies we engage to provide marketing services;

(n) collecting and accounting for brand fund fees and preparing financial accountings of the fund;

(o) any other programs or activities we deem appropriate to promote or improve the System; and

(p) direct or indirect labor, administrative, overhead and other expenses incurred by us and/or our affiliates relating to any of these activities, including salary, benefits and other compensation of any of our (and any of our affiliate's) officers, employees or independent contractors based on time spent working on any brand fund matters described above.

We have sole discretion in determining the content, concepts, materials, media, endorsements, frequency, placement, location and all other matters pertaining to marketing or advertising activities. Any surplus in the fund may be invested and we may lend money to the fund if there is a deficit. The fund is not a trust and we have no fiduciary obligations to you with respect to our administration of the fund. We will prepare, and make available to you upon request, an annual statement of fund operations, including deposits and disbursements. In terms of marketing activities paid for by the fund, we do not ensure that: (a) expenditures in (or affecting) a given geographic area are proportionate or equivalent to the brand fund fees paid by franchisees in that geographic area; or (b) franchisees benefit directly or in proportion to their brand fund fees. We may suspend or discontinue the fund at any time in our sole discretion upon 30 days' prior notice.

10.2. Marketing Assistance From Us.

(a) Generally. We will provide reasonable marketing consulting, guidance and support throughout the Term on an "as-needed" basis.

(b) Market Introduction Campaign. We will assist you in developing your customized Market Introduction Campaign to promote the opening of your Store. You must implement your Market Introduction Campaign in accordance with §10.3(b).

(c) In-House Marketing Services. In consideration of the marketing services we provide below, you pay us a monthly marketing fee of $500 per month, which is due on the first (1st) day of each month. The first payment is due on the first (1st) day of: (i) the month your Store opens (if your Store opens on the first (1st) day of the month); or (ii) the month immediately following the month in which your Store opens (if your Store opens on any day of the month other than the first (1st) day of the month). Your first payment is prorated based on your Store's opening date unless your Store opens on the first (1st) day of the month. Our in-house marketing team uses the In-House Marketing Fee for a variety of purposes, including:

(i) providing support with pre-opening marketing, including assistance planning and coordinating "Friends and Family" event and grand opening;

(ii) preparing advertising materials for your use (you are responsible for the costs of printing any advertising or marketing materials we create for your use);

(iii) managing your Instagram social media account (you manage all of your social media accounts other than Instagram);

(iv) creating your Facebook, Google My Business and Yelp pages (you are the primary manager of those pages after they are created);

(v) creating custom Facebook posts for your Store (you manage boosting posts);

(vi) developing a marketing content calendar;

(vii) providing you with access to certain social media data analytics;

(viii) conducting monthly marketing meetings and strategy sessions;

(ix) providing suggestions for Store giveaways, promotions and custom events; and

(x) supporting SMS marketing campaigns (you are responsible for scheduling and managing your SMS campaigns, and you must provide us with copies of all proposed texts for our approval at least 48 hours prior to use).

We will utilize in-house staff members who possess a reasonably adequate skillset to perform the marketing services described above; *provided, however*, that we reserve the right to outsource any or all of these marketing services at our discretion. At your option, you may choose not to utilize or implement any marketing services or work product we provide. However, any such decision by you will not affect the fees you must pay us under this Agreement. We may discontinue providing these marketing services at any time, in which case you will no longer be required to pay us the $500 monthly marketing fee.

The $500 monthly marketing fee does not include the advertising costs associated with individual marketing platforms or the marketing spend paid to third-parties ("Advertising Costs"). Each month, we advance all Advertising Costs on your behalf and charge you for such Advertising Costs at the time we bill for the monthly marketing fee. The Advertising Costs are in addition to the fees paid to us. On a quarterly basis, our marketing team meets with you to establish a mutually agreed upon monthly budget for Advertising Costs for the ensuing three (3) month period. None of the fees referenced in this §10.2(c) are credited towards your Local Marketing Commitment. However, all Advertising Costs you pay pursuant to this §10.2(c) are credited towards your Local Marketing Commitment.

If we transition the in-house marketing services to a third-party supplier, you must pay the $500 monthly marketing fee directly to the third-party supplier, and this fee will not be credited towards your Local Marketing Commitment. At such time, we will cease to perform the services described in this Section that are provided in consideration of the In-House Marketing Fee.

10.3. Your Marketing Activities.

(a) Generally. You must participate in all advertising, promotional and marketing programs we require at your expense, including: customer loyalty and rewards programs; contests, sweepstakes and prize promotions; and utilization of point-of-sale advertising and promotion-related information. You must also participate in any advertising cooperative we establish for your area pursuant to §10.4.

(b) Market Introduction Campaign. We must approve your Market Introduction Campaign. Once approved, you must spend at least $25,000 (we recommend $30,000) to implement your Market Introduction Campaign prior to your opening date. This includes a $1,000 public relations fee paid to our designated supplier approximately 90 days after opening.

(c) Local Marketing Commitment. After completion of the Market Introduction Campaign, you must spend a monthly amount equal to or greater than your Local Marketing Commitment on local advertising to promote your Store. Your "Local Marketing Commitment" is: (i) the greater of $1,500 per month or 2% of Gross Sales during the initial 12-month period after your Market Introduction Campaign ends; and (ii) 2% of Gross Sales for the remainder of the Term. We measure your compliance with this requirement on a rolling six-month basis, meaning as long as your average monthly expenditure on local advertising over the six-month period equals or exceeds the Local Marketing Commitment, you are deemed in compliance even if your expenditure in any given month is less than the Local Marketing Commitment. Your Local Marketing Commitment is in addition to the brand fund fees and In-House Marketing Fees. All cooperative advertising fees you pay are credited towards your Local Marketing Commitment.

(d) Advertising Standards. All your advertising must be completely factual, conform to the highest standards of ethical advertising and comply with all Laws. You must ensure your advertising does not infringe upon the intellectual property rights of others. You must comply with any policies we establish pertaining to minimum advertised pricing or extra-territorial advertising.

(e) Advertising Approval. Prior to use, we must approve all advertising and marketing programs and materials you intend to use, including all materials we did not prepare or previously approve, or that we prepare or approve and you modify. We must also approve the media you use. You may not use any advertising materials, programs or media that we have not approved or that we approve and later disapprove. We have 10 days to review and approve or disapprove advertising and marketing materials and programs you submit. Our failure to approve them within the 10-day period constitutes our disapproval. Any advertising you propose and we approve is an "Improvement" for purposes of §17.5.

(f) Social Media. You may promote your Store using social media provided that: (i) you only utilize social media platforms we approve; (ii) you strictly comply with our social media policy; (iii) you immediately remove any post we disapprove; (iv) you contract with any social media company we designate upon request (our in-house marketing team manages your Instagram account); and (v) we own all social media accounts relating to your Store and retain full administrator rights.

(g) Internet & Websites. Without our prior approval, you may not: (i) develop, host, or otherwise maintain a website (or other digital presence) that references our Marks; (ii) conduct digital or online advertising or marketing; or (iii) engage in ecommerce.

10.4. Advertising Cooperative. We may, but need not, establish regional advertising cooperatives to create and/or purchase advertising that benefits all Stores in the region. We may: (a) determine the boundaries of the cooperative; (b) specify the manner in which the cooperative is organized and governed; (c) require the cooperative to be administered in accordance with written bylaws, organizational documents or other governing documents we approve; and (d) require you to participate in the cooperative according to its rules and procedures and abide by its decisions. You must pay a cooperative advertising fee on each royalty fee due date or such other date specified by the cooperative. We may set the minimum cooperative advertising fee or we may allow the cooperative to set the fee based on majority vote of its members. In either case, the fee will not exceed 2% of Gross Sales. We

may either: (a) collect cooperative advertising fees and remit them to the cooperative; or (b) require you to pay these fees directly to the cooperative. All cooperative advertising fees you pay are credited towards your Local Marketing Commitment. We may form, change, merge or dissolve advertising cooperatives in our discretion.

11. OPERATING STANDARDS.

11.1. **Brand Standards Manual**. You must develop and operate your Store in full compliance with this Agreement, the Manual and our standards in order to maintain the goodwill associated with the Marks. The Manual may contain, among other things: (a) architectural plans and specifications for the design, dimensions, layout, equipping and trade dress for a prototype Store; (b) a list of (i) goods and services (or specifications for goods and services) you must purchase to develop and operate your Store and (ii) designated and approved suppliers; (c) a description of the menu items, beverages, merchandise, retail items and other goods and services that we authorize you to sell; (d) recipes, specifications, techniques, methods, operating procedures and quality standards; and (e) policies and procedures pertaining to any matters we deem appropriate, including: reporting and data entry; accounting and bookkeeping; insurance; marketing and advertising; gift card and loyalty programs; catering and/or delivery service; AI Technology; and data ownership, use, transfer and protection. The Manual is designed to protect our brand standards and ensure the uniformity and quality of the goods and services offered by Stores. We can modify the Manual at any time. Modifications are binding at the time we notify you of the change, subject to any "grace period" we provide to implement the change. All mandatory provisions in the Manual (whether included now or in the future) are binding on you. The Manual may consist of written text as well as videos, tutorials, training modules, recordings and/or other means of communication.

11.2. **Authorized Goods & Services**. You must offer and sell all goods and services we require from time to time in our commercially reasonable discretion. You may not offer any other goods or services without our prior approval. On occasion, we may require that you test market products and/or services at your Store. We may change authorized goods and services at any time and you must comply with our instructions regarding same. Any such change shall not constitute a termination of this Agreement.

11.3. **Preparation of Menu Items**. All of our proprietary lines of menu items and food products must be prepared only by properly trained personnel and strictly in accordance with our recipes, techniques and processes (including the handling and storage of both ingredients and fully prepared menu items). These requirements are integral to the System and necessary in order to: (a) ensure all menu items prepared at your Store meet our high standards of health and wellness, taste, texture, appearance and freshness; and (b) protect the goodwill associated with our Marks. Your failure to adhere to these requirements will be detrimental to the System and Marks.

11.4. **Inventory Management**. At all times, you agree to maintain at your Store a reasonable inventory of all food and beverage products, merchandise and retail items that we require. You must comply with any minimum inventory stocking requirements that we impose through the Manual.

11.5. **Sales Restrictions**. You may only sell to retail customers while they are present at the Store. Unless you receive our prior approval, you may not: (a) offer or sell food, beverage, merchandise or other goods or services from any location other than your Store's premises; (b) produce, sell or provide food, beverage, merchandise or other goods or services through any other channel of distribution, including through ghost kitchens or ecommerce sites or via catering or delivery service; (c) sell food, beverage, merchandise or other goods or services to any Person for purposes of resale; (d) use, or allow any other Person to use, the equipment or kitchen in your Store as a ghost kitchen (or in any similar capacity) to prepare menu items for other brands or culinary concepts; (e) operate any co-branding marketing system; or (f) permit any vending machines, gaming machines, ATM machines or similar mechanical devices to be placed in your Store. If we authorize you to provide catering and/or delivery service, you must strictly comply with all associated policies and procedures in the Manual, including, without limitation, use of designated third-party delivery service providers, pricing policies and restrictions on delivery service areas.

11.6. **Pricing**. We will provide you with our suggested retail pricing. You may deviate from our suggested

pricing at your discretion except: (a) we must approve any deviation more than 5% higher or lower than our suggested pricing unless the pricing is part of a temporary advertising campaign we approved; and (b) we may, to the extent permitted by applicable Law, set maximum or minimum prices on goods and services you sell.

11.7. Customer Payments. You must, at your expense, lease or purchase the necessary equipment and/or software and have arrangements in place with Visa, MasterCard, American Express and all other credit card issuers we designate, in order for you to be able to accept such methods of payment from customers. You must accept debit cards, credit cards, stored value cards, and other non-cash systems (including, for example, Apple Pay and/or Google Wallet) that we specify. You must acquire and install all necessary hardware and/or software used in connection with these non-cash systems.

11.8. Suppliers & Purchasing.

(a) Generally. You must purchase, lease or license, as applicable, all goods, services and other items required by the Manual. You must only purchase goods and services that satisfy all standards and specifications we designate. You must comply with all sourcing and supplier restrictions we impose from time to time.

(b) System Suppliers. In accordance with the Manual, you must purchase certain goods and services exclusively from suppliers we designate or approve. The Manual may designate us or our affiliate as a designated or approved supplier. We and our affiliates may generate a profit from these purchases. Our right to specify the suppliers you use is necessary so we can control the uniformity and quality of goods and services used, sold or distributed in connection with the development and operation of Stores, protect our trade secrets, negotiate bulk purchase discounts and protect the reputation and goodwill associated with our System and Marks. You must immediately discontinue purchasing from any supplier we disapprove.

(c) Approval Process. If you wish to purchase alternative goods or services or purchase from alternative suppliers, you must send us a request for approval that: (i) identifies the proposed supplier and the goods/services to be purchased; (ii) includes all information we require about the goods/services and the supplier (including the supplier's qualifications, reputation, financial strength and production capabilities); and (iii) includes product samples for examination and testing purposes. We may condition our approval on the supplier's agreement to comply with our minimum insurance, indemnification, reporting and confidentiality requirements for system suppliers. We will approve or disapprove your request within 30 days after we receive all required information and samples. Your request is deemed disapproved if we fail to issue our approval within the 30-day period. You must reimburse all costs we incur to review suppliers or goods/services you propose. We need not consider substitute goods or alternative suppliers for goods that are proprietary or branded with our Marks.

(d) Payment Disputes. You understand that: (i) your failure to timely pay a system supplier may jeopardize the supplier's relationship with us and other franchisees; and (ii) a supplier's termination of its relationship with us or refusal to supply goods or services to our franchisees may cause significant harm to us and our franchisees. Accordingly, you agree to promptly pay all amounts owed to system suppliers except as otherwise permitted by this Section. If you have a bona-fide dispute with a supplier that you believe justifies non-payment or partial payment, you must promptly notify the supplier of the particulars of your Claim and diligently pursue resolution of the Claim or prosecution of appropriate legal action. Any trade debt that remains unpaid more than 30 days after its due date constitutes a material breach of this Agreement unless, before the end of the 30-day period: (i) you and the supplier agree to alternative payment terms; or (ii) you initiate appropriate legal action to contest the trade debt.

(e) Supplier Payments. We may receive rebates, benefits and other consideration from suppliers based on your purchases, leases or licenses. We may retain these payments as compensation and reimbursement for time and expenses we incur to negotiate and manage supplier relationships. We have no obligation to pass them through to you or use them for any particular purpose (except as otherwise agreed to by us and a supplier).

(f) Disclaimer of Liability. Provided that we designate or approve system suppliers in good faith, we have no liability to you for their acts, errors or omissions, including defective or tainted goods, delayed delivery or inability to meet demand. With respect to goods purchased from us or our affiliate, you acknowledge that we or our affiliate purchase the goods from third-party manufacturers or suppliers and resell them to you as a convenience. If you have any type of Claim relating to the purchase of goods or services from a system supplier, your sole recourse shall be against the supplier. If we or our affiliate are the supplier, your sole recourse shall be against the manufacturer or supplier from whom we or our affiliate acquired the goods unless both: (i) the Claim arises from our (or our affiliate's) failure to supply the goods in breach of our obligations under this Agreement; and (ii) our (or our affiliate's) failure to supply the goods is not caused by a Force Majeure event. ***We and our affiliates make no warranties or representations and expressly disclaim all warranties and representations, including the implied warranties of merchantability and fitness for a particular purpose, with respect to goods or services you purchase from system suppliers***.

11.9. Remodeling & Maintenance. We may periodically require you to remodel and renovate your Store to conform to our then-current standards and specifications. There is no limit to the cost or frequency of these obligations. You may not remodel or renovate your Store without our prior approval. We will not approve any remodeling or renovations that conflict with our then-current standards and specifications. You must maintain your Store in good order and condition, reasonable wear and tear excepted, and make all necessary repairs, including replacements, renewals and alterations, at your sole expense, to conform to our standards and specifications. Without limiting the generality of the foregoing, you agree to take the following actions at your expense: (a) thorough cleaning, repainting, redecorating of the interior and exterior of the Store's premises at the intervals we prescribe (or at such earlier times that such actions are required or advisable); and (b) interior and exterior repair of the Store's premises as needed. You must comply with any maintenance, cleaning or facility upkeep schedule we prescribe.

11.10. Equipment Maintenance & Changes. You must maintain your equipment in good condition and promptly repair or replace damaged or obsolete equipment. We may require that you change your equipment. Our right to require these changes is critical to our ability to administer and change the System and you must comply with these changes within the time period we reasonably specify.

11.11. Technology Systems.

(a) Generally. You must acquire and utilize all Technology Systems we require from time to time. Technology Systems may relate to matters such as: purchasing; pricing; accounting; order entry; inventory control; security; data storage, retrieval and transmission; client information; client loyalty; marketing; communications; copying, printing and scanning; or any other business purpose we deem appropriate. We may require that you acquire new or substitute Technology Systems and/or replace, upgrade or update existing Technology Systems at your expense upon reasonable prior notice. You are solely responsible for: (i) the acquisition, operation, maintenance, updating and upgrading of your Technology Systems; (ii) the manner in which your Technology Systems integrate and interface with our computer system and those of third parties; and (iii) any consequences resulting from improper use or operation, or failure to properly maintain, update or upgrade, Technology Systems.

(b) Use & Access. You must use Technology Systems in accordance with the Manual and comply with all associated data entry policies. You may not load or permit any unauthorized programs or games on your Technology Systems. You must ensure your employees are adequately trained in the use of the Technology Systems. You agree to take all steps necessary to provide us with independent and unlimited access to data collected by or through your Technology Systems, including Gross Sales data for purposes of calculating fees owed. You must also obtain any necessary signed consents from customers in order for us to access Customer Data. Upon request, including upon termination or expiration of this Agreement, you must provide us with user IDs and passwords for your Technology Systems.

(c) AI Technology. Except as otherwise provided below or in the Manual, you may not use AI Technology without our approval. You do not need our approval to use commercially available off-the-shelf productivity software with embedded AI Technology features (e.g., Microsoft Office with Copilot or Google Workspace with Gemini) for internal business purposes provided that: (i) you only use commercially available standard features and configurations (e.g., no beta, preview, experimental or custom features, third-party plugins, extensions or integrations); (ii) you do not input, upload, submit, expose or otherwise make available to AI Technology any Confidential Information; (iii) you do not authorize, permit or enable training, fine-tuning, grounding or improvement of any AI models, algorithms, products or services based on Confidential Information (if available, you must affirmatively opt out of any such training or improvement features and send us confirmation of same upon request); (iv) you do not use AI Technology (1) for consumer-facing, client-facing or other external communications, content or materials, (2) for marketing analytics, targeting, lead qualifying, profiling or other activities involving clients or third parties, (3) in violation of any Law, (4) in a manner that may cause physical or psychological harm or materially impact the health, safety or fundamental rights of any natural Person or (5) in any other manner prohibited by the Manual; and (v) you maintain commercially reasonable security measures to prevent unauthorized access to or disclosure of any data processed through such AI Technology and immediately notify us of any suspected or actual data breach, security incident or unauthorized use involving AI Technology.

(d) Disruptions. You are solely responsible for protecting against computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures, date-related problems and attacks by unauthorized Persons. Upon request, you must obtain and maintain cyber insurance and business interruption insurance for technology disruptions. ***We and our affiliates: (i) make no representations or warranties that the Technology Systems will be free from defects or that your use of the Technology Systems will be uninterrupted or error-free; and (ii) have no liability for any indirect, consequential, incidental, special or punitive damages (including damages associated with loss of use, interruption of business, loss of data or loss of profits) arising from or relating to the Technology Systems.***

(e) Third-Party Technology. You understand and agree that we and our affiliates: (i) do not own certain Technology Systems (or components thereof) you must use to operate your Store (i.e., Third-Party Technology); and (ii) have no liability to you for any Losses you incur as result of Third-Party Technology not functioning properly. Accordingly, you hereby: (i) waive any and all Claims against us or our affiliates relating to Third-Party Technology; and (ii) acknowledge your sole recourse for Losses you incur due to improperly functioning Third-Party Technology will be against the owner or licensor of such Third-Party Technology.

(f) Email Accounts. We may, but need not, provide you with one or more Main Squeeze email addresses. We may charge you for all costs we incur in providing these email addresses to you (these costs would be added to the technology fee described in §11.11(g) below). You must exclusively use these email addresses for all communications with us, customers, suppliers and other Persons relating to your Store. You may not use them for any purpose unrelated to your Store. We own the email addresses and accounts but allow you to use them during the Term.

(g) Fees & Costs. You are responsible for all fees, costs and expenses associated with acquiring, licensing, utilizing, updating and upgrading Technology Systems. Certain Technology Systems must be purchased or licensed from third-party suppliers. We and/or our affiliate may develop proprietary Technology Systems (or components thereof) that become part of our System. If this occurs, you agree to: (i) pay us (or our affiliate) commercially reasonable licensing, support and maintenance fees; and (ii) upon request, sign our prescribed form of license agreement governing use of proprietary Technology Systems (or components thereof). We may enter into master agreements with licensors of Third-Party Technology and charge you for amounts we pay them based on your use of their Third-Party Technology. We may charge you a technology fee, which includes all amounts you pay us and our affiliates relating to Technology Systems, including amounts paid for proprietary items and amounts we collect from you and remit to suppliers of

Third-Party Technology. The technology fee may change based on changes to Technology Systems or prices charged by third parties with whom we enter into master agreements. The technology fee may include a reasonable administrative fee for the time, money and resources we invest to administer the technology platform and associated components, negotiate and manage contracts with third-party licensors, and collect and remit technology fees owed to third-party licensors on behalf of franchisees under master license arrangements. The technology fee does not include amounts you pay directly to third-party suppliers. The technology fee is due 10 days after invoicing or as we otherwise specify. We list the current technology fee in the Manual, but it will not exceed 1% of Gross Sales plus $600 per month during the Term.

11.12. System Programs.

(a) Generally. We may periodically develop and implement loyalty, gift card and other system-wide programs. You must fully participate in all programs we designate as mandatory. In order to participate you must: (i) comply with all policies and procedures we establish for program participation; (ii) purchase or license and utilize all equipment, software, mobile applications, technology and others items we designate as being necessary for program participation and pay all associated fees and costs; and (iii) pay us, our affiliate, or a third party we designate, all program fees, contributions or other amounts we require for program participation (collectively, "Program Participation Rules"). Program Participation Rules may be set forth in the Manual. We may change Program Participation Rules at any time and you must comply with the change. We may develop and implement new or successor programs and/or modify or terminate existing programs at any time.

(b) Loyalty Program. You must fully participate and implement all required customer loyalty, rewards and other affinity programs designed to increase customer loyalty, generate new customers or improve overall demand for Store.

(c) Gift Card Program. You must participate in any gift card program we establish and honor all gift cards, even if purchased from us or another Store. You may not sell gift cards we have not approved. We have the right to: (i) determine how gift card proceeds are divided or otherwise accounted for; (ii) require that gift card proceeds be paid to us or deposited into a trust account we control for subsequent disbursement to the Store(s) where the gift card is redeemed; and (iii) retain proceeds from unredeemed gift cards.

11.13. Hours of Operation. Your Store must be open for business during the minimum days and hours of operation set forth in the Manual, subject to any conflicting requirements in your lease or imposed by Law. You must establish specific days and hours of operation and submit them to us for approval. If you wish to adjust your hours of operation for seasonal shifts you must submit a formal request in accordance with the Manual and obtain our approval prior to implementation.

11.14. Standards of Service & Professionalism. You must treat your employees and customers, and our staff, with honesty and respect. You and your staff must provide prompt, courteous, friendly and efficient service to all customers and ensure all interactions with customers are conducted in a professional and ethical manner. If you receive a customer complaint, you must follow the complaint resolution process we specify to protect the goodwill associated with the Marks.

11.15. Quality Assurance Programs. For quality control purposes we may periodically: (a) inspect your Store in accordance with §6.5 and §16.1; (b) hire mystery shoppers or quality assurance firms to inspect your Store; and/or (c) implement customer satisfaction programs (including use of evaluation cards and surveys). These inspections and programs may address a variety of issues, including customer service, food safety, sanitation, inventory rotation, etc. You must fully cooperate with all inspections. We may require that you directly pay any mystery shopper or firm we hire for the cost of the inspection. Alternatively, we may pay for the cost of the inspection and require you to reimburse us. In addition to these costs, you must pay us an additional $20 per inspection which we use to reimburse the mystery shopper or firm for products they purchase from your Store during the inspection (if they spend less than $20 we may keep the differential). We may implement a scoring system pursuant to which each Store receives a "grade" or "score" based on inspection or survey

results. Failure to achieve a passing grade or score constitutes a default under this Agreement. You must implement all corrective measures we require, in the time we specify, to rectify any noncompliance issues revealed by an inspection or survey.

