FRANCHISE DISCLOSURE DOCUMENT

MANCAVE FRANCHISING, LLC
A Florida limited liability company
950 Peninsula Corporate Circle, Suite 1020
Boca Raton, Florida 33487
Telephone: 561-789-5153
Email: info@mancaveformen.com
www.mancavefranchise.com

You will operate a men's salon that features barber services, massage, nail care and related services.

The total investment necessary to begin operation of a ManCave for Men franchise ranges from $229,500 - $338,000. This includes $45,000 that must be paid to the franchisor.

The total investment necessary to begin the operation of a ManCave for Men multi-unit development business ranges from $274,500 - $383,000, for a minimum of 3 ManCave for Men outlets to be developed. This includes $90,000 that must be paid to the franchisor or an affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive the 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.**

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. 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 15, 2025

How to Use this Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Exhibit F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only ManCave for Men 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 ManCave for Men 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 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:

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

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

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

MANCAVE FRANCHISING, LLC
Franchise Disclosure Document

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ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, the terms "Franchisor," or "we" or "us" means ManCave Franchising, LLC, the Franchisor. The terms "we," "us" and "Franchisor" do not include you, the "Franchisee". We refer to the purchaser(s) of a ManCave for Men franchise, as "you," "your" or "Franchisee," whether an individual, a partnership, corporation, or limited liability company. If you are a corporation, partnership or other entity, our Franchise Agreement also will apply to your owners, officers and directors. If you are married and your spouse is not a partner in the franchise business, certain provisions of our Franchise Agreement will also apply to that spouse.

We were formed as a limited liability company in the State of Florida on January 29, 2016. Our principal business address is 950 Peninsula Corporate Circle, Suite 1020, Boca Raton, Florida, 33487. We do business under our company name, "ManCave for Men" and its associated design (the "Marks"). We do not own or operate any businesses of the type you will be operating. We have not offered franchises in any other line of business. We only offer franchises which operate under the "ManCave for Men" Marks. We began offering franchises in 2018.

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

Our Parents, Predecessors and Affiliates

We have no parent company or predecessor.

We have an affiliated company, Interiors of America, LLC, a Florida limited liability company with a principal place of business at 950 Peninsula Corporate Circle, Suite 1020, Boca Raton, Florida, 33487. Interiors of America, LLC, is a supplier of construction services to our franchisees and to unrelated third parties. Interiors of America, LLC has not previously offered franchises in this or any other line of business.

We have operated, through affiliates, men's salons in Florida, using the trade name "ManCave for Men", since 2011. We may operate other ManCave for Men concepts, including additional ManCave for Men outlets, or other salon or beauty concepts in the future.

The Franchise Offered:

We grant franchises for the right to own and operate a single ManCave for Men salon, which offers to men a spa experience in a barbershop. Services included: haircuts, shaves, nail care, massage, facials, and waxing. You will offer services and products to individuals under the "ManCave for Men®" Marks, using our distinctive operating procedures and standards in a designated territory and from a single location (the "Franchised Business"). The distinguishing characteristics of a ManCave for Men Franchised Business include the ManCave for Men distinctive trade dress, service techniques, operations methods, inventory, procedures for management, training, advertising, and promotional programs, all of which may be changed, improved or further developed by us at any time (the "System").

Industry Specific Regulations:

You must comply with all best practices and environmental laws regarding the use, storage and disposal of hair gels, aerosols and products containing oils. You must comply with all best practices and health and sanitation laws, rules and regulations regarding the use, maintenance and cleaning of your work stations and tools.

All personnel who render hair care at your Franchised Business must have a current professional license – barber, cosmetologist, esthetician, massage therapist, etc.. You may be required to obtain an operating license for your Franchised Business outlet.

You must comply with all local, state and federal laws and regulations that apply to the operation of your ManCave for Men Franchised Business, including, among others, business operations, land use, insurance, discrimination, employment and workplace safety laws. Your advertising of the Franchised Business is regulated by the Federal Trade Commission. There may be federal, state and local laws which affect your Franchised Business in addition to those listed here.

You should investigate whether there are any state or local regulations or requirements that may apply in the geographic area in which you intend to conduct business. You should consider both their effect on your business and the cost of compliance. You are responsible for obtaining all licenses and permits which may be required for your business.

ITEM 2: BUSINESS EXPERIENCE

Chief Executive Officer: Emad Aovida

Emad Aovida is our Chief Executive Officer, a position he has held since our inception. Emad established the ManCave for Men concept in 2011 and has since worked exclusively developing the brand. Emad is the Chief Executive Officer of our affiliate ManCave for Men, LLC, based in Boca Raton, Florida, since its founding in April 2011. Emad is also the owner of our affiliate Interiors of America, LLC, based in Boca Raton, Florida, since June 2000.

Chief Financial Officer: Marlene Aovida

Marlene Aovida is our Chief Financial Officer, a position she has held since our inception. Marlene has also served as the Chief Financial Officer of our affiliate ManCave for Men, LLC, based in Boca Raton, Florida, since its founding in April 2011.

Vice President Franchise Development: Marcie Strahm

Marcie Strahm is out VP of Franchise Development, a position she has held since November 2024. Marcie has over 5 years of Franchise Development experience with her own company - GrowFran and over 30 years of business development experience working for Josephs College of Cosmetology (7 years) and The Berry Company (18 years).

ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

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

ITEM 5: INITIAL FEES

Initial Franchise Fee

We will charge you an initial franchise fee ("Initial Franchise Fee") when you sign the Franchise Agreement, which is included in this Disclosure Document in Exhibit B. The Initial Franchise Fee is Forty-five Thousand Dollars ($45,000.00). This payment is fully earned by us, and due in a lump sum payment when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable under any circumstance.

Development Fee

We will charge you a development fee ("Development Fee") when you sign the Multi-Unit Development Agreement, which is included in this Disclosure Document in Exhibit C.

The Development Fee is an amount equal to Ninety Thousand Dollars ($90,000) for a required minimum of three (3) ManCave for Men outlets you are to develop under the Multi-Unit Development Agreement, plus Twenty Five Thousand ($25,000) for each additional ManCave for Men outlet you agree to develop. The Development Fee is fully earned by us and due in lump sum when you sign the Multi-Unit Development Agreement. The Development Fee is not refundable under any circumstance.

Upon execution of the Multi-Unit Development Agreement, you also will sign a franchise agreement for your first ManCave for Men outlet. You will receive a $50,000 credit from the Development Fee as payment in full of the Initial Franchise Fee due under your first franchise agreement. Upon execution of a lease for each ManCave for Men outlet you develop, you are required to sign our then-current franchise agreement for the next ManCave for Men outlet you are to develop, in accordance with your development schedule. The then-current franchise agreement may have different fees, including higher royalties, than the franchise agreement included in this Disclosure Document in Exhibit B.

Upon signing each additional franchise agreement in your development schedule, you will receive a credit of $25,000 from the Development Fee as payment in full of the discounted Initial Franchise Fee due under the additional franchise agreement.

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Continuing Royalty Fee	5% of Gross Revenue	5th day of the calendar month for Gross Revenues of the prior calendar month	Payable to us. Royalties are waived for the first 6 months of operation. See footnote 1.
Required Minimum Expenditure for Local Marketing and Advertising	2% of Gross Revenue	Monthly	Payable to third parties. All advertising must be pre-approved by us. See footnote 2.

Type of Fee	Amount	Due Date	Remarks
Brand Fund Contribution	1% of Gross Revenue, subject to increase to no more than 2% of Gross Revenue	Monthly	Brand Fund Contributions are paid directly to the Brand Fund. These fees are waived for the first 6 months. See footnote 3.
Advertising Cooperative	Your share of actual cost of advertising	As determined by cooperative	No cooperatives have been established as of the date of this Disclosure Document. You are required to join an advertising cooperative if one is formed. Cooperatives will be comprised of all franchised ManCave for Men outlets in a designated geographic area. Any affiliate-owned outlets may participate in an advertising cooperative, in our sole discretion.
Late Charge	$100	As incurred	We may assess a late charge if you fail to pay us the Continuing Royalty Fee, Brand Fund Fee, Internal Systems Fee or if you fail to submit your Gross Revenue report when due.
Interest Charge	18% per annum from due date, or maximum allowed by law	As incurred	If you fail to pay us any amount when due, we may charge you interest on the unpaid balance until the payment is received.
Non-Sufficient Funds Fee	$30	As incurred	If your check is returned or an electronic funds transfer from your bank account is denied for insufficient funds, for each occurrence we may charge you a Non-Sufficient Funds Fee.
Transfer Fee – Franchise Agreement	50% of the then-current Initial Franchise Fee; however, for transfers to: (i)) an entity owned and controlled by the franchisee for convenience purposes or for transfers among owners that does not change management control, the transfer fee is $1,500 and	Before we approve the transfer	Payable to us. See Item 17

Type of Fee	Amount	Due Date	Remarks
	(ii) a spouse, parent or child upon death or permanent disability, the transfer fee is $3,500		
Transfer Fee – Multi-Unit Development Agreement	$10,000; however, for transfers: (i)) among owners that does not change management control, the transfer fee is $1,500 and (ii) to a spouse, parent or child upon death or permanent disability, the transfer fee is $3,500	Before we approve the transfer	Payable to us. See Item 17
Relocation Fee	$2,500	As incurred	This fee is due if we approve your request to relocate your ManCave for Men outlet.
Initial Training	No charge for up to 3 individuals. You pay all travel and other related expenses incurred by all trainees. The current fee to train additional personnel is $250 per person, per day	Travel and related expenses are due as incurred. Fees for training additional personnel are due prior to the commencement of training	See Item 11 for information about the initial training program.
Additional Training	Up to $2,500 for tuition per person annually. You pay all travel and other related expenses incurred by all trainees	As incurred.	See footnote 4.

Type of Fee	Amount	Due Date	Remarks
Remedial Training Fee	Our then-current per diem rate for each trainer, plus travel and other expenses. Our current per diem rate is $250	As incurred	We may impose this fee, payable to us, if you request additional training at your premises from time-to-time, or if you are operating below our standards and we require you to have additional training. You must also pay all costs of our trainer, which include but are not limited to, airfare, transportation, hotel and meals.
Interim Management Support Fee	Our then-current per diem rate for on-site management, plus expenses. Our current per diem rate is $250	As incurred	We may impose this fee (in addition to all regularly occurring fees such as the Continuing Royalty Fee and Brand Fund Contributions), payable to us, if we provide on-site or virtual management of your Franchised Business. See footnote 5.
Examination of Books and Records	Cost of examination plus related expenses	As incurred	We have the right under the Franchise Agreement to examine your books, records and tax returns. If an examination reveals that you have understated any Gross Revenue report by three percent (3%) or more, you must pay to us the cost of the audit and all travel and related expenses, in addition to repaying monies and interest owed.
Evaluation Fee of Unapproved Item or Supplier	Actual costs of inspection and/or testing	As incurred	Payable to us.
Exceptional Inspection Fee	$600, plus expenses	As incurred	This fee is payable to us if we conduct an inspection of your Franchised Business due to a substandard government report or customer complaint.
Critical Operations Standard Violation Fee	$500, plus $250 per week until the violation is resolved	As incurred	Payable to us.

Type of Fee	Amount	Due Date	Remarks
Quality Review Services	Actual costs	As incurred	Payable to third-party providers. See footnote 6.
Internal Systems Fee	Currently $0	As incurred	We reserve the right to impose a fee for new or improved technology for the benefit of the System and the Franchised Business, including but not limited to, assigned phone numbers and email addresses, a franchise portal, benchmarking platform or other operations or communications systems.
Accounting Services	Actual costs	As incurred	We reserve the right to require you to use an external accounting service if (i) you do not keep your books and records in accordance with our requirements or (ii) we determine that use of an external service by all franchisees is beneficial to the System.
Liquidated Damages	Up to 24 months of Royalty Fees and Brand Fund Contributions	Upon termination of the Franchise Agreement due to your default, in a lump sum	If your Franchise Agreement is terminated due to your default, you must pay us the average monthly Royalty Fee and Brand Fund Contribution payable by you for the 12 months prior to your default multiplied by the lesser of 24 months or the number of months remaining in the term of your Franchise Agreement.
Indemnification	Amount of loss or damages plus costs	As incurred	See footnote 7.
Reimbursement of Cost and Expenses for Non-compliance	Actual costs and expenses	As incurred	See footnote 8.

Type of Fee	Amount	Due Date	Remarks
Reimbursement of legal fees and expenses	Our legal costs to enforce your obligations	As Incurred	Payable to us.
Insurance Reimbursement	Amount paid by us for your insurance obligations, plus a 10% administrative fee and our legal fees, if any	As incurred	You must reimburse us for any insurance costs and other fees we incur due to your failure to meet the insurance obligations required by the Franchise Agreement.
Taxes	Amount of taxes	When incurred	You must reimburse us for any taxes that we must pay to any taxing authority on account of either the operation of your Franchised Business or payments that you make to us, including, but not limited to any sales taxes or income taxes imposed by any authority.

All fees and expenses described in this Item 6 are nonrefundable and are uniformly imposed. Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and you must pay them to us.

[1] "Gross Revenue" includes all sales of every kind and nature at or from your Franchised Business location or made pursuant to the rights granted to you by the Franchise Agreement. "Gross Revenue" does not include (i) any sales tax or similar taxes collected from customers and turned over to the governmental authority imposing the tax, (ii) properly documented refunds to customers, and (iii) properly documented promotional discounts (i.e. coupons) Gross Revenue does not include gift card purchases, at the time of purchase, but Gross Revenue does include the redemption amount of purchases made by gift card. If you do not report revenues for any week, then we will collect 125% of the last Continuing Royalty Fee collected and settle the balance the next period in which you report revenue. You are required to set up authorization at your bank to allow us to electronically transfer funds from your bank account to our bank account. Interest and late fees will apply to any late payments or electronic funds transfer requests denied due to insufficient funds.

[2] Upon request, you must furnish us with a quarterly report and documentation of local advertising expenditures during the previous calendar quarter. You may not use social media platforms, such as Facebook, Instagram, Twitter, X, YouTube, Threads, Tik Tok, blogs and other networking and sharing websites, unless you first receive our written approval to do so and such use is in strict accordance with our requirements.

[3] Brand Fund Contribution payments are due at the same time and in the same manner as Royalty Fees. You are required to set up authorization at your bank to allow the Brand Fund to electronically transfer funds from your bank account to the Brand Fund's bank account. Interest and late fees will apply to any late payments or electronic funds transfer requests denied due to insufficient funds.

[4] We may offer mandatory and/or optional additional training programs from time to time. If we require it, you must participate in additional training, including a national business meeting or annual convention, for up to ten (10) days per year, at a location we designate. We reserve the right to impose a reasonable fee for all additional training programs, including the national business meeting or annual convention. You are responsible for any and all incidental expenses incurred by you and your personnel in connection with additional training or attendance at Franchisor's national business meeting or annual convention, including, without limitation, costs of travel, lodging, meals and wages.

[5] In the event of your death or disability, your default of the Franchise Agreement, absence of a qualified general manager, or other reasons, in our sole discretion, we may provide interim on-site or virtual management of your Franchised Business.

[6] We may establish quality assurance programs conducted by third-party providers, such as, by way of example only, mystery shop programs and periodic quality audits, to monitor the operations of your Franchised Business. If we require it, you must subscribe and pay the fees for any such program.

[7] You must indemnify and hold us, our affiliates, and all of our respective officers, directors, agents and employees harmless from and against any and all claims, losses, costs, expenses, liability and damages arising directly or indirectly from, as a result of, or in connection with your business operations under the Franchise Agreement, as well as the costs, including attorneys' fees, of defending against them.

