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Department of
Business Oversight

UNIFORM FRANCHISE DISCLOSURE DOCUMENT

Mountain Man Nut & Fruit Co.

A Colorado Corporation
10338 S. Progress Way, Parker, Colorado 80134
303-841-4041
www.mtnman.com

Mountain Man Nut & Fruit Co. was formed in 1978 for the purpose of packaging and distributing nuts, dried fruits, trail mixes, candy and snack foods. This is done through a network of distributors (franchisees) working in specific areas and delivering product at regular intervals to consumers at their place of employment.

The total investment necessary to begin operation of a Mountain Man Nut & Fruit Co. franchise is $15,360 to $16,100. This includes $7,500 that must be paid to the Franchisor.

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

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

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

UNIFORM CONSENT TO SERVICE OF PROCESS

Mountain Man Nut & Fruit Co. (a corporation) organized under the laws of the State of Colorado, irrevocably appoint as the officers of the States designated below and their successors in those offices, its attorney in those States for service of notice, process or pleading in an action or proceeding against it arising out of or in connection with the sale of franchises, or a violation of the franchise laws of that State and consents that an action or proceeding against it may be commenced in a court of competent jurisdiction and proper venue within that State by service of process upon this officer with the same effect as if the undersigned was organized or created under the laws of that State, and had lawfully been served with process in that State. Each state in which this application is or will be shortly on file is listed below, and a duplicate original bearing an original signature has been provided to that state.

__X_California: Commissioner of Business Oversight
320 W. 4th Street, Suite 750
Los Angeles, CA 90013-1105

_X_South Dakota: Director of Labor & Regulations
Division of Securities
124 S. Euclid, Suite 104
Pierre, S.D. 57501

__X_Minnesota: Commissioner of Commerce
Department of Commerce
133 E. 7th Street
St. Paul, MN 55101

__X__Washington: Administrator, Division of Securities,
Department of Financial Institutions
PO Box 9033
Olympia, WA 98507-9033

Please mail or send a copy of any notice, process or pleading served under this consent to:

Mountain Man Nut & Fruit Co., 10338 S. Progress Way, Parker, Colorado 80134

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in your State Specific Addendum for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise.

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY EITHER LITIGATION OR ARBITRATION IN THE STATE OF COLORADO. OUT OF STATE LITIGATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE OR ARBITRATE WITH US IN COLORADO THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT COLORADO LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

There are state specific addendums at the end of this Uniform Franchise Disclosure Document. You should refer to this section for additional information.
The agent of service for process for your state is listed in the Additional Protection Addendum by state.

The issuance date of this UFDD is April 18, 2017.

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 registration in the following states having franchise registration and disclosure laws, with the following effective dates:

California	April 20, 2016
Florida	June 26, 2016
Michigan	May 24, 2016
Minnesota	April 26, 2016
South Dakota	May, 12, 2016
Washington	May 26, 2016
Utah	May 6, 2016
Nebraska	One Time Exemption

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1. THE FRANCHISOR AND ITS PREDECESSORS

A. "We" are Mountain Man Nut & Fruit Co., the "Company" or "Mountain Man". "You" includes your owners if a corporation, partnership and other entity.

B. Since October 1983, we have offered Company franchises. We have not offered franchises in any other line of business. We do not do business under any name other than "Mountain Man Nut & Fruit Co." and we have not offered franchises under any other name.

C. Our principal place of business is 10338 South Progress Way, Parker, Colorado 80134. Our predecessor also had its principal place of business in Parker, Colorado. Our contact is David D. Conner, Mountain Man Nut & Fruit Co., 10338 South Progress Way, Parker, Colorado 80134. David's e-mail address is dconner@mtnman.com. The registered agent authorized to receive process in various states is found in the state specific addendum found on pages 40-49 of this Uniform Franchise Disclosure Document. Please reference this for your state's registered agent.

D. We were incorporated in the State of Colorado on August 2, 1978. Our predecessor was a sole proprietorship operated under the name "Mountain Man Nut & Fruit Co." from March, 1977 until August, 1978. This sole proprietorship offered no franchises. The Mountain Man operation provided employment in warehousing, manufacturing, candy making, packaging, and distribution.

E. Our business: We manufacture chocolates, purchase candy, dried fruit and nuts in bulk and repackage them for sale to the public, roast nuts, process mixes of nuts, fruit and candy, and prepare seasonal baskets and gift assortments of candy, dried fruit and nuts ("Products"). We sell our Products to you under the label "Mountain Man Nut & Fruit Co. You sell directly to the public. You offer the Products for sale at offices and businesses within defined territories. This is a year-round business and we do special additional items at various holidays. This franchise does not include any rights to Internet commerce and the contract strictly forbids your setting up internet sites for the sale of our Product. We allow you to have a site located within our company site for your business. We also sell Product through Mountain Man retail stores. We sell retail store franchises as well. We manufacture a line of products under the trademarked name "Rivertrail" which is available to any retail business for resale, as well as to franchisees. We also sell bulk product to various outlets. We do private label products for several companies. Our Products are manufactured in Colorado and Oregon. We have developed a unique system for the processing, packaging and distribution of our Products. We have experience and skill in operating a processing, packaging and distribution center and have developed a system of financial management, all identified by the trademark, service mark and trade name of "Mountain Man Nut & Fruit Co." or "Mountain Man."

Since the business is based on food products, distributors are regulated by local health board codes and regulations. It is possible that there are companies performing similar services as our company.

We offer two types of franchises:

(1) The Distributor Franchise: "You" sell our Products directly to the public at offices and other businesses. You must purchase your Product from us and sell within a restricted area.

(2) A Retail Store Franchise: You open one retail outlet at a specific approved location. You must purchase Product from us or the Product must be approved by us. We approve gift items only for general categories of gifts, not specific vendors.

<u>This Disclosure Document relates solely to the Distributor Franchise described in subparagraph (1) above.</u>

2. BUSINESS EXPERIENCE

Mountain Man Nut & Fruit Co. began doing business in 1977 in Colorado as a packaging and sales facility for nuts, dried fruit and candy. We incorporated in 1978 and have been continuously doing the same type of business to this date. We began offering franchises in 1984 and do so to this date. We have never offered any other type of franchise in any other line of business.

<u>David D. Conner - President</u>.

Our founder, Mr. Conner, started Mountain Man Nut & Fruit Co. in 1977. Mr. Conner has been the President since our incorporation in 1978. Mr. Conner also acts as franchise broker for the company.

Virginia A. Conner - Secretary.

Mrs. Conner has been with Mountain Man Nut & Fruit Co. since its beginning and has been the Secretary of Mountain Man since its incorporation in 1978.

Michael S. Conner - V. President.

After graduating from College in 1990, he has worked in the Company in the financial, customer service, and computer departments. He is Vice-President.

The only predecessor was the unincorporated business from 1977 to 1978. Mountain Man Nut & Fruit Co. is a privately held corporation.

3. LITIGATION

There is no litigation that is required to be disclosed in this Disclosure Document.

4. BANKRUPTCY

No person previously identified in Items 1 or 2 of this Disclosure Document has been involved as a debtor in proceedings under the U.S. Bankruptcy Code required to be disclosed in this Item.

There have been no foreign bankruptcies.

5. INITIAL FRANCHISE FEE

The initial franchise fee is $7500.00

6. FEES

Name of Fee	Amount	Due Date	Remarks
Initial Fee	$7,500	At Signing	Per Territorial Unit See /1 below
Royalty/3	0%	N/A	No royalty on products purchased from Mountain Man
Renewal Fee/3	$100	Upon Renewal	Current $100.
Advertising/3	None		
Interest /3	18% per annum	When account is delinquent	This is for an accounts receivable balance. In no instance will this

			exceed the amount allowed by state
Insurance	$500-$1000 estimated	Before opening	General Liability and auto insurance
Education/2	$75-150	At time of meeting	/1
Assignment/ 3	$1000 to $4000	Sale of route	Assignment is subject to our approval. Fee on schedule.
Additional Training	$250 to $2500	Before training	You must pay for transportation, food and accommodation and a minimum charge or $250 per day for additional training. An all-inclusive fee may be negotiated before training.
Freight	10-40 cents per pound	When product is shipped	Cost of freight varies with carrier, distance and weight of the shipment. You will pay the freight.
Early Sale Penalty/3	$4,000	At time of sale	This penalty may be assessed if route is sold prior to the first 18 months following the date of the Distributor Franchise Agreement.

/1. You must pay a franchise fee of $7,500 per territorial unit when you sign the Distributor Franchise Agreement ("DFA"). A territorial unit is an area that includes approximately 20,000 jobs (people employed at various places of business). If a job base is not available, we use a population base of approximately 70,000 people (See UFDD Item 12B). Job and population bases are determined by means of the internet. (censtats.census.gov/cbpnaic/cbpnaic.shtm/) and (www.bis.gov/oes/) If multiple units are offered, the fee is multiplied by the number of units. The franchise fee is not refundable. This fee covers the cost of your protected area for distribution, two days of field training if required, a cart and baskets, product brochures, ice chests (may not be offered in cooler temperature regions), name tags, a change apron, price gun and labels, distributor handbook, and product knowledge handbook. It does not include any beginning inventory.

/2. We hold meetings to introduce new products, teach sales techniques, and provide general business information. You must come up to four times a year if you live within 150 miles of the meeting location during the initial term of your contract. We pay the cost of the meeting and you pay transportation, food, lodging and other costs of attending.

/3. All fees are payable to us. All fees are non-refundable.

7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT				
Nature of Expenditure	Estimated Expenditure	Payee	When Due	Refund Allowed
Franchise Fee /1	$7,500	Company	Upon signing	No
Inventory/2	$500 to $1,000	Franchisor	Before you Begin operations	Yes*
Working capital/4.	$6,000	Vendors	As incurred	N/A
Storage space	None (use of personal residence assumed—no new expenditures)			N/A
Automobile/3.	None (use of personal vehicle assumed-no new expenditure)			N/A
Licenses /5.	$10 to $150	State or local jurisdictions	Before you begin	N/A
Real Estate	None		N/A	NA/
Total Cash Required: $15,360 to $16,100				

*Inventory is returnable if in marketable condition at our sole discretion.

/1. This fee is non-refundable.

/2. You must purchase a minimum of 250 pounds of Mountain Man products as an initial inventory. The cost of the inventory will vary depending on the mix of products purchased. We estimate that the cost of the minimum inventory will range from $500 to $550. The average initial purchase by you is 400 to 500 pounds at a cost of $1,350 to $1,450. You must prepay the first order to Mountain Man.

/3. You must have automobile liability insurance and a general liability insurance policy. The cost of the automobile policy will depend on the type of vehicle involved and the individual's driving record. We estimate that the initial premiums for insurance will range from $200 to $600.

/4. We estimate initial working capital to be $6,000.

/5. Any applicable state and local licenses required, including sales tax and business licenses. Equipment, fixtures, other fixed assets, construction, remodeling, leasehold improvements, and decorating costs are your responsibility but not normal expenses to start this franchise.

8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase your food inventory exclusively from Mountain Man. In 2016 our revenue from the sale of Products was $5,758,979 or 29 percent of total revenues of $19,674,578. There are no purchase arrangements with other suppliers and Mountain Man does not receive consideration from any other company for product sold to you. The Mountain Man Nut & Fruit Co. franchise is deemed to be a complete franchise in that there is nothing that is required for you to buy outside of Mountain Man Nut & Fruit Co. The franchisor sells to the franchisee at a wholesale price and the franchisee sells to the public at a retail price. The franchisor provides no other material benefit to the franchisee. The franchisor does not negotiate purchase arrangements with suppliers for the benefit of franchisees.

B. You may order business cards. They are currently available from us for $40.00 per thousand or you may use your own printer after copy approval. This price may change without notice.

C. You must furnish us with verification that no less than 70% of your monthly inventory is sold to customers or end users. We will not fill Product reorders without proof of sale of inventory (monthly sales report). This is to prevent the build up of large quantities of unsold merchandise that could threaten your financial viability. See Item 12, Section D for information on sales performance requirements.

D. You must personally sell the Products and are specifically prohibited from employing another person to sell the Products.