11.16. Failure to Comply with Standards. You acknowledge the importance of every one of our standards and operating procedures to the reputation and integrity of the System and goodwill associated with the Marks. If we notify you of a breach of our standards or operating procedures (including failure to submit required reports in a timely manner) and you fail to cure within the time period we prescribe, we may (in addition to our other remedies under this Agreement) impose a noncompliance fee of $500 per occurrence. We may impose a separate $500 fee every 48 hours the same noncompliance issue remains uncured after we impose the initial fee. Any noncompliance fees we collect are paid in consideration of us refraining from exercising our contractual right to terminate this Agreement. If you fail to cure a breach before the expiration of the cure period (if any) and we take steps to cure the breach (for example, obtaining required insurance coverage on your behalf or paying amounts you owe to system suppliers), then you must reimburse all costs and expenses we directly or indirectly incur in connection with our efforts to cure the default and pay us an administrative fee equal to 10% of such costs. Your payment of noncompliance fees and default expense reimbursements does not preclude us from terminating this Agreement in accordance with §20.2 if the default continues after we collect these amounts.

12. FRANCHISE ADVISORY COUNCIL. We created a franchise advisory council (FAC) to provide us with suggestions to improve the System, including matters such as marketing, operations and new product or service suggestions. We consider all suggestions in good faith, but are not be bound by them. The FAC has been established and operates according to rules and regulations we periodically prescribe or approve, including procedures governing the selection of FAC representatives to communicate with us on matters raised by the FAC.

13. FEES

13.1. Initial Franchise Fee. You agree to pay us an initial franchise fee in the amount set forth in Part E of ATTACHMENT "A" in one lump sum at the time you sign this Agreement. The initial franchise fee is fully earned by us and non-refundable once this Agreement has been signed.

13.2. Royalty Fee. On the day we designate (the "royalty fee due date") you must pay us a royalty fee equal to 6% of Gross Sales generated during the immediately preceding reporting period. The current reporting period runs from the opening of business on Wednesday through the close of business on Tuesday. The current royalty fee due date is the Friday after the reporting period ends. We may periodically change the reporting period and/or royalty fee due date through updates to the Manual.

13.3. Other Fees & Payments. You must pay all other fees, expense reimbursements and other amounts specified in this Agreement in a timely manner as if fully set forth in §13. You also agree to promptly pay us an amount equal to all taxes levied or assessed against us based on goods or services you sell or goods or services we furnish to you, excluding income taxes imposed on us based on fees you pay us under this Agreement.

13.4. Due Date & Late Fee. Payments are due 10 days after invoicing unless otherwise specified. If any sum due under this Agreement is not received by us when due or there are insufficient funds in your Account to cover the sum when due, then in addition to this sum you must pay us $100 plus default interest on the amount past due at a rate equal to the lesser of 18% per annum (pro-rated on a daily basis) or the highest rate permitted by applicable Law. We will not impose a late fee for any amount paid pursuant to §13.5 if, but only to the extent that, sufficient funds were available in your Account to be applied towards the payment when due; *provided, however*, that if we are unable to determine the amount due because you fail to record sales or submit Gross Sales reports in a timely manner, we may assess a late fee on the entire amount that was due. This §13.4 does not constitute our agreement to accept late payments or extend credit to you. Fees are nonrefundable unless otherwise noted.

13.5. Method of Payment. No later than 15 days after the Effective Date, you must send us a completed and executed ACH Agreement authorizing us to electronically debit your designated Account for all

amounts owed to us and our affiliates on the applicable due date, excluding any amounts due within 15 days after the Effective Date. You must sign all other documents required by us or your bank to enable us to debit your Account for amounts owed. You must deposit all Gross Sales into the Account and ensure sufficient funds are available for withdrawal before each payment due date. If there are insufficient funds in your Account, any excess amounts you owe will be payable upon demand, together with any late fee imposed pursuant to §13.4. We may also impose a $50 NSF fee for each instance where either: (a) there are insufficient funds in your Account to cover amounts owed when due; or (b) a check you issue to us is returned due to insufficient funds.

13.6. **CPI Adjustments**. We may periodically adjust all fees (including minimum fees) expressed as a fixed dollar amount based on changes to the U.S. Consumer Price Index (CPI). We may periodically review and increase these fees up to the increase in the CPI, but only if the then-current CPI ("Current CPI") is more than 5% higher than the corresponding CPI in effect on: (a) the Effective Date of this Agreement (for the initial fee adjustment); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments) ("Baseline CPI"). The adjusted fee is calculated by multiplying the current fee by the sum of one (1) plus a fraction: (a) the numerator of which is Current CPI minus Baseline CPI; and (b) the denominator of which is Baseline CPI. We may utilize any CPI index series published by the U.S. Department of Labor or any comparable Governmental Authority that we deem appropriate. We currently use the following index: All Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average (1982-84 = 100), "All Items". We will notify you of any CPI adjustment at least 60 days before it becomes effective. We may implement no more than one (1) fee adjustment during any five (5) year period. If we decline to exercise our right to increase fees in a given five (5) year period despite a 5% or greater CPI increase, that potential fee increase will accumulate and may be carried forward and applied to a subsequent fee adjustment.

14. BRAND PROTECTION COVENANTS.

14.1. **Reason for Covenants**. The Intellectual Property, training and assistance we provide would not be acquired except through implementation of this Agreement. You agree that competition by you, the Owners or Persons associated with you or the Owners (including family members) could seriously jeopardize our franchise system because you and the Owners receive an advantage through knowledge of our day-to-day operations and Know-how. You and the Owners agree to comply with the covenants in §14 to protect the Intellectual Property and our franchise system.

14.2. **Intellectual Property & Confidential Information**. You and the Owners agree to: (a) refrain from using any Intellectual Property or Confidential Information in any business or for any purpose other than the operation of your Store pursuant to this Agreement; (b) maintain the confidentiality of our Confidential Information at all times; (c) refrain from making unauthorized copies of documents containing Confidential Information; (d) take all steps we reasonably require to prevent unauthorized use or disclosure of Confidential Information; and (e) stop using the Intellectual Property and Confidential Information immediately upon the expiration, termination or Transfer of this Agreement (any Owner who ceases to be an Owner before the expiration, termination or Transfer of this Agreement must stop using the Intellectual Property and Confidential Information immediately at the time he or she ceases to be an Owner).

14.3. **Unfair Competition**. You and the Owners may not engage in any Prohibited Activities during the Term or Post-Term Restricted Period. Notwithstanding the foregoing, during the Post-Term Restricted Period you and the Owners may have an interest in any Competing Business that is not located in the Restricted Territory. If you or an Owner engage in a Prohibited Activity during the Post-Term Restricted Period (except as permitted by this Section), the Post-Term Restricted Period applicable to you or the non-compliant Owner shall be extended by the period of time during which you or the non-compliant Owner engaged in the Prohibited Activity. For purposes of clarity, you and the Owners remain bound by non-competition covenants in other Definitive Agreements that remain in effect for a period of time that extends beyond the expiration of the Post-Term Restricted Period under this Agreement, and the expiration of the Post-Term Restricted Period under this Agreement does not diminish your or the Owners' obligation to comply with such covenants.

14.4. **Family Members**. Because (a) an Owner could circumvent the intent of §14 by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child or grandchild) and (b) it would be difficult for us to prove whether the Owner disclosed Confidential Information to the family member, each Owner agrees that he or she will be presumed to have violated the terms of §14 if any member of his or her immediate family engages in any Prohibited Activity during the Term or Post-Term Restricted Period or uses or discloses Confidential Information. However, the Owner may rebut this presumption with evidence conclusively showing he or she did not disclose Confidential Information to the family member.

14.5. **Employees**. All employees, officers, directors, independent contractors and other Persons associated with you or your Store must sign and send us a Confidentiality Agreement before accessing our Confidential Information. You must: (a) use best efforts to ensure these individuals comply with the Confidentiality Agreements; (b) immediately notify us of any breach that comes to your attention; and (c) reimburse all expenses we incur to enforce a Confidentiality Agreement, including attorneys' fees and court costs.

14.6. **Covenants Reasonable**. You and the Owners agree that: (a) the covenants in §14 are reasonable both in duration and geographic scope; (b) our use and enforcement of similar covenants with other franchisees benefits you and the Owners by preventing them from unfairly competing with your Store; and (c) you and the Owners have sufficient resources, business experience and opportunities to earn an adequate living while complying with the covenants in §14.

14.7. **Breach of Covenants**. You and the Owners agree that: (a) any breach of §14 is likely to cause substantial and irreparable damage to us and/or other franchisees for which there is no adequate remedy at Law; and (b) we are entitled to injunctive relief if you or an Owner breach §14, together with any other relief available at equity or Law. We will notify you if we intend to seek injunctive relief but we need not post a bond. If a court requires us to post a bond despite our agreement to the contrary, the bond amount may not exceed $1,000. No remedy available to us under this Agreement is exclusive of any other, but may be combined with others under this Agreement, or at Law or in equity, including injunctive relief, specific performance and recovery of monetary damages.

15. YOUR OTHER RESPONSIBILITIES

15.1. **Insurance**. For your protection and ours, you agree to maintain the following insurance policies:

(a) "all risk" property insurance, including coverage for fire, vandalism and malicious mischief, with minimum coverage for full replacement cost, covering all assets including inventory, furniture, fixtures, equipment and other property used to operate the Store;

(b) comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with your Store (which must include coverage for: completed operations / products liability; broad form property damage; and personal and advertising injury liability) with minimum liability protection of $1,000,000 per occurrence and $2,000,000 in the aggregate;

(c) employee theft and dishonesty insurance with minimum liability protection of $10,000 per occurrence;

(d) privacy and cyber security liability insurance with minimum liability protection of $250,000 per occurrence;

(e) automobile liability and property damage insurance covering all loss, liability, claim or expense of any kind whatsoever resulting from the use, operation, or maintenance of any automobiles or motor vehicles, owned, leased or used by you or your officers, directors or employees in the operation of your Store, with minimum liability protection of $1,000,000 per occurrence;

(f) umbrella insurance with minimum liability protection of $1,000,000 per occurrence;

(g) business interruption insurance providing coverage for 100% of all expenses and financial obligations for a minimum period of six (6) months, including fees owed to us, which shall be

deemed to include average weekly royalty fees and brand fund fees imposed during the 12-month period preceding the event triggering coverage under the insurance policy (or the Store's entire period of operation if less than 12 months);

(h) employer's liability insurance with minimum liability protection of $1,000,000 combined single limit per occurrence;

(i) worker's compensation insurance as required by Law;

(j) any insurance required under your lease or by Law; and

(k) any other insurance that we specify in the Manual from time to time.

These policies reflect our minimum requirements and may not be adequate to fully protect your interests. You may wish to procure additional coverage. You must provide us with proof of coverage: (a) prior to opening; (b) within 10 days after a policy renewal; and (c) any other time on demand. You must obtain these policies from licensed insurance carriers rated A or better by AM Best. Each policy must be endorsed to: (a) name us and our members, officers, directors, and employees as additional insureds (utilizing Grantor of Franchise endorsement CG2029 or endorsement with comparable wording); (b) contain a waiver by the insurance carrier of all subrogation rights against us; and (c) provide that we receive at least 30 days' prior written notice of the termination, expiration, cancellation or modification of the policy. We may disapprove any policy that fails to meet these criteria, and you must immediately secure a new policy meeting our criteria. Upon 10 days' notice, we may increase the minimum liability coverage amount of any policy and/or require different or additional types of insurance due to inflation, special risks, changes in Law or standards of liability, higher damage awards or other relevant changes in circumstances. If you fail to maintain a required policy, we may, at our option, obtain the policy on your behalf. If we do so, you must promptly sign any application or other form required to obtain the policy and reimburse us for all premiums and other costs we incur.

15.2. Books & Records. You must prepare complete and accurate books, records, accounts and tax returns pertaining to your Business and keep copies for at least five (5) years after their preparation. We may require you to prepare your books and records in compliance with our bookkeeping and accounting standards and policies in the Manual. You must send us copies of your books and records within seven (7) days of our request. You must provide us with independent access to your QuickBooks Online account (or any other financial accounting software you use) with permission to read all reports.

15.3. Reports.

(a) Generally. You must prepare all reports we require in the form and manner we specify. You must send us copies of required reports upon request. We may independently access your Technology Systems to retrieve and compile Business Data and generate any reports we deem appropriate, including Gross Sales reports.

(b) Report of Initial Investment Costs. To help us update our Franchise Disclosure Document, within 60 days after opening you must complete and send us a report, in the form we designate, listing all expenses you incur to develop and open your Store.

(c) Gross Sales Reports. No later than each royalty fee due date, you must prepare and send us a signed and verified statement of your Gross Sales for the prior reporting period. If you miscalculate Gross Sales, you must notify us of the error no later than the end of the next Gross Sales reporting period. Otherwise, you will not be entitled to any refund or credit of any fees paid to us based on previously reported Gross Sales.

(d) Advertising Expenditure Reports. No later than 30 days after the expiration of your grand opening period, you must send us a report detailing your expenditures on your Market Introduction Campaign in accordance with §10.3(b). No later than the 10th day of each month, you must send us a report detailing your expenditures incurred during the prior month on local advertising required by §10.3(c). All advertising expenditure reports must include copies of receipts for the reported expenditures.

15.4. **Financial Statements**. Within 25 days after the end of each month, you must send us a monthly balance sheet and profit and loss statement for your Store for the prior month. Within 90 days after the end of each calendar year, you must send us a balance sheet (as of the end of the calendar year) and profit and loss statement for your Store for the prior calendar year. Financial statements must be: (a) verified and signed by you certifying to us that the information is true, complete, and accurate; (b) prepared on an accrual basis in compliance with Generally Accepted Accounting Principles; and (c) submitted in any format we reasonably require. We may require that your financial statements be reviewed or audited by a certified public accountant if you submit materially inaccurate financial statements on a prior occasion. You must send us a copy of any financial statement required by this Section upon request. You hereby authorize us to disclose Operational Data to prospective franchisees, Governmental Authorities and other Persons for any reasonable business purpose, provided the disclosure is not prohibited by applicable Law.

15.5. **Legal Compliance**. You must secure, and maintain throughout the Term, all required Licenses and operate your Store in compliance with all applicable Laws.

15.6. **Reportable Events.** You must notify us within two (2) business days after you become aware of any of the following (each, a "Reportable Event"): (a) the occurrence of an incident at your Store involving significant personal injury or illness; (b) the issuance of a citation or notice of violation by a Governmental Authority (or the commencement of an inquiry you believe is reasonably likely to lead to a citation or notice of violation) relating to a health or safety matter involving your Store; (c) the commencement (or written threat) of an action, suit or proceeding against you, your Owners and/or your Store that is reasonably likely to materially and adversely affect you, your Store or the goodwill associated with the Marks; (d) a cancellation, termination or non-renewal of a required License; (e) the conviction or indictment of any Owner or Store manager for a felony or other crime reasonably likely to materially and adversely affect you, your Store or the goodwill associated with the Marks; or (f) receipt of a default notice from your landlord.

15.7. **Ownership & Protection of Business Data**.

(a) Ownership & Use. We are the exclusive owner of all Business Data, whether collected by you, us or any other Person. We hereby grant you a license to use the Business Data solely for purposes of operating your Store in compliance with this Agreement.

(b) Protection. You must protect all Customer Data with a level of control proportionate to the sensitivity of data. You must adhere to applicable privacy Laws with respect to data which, if compromised, could have a negative impact on our image or consumer confidence. You must comply with all applicable data protection Laws and our data processing and data privacy policies in the Manual (if any). Upon request, you must sign any data processing or data privacy agreement required by us or by Law. You may not enter Business Data into public/open AI models or any other AI model that uses such information to train the AI without our prior approval.

(c) PCI-DSS. You agree to: (a) obtain, maintain and adhere to all applicable compliance standards established by PCI-DSS; (b) establish appropriate administrative, technical and physical controls consistent with Law and PCI-DSS to preserve the security and confidentiality of credit card information (in any form) that you store, process, transmit or come in contact with; (c) promptly notify us if you suspect, or there has been, a security breach or potential compromise of credit card information; (d) provide us with updates regarding the status of PCI-DSS via completed PCI AOC (Attestation of Compliance), PCI-DSS SAQ (Self-Assessment Questionnaire) or other mutually-agreed method; and (e) promptly notify us of any PCI-DSS noncompliance to discuss your remediation efforts and timeline.

(d) Data Breach. In the event of a data breach, we reserve the right to exclusively control the response, but we have no liability to you for any damages arising from the data breach. You must cooperate with us and follow our instructions relating to the data breach.

16. INSPECTION AND AUDIT

16.1. **Inspections**. For quality control purposes and to ensure compliance with this Agreement, we (or our

representative) may enter your Store, evaluate your operations, inspect your books, records, accounts and tax returns, and take pictures and/or video of your Store, staff and Business operations. We will determine the scope of the inspection, which may include, among other things:

(a) evaluating the physical condition of your Store for cleanliness, sanitation and state of repair;

(b) examining and copying your books, records, accounts and tax returns;

(c) auditing your use of AI Technology and related data handling practices;

(d) inspecting and testing your equipment;

(e) sampling and testing your juices, smoothies and other menu items;

(f) removing samples of menu items, food ingredients and other inventory for testing purposes;

(g) monitoring and speaking with your staff; and

(h) contacting and speaking with your landlord and customers.

We may conduct inspections at any time without prior notice. We (or our representative) will use reasonable efforts to minimize any interference with the operation of your Store. You and your employees must cooperate and not interfere with the inspection. You consent to us accessing your Technology Systems to retrieve Business Data. You must reimburse all Travel Expenses and other costs we incur to conduct an inspection to verify whether you remedied: (a) a health or safety issue identified by a Governmental Authority; or (b) a breach of system standards we bring to your attention. We bear the cost of all other inspections.

16.2. **Audit**. We may audit your books and records at any time. You must fully cooperate with us and any Person we hire to conduct the audit. If an audit reveals an understatement of Gross Sales, you must immediately pay us all additional fees you owe together with any late fee imposed pursuant to §13.4. You must reimburse us for the cost of any audit (including reasonable accounting and attorneys' fees and Travel Expenses incurred by us or the auditor) that: (a) is required because you fail to provide information we request, preserve records or file reports as required by this Agreement; or (b) reveals you understated Gross Sales by at least 2%. We bear the cost of all other audits. Your reimbursement of our audit costs does not preclude us from terminating this Agreement.

17. INTELLECTUAL PROPERTY

17.1. **Ownership & Use** . You acknowledge that: (a) we are (or our affiliate is) the exclusive owner of the Intellectual Property and the associated goodwill; and (b) your right to use the Intellectual Property is derived solely from this Agreement and is limited to a license to operate your Store during the Term pursuant to, and only in compliance with, this Agreement and the Manual. You may not use the Intellectual Property relating to the sale of unauthorized goods or services or in any manner not expressly authorized by us. Any unauthorized use of the Intellectual Property is an infringement of our rights. You must comply with all provisions in the Manual governing use of the Intellectual Property. You will not acquire any goodwill, title or interest in or to the Intellectual Property. Any goodwill arising from your use of the Marks insures exclusively to us (or our affiliate) with no obligation to pay you compensation attributable to any goodwill from your use of the Marks.

17.2. **Intellectual Property Changes**. We may change the Intellectual Property at any time in our sole discretion, including the Copyrighted Materials, Know-how, Marks and/or System. You must, at your expense, implement all Intellectual Property changes we require in accordance with our instructions. We are not liable for any Losses you incur (including loss of goodwill associated with a Mark) due to a change to the Intellectual Property.

17.3. **Use of Marks**. You agree to: (a) use the Marks as the sole identification of your Store; *provided, however*, that you must identify yourself as the independent owner of your Store in the manner we prescribe; (b) prominently display the Marks in the manner we prescribe on or in connection with any advertising, promotional materials, displays, receipts, stationery and forms we designate to give notice of trademark and service mark registrations and copyrights; and (c) obtain any fictitious or assumed name registrations required by applicable Law. You may not: (a) use the Marks in any modified form

or as part of a corporate or trade name or with any prefix, suffix, or other modifying words, designs or symbols (other than logos we license to you); (b) use the Marks when signing a contract, lease, check or other agreement or in any other manner that may cause confusion or imply we are liable for your obligations; (c) register or attempt to register a Mark, or a trademark confusingly similar to a Mark, with a Governmental Authority; or (d) challenge or contest the validity or ownership of our Marks.

17.4. **Use of Know-how**. We disclose our proprietary Know-how to you during training programs, in the Manual and through other guidance furnished during the Term. You do not acquire any interest in the Know-how other than the right to use it, during the Term, solely for purposes of developing and operating your Store in compliance with this Agreement and the Manual.

17.5. **Improvements**. If you (or your Owner or employee) conceive of or develop an Improvement, you must send us a notice describing the Improvement. You must obtain our approval prior to using the Improvement. You or your Owner or employee, as applicable, must assign to us or our designee, without charge, all rights to any Improvement we approve, including the right to grant sublicenses. If applicable Law precludes assigning ownership to us, you or your Owner or employee, as applicable, must grant us a fully-paid, royalty-free license to use and sublicense use of the Improvement anywhere in the world for a term of 100 years.

17.6. **IP Disputes**. You must immediately notify us of any IP Dispute. You may not communicate with any Person other than us and our counsel in connection with the IP Dispute. We have sole discretion in deciding what action, if any, to take in response to an IP Dispute. We exclusively control all litigation and other proceedings relating to IP Disputes. You must execute all documents, render all assistance, and perform all acts that our counsel deems necessary or advisable to protect or maintain our interest in the proceeding and/or protect the Intellectual Property.

18. INDEMNITY. You agree to indemnify the Indemnified Parties and hold them harmless for, from and against any and all Losses they incur as a result of or in connection with:

(a) the marketing, use or operation of your Store;

(b) the breach of a Definitive Agreement committed by you or your Owner or affiliate;

(c) the breach of an agreement with a third party committed by you or your Owner or affiliate;

(d) any representations made by you or your Owner to a transferee in connection with a Transfer;

(e) any Claim relating to taxes or penalties a Governmental Authority assesses against us as a direct result of your failure to pay or perform functions required of you under this Agreement;

(f) libel, slander or disparaging comments made by you or your Owners, officers, employees or independent contractors regarding the System, a Store or an Indemnified Party (this provision does not apply to disclosure of truthful information to Governmental Authorities);

(g) any labor, employment or similar type of Claim pertaining to your employees (including Claims alleging we are a joint employer of your employees) or our relationship with you or your Owners (including Claims alleging we are an employer of you and/or any of your Owners); or

(h) any actions, investigations, rulings or proceedings conducted by a Governmental Authority (including the United States Department of Labor, Equal Employment Opportunity Commission or National Labor Relations Board) relating to your employees.

You must immediately notify us of a Claim or proceeding described above. The Indemnified Parties have the right, in their sole discretion, to: (a) retain counsel of their choosing to represent them; (b) control the response thereto and defense thereof; and (c) settle the Claim. You may participate in the defense at your expense. You must cooperate with the Indemnified Parties and reimburse all Losses they incur to defend the Claim including mediation, arbitration or court expenses, expert fees and Travel Expenses incurred by attorneys or expert witnesses to attend proceedings or hearings relating to the matter. Your indemnification obligations survive and remain in effect after the Transfer, termination or expiration of this Agreement.

19. TRANSFERS

19.1. **By Us**. We have the unrestricted right to assign this Agreement to any Person without prior notice to you; *provided, however*, that we will remain liable for obligations we incur prior to the assignment date. We may also delegate any of our obligations under this Agreement.

19.2. **By You**. The rights and duties created by this Agreement are personal to you and the Owners. We are granting you franchise rights in reliance upon the character, skill, attitude, business ability and financial resources of you and your Owners. Because this Agreement is a personal services contract, neither you nor any Owner may engage in a Transfer (other than a Permitted Transfer) without our prior approval. Any Transfer (other than a Permitted Transfer) without our approval is void and constitutes a breach of this Agreement. We will not unreasonably withhold our approval of a proposed Transfer if all of the following conditions are satisfied:

(a) we believe the proposed transferee has sufficient business experience, aptitude and financial resources to own and operate a Store and meets our minimum criteria for franchisees;

(b) you and your affiliates and Owners are in full compliance with all Definitive Agreements;

(c) the transferee's owners successfully complete, or make arrangements to attend, the initial training program and the transferee pays us any applicable training fee;

(d) your landlord consents to your assignment of the lease to the transferee;

(e) the transferee and its owners obtain all required Licenses to own and operate the Store;

(f) the transferee assumes your obligations under this Agreement and other Business contracts (including supplier contracts) and signs any agreement we require to confirm the foregoing;

(g) the transferee and its owners sign our then-current form of franchise agreement for a full 10-year initial term (unless we, in our sole discretion, instruct you to assign this Agreement to the transferee), except the transferee need not pay a separate initial franchise fee;

(h) the transferee agrees to remodel the Store and upgrade all furniture, fixtures and equipment to conform to our then-current standards and specifications (these changes must be completed within 12 months after the Transfer or such shorter period of time we specify);

(i) you or the transferee pay us a transfer fee equal to 75% (50% if the transferee is an existing Main Squeeze franchisee) of our then-current standard initial franchise fee for a first Store to defray our Transfer-related expenses (if our broker finds the transferee, you must also reimburse any commission we pay our broker);

(j) you and your Owners sign a General Release;

(k) you agree to subordinate the transferee's financial obligations owed to you to the transferee's financial obligations owed to us pursuant to the franchise agreement (we may require you to enter into a written subordination agreement);

(l) we choose not to exercise our right of first refusal described in §19.5; and

(m) you or the transferring Owner, as applicable, and the transferee satisfy all other conditions we reasonably require as a condition to approval of the Transfer.