[8] If you fail to do so, in our sole discretion, we may correct any deficiency in the Franchised Business and/or your operation of the Franchised Business or take steps to modify, alter or de-identify the Franchised Location upon the termination or expiration of the Franchise Agreement. You will reimburse us for our costs and expenses incurred to correct any deficiency or to modify, alter or de-identify the Franchised Business location.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
(Single Unit)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee[1]	$45,000	Lump sum payment in cash or available funds.	Upon signing the Franchise Agreement.	Franchisor
Your Training Expenses[2]	$1,000 - $2,000	As required by suppliers	As required by suppliers.	Suppliers
Premises deposits[3]	$5,000 - $7,000	As required by landlord, utility providers	As required by landlord, utility providers	Landlord, Utilities providers
Leasehold Improvements, Construction and/or Remodeling[4]	$119,000 - $200,000	As required by supplier, contractor or landlord	Before opening, as required by supplier.	Suppliers, contractor and/or Landlord

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Furniture, Fixtures & Equipment	$25,000 - $30,000	As required by supplier	Before opening	Suppliers
Exterior & Interior Signage[5]	$3,000 - $3,500	As incurred	Before opening	Suppliers
Business Licenses and Permits	$500 - $1,000	As required by government agencies	Before opening, as required by government agencies	Government Agencies
Computer Systems[6]	$1,000 - $1,500	As required by suppliers	Before opening	Suppliers
Premises Rent Payments[7]	$4,500 - $6,500	As required by landlord	Monthly	Landlord
Initial Inventory and Supplies	$3,000 - $5,000	As required by suppliers	Before opening	Suppliers
Professional Fees[8]	$3,500 - $10,000	As required by providers	As incurred	Attorney, Accountant, Other Professional Service Providers
Grand Opening Advertising	$3,000 - $5,000	As required by supplier	As required by supplier	Suppliers and/or Us
Insurance[9]	$1,000 - $1,500	As required by insurer	Before opening	Insurer
Additional Funds – 3 months[10]	$15,000 - $20,000	As incurred	As arranged	Utility companies, advertising companies, employees, landlord, government agencies, and various suppliers as needed.
TOTAL	$229,500 - $338,000			

YOUR ESTIMATED INITIAL INVESTMENT
(Multi-Unit – 3 outlets)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Development Fee[1]	$90,000	Lump sum payment in cash or available funds.	Upon signing the Franchise Agreement.	Franchisor
Your Training Expenses[2]	$1,000 - $2,000	As required by suppliers	As required by suppliers.	Suppliers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Premises deposits[3]	$5,000 - $7,000	As required by landlord, utility providers	As required by landlord, utility providers	Landlord, Utilities providers
Leasehold Improvements, Construction and/or Remodeling[4]	$119,000 - $200,000	As required by supplier, contractor or landlord	Before opening, as required by supplier.	Suppliers, contractor and/or Landlord
Furniture, Fixtures & Equipment	$25,000 - $30,000	As required by supplier	Before opening	Suppliers
Exterior & Interior Signage[5]	$3,000 - $3,500	As incurred	Before opening	Suppliers
Business Licenses and Permits	$500 - $1,000	As required by government agencies	Before opening, as required by government agencies	Government Agencies
Computer Systems[6]	$1,000 - $1,500	As required by suppliers	Before opening	Suppliers
Premises Rent Payments[7]	$4,500 - $6,500	As required by landlord	Monthly	Landlord
Initial Inventory and Supplies	$3,000 - $5,000	As required by suppliers	Before opening	Suppliers
Professional Fees[8]	$3,500 - $10,000	As required by providers	As incurred	Attorney, Accountant, Other Professional Service Providers
Grand Opening Advertising	$3,000 - $5,000	As required by supplier	As required by supplier	Suppliers and/or Franchisor
Insurance[9]	$1,000 - $1,500	As required by insurer	Before opening	Insurer
Additional Funds – 3 months[10]	$15,000 - $20,000	As incurred	As arranged	Utility companies, advertising companies, employees, landlord, government agencies, and various suppliers as needed.
TOTAL	$279,500 - $342,000			

[1] Please see Item 5 for information on incentive programs that may offer a discount on the Initial Franchise Fee.

[2] The cost of the Initial Training Program for up to three (3) individuals is included in the Initial Franchise Fee. Your costs will depend on the number of people attending training. The duration of the training program is 3 days. This estimate is for transportation, lodging and meals for training participants. Typically, we do not conduct training at the corporate office. We typically conduct the initial training at your new location.

[3] This estimate includes a one (1) month deposit of rent for a 1,000 to 1,400 square foot commercial premises. Real estate costs vary widely from place to place. Rental rates may be more or less than this range depending on the location of your Franchised Business. You may also incur real estate broker fees, additional prepayments (e.g., first and./or last month's rent), advertising or promotional fund fees or other costs, depending on the terms of your lease. Pre-paid rent is generally non-refundable while security or other deposits may be refundable either in full or in part depending upon your lease or rental contract. Utility providers set the amounts of the utility deposits. A credit check may be required by the issuing utility company prior to the initiation of services, or a higher deposit required for first time customers. These costs will vary depending on the type of services required for the facility and the municipality or utility provider from which they are being contracted. The figures in the chart include deposits that may be refundable to you at a later time.

[4] This estimate is for the costs for improvements to your Franchised Business premises. The low end of the range assumes a retrofit of existing space that already has a suitable layout, restrooms and utilities, or includes a tenant improvement allowance from the landlord.

[5] This estimate is for the cost to produce and mount storefront signage on the exterior of the premises, as well as interior signage.

[6]We require you to purchase computer systems, software and applications meeting our minimum specifications for use at your Franchised Business. You must have Internet and other telecommunications equipment and services in accordance with our standards.

[7] This is an estimate of rent you will pay to the landlord while you make leasehold improvements before opening for business. You may negotiate with the landlord a delay in the rent commencement date until your build-out is complete.

[8] This is an estimate of your professional fees, including fees payable to third parties for preliminary plans and specifications relating to the design and layout of your ManCave for Men outlet, and other professional fees, such as legal fees in reviewing the franchise offering and lease agreement.

[9] Before you open for business, you must purchase and maintain at your sole cost and expense the insurance coverage that we specify. Insurance costs and requirements may vary widely in different localities. The estimate is for the first quarterly premium for required minimum insurance coverage. We reserve the right to require additional types of insurance and coverage as provided in the Franchise Agreement.

[9]This is an estimate of expected required expenses you may incur before operations begin and during the initial 3-month period of operation. This estimate reflects expenses for rent, utilities, internet service, initial payroll and payroll taxes, and software fees. We relied upon the experience of our affiliate-owned ManCave for Men outlets to compile the estimate of these additional funds. You should review these figures carefully with a business advisor before making any decision to invest in the franchise. These figures are estimates and we cannot guarantee that you will not have additional expenses starting your Franchised Business.

We do not offer financing for any part of the initial investment.

All fees and payments are non-refundable, unless otherwise stated or permitted by payee.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We have identified various suppliers, distributors and manufacturers of equipment, inventory, and services that your Franchised Business must use or provide that meet our standards and requirements. You must purchase all equipment, fixtures, inventory, supplies and services from our designated suppliers and contractors or in accordance with our specifications.

Our affiliate Interiors of America, LLC is an approved supplier of construction services. You may, but are not required, to use the services of our affiliate to perform your leasehold improvements.

Other than our affiliate Interiors of America, LLC, none of our officers own any interest in any other approved or designated supplier for any product, good or service that you are required to purchase for the operation of your Franchised Business.

Before you open for business, you must purchase and maintain at your sole cost and expense the insurance coverage that we specify. This includes comprehensive general liability insurance in the amount of at least $1,000,000 per occurrence and $2,000,000 aggregate and a minimum of $5,000 for medical expenses; property and casualty insurance to cover the full replacement value of your leasehold improvements, equipment, furniture, fixtures, and inventory; business interruption insurance in an amount necessary to satisfy your obligations under your franchise agreement for at least twelve (12) months; statutory worker's compensation insurance in the limits required by state law; employer liability insurance of $100,000 per accident; employment practices liability coverage in a minimum amount of $100,000 per occurrence; and comprehensive automobile liability insurance with a combined single limit of no less than $1,000,000 per occurrence. Each policy must be written by a responsible carrier or carriers acceptable to us, with an A.M. Best rating of not less than A-VII, and must name us and our respective officers, directors, partners, agents and employees as additional insured parties. Insurance costs and requirements may vary widely in different localities. We reserve the right to require additional types of insurance and coverage as provided in the Franchise Agreement.

We approve suppliers after careful review of the quality of the products they provide to us and you. If you would like us to consider another item or supplier, you must make such request in writing to us and have the supplier give us samples of its product or service and such other information that we may require. If the item and/or supplier meet our specifications, as we determine in our sole discretion, we will approve it as an additional item or supplier. We will make a good-faith effort to notify you whether we approve or disapprove of the proposed item or supplier within 30 days after we receive all required information to evaluate the product or service. If we do not approve any request within 30 days, it is deemed unapproved. We reserve the right to revoke approval of any item or supplier that does not continue to meet our then-current standards. Our criteria for approving items and suppliers are not available to you. If you request that we approve a proposed item or supplier, we reserve the right to charge an Evaluation Fee equal to our actual costs of inspection and testing.

We maintain written lists of approved items of equipment, fixtures, inventory and services (by brand name and/or by standards and specifications) and a list of designated suppliers and contractors for those items. We update these lists periodically and issue the updated lists to all franchisees.

In our recent fiscal year ending December 31, 2024, neither we nor any of our affiliates has received any revenue from franchisees' required purchases or leases. We and our affiliates have not received any other revenue, rebates, discounts or other material consideration from any other suppliers based on your required

purchases of products, supplies or equipment; however, we may do so in the future, and any rebates or discounts we receive may be kept by us in our sole discretion.

We estimate that your purchase or lease of products, supplies and services from approved suppliers (or those which meet our specifications) will represent approximately 70% of your costs to establish your Franchised Business and approximately 50% of your costs for ongoing operation.

Currently, there are no purchasing or distribution cooperatives. However, we can require that you make your purchases through a cooperative if one is formed.

From time to time, we may negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of all franchisees. As of the date of this Disclosure Document, we have not created any purchasing arrangements with suppliers.

We provide no material benefits (such as the grant of additional franchises) based on your use of designated sources; however, failure to use approved items or designated suppliers and contractors may be a default under the Franchise Agreement. Additionally, when there is any default under the Franchise Agreement, we reserve the right, in addition to other remedies available under the Franchise Agreement, to direct suppliers to withhold furnishing products and services to you.

ITEM 9: FRANCHISEE'S OBLIGATIONS

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

Obligation	Section or Article in Franchise Agreement	Section or Article in Multi-Unit Development Agreement	Item in Franchise Disclosure Document
a. Site Selection and Acquisition/Lease	8.1	Not Applicable	11
b. Pre-Opening Purchase/Leases	8.3, 10.5, 12.3.1	Not Applicable	7, 11
c. Site Development & other Pre-Opening Requirements	8.2, 8.3, 12.1.1, 12.1.3	Article 5	11
d. Initial and Ongoing Training	Article 7	Not Applicable	11
e. Opening	8.2.3, 8.3	Not Applicable	11

Obligation	Section or Article in Franchise Agreement	Section or Article in Multi-Unit Development Agreement	Item in Franchise Disclosure Document
f. Fees	5.1, 5.2.7, Article 6, 12.2.5, 12.3.7, 12.6, 12.7, 13.6.2, 15.6, 16.4, 18.1.4, 18.1.5, 18.1.8, 19.1.5	Article 4	5, 6, 7
g. Compliance with Standards and Policies/Operating Manual	Article 9, 12.1, 19.1.1	Not Applicable	8, 11
h. Trademarks and Proprietary Information	9.4, 12.1.8, Article 14, 19.2, 19.3, 19.4	Not Applicable	13, 14
i. Restrictions on Products/Services Offered	12.1.1, 12.1.5, 12.6	Not Applicable	8
j. Warranty and Customer Service Requirements	Not Applicable	Not Applicable	Not Applicable
k. Territorial Development and Sales Quotas	13.2	Article 5	12
l. Ongoing Product/Service Purchases	12.1.4, 12.3.5	Not Applicable	8
m. Maintenance, Appearance and Remodeling Requirements	Article 9, 12.1.2, 12.1.5, 12.1.9	Not Applicable	Item 11
n. Insurance	Article 15	Not Applicable	7
o. Advertising	12.1.9, Article 13	Not Applicable	6, 11
p. Indemnification	15.6, 16.3.6, 21.1	Article 9	14
q. Owner's Participation, Management, Staffing	11.1, 11.3, 12.1.6	Not Applicable	11, 15
r. Records /Reports	6.1.3, 12.2	Not Applicable	6

Obligation	Section or Article in Franchise Agreement	Section or Article in Multi-Unit Development Agreement	Item in Franchise Disclosure Document
s. Inspections and Audits	9.2, 12.1.7, 12.2.5	Not Applicable	6, 11
t. Transfer	Article 16	Article 6	17
u. Renewal	Article 5	Not Applicable	17
v. Post-Termination Obligations	Article 18	Section 7.4	17
w. Non-Competition Covenants	19.5	Article 8	17
x. Dispute Resolution	Article 20	Article 10	17
y. Spouse Guaranty	11.3, Attachment 6	Not Applicable	15

ITEM 10: FINANCING

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

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

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

1. Pre-Opening Obligations

Before you open your Franchised Business, we will:

a. provide you with site selection guidelines and approve the premises for your Franchised Business. Within ninety (90) days of signing the Franchise Agreement, you must submit a written request for approval to us describing the proposed location and providing other information about the site that we reasonably request. We will respond within thirty (30) days, either accepting or rejecting the proposed premises. We consider the following factors in approving a site: general location and neighborhood, distance from neighboring franchise territories, proximity to major roads and residential areas, traffic patterns, condition of premises, tenant mix, and demographic characteristics of the area. If you do not identify a site that meets our approval and sign a lease within one hundred twenty (120) days of signing the Franchise Agreement, we reserve the right to terminate the Franchise Agreement. We will not own and/or lease a site to you. You are responsible for negotiating a lease with the owner of a site we approve. We do offer a Commercial Broker to assist with site selection and lease negotiation. (Franchise Agreement, Sections 8.1.2, 8.1.3 10.1).

b. provide you with specifications for the layout, design, appearance, and signage for your ManCave for Men outlet, and approve, in our reasonable discretion, your architect and contractor(s). You, your architect, and your contractor are required to adapt our specifications for the construction of your premises and obtain permits. We do not adapt plans or obtain permits for you. (Franchise Agreement, Sections 8.2.1, 10.2).

c. loan to you the ManCave for Men Operations Manual, other manuals and training aids we designate for use in the operation of your ManCave for Men Franchise, as they may be revised from time to time. (Franchise Agreement, Section 10.3).

d. provide a written list of equipment, signage, supplies and products that will be required to open the Franchised Business. We and our affiliates are not obligated to install any of these items (Franchise Agreement, Section 10.5).

e. provide initial training at our headquarters and/or affiliate-owned outlet. We reserve the right to designate an alternative location for the initial training. We will determine, in our sole discretion, whether you satisfactorily complete the initial training. (Franchise Agreement, Sections 7.1, 7.2).

f. provide a trainer at your premises for on-site training, supervision and assistance for up to 2 days upon the opening of your Franchised Business. (Franchise Agreement, Section 7.3).

g. provide you with standards for training of your employees. We offer initial training to help you with hiring. Once you are trained, you will be responsible for hiring employees. We also assist with employee training, however, ultimately it is your responsibility. (Franchise Agreement, Section 12.1.6).

h. subject to applicable law, recommend minimum and maximum prices for products and services at your ManCave for Men outlet (Franchise Agreement, Section 12.5).

2. Time to Open

We estimate the typical length of time between the signing of the Franchise Agreement and the time you open your Franchised Business is 270 days. Factors that may affect this time period include your ability to acquire financing or permits, build out of your premises, have signs and equipment installed in your premises, and completion of required training. You must find a site that we approve within 120 days of signing the Franchise Agreement, and in all cases you must commence operations within 3 months after signing your lease. If you have not opened your Franchised Business within 3 months after signing your lease or 9 months after you sign the Franchise Agreement, whichever is earlier, you must obtain our consent to extend the time to open, which we may or may not grant, at our discretion. Failure to open your Franchised Business within the original time as extended, is a default of the Franchise Agreement. (Franchise Agreement, Sections 8.1, 8.3)

3. **Obligations After Opening**

During the operation of your franchise, we will:

a. schedule monthly meetings to review results and assist with identifying growth opportunities. We offer from time to time, in our discretion, mandatory or optional additional training programs. If we require it, you must attend mandatory additional training, including an annual business meeting or franchisee conference, for up to 10 days each year at a location we designate. Failure to attend mandatory additional training or an annual business meeting or conference is a default of the Franchise Agreement. We reserve the right to impose a reasonable fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference. You must also pay your transportation, lodging, meals

and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost, which includes tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs. (Franchise Agreement, Section 7.4).

b. upon your request, or as we determine to be appropriate, provide corrective on-site training and assistance at your premises. For any on-site remedial training, you must reimburse all costs for the services of our trainer, including but not limited to the trainer's then-current per diem fee and all travel-related expenses, such as transportation, meals and lodging. The current fee is $250 per trainer per day of on-site training (Franchise Agreement, Section 7.5).

c. upon your request, provide individualized assistance to you within reasonable limits by telephone, video conferencing, electronic mail or postage service, subject at all times to availability of our personnel and in reasonable limits (Franchise Agreement, Section 7.6).

d. from time to time, as may become available, provide you with samples or digital artwork, advertising and promotional materials (Franchise Agreement, Section 10.6).

e. conduct inspections of your Franchised Business, at the frequency and duration that we deem advisable. Such inspections include evaluating your service and premises to ensure that they meet our standards (Franchise Agreement, Section 10.4).

f. provide you with any written specifications for required equipment, products and services and updated lists of any approved suppliers of these items (Franchise Agreement, Section 10.7).

g. subject to applicable law, recommend minimum and maximum prices for products and services at your ManCave for Men outlet (Franchise Agreement, Section 12.5).

h. approve or disapprove of all advertising, direct mail, and other promotional material and campaigns you propose in writing to us. We will respond within 10 business days, either accepting or rejecting the proposed material and/or campaign; however, if we do not respond within 10 business days, the proposed material and/or campaign is deemed "disapproved". (Franchise Agreement, Section 13.6).