9. FRANCHISEE'S (YOUR) OBLIGATIONS

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AND OTHER AGREEMENTS. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THESE AGREEMENTS AND IN OTHER ITEMS OF THIS DISCLOSURE DOCUMENT

Obligation	Section in Agreement	Disclosure document item
a. Site selection & acquisition	Article I, Paragraph 1.2	Item 1 Para. E.2, Item 11, Para. C
b. Pre-opening purchases	Article IV	Item 7
c. Site development & other pre-opening requirements	Article IV, Paragraph 4.1-4.6	Item 7 Paragraph F
d. Initial and ongoing training	Article III	Item 11, Paragraph 1-3
e. Opening	Not applicable	Not applicable
f. Fees	Article I, Paragraph 1.1 Article VI, 6.3	Item 5,6,7
g. Compliance with standards and policies/operating manual	Article I, Ii, IV, V, VI, VII, VIII, XI	Item 8,9,15
h. Trademarks and proprietary information	Article V and XIII	Item 1 and 13
i. Restrictions on products/services offered	Article I and II	Item 8 and 16
j. Warranty and customer service requirements	Article VIII, Paragraph 8.4	Item 8 and 15
k. Territorial development and sales quotas	Article VI	Item 8 and 12
l. Ongoing product/ service purchases	Article VI and VII	Item I, 12, and 15
m. Maintenance, appearance and remodeling requirements	Not Applicable	Not Applicable
n. Insurance	Article IV	Item 6
o. Advertising	Article X	Item 6
p. Indemnification	Article XVI	None
q. Owner's participation/ management/ staffing	Article I, Paragraph 1.3 and 1.5	Item 8, Para G and 15
r. Records and reports	Item 7	Item 8
s. Inspections & audits	Not Applicable	Not Applicable
t. Transfer	Article XIX	Item 17
u. Renewal	Article II	Item 17
v. Post-termination obligations	Article XII	Item 17
w. Non-competition covenants	Article XIV	Item XVII
x. Dispute Resolution	Article XXIII	Item SVII and XXIII

10. FINANCING ARRANGEMENTS

We, our agents, and affiliates do not offer financing arrangements directly or indirectly to you. There is no agreement between us and any lender or other third party to provide financing to you.

There are no waivers of defenses or similar provisions in any note, contract or other instrument to be signed by you. There is no intent by us to sell, assign, or discount to a third party, in whole or in part, any note, contract or other instrument signed by you. We do not receive referral fees or commissions from any person for your financing arrangements.

11. FRANCHISOR'S ASSISTANCE, ADVERTISING AND TRAINING

A. OUR OBLIGATIONS BEFORE THE BUSINESS OPENS AND DURING CONTINUING OPERATION.

Except as listed below, we need not provide any assistance to you.

Type of assistance	**When assistance is provided**	**Information about assistance**	**Cost of assist-ance**	**Ownership of Assistance**
a. Operations Manual	After signing of contracts	1/ Table of Contents provided below	None	Franchisors. Must be returned at termination or expiration of contract. We may make changes or revisions if necessary.
b. Product Handbook	After signing of contracts	Contains information about the products that we sell.	None	Franchisors. Must be returned at termination or expiration of contract. We may make changes or revisions if necessary.
c. Distributor-Training handbook	After signing of contracts	Information about how to set up a route and sell product	None	Franchisors. Must be returned at termination or expiration of contract. We may make changes or revisions if

				necessary.
d. Field training in your area.	Requested by you after you have been actively selling product for 30 days	You must have adequate inventory on hand for training ($1000) in retail priced Products)	None if in full compliance with the DFA	N/A
e. Supervision, Advice and Consultation	Anytime after signing of contracts	Reasonably available by telephone or e-mail to answer questions, give advice and consultation.	Normally, none. If you need more time and expense than normal you will be informed and a fee negotiated.	N/A
f. Educational materials	Periodically sent	Education materials about products	None	N/A
g. Educational seminars 2/	Periodically scheduled, no more than 4 times a year	Required attendance if within 150 miles of seminar location during the initial term of contract	Travel costs and housing if needed. Usually no more than $150	N/A
h. Weekly newsletter	Scheduled to be sent weekly	Shows new products, price changes, outages and information about products	None	Franchisee
j. Classroom Training	None at present	We reserve the right to change our training procedures without notice	Travel and housing during training	
k. Advertising	No advertising is required at present	We provide advertising sheets that you can use during special promotions	None	N/A
l. Filling or orders	After signing of contracts	We will have orders ready within three business days of their being placed.	You will need to pay for the order on a COD basis	N/A
j. Shipping of	After order is	We will help you	You will be	N/A

orders	filled	arrange a truck ASAP	responsible for the payment of freight to your location	

1/.The Table of Contents of the Operation Manual (Distributor's Handbook) is:

The total pages in the Handbook is sixty-eight.

2/ Seminars. You must pay all of your transportation, food, lodging and other costs. We estimate this cost to be between $75 and $150 for each session attended. These sessions usually last one day and require one night stay at a hotel, unless you live within driving distance. (Article III, DFA)

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12. TERRITORY RIGHTS OR OBLIGATIONS

A. We grant you a franchise to operate one franchise business in an area specified in the DFA. This business will be selling product with the Mountain Man Nut & Fruit Co. label. We will refer all inquiries that we receive for route service in your area to you. You will refer to us for reassignment any inquiries that you receive that are outside of your territory. Franchised territory can only be modified by consent of both franchisor and franchisee. If explosive growth should happen in your territory and you are no longer able to service the entire area, you may be asked to divide your territory and sell part of it to create a second territory.

You will not receive an exclusive territory. You may face competition from retail franchisees, from retail outlets that we own, or from other channels of distribution or competitive brands that we control. You will be the only Distributor in your area selling Mountain Man Nut & Fruit Co. branded products.

B. We retain the right to sell to military commissaries and to Mountain Man retail outlets which may be located in your territory. Retail outlets are offered under a separate UFDD and are not being offered at this time. We retain the right to sell bulk Products in your territory. This franchise does **not** give you rights to a retail store. We retain the right to internet sales and to the sale of the "RiverTrail" line of products.

Your Franchise Territory is based on our analysis of the number of business establishments and employees in an area that we roughly define by Post Office zip code boundaries using roads and map identifiers. A Territorial Unit is an area that includes approximately 20,000 jobs. If job base is not available, we use a population base of approximately 70,000 to define a Territorial Unit. This also comes from the Zip Code Sourcebook. This analysis is based on estimates and our experience in dealing with other territories. We may offer multiples of Territorial Units at times to one individual if the area is not easily divided into more than one Territory. The cost is adjusted proportionately, with $7,500 being the cost of 20,000 jobs or 70,000 population. This agreed upon Territorial Unit or multiple then becomes the Territory as described in the DFA.

C. We do not sell franchises or own company outlets under any other name.

D. You must attain wholesale purchase quotas under the DFA. You must attain a minimum of $400 per week in wholesale purchases after 120 days. After 12 months of operation you must average a minimum of $550 per week in wholesale purchases. After 18 months of operation you must average a minimum of $750 per week in wholesale purchases. We will notify you in writing if you are not meeting the wholesale purchase quota. We determine this by reviewing your sales volume, and by repeated calls from customers for service. You may submit in writing within thirty days a proposal to remedy the situation, which may include an assignment of a portion or all of the Franchise Territory. We will not unreasonably withhold approval of assignment. We will not approve or assign part of a territory if division will result in one or more undersized territories. You must complete this assignment within sixty days following our approval of the assignment. If you fail to submit a proposal acceptable to us or fail to finalize an approved assignment of a portion of your territory within ninety days following our original notice, we may reduce the Franchise Territory at our discretion.

Subject to the above exceptions, we will not operate a Company route business or authorize any other person or company to operate a Company route business of like manor in your territory.

You must not sell outside of your franchised area. Since this is a full time opportunity, we will not consider you for more than one territory. You have the right to sell your territory and then obtain a different one. There are no rights of first refusal or similar rights to acquire additional franchises in contiguous territories granted under this franchise.

13. TRADEMARKS

We grant you the use of our commercial symbols which includes the trademark "Mountain Man Nut & Fruit Co."

A. The name "Mountain Man Nut & Fruit Co." (Reg. No. 1,353,067, registered Aug 6, 1985), plus the mountain and trees in a circle logo ("Marks") (Reg. No. 1,271,979, Registered March 27, 1984) are registered with the U.S. Patent and Trademark Office ("PTO"). Also registered is the name "Mountain Jubilee" (included in the definition "Marks"), a trail mix (Reg. No. 1,323,527, registered March 5, 1985).

You must follow our rules when you use these Marks. You can not use the name "Mountain Man Nut & Fruit Co." as your company name or make it a part of a corporate name or with modifying words, designs or symbols (i.e. Dave Smith's Mountain Man Nut & Fruit Co.) except for those which the Company licenses to you. You may not use our registered name with the sale of an unauthorized product or service or in a manner not authorized in writing by us. You may not use the Marks to incur debts which might be confused or implicate us as the debtor.

B. We are not aware of any current infringing uses of the Marks, nor is any litigation pending with respect to any of these Marks.

C. There are no agreements currently in effect that would limit our rights to use or license the use of the Marks.

D. You must promptly notify us of any claim, suit or demand against you because of any alleged infringement, unfair competition or similar matter relating to your use of the Mark. We have the right to defend, compromise or settle any claim at our cost and expense, using an attorney of our choosing, and you must cooperate with us in the defense of any claim. We will protect your right to use the Marks and indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

E. We know of no infringing uses which could materially affect the use of the Mark in any state in which your business may be located.

14. PATENTS AND COPYRIGHTS

There are no patents or copyright material applying to the franchise.

15. YOUR OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must commit to use your best efforts to promote the sale of our Products, to advertise and canvass the Franchise Territory, to prominently display our Products, to maintain a sufficient stock of our Products at all times and to fill orders promptly. You must not delegate the performance of your duties to any other person except for scheduled vacations. (DFA, Article I, Para. 1.5)

16. RESTRICTION ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only those goods and services that we have produced or approved.

You must not alter the operation of the franchise business in violation or circumvention of our standards or of statutory requirements.

17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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. Term of the franchise	Article II	Term is for three years
b. Renewal or extension of the term	Article II, Paragraph 2.2	If you are in good standing you can extend for successive three year terms, under the now current contract
c. Requirements for you to renew or extend	Article Ii Paragraph 2.2A	Notify us of your intent to renew, sign and return new agreement, pay fees
d. Termination by you	Article XII, Paragraph 12.1	You can give 30 days written notice to us of intent to terminate
e. Termination by us without cause	Article XII, Paragraph 12.2	We cannot terminate a contract without due cause
f. Termination by us with cause	Article XII	We can terminate if you default in one of several areas
g. "Cause" defined & defaults that can be cured	Article XII, Paragraph 12.3-12.5	You have 30 days to cure: reports, abandonment, area infringement, any other default not listed in Article XII, Paragraph 12.5-7. You have 10 days to cure a money default
h. "Cause" defined & defaults which cannot be cured	Article XII, Paragraph 12.5-7	Non-curable defaults: multiple defaults, conviction of felony, abandonment, bankruptcy, misrepresentation, unfit conduct, non-compliance with federal or state law, public health danger, non-performance, trademark misuse, competing business
i. Your obligation on termination	Article XII	Obligations include complete de-identification, payment of amounts due, rendering of customer lists and distributor handbook
j. Assignment of contract by us	Article XXI, Paragraph 12.8	No restriction on our right to assign
k. "Transfer" by you – definition	Article XIX	Includes transfer of contract or ownership change
l. Our approval of transfer by you	Article XIX	We have the right to approve all transfers but will not unreasonably without approval
m. Conditions for our approval of transfer	Article XIX	New franchisee qualifies, transfer fee paid, purchase agreement approved,

		training arranged, release signed, full compliance with Agreement, customer list transferred, disclosure document give, records provided
n. Our right of first refusal to acquire your business	None	None
o. Our option to purchase your business	None	None
p. Your death or disability	Article XIX, Paragraph 3	Franchise may continue operation by spouse or child
q. Non-competition covenants during the term of the franchise	Article XIV	No competing business during the life of the contract
r. Non-competition covenants after the franchise is terminated or expires	Article XIV, Paragraph 14.2	No competing business for two years after termination of sale of route
s. Modification of the agreement	Article XVIII	No oral amendment, only written instrument signed by both parties
t. Integration/ Merger clause	Article XVIII	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises may not be enforceable
u. Dispute resolution by arbitration or mediation	Article XXIII	Any controversy arbitrated or litigated in Colorado—subject to state laws.
v. Choice of Forum	Article XXIII	Our discretion
w. Choice of Law	Article XXIII	American Arbitration Association rules apply

These states have statutes which may supersede the franchise agreement in your relationship with the Company, including the areas of termination with the Company and renewal of your franchise: ARKANSAS (Stat. Section 70-807), CALIFORNIA (Bus. & Prof. Code Sections 20000-20043), CONNECTICUT (Gen. Stat. Section 42-133e et seq.), DELAWARE (Code, tit.), HAWAII (Rev. Stat. Section 482E-1), ILLINOIS (Rev. Stat. Chapter 121 1/2 par 1719-1720), INDIANA (Stat. Section 23-2-2.7), IOWA (Code Sections 523H.l-523H.l7), MICHIGAN (Stat. Section 19.854 (27)), MINNESOTA (Stat. Section 80C.14), MISSISSIPPI (Code Section 75-24-51), MISSOURI (Stat. Section 407.400), NEBRASKA (Rev. Stat. Section 87-401), NEW JERSEY (Stat. Section 56:10.1), SOUTH DAKOTA (Codified Laws Section 37-5B), VIRGINIA (Code 13.1-557-574-13.1-564), WASHINGTON (Code Section 19.100.180), WISCONSIN (Stat. Section 135.03). These and other states may have court decisions which may supersede the franchise agreement in your relationship with the franchisor including the area of termination and renewal of your franchise.