Our consent to a Transfer does not constitute a waiver of any Claims we have against the transferor or our right to demand the transferee comply with all terms of the franchise agreement.

19.3. **Permitted Transfers**. You may engage in a Permitted Transfer without our prior approval, but you must: (a) give us at least 10 days' prior notice; and (b) upon our request, cause the former Franchisee Entity to sign a corporate guarantee in the format we require to secure performance of the new Franchisee Entity's financial obligations under all Definitive Agreements (if the Permitted Transfer results in a new Franchisee Entity). You and the Owners (and transferee) must sign all documents we reasonably request to effectuate and document the Permitted Transfer.

19.4. **Owner Death or Disability**. Within 180 days after an Owner's death or permanent disability, the Owner's Equity Interest in the Business or Franchisee Entity must be Transferred to another Person in

compliance with §19.2 or §19.3. An Owner is deemed to have a "permanent disability" only if he/she has a medical or mental problem preventing him/her from substantially complying with his/her obligations under this Agreement or operating the Business in the manner required by this Agreement and the Manual for a continuous period of at least three (3) months.

19.5. **Our Right of First Refusal**. If you or an Owner wish to engage in a Transfer, you or the Owner, as applicable, must obtain and send us a bona-fide offer executed by the purchaser after completion of due diligence. We have 30 days after receiving the offer to decide whether to purchase the interest for the same price and upon the same terms contained in the offer, except we may substitute cash for any non-cash form of payment proposed in the offer. If we notify you within the 30-day period that we intend to purchase the interest, you or the Owner, as applicable, must sell the interest to us. We will have an additional 60 days to prepare for closing. You or the Owner, as applicable, must provide us with all customary representations and warranties regarding the title to and condition of the assets or Equity Interest that we purchase, or at our option, the representations and warranties contained in the offer. If we do not exercise our right of first refusal, you or the Owner, as applicable, may complete the Transfer to the purchaser pursuant to the terms of the offer, subject to the requirements of §19.2, including our approval of the transferee. If the sale is not completed within 120 days after we receive the offer, or there is a material change to the terms of sale, we will again have the right of first refusal specified in this Section. Our right of first refusal does not apply to Permitted Transfers.

20. TERMINATION

20.1. **By You**. You may terminate this Agreement if we fail to cure a material breach within 90 days after you send us a default notice specifying the nature of the breach. If you terminate pursuant to §20.1, you must still comply with your post-term obligations described in §21 (other than payment of liquidated damages) and all other obligations that survive the termination of this Agreement.

20.2. **By Us**. We may terminate this Agreement, effective upon delivery of a notice of termination, for any of the following reasons, all of which constitute material events of default and "good cause" for termination, and without opportunity to cure except for any cure period expressly set forth below:

(a) if you are insolvent due to your inability to pay your debts as they become due;

(b) if you file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, dissolution or composition or other settlement with creditors under any Law, or you are the subject of an involuntary bankruptcy (which may or may not be enforceable under the Bankruptcy Act of 1978);

(c) if your Store, or substantially all of its assets, are seized by a government official or taken over or foreclosed upon by a creditor, lienholder or lessor;

(d) if a final judgment against you remains unsatisfied for 30 days unless a supersedes or other appeal bond has been filed;

(e) if a levy of execution has been made upon the license granted by this Agreement or any property used in your Business and is not discharged within five (5) days of the levy;

(f) if the Managing Owner fails to satisfactorily complete initial training as required by §5.1;

(g) if you fail to identify an approved site or open your Store before the associated deadlines set forth in §7.1 and §7.4, respectively;

(h) if you abandon or fail to operate your Store for three (3) consecutive business days unless due to Force Majeure (in which case §24.6 governs) or another reason we approve;

(i) if a Governmental Authority suspends or revokes a Licensed required to lawfully operate the Store unless the suspension or revocation is overturned within 20 days thereafter;

(j) if you operate the Store in a manner that presents a health or safety hazard to your customers, employees or the public and fail to cure within 24 hours after notice from us;

(k) if you underreport Gross Sales by at least 2% on two (2) or more occasions or you knowingly fail

to record sales transactions in our designated POS system in accordance with the Manual;

(l) if you fail to pay any amount owed to us, our affiliate or an approved or designated supplier within 10 days after demand for payment (subject to your right to dispute, in good faith, amounts owed to third-party suppliers in accordance with §11.8(d));

(m) if you fail to timely notify us of a Reportable Event in accordance with §15.6;

(n) if you (or an Owner) (i) are subject to a material administrative disciplinary action or (ii) plead no contest to, or are convicted of, a felony or other material crime;

(o) if you (or an Owner) fail to comply with a material Law applicable to your Store;

(p) if you (or an Owner) commit an act that can reasonably be expected to materially and adversely affect the reputation of the System and/or the goodwill associated with the Marks;

(q) if you (or an Owner) make a material misrepresentation to us at any time;

(r) if you (or an Owner) make an unauthorized Transfer;

(s) if you (or an Owner) use the Intellectual Property in an unauthorized manner;

(t) if you (or an Owner) breach a brand protection covenant in §14 or representation in §23.3;

(u) if an Owner (or their spouse) breaches an Owner Agreement;

(v) if you fail two (2) or more qualify assurance inspections in any 12-month period;

(w) if the lease for your premises is terminated due to your default;

(x) if we send you three (3) or more default notices within a 12-month period (even if cured);

(y) if we (or our affiliate) terminate a Definitive Agreement, other than an area development agreement, due to a default committed by you (or your affiliate) or an Owner; or

(z) if you (or an Owner) breach any other provision of this Agreement, including any mandatory provision in the Manual, and fail to cure within 30 days after receipt of a default notice.

If we send you a default notice we may cease to perform our obligations under this Agreement until you cure the breach, unless our failure to perform would materially impair your ability to cure.

20.3. **By Mutual Agreement**. If you and we mutually agree in writing to terminate this Agreement, any notice or cure period that might otherwise apply shall be deemed waived.

21. POST-TERM OBLIGATIONS.

21.1. **Obligations of You and the Owners**. After the termination, expiration or Transfer of this Agreement, you and the Owners agree to:

(a) immediately cease to use the Intellectual Property;

(b) comply with all post-term covenants described in §14 or an Owner Agreement;

(c) cancel all fictitious or assumed name registrations relating to your use of the Marks;

(d) cease use of our proprietary POS System and delete all related software from your computer memory and storage;

(e) pay us all amounts you owe including, if applicable, liquidated damages pursuant to §21.3;

(f) comply with our data retention policies pertaining to the Business Data;

(g) comply with our instructions to return, destroy or transfer all copies of the Manual and Copyrighted Materials and all signs, menus, recipes, brochures, advertising and promotional materials, forms and other materials bearing the Marks or containing Confidential Information;

(h) alter the interior and exterior of the premises to the extent necessary, or to the extent we require, to prevent any further resemblance to or connection with a MAIN SQUEEZE JUICE CO.® Store

or our System, including repainting the exterior and interior with new colors and removing trade dress, fixtures, signage, window decals and décor items associated with a Store;

(i) notify all telephone, listing and domain name registration companies of the termination or expiration of your right to use: (i) any telephone numbers and/or domain names associated with your Store; and (ii) any regular, classified or other telephone directory listings associated with the Marks (you hereby authorize the foregoing companies to transfer such telephone numbers, domain names and listings to us and you authorize us, and appoint us and any officer we designate as your attorney-in-fact to direct these companies to transfer the telephone numbers, domain names and listings to us if you fail or refuse to do so); and

(j) provide us with satisfactory evidence of your compliance with the above obligations within 30 days after the effective date of the termination, expiration or Transfer of this Agreement.

Subsections (g), (h) and (i) do not apply if you Transfer your Store to an approved transferee or we exercise our right to purchase your Store. If an Owner transfers his or her entire Equity Interest in the Business or Franchisee Entity but you continue to operate the Store pursuant to this Agreement, then this Section will not apply to you (or to any remaining Owner) and the former Owner is subject only to the obligations in subsections (a) and (b).

21.2. Purchase Option.

(a) Generally. Upon termination or expiration of this Agreement we have the option to purchase your Store and/or its assets. If we choose to exercise our purchase option, we will notify you of the assets we wish to purchase (the "Acquired Assets") within 20 days after the termination or expiration date. If we exercise our purchase option we may require that: (i) you assign your lease to us at no additional charge (if you lease the premises); or (ii) you or your affiliate enter into a lease with us upon standard and commercially reasonable leasing terms, including rent at fair rental value, for a term of 10 years or such shorter term that we specify (if you or your affiliate own the real estate). The purchase price for the Acquired Assets will be: (i) the purchase price established by the parties (if mutually agreed upon); or (ii) the Appraised Value established in accordance with §21.2(b) below. We may, at our option, assign our purchase option to a designee of our choosing.

(b) Appraisal Process. If the parties cannot agree on the purchase price, the purchase price shall be the Appraised Value established in accordance with this Section. "Appraised Value" means the fair market value of the Acquired Assets as of the date this Agreement terminates or expires, as applicable; *provided, however*, that fair market value shall not include any value for goodwill and/or the franchise rights granted by this Agreement. The parties shall attempt to mutually agree upon a single independent appraiser. If they fail to do so, either party may demand the appointment of three (3) appraisers in accordance with the following: (i) no later than 15 days after the demand, each party shall appoint one (1) appraiser and notify the other party of the appointed appraiser's name and contact information; and (ii) no later than 30 days after the demand, the two (2) appraisers appointed by the parties will jointly appoint a third (3rd) appraiser. If either party fails to appoint an appraiser within the 15-day period, then the appraiser appointed by the other party is deemed the single appraiser approved by the parties. You must promptly provide any documents or information requested by the appraisers. If a single appraiser is appointed, the purchase price is the Appraised Value established by the appraiser. If three (3) appraisers are appointed, the purchase price is: (i) the Appraised Value agreed upon by at least two (2) of the appraisers; or (ii) the average of the two (2) Appraised Values that are closest to each other if none of the appraisers agree upon the Appraised Value. Each party shall promptly pay 50% of the cost of the appraisal within 14 days of invoicing .

(c) Closing. To memorialize the acquisition, the parties will sign a form of Asset Purchase Agreement we reasonably prescribe that includes customary representations and warranties regarding title to and the condition of the Acquired Assets. At closing you must transfer good and clean title to the Acquired Assets, subject to any exceptions in the Asset Purchase Agreement, and we must pay you the purchase price. We may deduct from the purchase price: (i) amounts you owe us or our

affiliates under Definitive Agreements including, if applicable, liquidated damages and other damages owed (other than lost profits) as a result of your breach; and (ii) the amount of any liabilities we assume on your behalf, including future rent and pre-paid liabilities (e.g., gift cards). We have 60 days after the purchase price is established to close the transaction.

21.3. **Liquidated Damages**. You must pay us liquidated damages if: (a) we terminate this Agreement due to your default; or (b) you terminate this Agreement in any manner other than as permitted by §20.1 or §20.3. Liquidated damages are calculated as the product of Average Weekly Fees multiplied by the lesser of (a) 104 or (b) the total number of full weeks remaining under the Term as of the termination effective date. "Average Weekly Fees" means the combined average weekly royalty fee and brand fund fee (without regard to any fee waivers or other reductions, and regardless of collection) imposed by this Agreement during the 52-week period preceding the termination date (or during the period of time you operated the Business if less than 52 weeks). Liquidated damages are due 30 days after we send you an invoice detailing our calculation of same. Liquidated damages are in addition to and not in lieu of: (a) any fees or other amounts incurred by you prior to the termination of this Agreement, all of which must be paid by you in accordance with the terms of this Agreement; or (b) any damages we or our affiliate incur as a result of your breach of this Agreement; *provided, however*, that we may not pursue a Claim against you for recovery of lost future profits if you pay us all liquidated damages owed when due. The parties agree the amount of liquidated damages set forth in this Section is in proportion to, and is necessary to protect, our legitimate interests, including: (a) encouraging our franchisees to commit to the 10-year franchise relationship in which both parties have already invested time and expense to develop; (b) the time and expense we will incur to ensure your timely and orderly departure from our franchise network and recruit a new franchisee to acquire franchise rights to the Territory; (c) protecting the reputation and goodwill associated with our Marks; and (d) partially compensating us for financial damages we expect to incur as a result of your breach or wrongful termination. If this liquidated damages clause is unenforceable under applicable Law, then we are only entitled to recover actual damages we incur as a result of your default or improper termination.

22. DISPUTE RESOLUTION.

22.1. **Negotiation & Mediation**. Except as otherwise provided below with respect to Excluded Claims, the parties shall attempt in good faith to resolve any Dispute through informal discussions and negotiations. If these efforts are unsuccessful, either party may submit the Dispute to mediation before a mutually-agreeable mediator prior to litigation. All negotiations and mediation proceedings (including discovery, statements and settlement offers): (a) are strictly confidential; (b) constitute "settlement negotiations" for purposes of federal and state rules of evidence; and (c) may not be admitted or used for any purpose in any court or arbitration proceeding (except evidence that would otherwise be discoverable or admissible shall not be excluded from discovery or made inadmissible simply because of its use in mediation). The mediator may not be called as a witness for any purpose in any court proceeding. Any Dispute involving Claims alleging a breach of §14, §17 and/or §21 (referred to as "Excluded Claims") is not subject to mandatory negotiation or mediation unless both parties agree otherwise.

22.2. **Litigation**. If a Dispute either (a) is not successfully resolved by mediation within 60 days after a party makes a demand for mediation or (b) involves an Excluded Claim, then either party may file a lawsuit in any state or federal court of general jurisdiction in accordance with the choice of venue provision below. The parties hereby express their clear and unequivocal intent that a court, rather than a mediator, has exclusive jurisdiction to decide the threshold issue of whether a Dispute involves an Excluded Claim (i.e., whether any Claim alleges a breach of §14, §17 or §21).

22.3. **Venue**. All mediation and litigation will take place in the county in which we maintain our principal place of business at the time the Dispute arises (currently, Maricopa County, Arizona). The parties irrevocably waive any objection to such venue and consent to the jurisdiction of such courts.

22.4. **Attorney's Fees & Costs**. If a Dispute is resolved through a judicial proceeding, the substantially prevailing party is entitled to reimbursement of its costs and expenses, including reasonable accounting and legal fees and court costs. In addition, if you or an Owner breach a Definitive Agreement, you

must reimburse all reasonable legal fees and other expenses we incur as a result of the breach, regardless of whether the breach is cured prior to commencement of formal dispute resolution proceedings.

22.5. **Waivers**. ***Unless prohibited by applicable Law, any Claim (other than for payment of monies owed or an Excluded Claim) must be brought by filing a written demand for mediation (or if permitted, litigation) within one (1) year following the conduct, act, event or occurrence giving rise to the Claim, or the right to a remedy will be deemed forever waived and barred. We and you irrevocably waive: (a) trial by jury; and (b) the right to litigate a Dispute on a class action basis***.

23. REPRESENTATIONS.

23.1. **Corporate**. You and the Owners jointly and severally represent and warrant to us that the execution and delivery of this Agreement, and performance of your obligations hereunder, does not: (a) conflict with, breach or constitute a default under any agreement to which you are (or any affiliate of yours is) a party or by which your (or your affiliate's) assets are bound; (b) violate any order, injunction, decree, judgment or ruling of a Governmental Authority; or (c) violate any applicable Law. If the franchisee is an Entity, you and the Owners also jointly and severally represent and warrant to us that: (a) the Franchisee Entity is duly organized, validly existing and in good standing under the Laws of the state of its formation and has the requisite power and authority to enter into this Agreement and perform its obligations hereunder; and (b) the execution and delivery of this Agreement have been duly authorized by all requisite corporate action and this Agreement constitutes the legal, valid and binding obligation of, and is enforceable against, the Franchisee Entity in accordance with its terms.

23.2. **General**. You and the Owners jointly and severally represent and warrant to us that you and the Owners are aware that: (a) other franchisees may operate under different forms of agreement and our obligations and rights with respect to franchisees differs materially in certain circumstances; and (b) we may negotiate terms or offer concessions to other franchisees and we have no obligation to offer you the same or similar negotiated terms or concessions.

23.3. **Anti-Terrorism**. You and the Owners jointly and severally represent and warrant to us that, to the best of your and their knowledge: (a) no property or interest owned by you or any Owner is subject to being "blocked" under any Anti-Terrorism Law; (b) neither you nor any Owner, nor any of their respective funding sources (including any legal or beneficial owner of an Equity Interest in the Business or Franchisee Entity) or related parties is, or has ever been: (i) a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Law; or (ii) identified by name, alias, pseudonym, nickname or address on any Terrorist List, including the list of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at www.home.treasury.gov); and (c) you and the Owners are in compliance with, and shall continue to comply with, the Anti-Terrorism Law and all other U.S. Laws currently in effect, or enacted in the future, that prohibit corrupt business practices, money laundering or the aid or support of Persons who conspire to commit acts of terror against any Person or government. The foregoing representations and warranties are 'continuing' representations and warranties for the duration of the franchise relationship. Accordingly, you must immediately notify us of the occurrence of an event or development of a circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

24. GENERAL PROVISIONS

24.1. **Governing Law**. Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.), this Agreement and the franchise relationship are governed by the Laws of Delaware without reference to its principles of conflicts of law, but any Delaware Law that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

24.2. **Relationship of Parties**. Nothing in this Agreement creates a fiduciary relationship between the parties or is intended to make either party an agent, legal representative, partner or employee of the

other party. Throughout the Term you must, in all dealings with third parties, conspicuously identify yourself as a franchisee and the independent owner of your Store. We may require that you display a written notice of independent ownership, in the form we prescribe, at any location within your Store we specify. You must also include a written indication of independent ownership on all agreements, forms, letterhead, advertising materials, business cards and other materials that we specify. Neither party may: (a) make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other; or (b) represent that our relationship is other than franchisor and franchisee. Neither party is obligated by any agreement or representation made by the other party unless expressly authorized by this Agreement.

24.3. **Severability**. Each section of this Agreement (and portion thereof) is severable. If applicable Law imposes mandatory terms that conflict with this Agreement, the terms required by such Law shall govern to the extent of the inconsistency. If a court concludes any promise or covenant in this Agreement is unreasonable or unenforceable, we or the court may modify such promise or covenant to the minimum extent necessary to make it enforceable.

24.4. **Waivers**. Each party may waive any obligation imposed on the other party in writing. Neither party is deemed to have waived or impaired any of its rights under this Agreement, including the right to require strict compliance with all terms of this Agreement or terminate this Agreement if the other party fails to comply with such terms, by virtue of: (a) any custom or practice of the parties at variance with the terms of this Agreement; (b) any failure, refusal or neglect by a party to exercise any right under this Agreement or require the other party to strictly comply with any term of this Agreement; (c) our waiver, failure or refusal to exercise any of our rights with respect to other franchisees; or (d) our acceptance of payment from you after your breach.

24.5. **Approvals**. Whenever this Agreement requires our approval, you must make a timely written request for approval. Our approval must be in writing in order to bind us. Except as otherwise expressly provided in this Agreement, if we fail to approve any request for approval within the required period of time, we are deemed to have disapproved your request.

24.6. **Force Majeure**. Neither party is liable for loss or damage or deemed in breach of this Agreement if such party's failure to perform its obligations results from an event of Force Majeure; *provided, however*, that Force Majeure will not excuse or permit any failure to perform for more than 180 days. If the period of non-performance exceeds 180 days from receipt of notice of the Force Majeure event, the party whose ability to perform has not been affected may immediately terminate this Agreement by giving notice of termination to the other party.

24.7. **Binding Effect**. This Agreement is binding on the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Agreement is intended or deemed to confer any rights or remedies upon any Person not a party to this Agreement; *provided, however*, that the additional insureds listed in §15.1 and the Indemnified Parties are intended third-party beneficiaries under this Agreement with respect to §15.1 and §18, respectively.

24.8. **Integration**. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT, EXCEPT AS PERMITTED BY §11.1 AND §24.3, BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. In addition, our issuance of a Site Approval Notice amends this Agreement to identify the approved site and Territory for your Store. No email or informal electronic communication will modify this Agreement unless it is signed by both parties and expressly states it is intended to modify this Agreement. The attachments are part of this Agreement, which together with any Amendments or Addenda executed on or after the Effective Date, constitute the entire understanding and agreement of the parties. There are no other oral or written understandings or agreements between the parties about the subject matter of this Agreement. As referenced above, all mandatory provisions of the Manual are part of this Agreement. Any representations not specifically contained in this Agreement made before entering into this Agreement do not survive after the signing of this Agreement. Nothing in this Agreement is intended to disclaim any of the representations we made in the Franchise Disclosure Document. 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 (a) waiving any claims under any applicable state franchise law, including fraud in the inducement or (b) 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.

24.9. **Good Faith Covenant**. If applicable Law implies into this Agreement a covenant of good faith and fair dealing, the covenant may not imply any right or obligation inconsistent with the express terms hereof. This Agreement, and the relationship of the parties inherent in this Agreement, grants us discretion to make decisions, take actions or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may favorably or adversely affect your interests. We will use our judgment to exercise this discretion based on our assessment of our own interests and balancing our interests against the interests of our franchisees, but without considering the individual interests of you or any other franchisee.

24.10. **Rights are Cumulative**. The rights of the parties under this Agreement are cumulative and no exercise or enforcement by a party of any right or remedy under this Agreement precludes any other right or remedy available to such party under this Agreement or by Law.

24.11. **Survival**. All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Agreement or the Transfer of an Equity Interest in the Business or Franchisee Entity remain in effect subsequent to and notwithstanding its termination, expiration or Transfer until they are satisfied in full or by their nature expire, including §13, §14, §16, §18, §21, §22 and §24.

24.12. **Construction**. Headings are for convenience only and do not affect the meaning of the Section. All references to Sections refer to the Sections contained in this Agreement unless otherwise specified. All references to days in this Agreement refer to calendar days unless otherwise specified. All references to "including" shall be construed as references to "including, but not limited to".

24.13. **Time of Essence**. Time is of the essence in this Agreement and every term thereof.

24.14. **Counterparts**. This Agreement may be signed in multiple counterparts, each of which is deemed an original and all of which together constitute but one and the same document.

24.15. **Notice**. All notices and notifications given under this Agreement must be in writing and must be delivered by: (a) hand delivery; (b) registered or certified air mail, postage prepaid, return receipt requested; (c) special delivery service (*e.g.*, Federal Express, DHL, UPS, *etc.*); or (d) email, in each case to the following addresses (which may be changed upon 10 business days' prior notice):

YOU:	As set forth in Part A of ATTACHMENT "A"
US:	Main Squeeze Juice Franchising, LLC 16220 N. Scottsdale Road, Suite 300 Scottsdale, Arizona 85254 Attention: Chief Executive Officer Email: jennifer@mainsqueezejuiceco.com

Notice is deemed given on the earliest to occur of: (i) the date delivered by hand; (ii) the third (3rd) business day after placed in the mail or provided to special delivery services in accordance with clause (b) or (c) above; or (iii) the first (1st) calendar day after sent by email.

The parties below have executed this Agreement effective as of the Effective Date first above written.

FRANCHISOR:

Main Squeeze Juice Franchising, LLC, a Delaware
limited liability company

By:_____
Name:_____
Its:_____

YOU (If you are an entity):

_____,
a(n)_____

By:_____
Name:_____
Its:_____

YOU (If you are not an entity):

_____
Name:_____

_____
Name: _____

_____
Name: _____

ATTACHMENT "A"

TO FRANCHISE AGREEMENT

DEAL TERMS

A. Franchisee Details

Name of Franchisee: [_____]

Is the franchisee one or more natural Persons signing in their individual capacity? **Yes**: _____ **No**: _____

Type of Entity and State of Formation* (if applicable): [_____]

* *If the franchisee is a business Entity, each Person holding a direct or indirect Equity Interest in the Franchisee Entity, and spouse of each such Person who is a natural Person, must sign the Owner Agreement concurrently with the execution of this Agreement.*

The following table includes the full name of each Person holding a direct or indirect Equity Interest in the Business or Franchisee Entity, as applicable, along with a description of their Equity Interest.

Owner's Name	% Equity Interest	Direct or Indirect (if indirect, describe nature of interest)

Notice Address: _____
_____
_____
Attention: _____
Email: _____

B. Site Selection Area

The Site Selection Area referenced in the Franchise Agreement consists of the following geographic area: [_____]

* *The Site Selection Area is not your territory and there are no protections associated with this area.*

C. Approved Site

We hereby approve the site listed below for your Store.