4. **Advertising**

We will conduct advertising and other brand development activities on behalf of the System through the System-wide Brand Fund, which is described below. We have no obligation to conduct any other advertising. Neither we nor the Brand Fund are required to spend any amount on advertising, promotion, public relations, merchandising or media in your territory or area where your Franchised Business is located.

Local Advertising (Franchise Agreement, Sections 13.2 and 13.6)

We require you to spend a minimum of Three Thousand Dollars ($3,000) in grand opening advertising and promotional activities at least 30 days prior to opening of your Franchised Business. You will conduct a grand opening campaign in accordance with plans approved by us. Following your grand opening campaign, you are required to spend at least 2% of your Gross Revenue per month on advertising for the Franchised Business in your territory. We must approve all advertising materials.

You may develop advertising materials for your own use at your own cost, and you may use marketing materials that we may offer to you from time to time. You may not use any advertising or marketing

materials, including press releases, unless they have been approved in advance in writing by us, which approval may be withheld in our discretion. We will respond to your request for approval within 10 business days; however, if we do not respond within 10 business days, the proposed advertising or marketing material is deemed "disapproved".

We do not provide for placement of local advertising on your behalf, and we have no obligation to spend any amount on advertising in your area or territory. You are responsible for local advertising placement. If feasible, you may do cooperative advertising with other ManCave for Men franchisees in your area, with our prior written approval. You may not maintain any business profile on Facebook, Instagram, Twitter, X, YouTube, Threads, Tik Tok, or any other social media and/or networking site, except in accordance with our specifications.

System-wide Brand Fund (Franchise Agreement, Section 13.3)

You are required to contribute 1% your Gross Revenue monthly to our systemwide Brand Fund. We waive this for the first 6 months of operation. Each ManCave for Men outlet operated by our affiliates or us may, but is not obligated to, contribute to the Brand Fund on the same basis as System franchisees. In our discretion, we may increase the Brand Fund Contribution, from time to time, to any amount not to exceed 2% of your Gross Revenue.

The Brand Fund is administered by our accounting and marketing personnel. We may use Brand Fund contributions to pay any and all costs for developing, producing and disseminating advertising, marketing, promotional and public relations materials, programs, campaigns, sales and marketing seminars and training programs of every kind and nature, through any media we determine; conducting marketing research and employing advertising agencies; developing, enhancing and maintaining our website, social media platforms, apps, and other technology for the benefit of the Brand image and/or Systemwide improvements; and staff salaries and other personnel and departmental costs for advertising that we internally administer or prepare.

The Brand Fund will not be used to defray any of our other general operating expenses. Brand Fund contributions will not be used to solicit new franchise sales; provided however, we have the right to use the Brand Fund for public relations, to explain the franchise system, and/or include "Franchises Available" or similar language and contact information in advertising produced with Brand Fund contributions.

The Brand Fund collects and expends contributions for the benefit of the System as a whole. We have the right to use the Brand Fund contributions to place advertising in national, regional or local media (including broadcast, print, or other media) and to conduct marketing campaigns through any channel, in our discretion, including but not limited to, internet and direct-mail campaigns. We have no obligation, however, to use the Brand Fund to place advertising or conduct marketing campaigns in any particular area, including the geographical area where your Franchised Business is located.

We have no obligation to make expenditures that are equivalent or proportionate to your Brand Fund contribution or to ensure that you benefit directly or pro rata from the production or placement of advertising from the Brand Fund.

The Brand Fund is not audited. An annual unaudited financial statement of the Brand Fund is available to any franchisee upon written request.

If we spend more or less than the total of all contributions to the Brand Fund in any fiscal year, we may carry forward any surplus or deficit to the next fiscal year. Although the Brand Fund is intended to be of perpetual duration, we may terminate it at any time and for any reason or no reason. We will not terminate

the Brand Fund, however, until all monies in the Brand have been spent for advertising or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions.

In our most recently concluded fiscal year ending December 31, 2024, Brand Fund contributions were used as follows: 15% for production; 50% for placement; and 35% for administrative expenses.

Regional Advertising (Franchise Agreement, Section 13.4)

Currently, our System has no regional advertising fund or cooperative. However, we may decide to establish a regional fund or cooperative in the future and your participation may be mandatory, in our sole discretion. A regional cooperative will be comprised of all franchised ManCave for Men outlets in a designated geographic area. Our affiliate-owned outlets may participate in a regional cooperative, in our sole discretion. Each ManCave for Men outlet will have one vote in the cooperative. We will determine in advance how each cooperative will be organized and governed. We have the right to form, dissolve, merge or change the structure of the cooperatives. If a cooperative is established during the term of your Franchise Agreement, you must sign all documents we request and become a member of the cooperative according to the terms of the documents. Currently, there are no governing documents available for your review.

If we establish a regional advertising fund or cooperative, you must contribute amounts equal to your share of the total cost of cooperative advertising. Your contributions to a regional advertising fund or cooperative will be in addition to your required contributions to the Brand Fund; however, contributions made by you to a regional advertising fund or cooperative will be credited against your required expenditures for local advertising.

Advertising Council (Franchise Agreement, Section 9.5)

We do not have an advertising council composed of franchisees that advises us on advertising policies. The Franchise Agreement gives us the right, in our discretion, to create a franchisee advisory council to communicate ideas, including proposed advertising policies. If created, we will determine in advance how franchisees are selected to the council, which may include factors such as a franchisee's level of success, superior performance, and outlet profitability. We reserve the right to change or dissolve the council at any time.

5. **Computer Systems and Phone Systems** (Franchise Agreement, Section 12.3)

You must purchase and use the point-of-sale system as well as the phone system ("POS System") we specify, and have the latest versions of hardware, software and computer platforms to operate the POS System. The current POS System requirement is a POS System developed by Squire. The POS System performs a variety of functions, including online appointment scheduling, employee scheduling, payment processing, bookkeeping, and sales report generation. The phone system we are currently using is Vonage.

You are required to use all software and applications that we specify and pay any subscription or access fees associated with them. We may in the future establish or modify the sales reporting systems as we deem appropriate for the accurate and expeditious reporting of Gross Revenue, and you must fully cooperate in implementing any such system at your expense.

The current cost of the POS System is $1,000 - $1,500. Squire POS access fees are approximately $50 monthly, subject to increase. Vonage pricing will vary depending on set up.

There are no contractual limitations on the frequency and cost of upgrades and/or updates to the above-described systems or programs. We have no obligation to maintain, repair, update or upgrade your

computer and software. At your cost, you must provide on-going maintenance and repairs to your computer and software. You must upgrade your computer hardware and software as necessary to operate the most current version of the POS System or any replacements thereto. We estimate the cost of maintaining, updating and upgrading your computer hardware and software is $600 - $2,000, annually.

The POS System allows us to independently and remotely access all of your sales data, including your Gross Revenue, through the Internet. There are no contractual limitations on our right to have full access to this information. We may retrieve, download, analyze and store such information and data at any time. We own all customer data stored in your customer management account.

6. **Table of Contents of Operations Manual**

The Table of Contents of our ManCave for Men Operations Manual, current as of the date of this Disclosure Document is attached as Exhibit G. The Operations Manual has a total of 192 pages.

7. **Training** (Franchise Agreement, Article 7)

You (if the franchisee is an individual) or all of your owners (if the franchisee is a business entity), and your general manager must complete our Initial Training Program, to our satisfaction, at least 4 weeks, but no more than 8 weeks, before opening your Franchised Business. We will train you at our headquarters and/or our affiliate-owned outlet and at your Franchised Business premises.

TRAINING PROGRAM

Subject	Hours of Training	Hours of On-the-Job Training	Location
Establishing the Business	4	0	Zoom meetings throughout build period. In person prior to opening.
Building your Team	4	0	Zoom meetings throughout build period.
Marketing the Business	4	0	Zoom meetings throughout build period and monthly support.
Operations	12	16	Zoom meetings throughout build period. In person prior to opening. Monthly support.
Totals	**24**	**16**	

We periodically conduct our Initial Training Program throughout the year, as needed. We also hold monthly one on one meetings with each franchisee to focus on growth potential and areas of opportunity. ManCave conducts training on all aspects of the Franchised Business, including marketing, operations, inventory management, and financial reporting.

Our training materials consist of our Operations Manual.

The cost of our instructors and training materials for up to 3 individuals is included in the Initial Franchise Fee. You must pay for all travel and personal expenses, including, but not limited to, all costs for your transportation, meals, and lodging for yourself and your personnel. Our current fee to provide initial training to any additional trainee is $250 per person, per day.

If you do not complete our Initial Training Program to our satisfaction, we reserve the right to terminate the Franchise Agreement.

We will provide you with on-site training, supervision and assistance for up to 2 days upon the opening of your Franchised Business.

We may conduct mandatory or optional additional training programs. If we require it, you must attend mandatory additional training, including an annual business meeting or franchisee conference, for up to 10 days each year at a location we designate. We reserve the right to impose a reasonable fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference. You must also pay your transportation, lodging, meals and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost, which includes tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs.

ITEM 12: TERRITORY

Under the Franchise Agreement, you have the right to establish and operate 1 ManCave for Men outlet within a limited protected territory that will be defined after the site of your Franchised Business is identified and approved by us (the "Territory"). You are required to find and obtain possession of a specific site for your Franchised Business in a non-exclusive site search area that meets our site selection criteria and our approval. Your Territory is located in all or a portion of a listed town, city, or county, and is identified by a marked map and/or list of one or more contiguous zip codes. Your Territory will be approximately a 2.5-mile radius around your Franchised Business premises; however, if your Franchised Business premises is in a densely populated area, your Territory will be an area that has a daytime population of approximately 75,000. However, if your ManCave for Men outlet is located at a captive market location, such as a mall, hotel, military base or airport, you will not receive a protected Territory. Your Territory will be identified and attached to your Franchise Agreement as Attachment 2. If you sign our Multi-Unit Development Agreement, we will designate the site of each outlet you develop in accordance with our then-current standards.

During the term of your Franchise Agreement, and provided that you are not in default of your Franchise Agreement, we will not, and will not permit anyone else to, open another dedicated ManCave for Men outlet premises within your Territory. However, notwithstanding this limited protection right we grant to you, we reserve all rights to sell, either directly or through others, our products and services at non-traditional or captive market venues in the Territory, such as hotels, enclosed shopping centers, military bases, and transportation centers. We further reserve all rights to sell our products and services through alternative distribution channels.

There is no minimum sales requirement, market penetration or other contingency that will affect your limited protected right to operate in the Territory during the term of your Franchise Agreement, unless you are in default of your obligations to us.

You may not change the location of your Franchised Business, without our written consent, which we may withhold in our sole discretion. If we give our consent, we will charge you a relocation fee equal to $2,500. The factors we consider in permitting a relocation include: loss of your premises not due to your default,

demographics of the surrounding area of the proposed relocation site, proximity to other ManCave for Men outlets, lease requirements, traffic patterns, vehicular and pedestrian access, proximity to major roads, available parking, and overall suitability. If you wish to relocate, you must identify a new premises for the Franchised Business that is acceptable to us, in accordance with our then-current site selection procedures, and build out the accepted premises within 120 days. If you do not identify a site and complete the build-out within this time period, we may terminate the Franchise Agreement. You must continue to operate at your original premises until construction of the new site is complete.

If you sign our Multi-Unit Development Agreement, you will receive an exclusive development territory in which to develop your ManCave for Men outlets. Provided you are in compliance with the Multi-Unit Development Agreement and your development schedule, we will not grant anyone else the right to establish a ManCave for Men outlet in your development territory during the term of your Multi-Unit Development Agreement.

The Franchise Agreement grants you no options, rights of first refusal or similar rights to acquire additional franchises within the Territory or contiguous territories. Unless you have signed our Multi-Unit Development Agreement, we may, but have no obligation to, consider granting to you the right to establish additional ManCave for Men outlets under other franchise agreements if you are in compliance with the Franchise Agreement and propose to open another ManCave for Men outlet in an area and at a site we approve.

We reserve all rights not expressly granted in the Franchise Agreement. For example, we or our affiliates may own, operate or authorize others to own or operate ManCave for Men outlets outside of the Territory and may operate other kinds of businesses within the Territory. We and our affiliates may own, acquire, conduct, or authorize others to conduct, any form of business at any location selling any type of product or service not offered under the Marks, including a product or service similar to those you will sell at your Franchised Business.

We and our affiliates may sell products and services, under both the Marks licensed to you and under different trademarks, within or outside the Territory through the Internet, catalog sales, telemarketing, or other direct marketing ("Alternative Distribution Channels"). You will receive no compensation for our sales through Alternative Distribution Channels in the Territory.

Your local advertising must target customers in your Territory, although the reach of your local advertising may extend beyond your Territory. You may not use Alternative Distribution Channels to make sales inside or outside your Territory; however, your customers may schedule appointments at your Franchised Business using the Internet through our approved online platforms.

ITEM 13: TRADEMARKS

The Franchise Agreement will license to you the right to operate your ManCave for Men outlet under the trademarks described below ("Principal Marks"):

Mark	Registration Number	Registration Date	Register
(Stylized/Design)	4265117	December 25, 2012	Principal

Man Cave (Standard Character)	5894818	October 29, 2019	Principal

All required affidavits have been filed. Our stylized/design Mark has been renewed. Our standard character Mark is not due for renewal as of the Issuance Date of this Disclosure Document.

You must notify us immediately when you learn about an infringement of or challenge to your use of the Principal Marks or other Marks. We will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of the Principal Mark or other Marks. We have the right to control any administrative proceedings or litigation involving the Principal Marks or other Mark licensed by us to you. You must cooperate fully with us in defending and/or settling the litigation.

We reserve the right to substitute different Marks if we can no longer use the current Marks, or if we determine that substitution of different Marks will be beneficial to the System. In such event, we may require you, at your expense, to modify or stop using any Mark, including the Principal Marks, or to use one or more additional or substitute Marks.

You must not directly or indirectly contest our right to the Principal Marks or other Marks.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeals Board, the Trademark Administration of any state, or any court relating to the Marks. There is no pending infringement, opposition or cancellation. There is no pending material federal or state court litigation involving the Principal Marks or other Marks.

There are no currently effective agreements that significantly limit our rights to use or license the use of the Principal Marks or other Marks in a manner material to the franchise.

Emad Aovida, our owner and Chief Executive Officer, owns the Principal Marks. Under a license agreement between us and Emad Aovida, we have been granted the exclusive right to sublicense the Principal Marks to franchisees throughout the United States. The agreement is of perpetual duration. It may be modified only by mutual consent of the parties. It may be canceled by our Emad Aovida only if (1) we materially misuse the Principal Marks and fail to correct the misuse, or (2) we discontinue commercial use of the Principal Marks for a continuous period of more than one year. The license agreement specifies that if it is ever terminated, your franchise rights will remain unaffected.

As of the date of this Disclosure Document, we know of no superior prior rights or infringing uses that could materially affect your use of the Principal Marks.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We hold no patents and have no pending patent applications that are material to the franchise. We have registered no copyright with the United States Copyright Office. However, we claim copyrights on certain forms, advertisements, promotional materials, photographs and other written materials. We also claim copyrights and other proprietary rights in our Manual, website and social media content.

There are no current material determinations of, or proceedings pending in, the United States Patent and Trademark Office, the U.S. Copyright Office, or any court regarding any of our copyrights discussed above.