18. ARRANGEMENTS WITH PUBLIC FIGURES

We have no arrangements of any kind with any public figure for the endorsement of the franchise, its Products or in any other connections.

19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or that past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting
David Conner, 10338 S. Progress Way, Parker, Co. 80134, 303-841-4041; the Federal Trade Commission, and the appropriate state regulatory agencies.

20. OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

System Wide Outlet Summary
For years 2014 to 2016

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change

Franchised	**2014**	**157**	**155**	**-2**
	2015	**155**	**153**	**-2**
	2016	**142**	**142**	**-11**
Company Owned	**2014**	**0**	**0**	**0**
	2015	**0**	**0**	**0**
	2016	**0**	**0**	**0**
Total Outlets	**2014**	**157**	**155**	**-2**
	2015	**155**	**153**	**-2**
	2016	**142**	**142**	**-11**

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)

For years 2014, 2015, and 2016

State	**Year**	**Transfers**
California	2014	0
	2015	0
	2016	0
Colorado	2014	4
	2015	4
	2016	2
Kansas	2014	2
	2015	0
	2016	1
Nebraska	2014	1
	2015	0
	2016	1
Oregon	2014	1
	2015	3
	2016	1
South Dakota	2014	0
	2015	0
	2016	1
Washington	2014	0
	2015	0
	2016	1
Wyoming	2014	1
	2015	0
	2016	0
Total for all States	2014	9
	2015	7
	2016	7

Table No. 3
Status of Franchise Outlets for
Years 2014, 2015, 2016

State	Year	Outlets At Start Of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
AZ	2014	4	0	0	0	0	0	4
	2015	4	1	0	0	0	0	5
	2016	5	0	0	0	0	1	4
AR	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
CA	2014	5	1	0	0	0	0	6
	2015	6	2	0	0	0	1	7
	2016	7	0	0	0	0	1	6
CO	2014	63	2	0	0	0	1	64
	2015	64	1	0	0	0	4	61
	2016	61	0	0	0	0	7	54
FL	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
ID	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
IA	2014	3	0	0	0	0	0	3
	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
KS	2014	11	0	0	0	0	0	11
	2015	11	0	0	0	0	0	11
	2016	11	0	0	0	0	0	11
MI	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
NE	2014	7	0	0	0	0	0	7
	2015	7	0	0	0	0	0	7
	2016	7	0	0	0	0	0	7
NV	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
N.M.	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
OK	2014	3	0	0	0	0	1	2
	2015	2	0	0	0	0	1	2
	2016	2	0	0	0	0	0	2

OR	2014 2015 2016	31 33 31	0 6 2	0 0 0	0 0 0	0 1 0	3 4 4	33 31 29
S.D.	2014 2015 2016	1 1 1	0 0 1	0 0 0	0 0 0	0 0 0	0 0 1	1 1 1
TX	2014 2015 2016	11 8 9	1 1 1	0 0 0	0 0 0	0 0 0	3 0 1	8 9 9
UT	2014 2015 2016	1 0 0	0 0 0	0 0 0	0 0 0	0 0 0	1 0 0	0 0 0
WA	2014 2015 2016	9 8 8	0 2 0	0 0 0	0 0 0	0 0 0	1 2 0	8 8 8
WY	2014 2015 2016	2 2 2	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	2 2 2
Total	2014 2015 2016	157 155 153	9 9 4	0 0 0	0 0 0	0 1 0	10 11 15	155 153 142

Table No. 4

The company has no company-owned outlets for the years 2014, 2015, 2016

Table No. 5

Projected Openings as of December 31, 2016

State	Franchise Agreements signed but outlet not Opened	Projected New franchised Outlet in the Next Fiscal Year	Projected New Company Owned Outlets in the Current Fiscal Year
Arizona	0	1	0
California	0	1	0
Colorado	0	3	0
Kansas	0	1	0
Nebraska	0	1	0
Oregon	0	1	0
Washington	0	1	0
Total	0	9	0

Following is a list of one hundred franchises that are operational that are substantially similar to those offered by this Disclosure Document:

Tracy Freeman	216 Oakwood Ave	Hot Springs, AR 71913	501-623-6108
Michael Camery	910 N. Longmore	Chandler, AZ 85224	480-545-4378
Bob Dirks	9610 E. Coyote Trail	Hereford, AZ 85615	520-378-1387
Ted Moder	1944 W. Thundrbrd Road #315	Phoenix, AZ 85023	623-434-9382
Tom & Jo Gardner	3199 Horseshoe Can. Dr	Lake Havasu City, AZ 86406	928-453-2066
Jim & Janet Gould	14015 Tawya Road	Apple Valley, CA 92307	760-242-0245
Jim / Jerilynn Westendorf	17132 Danbury Avenue	Hesperia, CA 92345	909-709-7355
Trinity Peck	6204 Jasper Court	Lancaster, CA 93536	661-916-2506
Bill Westendorf	2297 Vista Grande Terr.	Vista, CA 92084	760-224-9616
Jeremy & Cheryl Raivo	584 Sirginson Road	San Marcos, CA 92069	760-450-5639
John Boyd	7449 Canyon Peak Ln	San Diego, CA 92126	858-449-8258
Dene Harlow	8957 W. 75th Way	Arvada, CO 80005	303-424-0107
Mike Pendleton	14620 E. Penwood Place	Aurora, CO 80015	303-680-1718
Roger & Cheryl Woods	22487 E. Roxbury Place	Aurora, CO 80016	303-690-8792
Mike Risley	534 S. Kittredge Way	Aurora, CO 80017	303-743-8010
Joel Gesink	6985 S. Olive Way	Centennial, CO 80112	303-779-9326
Roy Stephenson	4472 E Lake Circle North	Centennial, CO 80121	303-781-2212
Kelly McCoy	342 Hawks Nest Way	Fort Collins, CO 80524	970-568-9188
Dubois, Kitty	5041 S. Fox St	Englewood, CO 80110	303-778-1482
Dale Rooney	211 E. Graves Ave	Littleton, CO 80121	303-797-1582
Costa Dunias	7464 West Otero Place	Littleton, CO 80128	303-978-1799
Joe Prinzi	5340 S. Oak Street	Littleton, CO 80127	303-278-1449
Wood, Dawn & Jeff	7802 W. Ottawa Place	Littleton, CO 80128	303-697-8307
McAllister, Dwight	7270 Taft Court	Arvada, Co 80005	303-420-7554
Alexander, George	12486 E. Cedar Circle	Aurora, Co. 80012-1319	303-364-2747
Powers, Margaret	2940 S. Logan Street	Englewood, Co. 80113	303-781-2307
Prinzi, Joey	5340 S. Oak Street	Littleton, Co. 80127	303-278-1449

Cole, A.J.	9400 E. Summit Road	Parker, Co. 80138	303-587-0695
David Heckman	1710 E. Locust St.	Emmett, ID 83617	208-398-7406
Chuck Jones	11395 W. Kipling Way	Nampa, ID 83651	208-697-7673
Rosemary Lefebvre	1650 Delaware Ave	Lawton, IA 51030	712-944-5457
Marlin & Deanna Darr	PO Box 0683	Grimes, IA 50111	515-986-3294
Jon Brechtel	7318 Oliver Smith Drive	Urbandale, IA 50322	515-278-7075
Michael & Cynthia Wilson	1835 Lawndale Ave.	El Dorado, KS 67042	316-377-0293
Mike O'Neal	409 W. 5th	Ellinwood, KS 67526	620-564-2227
John Naegele	283 W. Westhoff Place	Gardner, KS 66030	913-856-8018
Toni Williams	1530 Texas St.	Goodland, KS 67735	785-890-7704
Ty /Gene Holloway	PO Box 115	Montezuma, KS 67867	520-419-9718
Laura Briggs	505 Pine Ridge Drive	Salina, KS 67401	785-493-0835
Steve Cranmer	2056 S. St. Clair Street	Wichita, KS 67213	316-612-9059
Bob & Star Pearce	512 S. Floyd Street	Wichita, KS 67209	316-201-1950
Dana Bullock	6565 N. Towns Rd	Garden City, KS 67846	620-276-6066
Gene & Ty Holloway	PO Box 115	Montezuma, KS 67867	520-419-9718
Nanette Karavas	7735 U.S. 31 North	Ellsworth, MI 49729	231-599-3194
Heidi Bergen	218 13th Street	Aurora, NE 68818	402-694-2249
Mitchell, Stacy/Brady	1715 Nelson Ave	Gering, NE 69341	308-641-6352
Pauline Morse	11424 724 Road	Holdrege, NE 68949	308-995-2159
Gene Boucher	1601 W. First Street	McCook, NE 69001	308-345-7361
Sandy Johnson	10257 Monroe Street	Omaha, NE 68127	402-331-2745
Robert Barben	3240 Maplewood Blvd	Omaha, NE 68134	402-571-5959
Tina Bauer	P.O. Box 446	Tilden, NE 68781	402-637-2440
Jordan & Brandi Demars	293 Glenvista Drive	Spring Creek, NV 89815	775-777-7905
Rick Goben	3829 Rockwood	Enid, OK 73703	580-237-5956
Kelly Ward	7817 N.160 E. Ave.	Owasso, OK 74055	918-272-7884
Russell Harrison	55446 Bates Rd	Bandon, OR 97411	541-347-8312
Kevin Welch	15100 SW Barrows Rd #106	Beaverton, OR 97007	503-502-5644
Clark, Shawn	603 Teakwood Dr.	Eagle Point, Or 97524	541-414-8728

Gausnell, Shawn	4186 SW Hanna	Roseburg, OR 97471	541-580-5568
Markham, Shelly	12433 Folta Lane	Mt. Angel, OR 97362	503-851-4538
Messal, Rodney	220 S. Main Street	Falls City, OR 97344	503-884-4804
Buelow, Mieschell	4259 SE 18th Ct	Gresham, OR 97080	503-887-5003
Steve Rogerson	931 Cater Ct. NE	Keizer, OR 97303	503-925-1244
Larry Cohan	2595 San Francisco Ct NE	Salem, OR 97305	503-739-2586
Larry Miller	PO Box 1823	La Pine, OR 97739	541-799-7087
Gordon, Ken	1947 Lancaster St.	Klamath Falls,OR97601	541-882-2445
Bill Allen	1888 Orangewood Dr	Medford, OR 97504	541-890-0985
Akey, Stacy	11919 NE Knott St.	Portland, OR 97220	503-805-1722
Michael Dinan	35890 7th Street	Nehalem, OR 97131	503-490-9244
Julie Garvin	3447 Bursell Rd	Central Point, OR 97502	541-840-8101
Ed Hershey	1300 Walton Way	Woodburn, OR 97071	503-989-0106
Steve Freimoeller	3534 NE Stanton St	Portland, OR 97212	503-836-5497
Joanne Hollister	1775 NW 140th Ave	Portland, OR 97229	503-701-4005
Diane Snedecor	6150 SW Arrowwood Lane	Portland, OR 97223	503-816-4660
Chris Morse	842 NE Mapleleaf Ct.	Redmond, OR 97756	541-598-4697
Dave Boss	269 4465h Place NE	Salem, OR 97301	503-370-7452
Bruce Harle	P.O. Box 324	Scotts Mills, OR 97374	503-873-3356
David Berekoff	3857 Starlight Dr. NE	Silverton, OR 97381	503-507-3854
Bill Golan	1237 South Water St.	Silverton, OR 97381	971-218-3944
Tye Allen	6666 A. St.	Springfield, OR 97478	541-285-1690
David Wormersley	8637 SW Hamlet St.	Tigard, OR 97224	503-684-8955
Gary Boxall	10990 Summit Loop SE	Turner, OR 97392	503-851-7286
Steve Kaufman	687 N 3rd	Woodburn, OR 97071	503-981-6994
Eric Morrison	1010 E. 2nd St.	Yamhill, OR 97148	503-734-7296
McCluskey, Laura	25685 Vandemark Ave.	Sioux Falls, SD 57033	605-528-9686
Weldon/Toni McAdams	4057 State Highway 351	Abilene, TX 79601	325-514-1366
Schwinck, Carl	3411 97th Street	Lubbock, Tx 79423	806-730-9250