Approved Address: [_____]

* *If the site for your Store has not been approved by us at the time this Agreement is signed, we will send you a Site Approval Notice in accordance with §7.1 listing the address of your approved site.*

D. Initial Franchise Fee

The amount of your initial franchise fee is as follows: (franchisor to check box by appropriate amount):

____ Standard Initial Franchise Fee: $49,500 initial franchise fee (no discount)

____ Veteran's Discount: $39,600 initial franchise fee (20% discount)

____ Area Development Discount (3 to 5 Stores): $39,500 initial franchise fee ($10,000 discount)

____ Area Development Discount (6 or more Stores): $34,500 initial franchise fee ($15,000 discount)

____ Other Discount: $[_____] initial franchise fee ([_____] discount)

E. Territory

The Territory referenced in the Franchise Agreement consists of, and shall be limited to, the geographic area within (franchisor to check appropriate box):

____ a one (1) mile radius from your Store

____ a one and one-half (1.5) mile radius from your Store

* *If the site for your Store has not been approved by us at the time this Agreement is signed, we will send you a Site Approval Notice in accordance with §3 identifying the geographic area that comprises your Territory.*

ATTACHMENT "B"

TO FRANCHISE AGREEMENT

FORM OF SITE APPROVAL NOTICE

[See Attached]

SITE APPROVAL NOTICE

Main Squeeze Juice Franchising, LLC ("we" or "us") is issuing this Site Approval Notice (this "Notice") to _____ ("you"), effective _____, 202___, in connection with the Main Squeeze Franchise Agreement (the "Franchise Agreement") that we executed with you on _____, 202___. The purpose of this Notice is to confirm our approval of the site you have proposed for your Store premises and our designation of the boundaries of your "Territory".

Approved Address:

Pursuant to §7.1 of the Franchise Agreement, we hereby approve the site listed below for your Store:

_____
_____
_____

Territory:

Pursuant to §3 of the Franchise Agreement, we hereby designate your Territory as the geographic area within (check appropriate box):

____ a one (1) mile radius from your Store

____ a one and one-half (1.5) mile radius from your Store

* * *

In accordance with the above: (a) the address identified in this Notice is the approved site for your Store established and operated pursuant to the Franchise Agreement; and (b) the geographic area described in this Notice under "Territory" is your Territory under the Franchise Agreement. Our designation of your approved site and Territory, as set forth in this Notice, is binding upon you effective as of the effective date listed in the first paragraph in this Notice. Our acceptance of the site you proposed is in no way a representation by us that your site will be successful. Rather, our acceptance merely indicates the site meets our minimum standards and requirements.

Franchisor

Main Squeeze Juice Franchising, LLC

By:_____

Name:_____

Its:_____

Date:_____

ATTACHMENT "C"

TO FRANCHISE AGREEMENT

LEASE ADDENDUM

[See Attached]

LEASE ADDENDUM

This Agreement dated this ___ day of _____, 202__ among Main Squeeze Juice Franchising, LLC, a Delaware limited liability company, with principal offices at 16220 N. Scottsdale Road, Suite 300, Scottsdale, Arizona 85254 ("Franchisor"), _____, a(n)_____, with principal offices located at _____ ("Landlord"), and _____, a(n)_____, with principal offices located at _____ ("Tenant/Franchisee").

Background

A. On _____, 202___, Franchisor and Tenant/Franchisee executed a Main Squeeze, Franchise Agreement (the "Franchise Agreement"). Under the Franchise Agreement, Franchisor granted Tenant/Franchisee the right, and Tenant/Franchisee undertook the duty, to operate a Main Squeeze store (the "Franchised Business") at the Premises (defined below).

B. Simultaneously with entering this Agreement, Landlord and Tenant/Franchisee are entering a lease agreement (the "Lease"). Under the Lease, Landlord shall lease to Tenant/Franchisee the premises described in Exhibit "A" (the "Premises").

C. To protect Franchisor's rights and interests under the Franchise Agreement, Landlord agrees to grant certain rights to Franchisor as set forth below.

Agreement

1. Notices. Landlord agrees to provide Franchisor with copies of all written default notices sent to Tenant/Franchisee at the same time such notices are sent to Tenant/Franchisee. Landlord agrees to send such copies to Franchisor by first-class mail, postage prepaid, to the address set forth above or such other address as Franchisor may notify Landlord in writing.

2. Right to Cure. If Tenant/Franchisee defaults under the Lease, Franchisor has the right (but not the duty) to cure such default within 15 days following the expiration of any applicable cure period. Furthermore, in such event, Franchisor may immediately commence occupancy of the Premises as the tenant under the Lease without obtaining Landlord's or Tenant/Franchisee's consent. Franchisor may thereafter assign the Lease to another Main Squeeze franchisee or to an entity owned and/or controlled by Franchisor. If it does, Franchisor must first obtain Landlord's written approval of the assignee. Landlord, however, must neither unreasonably withhold nor delay its approval thereof. Landlord will acknowledge any such assignment in writing. No assignment permitted under this Section is subject to any assignment or similar fee or will cause any rental acceleration.

3. Right to Assign. At any time (including, without limitation, upon the expiration or sooner termination of the Franchise Agreement), and without Landlord's prior consent, Tenant/Franchisee may assign the Lease to Franchisor. In such event, Franchisor may thereafter assign the Lease to another Main Squeeze franchisee or to an entity owned and/or controlled by Franchisor. If it does, Franchisor must first obtain Landlord's written approval of the assignee. Landlord, however, must neither unreasonably withhold nor delay its approval thereof. Landlord will acknowledge any such assignment in writing. No assignment permitted under this Section is subject to any assignment or similar fee or will cause any rental acceleration.

4. Right of First Refusal. Landlord agrees that upon the expiration or termination of the Lease, Franchisor shall have the first right of refusal to lease the Premises as the new tenant.

5. Expiration or Termination of Franchise Agreement. Landlord agrees that the expiration or termination of the Franchise Agreement shall constitute a default under the Lease, giving Franchisor the right, but not the obligation, to cure such default by succeeding to Tenant/Franchisee's interests under the Lease in accordance with §2 above.

6. Acknowledgement of Rights. Landlord acknowledges Franchisor's rights under the Franchise Agreement to enter the Premises to: (a) make any modifications or alterations necessary in Franchisor's sole discretion to

protect its franchise system and its trademarks without being guilty of trespass or any other tort or crime; and (b) remove any trade fixtures, interior or exterior signs and other items bearing Franchisor's trademarks or service marks upon the expiration or termination of the Franchise Agreement.

7. Modification of Lease. Without Franchisor's prior written consent, Landlord and Tenant/Franchisee will not amend, modify, supplement, terminate, renew or extend the Lease.

8. Miscellaneous.

   (a) In the event of any inconsistency between the terms of this Agreement and the terms of the Lease, the terms of this Agreement control.

   (b) All of the terms of this Agreement, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective personal and legal representatives, heirs, successors and permitted assigns.

   (c) The provisions of this Agreement may be amended, supplemented, waived or changed only by a written document signed by all the parties to this Agreement and making specific reference to this Agreement.

   (d) This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument.

In witness whereof, this Agreement has been executed the date and year first above written.

FRANCHISOR:

Main Squeeze Juice Franchising, LLC, a Delaware limited liability company

By:_____
Name:_____
Its:_____

LANDLORD:

_____, (a)n _____
_____

By:_____
Name:_____
Its:_____

TENANT/FRANCHISEE:

_____, (a)n _____
_____

By:_____
Name:_____
Its:_____

EXHIBIT “A” TO LEASE ADDENDUM

DESCRIPTION OF PREMISES

_____

_____

ATTACHMENT "D"

TO FRANCHISE AGREEMENT

OWNER AGREEMENT

[See Attached]

OWNER AGREEMENT

This Owner Agreement (this "Agreement") is entered into by: (a) each of the undersigned Owners of Franchisee (defined below); and (b) the spouse of each such Owner who is a natural Person, in favor of Main Squeeze Juice Franchising, LLC, a Delaware limited liability company, and its successors and assigns ("us"). Each signatory to this Agreement is referred to as "you".

1. DEFINITIONS. Capitalized terms not defined above have the meanings given to them below, or if not defined below, the meanings given to them in the Franchise Agreement:

"*Development Agreement*" means, if applicable, the Area Development Agreement pursuant to which the Franchise Agreement was executed.

"*Franchise Agreement*" means the Main Squeeze Franchise Agreement executed by Franchisee with an effective date of _____, 202__.

"*Franchisee*" means _____. For purposes of this Agreement, the term "Franchisee" includes both: (a) [_____], as Franchisee under the Franchise Agreement; and (b) the Person who signed the Development Agreement (if applicable), as Developer, if such Person is different than Franchisee.

"*Restricted Period*" means the two-year period after the earliest to occur of: (a) the termination or expiration of the Franchise Agreement; (b) the date Franchisee assigns the Franchise Agreement to another Person with respect to whom neither you nor your spouse own an Equity Interest; or (c) the date neither you nor your spouse own an Equity Interest in the Business or Franchisee Entity; *provided however*, that if a court of competent jurisdiction determines the two-year period is too long to be enforceable then Restricted Period means the one-year period after the earliest to occur of: (a) the termination or expiration of the Franchise Agreement; (b) the date Franchisee assigns the Franchise Agreement to another Person with respect to whom neither you nor your spouse own an Equity Interest; or (c) the date neither you nor your spouse own an Equity Interest in the Business or Franchisee Entity.

2. BACKGROUND. In your capacity as an Owner (or the spouse of an Owner), you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and you could seriously jeopardize our franchise system if you were to unfairly compete with us or misuse our Intellectual Property. In addition, you understand that certain terms of the Franchise Agreement apply to "Owners" and not just Franchisee. You agree to comply with this Agreement to: (a) avoid damaging our System by engaging in unfair competition; and (b) bind yourself to the terms of the Franchise Agreement applicable to Owners.

3. BRAND PROTECTION COVENANTS.

(a) Intellectual Property & Confidential Information. You agree to: (i) refrain from using the Intellectual Property or Confidential Information in any capacity or for any purpose other than the operation of Franchisee's Store in compliance with the Franchise Agreement and Manual; (ii) maintain the confidentiality of the Confidential Information at all times; (iii) refrain from making unauthorized copies of documents containing Confidential Information; (iv) take all steps we require to prevent unauthorized use or disclosure of Confidential Information; and (v) immediately stop using the Intellectual Property and Confidential Information at such time that you are (or your spouse is) no longer an Owner. You must assign to us or our designee, without charge, all rights to any Improvement you develop, including the right to grant sublicenses. If applicable Law precludes you from assigning ownership to us, you must grant us a fully-paid, royalty-free license to use and sublicense use of the Improvement anywhere in the world for a term of 100 years.

(b) Unfair Competition. You may not engage in any Prohibited Activities at any time: (i) that you are (or your spouse is) an Owner; or (ii) during the Restricted Period. Notwithstanding the foregoing, during the Restricted Period you may have an interest in any Competing Business that is not located in the Restricted Territory. If you engage in any Prohibited Activity during the Restricted Period (except as permitted by this Section) your Restricted Period will be extended by the period of time during which you engaged in the Prohibited Activity. Any such extension of time will not constitute a waiver of your

breach or impair any of our rights or remedies relating to your breach. For purposes of clarity, you remain bound by any non-competition covenants in other Definitive Agreements that remain in effect for a period of time that extends beyond the expiration of the Restricted Period under this Agreement, and the expiration of the Restricted Period under this Agreement does not in any way diminish your obligation to comply with such other covenants.

(c) Family Members. You could circumvent the purpose of §3 by disclosing Confidential Information to immediate family members (i.e., parent, sibling, child or grandchild) and it would be difficult for us to prove your breach. For that reason you are presumed to have breached this Agreement if an immediate family member: (i) engages in a Prohibited Activity at any time you are prohibited from doing so; or (ii) uses or discloses Confidential Information. However, you may rebut this presumption with evidence conclusively showing you did not disclose Confidential Information to the family member.

(d) Covenants Reasonable. You agree that: (i) the covenants in §3 are reasonable in duration and geographic scope; and (ii) you have sufficient resources, business experience and opportunities to earn an adequate living while complying with these covenants. Although you and we believe the covenants in §3 are reasonable we may, upon written notice to you, unilaterally modify the brand protection covenants in §3 of this Agreement by limiting the scope of the Prohibited Activities, narrowing the definition of a Competing Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory and/or reducing the scope of any other covenant imposed upon you under §3 of this Agreement to ensure the covenants are enforceable under applicable Law.

(e) Breach. You agree that: (i) any failure to comply with §3 is likely to cause substantial and irreparable damage to us and/or other franchisees for which there is no adequate remedy at law; and (ii) we are entitled to injunctive relief if you breach §3 together with any other relief available at equity or law. We will notify you if we intend to seek injunctive relief but we need not post a bond. If a court requires that we post a bond despite our mutual agreement to the contrary, the bond amount may not exceed $1,000. No remedy available to us under this Agreement is exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages.

4. **TRANSFER RESTRICTIONS**. We must approve all Persons who own an Equity Interest in the Franchisee Entity. If you are an Owner, you agree that you will not Transfer an Equity Interest in the Business or Franchisee Entity except in accordance with §19 of the Franchise Agreement.

5. **FINANCIAL SECURITY**. In order to secure Franchisee's financial obligations under the Definitive Agreements (the "Secured Agreements") you hereby personally and unconditionally: (a) guarantee to us and our successors and assigns, that Franchisee shall punctually fulfil all of its payment and other financial obligations under the Secured Agreements; and (b) agree to be personally bound by, and personally liable for, each and every monetary provision in the Secured Agreements. You waive: (i) acceptance and notice of acceptance by us of the foregoing undertakings; (ii) notice of demand for payment of any indebtedness guaranteed; (iii) protest and notice of default to any party with respect to the indebtedness guaranteed; (iv) any right you may have to require that an action be brought against Franchisee or any other Person as a condition of liability; and (v) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness hereby guaranteed. You agree that: (a) your direct and immediate liability under this guaranty is joint and several with Franchisee and all other signatories to this Agreement; (b) you will render any payment required under the Secured Agreements upon demand if Franchisee fails to promptly do so; (c) your liability is not contingent or conditioned upon our pursuit of any remedies against Franchisee or any other Person; and (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence we grant to Franchisee or any other Person, including the acceptance of any partial payment or performance, or the compromise or release of any Claims, none of which shall in any way modify or amend this guarantee, which remains continuing and irrevocable during the term of each Secured Agreement and following the termination, expiration or transfer of each Secured Agreement to the extent any financial obligations under a Secured Agreement survive such termination, expiration or transfer. This guaranty will continue unchanged by the occurrence of any bankruptcy of Franchisee or any assignee or successor of Franchisee or by any abandonment of one or more of the Secured Agreements by a trustee of Franchisee. Neither your obligation to make payment in accordance with the

terms of this undertaking nor any remedy for enforcement will be impaired, modified, released or limited in any manner whatsoever by any impairment, modification, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency.

6. **REPRESENTATION**. You represent to us that you received a copy of the executed Franchise Agreement.

7. **DISPUTE RESOLUTION**. Any Dispute between the parties relating to this Agreement shall be resolved in accordance with the dispute resolution provisions in the Franchise Agreement, which are incorporated into this Agreement by reference as if fully set forth herein. **You acknowledge and agree that your breach of this Agreement constitutes a material event of default under the Franchise Agreement, permitting us to terminate the Franchise Agreement in accordance with its terms**.

8. **MISCELLANEOUS**.

   (a) If either party hires an attorney or files suit against the other party for breach of this Agreement, the losing party must reimburse the prevailing party for its reasonable attorneys' fees and costs.

   (b) This Agreement is governed by the Laws of Delaware.

   (c) Any Claim or defense you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

   (d) Each section of this Agreement (and portion thereof) is severable. If any section (or portion thereof) is unenforceable, it shall not affect the enforceability of any other section (or portion thereof). A court may revise any provision of this Agreement to the extent necessary to make the provision enforceable.

   (e) We may deliver notices contemplated by this Agreement to you in the same manner and to the same address listed in the notice provision of the Franchise Agreement and any such delivery is deemed effective for purposes of this Agreement. You may change your notice address by sending us a written notice, requesting such change, in the manner and to the address listed in the Franchise Agreement.

Each of the undersigned has executed this Agreement as of the date or dates set forth below.

OWNER / SPOUSE

By: _____

Name: _____

Date: _____

OWNER / SPOUSE

By: _____

Name: _____

Date: _____

OWNER / SPOUSE

By: _____

Name: _____

Date: _____

ATTACHMENT "E"

TO FRANCHISE AGREEMENT

ACH AUTHORIZATION FORM

[See Attached]

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name	Business No.
Franchisee Mailing Address (street)	Franchisee Phone No.
Franchisee Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
Franchisee Fax No.	Franchisee Email Address

Bank Account Information:

Bank Name		
Bank Mailing Address (street, city, state, zip)		
Bank Account No.	☐ Checking ☐ Savings (check one)	Bank Routing No. (9 digits)
Bank Mailing Address (city, state, zip)		Bank Phone No.

Authorization:

Franchisee hereby authorizes Main Squeeze Juice Franchising, LLC ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature:_____ Date:_____

Name:_____

Its:_____

Federal Tax ID Number:_____

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

ATTACHMENT "F"

TO FRANCHISE AGREEMENT

CONFIDENTIALITY AGREEMENT

[See Attached]

CONFIDENTIALITY AGREEMENT

This Agreement (this "Agreement") is entered into by the undersigned ("you") in favor of Main Squeeze Juice Franchising, LLC, a Delaware limited liability company, and its successors and assigns ("us").

1. DEFINITIONS. Capitalized terms that are not defined above have the meanings given to them below:

"*Business Data*" means all data pertaining to Franchisee's Store, customers and business operations, whether collected by you, Franchisee, us or any other person.

"*Confidential Information*" means and includes: (a) Know-How; (b) Business Data; (c) information in the Manual or comprising the System; (d) terms of the Franchise Agreement (and related agreements) signed by Franchisee in connection with the Store; and (e) all other concepts, ideas, trade secrets, financial information, marketing strategies, expansion strategies, studies, supplier information, customer information, franchisee information, investor information, flow charts, inventions, mask works, improvements, discoveries, standards, specifications, formulae, recipes, designs, sketches, drawings, policies, processes, procedures, methodologies and techniques, together with analyses, compilations, studies or other documents that are: (i) designated as confidential; (ii) known by you to be considered confidential by us; and/or (iii) reasonably to be considered confidential due to their nature. Confidential Information does not include information that: (a) is now, or subsequently becomes, generally available to the public (except as a result of a breach of confidentiality obligations by you, Franchisee or Franchisee's owners, employees or other constituents); (b) you can demonstrate was rightfully in your possession, without obligation of nondisclosure, before we (or any person associated with us) or Franchisee (or any person associated with Franchisee) disclosed the information to you; (c) is independently developed by you without any use of, or reference to, any Confidential Information; or (d) is rightfully obtained from a third party who has the right to transfer or disclose the information to you without breaching a confidentiality covenant imposed on such third party.

"*Copyrighted Materials*" means all copyrightable materials for which we or our affiliate claim or secure common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of a Store.

"*Franchisee*" means the Main Squeeze franchisee for whom you are an employee or independent contractor.

"*Improvement*" means any idea, addition, modification or improvement to the (a) goods or services offered or sold at a Store, (b) method of operation of a Store, (c) processes, systems or procedures utilized by a Store, (d) marketing, advertising or promotional materials, programs or strategies utilized by a Store or (e) trademarks, service marks, logos or other intellectual property utilized by a Store, whether developed by you, Franchisee, us or any other person.

"*Intellectual Property*" means, collectively or individually, the Business Data, Copyrighted Materials, Improvements, Know-how, Marks and System.

"*Know-how*" means all of our trade secrets and other proprietary information relating to the design, construction, development, marketing or operation of a Store, including: architectural plans, drawings and specifications for a prototype Store; site selection criteria; recipes; methods and techniques; standards and specifications; policies and procedures; supplier lists and information; marketing strategies; merchandising strategies; financial information; and information comprising the System or included in the Manual.

"*Manual*" means our confidential brand standards manual for the operation of a Store.

"*Marks*" means and includes: (a) all service marks, trademarks, trade names and logos that we designate from time to time and authorize Stores to use, including THE MAIN SQUEEZE®, MAIN SQUEEZE JUICE CO.® and related logos; and (b) any distinctive trade dress used to identify a Store or the products it sells.

"*Store*" means any Main Squeeze store we authorize to operate under the Marks and use our System.

"*System*" means our proprietary business format and system for the operation of a Store, the distinctive characteristics of which include: distinctive interior and exterior design, décor, color schemes, graphics, fixtures and furnishings; proprietary products and recipes; operational and customer service standards and procedures; advertising and marketing strategies, programs, specifications and requirements; operating system; and other standards, specifications, techniques and procedures we designate from time to time.

2. **BACKGROUND**. You are an employee or independent contractor of Franchisee. As a result of this association, you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our franchise system if you were to misuse our Intellectual Property. To avoid such damage, you agree to comply with the terms of this Agreement.

3. **INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION**. You agree to: (a) refrain from using the Intellectual Property or Confidential Information in any business or for any purpose other than the operation of Franchisee's Store; (b) maintain the confidentiality of Confidential Information at all times; (c) refrain from making unauthorized copies of documents containing Confidential Information; (d) take all steps we reasonably require to prevent unauthorized use or disclosure of Confidential Information; and (e) immediately stop using the Intellectual Property and Confidential Information when you no longer work at the Store. You must assign to us or our designee, without charge, all rights to any Improvement you develop, including the right to grant sublicenses. If applicable law precludes you from assigning ownership to us, you must grant us a fully-paid, royalty-free license to use and sublicense use of the Improvement anywhere in the world for a term of 100 years.

4. **FAMILY MEMBERS**. You could circumvent the intent of this Agreement by disclosing Confidential Information to immediate family members (i.e., parent, sibling, child or grandchild) and it would be difficult for us to prove your breach. For that reason you are presumed to have breached this Agreement if an immediate family member uses or discloses Confidential Information. You may rebut this presumption with evidence conclusively showing you did not disclose Confidential Information to the family member.

5. **BREACH**. You agree that: (a) any failure to comply with this Agreement is likely to cause substantial and irreparable damage to us and/or other franchisees for which there is no adequate remedy at law; and (b) we are entitled to injunctive relief if you breach this Agreement together with any other relief available at equity or law. We will notify you if we intend to seek injunctive relief but we need not post a bond. If a court requires that we post a bond despite our mutual agreement to the contrary, the bond amount may not exceed $1,000. No remedy available to us under this Agreement is exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages.

6. **MISCELLANEOUS**.

   (a) If we hire an attorney or file suit against you for breach of this Agreement and we prevail, you must reimburse us for our reasonable attorneys' fees and costs.

   (b) This Agreement is governed by the laws of Delaware. Any legal proceedings arising out of this Agreement must be brought exclusively in a court of competent jurisdiction Maricopa County, Arizona.

   (c) Each section of this Agreement (and portion thereof) is severable. If any section (or portion thereof) is unenforceable, it shall not affect the enforceability of any other section (or portion thereof). A court may revise any provision of this Agreement to the extent necessary to make the provision enforceable.

This Confidentiality Agreement is executed as of the date set forth below.

By: _____

Name: _____

Date: _____

EXHIBIT "D"

TO DISCLOSURE DOCUMENT

AREA DEVELOPMENT AGREEMENT

[See Attached]

AREA DEVELOPMENT AGREEMENT

AREA DEVELOPER: _____
DATE: _____

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ATTACHMENTS

ATTACHMENT "A" Deal Terms

AREA DEVELOPMENT AGREEMENT

This Area Development Agreement (this "Agreement") is entered into as of _____, 202__ (the "Effective Date") between Main Squeeze Juice Franchising, LLC, a Delaware limited liability company ("we" or "us") and _____, a(n) _____ ("you").

1. DEFINITIONS. Capitalized terms not defined above have the meanings given to them below, or if not defined below, the meanings given to them in the Initial Franchise Agreement.

"*Developer Entity*" means an Entity that: (a) signs this Agreement as the area developer (if this Agreement is signed by an Entity); or (b) assumes this Agreement subsequent to its execution by the original Owners.

"*Development Business*" means the business you conduct pursuant to this Agreement consisting of developing and opening Stores within the Development Territory.

"*Development Fee*" means the development fee you pay in consideration of the development rights granted by this Agreement, the amount of which is listed in Part B of ATTACHMENT "A".

"*Development Schedule*" means the schedule described in §4.1 and Part D of ATTACHMENT "A" for the development of the Stores within the Development Territory.

"*Development Territory*" means geographic area described in Part C of ATTACHMENT "A".

"*Dispute*" means any Claim or dispute between the parties that involves or relates to a Definitive Agreement, the offer or sale of area development rights or the relationship between the parties.

"*Franchise Agreement*" means a Main Squeeze Franchise Agreement executed by us and you (or your affiliate) for the development and operation of a Store pursuant to this Agreement.

"*General Release*" means our then-current form of Waiver and Release of Claims that you and your Owners must sign pursuant to §7.2 in connection with a Transfer.

"*Initial Franchise Agreement*" means the Franchise Agreement you execute for the first Store to be developed pursuant to this Agreement.

"*Initial Franchise Fee*" means the initial franchise fee you pay for each Store you commit to develop under this Agreement, the amount of which is listed in Part B of ATTACHMENT "A".

"*Owner*" means a Person who: (a) directly signs this Agreement as the area developer or a Franchise Agreement as the franchisee, either alone or in conjunction with one or more other Persons; and/or (b) directly or indirectly through one or more intermediaries owns an Equity Interest in the Development Business, Developer Entity or any affiliate of yours that signs a Franchise Agreement pursuant to §6.

"*Permitted Transfer*" means a Transfer: (a) between existing Owners; or (b) by the Owners to a new Developer Entity for which such Owners collectively own and control 100% of the Equity Interests; *provided, however*, that a Permitted Transfer does not include any Transfer that results in the Managing Owner no longer owning a material Equity Interest in the Development Business or Developer Entity.