There are no agreements currently in effect that limit your right to use any of our copyrights. As of the date of this Disclosure Document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights that could materially affect your use of them.

You must notify us immediately when you learn about an infringement of or challenge to your use of our copyrights. We will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of our copyrights. We have the right to control any administrative proceedings or litigation involving our copyrights licensed by us to you. You must cooperate fully with us in defending and/or settling the litigation.

During the term of the Franchise Agreement, you may have access to and become acquainted with our trade secrets, including, but not limited to, methods, processes, customer lists, vendor partnerships and/or relationships, sales and technical information, financial information, costs, product prices and names, software tools and applications, website and/or email design, products, services, equipment, technologies and procedures relating to the operation of the Franchised Business; the Manual; methods of advertising and promotion; instructional materials; any other information which Franchisor may or may not specifically designate as "confidential" or "proprietary"; and the components of the System, whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively called the "Confidential Information"). You agree that you will take all reasonable measures to maintain the confidentiality of all Confidential Information in your possession or control and that all such Confidential Information and trade secrets shall remain our exclusive property. You may never (during the Initial Term, any Successor Term, or after the Franchise Agreement expires or is terminated) reveal any of our confidential information to another person or use it for any other person or business. You may not copy any of our Confidential Information or give it to a third party except as we authorize in writing to you prior to any dissemination. Your personnel who have access to our Confidential Information must sign our Confidentiality/Non-Competition Agreement (Franchise Agreement, Attachment 8).

You must promptly tell us when you learn about unauthorized use of any Confidential Information. We are not obligated to take any action but will respond to this information as we think appropriate. We will indemnify you for losses brought by a third party concerning your use, in strict compliance with the Franchise Agreement, of the Confidential Information.

ITEM 15: OBLIGATIONS OF THE FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The Franchise Agreement requires that you personally supervise and manage the day-to-day operation of your Franchised Business. If you hire a manager, your manager must successfully complete our Initial Training Program and all other training courses we require. Your manager must devote full time to the job and cannot have an interest or business relationship with any of our competitors. If the franchisee is a business entity, your manager is not required to have an equity interest in the franchisee entity but must otherwise meet our approval.

Your manager and all other personnel who will have access to our proprietary and Confidential Information and training must sign our Non-Disclosure/Non-Competition Agreement, which is attached to our Franchise Agreement as Attachment 8. If your Franchised Business is owned by an entity, all owners of the entity must personally sign the Franchise Agreement as a Principal. If you are a married individual, your spouse must sign our Spouse Guaranty, which is attached to our Franchise Agreement as Attachment 6.

ITEM 16: RESTRICTION ON WHAT FRANCHISEE MAY SELL

You must offer and sell all services that are part of the System, and all services and products that we incorporate into the System in the future. You may only offer services and products that we have previously approved.

You may not use our Marks for any other business, and you may not conduct any other business from your Franchised Business premises. You cannot engage in any other business that competes with your Franchised Business, with our affiliates, or us or with ManCave for Men outlets owned by other franchisees, whether such business is inside or outside of the Territory.

We may add to, delete from or modify the products and services that you can and must offer. You must abide by any additions, deletions and modifications, but only if the changes do not materially and unreasonably increase your obligations under the Franchise Agreement. There are no other limits on our rights to make these changes.

You may only sell products and services in the manner we prescribe. You may only solicit sales from customers in your Territory. Your local advertising must target customers in your Territory, although the reach of your local advertising may extend beyond your Territory, provided that you do not advertise in any medium whose primary circulation is in another ManCave for Men franchisee's territory. You may service a customer who comes to your Franchised Business premises from outside of your Territory, provided that you did not solicit the customer in violation of your Franchise Agreement.

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	Art. 4	Term is 10 years
b.	Renewal	Art. 5	If you are in good standing as defined below, you can sign a successor agreement for 2 additional terms of five (5) years each, unless we have determined, in our sole discretion, to withdraw from the geographical area where your Franchise is located.

	Provision	Section in Franchise Agreement	Summary
c.	Requirements for franchisee to renew or extend	Sections 5.1 and 5.2	Be in full compliance, have no more than three (3) events of default during current term; provide written notice to us at least six months before the end of the term; execute a new franchise agreement; continue to maintain your premises; update to current trade dress and other standards; execute a general release; comply with then-current qualifications and training requirements; including completion of additional training; and pay a successor agreement fee of $10,000. You may be asked to sign a new Franchise Agreement with materially different terms and conditions than your original Franchise Agreement.
d.	Termination by franchisee	None	You may seek termination upon any grounds available by state law.
e.	Termination by franchisor without cause	Section 16.7	The Franchise Agreement will terminate upon your death or permanent disability and the Franchise must be transferred within 6 months to a replacement franchisee that we approve.
f.	Termination by franchisor with cause	Article 17	We may terminate only if you default. The Franchise Agreement describes defaults throughout. Please read it carefully.
g.	"Cause" defined – curable defaults	Section 17.3	You have 5 days to cure non-payments and any other defaults (except for non-curable defaults listed in the Franchise Agreement and described in h. immediately below).

	Provision	Section in Franchise Agreement	Summary
h.	"Cause" defined - non-curable defaults	Sections 17.1 and 17.2	The Franchise Agreement will terminate automatically, without notice for the following defaults: insolvency; bankruptcy; written admission of inability to pay debts; receivership; levy; composition with creditors; unsatisfied final judgment for more than 30 days; or foreclosure proceeding that is not dismissed within 30 days. We may terminate the Franchise Agreement upon notice to you if you: misrepresent or omit a material fact in applying for the Franchise; do not acquire a site or complete construction or obtain permits and/or open the Franchised Business within required time frames; falsify any report to us; cease operations for 5 days or more, unless the premises are damaged and you apply to relocate; lose possession of the premises, unless you are not at fault for loss and you timely apply to relocate; fail to restore and re-open the Franchised Business within 120 days after a casualty, as may be extended by us; fail to comply with applicable laws; default under any lease for the premises; understate Gross Revenue two (2) or more times; fail to comply with insurance and indemnification requirements; attempt a transfer in violation of the Franchise Agreement; fail, or your legal representative fails to transfer as required upon your death or permanent disability; are convicted or plead no contest to a felony or crime or engage in other conduct that could damage the goodwill or reputation of our trademarks or the System or engages in other misconduct that could harm the reputation of the System; receive an adverse judgment in any proceeding involving allegations of fraud, racketeering or improper trade practices or similar claim that could damage the goodwill or reputation of our trademarks or the System; conceal revenues or maintain false books; create a threat or danger to public health or safety; refuse an inspection or audit by us; use our trademarks, copyrighted material or Confidential Information in an unauthorized manner; make an unauthorized disclosure of Confidential Information; fail to comply with non-competition covenants; default in the performance of your obligations three (3) or more times during the term or receive two (2) or more default notices in any 12-month period; have insufficient funds to honor a check or EFT two (2) or more times within any twelve (12)-month period; default under any other agreement with us or our affiliate; or terminate the Franchise Agreement without cause.

	Provision	Section in Franchise Agreement	Summary
i.	Franchisee's obligations on termination/non-renewal	Article 18	Upon termination, you must: cease operations; cease to identify yourself as a ManCave for Men franchisee; cease to use our trademarks; de-identify the premises; cancel any assumed name registration that contains any Mark; pay us and our affiliates all sums owing; pay us any damages, costs or expenses we incur in obtaining any remedy for any violation of the Franchise Agreement by you, including, but not limited to attorneys' fees; deliver to us all Confidential Information, the Operations Manual and all records and files related to your Franchised Business; comply with the non-disclosure and non-competition covenants; pay liquidated damages; sell to us, at our option, all furnishing, fixtures, equipment, inventory, and/or supplies of your Franchised Business; and assign, at our option, your telephone numbers, directory and internet listings, and social media and software accounts and the lease for the premises.
j.	Assignment of contract by franchisor	Section 16.1.1	No restrictions on our right to assign.
k.	"Transfer" by franchisee defined	Section 16.3	Any assignment, sale, transfer, gift, devise or encumbrance of any interest in the Franchise Agreement, the Franchised Business, any assets of the Franchised Business, or in the Franchisee (if the Franchisee is a business entity).
l.	Franchisor approval of transfer by franchisee		No transfer is allowed without our consent, which we will not unreasonably withhold.
m.	Conditions for franchisor approval of a transfer	Section 16.3 and 16.4	Conditions include: our decision not to exercise our right of first refusal; transferee meets our then-current standards for qualifying franchisees; transferee signs our then-current form of Franchise Agreement, which may have materially different terms from your Franchise Agreement; transferee successfully completes our Initial Training Program; you have paid us and third-party creditors all amounts owed; you and the transferee sign a General Release; you shall subordinate any claims you have against the transferee to us; you will indemnify us for misrepresentations in the transfer process (excluding representations in our FDD); our approval of the material terms and conditions of the transfer; payment of a transfer fee.

	Provision	Section in Franchise Agreement	Summary
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 16.6	You must promptly notify us of any written offer to purchase your Franchise. We have 30 days to exercise our first right to buy it on the same terms and conditions, provided that (a) we may substitute cash for any other consideration (b)we may pay the entire purchase price at closing, (c) our credit is deemed as good as the proposed purchaser, (d) we have at least 60 days to close and (e) you shall give us all customary seller's representations and warranties.
o.	Franchisor's option to purchase franchisee's business	Section 18.2	Upon termination of the Franchise Agreement, we have the option to purchase your equipment, furniture, fixtures, signs, advertising materials, supplies, and inventory at your cost or fair market value, whichever is less.
p.	Death or disability of franchisee	Sections 16.3, 16.4 and 16.7	The Franchise Agreement will terminate upon your death or permanent disability, and the Franchise must be transferred within 6 months to a replacement franchisee that we approve.
q.	Non-competition covenants during the term of the franchise	Section 19.5.1	You may not: divert, or attempt to divert, customers of any ManCave for Men outlet (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business; do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees.
r.	Non-competition covenants after the franchise is terminated or expires	Section 19.5.2	For 24 months after the termination of the Franchise Agreement, you may not: divert, or attempt to divert, customers of any ManCave for Men outlet (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business within 5 miles of your former ManCave for Men outlet location or any other ManCave for outlet location (franchised or company owned); do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees.
s.	Modification of the agreement	Sections 9.4, 14.6, 19.1.4 and 22.4	No oral modifications generally, but we may change the Operations Manual and System standards at any time. You may be required to implement these changes at your own costs. We have the right to modify our Marks at any time upon written notice to you.
t.	Integration/merger clause	Section 21.12	Only the terms of the Franchise Agreement and other related written agreements, such as any attachments to the Franchise Agreement or addenda, are binding (subject to applicable state law.) Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.

	Provision	Section in Franchise Agreement	Summary
u.	Dispute resolution by arbitration or mediation	Sections 20.1, 20.2, 20.3	At our option, claims that are not resolved internally may be submitted to non-binding mediation at our headquarters, and then to binding arbitration, excluding claims related to injunctive relief, anti-trust, the trademarks, possession of the Franchised Business premises and post-termination obligations.
v.	Choice of forum	Section 20.5	Litigation takes place in Florida (subject to applicable state law)
w.	Choice of law	Section 20.5	Florida law applies (subject to applicable state law)

THE FRANCHISE RELATIONSHIP
(UNDER THE MULTI-UNIT DEVELOPMENT AGREEMENT)

This table lists certain important provisions of the multi-unit development agreement. You should read these provisions in the agreement attached to this disclosure document.

	Provision	Section in Multi-Unit Development Agreement	Summary
a.	Length of the franchise term	Art. 3	As determined by you and us based on the number of ManCave for Men outlets you are to develop.
b.	Renewal or extension of the Term	Not Applicable	Not Applicable
c.	Requirements for franchisee to renew or extend	Not Applicable	Not Applicable
d.	Termination by franchisee	Not Applicable	You may seek termination upon any grounds available by state law.
e.	Termination by franchisor without cause	Not Applicable	Not Applicable
f.	Termination by franchisor with cause	Article 7	We may terminate only if you default. The Multi-Unit Development Agreement describes defaults throughout. Please read it carefully.
g.	"Cause" defined – curable defaults	Section 7.3	You have 5 days to cure non-payments and any other defaults (except for non-curable defaults listed in the Multi-Unit Development Agreement and described in h. immediately below).

	Provision	Section in Multi-Unit Development Agreement	Summary
h.	"Cause" defined - non-curable defaults	Sections 7.1 and 7.2	The Multi-Unit Development Agreement will terminate automatically, without notice for the following defaults: insolvency; bankruptcy; written admission of inability to pay debts; receivership; levy; composition with creditors; unsatisfied final judgment for more than 30 days; or foreclosure proceeding that is not dismissed within 30 days. We may terminate the Multi-Unit Development Agreement upon notice to you if you: misrepresent or omit a material fact in applying for the Development Rights; falsify any report to us; fail to comply with any federal, state or local law, rule or regulation, applicable to the development and operations of your ManCave for Men outlets, including, but not limited to, the failure to pay taxes; fail to develop ManCave for Men outlets in accordance with the Mandatory Development Schedule; attempt a transfer in violation of the Multi-Unit Development Agreement; are convicted or plead no contest to a felony or to crime or do anything that could damage the goodwill or reputation of our trademarks or the System; receive an adverse judgment in any proceeding involving allegations of fraud, racketeering or improper trade practices or similar claim that could damage the goodwill or reputation of our trademarks or the System; fail to comply with non-competition covenants; default, or your affiliate defaults, under any other agreement, including any Franchise Agreement, with us or any of our affiliates or suppliers and does not cure such default within the time period provided in such other agreement; or terminate the Multi-Unit Development Agreement without cause.
i.	Franchisee's obligations on termination/ non-renewal	Section 7.4	Upon termination, you must: cease all development operations and comply with the non-disclosure and non-competition covenants.
j.	Assignment of contract by franchisor	Section 6.1	No restrictions on our right to assign.
k.	"Transfer" by franchisee defined	Section 6.3	Any assignment, sale, transfer, gift, devise or encumbrance of any interest in the Multi-Unit Development Agreement or Development Rights.
l.	Franchisor approval of transfer by franchisee	Sections 6.2, 6.3	No transfer is allowed without our consent, which we will not unreasonably withhold.

	Provision	Section in Multi-Unit Development Agreement	Summary
m.	Conditions for franchisor approval of a transfer	Sections 6.3 and 6.4	Conditions include: our decision not to exercise our right of first refusal; transferee meets our then-current standards for qualifying developers; you have paid us all amounts owed; transferee signs our then-current form of Multi-Unit Development Agreement, which may have materially different terms from your Multi-Unit Development Agreement; you and the transferee sign a General Release; you shall subordinate any claims you have against the transferee to us; you will indemnify us for misrepresentations in the transfer process (excluding our representations in the FDD); our approval of the material terms and conditions of the transfer; payment of a transfer fee.
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 6.5	You must promptly notify us of any written offer to purchase your Development Rights. We have 30 days to exercise our first right to buy it on the same terms and conditions, provided that (a) we may substitute cash for any other consideration (b).we may pay the entire purchase price at closing, (c) our credit is deemed as good as the proposed purchaser, (d) we have at least 60 days to close and (e) you shall give us all customary seller's representations and warranties.
o.	Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p.	Death or disability of franchisee	Section 6.6	The executor of your estate or other personal representative must transfer the Development Rights within 6 months to a replacement developer that we approve.
q.	Non-competition covenants during the term of the franchise	Section 8.3.1	You may not: divert, or attempt to divert, customers of any ManCave for Men outlet (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business; do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees.
r.	Non-competition covenants after the franchise is terminated or expires	Section 8.3.2	For 24 months after the termination of the Franchise Agreement, you may not: divert, or attempt to divert, customers of any ManCave for Men outlet (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business within 5 miles of your development territory or of any ManCave for outlet location (franchised or company owned); do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees.

	Provision	Section in Multi-Unit Development Agreement	Summary
s.	Modification of the agreement	Section 11.12	No oral modifications. No amendment of the provisions will be binding upon either party unless the amendment has been made in writing and executed by all interested parties.
t.	Integration/merger clause	Section 11.12	Only the terms of the Multi-Unit Development Agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of Multi-Unit Development Agreement may not be enforceable. Notwithstanding the foregoing, nothing in the Multi-Unit Development Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Sections 10.1, 10.2, 10.3, and 10.4	At our option, claims that are not resolved internally may be submitted to non-binding mediation at our headquarters, and then to binding arbitration, excluding claims related to injunctive relief, anti-trust, the trademarks, possession of the Franchised Business premises and post-termination obligations. Subject to state law.
v.	Choice of forum	Section 10.5	Litigation takes place in Florida, subject to applicable state law.
w.	Choice of law	Section 10.5	Florida law applies, subject to applicable state law.