Richard Marshall	11664 Corsicana Drive	Frisco, TX 75035	214-717-2164
Steve Robb	2412 Liles Lane	Mesquite, TX 75181	972-222-3236
Dennis Schwartz	4604 Bowie Drive	Midland, TX 79703	432-697-2477
Sandra Detweiler	2216 Lawnmeadow	Richardson, TX 75080	972-644-0732
Eddie Keller	713 E. Euclid	San Antonio, TX 78212	210-227-3617
Lettie Lynch	835 Forest Lake Drive	Seabrook, TX 77586	281-474-3612
Lynn Pratt	1161 White Road	Cle Elum, WA 98922	509-674-7396
Nancy Jerkovich	3525 Edwards Dr.	Gig Harbor, WA 98335	253-858-2311
Lana Wright	9354 East "D" Street	Tacoma, WA 98445	253-536-0114
Prince, James	5409 33rd CT. SE	Lacey, WA 98503	360-239-0222
Tracie Osborn	4520 32nd Lane SE	Lacey, WA 98509	360-704-8438
Susie Yerges	4117 S. Suncrest Lane	Veradale, WA 99037	509-892-9385
Cindy Hammond	3200 NW 72nd	Vancouver, WA 98685	360-574-3486
Smith, Tootie / Mark	713 Sako Drive	Gillette, WY 82718	307-689-0257

DISTRIBUTORS WHO HAVE LEFT THE SYSTEM DURING 2015

TRANSFERS:

Brunner, Robert	PO BOX 14381	Tumwater, WA 98511	360-456-9702
Fairchild, Jon	8707 E. Saddlecreek RD	Sioux Falls, SD 57110	605-582-8769
Hockett, Dan	211 W. 9th	El Dorado, KS 67042	316-737-4559
Schwartzkopf, Chris	2195 20th Street	Gering, NE 69341	308-641-3755
Houghton, Gene (Deceased)	7733 Vine St	Centennial, CO 80122	720-244-0840
Shipley, Gene	7520 SW Joshua Pl	Gaston, OR 97119	971-269-6387

LEFT THE SYSTEM-ABANDONED OR OTHER

McGowan, Bob/Mary Jo	4453 E. Elena	Mesa, AZ 8526	480-588-5446
Webb, Michael	6600 Mercedes Ave.	Citrus Heights, CA 95621	916-725-0549
Conyers, Janice	PO BOX 426	Aubur, WA 98071	360-893-0992
Branam, Mack	1600 Pine Hills Lane	Corinth, TX 76210	940-483-1391
White, Carrie	4408 S. Judy Ave	Sioux Falls, SD 57103	605-338-1719
Carpenter, Cal	3628 S.Pacific Hwy, SPC8	Medford, OR 97501	541-623-9341
Cross,d Kate	1795 W, 27th Place	Eugene, OR 97405	541-579-7354

Nelson,John	1233 Pheasant Way	Central Point, OR 97502	541-810-3204
Yarbrough, Ben	9565 W. Lake Place	Littleton, CO 80123	303-379-9768
Allison, Gary & Polly	PO BOX 65	Granby, Co 80446	970-577-3090
Horrocks, Teresa	7801 S. Brain Drive	Frederick, CO 80530	402-649-2800
Gustafson, Cassidy	12069 Monaco Court	Brighton, CO 80602	720-933-3261
Rael, Heidi	PO BOX 81	La Jara, CO 81140	719-480-1677
Cassano, Dan/Ginny	PO BOX 4058	Eagle, CO 81631	970-328-7242
Woolsey, Steve/Kathy	277 Miller Lane	Rifle, CO 81650	970-618-4424
McDonald, John	1680 Oneida	Denver, CO 80220	303-321-1389

21. FINANCIAL STATEMENTS

Audited financial statements for the Company for the fiscal years ending December 31, 2016, December 31, 2015 and December 31, 2014 are included with this UFDD.

22. FRANCHISE AGREEMENT TO BE USED

Enclosed is a copy of the Distributor Franchise Agreement.

23. RECEIPT INFORMATION

The last page of the Disclosure Document (following the exhibits and attachments) is a document acknowledging receipt of the Disclosure Document by you (one copy for you and one to be signed for us and returned.)

ADDENDUM A. WASHINGTON STATE ADDENDUM FOR FRANCHISE AGREEMENT

The Washington Department of Financial Institutions, Security Division, PO Box 9033, Olympia, Washington 98507-9033 is the state agency for reporting any violations. Our agent for service in Washington is the Administrator of Securities.

Prospective franchisees should be aware that the franchise protection laws of the State of Washington provide, among its other protection, that:

> This state has statutes which may supersede the Distributor Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise (Washington Code Section 19.100.180). This state and other states may have court decisions which may supersede the Distributor Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise.

If any controversy arises out of events or provisions relating to or included within this Distributor Franchise Agreement, the same shall be arbitrated in accordance with the then applicable rules and procedures of the American Arbitration Association in effect at the time of the dispute, in the State of Washington or such other location as shall be agreed upon by the parties to this Distributor Franchise Agreement. Judgement on such arbitration award may be entered in any court having jurisdiction.

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

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 agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

The name and address of the franchisor's registered agent in this state authorized to receive service of process is the Administrator of Securities, and the successors in such office, whose address is:

Department of Financial Institutions
Division of Securities
150 Israel Road SW
Tumwater, WA 98501
360-802-8760

The signature page that follows must be returned with the receipt for the UFDD.

ACKNOWLEDGEMENT OF RECEIPT OF WASHINGTON ADDENDUM

The undersigned does hereby acknowledge receipt of this addendum

Dated this ___________day of _____________, 20______.

____
Prospective Franchisee

____
Prospective Franchisee

THIS PAGE MUST BE SIGNED AND RETURNED TO THE FRANCHISOR

ADDENDUM B. SPECIAL PROTECTION FOR CALIFORNIA DISTRIBUTORS

THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT, 320 WEST 4TH STREET, #750, LOS ANGELES, CA. 90013-2344 (www.dbo.ca.gov) is the state agency for reporting any violations. Our agent for service of process in California is the California Commissioner of Business Oversight at the above address.

There may be state and local laws which supercede this Disclosure Document and Contract.

The franchise agreement requires you 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 any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).

This agreement requires application of the laws and forum of another state. The franchise and development agreements require application of the laws and forum of indicate jurisdiction. This provision may not be enforceable under California law.

California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Businesss Oversight prior to a solicitation of a proposed material modification of an existing franchise.

The California Franchise Investment Law requires a copy of all proposed agreements related to the sale of the Franchise be delivered together with the Disclosure Document.

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 franchisee agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement requires binding arbitration. The arbitration will occur in Colorado with the costs being borne by the 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 procedures 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 contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

This agreement contains a liquidated damage clause. Under Civil Code, Section 1671 certain liquidated damage clauses are unenforceable.

The provision for termination upon bankruptcy may not be enforceable under federal bankruptcy law. (11 USCA}101 et seq.)

Neither Company, any person or franchise broker in Item 2 of the UFDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in this association or exchange. This franchise is being offered by Mountain Man Nut & Fruit Co., 10338 S. Progress Way, Parker, Colorado, 80134, (303-841-4041). The name of the agent is David D. Conner, President.

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

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

This UFDD is effective on ____________, 20____ and is currently in effect in the state of California. The issue date in the State of California is May 14, 2016

ADDENDUM C. ADDITIONAL INFORMATION FOR OREGON DISTRIBUTORS

In October, 1986, Mountain Man Nut & Fruit Co. sold the state of Oregon as a franchise to Momyer Distributors, Inc. They own sole rights to Oregon and all packaging and distribution for Oregon is done through them. The following is information concerning Momyer Distributors, Inc.

1. THE WAREHOUSE/ DISTRIBUTION CENTER FRANCHISEE

A. We are Momyer Distributors, Inc. of Salem, OR, a warehouse/distribution center franchise of Mountain Man Nut & Fruit Co., a Colorado corporation. We are authorized to use Mountain Man Nut & Fruit Co. as identifying marks for our distribution business within the State of Oregon.

B. Our principal place of business is 4660 Ridge Dr. NE, Salem, Oregon, 97303-2328.

C. We were incorporated in the State of Oregon on August 19, 1985 as Momyer Distributing, Inc. The existing business was purchased from Jim and Karen Momyer in August, 2000 by Thomas G. and Leta J. Reti.

D. We began doing business as a Mountain Man Nut & Fruit Co Warehouse/Distribution Center franchisee on October 24, 1986.

E. Our business as a Warehouse/Distribution Center franchisee: Purchase candies, dried fruits, nuts, in bulk and repackage them for sale to the public; roast nuts, process mixes of nuts, fruit and candy and prepare seasonal baskets and gift assortment of candy, dried fruit and nuts under the guidelines of our Franchisor (Mountain Man Nut & Fruit Co. of Colorado). We sell our products to franchisees who sell directly to the public. The franchisees (distributors) offer the products for sale at offices and businesses within defined territories.

2. BUSINESS EXPERIENCE

Thomas G. Reti, President. Tom and Leta began as route distributors with Mountain Man Nut & Fruit Co. in Colorado in 1993. Since that time they also developed and operated three Mountain Man Retail Stores. The Reti's purchased the Oregon production facility from the founders, Jim and Karen Momyer, in August of 2000. Tom has a business degree from UC Berkeley, and has experience in managing businesses for himself and for others.

Leta J. Reti--Secretary Leta Reti has a two year degree and has been gainfully employed in many capacities over the years. She was raised in Oregon and has been instrumental in the operation of the Mountain Man route and the retail stores. Her job in the Oregon plant is primarily bookkeeping and promotions.

ADDENDUM D. ADDITIONAL PROTECTION FOR MINNESOTA FRANCHISEES

The Minnesota Department of Commerce, 85 Seventh Place East, #500, St. Paul, Minnesota 55101-55101-3165 (651) 538-1600 is the agency for reporting any violations. Our agent for service in Minnesota is the Commissioner of Commerce at the above address.

Pursuant to Minnesota State Sec. 80C.21, the section in the contract in regard to governing law shall not in any way abrogate or reduce any rights of the franchisee as provided in Minnesota Statutes Chapter 80C.

Minn. Statute 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds.3, 4,and 5, which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12,Subd.1 (g).

Minnesota Rules 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may <u>seek</u> injunctive relief. See Minn. Rules 2860.4400J

Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statues, Section 80c.17,Subd.5.

ADDENDUM E. SPECIAL ADDENDUM TO FRANCHISE AGREEMENT FOR THE STATE OF SOUTH DAKOTA

The South Dakota Division of Securities, Department of Labor and Regulation, 124 S. Euclid, Suite 104, Pierre, South Dakota 57501 is the state agency for reporting any violations. Our agent for service in South Dakota is the Director of the Department of Securities at the above address.

This addendum to the Franchise Agreement is agreed to this _____ day of __________, 20___, between Mountain Man Nut & Fruit Co. and ______________________________________ to amend and revise said Exclusive Dealing Agreement as follows:

Item 17 of the Disclosure Document and Article XIV of the Exclusive Dealing Agreement are amended by the addition of the following language to the original language that appears therein:

Termination provisions covering breach of the franchise agreement, failure to meet performance and quality standards, and failure to make royalty payments contained in the Disclosure Document and franchise agreement must afford a franchisee thirty (30) days written notice with an opportunity to cure said default prior to termination. This addendum will supercede any provision in the franchise agreement that allows less than 30 days for cure of the default.