"*Term*" means the period of time beginning on the Effective Date of this Agreement and expiring on the earlier to occur of: (a) the opening date listed in the Development Schedule for the last Store you are required to open; or (b) the date this Agreement is effectively terminated.

"*Transfer*" means any direct or indirect, voluntary or involuntary, assignment, sale, sublicense or other transfer or disposition of: (a) this Agreement; (b) the area development rights granted by this Agreement; (c) your Development Business; (d) the right to manage a Store or occupy the Store's premises; or (e) an Equity Interest in the Development Business or Developer Entity; including by: merger or consolidation; judicial award, order or decree; issuance of additional Equity Interests (including public and private offerings); foreclosure of a security interest by a lender; or operation of Law, will or a trust upon an Owner's death (including via the Laws of intestate succession).

2. GRANT OF DEVELOPMENT RIGHTS. Subject to the terms of this Agreement, we hereby grant you the right and obligation to develop and open each of the Stores listed in the Development Schedule. This Agreement does not grant you any right or license to use our Intellectual Property.

3. **TERRITORIAL PROTECTIONS & LIMITATIONS**. During the Term we will not develop or operate, or license a third party to develop or operate, a Store that is located in the Development Territory other than: (a) any Store that is open, under development, or for which a franchise agreement has been executed, in each case as of the Effective Date, and that is (or will be) located in the Development Territory; and (b) any Store otherwise permitted by this Section. At any time during the Term we reserve the right to: (a) develop and operate, and license third parties to develop and operate, Stores in Captive Venues located in the Development Territory; and (b) engage in Acquisitions that involve, or subsequently result in, conversion of the acquired or acquiring company's outlets to MAIN SQUEEZE JUICE CO.® Stores, even if those outlets are located in the Development Territory. We also reserve the right to sell, and license third parties to sell, competitive or identical goods and services (including under the Marks) within the Development Territory through Alternative Channels of Distribution.

4. **DEVELOPMENT OBLIGATIONS**

   4.1. **Development Schedule**. You must develop, open and operate all Stores listed in the Development Schedule. You must develop and open each Store in strict compliance with the opening dates set forth in the Development Schedule. We may, in our sole discretion, extend one or more opening dates listed in the Development Schedule if you demonstrate to our satisfaction that you used best efforts to comply with the opening date and the need for the extension is due to unforeseeable delays rather than your lack of diligence or funding. The opening date listed in the Development Schedule for a given Store may be earlier than the opening date required by the associated Franchise Agreement. In order to comply with the Development Schedule you must open each Store by the opening date listed in the Development Schedule even if such date is earlier than the opening date required by the associated Franchise Agreement.

   4.2. **Reasonableness of Development Schedule**. You represent that you: (a) have conducted your own independent investigation and analysis of the prospects for development of the Stores in the Development Territory; (b) approve the Development Schedule as being reasonable and viable; and (c) recognize that any breach of the Development Schedule is a material breach of this Agreement.

   4.3. **Site Selection**. All Stores you develop under this Agreement must be located in the Development Territory. You must select the site for each Store in compliance with our then-current site selection criteria. We must approve each site in accordance with the applicable Franchise Agreement.

   4.4. **Franchise Agreements**. You must sign a separate Franchise Agreement for each Store. You must sign the Initial Franchise Agreement for your first Store at the time you sign this Agreement. We will not review proposed sites for a Store until you sign the associated Franchise Agreement. Each Franchise Agreement will be our then-current form of Franchise Agreement (except payment of the Development Fee is deemed to satisfy the Initial Franchise Fee), the terms of which may vary materially and substantially from the terms of the Initial Franchise Agreement. You have no right to construct or operate a Store until the parties sign a Franchise Agreement and all ancillary agreements for that Store. You must develop, open and operate each Store in compliance with the Franchise Agreement and the Manual.

   4.5. **Additional Stores**. You may not develop any Store other than the Stores listed in the Development Schedule unless we, in our sole discretion, permit you to enter into a new area development agreement, which would be upon such terms that we specify, after you develop all Stores listed in the Development Schedule in accordance with this Agreement.

5. **DEVELOPMENT FEE**. At the time you sign this Agreement you must pay us a Development Fee in the amount set forth in Part B of ATTACHMENT "A". The Development Fee is calculated as the sum of the total aggregate Initial Franchise Fees you must pay for all Stores you commit to develop pursuant to this Agreement. The Development Fee is deemed to satisfy the Initial Franchise Fee imposed under each Franchise Agreement you sign for a Store listed in the Development Schedule. The Development Fee is fully earned and nonrefundable upon execution of this Agreement.

6. **DEVELOPER ENTITY**. You represent that Part A of ATTACHMENT "A" includes a complete and accurate list of your Owners. Upon request, you must send us a resolution of the Developer Entity authorizing

the execution of this Agreement, a copy of its organizational documents and a current Certificate of Good Standing. You may form a separate Entity to enter into each Franchise Agreement provided that: (a) the Person or Persons owning the Equity Interests (and the percentage of the Equity Interests owned) in each such Entity must be the same Person or Persons owning the Equity Interests (with the same percentage of the Equity Interests owned) in the Developer Entity; and (b) each such Entity guarantees the performance of all other Entities formed under the authority of this §6. Each Owner, and the spouse of each Owner who is a natural Person, must sign an Owner Agreement.

7. TRANSFERS

7.1. **By Us**. We have the unrestricted right to assign this Agreement to any Person without prior notice to you; *provided, however*, that we will remain liable for obligations we incur prior to the assignment date. We may also delegate any of our obligations under this Agreement.

7.2. **By You**. The rights and duties created by this Agreement are personal to you and the Owners. We are granting you area development rights in reliance upon the character, skill, attitude, business ability and financial resources of you and your Owners. Because this Agreement is a personal services contract, neither you nor any Owner may engage in a Transfer (other than a Permitted Transfer) without our prior approval. Any Transfer (other than a Permitted Transfer) without our approval is void and constitutes a breach of this Agreement. We will not unreasonably withhold our approval of a proposed Transfer if all of the following conditions are satisfied:

(a) we believe the proposed transferee has sufficient business experience, aptitude and financial resources to develop, own and operate all remaining Stores to be developed under this Agreement and meets our minimum criteria for area developer franchisees;

(b) you and your Owners and affiliates are in full compliance with all Definitive Agreements;

(c) the transferee's owners successfully complete, or make arrangements to attend, the initial training program and the transferee pays us any applicable training fee;

(d) the transferee and its owners sign our then-current form of area development agreement (unless we, in our sole discretion, instruct you to assign this Agreement to the transferee) except that: (i) the Term shall be the Term remaining under this Agreement; (ii) the transferee need not pay a separate Development Fee; and (iii) the Development Schedule and Development Territory will be the same Development Schedule and Development Territory set forth in this Agreement (modified to reflect the development obligations satisfied prior to the Transfer);

(e) you or the transferee pay us a $15,000 transfer fee (in addition to the transfer fee, you must reimburse any commission we pay our broker if our broker finds the transferee);

(f) you assign all Franchise Agreements to the transferee in accordance with the transfer provisions under each such Franchise Agreement, including payment of the associated transfer fee;

(g) you and your Owners sign a General Release;

(h) we choose not to exercise our right of first refusal described in §7.5; and

(i) you or the transferring Owner, as applicable, and the transferee satisfy all other conditions we reasonably require as a condition to our approval of the Transfer.

You may not: (a) transfer less than all development rights remaining under this Agreement (i.e., you may not retain the right to develop any Store); or (b) transfer your development rights to multiple transferees. Our consent to a Transfer is not a waiver of any Claims we have against the transferor or our right to demand the transferee comply with all area development agreement terms.

7.3. **Permitted Transfers**. You may engage in a Permitted Transfer without our prior approval, but you must: (a) give us at least 10 days' prior notice; and (b) upon our request, cause the former Developer Entity to sign a corporate guarantee in the format we require to secure performance of the new Developer Entity's financial obligations under all Definitive Agreements (if the Permitted Transfer results in a new Developer Entity). You and the Owners (and the transferee) agree to sign all documents we reasonably request to effectuate and document the Permitted Transfer.

7.4. **Owner Death or Disability**. Within 180 days after an Owner's death or permanent disability, the Owner's Equity Interest in the Development Business or Developer Entity must be Transferred to another Person in compliance with §7.2 or §7.3. An Owner is deemed to have a "permanent disability" if he/she has a medical or mental problem that prevents him/her from substantially complying with his/her obligations under this Agreement for a period of at least three (3) months.

7.5. **Our Right of First Refusal**. If you or an Owner wish to engage in a Transfer, you or the Owner, as applicable, must obtain and send us a bona-fide offer executed by the purchaser after completion of due diligence. We have 30 days after receipt of the offer to decide whether to purchase the interest for the same price and upon the same terms contained in the offer, except we may substitute cash for any non-cash form of payment proposed in the offer. If we notify you within the 30-day period that we intend to purchase the interest, you or the Owner, as applicable, must sell the interest to us. We will have an additional 60 days to prepare for closing. You or the Owner, as applicable, must provide us with all customary representations and warranties regarding the title to and condition of the assets or Equity Interest that we purchase, or at our option, the representations and warranties contained in the offer. If we do not exercise our right of first refusal, you or the Owner, as applicable, may complete the Transfer to the purchaser pursuant to the terms of the offer, subject to the requirements of §7.2, including our approval of the transferee. If the sale is not completed within 120 days after we receive the offer, or there is a material change to the terms of sale, we will again have the right of first refusal specified in this Section. Our right of first refusal shall not apply to a Permitted Transfer.

8. TERMINATION

8.1. **By Us**. We may terminate this Agreement, effective upon delivery of a notice of termination, for any of the following reasons, all of which constitute material events of default and "good cause" for termination, and without opportunity to cure except for any cure period expressly set forth below:

(a) if we terminate any Definitive Agreement due to a default committed by you or one of your Owners or affiliates; or

(b) if you (or an Owner) breach any provision of this Agreement and fail to cure within 30 days after receipt of a default notice.

8.2. **By Mutual Agreement**. If you and we mutually agree in writing to terminate this Agreement, any notice or cure period that might otherwise apply shall be deemed waived.

9. EFFECT OF TERMINATION. Termination of this Agreement ends all your rights and development obligations under this Agreement, including your interests in the Development Territory and right to sign new Franchise Agreements or open new Stores. We will not refund any portion of the Development Fee.

10. DISPUTE RESOLUTION. Any Dispute between the parties relating to this Agreement shall be resolved pursuant to the dispute resolution provisions in the Initial Franchise Agreement. All such dispute resolution provisions are incorporated herein by reference as if fully set forth in this Agreement.

11. REPRESENTATIONS.

11.1. **Corporate**. You and your Owners jointly and severally represent and warrant to us that the execution and delivery of this Agreement, and performance of your obligations hereunder, does not: (a) conflict with, breach or constitute a default under any agreement to which you are (or any affiliate of yours is) a party or by which your (or your affiliate's) assets are bound; (b) violate any order, injunction, decree, judgment or ruling of a Governmental Authority; or (c) violate any applicable Law. If the developer is an Entity, then you and your Owners also jointly and severally represent and warrant to us that: (a) the Developer Entity is duly organized, validly existing and in good standing under the Laws of the state of its formation and has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder; and (b) the execution and delivery of this Agreement have been duly authorized by all requisite corporate action and this Agreement constitutes the legal, valid and binding obligation of, and is enforceable against, the Developer Entity in accordance with its terms.

11.2. **General**. You and your Owners jointly and severally represent and warrant to us that you are aware: (a) other area developers may operate under different forms of agreement and our obligations and

rights with respect to area developers differs materially in certain circumstances; and (b) we may negotiate terms or offer concessions to other area developers and we have no obligation to offer you the same or similar negotiated terms or concessions.

11.3. **Anti-Terrorism**. You and your Owners jointly and severally represent and warrant to us that, to the best of your knowledge: (a) no property or interest owned by you or any Owner is subject to being "blocked" under any Anti-Terrorism Law; (b) neither you nor any Owner, nor any of their respective funding sources (including any legal or beneficial owner of an Equity Interest in the Development Business or Developer Entity) or related parties is, or has ever been: (i) a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Law; or (ii) identified by name, alias, pseudonym, nickname or address on any Terrorist List, including the list of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at www.home.treasury.gov); and (c) you and the Owners are in compliance, and will continue to comply, with the Anti-Terrorism Law and all other U.S. Laws currently in effect, or enacted in the future, that prohibit corrupt business practices, money laundering or the aid or support of Persons who conspire to commit acts of terror against any Person or government. The foregoing representations and warranties are 'continuing' representations and warranties for the duration of the franchise relationship. Accordingly, you must immediately notify us of the occurrence of an event or development of a circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

12. GENERAL PROVISIONS

12.1. **Governing Law**. This Agreement and the franchise relationship are governed by the Laws of Delaware without reference to its principles of conflicts of law, but any Law of Delaware that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

12.2. **Severability**. Each section of this Agreement (and portion thereof) is severable.

12.3. **Waivers**. Each party may waive any obligation imposed on the other party in writing. Neither party is deemed to have waived or impaired any of its contractual rights under this Agreement, including the right to require strict compliance with all terms of this Agreement or terminate this Agreement due to the other party's failure to comply with such terms, by virtue of: (a) any custom or practice of the parties at variance with the terms of this Agreement; (b) any failure, refusal or neglect by a party to exercise any right under this Agreement or require the other party to strictly comply with its obligations under this Agreement; (c) our waiver, failure or refusal to exercise any of our rights with respect to other developers; or (d) our acceptance of payment from you after your breach.

12.4. **Approvals**. Whenever this Agreement requires our approval, you must make a timely written request for approval. Our approval must be in writing in order to bind us. Except as otherwise expressly provided in this Agreement, if we fail to approve any request for approval within the required period of time, we are deemed to have disapproved your request.

12.5. **Force Majeure**. Neither party is liable for loss or damage or deemed in breach of this Agreement if such party's failure to perform its obligations results from an event of Force Majeure; *provided, however*, that Force Majeure does not excuse or permit any failure to perform for more than 180 days. If the period of non-performance exceeds 180 days from receipt of notice of the Force Majeure event, the party whose ability to perform has not been affected may immediately terminate this Agreement by giving notice of termination to the other party.

12.6. **Binding Effect**. This Agreement is binding on the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any Person not a party to this Agreement.

12.7. **Integration**. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. No email or informal electronic communication will modify this Agreement unless

it is signed by both parties and expressly states it is intended to modify this Agreement. The attachments are part of this Agreement, which together with any Amendments or Addenda executed on or after the Effective Date, constitute the entire understanding and agreement of the parties. There are no other oral or written understandings or agreements between the parties about the subject matter of this Agreement. Any representations not specifically contained in this Agreement made before entering into this Agreement do not survive after the signing of this Agreement. Nothing in this Agreement is intended to disclaim any of the representations we made in the Franchise Disclosure Document. 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 (a) waiving any claims under any applicable state franchise law, including fraud in the inducement or (b) 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.

12.8. **Good Faith Covenant**. If applicable Law implies into this Agreement a covenant of good faith and fair dealing, the covenant shall not imply any rights or obligations inconsistent with the express terms hereof. This Agreement, and the relationship of the parties inherent in this Agreement, grants us discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may favorably or adversely affect your interests. We will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees, but without considering the individual interests of you or any other franchisee.

12.9. **Rights are Cumulative**. The rights of the parties under this Agreement are cumulative and no exercise or enforcement by either party of any right or remedy under this Agreement will preclude any other right or remedy available under this Agreement or by Law.

12.10. **Survival**. All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Agreement or the Transfer of an Equity Interest in the Development Business or Developer Entity remain in effect subsequent to and notwithstanding its termination, expiration or Transfer until they are satisfied in full or by their nature expire.

12.11. **Construction**. Headings are for convenience only and do not affect the meaning of the Section. All references to Sections refer to the Sections contained in this Agreement unless otherwise specified. All references to days in this Agreement refer to calendar days unless otherwise specified. All references to "including" shall be construed as references to "including, but not limited to".

12.12. **Time of Essence**. Time is of the essence in this Agreement and every term thereof.

12.13. **Notice**. All notices and notifications given under this Agreement must be in writing and must be provided in accordance with the Notice Provision of the Initial Franchise Agreement.

12.14. **Counterparts**. This Agreement may be signed in multiple counterparts, each of which is deemed an original and all of which together constitute but one and the same document.

[Signature Page Follows]

The parties below have executed this Agreement effective as of the Effective Date first above written.

FRANCHISOR:

Main Squeeze Juice Franchising, LLC, a Delaware limited liability company

By:_____
Name:_____
Its:_____

YOU (If you are an entity):

_____,
a(n)_____

By:_____
Name:_____
Its:_____

YOU (If you are not an entity):

_____
Name:_____

_____
Name:_____

_____
Name:_____

_____
Name:_____

ATTACHMENT "A"

TO AREA DEVELOPMENT AGREEMENT

DEAL TERMS

A. Area Developer Details

Name of franchisee: [_____]

Is the area developer one or more natural Persons signing in their individual capacity? **Yes**: _____ **No**: _____

Type of Entity and State of Formation* (if applicable): [_____]

* *If the area developer is a business Entity, each Person holding a direct or indirect Equity Interest in the Developer Entity, and spouse of each such Person who is a natural Person, must sign an Owner Agreement concurrently with the execution of this Agreement.*

The following table includes the full name of each Person holding a direct or indirect Equity Interest in the Development Business or Developer Entity, as applicable, along with a description of their Equity Interest.

Owner's Name	% Equity Interest	Direct or Indirect (if indirect, describe nature of interest)

Notice Address: _____
_____
_____
Attention: _____
Email: _____

B. Fees

- The Development Fee is $[_____].
- The amount of the Initial Franchise Fee for each Store varies depending on the total number of Stores you commit to develop under this Agreement in accordance with the following table:

Number of Stores Purchased	Initial Franchise Fee
2 Stores	$49,500 per Store
3 to 5 Stores	$39,500 per Store
6 or more Stores	$34,500 per Store

C. Development Territory

The Development Territory consists of, and shall be limited to, the following geographic area, as may be further depicted on a map attached below:

[_____]

If the boundaries that define the Development Territory change during the Term, the boundaries of your Development Territory will remain unaffected and will continue to be defined by the boundaries that were in effect as of the Effective Date (as may be depicted on a map attached below or on the following page).

[Insert Map (if applicable)]

D. Development Schedule

You must comply with the following minimum development obligations as specified in §4 of the Agreement:

DEVELOPMENT PERIOD ENDING*	NUMBER OF STORES OPENED DURING DEVELOPMENT PERIOD	CUMULATIVE NUMBER OF STORES OPENED AND IN OPERATION
1 year after Effective Date		
2 years after Effective Date		
3 years after Effective Date		
4 years after Effective Date		
5 years after Effective Date		
6 years after Effective Date		
7 years after Effective Date		
8 years after Effective Date		
9 years after Effective Date		
10 years after Effective Date		
Total Number of Stores to be Developed: [_____]		

* The required opening date for a given Store is the last day of the Development Period in which the Store must open.

EXHIBIT "E"

TO DISCLOSURE DOCUMENT

TABLE OF CONTENTS OF BRAND STANDARDS MANUAL

[See Attached]

MSJC® Operations Manual

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EXHIBIT "F"

TO DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

Part A (Current Franchisees)

The following table lists franchisees that were open as of December 31, 2025.

FRANCHISEES OPEN AS OF DECEMBER 31, 2025					
State	**City**	**Address**	**Zip**	**Phone**	**Owner Name(s)**
Georgia	Columbus	2521 Airport Thruway	31904	(706) 221-0025	Shreekumar Pillai
Louisiana	Baton Rouge	411 Ben Hur Rd, Ste. E	70820	(337) 707-5781	Derek Peterson Carly Peterson
Louisiana	Baton Rouge	9659 Antioch Rd	70817	(225) 936-5012	Russell Mosely Michael Hackett
Louisiana	Bossier City	2114 Airline Dr, Suite A	71111	(318) 588-5071	Jon Shellhaas
Louisiana	Lake Charles	3629 Nelson Rd., Ste. 100	70605	(337) 602-6761	Miranda Duplichan Matt Duplichan
Louisiana	Mandeville	3575 Hwy 190	70471	(985) 951-9901	Zach Cheaney
Louisiana	Metairie	3660 Veterans Blvd	70002	(504) 612-4064	Derek Peterson Carly Peterson
Louisiana	New Orleans	218 Allen Toussaint Blvd	70124	(504) 766-6618	Dr. Brittany Adams
Louisiana	New Orleans	820 Carondelet Street	70130	(504) 459-2355	Derek Peterson Carly Peterson
Missouri	St. Louis	310 N. Euclid Ave.	63108	(314) 814-2478	Alex Kamakas Madison Kamakas
Missouri	St. Louis	9849 Manchester Rd.	63119	(314) 455-4171	Alex Kamakas Madison Kamakas
Tennessee	Murfreesboro	804 N. Thompson Ln. Ste 1J	37129	(615) 598-5774	Susan Waggoner
Texas	Cypress	16734 House & Hahl Rd	77433	(337) 564-2908	Marc Miller
Texas	Dallas	7324 Gaston Ave., Ste. 123	75214	(469) 708-7197	Sohail Basirat & Jim Lee
Texas	Friendswood	1501 W. Parkwood Ave., Ste.103	77546	(832) 738-7973	Michael Thomas
Texas	Garland	3630 N. Shiloh Rd, Unit 208	75044	(469) 708-7197	Sohail Basirat & Jim Lee
Texas	Houston	16402 W. Lake Houston Pkwy	77044	(337) 277-8818	Argus Wiley
Texas	Houston	1541 N. Shepherd Drive	77008	(504) 813-5562	Marc Miller
Texas	Katy	6825 S. Fry Rd., Ste. 100	77494	(281) 394-4998	Grant Navarre
Texas	Midland	5711 Deauville Blvd	79706	(432) 203-0273	Stormy “Christy” Kodzo
Texas	Mont Belvieu	9209 Eagle Drive	77523	(225) 278-3338	Jackie Jacobs
Texas	Pearland	12568 Broadway St, Ste. 130	77584	(337) 564-2908	Marc Miller
Texas	Sugarland	18841 University Blvd	77479	(337) 794-1442	Grant Navarre

* These franchisees are also area developers that committed to open multiple franchised businesses under the terms of an area development agreement.

The following table lists franchisees with signed franchise agreements that were not open as of December 31, 2025.

FRANCHISEES NOT OPEN AS OF DECEMBER 31, 2025					
State	**City**	**Address**	**Zip**	**Phone**	**Owner Name(s)**
Louisiana	Baton Rouge	To Be Determined		(225) 936-5012	Russell Mosely Michael Hackett
Louisiana	Baton Rouge	To Be Determined		(225) 936-5012	Russell Mosely Michael Hackett
Louisiana	Covington	To Be Determined		(504) 650-2360	LaTonya Fitch Emanuel Fitch
Louisiana	Covington	To Be Determined		(504) 650-2360	LaTonya Fitch Emanuel Fitch
Louisiana	Lafayette	To Be Determined		(318) 359-9020	Carly Peterson Matthew Peterson
Louisiana	New Orleans	To Be Determined		(504) 650-2360	LaTonya Fitch Emanuel Fitch
Louisiana	Sulphur	To Be Determined		(337) 794-1442	Grant Navarre
Mississippi	Madison	To Be Determined		(732) 514-2975	Paige Erwin Tony Erwin Ann Harris Michael Redd
Missouri	St. Louis	To Be Determined		(314) 814-2478	Alex Kamakas Madison Kamakas
Missouri	St. Louis	To Be Determined		(314) 814-2478	Alex Kamakas Madison Kamakas
Texas	Houston	To Be Determined		(504) 813-5562	Marc Miller
Texas	Magnolia	To Be Determined		(337) 794-1442	Grant Navarre
Texas	Richmond	To Be Determined		(337) 794-1442	Grant Navarre
Texas	Sugar Land	To Be Determined		(337) 794-1442	Grant Navarre
Texas	Tomball	To Be Determined		(337) 794-1442	Grant Navarre

* These franchisees are also area developers that have committed to open multiple franchised businesses under the terms of an area development agreement.

<u>Part B</u> (Former Franchisees Who Left System During Prior Fiscal Year)

State	City	Current Business Phone or Last Known Home Phone	Owner Name(s)
Alabama	Huntsville	(601) 325-4719	Jeffrey Wilson Katie Wilson
Arizona	Goodyear	(337) 707-5781	Tanya & Darnell Williams
Louisiana	Lafayette	(337) 806-9563	Mark Delahoussaye
Louisiana	New Orleans	(504) 952-0195	David Gilmore Trevor Gilmore
Mississippi	Hattiesburg	(601) 325-4719	Jeffrey Wilson Katie Wilson
Mississippi	Hattiesburg	(601) 325-4719	Jeffrey Wilson Katie Wilson

State	City	Current Business Phone or Last Known Home Phone	Owner Name(s)
Mississippi	Hattiesburg	(601) 325-4719	Jeffrey Wilson Katie Wilson
Mississippi	Hattiesburg	(601) 325-4719	Jeffrey Wilson Katie Wilson
Mississippi	Hattiesburg	(601) 325-4719	Jeffrey Wilson Katie Wilson
Mississippi	Hattiesburg	(601) 325-4719	Jeffrey Wilson Katie Wilson
Mississippi	Hattiesburg	(601) 325-4719	Jeffrey Wilson Katie Wilson
Mississippi	Hattiesburg	(601) 325-4719	Jeffrey Wilson Katie Wilson
Mississippi	Hattiesburg	(601) 325-4719	Jeffrey Wilson Katie Wilson
Tennessee	Nashville	(601) 325-4719	Jeffrey Wilson Katie Wilson
Texas	Houston	(337) 277-8818	Jeremy Soileau Dax Parker
Texas	Spring	(337) 564-2908	Jeff Drost Tabitha Drost
Texas *	Webster	(337) 564-2908	Jeff Drost Tabitha Drost

* The Franchise Agreement for this outlet was terminated prior to opening.