See the state addenda to this Franchise Disclosure Document and the Franchise Agreement for special state disclosures.

ITEM 18: PUBLIC FIGURES

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

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

As of December 31, 2024, our fiscal year end, we had a total of 8 locations that were not operating for a full 12-month period. As such, historic financial performance from these locations which were not open for a full 12 months in 2024 has been and are excluded from this financial performance representation. These figures were prepared without an audit. Prospective franchisees should be advised that no certified public accountant has audited these figures or expressed any opinion with regard to their content or form.

All amounts are rounded to the nearest dollar. Written substantiation for the financial performance representations made in this Item 19 will be made available to you upon request.
Because

"Gross Revenue" is defined as total revenue derived from the sale of products and services less state/local taxes.

Statement of Historic Gross Receipts for Affiliate-Owned Outlets: January 1 – December 31, 2024

Name	Gross Revenue
ManCave Mission Bay	$885,818.38
ManCave Glades Plaza	$688,418.27
ManCave Doral	$372,231.51
ManCave UCF	$147,276.49

Written substantiation of the data used in preparing these figures will be made available to you upon reasonable request. The information presented above has not been audited.

Statement of Historic Gross Receipts for Franchised Territories: January 1 – December 31, 2024

Name	Revenue
ManCave UTC	$1,063,920.10
ManCave Waterside	$815,068.88
ManCave Pineapple Grove	$636,124.72
ManCave Royal Palm	$620,547.78
ManCave Boynton Beach	$564,808.31
ManCave Williston	$432,447.74
ManCave Wellington	$320,414.05
ManCave West Delray	$315,437.31
ManCave St. Pete	$266,222.90
ManCave Plantation	$265,594.41
ManCave Port St. Lucie	$212,446.83
ManCave River Landing	$211,116.65
ManCave PGA	$205,601.44
ManCave Miramar	$174,116.11

Written substantiation of the data used in preparing these figures will be made available to you upon reasonable request. The information presented above has not been audited.

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Other than the above disclosure, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, 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 Emad Aovida at 950 Peninsula Corporate Circle, Suite 1020, Boca Raton, Florida, 33487 or 561-789-5153, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary
For Years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	7	9	+2
	2023	9	10	+1
	2024	10	7	+7
Company – Owned*	2022	6	6	0
	2023	6	8	+2
	2024	8	7	-1
Total Outlets	2022	13	15	+2
	2023	15	18	+3
	2024	18	28	+10

* Company-owned stores are operated by our affiliates.

Table No. 2
Transfers of Outlets from Franchisee to New Owners
(Other than the Franchisor) for years 2022 to 2024

State	Year	Number of Transfers
Florida	2022	0
	2023	0
	2024	0
North Dakota	2022	0
	2023	0
	2024	0
Kentucky	2022	0
	2023	0
	2024	0
Totals	2022	0
	2023	0
	2024	0

Table No. 3
Status of Franchised Outlets
For Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Florida	2022	6	2	0	0	0	0	8
	2023	8	2	0	0	1	0	9
	2024	9	7	0	0	0	0	16
North Dakota	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Kentucky	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
TOTALS	2022	7	2	0	0	0	0	9
	2023	9	2	0	0	1	0	10
	2024	10	18	0	0	0	0	28

Table No. 4
Status of Company Owned* Outlets
For Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Florida	2022	6	0	0	0	0	6
	2023	6	1	1	0	0	8
	2024	8	0	0	0	1	7
Total	2022	6	0	0	0	0	6
	2023	6	1	1	0	0	8
	2024	8	0	1	0	0	9

* Company-owned stores are operated by affiliated entities.

Table No. 5
Projected Openings as of December 31, 2024

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
Florida	1	4	0

Total	1	4	0

* Company-owned stores are operated by affiliated entities.

Exhibit E lists the name and contact information of each franchisee that owns at least one franchised outlet in our System and each franchisee during our last fiscal year who has had an outlet terminated, canceled, not renewed, or has otherwise voluntarily or involuntarily ceased to do business under the franchise agreement or has not communicated with us within 10 weeks of the date of this Disclosure Document. Please note, some franchisees own more than one outlet. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with ManCave for Men. 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.

There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

ITEM 21: FINANCIAL STATEMENTS

Our audited financial statements for the fiscal years ending December 31, 2024 are included in Exhibit D.

Our fiscal year end is December 31.

ITEM 22: CONTRACTS

A copy of all proposed agreements regarding the franchise offering are included in this Disclosure Document, as follows:

Exhibit B – The Franchise Agreement;

Exhibit C – The Multi-Unit Development Agreement;

ITEM 23: RECEIPT

A receipt in duplicate is attached to this Disclosure Document as Exhibit I. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to us at 950 Peninsula Corporate Circle, Suite 1020, Boca Raton, Florida, 33487.

EXHIBIT A

AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau

State	State Agency	Agent for Service of Process
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, 5th Floor Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGE		
1.	**Franchisee**	_____
2.	**Initial Franchise Fee**	$45,000
3.	**Development Area**	_____
4.	**Business Location**	_____
5.	**Territory**	_____
6.	**Opening Deadline**	_____
7.	**Principal Executive**	_____
8.	**Franchisee's Address**	_____

FRANCHISE AGREEMENT

This Agreement is made between ManCave Franchising, LLC, a Florida limited liability company ("ManCave Franchising"), and Franchisee effective as of the date signed by ManCave Franchising (the "Effective Date").

Background Statement:

A. ManCave Franchising and its affiliate ManCave for Men, LLC have created and own a system (the "System") for developing and operating a salon primarily targeted at under the trade name "ManCave."

B. The System includes (1) methods, procedures, and standards for developing and operating a ManCave business, (2) plans, specifications, equipment, signage, and trade dress for ManCave businesses, (3) particular products and services, (4) the Marks, (5) training programs, (6) business knowledge, (7) marketing plans and concepts, and (8) other mandatory or optional elements as determined by ManCave Franchising from time to time.

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

ARTICLE 1. DEFINITIONS

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

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

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

"**Competitor**" means any business which offers men's salon services from a retail location.

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

"**Gross Sales**" means the total dollar amount of all sales generated through the Business for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, or (iii) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

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

"**Location**" means the location stated on the Summary Page. If no location is stated on the Summary Page, then the Location will be determined in accordance with Section 6.1.

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

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

"**Marketing Fund**" means the fund established (or which may be established) by ManCave Franchising into which Marketing Fund Contributions are deposited.

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

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

"**Privacy Information**" means all information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Privacy Information includes but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household: identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license or state identification card number, passport number, signature, physical characteristics or description, telephone number, insurance policy number, bank account number, credit card number, debit card number or any other financial information, medical information or health insurance information; characteristics of protected classifications under state or federal law; commercial information, including records of personal property, products or services purchased, obtained or considered, or other purchasing or consuming histories or tendencies; biometric information; Internet or other electronic network activity information including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an internet website, application, or advertisement; geolocation data; audio or electronic information; professional or employment-related information; education information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99); and inferences drawn from any of the information identified in this subsection to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes.

Privacy Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"**Remodel**" means a refurbishment, renovation, and remodeling of the Location to conform to the building design, exterior facade, trade dress, signage, fixtures, furnishings, equipment, decor, color schemes, presentation of the Marks, and other System Standards in a manner consistent with the image then in effect for a new ManCave business.

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

"**System Standards**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by ManCave Franchising, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, data protection and privacy, design (such as construction, decoration, layout, furniture, fixtures and signs), environmental protection and sustainability, equipment, inventory, maintenance, marketing and public relations, minimum numbers and types of personnel, operating days, operating hours, presentation of Marks, product and service offerings, quality of products and services (including any guaranty and warranty programs), reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), temporary operational changes due to special circumstances (such as a pandemic), uniforms, and vehicles.

"**Territory**" means the territory stated on the Summary Page. If no territory is stated on the Summary Page, then the Territory is determined in accordance with Section 6.1.

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

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. ManCave Franchising grants to Franchisee the right to operate a ManCave business solely at the Location. If no Location is stated on the Summary Page when this Agreement is signed, then the parties will determine the Location in accordance with Section 6.1. Franchisee shall develop, open and operate a ManCave business at the Location for the entire term of this Agreement.

2.2 Protected Territory. ManCave Franchising shall not establish, nor license the establishment of, another business within the Territory selling the same or similar goods or services under the same or similar trademarks or service marks as a ManCave business. ManCave Franchising retains the right to:

(i) establish and license others to establish and operate ManCave businesses outside the Territory, notwithstanding their proximity to the Territory or their potential impact on the Business;

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

(iii) sell and license others to sell products and services in the Territory through channels of distribution (including the internet) other than ManCave outlets.

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

2.4 Principal Executive. Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the chief executive officer of the Business and has decision-making authority on behalf of Franchisee. The Principal Executive must have at least 30% ownership interest in Franchisee. The Principal Executive does not have to serve as a day-to-day general manager of the Business, but the Principal Executive must devote substantial time and attention to the Business. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to ManCave Franchising's reasonable approval.

2.5 Guaranty. If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee's obligations to ManCave Franchising, in the form of Attachment 3.

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

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for 10 years.

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into successor agreements for up to two periods of 5 years each, subject to the following conditions prior to each expiration:

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

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

(iii) Franchisee has made or agrees to make (within a period of time acceptable to ManCave Franchising) renovations and changes to the Business as ManCave Franchising requires to conform to the then-current System Standards (including a Remodel, if applicable);

(iv) Franchisee and its Owners execute ManCave Franchising's then-current standard form of franchise agreement and related documents (including personal guaranty), which may be materially different than this form (including, without limitation, higher and/or different fees), except that Franchisee will not pay another initial franchise fee and will not receive more renewal or successor terms than stated in this Section;

(v) Franchisee pays a $10,000 renewal fee; and

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

ARTICLE 4. FEES

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

4.2 Royalty Fee. Franchisee will begin paying a monthly Royalty Fee to ManCave Franchising equal to 5% of Gross Sales commencing when the Franchisee earns its first dollar in Gross Sales. The Royalty Fee for any given calendar month is due on the 5th day of the following month.

4.3 Marketing Contributions.

(a) Marketing Fund Contribution. Franchisee shall pay ManCave Franchising a contribution to the Marketing Fund (the "Marketing Fund Contribution") equal to 1% of Franchisee's Gross Sales (or such lesser amount as ManCave Franchising determines), at the same time as the Royalty Fee. ManCave Franchising may raise the Marketing Fund Contribution up to 2% of Gross Sales after at least 30 days' prior notice.

(b) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then Franchisee shall contribute to the Market Cooperative a percentage of Gross Sales (or other amount) determined by the Market Cooperative, not to exceed 5%.

4.4 Non-Compliance Fee. ManCave Franchising may charge Franchisee $500 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to ManCave Franchising) which Franchisee fails to cure after 30 days' notice. Thereafter, ManCave Franchising may charge Franchisee $250 per week until Franchisee

ceases such non-compliance. This fee is a reasonable estimate of ManCave Franchising's internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee's breach. The non-compliance fee is in addition to all of ManCave Franchising's other rights and remedies (including default and termination under Section 14.2).

4.5 Payment Terms.

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Marketing Fund Contribution, and any other amounts owed to ManCave Franchising by pre-authorized bank draft or in such other manner as ManCave Franchising may require. Franchisee shall comply with ManCave Franchising's payment instructions.

(b) Calculation of Fees. Franchisee shall report monthly Gross Sales to ManCave Franchising by the 5th day of the following month. If Franchisee fails to report monthly Gross Sales, then ManCave Franchising may withdraw estimated Royalty Fees and Marketing Fund Contributions equal to 125% of the last Gross Sales reported to ManCave Franchising, and the parties will true-up the actual fees after Franchisee reports Gross Sales. Franchisee acknowledges that ManCave Franchising has the right to remotely access Franchisee's point-of-sale system to calculate Gross Sales.

(c) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a $100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).

(d) Insufficient Funds. ManCave Franchising may charge $30 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(e) Costs of Collection. Franchisee shall repay any costs incurred by ManCave Franchising (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.

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

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

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

ARTICLE 5. ASSISTANCE

5.1 Manual. ManCave Franchising shall make its Manual available to Franchisee.

5.2 Pre-Opening Assistance.

(a) Selecting Location. ManCave Franchising shall provide its criteria for ManCave locations to Franchisee. ManCave Franchising will review and advise Franchisee regarding potential locations submitted by Franchisee.

(b) Development. To the extent ManCave Franchising deems appropriate, ManCave Franchising will advise Franchisee regarding the layout, design, and build-out of the Business. Upon request by Franchisee, ManCave Franchising will advise Franchisee regarding conforming the premises of the Location to local ordinances and building codes and obtaining any required permits. Franchisee acknowledges that compliance with ordinances, codes, and permit requirements are Franchisee's responsibility, and that ManCave Franchising will have no liability to Franchisee arising out of any advice given by ManCave Franchising.

(c) Vendors. To the extent applicable, ManCave Franchising will provide its specifications and list of Approved Vendors and/or Required Vendors for equipment, signs, fixtures, opening inventory, and supplies to open the Business.

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

(e) Pre-Opening Training. ManCave Franchising shall make available its standard pre-opening training to the Principal Executive and up to two other employees, at ManCave Franchising's headquarters and/or at a ManCave business designated by ManCave Franchising. ManCave Franchising shall not charge any fee for this training. Franchisee is responsible for its own travel, lodging, meal, and other out-of-pocket expenses. ManCave Franchising reserves the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the program.

(f) Market Introduction Plan. We require you to spend up to Six Thousand Dollars ($6,000) in opening advertising and promotional activities within the first forty-five (45) days following the opening of your business in your territory. You will conduct a grand opening campaign in accordance with plans approved by us, which may include the use of our designated vendor(s) to implement grand opening activities on your behalf. Thereafter, you are required to spend at least at least 2% of gross sales each month per month on advertising for the business in your territory. Local marketing may include promotion and marketing through social media platforms, with our prior approval. We must approve all advertising materials. We reserve the right to collect some or all of your grand opening funds and/or your local marketing expenditure and implement grand opening campaign activities and/or local marketing on your behalf.

(g) On-Site Opening Assistance. ManCave Franchising shall have a representative support Franchisee's business opening with at least two days of onsite opening training and assistance, at ManCave Franchising's expense.

5.3 Post-Opening Assistance.

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

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

(c) Procedures. ManCave Franchising will provide Franchisee with ManCave Franchising's recommended administrative, bookkeeping, accounting, and inventory control procedures. ManCave Franchising may make any such procedures part of required (and not merely recommended) System Standards.

(d) Marketing. ManCave Franchising shall manage the Marketing Fund.

(e) Internet. ManCave Franchising shall maintain a website for ManCave, which will include Franchisee's location and telephone number.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Determining Location and Territory. If the Location and Territory are not stated on the Summary Page:

(i) Franchisee shall find a potential Location within the Development Area described on the Summary Page. Franchisee shall submit its proposed Location to ManCave Franchising for acceptance, with all related information and documents ManCave Franchising may request. If ManCave Franchising does not accept the proposed Location in writing within 30 days, then it is deemed rejected.

(ii) When ManCave Franchising accepts the Location, it will issue a Location Acceptance Letter in the form of Attachment 2 which states the Location and Territory. ManCave Franchising shall determine the Territory in its good faith discretion, substantially in accordance with Item 12 of the Franchise Disclosure Document. If ManCave Franchising fails to state the Territory in writing before Franchisee opens the Business to the public, the Territory will be deemed to be a 2.5-mile radius around the Location.

(iii) **ManCave Franchising's advice regarding or acceptance of a site is not a representation or warranty that the Business will be successful, and ManCave Franchising has no liability to Franchisee with respect to the location of the Business.**

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location: (i) if requested by ManCave Franchising, Franchisee must submit the proposed lease to ManCave

Franchising for written approval, (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement, and (iii) Franchisee shall use commercially reasonable efforts to obtain the landlord's signature to a rider to the lease in the form required by ManCave Franchising.