Contracts in restrain of trade that take effect upon termination or expiration of the franchise agreement are generally unenforceable in the State of South Dakota as set forth in SDCL 53-9-8, 53-9-9, 53-9-10, and 53-9-11.

Any provision in the franchise agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue, in a forum outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in the State of South Dakota. Any such provision is deleted from the franchise agreement for use in the State of South Dakota.

The law regarding franchise registration and contracts in restraint of trade will be governed by the laws of the State of South Dakota: but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement and interpretation under the government law of Colorado.

To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Exclusive Dealing Agreement or Exhibits or Attachments thereto, the terms of this Addendum shall govern. In witness whereof, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the ___________ day of ____________, 20___.

Franchisee:
Dated: __/__/__ Signature: ______________________________

Print Name ______________________________

Dated: __/__/__ Signature: ______________________________

Print Name ______________________________

ADDENDUM F. SPECIAL ADDENDUM TO FRANCHISE AGREEMENT FOR THE STATE OF NORTH CAROLINA

DISCLOSURE REQUIRED BY NORTH CAROLINA LAW

"THE STATE OF NORTH CAROLINA HAS NOT REVIEWED AND DOES NOT APPROVE, RECOMMEND, ENDORSE OR SPONSOR ANY BUSINESS OPPORTUNITY. THE INFORMATION CONTAINED IN THIS DISCLOSURE HAS NOT BEEN VERIFIED BY THE STATE. IF YOU HAVE ANY QUESTIONS ABOUT THIS INVESTMENT, SEE AN ATTORNEY BEFORE YOU SIGN A CONTRACT OR AGREEMENT."

The registered agent authorized to receive service in the State of North Carolina is Secretary of State and the successors in such office, or its attorney. The address is State of North Carolina, Department of the Secretary of State, Attention: Mary Kelly, P.O. Box 29622, Raleigh, NC 27626-0622

EXHIBIT A—DISTRIBUTOR FRANCHISE AGREEMENT

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Mountain Man Nut & Fruit Co.

MOUNTAIN MAN NUT & FRUIT CO.

DISTRIBUTOR FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into by and between Mountain Man Nut & Fruit Co., a Colorado corporation, with its principal offices at 10338 South Progress Way, Colorado 80134 ("Franchisor") or ("Manufacturer"), and ____________________ whose address is ____ ("Distributor Franchisee" or "Distributor"), dated this ______ day of _________, 20__ for identification purposes but effective only as of the date on which this Distributor Franchise Agreement is signed by the Franchisor.

RECITALS

WHEREAS, Franchisor is engaged in the manufacture, production, processing, and sale of dried fruit, nuts, chocolates, and other candy products which are distributed under the trademark, service mark and trade name of "Mountain Man Nut & Fruit Co." (Products); and

WHEREAS, Franchisor has developed a reputation for the quality of the products sold under the name of "Mountain Man Nut & Fruit Co."; and

WHEREAS, the potential and good will of Franchisor's business encompasses the trademark, service mark, and other marks; the methods of operation and high quality products; and

WHEREAS, Franchisor is the owner in the United States of the trademark "Mountain Man Nut & Fruit Co." and owns federal registration with the United States Patent and Trademark Office; and

WHEREAS, Franchisor has developed a system for the distribution of its products through a network of distributor franchisees selling to office workers and businesses in established territories; and

WHEREAS, Franchisor desires to grant a distributorship (franchise) to Distributor Franchisee; and

WHEREAS, Distributor Franchisee desires to obtain the right to distribute Mountain Man products to the public within the exclusive territory; and

WHEREAS, Distributor Franchisee desires to work full-time to achieve the success of this Franchise;

NOW THEREFORE, in consideration of the covenants contained herein and for other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

GRANT OF FRANCHISE, TERRITORY, EXCLUSIONS

1.1 Franchise Fee. Concurrent with the execution of this Agreement and its acceptance by Franchisor, Distributor Franchisee shall pay to Franchisor a franchise fee in the amount of Four Thousand Five Hundred Dollars ($7,500) per territorial unit or fraction thereof. The franchise fee is non-refundable.

1.2 Territorial Unit. The Franchise Territory granted to Distributor Franchisee is based on an analysis by Franchisor of the number of business establishments and the number of employees in an area roughly defined by Post Office zip code boundaries. The Franchise territory is established as an area that contains between two hundred fifty (250) to four hundred fifty (450) accounts (businesses) or, in a rural setting, an area with a population of fifty thousand (50,000) to seventy thousand (70,000) people, or an area that contains approximately 20,000 jobs. Any one of these definitions is used to describe a "Territorial Unit."

1.2.A Division of Franchise Territory. The Franchise Territory granted to Distributor Franchisee is to be considered one unit and as such will not be allowed to be subdivided and sold in portions without the approval of the Franchisor. This approval will only be granted if substantial growth of business has occurred in the area that would allow a second Distributor Franchisee to thrive. No approval will be given if the split of a territory will result in one or more undersized territories. A Franchise Fee of $7,500 would be due to the Franchisor at the time of this division and the creation of a second territory.

1.2.B Explosive Growth - Maximum Potential. If because of explosive growth, a territory exceeds the population limit of fifty thousand (50,000) to seventy thousand (70,000) people, or if business density and/or new growth clearly shows that one Distributor cannot adequately cover the Territory, the Franchisor may, at its sole and absolute discretion, require the Distributor Franchisee to sell a portion of the Territory or submit a plan for the servicing of the entire area. Distributor Franchisee shall be notified in writing by Franchisor in the event that additional distribution is needed. Distributor Franchisee may submit in writing within thirty (30) days a proposal to remedy the situation which may include an assignment of a portion of the Franchise Territory. No accounts developed by the Distributor Franchisee in the portion of Territory to be assigned will be maintained by the Distributor Franchisee, but rather become the property of the purchaser. No transfer fee would be charged, but the purchaser would be required to pay the appropriate Franchise Fee for the creation of a new territory. The Franchisor shall have sole and absolute right of approval of such remedy or assignment. The remedy or assignment must be completed within sixty (60) days following approval of the remedy or assignment by Franchisor. Should Distributor Franchisee fail to submit a proposal acceptable to Franchisor or fail to finalize an approved assignment of a portion of his territory within ninety (90) days following the original notice by Franchisor, the Franchise Territory may be reduced at the sole and absolute discretion of the Franchisor.

1.3 Grant of Franchise. The Franchisor hereby grants to Distributor Franchisee the right to distribute Mountain Man Nut & Fruit Co. products in the territory described in Exhibit A attached hereto and made a part hereof by this reference ("Franchise Territory"). Distributor Franchisee hereby accepts the appointment and agrees to act as Distributor. Distribution methods will be limited to those that are allowed in this contract and in the Distributor Handbook.

1.4 Exclusive Rights. The Franchisor shall not authorize any other person to sell packaged Mountain Man Nut & Fruit Co. labeled products on a route basis within the Franchise Territory subject to the restrictions set forth in this paragraph. All interest in

Mountain Man labeled packaged products received by Franchisor from persons within the Franchise Territory will be referred to Distributor Franchisee. Distributor Franchisee shall not sell or offer to sell Mountain Man products outside the Franchise Territory and shall refer any such interest in Mountain Man products to Franchisor. The Franchisor retains the right to sell to military commissaries and Mountain Man Nut & Fruit Co. retail outlets located in the Distributor Franchisee's territory. The Franchisor retains the rights to sell bulk product within the franchise territory. The Franchisor also retains the rights to all internet-related commerce. Franchisor retains the right to open a Mountain Man Nut & Fruit Co. store within the Franchisee's territory, providing the store location would fit all criteria necessary for the mutual success of a store and a distributorship. Subject to the foregoing exceptions, the Franchisor will not operate or authorize another Mountain Man Nut & Fruit Co. route in the Franchisee's territory, or permit another distributor to call on businesses within the protected area, with the exception of provision 4.7 of this contract.

1.5 In Reliance Party. This agreement between the Franchisor and Distributor is a personal one where the Franchisor has relied upon the active, substantial and continuing personal skill, ability, integrity, participation, qualifications and reliability of the individual who will be the Distributor Franchisee hereunder; therefore, the Distributor is prohibited from appointing any sub-distributors or in any way dividing the responsibility for the accomplishment of the performance criteria contained herein. Distributor Franchisee affirms that he will be the one and only person who is representing Mountain Man Nut & Fruit Co. to the general public in his area.

1.6 A. Exclusions—Retail establishments excluded. The franchise granted to Distributor Franchisee does not include the right to sell to any Mountain Man Nut & Fruit Co. retail outlets within the Franchise Territory. Franchisor reserves the right to establish select Mountain Man Nut & Fruit Co retail outlets in the Franchise Territory.

B. Exclusions—Special Events and Fairs. Special events and fairs that happen only occasionally are not considered to be part of a route or franchise area as they are only temporary in nature. Registration for most events is considered to be on a "first come-first serve" basis. Distributors that have historic presence (3 years) at annual events that are not in their area may continue to do these events until such time as they sell their route or discontinue their franchise or discontinue working the event. Preference for working an event will always be given to the distributor in the area if no historic presence can be determined. However, if an event happens in a given area, and the distributor in that area has not registered with the event coordinator to do the event, then another distributor may sell at the event, with no rights being conveyed to repeat the event or establish historic presence. You, as distributor, must be alert to events and fairs that are happening in your area and take the initiative to register for them. Events will not be reserved for you because of their location. Only one distributor per event is allowed. Mountain Man will not regulate these events, but will be the final authority to settle disputes, should one arise, over the right to do an event.

C. Exclusions—Internet Commerce. Internet Commerce is retained by the Franchisor and should not be assumed to be granted or permitted by this contract. Setting up sites on the internet and advertising as "Mountain Man Nut & Fruit Co." is strictly prohibited. Setting up an internet site as "Mountain Man Nut & Fruit Co." will be considered a violation of this Agreement with no right to cure and immediate forfeiture of Exclusive Distributorship.

1.7 Restriction to Retail Sales. Distributor Franchisee is restricted to retail sales directly to the public at the public's place of employment. Distributor Franchisee may not supply Product to retail stores or establish a Mountain Man retail outlet. Placement of Mountain Man Nut & Fruit Co. branded product by the Distributor Franchisee in a retail outlet will be considered a violation of this Agreement with no right to cure and immediate forfeiture of Exclusive Distributorship.

1.7.A This agreement does not convey the right to own or operate a retail store that features Mountain Man Nut & Fruit Co. product, nor one that is known by the name of "Mountain Man Nut & Fruit Co." Opening of an unlicensed retail outlet would be considered a violation of this Agreement with no right to cure and immediate forfeiture of exclusive distributorship unless separately licensed by the Franchisor.

1.8 Other Business Endeavors. Distributor Franchisee will not solicit or participate in any type of business or retail without the prior written approval of Franchisor. Distributor Franchisee will not sell or attempt to sell any product on his or her Mountain Man Nut & Fruit Co. route that has not been purchased from the Franchisor. The Distributor represents and warrants to Franchisor that he is now under no contract or agreement, nor has he previously executed any documents whatsoever with any other person, firm, association, or corporation that will, in any manner, prevent his giving, and Franchisor from receiving, the benefit of his full time services, in accordance with the terms of this Agreement. Selling any product on the Mountain Man Nut & Fruit Co. route that has not been purchased from the Franchisor is a violation of this contract with no right to cure and immediate termination of this agreement.

ARTICLE II

TERM & FEES

2.1 Initial Term. The term of this Agreement shall be three (3) years from the date first above written, unless sooner terminated in accordance with the provisions of Article XII.

2.2 Renewal Terms. This Agreement may be renewed at the discretion of the Franchisor for additional three (3) year terms provided Distributor Franchisee satisfies the following conditions:

1. Distributor Franchisee must notify Franchisor of his intent to renew in writing no less than sixty (60) days prior to the expiration of the initial term of this Agreement or any renewal term. If notification is not given, and the expiration date is reached, this contract shall be deemed to be terminated.

2. Within thirty (30) days from the date of receipt of Distributor Franchisee's notice of intent to renew, Franchisor shall forward to Distributor Franchisee a copy of the Distributor Franchisee Agreement currently being executed by new distributor franchisees. Within thirty (30) days from the receipt of the agreement, Distributor Franchisee shall return two (2) executed copies of the Distributor Franchise Agreement to Franchisor. One fully executed copy of the Distributor Franchise Agreement shall be returned to Distributor Franchisee.

3. Distributor Franchisee must be current on all obligations to Franchisor both on the date of notification and on the renewal date.