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

EXHIBIT "G"

TO DISCLOSURE DOCUMENT

LIST OF AREA REPRESENTATIVES

Arizona - Don Gatzemeier

Don Gatzemeier has served as our area representative for the State of Arizona since November 2022. His principal place of business is located at 19304 N. 62nd Ave., Glendale, Arizona 85308. His other employment positions during the past 5 years include the following:

Employer Name	Location	Title	Time Period
Gatz Consulting, LLC	Glendale, AZ	Owner (Franchise Owner / Area Representative)	Jun 2013 to Apr 2023

There is no litigation or bankruptcy information required to be disclosed with respect to Don Gatzemeier.

EXHIBIT "H"

TO DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

[See Attached]

MAIN SQUEEZE JUICE FRANCHISING, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2025 AND 2024

MAIN SQUEEZE JUICE FRANCHISING, LLC

Financial Statements

December 31, 2025 and 2024

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500 East Broward Blvd, Suite 1650 • Fort Lauderdale, FL 33394

Independent Auditors' Report

To the Managing Member of
Main Squeeze Juice Franchising, LLC:

Opinion

We have audited the accompanying financial statements of Main Squeeze Juice Franchising, LLC, which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of income and changes in member's deficit, and cash flows for the years ended December 31, 2025 and 2024, 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 Main Squeeze Juice Franchising, LLC as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audits of the Financial Statements section of our report. We are required to be independent of Main Squeeze Juice Franchising, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the 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 Main Squeeze Juice Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audits of the Financial Statements

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

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

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

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

Lewis Sobey, PLLC

May 15, 2026

MAIN SQUEEZE JUICE FRANCHISING, LLC

Balance Sheets

December 31, 2025 and 2024

ASSETS	2025	2024
Current assets:		
Cash	$ 27,882	$ 53,663
Royalty and other fees receivable	33,180	66,011
Prepaid expenses	9,872	-
Deferred franchise costs, current portion	63,852	90,026
Total current assets	134,786	209,700
Franchise agreements, net	526,770	680,342
Deferred franchise costs, net of current portion	134,507	223,924
Total assets	$ 796,063	$ 1,113,966
LIABILITIES AND MEMBER'S DEFICIT		
Current liabilities:		
Accounts payable and accrued expenses	$ 45,808	$ 162,401
Credit cards payable	64,575	90,487
Deferred revenues, current portion:		
Franchise fees	261,938	282,489
Training fees	41,250	43,750
Due to affiliates	121,500	101,856
Total current liabilities	535,071	680,983
Deferred revenues, noncurrent portion:		
Franchise fees	795,347	1,236,528
Member's deficit	(534,355)	(803,545)
Total liabilities and member's deficit	$ 796,063	$ 1,113,966

See accompanying notes and independent auditors' report.

MAIN SQUEEZE JUICE FRANCHISING, LLC

Statements of Income and Changes in Member's Deficit

For the Years Ended December 31, 2025 and 2024

	2025	2024
Revenues:		
Royalty fees	$ 532,883	$ 605,577
Franchise revenues	473,750	422,943
Training revenues	19,000	38,160
Marketing service fees	334,660	360,118
Point of sale fees	83,074	94,916
Other revenues	307,714	138,741
Total revenues	1,751,081	1,660,455
Operating expenses:		
Advertising and promotions	223,453	393,592
Franchise sales and development costs	218,084	177,393
General and administrative	860,187	880,441
Management fees	3,132	3,066
Amortization	153,572	153,572
Total operating expenses	1,458,428	1,608,064
Net operating income	292,653	52,391
Other income (expense):		
Other income	396	1,009
Interest expense	(23,859)	(11,414)
Net income	269,190	41,986
Member's deficit:		
Beginning of year	(803,545)	(845,531)
End of year	$ (534,355)	$ (803,545)

See accompanying notes and independent auditors' report.

MAIN SQUEEZE JUICE FRANCHISING, LLC

Statements of Cash Flows

For the Years Ended December 31, 2025 and 2024

	2025	2024
Operating activities		
Net income	$ 269,190	$ 41,986
Adjustments to reconcile net income to cash provided by operating activities:		
Amortization	153,572	153,572
Provision for credit losses	146,819	45,280
Change in operating assets and liabilities:		
Royalty and other fees receivable	(113,988)	(50,243)
Prepaid expenses	(9,872)	1,764
Deferred franchise costs	115,591	70,318
Accounts payable and accrued expenses	(116,593)	83,493
Credit cards payable	(25,912)	62,563
Commissions payable	-	(6,813)
Deposits and other	-	(10,000)
Deferred revenues	(464,232)	(301,342)
Net cash provided by (used in) operating activities	(45,425)	90,578
Financing activities:		
Net repayments to related parties	19,644	(70,215)
Net cash provided by (used in) financing activities	19,644	(70,215)
Net increase (decrease) in cash	(25,781)	20,363
Cash		
Beginning of year	53,663	33,300
End of year	$ 27,882	$ 53,663
Supplemental disclosure of cash flow information:		
Interest paid	$ 23,859	$ 11,414

See accompanying notes and independent auditors' report.

1. Organization and Nature of Business

Main Squeeze Juice Franchising, LLC (the "Company") is a limited liability company which was formed under the laws of the State of Delaware on March 22, 2022 to franchise Main Squeeze Juice Company locations across the United States. Operations commenced on June 6, 2022 following the execution of the subscription and contribution agreement discussed in Note 5. The Company did not have any franchising operations from March 22, 2022 (inception) to June 6, 2022.

The Company is a wholly-owned subsidiary of Main Squeeze Juice Holdings, LLC ("Holdings"). On June 6, 2022, Holdings was capitalized with a contribution of cash by an investor group and contribution of franchise system related assets, intellectual property and other assets by the predecessor franchisor to the Company, Main Squeeze Juice Company Franchise, LLC ("MSJC"), and a related entity of MSJC. Franchise agreements were acquired by Holdings in the transaction and contributed to the Company.

As of December 31, 2025 and 2024, the Company has 23 and 28 operating locations, respectively, in several states in the Southeast United States. Two locations were opened during the year ended December 31, 2025, and one location was opened during the year ended December 31, 2024.

Under its franchise agreements, the Company provides services to its franchisees, including start-up assistance, training of staff, advertising, software, and management of vendor relationships. Franchisees are subject to certain requirements and restrictions, including authorization of services that may be provided at franchise locations.

2. Summary of Significant Accounting Policies

Basis of accounting:

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Use of estimates:

The preparation of the financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Accordingly, actual results could differ from those estimates.

Cash:

Cash is maintained in immediately withdrawable accounts. At December 31, 2025, deposits with banks did not exceed the Federal Deposit Insurance Corporation ("FDIC") insurance limit. The Company does not anticipate any losses in such accounts.

Royalty and other fees receivable:

Receivables are primarily derived from royalty and other fees and are carried at original invoice less an estimate made for credit losses based on management's best estimate of probable losses inherent in the receivables balance. Management determines any allowance for credit losses by using an expected credit loss model, which utilizes an aging schedule methodology based on historical information adjusted for asset-specific considerations, including the evaluation of specific customer account activity, current economic conditions, and reasonable and supportable forecasts of consumer credit behavior for comparable credit exposure. Receivables are written off when deemed uncollectible. The allowance for credit losses was $149,279 and $8,000 at December 31, 2025 and 2024, respectively.

(continued)

2. Summary of Significant Accounting Policies (continued)

Franchise agreements:

Franchise agreements were acquired by Holdings in the transaction described in Note 5 and contributed to the Company at the carrying value after acquisition by Main Squeeze Juice Holdings, LLC. The value assigned was determined by management based upon an external valuation of the franchise agreements acquired and in consideration of management's previous experience with franchisor business combination activity. The Company amortizes the franchise agreements on a straight-line basis over the average seven-year remaining term of the respective agreements at the time of acquisition. Estimated future amortization expenses are approximately $153,500 for each of the years 2026 through 2028 and $66,000 for 2029. Franchise agreements will be reviewed for impairment when events or circumstances indicate their carrying amount may not be recoverable.

Revenue recognition and contract assets and liabilities:

Revenues are comprised of royalties, franchise revenues, training fees, marketing service fees, point of sales fees and other fees.

Under the franchise arrangement, the Company is obligated to provide training and other startup services to the franchisees prior to opening. The Company has made a policy election under Accounting Standard Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), to account for pre-opening services as a single performance obligation distinct from the franchise license. Pre-opening services include assistance with the determination of the franchise location, training of the franchisee and franchisee personnel, preparation and distribution of operating manuals and materials, information technology and advisory services and quality control program. The Company used the fair value approach to determine the stand-alone selling price for the pre-opening service performance obligation. Revenue earned from pre-opening services is recorded at a point in time, when all material, services or conditions relating to pre-opening services have been substantially performed or satisfied by the Company, generally when the location opens. The training fee for the initial franchised location of a franchisee is due upon signing of the franchisee's lease agreement. For additional licenses, the training fee is due when the franchisee enters into the lease for each additional store location. Recognition of training fees is deferred until the location opens, at which point the performance obligation related to the training services is satisfied.

The franchise agreement requires the Company to provide various services throughout the term of the agreement, such as ongoing operational support. These services are highly interrelated with the franchise license and as such are considered to represent a single performance obligation. Recognition of franchise fees is deferred until the location opens and is then recognized over the remaining term of the franchise agreement, which has an initial term of ten years, from the date the agreement is signed. Franchise fees are payable by the franchisee upon the execution of the franchise agreement, and transfer fees are paid to the Company when one franchisee transfers a franchise agreement to another franchisee. Transfer fees are recognized over the term of the agreement from the date of transfer.

Royalties are calculated as a percentage of franchise restaurant sales over the term of the franchise agreement. Such fees represent sales-based fees related to the Company's performance obligations under the franchise agreement and are recognized as franchise sales occur.

(continued)

2. Summary of Significant Accounting Policies (continued)

Revenue recognition and contract assets and liabilities (continued):

Revenues are comprised of royalties, franchise revenues, training fees, marketing service fees, point of sales fees and other fees.

Under the franchise arrangement, the Company is obligated to provide training and other startup services to the franchisees prior to opening. The Company has made a policy election under Accounting Standard Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), to account for pre-opening services as a single performance obligation distinct from the franchise license. Pre-opening services include assistance with the determination of the franchise location, training of the franchisee and franchisee personnel, preparation and distribution of operating manuals and materials, information technology and advisory services and quality control program. The Company used the fair value approach to determine the stand-alone selling price for the pre-opening service performance obligation. Revenue earned from pre-opening services is recorded at a point in time, when all material, services or conditions relating to pre-opening services have been substantially performed or satisfied by the Company, generally when the location opens. The training fee for the initial franchised location of a franchisee is due upon signing of the franchisee's lease agreement. For additional licenses, the training fee is due when the franchisee enters into the lease for each additional store location. Recognition of training fees is deferred until the location opens, at which point the performance obligation related to the training services is satisfied.

The franchise agreement requires the Company to provide various services throughout the term of the agreement, such as ongoing operational support. These services are highly interrelated with the franchise license and as such are considered to represent a single performance obligation. Recognition of franchise fees is deferred until the location opens and is then recognized over the remaining term of the franchise agreement, which has an initial term of ten years, from the date the agreement is signed. Franchise fees are payable by the franchisee upon the execution of the franchise agreement, and transfer fees are paid to the Company when one franchisee transfers a franchise agreement to another franchisee. Transfer fees are recognized over the term of the agreement from the date of transfer.

Royalties are calculated as a percentage of franchise restaurant sales over the term of the franchise agreement. Such fees represent sales-based fees related to the Company's performance obligations under the franchise agreement and are recognized as franchise sales occur.

Receipts and expenditures related to market fund activities, which benefit the brand the franchisees operate under, are considered by management to be highly interrelated with the franchise right and therefore not considered distinct. As a result, revenues for the market fund are recognized as revenue as they are billed. Expenses incurred to provide brand building services are recognized when incurred.

Separate performance obligations for point of sales fees and other services are accounted for over time as the performance obligations are satisfied, generally concurrent with the time of billing.

For the years ended December 31, 2025 and 2024, approximately 1% and 2% of revenues, respectively, were recognized at a point in time, versus over time.

(continued)

2. Summary of Significant Accounting Policies (continued)

Revenue recognition and contract assets and liabilities (continued):

The Company incurs incremental costs, primarily consisting of commissions, in the course of obtaining franchise agreements. Such costs are capitalized and recognized as expense on a straight-line basis over the term of the related franchise agreement, concurrent with the recognition of the related revenue for the sale of the franchise agreement. The resulting contract assets are reported as Deferred franchise costs in the accompanying Balance sheet. Commission costs related to the sale of franchise agreements are partially paid upon collection of the franchise fee and the remainder is paid when the franchisee enters into a lease for its franchise location.

Deferred revenues consist of certain initial franchise fees and training fees paid by the franchisees upon entering into a franchise agreement with the Company.

Contract assets and liabilities were as follows:

	Deferred Franchise Costs	Deferred Revenues
January 1, 2024	$ 1,244,014	$ 1,995,172
December 31, 2024	$ 313,950	$ 1,562,767
December 31, 2025	$ 198,359	$ 1,098,535

Income taxes

The Company is taxed as a disregarded entity for Federal and state income tax purposes. As such, the sole member reports the Company's taxable income or loss on its income tax return. Accordingly, no provision for income tax is made by the Company.

Advertising and marketing costs:

Advertising and marketing costs include website and social media advertising, promotional expenses, trade shows and other advertising programs and are expensed as incurred. Advertising and marketing expense approximated $223,000 and $394,000 for the years ended December 31, 2025 and 2024, respectively, and is included in Advertising and promotions expense in the accompanying Statements of income and changes in member's deficit.

Reclassifications:

Certain reclassifications have been made to the prior year financial statement balances in order to conform with the current year presentation.

Subsequent events:

Subsequent events were evaluated through May 15, 2026, which is the date the financial statements were available to be issued.

3. Franchise Agreements

As of December 31, 2025 and 2024, franchise agreements consist of the following:

	2025	2024
Franchise agreements	$ 1,075,000	$ 1,075,000
Less: accumulated amortization	(548,230)	(394,658)
Net	$ 526,770	$ 680,342

Amortization expense for each of the years ended December 31, 2025 and 2024 was $153,572.

Future amortization consists of the following:

Year ending December 31,	
2026	$ 153,571
2027	153,571
2028	153,571
2029	66,057
Total	$ 526,770

4. Related Party Transactions

During 2025 and 2024, Holdings paid approximately $324,000 and $281,000, respectively, in personnel costs on behalf of the Company, which are included in General and administrative expenses in the accompanying Statements of income and changes in member's deficit.

For the year ended December 31, 2025 there were no commissions incurred on new franchise sales to a related party. For the year ended December 31, 2024, the Company incurred $14,000 in commissions on new franchise sales to a related party, amortized as part of Franchise sales and development costs reported in the accompanying Statement of income and changes in member's deficit.

Due to affiliates of $121,500 and $101,856 at December 31, 2025 and 2024, respectively, relates to software support provided by related entities and expenditures paid for by or on behalf of related entities. Under the terms of the Company's franchise agreements, franchisees must subcontract software installation and maintenance services.

5. Subscription and Contribution Agreement

On June 6, 2022, Holdings was capitalized with a contribution of cash of $3,825,000 by an investor group and contribution of franchise system related assets, intellectual property and other assets by Main Squeeze Juice Company Franchise, LLC ("MSJC"), the predecessor franchisor, and a related entity of MSJC. In addition, under the contribution agreement ("SCA"), Holdings assumed certain payables and other obligations of MSJC and the related entity. As a result of the transaction, a change-of-control occurred, whereby the contributed assets and liabilities assumed were recognized at their fair value by Holdings. Under the terms of the contribution agreement, the Company assumed obligations related to deferred franchise and training fees, and commissions payable. In addition, as the successor of the Main Squeeze Juice Co. brand, the Company recognized a franchise agreements intangible asset and deferred franchise costs.

6. Commitments

In August 2024, the Company vacated the office space occupied by MSJC under a lease maturing January 31, 2025. Management does not believe the office lease is an obligation assumed by the Company under the SCA and therefore no right-of-use asset or corresponding lease obligation is recorded by the Company at December 31, 2025 or 2024.

7. Risks, Uncertainties and Contingencies

The Company monitors and seeks to minimize potential adverse effects of the Company's risk exposures, which are reviewed periodically for changes in market conditions and the Company's operations.

The Company is a franchisor subject to federal and state regulation and supervision, primarily by the Federal Trade Commission ("FTC"). Regulation from the FTC and other federal and state regulatory authorities covers all aspects of the organization, management, and operations. The Company continually evaluates the rules to determine the extent of the impact on Company operations. Regulatory enforcement could adversely affect the business, financial condition and results of operations.

The Company is involved, from time to time, in claims incidental to the conduct of its business. Based on consultation with legal counsel, management believes the Company does not have claims, either individually or in the aggregate, that would have a material adverse effect on the Company's financial condition or results of operations.

During 2025 and 2024, the Company settled claims with former franchisees resulting in the receipt of claim proceeds of approximately $125,000 and $65,000, respectively, for lost revenues, reported as Other revenues in the accompanying Statements of income and changes in member's deficit.

On March 25, 2024, the former chief executive officer of Holdings filed suit against Holdings and others alleging that his employment had been wrongfully terminated and that he had been wrongfully removed from Holding's board of managers, which allegedly constitutes a breach of fiduciary duty, among other claims. The suit was settled in favor of the Company on February 11, 2025.

MAIN SQUEEZE JUICE FRANCHISING, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2024

MAIN SQUEEZE JUICE FRANCHISING, LLC

Financial Statements

December 31, 2024

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Independent Auditors' Report

To the Managing Member of
Main Squeeze Juice Franchising, LLC:

Opinion

We have audited the accompanying financial statements of Main Squeeze Juice Franchising, LLC, which comprise the balance sheet as of December 31, 2024, and the related statements of income and changes in member's deficit, and cash flows for the year ended December 31, 2024, 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 Main Squeeze Juice Franchising, LLC as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audits of the Financial Statements section of our report. We are required to be independent of Main Squeeze Juice Franchising, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the 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 Main Squeeze Juice Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audits of the Financial Statements

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

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

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

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

Lewis Sobey, PLLC

April 29, 2025

MAIN SQUEEZE JUICE FRANCHISING, LLC

Balance Sheet

December 31, 2024

ASSETS

Current assets:	
Cash	$ 53,663
Royalty and other fees receivable	66,011
Deferred franchise costs, current portion	90,026
Total current assets	209,700
Franchise agreements, net	680,342
Deferred franchise costs, net of current portion	348,174
Total assets	$ 1,238,216

LIABILITIES AND MEMBER'S DEFICIT

Current liabilities:	
Accounts payable and accrued expenses	$ 162,401
Credit cards payable	90,487
Commissions payable	124,250
Deferred revenues, current portion:	
Franchise fees	282,489
Training fees	43,750
Due to affiliates	101,856
Total current liabilities	805,233
Deferred revenues, noncurrent portion:	
Franchise fees	1,236,528
Member's deficit	(803,545)
Total liabilities and member's deficit	$ 1,238,216

See accompanying notes and independent auditors' report.

MAIN SQUEEZE JUICE FRANCHISING, LLC

Statement of Income and Changes in Member's Deficit

For the Year Ended December 31, 2024

Revenues:	
Royalty fees	$ 605,577
Franchise revenues	422,943
Training revenues	38,160
Marketing service fees	360,118
Point of sale fees	94,916
Other revenues	74,895
Total revenues	1,596,609
Operating expenses:	
Advertising and promotions	393,592
Franchise sales and development costs	177,393
General and administrative	880,441
Amortization	153,572
Management fees	3,066
Total operating expenses	1,608,064
Net operating loss	(11,455)
Other income (expense):	
Other income	64,855
Interest expense	(11,414)
Net income	41,986
Member's deficit:	
Beginning of year	(845,531)
End of year	$ (803,545)

See accompanying notes and independent auditors' report.

MAIN SQUEEZE JUICE FRANCHISING, LLC

Statement of Cash Flows

For the Year Ended December 31, 2024

Operating activities	
Net income	$ 41,986
Adjustments to reconcile net income to cash provided by operating activities:	
Amortization	153,572
Change in operating assets and liabilities:	
Royalty and other fees receivable	(4,963)
Prepaid expenses	1,764
Deferred franchise costs	70,318
Accounts payable and accrued expenses	83,493
Credit cards payable	62,563
Commissions payable	(6,813)
Deposits and other	(10,000)
Deferred revenues	(301,342)
Net cash provided by operating activities	90,578
Financing activities:	
Net repayments to related parties	(70,215)
Net increase in cash	20,363
Cash	
Beginning of period	33,300
End of period	$ 53,663

See accompanying notes and independent auditors' report.

1. Organization and Nature of Business

Main Squeeze Juice Franchising, LLC (the "Company") is a limited liability company which was formed under the laws of the State of Delaware on March 22, 2022 to franchise Main Squeeze Juice Company locations across the United States. Operations commenced on June 6, 2022 following the execution of the subscription and contribution agreement discussed in Note 5. The Company did not have any franchising operations from March 22, 2022 (inception) to June 6, 2022.

The Company is a wholly-owned subsidiary of Main Squeeze Juice Holdings, LLC ("Holdings"). On June 6, 2022, Holdings was capitalized with a contribution of cash by an investor group and contribution of franchise system related assets, intellectual property and other assets by the predecessor franchisor to the Company, Main Squeeze Juice Company Franchise, LLC ("MSJC"), and a related entity of MSJC. Franchise agreements were acquired by Holdings in the transaction and contributed to the Company.

As of December 31, 2024, the Company has 28 operating locations in several states in the Southeast United States. One of these locations was opened during the year ended December 31, 2024.

Under its franchise agreements, the Company provides services to its franchisees, including start-up assistance, training of staff, advertising, software, and management of vendor relationships. Franchisees are subject to certain requirements and restrictions, including authorization of services that may be provided at franchise locations.

2. Summary of Significant Accounting Policies

Basis of accounting:

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Use of estimates:

The preparation of the financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Accordingly, actual results could differ from those estimates.

Cash:

Cash is maintained in immediately withdrawable accounts. At December 31, 2024, deposits with banks did not exceed the Federal Deposit Insurance Corporation ("FDIC") insurance limit. The Company does not anticipate any losses in such accounts.

Royalty and other fees receivable:

Receivables are primarily derived from royalty and other fees and are carried at original invoice less an estimate made for credit losses based on management's best estimate of probable losses inherent in the receivables balance. Management determines any allowance for credit losses by using an expected credit loss model, which utilizes an aging schedule methodology based on historical information adjusted for asset-specific considerations, including the evaluation of specific customer account activity, current economic conditions, and reasonable and supportable forecasts of consumer credit behavior for comparable credit exposure. Receivables are written off when deemed uncollectible. The allowance for credit losses was $8,000 at December 31, 2024.

(continued)

2. Summary of Significant Accounting Policies (continued)

Franchise agreements:

Franchise agreements were acquired by Holdings in the transaction described in Note 5 and contributed to the Company at the carrying value after acquisition by Main Squeeze Juice Holdings, LLC. The value assigned was determined by management based upon an external valuation of the franchise agreements acquired and in consideration of management's previous experience with franchisor business combination activity. The Company amortizes the franchise agreements on a straight-line basis over the average seven-year remaining term of the respective agreements at the time of acquisition. Estimated amortization expenses for the next five years are approximately $154,000 for each of the years 2025 through 2028 and $64,000 for 2029. Franchise agreements will be reviewed for impairment when events or circumstances indicate their carrying amount may not be recoverable.

Revenue recognition and contract assets and liabilities:

Revenues are comprised of royalties, franchise revenues, training fees, marketing service fees, point of sales fees and other fees.

Under the franchise arrangement, the Company is obligated to provide training and other startup services to the franchisees prior to opening. The Company has made a policy election under Accounting Standard Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), to account for pre-opening services as a single performance obligation distinct from the franchise license. Pre-opening services include assistance with the determination of the franchise location, training of the franchisee and franchisee personnel, preparation and distribution of operating manuals and materials, information technology and advisory services and quality control program. The Company used the fair value approach to determine the stand-alone selling price for the pre-opening service performance obligation. Revenue earned from pre-opening services is recorded at a point in time, when all material, services or conditions relating to pre-opening services have been substantially performed or satisfied by the Company, generally when the location opens. The training fee for the initial franchised location of a franchisee is due upon signing of the franchisee's lease agreement. For additional licenses, the training fee is due when the franchisee enters into the lease for each additional store location. Recognition of training fees is deferred until the location opens, at which point the performance obligation related to the training services is satisfied.