6.3 Development. Franchisee shall construct (or remodel) and finish the Location in conformity with ManCave Franchising's System Standards. If required by ManCave Franchising, Franchisee shall engage the services of an architect licensed in the jurisdiction of the Location. Franchisee shall not begin any construction or remodeling work without first obtaining ManCave Franchising's approval of Franchisee's plans. ManCave Franchising may, but is not required to, inspect Franchisee's construction or remodeling progress at any reasonable time. Franchisee shall not rely upon any information provided or opinions expressed by ManCave Franchising or its representatives regarding any architectural, engineering, or legal matters (including without limitation the Americans With Disabilities Act) in the development and construction of the Business, and ManCave Franchising assumes no liability with respect thereto. ManCave Franchising's inspection and/or approval to open the Business is not a representation or a warranty that the Business has been constructed in accordance with any architectural, engineering, or legal standards.

6.4 New Franchisee Training. Franchisee's Principal Executive must complete ManCave Franchising's training program for new franchisees to ManCave Franchising's satisfaction at least four weeks before opening the Business. If the Principal Executive (i) fails to complete the initial training program to ManCave Franchising's satisfaction, or (ii) ManCave Franchising concludes, no more than 10 days after the Principal Executive completes the initial training program, that the Principal Executive does not have the ability to satisfactorily operate the Business, then ManCave Franchising may terminate this Agreement.

6.5 Conditions to Opening. Franchisee shall notify ManCave Franchising at least 30 days before Franchisee intends to open the Business to the public. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System Standards, (4) ManCave Franchising has inspected and approved the Business, (5) Franchisee has hired sufficient employees, (6) Franchisee's officers and employees have completed all of ManCave Franchising's required pre-opening training, (7) Franchisee has conducted the grand opening marketing campaign required under Section 9.6 and (8) ManCave Franchising has given its written approval to open, which will not be unreasonably withheld.

6.6 Opening Date. Franchisee shall open the Business to the public on or before the date stated on the Summary Page.

ARTICLE 7. OPERATIONS

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

Franchisee's compliance with all System Standards is of the utmost importance to ManCave Franchising.

7.2 Compliance with Law. Franchisee and the Business shall comply with all laws, rules, ordinances, and regulations applicable to Franchisee or to the Business. Franchisee and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business.

7.3 Products and Services; Methods of Sale. Franchisee shall offer all products and services, and only those products and services, from time to time prescribed by ManCave Franchising in the Manual or otherwise in writing. Franchisee shall make sales only to retail customers, and only at the Location. Unless otherwise approved or required by ManCave Franchising, Franchisee shall not make sales by any other means, including without limitation by wholesale, by delivery, by mail order or over the internet, or at temporary or satellite locations. Franchisee shall provide all products and perform all services in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards.

7.4 Prices. Franchisee acknowledges that the System Standards determined by ManCave Franchising may include the minimum, maximum, and/or exact prices that franchisees may charge for products or services sold (except to the extent such authority is limited or prohibited by applicable law).

7.5 Personnel.

(a) Management. The Business must at all times be under the on-site supervision of the Principal Executive or a general manager who has completed ManCave Franchising's training program.

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

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

(d) Qualifications. ManCave Franchising may set minimum qualifications for categories of employees employed by Franchisee. All personnel must have appropriate licenses as required by law.

(e) Sole Responsibility. Franchisee is solely responsible for all hiring decisions and all terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and ManCave Franchising are not joint employers, and no employee of Franchisee will be an agent or employee of ManCave Franchising. Within seven days of ManCave Franchising's request, Franchisee and each of its employees will sign an acknowledgment form stating that Franchisee alone (and not ManCave Franchising) is the employee's sole employer. Franchisee will use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, time cards,

pay checks, and employment and independent contractor agreements, and Franchisee will not use the Marks on any of these documents.

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

7.7 Software. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all software and related systems required by ManCave Franchising. Franchisee shall enter into any subscription and support agreements that ManCave Franchising may require. Franchisee shall upgrade, update, or replace any software from time to time as ManCave Franchising may require. Franchisee shall protect the confidentiality and security of all software systems, and Franchisee shall abide by any System Standards related thereto. Franchisee shall give ManCave Franchising unlimited access to Franchisee's point of sale system and other software systems used in the Business, by any means designated by ManCave Franchising.

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

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

7.10 Payment Systems. Franchisee shall accept payment from customers in any form or manner designated by ManCave Franchising (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by ManCave Franchising. Franchisee must at all times comply with payment card industry data security standards (PCI-DSS).

7.11 Gift Cards, Loyalty Programs, and Incentive Programs. At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs, membership/subscription programs, or customer incentive programs, designated by ManCave Franchising, in the manner specified by ManCave Franchising in the Manual or otherwise in writing. Franchisee shall honor all valid gift cards and other pre-paid

systems, regardless of whether issued by Franchisee or another ManCave business. If Franchisee honors a gift card or other pre-paid system sold by another location, or vice versa, ManCave Franchising and Franchisee will cooperate so that the cash received is fairly allocated to the location where that gift card or other pre-paid system is redeemed (subject to fees and charges). Franchisee shall comply with all procedures and specifications of ManCave Franchising related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty, membership/subscription, or customer incentive programs.

7.12 Maintenance and Repair. Franchisee shall at all times keep the Business in a neat and clean condition, perform all appropriate maintenance, and keep all property of the Business in good repair. In addition, Franchisee shall promptly perform all work on the physical property of the Business as ManCave Franchising may prescribe from time to time, including but not limited to periodic interior and exterior painting and replacement of obsolete or worn-out signage, floor coverings, furnishings, equipment, and décor. Franchisee acknowledges that the System Standards may include requirements for cleaning, maintenance, repair, and replacement.

7.13 Remodeling. In addition to Franchisee's obligations to comply with all System Standards in effect from time to time, ManCave Franchising may require Franchisee to undertake and complete a Remodel of the Location to ManCave Franchising's satisfaction. Franchisee must complete the Remodel in the time frame specified by ManCave Franchising. ManCave Franchising may require the Franchisee to submit plans for ManCave Franchising's reasonable approval prior to commencing a required Remodel. ManCave Franchising's right to require a Remodel is limited as follows: (i) the Remodel will not be required in the first two or last two years of the term (except that a Remodel may be required as a condition to renewal of the term or a Transfer), and (ii) a Remodel will not be required more than once every five years from the date on which Franchisee was required to complete the prior Remodel.

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

7.15 Insurance.

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

(i) "Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Business, for full repair and replacement value (subject to a reasonable deductible);

(ii) Business interruption insurance covering at least 12 months of income;

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

(iv) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000; and

(v) Workers Compensation coverage as required by state law.

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

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

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

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

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

7.19 No Other Activity Associated with the Business. Franchisee shall not engage in any business or other activity at the Location other than operation of the ManCave Business. Franchisee shall not use assets of the Business for any purpose other than the Business. If Franchisee is an entity, the entity shall not own or operate any other business except ManCave businesses.

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

7.21 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by ManCave Franchising. Franchisee must display at the Business signage prescribed by ManCave Franchising identifying the Location as an independently owned franchise.

7.22 Privacy Practices.

(a) With respect to Privacy Information, Franchisee must comply with all of their obligations under applicable privacy laws, including any local, state, or federal data privacy or data security law or regulation.

(b) Franchisee shall not sell any Privacy Information. Franchisee further agrees to not access, use, or process the Privacy Information except in the furtherance of its obligations under this Agreement, but in all times, in compliance with applicable privacy laws.

(c) To the extent ManCave Franchising does not have the then-current ability to address requests made under any applicable privacy law by individuals that are the subject of any of the Privacy Information, Franchisee shall, upon ManCave Franchising's request, provide reasonable assistance to ManCave Franchising in responding to such requests.

7.23 Communication. Franchisee shall respond promptly to requests for communication from ManCave Franchising, and in any event within two business days.

7.24 Business Practices. Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply with any code of ethics or statement of values from ManCave Franchising. Franchisee shall not take any action which injures or is reasonably likely to injure the goodwill associated with the Marks.

ARTICLE 8. SUPPLIERS AND VENDORS

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

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

8.3 Alternate Input Approval. If ManCave Franchising requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by ManCave Franchising. ManCave Franchising may approve or disapprove the alternative Input in its sole discretion. ManCave Franchising will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request.

8.4 Purchasing. ManCave Franchising may negotiate prices and terms with vendors on behalf of the System. ManCave Franchising may receive rebates, payments or other consideration from vendors in connection with purchases by franchisees. ManCave Franchising has the right (but not the obligation) to collect payments from Franchisee on behalf of a vendor and remit the payments to the vendor and to impose a reasonable markup or charge for administering the payment program. ManCave Franchising may implement a centralized purchasing system. ManCave Franchising may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as ManCave Franchising may determine.

8.5 No Liability of Franchisor. ManCave Franchising shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor, including without limitation defects, delays, or unavailability of products or services.

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

ARTICLE 9. MARKETING

9.1 Approval and Implementation. Franchisee shall not conduct any marketing, advertising, or public relations activities (including in-store marketing materials, websites, online advertising, social media marketing or presence, and sponsorships) that have not been approved by ManCave Franchising. ManCave Franchising may (but is not obligated to) operate all "social media" accounts on behalf of the System, or it may permit franchisees to operate one or more accounts. Franchisee must comply with any System Standards regarding marketing, advertising, and public relations, including any social media policy that ManCave Franchising may prescribe. Franchisee shall implement any marketing plans or campaigns determined by ManCave Franchising.

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

9.3 Marketing Fund. ManCave Franchising has established a Marketing Fund to promote the System on a local, regional, national, and/or international level. If ManCave Franchising has established a Marketing Fund:

(a) Separate Account. ManCave Franchising shall hold the Marketing Fund Contributions from all franchisees in one or more bank accounts separate from ManCave Franchising's other accounts.

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

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

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

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

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

9.4 Market Cooperatives. ManCave Franchising may establish market advertising and promotional cooperative funds ("Market Cooperative") in any geographical areas. If a Market Cooperative for the geographic area encompassing the Location has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Location is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within 30 days. ManCave Franchising shall not require Franchisee to be a member of more than one Market Cooperative. If ManCave Franchising establishes a Market Cooperative:

(a) Governance. Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date, determined by ManCave Franchising. ManCave Franchising may require the Market Cooperative to adopt bylaws or regulations prepared by ManCave Franchising. Unless otherwise specified by ManCave Franchising, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. ManCave Franchising will be entitled to attend and participate in any meeting of a Market Cooperative. Any ManCave business owned by ManCave Franchising in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, ManCave Franchising may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.

(b) Purpose. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to ManCave Franchising's approval) standardized promotional materials for use by the members in local advertising and promotion.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of ManCave Franchising pursuant to Section 9.1. ManCave Franchising may designate the national or regional advertising agencies used by the Market Cooperative.

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% and not more than 5% of Gross Sales.

(e) Enforcement. Only ManCave Franchising will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) Termination. ManCave Franchising may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Marketing Fund.

9.5 Required Local Marketing Spending. Franchisee shall spend at least 2% of Gross Sales each month on marketing the Business. Within 10 days after request of ManCave Franchising, Franchisee shall furnish proof of its compliance with this Section. ManCave Franchising has the sole discretion to determine in good faith what activities constitute "marketing" under this Section. If Franchisee contributes to a Market Cooperative, the amount of the contribution will be counted towards Franchisee's required spending under this Section.

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

ARTICLE 10. RECORDS AND REPORTS

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

10.2 Reports.

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

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

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

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

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

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

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

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

10.4 Business Records. Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but

not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as ManCave Franchising may specify in the Manual or otherwise in writing.

10.5 Records Audit. ManCave Franchising may examine and audit all books and records related to the Business (other than personnel records of Franchisee's employees), and supporting documentation, at any reasonable time. ManCave Franchising may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by ManCave Franchising. Franchisee shall also reimburse ManCave Franchising for all costs and expenses of the examination or audit if (i) ManCave Franchising conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Sales by 3% or more for any calendar month period.

ARTICLE 11. FRANCHISOR RIGHTS

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

11.2 Inspections. ManCave Franchising may enter the premises of the Business at any reasonable time (including during normal business hours) and conduct an inspection. ManCave Franchising will use reasonable efforts to not disrupt Franchisee's business operations during any such inspection. Franchisee shall cooperate with ManCave Franchising's inspectors. The inspection may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. ManCave Franchising may videotape and/or take photographs of the inspection and the Business. ManCave Franchising may set a minimum score requirement for inspections, and Franchisee's failure to meet or exceed the minimum score will be a default under this Agreement. Without limiting ManCave Franchising's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an inspection. If ManCave Franchising conducts an inspection because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed inspection), then ManCave Franchising may charge all out-of-pocket expenses plus its then-current inspection fee to Franchisee.

11.3 ManCave Franchising's Right to Cure. If Franchisee breaches or defaults under any provision of this Agreement, ManCave Franchising may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse ManCave Franchising for its costs and expenses in curing such default.

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

11.5 Business Data. All customer data collected or generated by the Business and all data collected or generated by the point-of-sale system (other than data regarding employees) is deemed to be Confidential Information and is exclusively owned by ManCave Franchising. ManCave Franchising hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement.

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

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

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

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

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

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

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

11.13 Temporary Public Safety Closure. If ManCave Franchising discovers or becomes aware of any aspect of the Business which, in ManCave Franchising's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon ManCave Franchising's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition. ManCave Franchising shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

ARTICLE 12. MARKS

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

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

12.3 Infringement.

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

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

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

12.4 Name. If Franchisee is an entity, it shall not use the word "ManCave" in its legal name.

ARTICLE 13. COVENANTS

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

13.2 Covenants Not to Compete.

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

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor within five miles of Franchisee's Territory or within five miles of the territory of any other ManCave business operating on the date of expiration, termination, or transfer, as applicable. If this Agreement is terminated before the Territory is determined, then the area of non-competition will be the Development Area and within five miles of the territory of any other ManCave business operating on the date of termination. If a given ManCave business does not have a defined territory, then for purposes of this Section its territory will be deemed to be a 3-mile radius.

(c) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any arbitrator or court, then the parties intend that the arbitrator or court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of ManCave Franchising. Franchisee agrees that the existence of any claim it may have against ManCave Franchising shall not constitute a defense to

the enforcement by ManCave Franchising of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

13.3 General Manager and Key Employees. Franchisee shall cause its general manager and other key employees reasonably designated by ManCave Franchising to sign ManCave Franchising's then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Franchisee. Franchisee may terminate this Agreement only if ManCave Franchising violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective 10 days after ManCave Franchising receives written notice of termination.

14.2 Termination by ManCave Franchising.

(a) Subject to 10-Day Cure Period. ManCave Franchising may terminate this Agreement if Franchisee does not make any payment to ManCave Franchising when due, or if Franchisee does not have sufficient funds in its account when ManCave Franchising attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after ManCave Franchising gives notice to Franchisee of such breach.

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

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

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

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

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

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

(v) Franchisee loses possession of the Location;

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

(vii) Franchisee ceases operation of the Business for more than five consecutive days, or ManCave Franchising concludes that Franchisee has ceased operation of the Business;

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

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

(x) the Business is operated in a manner which, in ManCave Franchising's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from ManCave Franchising or otherwise);

(xi) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;

(xii) ManCave Franchising (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate) (provided that termination of a Multi-Unit Development Agreement with Franchisee or its affiliate shall not give ManCave Franchising the right to terminate this Agreement);

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

(xiv) Franchisee or any Owner is accused by any governmental authority or third party of any act, or if Franchisee or any Owner commits any act or series of acts, that in ManCave Franchising's opinion is reasonably likely to materially and unfavorably affect the ManCave brand.

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

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

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

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

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

14.4 Remove Identification. Within 30 days after termination or expiration, Franchisee shall at its own expense "de-identify" the Location so that it no longer contains the Marks, signage, or any trade dress of a ManCave business, to the reasonable satisfaction of ManCave Franchising. Franchisee shall comply with any reasonable instructions and procedures of ManCave Franchising for de-identification. If Franchisee fails to do so within 30 days after this Agreement expires or is terminated, ManCave Franchising may enter the Location to remove the Marks and de-identify the Location. In this event, ManCave Franchising will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by ManCave Franchising.

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

14.6 Purchase Option. When this Agreement expires or is terminated, ManCave Franchising will have the right (but not the obligation) to purchase any or all of the assets related to the Business, and/or to require Franchisee to assign its lease or sublease to ManCave Franchising. To exercise this option, ManCave Franchising must notify Franchisee no later than 30 days after this Agreement expires or is terminated. The purchase price for all assets that ManCave Franchising elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee's last filed tax returns or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. ManCave Franchising's purchase will be of assets only (free and clear of all

liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, or any goodwill or "going concern" value for the Business. ManCave Franchising may withdraw its exercise of the purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by ManCave Franchising. If ManCave Franchising exercises the purchase option, ManCave Franchising may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts paid or to be paid by ManCave Franchising to cure defaults under Franchisee's lease and/or amounts owed by Franchisee to third parties. If any of the assets are subject to a lien, ManCave Franchising may pay a portion of the purchase price directly to the lienholder to pay off such lien. ManCave Franchising may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. ManCave Franchising may assign this purchase option to another party.