4. Distributor Franchisee must be in compliance with all policies and procedures of Franchisor both on the date of notification and on the renewal date.

5. Distributor Franchisee must have met Franchisor's performance criteria as set forth in Article VI.

6. Contract renewal expenses must be satisfied. These fees are $100 payable at the time of renewal. Franchisor reserves the right to alter this fee at its sole discretion.

7. An up-to date list of customers that are currently being serviced by the distributor as well as route schedule must be provided at the time of renewal. This list and schedule will only be used in the case of abandonment or the death of a distributor.

2.3 Notice of Non-renewal. Should Franchisor elect not to renew the Distributor Franchise Agreement based on any of the above grounds, or elect not to offer Distributor Franchisee a new contract upon the expiration of the renewal terms provided for in this Distributor Franchise Agreement, Franchisor shall notify Distributor Franchisee in writing of its intention to not renew this Agreement thirty (30) days before the expiration of said initial or renewal term.

2.4 Extension by Franchisor for Limited Period. Franchisor may extend the initial or renewal term of this Distributor Franchise Agreement for a limited period in order to satisfy the time requirement set forth in the preceding paragraph for giving notice of non-renewal. Franchisor may also extend the contract period to allow Distributor Franchisee the time to perform according to the criteria, if reasonable attempt is being made.

2.5 Fees—Franchise. The franchise fee is $7,500 per territorial unit as described in Paragraph 1.1 above.

2.6 Fees—Renewal. Renewal fees of $100, (unless changed at the sole discretion of the Franchisor), is due at the time of renewal.

2.7 Fees—Royalties. No royalty fees are owed by franchisee on product that is purchased from Mountain Man Nut & Fruit Co. Only products purchased from Mountain Man Nut & Fruit Co. may be sold on the route, subject to immediate termination without notice for breach.

2.8 Fees—Transfer. These fees range from $1,000 to $4,000. Please see schedule in Article XIX, 19.1.F

ARTICLE III
TRAINING AND ASSISTANCE

3.1 Initial Training. Franchisor shall provide to Distributor Franchisee a Franchise Operations Manual, and Product Knowledge Manual. These training aids shall be used by the Distributor Franchisee prior to beginning operations.

3.2 Field Training. The Distributor Franchisee may request field training by the Franchisor after an initial 30-day period of actively working the route. The Franchisor may, at it's sole discretion, provide such field training at no charge to the Distributor Franchisee provided that the Distributor Franchisee is in compliance with this agreement and can substantiate their need for such training.

3.3 Additional Assistance. Franchisor shall be reasonably available to provide advice and counseling with respect to the operations of the Distributor Franchisee's business as the Distributor Franchisee may reasonably require during normal business hours of Franchisor.

3.4 Fee. If Franchisor should be requested to assist the Distributor Franchisee after any initial training, Franchisor may charge a fee for such assistance, which will be agreed upon in advance by Distributor Franchisee and Franchisor. Additionally, Distributor Franchisee shall be responsible for the Franchisor's representative's transportation, meals, lodging, and other expenses should a representative travel to the Franchise Territory to provide such assistance.

3.5 Ongoing Education. Educational seminars or other training sessions may, at Franchisor's sole and absolute discretion, be scheduled to provide Distributor Franchisee information on topics such as sales, promotion, and advertising. The Distributor Franchisee's attendance shall be mandatory at no more than four (4) such seminars or training sessions per year if he lives within a 150-mile radius of the location of the meetings. Such mandatory attendance shall only apply during the initial term of the agreement (first three years). Franchisor shall bear the cost of the seminars and training materials. Distributor Franchisee shall bear all transportation, food, lodging, and other costs incurred as a result of attending the seminars.

3.6 Release of Franchisor upon Renewal. At the time that both the Franchisor and Franchisee have renewed this contract, the Franchisor shall be released from any training requirement and Franchisee shall be deemed to be fully trained.

3.7 Release of Franchisor upon Resale. At the time that the Franchisee sells his route and the new Franchisee signed the Distributor Franchise Agreement, the Franchisor shall be released from any training requirement unless requested to do so by new Franchisee. A fee will be charged as negotiated between Franchisor and Franchisee. The responsibility of training rests upon the seller, and any buyer is entitled to a training period of not less than two weeks. This will be provided by the seller in the event of a route transfer.

ARTICLE IV
DISTRIBUTOR FRANCHISEE REQUIREMENTS

4. This franchise requires a full-time effort by the Distributor Franchisee. Distributor Franchisee agrees that his full-time effort will be given to selling Mountain Man Nut & Fruit Co. products. Full-time effort will be interpreted as 8 hours per day, 5 days per week given to the sale and procurement of customers on a route, with regular service being performed to these customers. No part-time effort (less than 40 hours per week) will be considered as fulfilling the requirements of this contract. Any distributor not working 40 hours per week (full-time) will be subject to termination.

Franchisee must maintain his personal hygiene and appearance in a manner that will not be offensive to customers on the route. This includes clothing that is clean and neat in appearance, hair that is clean and neat, no body piercings that are visible other than on the earlobes (limited to 2 per ear) or tattoos covering more than 4 square inches that are not covered with clothing. No smoking is permitted by Distributor Franchisees. Also, no smoking is permitted in any area that product is stored or transported.

4.1 Vehicle. Distributor Franchisee shall have available a vehicle in good working condition suitable for use in distributing Mountain Man products in the Franchise Territory.

4.2 Storage Facility. Mountain Man Nut & Fruit Co. has built its reputation on delivering fresh, quality product to its customers. Distributor Franchisee shall have available an adequate amount of clean, smoke and odor-free storage space to be used for storing Mountain Man products and supplies.

4.2.A Pest Control. It is the Distributor Franchisee's responsibility to keep this storage area sanitary and free from pests. Meeting these responsibilities may require the use of an outside pest control service at regular intervals at the expense of the Distributor Franchisee.

4.2.B Home Storage. Product storage in your home may or may not be possible depending on the regulations of your state and/or local governments. It is the Distributor Franchisee's responsibility to research and comply with these regulations.

4.3 General Liability Insurance. Distributor Franchisee must obtain general liability insurance coverage in the amount of One Million Dollars ($1,000,000), which covers liability for bodily injury, property damage, and premises. This is required to cover any damage that might occur while you are on route, and it is often required by a property owner before you are allowed into their building. If you have an existing homeowner's policy, it is possible that the liability policy can be added as an umbrella to an existing policy. However, the Distributor Franchisee should consult their insurance agent to confirm this. Should the Distributor Franchisee have any trouble obtaining this policy, the Franchisor will assist with information on known insurers that other Distributor Franchisees are working with. Distributor Franchisee must provide a certificate of insurance to the Franchisee.

When requesting this proof of insurance with your agent, instruct them to list Mountain Man Nut & Fruit Co. as an additional insured and have them send the certificate to:

Mountain Man Nut & Fruit Co.

10338 S. Progress Way
Parker, CO 80134
303-841-4100 FAX

4.4 Automobile Liability Insurance. Prior to the commencement of operations, Distributor Franchisee is required to provide Franchisor with a Certificate of Insurance from a carrier acceptable to Franchisor, showing Five Hundred Thousand Dollars ($500,000) of combined single limit automobile liability coverage on Distributor Franchisee's delivery vehicle.

4.5 Certificates of Insurance. The insurance policies discussed above shall provide thirty (30) days written notice to Franchisor of cancellation of the coverage. Distributor Franchisee must obtain replacement coverage within ten (10) days prior to the expiration or cancellation of coverage.

4.6 License. Distributor Franchisee shall obtain any license required by any state or jurisdiction where this Distributor Franchise Agreement is to be performed and shall maintain such license throughout the term of this Distributor Franchise Agreement.

4.6.A Sales Tax License. It is the Distributor Franchisee's responsibility to obtain a sales tax license or an exemption certificate from the state in which the Distributor Franchisee is doing business. A copy of said license must also be kept on file with the Franchisor.

4.7 Absence from Route. Should the Franchisee be injured (event) or unable to perform the duties of maintaining the route on a full-time basis (See section 4), Franchisee must inform the Franchisor within 72 hours of such event. If this absence is to be for a period longer than 30 days, then Franchisee is responsible to appoint someone ("temporary distributor") to temporarily fill the position of performing the duties of maintaining the route. Franchisee must also notify Franchisor of the name, address, and telephone number of this "temporary distributor". Under no circumstances will this person be allowed to service the route for a period longer than 90 days from the date of the event. If Franchisor has not been notified of the temporary filling of this route within 7 days, then Franchisor may, at it's sole discretion, appoint a temporary distributor to service the accounts until Franchisee is able to once again take on the duties of a full-time distributor. Franchisee must submit a route schedule to Franchisor, which includes the name, address, and service schedule of all accounts. This "temporary distributor" will have no right to service customers after the Franchisee is able to resume his duties. There will be no monetary compensation to the Franchisee of record by either the Franchisor or any temporary distributor named to service the accounts for this interim period.

In the event that the Franchisee will be disabled as described above for a period longer than 90 days, Franchisor has the right to ask the Franchisee to sell his territory, at Franchisor's sole discretion.

4.8 Franchisor's right to inspect. Franchisor shall have the right to accompany Franchisee on his route from time to time for the purpose of offering advice and comment on Franchisee's method of operation. This will be accomplished at Franchisor's request at a time mutually acceptable, but within 7 (seven) days from Franchisor's request.

ARTICLE V
TRADEMARK

5.1 Ownership. The trademark "Mountain Man Nut & Fruit Co." is the exclusive property of Franchisor together with associated trade names, service marks, insignia, logos, and labels used to identify Mountain Man products, referred to collectively as "Symbols". Nothing in this Distributor Franchise Agreement shall give the Distributor Franchisee any interest in the above assets of the Franchisor.

5.2 Use of Symbols. Franchisor grants to Distributor Franchisee, upon the terms and conditions herein contained, during the term of this Distributor Franchise Agreement, the right to use and display Franchisor's Symbols in connection with his distribution operations. Use of such symbols is limited to the following conditions:

5.2.A Use of logo. The Logo (circle with mountains and trees as shown at start of contract) is an integral part of the trademark for Mountain Man Nut & Fruit Co. It can only be used with the name, "Mountain Man Nut & Fruit Co.," and cannot be incorporated into any other logo or design. Furthermore, in using the logo with the name, the name must be drawn in the same lettering style as shown at the beginning of this contract. Utilizing the logo in any other fashion is a violation of federal trademark law.

5.2.B Use of "Mountain Man Nut & Fruit Co." Franchisor does not grant Distributor Franchisee the right to use the name "Mountain Man Nut & Fruit Co." as identification for his or her business on bank accounts, in purchasing, in establishing credit, etc. Distributor Franchisee must choose a name for his or her business, which must be approved by the Franchisor. Distributor Franchisee can then use the phrase, "Distributor for Mountain Man Nut & Fruit Co." in conjunction with their business name (i.e. Sandy's Candy, Distributor for Mountain Man Nut & Fruit Co.) Under no circumstances may a Distributor Franchisee register for a trade show as "Mountain Man Nut & Fruit Co.", or use the name "Mountain Man Nut & Fruit Co." in such a way that they would be construed to be representing Mountain Man Nut & Fruit Co., the Franchisor, when purchasing any product or in any business relationship that would use the credit and good name of Mountain Man Nut & Fruit Co. to gain advantage or to incur debt. The use of our trademarked name “Mountain Man Nut & Fruit Co.” in such a way is a violation of this contract without right to cure.

5.3 Use on Other Products. Distributor Franchisee hereby covenants and agrees that he will not at any time use Franchisor's Symbols to identify other products not purchased from Franchisor. He also agrees not to sell items in conjunction with products of Mountain Man Nut & Fruit Co. which would cause the assumption of association with Mountain Man Nut & Fruit Co. products.

5.4 Defense of Symbols. Franchisor shall defend the Symbols against infringement by any person, corporation or other entity if the Symbols are used in such a manner as to confuse the trade or public in identifying Franchisor's products or programs.

5.5 Limitation of Liability. In the event that a claim, suit or demand is commenced by any third party against Distributor Franchisee related to the use of the Symbols by Distributor Franchisee, Franchisor shall promptly defend Distributor Franchisee against such action with counsel of Franchisor's choosing. If a judgment in such action is ultimately established by a final judgment of a court of competent jurisdiction, Franchisor's liability to Distributor Franchisee shall be limited to the following:

1. Franchisor shall bear any money judgment, including interest, costs and fees, if any, awarded against Distributor Franchisee in said final judgment.