The franchise agreement requires the Company to provide various services throughout the term of the agreement, such as ongoing operational support. These services are highly interrelated with the franchise license and as such are considered to represent a single performance obligation. Recognition of franchise fees is deferred until the location opens and is then recognized over the remaining term of the franchise agreement, which has an initial term of ten years, from the date the agreement is signed. Franchise fees are payable by the franchisee upon the execution of the franchise agreement, and transfer fees are paid to the Company when one franchisee transfers a franchise agreement to another franchisee. Transfer fees are recognized over the term of the agreement from the date of transfer.

Royalties are calculated as a percentage of franchise restaurant sales over the term of the franchise agreement. Such fees represent sales-based fees related to the Company's performance obligations under the franchise agreement and are recognized as franchise sales occur.

(continued)

2. Summary of Significant Accounting Policies (continued)

Revenue recognition and contract assets and liabilities (continued):

Revenues are comprised of royalties, franchise revenues, training fees, marketing service fees, point of sales fees and other fees.

Under the franchise arrangement, the Company is obligated to provide training and other startup services to the franchisees prior to opening. The Company has made a policy election under Accounting Standard Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), to account for pre-opening services as a single performance obligation distinct from the franchise license. Pre-opening services include assistance with the determination of the franchise location, training of the franchisee and franchisee personnel, preparation and distribution of operating manuals and materials, information technology and advisory services and quality control program. The Company used the fair value approach to determine the stand-alone selling price for the pre-opening service performance obligation. Revenue earned from pre-opening services is recorded at a point in time, when all material, services or conditions relating to pre-opening services have been substantially performed or satisfied by the Company, generally when the location opens. The training fee for the initial franchised location of a franchisee is due upon signing of the franchisee's lease agreement. For additional licenses, the training fee is due when the franchisee enters into the lease for each additional store location. Recognition of training fees is deferred until the location opens, at which point the performance obligation related to the training services is satisfied.

The franchise agreement requires the Company to provide various services throughout the term of the agreement, such as ongoing operational support. These services are highly interrelated with the franchise license and as such are considered to represent a single performance obligation. Recognition of franchise fees is deferred until the location opens and is then recognized over the remaining term of the franchise agreement, which has an initial term of ten years, from the date the agreement is signed. Franchise fees are payable by the franchisee upon the execution of the franchise agreement, and transfer fees are paid to the Company when one franchisee transfers a franchise agreement to another franchisee. Transfer fees are recognized over the term of the agreement from the date of transfer.

Royalties are calculated as a percentage of franchise restaurant sales over the term of the franchise agreement. Such fees represent sales-based fees related to the Company's performance obligations under the franchise agreement and are recognized as franchise sales occur.

Receipts and expenditures related to market fund activities, which benefit the brand the franchisees operate under, are considered by management to be highly interrelated with the franchise right and therefore not considered distinct. As a result, revenues for the market fund are recognized as revenue as they are billed. Expenses incurred to provide brand building services are recognized when incurred.

Separate performance obligations for point of sales fees and other services are accounted for over time as the performance obligations are satisfied, generally concurrent with the time of billing.

For the year ended December 31, 2024, approximately 2% of revenues were recognized at a point in time, versus over time.

(continued)

2. Summary of Significant Accounting Policies (continued)

Revenue recognition and contract assets and liabilities (continued):

The Company incurs incremental costs, primarily consisting of commissions, in the course of obtaining franchise agreements. Such costs are capitalized and recognized as expense on a straight-line basis over the term of the related franchise agreement, concurrent with the recognition of the related revenue for the sale of the franchise agreement. The resulting contract assets are reported as Deferred franchise costs in the accompanying Balance sheet. Commissions incurred in connection with the sale of franchise agreements are partially paid upon collection of the franchise fee and the remainder is paid when the franchisee enters into a lease for its franchise location. Commissions due on franchise sales but not yet paid at December 31, 2024 of $124,250 are reported as Commissions payable in the accompanying Balance sheet.

Deferred revenues consist of certain initial franchise fees and training fees paid by the franchisees upon entering into a franchise agreement with the Company.

Contract assets and liabilities were as follows:

	Deferred Franchise Costs	Deferred Revenues
January 1, 2024	$ 1,368,264	$ 1,995,172
December 31, 2024	$ 438,200	$ 1,562,767

Income taxes

The Company is taxed as a disregarded entity for Federal and state income tax purposes. As such, the sole member reports the Company's taxable income or loss on its income tax return. Accordingly, no provision for income tax is made by the Company.

Advertising and marketing costs:

Advertising and marketing costs include website and social media advertising, promotional expenses, trade shows and other advertising programs and are expensed as incurred. Advertising and marketing expense approximated $394,000 for the year ended December 31, 2024, and is included in Advertising and promotions expense in the accompanying Statement of income and changes in member's deficit.

Reclassifications:

Certain reclassifications have been made to the prior year financial statement balances in order to conform with the current year presentation.

Subsequent events:

Subsequent events were evaluated through April 29, 2025, which is the date the financial statements were available to be issued.

3. Franchise Agreements

As of December 31, 2024, franchise agreements consist of the following:

Franchise agreements	$ 1,075,000
Less: accumulated amortization	(394,658)
Net	$ 680,342

Amortization expense for the year ended December 31, 2024 was $153,572.

Future amortization consists of the following:

Year ending December 31,	
2025	$ 153,571
2026	153,571
2027	153,571
2028	153,571
2029	66,058
Total	$ 680,342

4. Related Party Transactions

During 2024, Holdings paid approximately $281,000 in personnel costs on behalf of the Company, which are included in General and administrative expenses in the accompanying Statement of income and changes in member's deficit.

For the year ended December 31, 2024, the Company incurred $14,000 in commissions on new franchise sales to a related party, amortized as part of Franchise sales and development costs reported in the accompanying Statement of income and changes in member's deficit.

Due to affiliates of $101,856 at December 31, 2024 relates to software support provided by related entities and credit card expenditures for related entities. Under the terms of the Company's franchise agreements, franchisees must subcontract software installation and maintenance services.

5. Subscription and Contribution Agreement

On June 6, 2022, Holdings was capitalized with a contribution of cash of $3,825,000 by an investor group and contribution of franchise system related assets, intellectual property and other assets by Main Squeeze Juice Company Franchise, LLC ("MSJC"), the predecessor franchisor, and a related entity of MSJC. In addition, under the contribution agreement, Holdings assumed certain payables and other obligations of MSJC and the related entity. As a result of the transaction, a change-of-control occurred, whereby the contributed assets and liabilities assumed were recognized at their fair value by Holdings. Under the terms of the contribution agreement, the Company assumed obligations related to deferred franchise and training fees, and commissions payable. In addition, as the successor of the Main Squeeze Juice Co. brand, the Company recognized a franchise agreements intangible asset and deferred franchise costs.

6. Commitments

In August 2024, the Company vacated the office space occupied by MSJC under a lease maturing January 31, 2025. Management does not believe the office lease is an obligation assumed by the Company under the SCA and therefore no right-of-use asset or corresponding lease obligation is recorded by the Company at December 31, 2024.

7. Risks, Uncertainties and Contingencies

The Company monitors and seeks to minimize potential adverse effects of the Company's risk exposures, which are reviewed periodically for changes in market conditions and the Company's operations.

The Company is a franchisor subject to federal and state regulation and supervision, primarily by the Federal Trade Commission ("FTC"). Regulation from the FTC and other federal and state regulatory authorities covers all aspects of the organization, management, and operations. The Company continually evaluates the rules to determine the extent of the impact on Company operations. Regulatory enforcement could adversely affect the business, financial condition and results of operations.

The Company is involved, from time to time, in claims incidental to the conduct of its business. Based on consultation with legal counsel, management believes the Company does not have claims, either individually or in the aggregate, that would have a material adverse effect on the Company's financial condition or results of operations.

In 2024, the Company settled a claim with former franchisees resulting in the receipt of net insurance claim proceeds of approximately $65,000, for lost revenues, reported as Other income in the accompanying Statement of income and changes in member's deficit.

On March 25, 2024, the former chief executive officer of Holdings filed suit against Holdings and others alleging that his employment had been wrongfully terminated and that he had been wrongfully removed from Holding's board of managers, which allegedly constitutes a breach of fiduciary duty, among other claims. The suit was settled in favor of the Company on February 11, 2025.

Financial Report

Main Squeeze Juice Franchising, LLC

New Orleans, Louisiana

December 31, 2023

Bourgeois Bennett
CERTIFIED PUBLIC ACCOUNTANTS | CONSULTANTS
A LIMITED LIABILITY COMPANY

Financial Report

Main Squeeze Juice Franchising, LLC

New Orleans, Louisiana

December 31, 2023

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Main Squeeze Juice Franchising, LLC
New Orleans, Louisiana

December 31, 2023 and 2022

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INDEPENDENT AUDITOR'S REPORT

To the Members of
Main Squeeze Juice Franchising, LLC,
New Orleans, Louisiana.

Opinion

We have audited the accompanying financial statements of Main Squeeze Juice Franchising, LLC, (the "Company") which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of operations, changes in member's deficit, and cash flows for the year ended December 31, 2023 and the period from March 22, 2022 (inception) through December 31, 2022, 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 Main Squeeze Juice Franchising, LLC as of December 31, 2023, and the results of its operations and its cash flows for the year ended December 31, 2023 and the period from March 22, 2022 (inception) through December 31, 2022 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audits of the Financial Statements section of our report. We are required to be independent of the Company and to meet our 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 the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's Responsibilities for the Audits of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the 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 audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Bourgeois Bennett, L.L.C.

Certified Public Accountants.

New Orleans, Louisiana,
June 10, 2024.

BALANCE SHEETS

Main Squeeze Juice Franchising, LLC
New Orleans, Louisiana

December 31, 2023 and 2022

	2023	2022
ASSETS		
Current Assets		
Cash	$ 33,300	$ 274,477
Royalty and other fees receivable	61,048	25,405
Prepaid expenses	1,764	1,390
Deferred franchise costs, current portion	31,492	32,736
Total current assets	127,604	334,008
Other Assets		
Franchise agreements, net	859,746	1,018,074
Right-of-use of leased assets	44,109	-
Deferred franchise costs, net of current portion	477,026	497,571
Total other assets	1,380,881	1,515,645
Total assets	$ 1,508,485	$ 1,849,653

See notes to financial statements.

	2023	2022
LIABILITIES		
Current Liabilities		
Accounts payable and accrued expenses	$ 78,908	$ 24,985
Credit cards payable	27,924	20,518
Commissions payable	131,063	138,750
Deposits and other	10,000	10,000
Lease liability	40,625	-
Deferred revenue:		
Franchise fees	128,803	127,860
Training fees	13,750	50,000
Due to affiliates	172,071	126,465
Total current liabilities	603,144	498,578
Non-Current Liabilities		
Deferred revenue:		
Franchise fees, net of current portion	1,681,556	1,811,623
Lease liability, net of current portion	3,484	-
Training fees, net of current portion	40,000	20,000
Total non-current liabilities	1,725,040	1,831,623
Total liabilities	2,328,184	2,330,201
MEMBER'S DEFICIT		
Member's Deficit	(819,699)	(480,548)
Total liabilities and member's deficit	$ 1,508,485	$ 1,849,653

Exhibit B

STATEMENTS OF OPERATIONS

Main Squeeze Juice Franchising, LLC
New Orleans, Louisiana

For the year ended December 31, 2023 and the period from
March 22, 2022 (Inception) through December 31, 2022

	2023	2022
Revenues		
Royalty fees	$ 665,062	$ 325,551
Franchise revenues	174,124	50,558
Training revenues	21,250	18,125
Marketing service fees	264,436	74,600
Point of sale fees	97,779	43,465
Facebook ad fees	5,790	43,541
Other revenues	124,963	33,163
Total revenues	1,353,404	589,003
Expenses		
Advertising and promotions	384,671	114,271
Administrative expenses	41,440	22,571
Amortization	158,328	90,226
Computer and software expenses	49,079	13,163
Franchise sales and development costs	138,156	64,663
Guaranteed payments	438	47,329
Insurance	1,368	50
Legal and professional	111,727	49,118
Management fees	136,500	75,000
Meals and entertainment	21,388	12,625
Office	24,133	5,065
Repairs and maintenance	74	462
Salaries and employee benefits	567,033	251,740
Travel	57,702	22,816
Utilities	545	-
Total expenses	1,692,582	769,099
Other Income		
Interest income	27	66
Net Loss	$ (339,151)	$ (180,030)

See notes to financial statements.

Exhibit C

STATEMENTS OF CHANGES IN MEMBER'S DEFICIT

Main Squeeze Juice Franchising, LLC
New Orleans, Louisiana

For the year ended December 31, 2023 and the period from
March 22, 2022 (Inception) through December 31, 2022

Balance as of March 22, 2022 (Inception)	$ -
Net obligations assumed upon initial transaction	(300,518)
Net loss	(180,030)
Balance as of December 31, 2022	(480,548)
Net loss	(339,151)
Balance as of December 31, 2023	$(819,699)

See notes to financial statements.

Exhibit D

STATEMENTS OF CASH FLOWS

Main Squeeze Juice Franchising, LLC
New Orleans, Louisiana

For the year ended December 31, 2023 and the period from
March 22, 2022 (Inception) through December 31, 2022

	2023	2022
Cash Flows From Operating Activities		
Net loss	$ (339,151)	$ (180,030)
Adjustments to reconcile net loss to cash provided by (used in) operating activities:		
Amortization	158,328	90,226
Decrease (increase) in:		
Royalty and other fees receivable	(35,643)	(25,405)
Prepaid expenses	(374)	(1,390)
Deferred franchise costs	21,789	(100,959)
Increase (decrease) in:		
Accounts payable and accrued expenses	53,923	24,985
Credit cards payable	7,406	20,518
Commissions payable	(7,687)	-
Deferred franchise fees	(129,124)	321,109
Deferred training fees	(16,250)	(1,042)
Net cash provided by (used in) operating activities	(286,783)	148,012
Cash Flows From Financing Activities		
Net borrowings from related parties	45,606	126,465
Net Increase (Decrease) in Cash	(241,177)	274,477
Cash		
Beginning of period	274,477	-
End of period	$ 33,300	$ 274,477

See notes to financial statements.

NOTES TO FINANCIAL STATEMENTS

Main Squeeze Juice Franchising, LLC
New Orleans, Louisiana

December 31, 2023 and 2022

Note 1 - ORGANIZATION AND NATURE OF BUSINESS

Main Squeeze Juice Franchising, LLC (the "Company") is a limited liability company which was formed on March 22, 2022 to expand Main Squeeze's brand across the country utilizing the franchise business model. The Company franchises Main Squeeze Juice Company locations. The Company currently has thirty-five operating locations in several states in the Southeast United States. Three of these locations were opened during the year ended December 31, 2023. During the year ended December 31, 2023 the Company was granted six additional operating franchise locations based on a purchase made by Main Squeeze Juice Holdings, LLC.

Under its franchise agreements the Company provides services to its franchisees, including start-up assistance, training of staff, advertising, software, and management of vendor relationships. Franchisees are subject to certain requirements and restrictions, including authorization of services that may be provided at franchise locations.

The Company is a wholly owned subsidiary of Main Squeeze Juice Holdings, LLC ("Holdings"). On June 6, 2022, Holdings was capitalized with a contribution of cash of $3,825,000 by an investor group and contribution of franchise system related assets, intellectual property and other assets by Main Squeeze Juice Company Franchise, LLC (MSJC, predecessor franchisor) and a related entity of MSJC. In addition, under the contribution agreements, Holdings assumed certain payables and other obligations of MSJC and the related entity. As a result of the transactions, a change-of-control occurred, whereby the contributed assets and liabilities assumed were recognized at their fair value by Holdings. The application of push down accounting to the Company was not applicable, however, under the terms of the contribution agreements, the Company assumed obligations related to deferred franchise and training fees, and commissions payable. In addition, as a result of taking the place of the predecessor, MSJC, as the franchisor of the Main Squeeze Juice Co. brand, the Company recognized a franchise agreements intangible asset and deferred franchise costs incurred in connection with the sale of the franchise licenses.

The Company did not have any franchising operations from March 22, 2022 (inception) to June 6, 2022. On June 6, 2022, Holdings contributed assets and the Company assumed the liabilities as a result of the transaction described above.

Note 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a. Basis of Accounting

The Company prepares its financial statements on the accrual method of accounting in accordance with accounting principles generally accepted in the United States of America as promulgated by the Financial Accounting Standards Board. Under this method, revenues are recognized when earned, and expenses are recorded when incurred.

b. Use of Estimates

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

c. Cash and Cash Equivalents

The Company considers all demand deposits at commercial banks and highly liquid debt instruments with original maturity dates of three months or less to be cash equivalents. There were no cash equivalents as of December 31, 2023.

d. Royalty and Other Fees Receivable

Trade accounts receivable is stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable.

Collection losses have historically not been significant. As of December 31, 2023, management concluded that based on its review of accounts receivable balances outstanding, a valuation allowance was not required.

The Company estimates credit losses associated with accounts receivable using an expected credit loss model, which utilizes an aging schedule methodology based on historical information and adjusted for asset-specific considerations, current economic conditions and reasonable and supportable forecasts.

Note 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

d. Royalty and Other Fees Receivable (Continued)

The Company's approach considers a number of factors, including overall historical credit losses and payment experience, as well as current collection trends such as write-off frequency and severity. The Company also considers other qualitative factors such as current and forecasted conditions.

The Company considers the need to adjust the estimate of credit losses for reasonable and supportable forecasts of future conditions. By monitoring external forecasts of consumer credit behavior for comparable credit exposure.

e. Franchise Agreements

Franchise agreements were acquired by Holdings in the transaction previously described in Note 1 and contributed to the Company at the carrying value after acquisition by Holdings. The value assigned was determined by management based upon previous experience with franchisor business combination activity. The Company will amortize franchise agreements on a straight-line basis over the average remaining term of the respective agreements, which is seven years. Estimated amortization expenses for the next five years are approximately $158,000. Franchise agreements will be reviewed for impairment when events or circumstances indicate their carrying amount may not be recoverable. Franchise agreements may be renewed for an additional 10-year term by the franchisee. The average period until renewal of the franchise agreements is seven years.

f. Deferred Franchise Costs

The Company incurs commissions in connection with the sale of franchise agreements. These commissions are deferred and recognized in franchise sales and development costs when the related revenue for the sale franchise agreement is recognized. Commissions incurred in connection with the sale of franchise agreements are partially paid upon collection of the franchise fee and the remainder is paid when the franchisee entered into a lease for its franchise location. Commission due on the franchise sale but not yet paid are reflected in commissions payable on the accompanying balance sheet.

g. Deferred Training Fees

The Company requires franchisees to undergo training at the corporate offices and at the franchised store location prior to store opening and charges a fee for doing so. The training fee for the initial franchised location of a franchisee is due upon signing of the franchise agreement. For additional licenses, the training fee is due when the franchisee enters into the lease for each additional store location. The Company has

Note 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

g. Deferred Training Fees (Continued)

adopted the practical expedient available to private companies under the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2021-02 "*Franchisors - Revenue from Contracts with Customers*". The practical expedient permits franchisors to account for pre-opening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list with the Accounting Standard. Training of the franchisee's personnel or the franchisee are included in the list of pre-opening services and, accordingly, are treated as distinct from the franchise license. Recognition of training fees is deferred until the location opens, at which point the performance obligation related to the training services is satisfied.

h. Revenue Recognition

The Company recognizes revenue under FASB Accounting Standards Codification (ASC) (Topic 606), "*Revenue from Contracts with Customers*" (ASC 606).

Franchise and Training Fees

Deferred revenues consists of certain initial franchise fees and training fees paid by franchisees upon entering into a franchise agreement with the Company. Under the franchise arrangement, the Company is obligated to provide training and other startup services to the franchisees prior to opening. The franchise agreement requires the Company to provide various services throughout the term of the agreement, such as ongoing operational support. These services are highly interrelated with the franchise license and as such are considered to represent a single performance obligation. Recognition of franchise fees is deferred until the location opens and is then recognized over the remaining term of the franchise agreement.

Royalties and Marketing Service Fees

Royalties and marketing service fees are calculated as a percentage of franchise restaurant sales over the term of the franchise agreement. The Company's franchise agreement royalties and marketing service fees represent sales-based royalties that are entirely related to the Company's performance obligations under the franchise agreement and are recognized as franchise sales occur.

Note 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

h. Revenue Recognition (Continued)

Royalties and Marketing Service Fees (Continued)

Contract asset and liabilities as of January 1, 2023 and December 31, 2023 were as follows:

	Contract Assets	Contract Receivables	Contract Liabilities
January 1, 2023	$1,548,381	$ -	$ 2,148,233
December 31, 2023	$1,368,264	$ -	$ 1,995,172

i. Guaranteed Payments to Partners

Guaranteed payments to partners that are intended as compensation for services rendered are accounted for as Company expenses rather than as allocations of Company net income.

j. Compensated Absences

The Company allows full-time employees to receive compensation for vacation and sick leave. Unused compensated absences for vacation and sick leave expire at the end of each calendar year.

k. Income Taxes

The Company is taxed as a disregarded entity for Federal and state income tax purposes. As such, the sole member reports the Company's taxable income or loss on its income tax return. Accordingly, no provision for income tax is made by the Company.

Accounting standards provide detailed guidance for financial statement recognition, measurement, and disclosure of uncertain tax positions recognized in an entity's financial statements. These standards require an entity to recognize the financial statement impact of a tax position when it is more likely than not that the position will not be sustained upon examination. As of December 31, 2023, management believes that the Company has no uncertain tax positions that qualify for either recognition or disclosure in the financial statements. The Company recognizes interest and penalties, if any, related to unrecognized tax benefits in interest expense. 2022 is the initial year the sole member included the Company's taxable income or loss on its income tax return. Tax years ended December 31, 2022 and later remain subject to examination by the taxing authorities.

Note 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

l. Advertising and Marketing Costs

Advertising and marketing costs are charged to operations in the period incurred. For the year ended December 31, 2023 and the period from March 22, 2022 (inception) through December 31, 2022, advertising and marketing costs totaled $384,671 and $114,271, respectively.

m. New Accounting Standards

Current Expected Credit Losses

In June 2016, the FASB issued ASU No. 2016-13, "*Financial Instruments - Credit Losses*" (Topic 326) and has since modified the standard with several ASUs (collectively, the "new credit loss standard"). The new credit loss standard requires a financial asset (or a group of financial assets) measured at amortized cost basis to be presented at the net amount expected to be collected. The measurement of expected credit losses is based on relevant information about past events, including historical experience, current conditions and reasonable and supportable forecasts that affect the collectability of the reported amount. As of January 1, 2023, the Company has adopted this standard, and it was applied prospectively after this date.

n. Reclassification

Certain amounts in the 2022 financial statements have been reclassified to conform to the 2023 financial statement presentation.

o. Subsequent Events

Management evaluates events subsequent to the date of the financial statements in determining the accounting for and disclosure of transactions and events that effect the financial statements. Subsequent events have been evaluated through June 10, 2024, which is the date the financial statements were available to be issued.

Note 3 - CONCENTRATIONS OF CREDIT RISK

The Company maintains its cash balances in various financial institutions where the accounts are insured by Federal Deposit Insurance Corporation up to $250,000 per bank for bank accounts. There were no cash balances in excess of the federally insured limits as of December 31, 2023.

Note 4 - ACCOUNTS RECEIVABLE

An aged analysis of the franchise fees and royalty fees receivable as of December 31, 2023 and 2022 are as follows:

	2023	2022
Current	$ 61,048	$ 25,405
Over 90 days	-	-
Totals	$ 61,048	$ 25,405

Note 5 - FRANCHISE AGREEMENTS

As of December 31, 2023 and 2022, franchise agreements consists of the following:

	2023	2022
Franchise agreements	$ 1,108,300	$ 1,108,300
Less accumulated amortization	(248,554)	(90,226)
Totals	$ 859,746	$ 1,018,074

Amortization expense for the year ended December 31, 2023 and for the period from March 22, 2022 (inception) through December 31, 2022 was $158,328 and $90,226, respectively.

Future amortization consists of the following:

Year ending December 31,	
2024	$158,328
2025	158,328
2026	158,328
2027	158,328
2028	158,328
Thereafter	68,106
Total	$859,746

Note 6 - LEASES

On September 1,2023, the Company entered into a long-term lease agreement for office space. Lease expense is included in administrative expenses on the Statement of Operations. This lease has monthly payments of $3,500 with a maturity date of January 31, 2025.

The Company has recognized a right-of-use asset for operating leases, and a corresponding operating lease liability that represents the present value of their obligation to make payments of the lease term. The Company utilized the Federal risk-free rate as the discount rate.

Leases reported under FASB ASC 842 for the year ended December 31, 2023 are as follows:

Operating lease cost	$ 14,000
Operating Leases	
Operating lease right-of-use assets	$ 44,109
Operating lease obligation	$ 44,109
Weighted-Average Information	
Weighted average lease term	1.1 years
Weighted average discount rate	5.4%

Future minimum lease payments under operating leases for the year ended December 31, 2023 are as follows:

Year Ending October 31,	
2024	$ 42,000
2025	3,500
Total lease payments	45,500
Less interest	(1,391)
Present value of lease liability	$ 44,109

Note 7 - RELATED PARTY TRANSACTIONS

The following is a summary of related-party transactions and balances for the year ended December 31, 2023 and for the period from March 22, 2022 (inception) through December 31, 2022.