ARTICLE 15. TRANSFERS

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

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

(i) ManCave Franchising receives a transfer fee equal to $10,000 plus any broker fees and other out-of-pocket costs incurred by ManCave Franchising;

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

(iii) the proposed Transferee is not a Competitor;

(iv) the proposed Transferee executes ManCave Franchising's then-current form of franchise agreement and any related documents, which form may contain materially different provisions than this Agreement (provided, however, that the proposed Transferee will not be required to pay an initial franchise fee);

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

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

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

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

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

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

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

15.5 ManCave Franchising's Right of First Refusal. Before Franchisee (or any Owner) engages in a Transfer (except under Section 15.3, to a co-Owner, or to a spouse, sibling, or child of an Owner), ManCave Franchising will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to ManCave Franchising a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of ManCave Franchising's receipt of such copy, ManCave Franchising will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that ManCave Franchising may substitute cash for any other form of payment). If ManCave Franchising does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

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

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

ARTICLE 16. INDEMNITY

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

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

ARTICLE 17. DISPUTE RESOLUTION

17.1 Arbitration.

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

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

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

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

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

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

17.2 Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages expressly authorized by federal statute and damages expressly authorized by this Agreement.

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

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

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

17.6 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

ARTICLE 18. MISCELLANEOUS

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

18.2 No Third-Party Beneficiaries. Except as stated in Article 16, this Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, ManCave Franchising, and ManCave Franchising's affiliates.

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

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

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

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

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

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

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to ManCave Franchising, addressed to 950 Peninsula Corporate Circle, Suite 1020, Boca Raton, FL 33487. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, ManCave Franchising may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

18.10 Holdover. If Franchisee continues operating the Business after the expiration of the term without a renewal agreement or successor franchise agreement executed by the parties in accordance with Section 3.2, then at any time (regardless of any course of dealing by the parties), ManCave Franchising may by giving written notice to Franchisee (the "Holdover Notice") either (i) require Franchisee to cease operating the Business and comply with all post-closing obligations

effective immediately upon giving notice or effective on such other date as ManCave Franchising specifies, or (ii) bind Franchisee to a renewal term of 5 years, collect the renewal fee this Agreement specified in Section 3.2(v), and deem Franchisee and its Owners to have made the general release of liability described in Section 3.2(vi).

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

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

[*Signatures on next page*]

Agreed to by:

FRANCHISOR:

MANCAVE FRANCHISING, LLC

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

FRANCHISEE:

[*if an individual:*]

_____
Name: _____
Date: _____

[*if an entity:*]

_____

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

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

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

Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

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

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

State: _____

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

Name	Shares or Percentage of Ownership

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

Name	Title

Attachment 2 to Franchise Agreement

LOCATION ACCEPTANCE LETTER

To: _____

This Location Acceptance Letter is issued by ManCave Franchising, LLC for your ManCave franchise in accordance with Section 6.1 of the Franchise Agreement.

1. The Location of the Business is:

   _____

2. The Territory of the Business is:

   _____

MANCAVE FRANCHISING, LLC

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

Attachment 3 to Franchise Agreement

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this "Guaranty") is executed by the undersigned person(s) (each, a "Guarantor") in favor of ManCave Franchising, LLC, a Florida limited liability company ("ManCave Franchising").

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

Guarantor agrees as follows:

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

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

owned by ManCave Franchising or its affiliates (except for Confidential Information which ManCave Franchising licenses from another person or entity). This Section will survive the termination or expiration of the Franchise Agreement indefinitely.

3. Covenants Not to Compete.

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

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor located within five miles of Franchisee's Territory or within five miles of the territory of any other ManCave business operating on the date of expiration, termination, or transfer, as applicable. If the Franchise Agreement is terminated before the Territory is determined, then the area of non-competition will be the Development Area and within five miles the territory of any other ManCave business operating on the date of termination. If a given ManCave business does not have a defined territory, then for purposes of this Section its territory will be deemed to be a 3-mile radius.

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

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

5. Governing Law; Dispute Resolution. This Guaranty shall be governed by and construed in accordance with the laws of the state of Florida (without giving effect to its principles of conflicts of law). The parties agree that any Florida law for the protection of franchisees or business opportunity purchasers (including the Florida Sale of Business Opportunities Act) will not apply unless its jurisdictional requirements are met independently without reference to this Section 5. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to ManCave Franchising all costs incurred by ManCave Franchising (including reasonable attorney fees) in

enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Agreed to by:

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

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

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

Attachment 4 to Franchise Agreement

CERTIFICATION OF FRANCHISOR'S COMPLIANCE

By signing below, the undersigned acknowledges the following:

(1) The undersigned understands all the information in ManCave Franchising's Disclosure Document.

(2) The success or failure of the Business will depend in large part upon Franchisee's skills, abilities and efforts and those of the persons Franchisee employs, as well as many factors beyond Franchisee's control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, and the marketplace.

(3) That no person acting on ManCave Franchising's behalf made any statement or promise regarding the costs involved in operating a ManCave franchise that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(4) That no person acting on ManCave Franchising's behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in the Disclosure Document.

(5) That no person acting on ManCave Franchising's behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn, or the total amount of revenue a ManCave franchise will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(6) That no person acting on ManCave Franchising's behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document.

(7) The undersigned understands that this Agreement contains the entire agreement between ManCave Franchising and Franchisee concerning the ManCave franchise, which means that any oral or written statements not set out in this Agreement will not be binding. In deciding to enter into this Agreement, the undersigned is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the Disclosure Document.

None of the representations here are intended to act nor shall they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law or under the Washington Franchise Investment Protection Act.

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

EXHIBIT C

MULTI-UNIT DEVELOPMENT AGREEMENT

This Multi-Unit Development Agreement (this "MUDA") is made between ManCave Franchising, LLC, a Florida limited liability company ("ManCave Franchising") and _____, a _____ _____ ("Franchisee") on the Effective Date.

Background Statement: On the same day as they execute this MUDA, ManCave Franchising and Franchisee have entered into a Franchise Agreement for the franchise of a ManCave business (the "Franchise Agreement"; capitalized terms used but not defined in this MUDA have the meanings given in the Franchise Agreement). ManCave Franchising and Franchisee desire that Franchisee develop multiple ManCave businesses.

1. Multi-Unit Commitment.

(a) Development Schedule; Fee. Franchisee shall develop and open ManCave businesses on the following schedule:

Store #	Deadline for Opening	Total # of Stores to be Open and Operating on Deadline	Initial Franchise Fee
1		1	$_____
2		2	$_____
3		3	$_____
4		4	$_____
5		5	$_____
		Total Initial Franchise Fee:	

(b) Payment**.** Upon execution of this MUDA, Franchisee shall pay the total Initial Franchise Fee to ManCave Franchising. The Initial Franchise Fee is non-refundable.

2. Form of Agreement. For Store #1, Franchisee and ManCave Franchising have executed the Franchise Agreement simultaneously with this MUDA. For each additional ManCave franchise, Franchisee shall execute ManCave Franchising's then-current standard form of franchise agreement no later than three business days after Franchisee leases or acquires a location. This MUDA does not give Franchisee the right to construct, open, or operate a ManCave business, and Franchisee acknowledges that Franchisee may construct, open, and operate each ManCave business only pursuant to a separate franchise agreement executed pursuant to this MUDA for each such ManCave business.

3. Development Area. Franchisee shall locate each ManCave business it develops under this MUDA within the following area: _____ _____ (the "Development Area"). Franchisee acknowledges that it does not have exclusive rights to develop, open or operate ManCave businesses in the Development Area.

4. Default and Termination. ManCave Franchising may terminate this MUDA by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee fails to satisfy the development schedule; or

(ii) ManCave Franchising has the right to terminate any franchise agreement between ManCave Franchising and Franchisee (or any affiliate thereof) due to Franchisee's default thereunder (whether or not ManCave Franchising actually terminates such franchise agreement).

5. Limitation of Liability. Franchisee's commitment to develop ManCave businesses is in the nature of an option only. If ManCave Franchising terminates this MUDA for Franchisee's default, Franchisee shall not be liable to ManCave Franchising for lost future revenues or profits from the unopened ManCave businesses. Franchisee may terminate this MUDA at any time.

6. Conditions. Franchisee's right to develop each ManCave franchise after the Store #1 is subject to the following:

(i) Franchisee must possess sufficient financial and organizational capacity to develop, open, operate, and manage each additional ManCave business, in the reasonable judgment of ManCave Franchising, and

(ii) Franchisee must be in full compliance with all brand requirements at its open ManCave businesses, and not in default under any Franchise Agreement or any other agreement with ManCave Franchising.

7. Dispute Resolution; Miscellaneous. The laws of the State of Florida (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Florida law for the protection of franchisees or business opportunity purchasers (including the Florida Sale of Business Opportunities Act) will not apply unless its jurisdictional requirements are met independently without reference to this Section 7. Franchisee shall not Transfer this MUDA without the prior written consent of ManCave Franchising, and any Transfer without ManCave Franchising's prior written consent shall be void. The provisions of Article 17 (Dispute Resolution) and Article 18 (Miscellaneous) of the Franchise Agreement apply to and are incorporated into this MUDA as if fully set forth herein.

[*Signatures on Next Page*]

Agreed to by:

FRANCHISOR:

MANCAVE FRANCHISING, LLC

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

FRANCHISEE:

[*if an individual:*]

_____
Name: _____

[*if an entity:*]

_____

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

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

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

EXHIBIT D

RIDER TO LEASE AGREEMENT

Landlord: _____
Notice Address: _____
_____
_____
Telephone: _____

Franchisor: ManCave Franchising, LLC
Notice Address: 950 Peninsula Corporate Circle, Suite 1020, Boca Raton, FL 33487
Telephone: 561-789-5153

Tenant: _____

Leased Premises: _____

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

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

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

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

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor or its affiliate, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease unless otherwise agreed by Landlord. If Franchisor or its affiliate becomes the lessee of the Leased Premises, then Franchisor shall have the right to assign or sublease its lease to a franchisee of the ManCave brand. Any provision of the Lease which limits Tenant's right to own or operate other ManCave outlets in proximity to the Leased Premises shall not apply to Franchisor or its affiliates.

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

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

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

Executed by:

LANDLORD:

_____

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

TENANT:

_____

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

FRANCHISOR:

MANCAVE FRANCHISING, LLC

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

EXHIBIT E

FORM OF GENERAL RELEASE

[*This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.*]

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of ManCave Franchising, LLC, a Florida limited liability company ("ManCave Franchising").

Background Statement: [*describe circumstances of Release*]

Releasor agrees as follows:

1. Release. Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties")) hereby releases ManCave Franchising, its affiliates, and their respective directors, officers, shareholders, employees, franchise sellers, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, "Claims").

2. Covenant Not to Sue. Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.

3. Representations and Acknowledgments. Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

4. Miscellaneous. If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that ManCave Franchising reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof.

5. State Addenda.

[Maryland Residents]: This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[Washington Residents]: A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the franchise agreement is in effect and where the parties are represented by independent counsel.

Agreed to by:

_____

Name: _____

Date: _____

EXHIBIT C

MULTI-UNIT DEVELOPMENT AGREEMENT

EXHIBIT C

MULTI-UNIT DEVELOPMENT AGREEMENT

This Multi-Unit Development Agreement (this "MUDA") is made between ManCave Franchising, LLC, a Florida limited liability company ("ManCave Franchising") and _____, a _____ _____ ("Franchisee") on the Effective Date.

Background Statement: On the same day as they execute this MUDA, ManCave Franchising and Franchisee have entered into a Franchise Agreement for the franchise of a ManCave business (the "Franchise Agreement"; capitalized terms used but not defined in this MUDA have the meanings given in the Franchise Agreement). ManCave Franchising and Franchisee desire that Franchisee develop multiple ManCave businesses.

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3		3	$_____
4		4	$_____
5		5	$_____
		Total Initial Franchise Fee:	

(b) Payment**.** Upon execution of this MUDA, Franchisee shall pay the total Initial Franchise Fee to ManCave Franchising. The Initial Franchise Fee is non-refundable.

2. Form of Agreement. For Store #1, Franchisee and ManCave Franchising have executed the Franchise Agreement simultaneously with this MUDA. For each additional ManCave franchise, Franchisee shall execute ManCave Franchising's then-current standard form of franchise agreement no later than three business days after Franchisee leases or acquires a location. This MUDA does not give Franchisee the right to construct, open, or operate a ManCave business, and Franchisee acknowledges that Franchisee may construct, open, and operate each ManCave business only pursuant to a separate franchise agreement executed pursuant to this MUDA for each such ManCave business.

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(ii) Franchisee must be in full compliance with all brand requirements at its open ManCave businesses, and not in default under any Franchise Agreement or any other agreement with ManCave Franchising.

7. Dispute Resolution; Miscellaneous. The laws of the State of Florida (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Florida law for the protection of franchisees or business opportunity purchasers (including the Florida Sale of Business Opportunities Act) will not apply unless its jurisdictional requirements are met independently without reference to this Section 7. Franchisee shall not Transfer this MUDA without the prior written consent of ManCave Franchising, and any Transfer without ManCave Franchising's prior written consent shall be void. The provisions of Article 17 (Dispute Resolution) and Article 18 (Miscellaneous) of the Franchise Agreement apply to and are incorporated into this MUDA as if fully set forth herein.

[*Signatures on Next Page*]

Agreed to by:

FRANCHISOR:

MANCAVE FRANCHISING, LLC

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

FRANCHISEE:

[*if an individual:*]

_____
Name: _____

[*if an entity:*]

_____

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

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

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

EXHIBIT D

2024 FINANCIAL STATEMENTS

MANCAVE FRANCHISING, LLC.

FINANCIAL STATEMENTS

AS OF DECEMBER 31, 2024 AND 2023 AND

FOR THE YEARS ENDED

DECEMBER 31, 2024, 2023 AND 2022

With

Independent Auditor's Report Thereon

MANCAVE FRANCHISING, LLC
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TOM KEYS, CPA*, CGMA
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ANDREW E. WEISNER, CPA*

BARBARA AHEARN-DUNN, EA
JACQUELINE CARTIER, EA
BENJAMIN CROMER, EA

Divine Blalock Martin Sellari LLC
Est. in 1932

Certified Public Accountants and Consultants
580 Village Boulevard, Suite 110
West Palm Beach, FL 33409
Phone: (561) 686-1110 Fax: (561) 686-1330
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MEMBERS
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

WILBUR F. DIVINE, III, CPA (1896-1964)
WILBUR F. DIVINE, IV, CPA (1925-1989)
JAMES A. BLALOCK, CPA (1914-1996)
G. MICHAEL MARTIN, CPA (1945-2014)

*REGULATED BY THE STATE OF FL
**REGULATED BY THE STATE OF FL AND THE STATE OF NY
****REGULATED BY THE STATE OF FL AND THE STATE OF NJ
****REGULATED BY THE STATE OF NY

INDEPENDENT AUDITOR'S REPORT

To the Member's
Mancave Franchising, LLC
Boca Raton, FL

Opinion

We have audited the accompanying financial statements of Mancave Franchising, LLC (a Florida Limited Liability Company) which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income, changes in member's equity, and cash flows for the years ended December 31, 2024, 2023 and 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 Mancave Franchising, LLC as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years ended December 31, 2024, 2023 and 2022 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Mancave 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.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, 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 Mancave 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 Mancave 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.

Divine, Blalock, Martin & Sellari, LLC

West Palm Beach, Florida
May 28, 2025

MANCAVE FRANCHISING, LLC
BALANCE SHEETS
AS OF DECEMBER 31, 2024 AND 2023

	2024	2023
ASSETS		
Current Assets		
Cash and cash equivalents	$ 447,699	$ 41,584
Accounts receivable	-	60,000
Due from related party	184,921	-
Total Current Assets	632,620	101,584
Investment in Mancaves	1,190,000	2,012,000
Total Assets	$ 1,822,620	$ 2,113,584
LIABILITIES AND MEMBER'S EQUITY		
Current Liabilities		
Accounts payable	$ -	$ -
Due to related party	11,409	-
Deferred franchise revenue - short term	1,700	19,900
Total Current Liabilities	13,109	19,900
Long-Term Liabilities		
Deferred franchise revenue - long term	14,625	-
Shareholder loans payable	342,031	986,770
Total Long-Term Liabilities	356,656	986,770
Total Liabilities	369,765	1,006,670
Member's Equity		
Member's equity	1,452,855	1,106,914
Total Member's Equity	1,452,855	1,106,914
Total Liabilities and Member's Equity	$ 1,822,620	$ 2,113,584

The accompanying notes are an integral part of these financial statements.