2. Franchisor shall bear the reasonable cost of removing any infringing marks, logos or insignias from any facilities, supplies or goods of Distributor Franchisee.

At its election, Franchisor may satisfy its obligations hereunder by purchasing such supplies or goods from Distributor Franchisee at his actual cost.

3. Franchisor shall provide to Distributor Franchisee a new mark, logo or insignia to replace that which was prohibited by such action, as soon as reasonably possible. In no event shall Franchisor have any liability or obligation to Distributor Franchisee for any other asserted loss or damage to Distributor Franchisee or his business, including, without limitation, any asserted lost profits or other damages to Distributor Franchisee's business or goodwill.

ARTICLE VI
PERFORMANCE CRITERIA

6.1 Performance Criteria. Basic performance of the Distributor under this Agreement will be evaluated by the Franchisor based on wholesale purchases.

6.2 Minimum Objectives Defined. After a start up period of one hundred twenty days (120) days, (four months) a new distributor is required to average $400 per week in wholesale purchases minimum.

6.2.A. After twelve (12) months of operation, a distributor is required to average a minimum of $550 per week in wholesale purchases minimum.

6.2.B. After eighteen (18) months of operation, a distributor is required to average a minimum of $750 per week in wholesale purchases minimum.

6.2.C. Performance Criteria for an Assignee of a contract will be considered to be maintaining or exceeding the historic volume of the route purchased, but in no case less than the minimums outlined above.

6.3 Sales Growth. Distributor commits to use every effort to promote the sale of the Products, to advertise and canvas and to prominently display the Products, to maintain an inventory at all times equal to one week's required purchases, to fill orders promptly and to enable attainment of the standards above. The above criteria is based on the expected results of working the distributorship on a full time basis of 40 hours per week.

6.3.A. The Franchisor will have the option of non-renewal if the performance is below the criteria described above.

6.3.B. Any franchise that is performing below the levels described above, for the purposes of resale, will be deemed to be non-transferable, without retraining by the Franchisor. The Distributor Franchisee would be limited in the sale of the area to finding a buyer and being available to introduce the new Distributor Franchisee in the accounts. Training of the new distributor would be done by the Franchisor and a fee of $2500 would be payable before assignment and before training.

6.3.C. Time of the Essence. Time is of the essence in the performance of this Agreement.

6.4 Inability to Perform. Either Party's obligation to perform duties under this Agreement is suspended if the failure to perform is caused by fire, floods, earthquakes, explosions, failure or destruction of equipment, plant, premises, or facilities; riots, war, strikes, labor disturbances; material or equipment shortages; governmental controls or orders of any court or regulatory agency; and any other event beyond the control of the Parties, such as Acts of God or force of nature. Should either party's performance be suspended in excess of sixty (60) days, this Agreement may be terminated immediately, without recourse by the other Party, by the giving of Notice as provided in Article XX hereof.

ARTICLE VII
REPORTS

7.1 Monthly Reports. Distributor Franchisee shall furnish monthly reports to Franchisor, on reporting forms supplied by Franchisor, showing all new accounts established during the month and the monthly retail sales volume of all accounts. The monthly report must also show the wholesale dollar value of inventory on hand at the end of the month. The monthly report shall be due in Franchisor's office no later than ten (10) days after the end of each month.

ARTICLE VIII
ORDERS AND PAYMENTS

8.1 Method and Frequency of Ordering. Orders by Distributor Franchisee should be placed by fax or e-mail with Franchisor on a weekly basis. In no event shall Distributor Franchisee place orders on a consistent basis less often than every fourteen (14) days.

8.2 Initial Order. Distributor Franchisee shall purchase at least two hundred fifty (250) pounds of Mountain Man product as its initial order.

8.3 Re-supply Orders. Distributor Franchisee shall submit re-supply orders at least three (3) working days in advance of the pick-up or ship date desired and is advised to call ahead on pick-up date to arrange for a specific pick-up time. The focus of the distributor franchisee program is to supply end users or customers with the finest quality products in a timely manner. To assure that inventory is being bought and resold to end users, no re-orders will be processed until the Franchisor has received the previous monthly report verifying that no less than seventy percent (70%) of the product in the Distributor Franchisee's inventory has been resold to end users or customers.

8.4 Returned Product. All food products are guaranteed to be fresh and of the highest quality. All sales are considered to be final. However, Mountain Man Nut & Fruit Co. may at its sole and absolute discretion authorize returns under the following conditions:

1. Product Failure. Should product be deemed to be inferior by both Franchisee and Franchisor, product can be returned. A Return Authorization Number must be obtained before sending any products back along with directions for how to return items in question. Credit will be issued when goods are received by Franchisor. Franchisor will only honor this commitment on product that has been in the possession of the Franchisee for less than thirty (30) days. Should it be deemed that the condition of the product resulted from improper handling by the Franchisee, no credit will be given.

2. Inventory overstock. Should product need to be returned due to unforeseen circumstances, returns are authorized for products in saleable condition and not older than two weeks from date of receipt of product. There is a ten percent (10%) restocking charge on all returned merchandise, which covers costs of repackaging and reentering products into inventory. The return policy includes everyday food products and excludes seasonal or special promotion items. There is no return allowed for overstock on seasonal or promotional items. Permission for each return must be obtained from Franchisor prior to its return. Franchisee is responsible for all charges that may arise from returning product. Authorization to return Product is at the sole and absolute discretion of the Franchisor.

8.5 Carrier. Shipment carrier selection is the responsibility of Distributor Franchisee and Distributor Franchisee acknowledges that freight charges may be payable immediately upon receipt of the goods depending upon arrangements made with the carrier by Distributor. Franchisor shall not be responsible for the selection of the least expensive or best method of shipping if it is required to select the shipment carrier due to Distributor Franchisee's failure to do so. At such failure, selection of a common carrier shall be at Franchisor's sole and absolute discretion.

8.6 Acceptance. All orders are subject to approval by Franchisor, which may be given in whole or in part on the date of shipment or the date of pick-up. Franchisor will use its best efforts to fill all orders for Mountain Man products; however, at times the popularity of certain Mountain Man products may be such that Franchisor may need to apportion certain products to ensure their availability to all Distributor Franchisees. Franchisor shall not be liable for delay or non-delivery of Mountain Man products ordered nor is Franchisor obligated to deliver to Distributor Franchisee any particular quantity of Mountain Man products.

8.7 Payment. Distributor Franchisee shall pay for all orders on a C.O.D. (cash on delivery) basis. Shipped orders must be paid for by credit card or by wire transfer before the product leaves the production facility. Title to products Franchisor sells to Distributor hereunder will pass on receipt of funds by Franchisor.

ARTICLE IX
PRICES

Distributor Franchisee is an independent contractor and shall purchase products from Franchisor at its current wholesale prices. Franchisor does not require the Distributor Franchisee to sell Mountain Man products at specific prices, but may provide guidelines for computing percentage markups. The Distributor Franchisee may sell Mountain Man products within the Franchise Territory at any price he establishes. Distributor Franchisee acknowledges that the goods purchased from Franchisor include a margin for profit in addition to the seller's costs.

ARTICLE X

ADVERTISING AND PROMOTION

10.1 Prior Approval. Franchisor may provide Distributor Franchisee with advertising and promotional materials. If such materials are provided, Distributor Franchisee is encouraged to duplicate, distribute, and use the materials in promotional activities. If Distributor Franchisee desires to use additional promotional materials, at least twenty (20) days prior to their intended use Distributor Franchisee shall deliver to Franchisor for its approval all advertising copy, promotional material, or other written or printed material Distributor Franchisee desires to use in promoting the sale of Mountain Man products. Unless Franchisor notifies Distributor Franchisee within fifteen (15) days of receipt that the materials have been disapproved, the Distributor Franchisee may proceed to use the materials.

10.2 Display of Logo. Distributor Franchisee shall use and display the "Mountain Man Nut & Fruit Co." trade name, trademark and logo during the term of this Distributor Franchise Agreement, and will make the foregoing the primary focus of identification on all promotion and sales material and all direct mailings.

10.3 Additional Programs and Merchandise. Franchisor has and will continue to make improvements to the Products and methods of operation. Distributor will have the opportunity to adapt, and may be required to adapt, to such improvements at the election of the Franchisor when introduced by the Franchisor. In this connection, and in an effort to comply with federal labeling requirements, ensure safe distribution of the Products and to protect the continuity, quality control, and potential products liability exposure and Marks of the Products being offered, Distributor hereby agrees that all new product development, additions to the product line or creative adaptation to existing Products must have prior approval by the Franchisor.

ARTICLE XI
CONFIDENTIAL INFORMATION

11.1 Preservation of Trade Secrets and Confidential Information. The parties acknowledge and agree that the Franchisor has developed and acquired certain valuable intellectual property and trade secrets which the parties agree to protect by this covenant of confidentiality.

11.2 Definition. For purposes of this Distributor Franchise Agreement, "Trade Secrets" shall include all information regarding the following: materials, specifications, designs, plans, formulas, engineering, purchasing, manufacturing techniques, sales techniques, forms, advertising materials, work orders, customer lists, contracts, policy statements, budgets, materials concerning Mountain Man Products, financial condition, and employees and materials containing the foregoing, including without limitation, all manuals, bulletins, instruction sheets and supplements of Franchisor.

11.3 Prohibited Uses. Distributor Franchisee will preserve the Trade Secrets of Franchisor and will use such property and material solely for the purposes of this Distributor Franchise Agreement.

11.4 Survival of Covenant. This covenant to maintain the confidentiality of Franchisor Trade Secrets shall survive the termination or expiration of this Distributor Franchise Agreement, whether by reason of default, lapse of time, or other cause.

11.5 Remedies. The parties acknowledge and agree that substantial and irreparable harm to the Franchisor will occur if Confidential Information is disclosed in violation of this Distributor Franchise Agreement. The parties agree that an injunction without bond is a proper remedy to enforce the terms of this covenant in addition to all other remedies available at law or in equity.

ARTICLE XII
TERMINATION

12.1 Distributor Termination. Distributor Franchisee may terminate this Distributor Franchise Agreement upon not less than thirty (30) days written notice to Franchisor, but the franchise fee shall not be refunded regardless of the duration of the Distributor Franchise Agreement. Distributor Franchise fees are non-refundable.

12.2 Termination for Good Cause. Franchisor may terminate this Distributor Franchise Agreement for "Good Cause." Good Cause is defined as a material breach of any provision of this Distributor Franchise Agreement.

12.3 Non-monetary Default - Right to Cure. Except with respect to Distributor Franchisee's failure to pay any of the sums due the Franchisor hereunder, the Franchisor may terminate the Franchise Agreement if the Distributor Franchisee fails to cure a default within thirty (30) days after written notice of such default. In the case of a default which is impossible to cure within said thirty (30) day period, the Distributor Franchisee will be given a reasonable amount of time in which to cure the default provided Distributor Franchisee advises Franchisor in writing of the need for such additional time within the thirty (30) day period, and uses its best efforts to cure said default at the earliest possible time. This Distributor Franchise Agreement may be terminated at Franchisor's option upon Distributor Franchisee's failure to timely cure a non-monetary default.

12.4 Monetary Default - Ten (10) day right to cure. If Distributor Franchisee defaults in the payment of any sum due under this Distributor Franchise Agreement, Franchisor may at its election terminate this Distributor Franchise Agreement provided Distributor Franchisee is given written notice of the default and ten (10) days in which to cure the default. Termination pursuant to this provision is effective upon the date of notification if the default is not cured.

12.5 Multiple Defaults within Twelve (12) Month Period. If two (2) defaults of the same provision of this Distributor Franchise Agreement occur within a twelve (12) month period for which Distributor Franchisee has been given notice and opportunity to cure, Franchisor may terminate this Distributor Franchise Agreement upon any subsequent default of the same provision within such twelve (12) month period without notice or opportunity to cure.

12.6 Termination Without Notice. The Franchisor has the right to terminate this Distributor Franchise Agreement without prior written notice to the Distributor Franchisee or right to cure upon the occurrence of any of the following incurable breaches of this Distributor Franchise Agreement by the Distributor Franchisee:

1. Representing oneself as Mountain Man Nut & Fruit Co. when registering at a tradeshow, applying for credit, or in any way using the good name and credit of Mountain Man Nut & Fruit Co. which would imply corporate affiliation.

2. In the event the Distributor Franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the Franchisor and the Mountain Man system, including, but not limited to, the sale of products from a

third party under the Mountain Man trademark or name, or the sale and distribution of merchandise not approved by Franchisor.