The due to affiliate's total of $172,071 and $126,465 as of December 31, 2023 and 2022, relates to software support provided by related entities and credit card expenditures for related entities. Under the terms of the Company's franchise agreements, franchisees must subcontract software installation and maintenance services.

On June 6, 2022, the Company entered into a contract with a related party for management services. The contract calls for payments of $12,500 per month through December 31, 2023. The Company paid $136,500 and $75,000 for the year ended December 31, 2023 and the period from March 22, 2022 (inception) through December 31, 2022, respectively. There were no amounts due under this agreement as of December 31, 2023 and 2022. Future management fee payments will be based on a percentage of franchise sales.

Note 8 - COMMITMENTS

The Company entered into an employment agreement with a key executive. The Company paid $125,280 and $47,329 under this agreement during the year ended December 31, 2023 and the period from March 22, 2022 (inception) through December 31, 2022, respectively. The Company has a commitment of $78,125 under this agreement through June 30, 2024.

Note 9 - RISKS AND UNCERTAINTIES

The Company is a franchisor subject to federal and state regulation and supervision, primarily by the Federal Trade Commission (FTC). Regulation from the FTC and other federal and state regulatory authorities covers all aspects of the organization, management, and operations. The Company continually evaluates the rules to determine the extent of the impact on Company operations. Regulatory enforcement could adversely affect the business, financial condition and results of operations.

Note 10 - SUPPLEMENTAL CASH FLOW

Supplemental cash flow information as of December 31, 2022 is as follows:

Assets Contributed and Obligations Assumed:	
Initial Transaction	
Assets	
Franchise agreements, net	$ 1,108,300
Deferred franchise costs	429,348
Total assets	1,537,648
Liabilities	
Commissions payable	138,750
Deposits and other	10,000
Deferred revenue:	
Franchise fees	1,618,374
Training fees	71,042
Total liabilities	1,838,166
Net Obligations Assumed Upon Initial Transaction	$ (300,518)
Supplemental Lease Cash Flow Disclosures	
Operating lease right-of-use assets obtained in exchange for new operating lease obligations	$ 57,174

Note 11 - SUBSEQUENT EVENTS

On March 25, 2024, the former CEO of Holdings filed suit against Holdings and others alleging that his employment as CEO had been wrongfully terminated and that he had been wrongfully removed from Holdings' Board of Managers, which allegedly constitutes a breach of Holdings' Operating Agreement and a breach of fiduciary duty, among other claims. A hearing for the plaintiffs' petition for preliminary injunction is scheduled. As the litigation is still in its early stages no assessment of the potential outcome or estimated potential losses are available. The parties are engaged in ongoing discussions regarding a possible settlement.

Note 11 - SUBSEQUENT EVENTS (Continued)

On June 22, 2023, a Franchisee sent the Company a notice of claims alleging that the Company made improper financial performance representations. For the purpose of avoiding arbitration and further expenses associated with any such arbitration the Company and the Franchisee entered into a settlement agreement on April 18, 2024 with an effective date of February 23, 2024. The settlement agreement calls for the Franchisee to continue operating the two opened stores for a period of six months from the date of the agreement and cancels the remaining eight previously purchased franchises. The settlement agreement also calls for the Company to pay the remaining six monthly rental payments of $8,400 per month for one franchise location, waives all royalty and marketing fees of the two opened franchises for the twelve months from the effective date, and requires refund of previously received franchise fees if any new stores are opened in the Franchisee's franchise area at the lesser of $12,500 or 25% of the new store franchise fee up to a maximum of $62,500. The Company also agreed to assist the Franchisee in seeking a sale of the franchises and has a purchase option of $50,000 for six months from the effective date. The Franchisee also has the option to continue to operate the franchises after the completion of this settlement.

EXHIBIT "I"

TO DISCLOSURE DOCUMENT

OTHER AGREEMENTS

EXHIBIT "I"-1

STATE ADDENDA

[See Attached]

STATE ADDENDA AND AGREEMENT RIDERS

ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS,

AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR

Main Squeeze Juice Franchising, LLC

BACKGROUND AND PURPOSE

The following modifications are made to the Main Squeeze Franchise Disclosure Document ("FDD" or "Disclosure Document") issued by Main Squeeze Juice Franchising, LLC ("we" or "us" or "franchisor") to franchisee ("you" or "franchisee") and may supersede, to the extent required by applicable state law, certain portions of the Franchise Agreement between you and us dated _____, 202__ (the "Franchise Agreement"). When the term "Supplemental Agreements" is used, it means any area development agreement, area representative agreement, master franchise agreement, or similar agreement entered into between us and you, if applicable.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement, Supplemental Agreements and other documents related to the sale of a franchise. This State-Specific Addendum ("State Addendum") will modify these agreements to comply with the applicable state's laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum (but only the State Addendum for the applicable State) will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements. If you sign this State Addendum, only the terms applicable to the state or states whose franchise laws apply to your transaction will govern. If you sign this State Addendum, but none of the state franchise laws listed above applies because their jurisdictional requirements have not been met, then this State Addendum will be void and inapplicable to you.

CALIFORNIA

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation.

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the Disclosure Document.
2. 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.
3. Neither the franchisor nor any person or franchise broker in Item 2 of the FDD 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.
4. The earnings claims figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees listed in the Disclosure Document may be one source of this information.
5. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a Franchise Agreement or Supplemental Agreement restricting venue to a forum outside the State of California.
6. The Franchise Agreement and Supplemental Agreements require application of the laws of Delaware. In accordance with Section 310.114.1, this provision may not be enforceable under California law.
7. The Franchise Agreement and Supplemental Agreements may provide for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).
8. The Franchise Agreement and Supplemental Agreements contain a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.
9. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.
10. In California, default interest is limited to 10% per annum.
11. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Supplemental Agreements contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.
12. You must sign a general release of claims 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). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).
13. OUR WEBSITE (www.www.mainsqueezejuiceco.com) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT https://dfpi.ca.gov/.
14. For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue

stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

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 (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) 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 with the franchise.

16. Any provision of a franchise agreement, franchise disclosure document, acknowledgment, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

    (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.

    (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.

    (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.

    (d) Violations of any provision of this division.

HAWAII

1. The following is added to the Cover Page:

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

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

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

2. Our registered agent in the state authorized to receive service of process:

   Commissioner of Securities of the State of Hawaii
   Department of Commerce and Consumer Affairs
   Business Registration Division
   335 Merchant Street, Room 203
   Honolulu, Hawaii 96813

3. The states in which this filing is effective are listed on the Exhibit to the FDD titled "State Effective Dates".

4. The states in which this filing is or will be shortly on file include the following: _____.

5. The states, if any, which have refused, by order or otherwise, to register these franchises include the following: _____.

6. The states, if any, which have revoked or suspended the right to offer these franchises include the following: _____.

7. The states, if any, in which the filing of these franchises has been withdrawn include the following: _____.

8. 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 (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) 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.

ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Disclosure Document and the Franchise Agreement and Supplemental Agreements are amended as follows:

1. Illinois law shall apply to and govern the Franchise Agreement and Supplemental Agreements.
2. In accordance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise Agreement and Supplemental Agreements that designated jurisdiction and venue in a forum outside of the State of Illinoi is void.
3. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. 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.
5. The Franchise Agreement and Supplemental Agreements are amended to state the following:

   To the extent that any provision in the Illinois State Addendum is inconsistent with any provision in this Agreement, the provision in the Illinois State Addendum shall control.

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 (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) 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.

INDIANA

In recognition of the requirements of the Indiana Franchise Disclosure Law, IC 23-2-2-2.5, the Franchise Agreement and Supplemental Agreements are amended as follows:

1. The laws of the State of Indiana supersede any provisions of the Disclosure Document, Franchise Agreement and Supplemental Agreements if such provisions are in conflict with Indiana law.

2. The Franchise Agreement and Supplemental Agreements are amended to provide that such agreements will be construed in accordance with the laws of the State of Indiana.

3. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires the franchisee to agree to jurisdiction or venue, in a forum outside of Indiana, is deleted from any Franchise Agreement and Supplemental Agreement issued in the State of Indiana.

4. The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as material breach of the Franchise Agreement or Supplemental Agreement (as applicable), shall supersede the provisions of the Franchise Agreement or Supplemental Agreement (as applicable) in the State of Indiana to the extent they may be inconsistent with such prohibition.

5. Termination penalties are prohibited by law in the State of Indiana. Therefore, the Disclosure Document, the Franchise Agreement and Supplemental Agreements are amended to delete all references to any fees or other financial obligations that constitute termination penalties under Indiana law.

6. No release language set forth in the Disclosure Document or Franchise Agreement or Supplemental Agreement shall relieve franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana. Any provision in the Franchise Agreement or Supplemental Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such 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 (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law (the "Maryland Franchise Law"), the Disclosure Document is amended as follows:

1. Item 17 of the Disclosure Document is amended to add the following:

    a. The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply any liability under the Maryland Franchise Registration and Disclosure Law.

    b. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

    c. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

    d. In the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.

    e. The Franchise Agreement and Supplemental Agreements provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

2. The Franchise Disclosure Questionnaire, which is attached as an Exhibit to the Disclosure Document, is amended as follows:

    All representations requiring prospective franchisees to assent to the release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

    In recognition of the requirements of the Maryland Franchise Law, the Franchise Agreement and Supplemental Agreements are amended to add the following:

3. Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise.

4. Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.

5. You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Law.

6. The Franchise Questionnaire that you completed in connection with your application for the franchise requires you, as a prospective franchisee, to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Law as a condition to your purchase of the franchise. Any such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Law.

7. Any acknowledgements or representations by you that disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Law.

8. Nothing in the Franchise Agreement, Supplemental Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

9. 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 (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) 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.

MICHIGAN

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

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

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

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

(l) 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.

(m) 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.

(n) 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.

(o) 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.

(p) 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:

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

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

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

(viii) 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.

(q) 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).

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

MINNESOTA

In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et. seq., the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. Minnesota Rule 2860.4400(D) prohibits us from requiring you to assent to a general release.
2. With respect to franchises governed by Minnesota law, the franchiser will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases):
   (a) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement; and
   (b) that consent to the transfer of the franchise will not be unreasonably withheld.
3. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchiser will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.
4. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
5. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.
6. The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5.
7. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.
8. 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 (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) 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 with the franchise.

NEW YORK

In recognition of the requirements of the General Business Laws of the State of New York, Article 33, §§680 through 695, the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

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

   INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN 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 ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

   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 that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations..

   C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years 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 a franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

   However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the nonwaiver 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 a franchisee":

   You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," 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 the franchisee by Article 33 of the General Business Law of the State of New York.

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

7. Receipts - Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the 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.

NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law (the "North Dakota Franchise Law"), the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. Covenants not to compete are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Law. Item 17(r) of the Disclosure Document and certain provisions in the Franchise Agreement and Supplemental Agreements include certain covenants restricting competition to which you must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statue, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Law. The Disclosure Document, Franchise Agreement and Supplemental Agreements are amended accordingly to the extent required by law.
2. Provisions requiring arbitration or mediation to be held at a location that is remote from the site of the franchisee's business are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, the parties must agree on the site where arbitration or mediation will be held.
3. Provisions requiring jurisdiction in a state other than North Dakota are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.
4. Provisions requiring that agreements be governed by the laws of a state other than North Dakota are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.
5. Provisions requiring your consent to liquidated or termination damages are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.
6. Provisions requiring you to sign a general release upon renewal of the franchise agreement have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
7. Provisions requiring you to pay all costs and expenses incurred by us in enforcing the franchise agreement have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, any such provision is modified to read that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.
8. Provisions requiring you to consent to a waiver of trial by jury have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
9. Provisions requiring you to consent to a limitation of claims within one year have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, any such provision is modified to read that the statute of limitations under North Dakota Law will apply.
10. Provisions requiring you to consent to a waiver of exemplary and punitive damages have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Invest Law.
11. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) 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.

RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act (the "Rhode Island Franchise Law"), the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. We will not require that you prospectively assent to a waiver, condition, stipulation, or provision that purports to relieve any person from liability imposed by the Rhode Island Franchise Law. This provision does not apply to the settlement of disputes, claims, or civil lawsuits brought under the Rhode Island Franchise Law.

2. Section 19-28.1-14 of the Rhode Island Franchise Law provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." If a claim is enforceable under the Rhode Island Franchise Law, we will not restrict jurisdiction or venue to a forum outside the State of Rhode Island or require the application of the laws of another state.

3. We will not prohibit you from joining a trade association or association of franchisees. We will not retaliate against you for engaging in these activities.

4. Any provision in the Franchise Agreement that limits the time period in which you may assert a legal claim against us under the Rhode Island Franchise Law is amended to provide for a four (4) year statute of limitations for purposes of bringing a claim arising under the Rhode Island Franchise Law. Notwithstanding the foregoing, if a rescission offer has been approved by the Rhode Island director of business registration, then the statute of limitations is ninety (90) days after your receipt of the rescission offer.

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 (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) 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.

VIRGINIA

In recognition of the requirements of the Virginia Retail Franchising Act, the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. Item 17 of the Disclosure Document is amended to add the following:

   Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement or Supplemental Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

   Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee/area developer to surrender any right given to him under the applicable agreement.

2. If any provision of the Franchise Agreement or any Supplemental Agreement involves the use of undue influence by the franchisor to induce a franchisee/area developer to surrender any rights given to him under the applicable agreement, that provision may not be enforceable.

3. We will not require that you prospectively assent to a waiver, condition, stipulation, or provision that purports to relieve any person from liability imposed by the Virginia Retail Franchising Act.

4. Any provision in the Franchise Agreement or Supplemental Agreement that limits the time period in which you may assert a legal claim against us under the Virginia Retail Franchising Act is amended to provide for a four (4) year statute of limitations for purposes of bringing a claim arising under the Virginia Retail Franchising Act.

5. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it shall be unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement or Supplemental Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

6. Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

7. Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act, it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

8. 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 (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, 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, 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. **Nonsolicitation 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 Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
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 parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

_____	_____
Signature of Franchisor Representative	Signature of Franchisee Representative
_____	_____
Title of Franchisor Representative	Title of Franchisee Representative

WISCONSIN

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

(Signatures on following page)

APPLICABLE ADDENDA

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

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

Dated: _____, 202____

FRANCHISOR:

Main Squeeze Juice Franchising, LLC

By: _____

Title: _____

FRANCHISEE:

_____

By: _____

Title: _____

EXHIBIT "I"-2

FRANCHISEE DISCLOSURE QUESTIONNAIRE

[See Attached]

MAY NOT BE SIGNED OR USED IF FRANCHISEE RESIDES WITHIN, OR THE FRANCHISED BUSINESS WILL BE LOCATED WITHIN, A FRANCHISE REGISTRATION STATE[1]

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know Main Squeeze Juice Franchising, LLC ("we" or "us), and you are preparing to enter into a Franchise Agreement for the operation of a Main Squeeze franchise. We require that you complete this Questionnaire (a) so that we can determine whether our franchise sales team followed proper sales procedures and (b) to provide us with reasonable assurance that, prior to signing the Franchise Agreement, you have had an adequate opportunity to review the Franchise Disclosure Document and its attachments, consult with legal and/or business advisors of your choosing, and ask us questions about any disclosures or terms that you do not understand. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question.

Yes__ No__ l. Have you received from us and personally reviewed the Franchise Agreement and, if applicable, Area Development Agreement ("ADA"), together with all attachments to those agreements?

[If you answer "no," please explain in Explanation Section]

Yes__ No__ 2. Have you received from us and personally reviewed a Franchise Disclosure Document ("FDD")?

[If you answer "no," please explain in Explanation Section]

Yes__ No__ 3. Did you sign a receipt for the FDD indicating the date you received it?

Yes__ No__ 4. Do you understand all the information contained in the FDD, Franchise Agreement and ADA (if applicable)?

[If you answer "no," please identify any information you don't understand in Explanation Section]

Yes__ No__ 5. Did you receive the FDD at least 14 calendar days before signing any agreement relating to the franchise (other than an NDA) or paying any money?

Yes__ No__ 6. Did you receive a complete execution copy of the Franchise Agreement at least seven (7) calendar days before you signed it?

Yes__ No__ 7. Have you reviewed the FDD, Franchise Agreement and ADA (if applicable) with a lawyer, accountant or other professional advisor?

Yes__ No__ 8. Have you discussed the benefits and risks of developing and operating a Main Squeeze franchise with an existing Main Squeeze franchisee?

Yes__ No__ 9. Do you understand the risks of developing and operating a Main Squeeze franchise?

Yes__ No__ 10. Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs and other relevant factors?

Yes__ No__ 11. Do you understand that the Franchise Agreement, ADA (if applicable) and the attachments to those agreements contain the entire agreement between us and you concerning the franchise for the Main Squeeze franchise, meaning any prior oral or written statements not set out in the Franchise Agreement, ADA or the attachments will not be binding?

[1] Registration states include California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

Yes__ No__ 12. Did any of our employees or representatives, or any person speaking on our behalf, make any statement or promise regarding the costs involved in operating a Main Squeeze franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

[If you answer "yes," please describe the statement or promise in Explanation Section]

Yes__ No__ 13. Did any of our employees or representatives, or any person speaking on our behalf, make any statement or promise regarding the training, assistance or support that will be provided to you that is not contained in the FDD or that is contrary to, or different from, the information in the FDD?

[If you answer "yes," please describe the statement or promise in Explanation Section]

Yes__ No__ 14. Did any of our employees or representatives, or any person speaking on our behalf, make any statement or promise regarding the actual, average, projected or hypothetical profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Main Squeeze business may generate, other than any information included in Item 19 of the FDD?

[If you answer "yes," please describe the statement or promise in Explanation Section]

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

_____	_____
Signature of Franchise Applicant	Signature of Franchise Applicant
_____	_____
Name (please print)	Name (please print)
Dated _____	Dated _____
_____	_____
Signature of Franchise Applicant	Signature of Franchise Applicant
_____	_____
Name (please print)	Name (please print)
Dated _____	Dated _____

EXPLANATION SECTION

Please include any explanations below and refer to the applicable question number.

_____

_____

_____

_____

_____

_____

EXHIBIT "I"-3

GENERAL RELEASE

[See Attached]

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (this "Agreement") is made as of _____, 202__ (the "Effective Date") by _____, a(n) _____ ("you") and each individual holding a direct or indirect ownership interest in you (collectively "Owner") in favor of Main Squeeze Juice Franchising, LLC, a Delaware limited liability company ("us," and together with you and Owner, the "Parties").

Background

A. We signed a Franchise Agreement with you, dated _____, 202____ (the "Franchise Agreement") pursuant to which we granted you the right to own and operate a MAIN SQUEEZE JUICE CO.® Store.

B. You have notified us of your desire to [transfer the Franchise Agreement and all rights related thereto, or an ownership interest in the franchisee entity, to a transferee,] [enter into a successor franchise agreement] and we have [consented to such transfer] [agreed to enter into a successor franchise agreement].

C. As a condition to [our consent to the transfer] [your ability to enter into a successor franchise agreement], you and Owner have agreed to execute this Agreement upon the terms and conditions stated below.

D. In consideration of our [consent to the transfer] [entering into a successor franchise agreement], and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, you and Owner hereby agree as set forth below.

Agreement

1. Release. You, Owner and each of your officers, directors, employees, representatives, affiliates, successors and assigns ("Franchisee Parties") hereby release, acquit and forever discharge us, our affiliates, and our (and our affiliates') past and present owners, officers, directors, employees, representatives, successors and assigns ("Franchisor Parties") from all claims, liabilities, damages, expenses, actions or causes of action that any Franchisee Party may now have or ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, directly or indirectly arising out of or relating to the: (a) execution, performance or breach of the Franchise Agreement; or (b) offer, sale or acceptance of franchise related thereto, including any disclosures or representations made in connection therewith. This release does not apply to any obligations contained in this Agreement.

   (a) California Law. You and Owner hereby express your intention to release all existing claims, whether known or unknown, against the Franchisor Parties. Accordingly, you and Owner hereby waive §1542 of the California Civil Code, which provides the following:

   > "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

   [Clause (a) only applies for California franchisees; otherwise it is omitted]

   (b) Washington Franchise Law. This release does not apply to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.

   [Clause (b) only applies for Washington franchisees; otherwise it is omitted]

2. Nondisparagement. Franchisee Parties agree not to: (a) disparage, or make false statements or negative comments regarding, a Franchisor Party; or (b) make any other statements to third parties intending to damage a Franchisor Party's business or reputation. The restrictions in this Section: (a) apply to all methods of communications, including online statements and social media posts; and (b) prohibit a Franchisee Party from indirectly violating this Section by influencing or encouraging a third party to engage in activities that would violate this Section if done by a Franchisee Party.

3. Representations and Warranties. You and Owner each represent and warrant that: (a) [Insert franchisee entity name] is duly authorized to execute this Agreement and perform its obligations hereunder; (b) neither you nor Owner has assigned or transferred, either voluntarily or by operation of law, any rights or claims against any Franchisor Party or any rights, claims or obligations being terminated or released hereunder; (c) you and Owner have not and shall not (i) institute or cause to be instituted against any Franchisor Party a legal

proceeding of any kind, including filing a claim or complaint with a state or federal court or regulatory agency, alleging a violation of any law or public policy or (ii) make any statements prohibited by §2; and (d) the persons identified as Owner on the signature page collectively own 100% of the legal and beneficial ownership interests in [Insert franchisee entity name].

4. Communications with Governmental Authorities. Nothing in this Agreement shall restrict or be deemed to preclude you from disclosing truthful information to governmental authorities in response to any request for information you receive from them.

5. Miscellaneous.

   (a) The Parties agree that each has read and fully understands this Agreement and that the opportunity has been afforded to each Party to discuss the terms and contents of said Agreement with legal counsel and/or that such a discussion with legal counsel has occurred.

   (b) This Agreement is governed by the laws of the State of Arizona.

   (c) If either Party must institute legal action to enforce this Agreement, the prevailing Party is entitled to recover all of its reasonable costs and attorneys' fees from the non-prevailing Party.

   (d) This Agreement is binding on, and inures to the benefit of, the Parties and their respective executors, administrators, heirs, assigns and successors in interest.

   (e) This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof. This Agreement may not be modified except in a writing signed by both Parties.

   (f) Each section of this Agreement (and portion thereof) is severable. If any section (or portion thereof) is unenforceable, it shall not affect the enforceability of any other section (or portion thereof).

   (g) The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the transactions contemplated hereby.

   (h) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

FRANCHISEE:

[_____]

By:_____
Name:_____
Title:_____

FRANCHISE OWNERS:

_____
Name:_____

_____
Name:_____

EXHIBIT "J"

TO DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

State Effective Dates

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

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

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT "K"

TO DISCLOSURE DOCUMENT

RECEIPTS

[See Attached]

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Main Squeeze Juice Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

If Main Squeeze Juice Franchising, LLC does not deliver this Disclosure Document on time, or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in EXHIBIT "A" to this Disclosure Document.

The franchise seller(s) involved with the sale of this franchise is/are:

____ Jennifer Dodd; 16220 N. Scottsdale Road, Suite 300, Scottsdale, AZ 85254; (504) 214-8700

____ Lauren Wanamaker; 16220 N. Scottsdale Road, Suite 300, Scottsdale, AZ 85254; (303) 921-1155

____ Don Gatzemeier; 19304 N. 62nd Ave., Glendale, Arizona 85308; (602) 663-2049

____ _____

Issuance Date: June 5, 2026

Main Squeeze Juice Franchising, LLC's agent to receive service of process is listed in EXHIBIT "B" to this Disclosure Document.

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

EXHIBIT "A"	State Administrators and Agents for Service of Process
EXHIBIT "B"	Agent for Service of Process
EXHIBIT "C"	Franchise Agreement
EXHIBIT "D"	Area Development Agreement
EXHIBIT "E"	Table of Contents of the confidential Brand Standards Manual
EXHIBIT "F"	List of Franchisees
EXHIBIT "G"	List of Area Representatives
EXHIBIT "H"	Financial Statements of Main Squeeze Juice Franchising, LLC
EXHIBIT "I"	Other Agreements
EXHIBIT "I"-1	State Addenda
EXHIBIT "I"-2	Franchisee Disclosure Questionnaire
EXHIBIT "I"-3	General Release
EXHIBIT "J"	State Effective Dates
EXHIBIT "K"	Receipts

_____
Print Name

_____ _____
Date (Signature) Prospective Franchise Owner

_____

(This Receipt should be executed in duplicate via DocuSign. One Receipt must be signed and remains in the Franchise Disclosure Document as the prospective franchise owner's copy. The other Receipt must be signed and returned to Main Squeeze Juice Franchising, LLC)

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language.

Read this Disclosure Document and all agreements carefully. If Main Squeeze Juice Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

If Main Squeeze Juice Franchising, LLC does not deliver this Disclosure Document on time, or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in EXHIBIT "A" to this Disclosure Document.

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