MANCAVE FRANCHISING, LLC
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2024, 2023 AND 2022

	2024	2023	2022
Revenue			
Franchise fees	$ 173,575	$ 281,880	$ 19,900
Royalty fees	223,476	133,481	69,933
Other income	-	300	-
Total Revenue	397,051	415,661	89,833
Operating Expenses			
Advertising and marketing	341	13,433	2,573
Licenses	591	431	506
Bad debts	60,000	-	-
Bank charges	75	120	334
Computer and software expenses	10,500	-	-
Franchise development	21,610	24,419	-
Franchise expenses	57,061	82,669	-
Insurance	36,574	-	-
Meals and entertainment	361	64	115
Office Expenses	2,987	3,195	-
Office rent	45,099	1,762	4,498
Professional fees	27,320	2,336	2,220
Security	1,091	612	-
Total Operating Expenses	263,610	129,041	10,246
Income from operations	133,441	286,620	79,587
Other Income (Expense):			
Interest expense	-	-	-
Gain on sale of investments	35,000	-	-
Total other income (expense)	35,000	-	-
Net Income	$ 168,441	$ 286,620	$ 79,587

The accompanying notes are an integral part of these financial statements.

MANCAVE FRANCHISING, LLC
STATEMENTS OF CHANGES IN MEMBER'S EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2024, 2023 AND 2022

	2023	2023	2022
Balance at January 1	$ 1,106,914	$ 447,325	$ 278,254
Member contributions/(distributions), net	177,500	372,969	89,484
Net income	168,441	286,620	79,587
Balance at December 31	$ 1,452,855	$ 1,106,914	$ 447,325

The accompanying notes are an integral part of these financial statements.

MANCAVE FRANCHISING, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2024, 2023 AND 2022

	2024	2023	2022
Cash Flows From Operating Activities:			
Net income	$ 168,441	$ 286,620	$ 79,587
Adjustments to reconcile net income to net cash used in operating activities:			
Gain on disposal of investments	(35,000)	-	-
Decrease (Increase) in operating assets:			
Accounts receivable	60,000	(60,000)	-
Increase (Decrease) in operating liabilities:			
Accounts payable	-	-	(10,277)
Deferred franchise revenue	(3,575)	19,900	(19,900)
Net Cash Provided by Operating Activities	189,866	246,520	49,410
Cash flows from in investing activities:			
Proceeds from sale of investments	857,000	-	104,762
Purchase of Investment in Mancaves	-	(850,000)	(362,000)
Net cash flows used in investing activities:	857,000	(850,000)	(257,238)
Cash Flows From Financing Activities:			
Member contributions/(distributions), net	177,500	372,969	89,484
Due from related party, net	(173,512)	-	-
Proceeds from (repayment) to shareholder loans	(644,739)	(175,230)	362,000
Net Cash (Used) Provided by Financing Activities	(640,751)	197,739	451,484
Net increase (decrease) in cash & cash equivalents	406,115	(405,741)	243,656
Cash and Cash Equivalents at Beginning of Year	$ 41,584	$ 447,325	203,669
Cash and Cash Equivalents at End of Year	$ 447,699	$ 41,584	$ 447,325

The accompanying notes are an integral part of these financial statements.

MANCAVE FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2024 AND 2023 AND
FOR THE YEARS ENDED DECEMBER 31, 2024, 2023 AND 2022

NOTE 1 – BUSINESS ACTIVITY

Mancave Franchising, LLC ("The Company") was formed in the state of Florida in 2016; the Company is in the business of offering and selling franchises to entrepreneurs who want to own and operate their own Mancave barber shop. Unless otherwise indicated, the terms "we," "us," "our," and "Company" refer to Mancave Franchising, LLC.

Affiliate

Mancave Franchising, LLC has an affiliated company, Interiors of America, LLC, a Florida limited liability company. Interiors of America, LLC, is a supplier of construction services to the franchisees and to unrelated third parties. Interiors of America, LLC has not previously offered franchises in this or any other line of business.

Mancave Franchising, LLC also has several corporate franchises located in the state of Florida. Each franchise is operated under the trade name "ManCave for Men" and functions as a standalone entity that are owned by Mancave for Men, LLC.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Company's policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when received, and expenses are recognized when the obligation is incurred rather than when cash is disbursed.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable are non-interest-bearing obligations due under normal trade terms carried out at the amount management expects to collect. Account balances are delinquent if payments have not been received by the Company for 90 days. Included in accounts receivable are initial franchise fees, monthly royalties and related fees due from franchisees. At December 31, 2024 and 2023, the amount due was $0 and $60,000, respectively.

Management evaluates the collectability of receivables at each reporting date, considering factors such as historical collection patterns, the aging of accounts, and known economic or operational risks. For the years ended December 31, 2024 and 2023, the company had credit losses of $60,000 and $0, respectively.

Property and Equipment

Property and equipment are stated at cost. Depreciation and amortization are generally provided using the straight-line method over the estimated useful lives of the related assets which ranges between 5 to 15 years.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Long-Lived Assets

Long-lived assets held and used by the Company are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. In the event that facts and circumstances indicate that the cost of any long-lived assets may be impaired, an evaluation of recoverability would be performed.

Compensated Absences

Employees compensated absences are not accrued as of December 31, 2024 and 2023, because no reasonable estimate of the amount can be made.

Advertising Costs

Advertising costs are expensed when incurred. Advertising expense amounted to $341, $13,433 and $2,573 and for the years ended December 31, 2024, 2023 and 2022, respectively.

Concentrations of Credit Risk

The Company maintains cash in bank and deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

Income Taxes

Certain transactions of the Company may be subject to accounting methods for income tax purposes that differ significantly from the accounting methods used in preparing the financial statements in accordance with generally accepted accounting principles. Accordingly, the taxable income of the Company reported for federal and state income tax purposes may differ from net income in these financial statements.

As a limited liability company, income or loss of the Company is allocated to the members. No provision for federal or state income taxes is necessary because any income or loss is includable in the tax returns of the individual members. Local income taxes, if any, are paid by the Company. The Company was not subject to any local income taxes for the period ended December 31, 2024.

The Company's tax returns are subject to possible examination by the taxing authorities. For federal income tax purposes, the tax returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

The Company accounts for uncertain tax positions in accordance with ASC 740-10, *Accounting for Uncertainty in Income Taxes.* ASC 740-10 prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC 740-10 also provides guidance on de-recognition, classification, interest and penalties, and disclosure and transition accounting. The Company has concluded that no liability for uncertain tax positions is required at December 31, 2024.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (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, and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by the Company's management include, but are not limited to, allowances for doubtful accounts and contracts receivable, the allowance for losses on contracts in process and the percentage of completion on uncompleted contracts. Actual results could materially differ from those estimates.

Revenue Recognition

The Company's revenue recognition policies are in compliance with accounting standards ASC Topic 606, *Revenue from Contracts with Customers*. The new guidance includes the following five-step revenue recognition model:

- Identify the contract with the customer
- Identify the performance obligation in the contract
- Determine the transaction price
- Allocate the transaction price to performance obligations
- Recognize revenue when (or as) each performance obligation is satisfied

In 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU), *Franchisors-Revenue from Contracts with Customers (Subtopic 952-606) Practical Expedient.* This new practical expedient will allow franchisors that are not public business entities to account for pre-opening services provided to a franchise as a single performance obligation if the services are in line with the services listed within the guidance, and they meet certain other conditions.

The Company recognizes franchise royalties and system advertising on a monthly basis, which are generally based upon a percentage of sales made by the Company's franchises, when they are earned and deemed collectible.

Fair Value of Financial Assets and Liabilities

We measure and disclose certain financial assets and liabilities at fair value. ASC Topic 820, Fair Value Measurements and Disclosures, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Fair Value of Financial Assets and Liabilities, continued

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

We utilize the active market approach to measure fair value for our financial assets and liabilities. We report separately each class of assets and liabilities measured at fair value on a recurring basis and include assets and liabilities that are disclosed but not recorded at fair value in the fair value hierarchy.

Recently Issued and Adopted Accounting Pronouncements

In June 2016, the FASB issued ASU 2016-13, Measurement of Credit Losses on Financial Instruments which significantly changed how entities will measure credit losses for most financial assets and certain other instruments that aren't measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model.

Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the Company that are subject to the guidance in FASB ASC 326 were trade accounts receivable. The Company adopted the standard effective December 15, 2022. The impact of the adoption was not considered material to the financial statements and primarily resulted in new disclosures.

The Company's management has evaluated recently issued accounting pronouncements through the date of this report and concluded that they will not have a material effect on the financial statements as of December 31, 2024 and 2023.

NOTE 3 – INVESTMENTS IN MANCAVES

The Company has made investments in Mancave for Men Barbershops located in Florida. The investment per location ranges from $90,000 to a high of $190,000. The investments may be sold to recover the initial investment and for a franchise fee per location. During the year ended December 31, 2024, the Company sold 3 Mancave for Men barbershops for a net gain of $35,000, which is reflected on the Statement of Income. The total investment of the locations as of December 31, 2024 and 2023 totaled $1,190,000 and $2,012,000, respectively.

NOTE 4 – DEFERRED REVENUE

Deferred revenue represents an allocated amount of the initial franchise fee for the license portion, which is amortized over the term of the agreement, and the unearned portion of the initial franchise fee for the contractual obligations of the Company that have not yet been performed. The amount deferred as of December 31, 2024 and 2023 were $16,325 and $19,900, respectively.

NOTE 5 – RELATED PARTY TRANSACTIONS

As of December 31, 2024 and 2023 the Company had related party receivables of $184,921and $0, respectively. The Company also had related party payables of $11,409 and $0 for the years ended December 31, 2024 and 2023, respectively. The related parties are entities owned by one of the Company's members. The amounts are non-interest bearing and have no formal repayment terms and are due on demand.

Due to Member

The Company's' majority member provided loans to the Company to fund operations and investments being made. The interest rate being charged is zero percent and the loan has no stated repayment terms. The balance as of December 31, 2024 and 2023 were $342,031 and $986,770, respectively.

NOTE 6 – COMMITMENTS AND CONTINGENCIES

The company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the company.

NOTE 7 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through May 28, 2025 the date which the financial statements were available to be issued and nothing has occurred that would require disclosure.

EXHIBIT E

FRANCHISED OUTLETS

Franchisee	Individual Contact	Address	Phone
Boynton Beach East	Elizabeth Aiu	1503 Federal Highway Boynton Beach, FL 34435	561-350-9857
Coral Springs	Maurice Webb	2057 N University Dr Coral Springs, FL 33071	954-767-7421
Downtown SRQ	Ibrahim Saad	1415 1st st. Sarasota, FL 34236	941-363-6356
Miramar	Ralf Zen Eckell	Miramar Pkwy unit 280, Miramar, FL 33025	305-497-3049
Palm Beach Gardens	Meggy Lariviere	2512 PGA Boulevard Palm Beach Gardens, FL 33410	561-413-4333
Palmetto Bay Station	Tito	17945 SW 97th Ave Suite 107 Palmetto Bay, FL 33157	305-921-9698
Pineapple Grove	Audrey Mulateri	107 NE 2nd Avenue Delray Beach, FL 33444	561-808-4615
Plantation	Stas Holodny	1029 S University Dr. Plantation, FL 33324	954-302-3030
Port St Lucie	Philippe St. Pierre	1465 Southwest Gatlin Blvd Port St. Lucie, FL 34953	305-497-3049
River Landing Miami	George Nader	1440 NW N River Dr. Suite 194 Miami, FL 33125	305-363-5741
Royal Palm Plaza	Kandis Renninger	310 Via De Palmas Boca Raton, FL 33432	561-961-4626
St. Pete	Lucy and Mike	121 2nd Ave N c107 St Petersburg, FL 33701	727-388-9900
Sarasota UTC	Ibrahim Saad	257 N. Cattlemen Road, Unit 89 Sarasota, FL 34243	313-641-1151
Waterside Sarasota	Ibrahim Saad	1561 Lakefront Drive, Unit C103 Sarasota, FL 34240	313-641-1151
Williston ND	Ashley Aos	3210 27th Street W, Suite 107 Williston, ND 58801	701-739-2971

1. Note: Some franchisees own more than one location.

EXHIBIT F

STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registrations in the following states having franchise disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	Pending
North Dakota	Pending
New York	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT G

TABLE OF CONTENTS MANCAVE FOR MEN OPERATIONS MANUAL

MANCAVE FOR MEN
FRANCHISE OPERATIONS MANUAL

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Establishing My Franchise Business	35
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Daily Procedures	21
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EXHIBIT H

STATE SPECIFIC ADDENDA

CALIFORNIA ADDENDUM

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a Disclosure Document, approved by the Department Of Business Oversight, prior to a solicitation of a proposed material modification of an existing franchise.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF BUSINESS OVERSIGHT NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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

Neither franchisor nor any person or franchise broker in Item 2 of this Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

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

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

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

The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the

Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

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

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

3. The following paragraph is added at the end of Item 19 of the Disclosure Document:

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 Paramount business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

NORTH DAKOTA ADDENDUM

Notwithstanding anything to the contrary set forth in the ABC, Inc. Franchise Disclosure Document or Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all abc Seamless® franchises offered and sold in the state of North Dakota:

The North Dakota Addendum is only applicable if you are a resident of North Dakota or if your business will be located in North Dakota.

1. The North Dakota Securities Commissioner has determined that it is unfair and unequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to sign a general release upon renewal of the Franchise Agreement. Therefore, the requirement that the franchisee signs a release upon renewal of the Franchise Agreement is deleted from Item 17c. and from any other place it appears in the Disclosure Document or in the Franchise Agreement.

2. Item 17r. is revised to provide that covenants not to compete, such as those mentioned in Item 17r. of the Disclosure Document are generally considered unenforceable in the state of North Dakota.

3. Any references in the Disclosure Document and in the Franchise Agreement and to any requirement to consent to a waiver of exemplary and punitive damages are deleted.

4. Any references in the Disclosure Document and in the Franchise Agreement to any requirement to consent to a waiver of trial by jury are deleted.

6. Any claims arising under the North Dakota franchise law will be governed by the laws of the State of North Dakota.

7. The prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorneys' fees.

8. Any references in the Disclosure Document and in the Franchise Agreement requiring franchisee to consent to termination penalties or liquidated damages are deleted.

9. The North Dakota Securities Commissioner has determined that it is unfair, unjust, or inequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to consent to the jurisdiction of courts located outside of North Dakota or to arbitration or mediation at a site that is remote from the site of the franchisee's business. Therefore, any references in Item 17(v) of the Disclosure Document and any requirement in Section 19 of the Franchise Agreement that the franchisee consents to the jurisdiction of courts located outside of North Dakota or to arbitration or mediation at a site located outside of North Dakota are deleted.

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

EXHIBIT I

RECEIPTS

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If ManCave Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If ManCave 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 to your state authority listed on Exhibit A.

The name and principal business address and telephone number of each franchise seller offering the franchise is:

Emad Aovida
950 Peninsula Corporate Circle
Suite 1020
Boca Raton, Florida 33487
561-789-5153

Issuance Date: June 15, 2025

I received a Disclosure Document dated _____, that included the following Exhibits:

EXHIBIT A: List of State Franchise Administrators and Agents for Service of Process
EXHIBIT B: Franchise Agreement
EXHIBIT C: Multi-Unit Development Agreement
EXHIBIT D: Financial Statements of ManCave Franchising, LLC
EXHIBIT E: Franchised Outlets
EXHIBIT F: State Effective Dates
EXHIBIT G: Table of Contents for ManCave for Men Operations Manual
EXHIBIT H: State Specific Addenda
EXHIBIT I: Receipts

Date Received: _____
(If other than date signed)

DATE: _____

Print Name: _____
Print Address: _____
City, State: _____

_____
(Signature of recipient)

Please return signed receipt to ManCave Franchising, LLC,
950 Peninsula Corporate Circle, Suite 1020
Boca Raton, FL 33487

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Date Received: _____
(If other than date signed)

DATE:_____

Print Name:_____
Print Address: _____
City, State: _____

_____
(Signature of recipient)

KEEP FOR YOUR RECORDS