3. If the Distributor Franchisee is convicted of a felony or any other criminal misconduct, which is relevant to the operation of the franchise.

4. If the Distributor Franchisee abandons the franchised business. For purposes of this Distributor Franchise Agreement, "Abandonment" shall mean: (1) any time the Distributor Franchisee fails to sell Product to accounts previously established or to establish new accounts in the Franchise Territory for a period of eleven (11) consecutive working days without the prior written approval of Franchisor; or (2) Distributor Franchisee fails to make purchases of more than $500 from the Franchisor during any 30 day period of time. An annual vacation of ten (10) consecutive working days or less will not require written approval of Franchisor. A vacation of longer than ten (10) consecutive working days will require written approval by Franchisor of Distributor Franchisee's plan for coverage of the Franchise Territory during his absence.

5. In the event the Distributor Franchisee is declared bankrupt or judicially determined to be insolvent, or all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or the Distributor Franchisee admits its inability to pay its debts as they come due.

6. In the event that the Distributor Franchisee makes any material misrepresentation relating to the acquisition of the franchise business.

7. The Distributor Franchisee fails, for a period of ten (10) days after notification of noncompliance, to comply with any federal, state, or local law or regulation applicable to the operation of the franchise.

8. The Distributor Franchisee has any three violations of this contract within one contract period of this Distributor Franchise Agreement, whether or not corrected after notice.

9. The Franchisor makes a reasonable determination that continued operation of the franchise by the Distributor Franchisee will result in an imminent danger to public health or safety.

10. Distributor Franchisee opens an unlicensed and unapproved Mountain Man Nut & Fruit Co. retail store or sells Mountain Man Nut & Fruit Co. branded product to a retail store for sale or distribution.

11. Selling non-Mountain Man product on the route.

12. Operating in another franchisee's territory after being notified of the breach.

12.7 Suspension. Should any party's performance under this Distributor Franchise Agreement be suspended as defined in Article VI, in excess of sixty (60) days regardless of the cause, this Distributor Franchise Agreement may be terminated immediately by the other parties following written notice.

ARTICLE XIII

RIGHTS OF THE PARTIES UPON TERMINATION OR EXPIRATION

13.1 Payments Due. In the event of termination or expiration of this Distributor Franchise Agreement, whether by reason of default, lapse of time, or other cause, all monies owed to Franchisor by Distributor Franchisee shall become immediately due and payable.

13.2 Discontinuance of Use of Marks and Confidential Information. In the event of termination or expiration of this Distributor Franchise Agreement, whether by reason of default, lapse of time, or other cause, Distributor Franchisee shall forthwith discontinue the use of Franchisor's Symbols, as defined in Article V hereof, and shall not thereafter operate or do business in any manner that might tend to give the general public the impression that it is operating as a Distributor Franchisee of Mountain Man products. Distributor Franchisee shall also immediately cease to use any of Franchisor's confidential information.

13.3 Customer Lists. Upon termination or expiration of this Distributor Franchise Agreement, Distributor Franchisee shall furnish Franchisor with complete customer lists of existing accounts.

ARTICLE XIV

COVENANT NOT TO COMPETE

14.1 Terms of Covenant. Distributor Franchisee covenants that during the Initial Term of this Distributor Franchise Agreement and any renewal thereof, and for a period of two (2) years immediately following the termination of this Distributor Franchise Agreement, whether by reason of default, lapse of time or other cause, Distributor Franchisee will not directly or indirectly own, manage, operate, control, or be employed by, participate in or be connected in any manner with the ownership, management, operation or control of any business similar to the Mountain Man Nut & Fruit Co. system. This non-compete would be effective in an area that would be a 100-mile radius using the contracted area (Exhibit A) of this contract as the center and includes the contracted area. This radius can be altered by a court of law modifying the provision of this non-compete to what they consider to be fair, reasonable, and necessary.

14.2 Breach of Covenant. Should Distributor Franchisee breach the Covenant Not to Compete, Distributor Franchisee agrees that said breach would, in fact, do irreparable harm to Franchisor, therefore, either shall be entitled, upon the breach of said Covenant Not to Compete, to ask for and to receive, in addition to any other rights or remedies which it may have, a temporary restraining order, preliminary injunction and permanent injunction from any court of competent jurisdiction preventing Distributor Franchisee from violating the terms of said Covenant Not to Compete. Franchisor shall be entitled to recover attorneys' fees and costs related to any action commenced to enforce this Covenant Not To Compete.

14.3 Experience in Other Fields. Distributor Franchisee acknowledges that he has previously worked or been gainfully employed in other fields, and that this provision will in no way prevent him from earning a living.

ARTICLE XV

RELATIONSHIP OF THE PARTIES

15.1 No Partnership, Joint Venture or Agency. In all matters pertaining to the operations of Distributor Franchisee's business, Distributor Franchisee is and shall be an independent contractor. Nothing herein contained shall be construed so as to create a partnership, joint venture or agency, and neither party shall be liable for the debts or obligations of the other.

15.2 No Obligations. The Distributor Franchisee may not assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Franchisor or bind them in any manner or thing whatsoever. This includes business supply purchases, trade shows, rents, etc. These business transactions must be carried out in the Distributor Franchisee's business name rather than as Mountain Man Nut & Fruit Co.

15.3 Filings and Taxes. Distributor Franchisee agrees to make appropriate filings with the taxing authorities as a self-employed individual and to account for and make all payments required by the local, state and federal authorities including income tax, social security, workman's compensation, and unemployment tax.

ARTICLE XVI
INDEMNIFICATION

Distributor Franchisee agrees to indemnify and hold Franchisor harmless from any and all claims made by taxing authorities resulting from actions taken by Distributor Franchisee in performance of this Distributor Franchise Agreement. To the fullest extent permitted by law, and not limited to the extent or amount of any insurance coverage, the Distributor Franchisee shall indemnify and hold harmless Franchisor, their agents and employees from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees, arising out of or resulting from the Distributor Franchisee's performance of this Distributor Franchise Agreement.

ARTICLE XVII

INTEGRATION OF AGREEMENT

This Distributor Franchise Agreement and the documents referred to herein shall be construed together and constitute the entire Distributor Franchise Agreement between the parties hereto and supersedes all prior negotiations, understandings, representations and agreements, if any. No representation has been made to Distributor Franchisee except as set forth herein. Distributor Franchisee acknowledges that he is entering into this Distributor Franchise Agreement as a result of his own independent investigations and not as a result of any representations of Franchisor, their agents, officers or employees other than those representations contained in any Disclosure Document, Prospectus, or other similar documents required to be given to Distributor Franchisee pursuant to applicable law.

ARTICLE XVIII
AMENDMENTS

18.1 This Distributor Franchise Agreement, including but not limited to this provision, may not be amended orally, but may be amended only by a written instrument signed by the parties hereto.

18.2 Notwithstanding the provisions of Paragraph 18.1, above, circumstances may exist that Franchisor believes require amending all Distributor Franchise Agreements. Franchisor will have the right to amend this Agreement to the extent that Franchisor deems advisable, provided that Franchisor makes the same amendment in all Distributor Franchise Agreements generally. The amendment, if any, will be sent out in a Notice signed by the President of Mountain Man Nut & Fruit Co., the Franchisor. Thirty-five (35) days after delivery of the Notice to the Distributor, this agreement will be deemed to be amended in the manner and to the extent set forth in the notice.

ARTICLE XIX

ASSIGNMENT

19.1 Consent to Assignment. The Distributor Franchise Agreement shall not be assigned, sold, or transferred by the Distributor Franchisee, directly or indirectly, without the consent of the Franchisor. Such approval shall not be unreasonably withheld. It shall be reasonable for the proposed assignment to meet the following conditions:

A. A complete list of customer accounts and route schedule must be compiled with one (1) copy provided to the franchisor and one (1) copy provided to the buyer at closing of sale.

B. Distributor Franchisee must be in full compliance with all of the terms of this Distributor Franchise Agreement.

C. The assignee must meet the financial and business experience requirements established by Franchisor.

D. The assignee must agree to execute a document evidencing his consent to the assignment and his intention to be bound by the provisions of this assignment.

E. No assignment will be allowed in the first eighteen (18) months following the effective date of this Distributor Franchise Agreement without penalty. The eighteen-month requirement applies to the first contract term only, and is not a requirement under subsequent renewal terms. Assignment of a route during this first eighteen (18) months will only be allowed under extreme circumstances as approved by the Franchisor and under the conditions imposed by the Franchisor. Prior to any sale, all performance criteria must have been met by franchisee. Penalty may be assessed up to a maximum of $4,000 for early assignment at franchisor's sole discretion.

F. The Distributor must have achieved the performance criteria as set forth in section VI of this contract. If the criteria has not been achieved, the transfer fee schedule to assure proper training and orientation of the new distributor is as follows: Less than $20,800 in wholesale purchases over the preceding 12 months, the fee shall be $4,000; more than $20,800, but less than $28,600 in wholesale purchases over the preceding 12 months, the fee shall be $2,000; more than $28,600, but less than $39,000 in wholesale purchases over the preceding 12 months, the fee shall be $1,500; more than $39,000 in wholesale purchases over the preceding 12 months, the fee shall be $1,000.

G. All transfer fees must be paid by the assignor.

19.2 Disclosure Requirements. A request for the approval of an assignment shall contain representations that:

1. The assignor has agreed to accompany the assignee on sales calls within the Franchise Territory for two (2) weeks following the effective date of the assignment;

2. The assignee will be provided a complete and accurate customer list by the assignor at the time of the execution of the assignment agreement;

3. The assignee was furnished a copy of Franchisor's most recent disclosure document or offering circular at least ten (10) days prior to the execution of the assignment agreement and a copy of the disclosure document or offering circular

received by the assignor prior to the execution of this Distributor Franchise Agreement; and

4. The assignee was furnished records of the assignor's sales and purchases of Mountain Man products for at least the thirty-six (36) months, (unless their route sale records are less than 36 months, in which case all records must be provided) preceding the effective date of the assignment. Assignor agrees that Mountain Man may release his purchase records to the candidate assignee upon request without notice to assignor.

19.3 Survivorship. Notwithstanding the foregoing, the spouse or an adult child of Distributor Franchisee may continue operations under this Distributor Franchise Agreement upon the death of the Distributor Franchisee, providing they are qualified to do so, and meet the approval of the franchisor.

ARTICLE XX
NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall be served on the other party personally, or by registered or certified mail, postage prepaid. Any notice to Franchisor shall be addressed to Mountain Man Nut & Fruit Co. at 10338 South Progress Way, Parker, Colorado, 80134, and shall be addressed to Distributor Franchisee at the addresses shown on the first page of this Distributor Franchise Agreement. Any party may designate another or additional addresses or agents for receipt of notice at any time by appropriate written notice to the other parties. Service of any notice or demand by mail shall be deemed complete and shall be effective three (3) days from the date the same is deposited in the United States mail.

Notwithstanding the foregoing, payments by check or other routine communications may be sent by regular mail.

ARTICLE XXI
GENERAL PROVISIONS

21.1 Choice of Law. This Distributor Franchise Agreement, and specifically all Covenants Not to Compete, are to be construed in accordance with the laws of the State of Colorado.

21.2 Titles Do Not Control. The titles and subtitles of the various Articles, Paragraphs, and subparagraphs of this Distributor Franchise Agreement are inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Distributor Franchise Agreement.

21.3 Gender. Throughout this Distributor Franchise Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa.

21.4 Construction of Language. It is hereby agreed that if any provision of this Distributor Franchise Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Distributor Franchise Agreement, all of which provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Distributor Franchise Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. The language in all parts of this Distributor Franchise Agreement shall in all cases be construed simply according to its fair meaning, and not strictly for or against Franchisor or Distributor Franchisee.

21.5 Nonwaiver. No waiver or delay in enforcement of any breach of any term, covenant, or condition of this Distributor Franchise Agreement shall be construed as a waiver of any preceding or succeeding breach or delay in enforcement of any other term, covenant or condition of this Distributor Franchise Agreement; and the acceptance of any payment specified to be paid by Distributor Franchisee hereunder shall not be construed to be a waiver of any other breach of any term, covenant, or condition of this Distributor Franchise Agreement.

21.6 Limitations of Law. Notwithstanding anything to the contrary contained in this Distributor Franchise Agreement, in the event any valid applicable law or regulation of a governmental authority or any determination by an arbitrator or court of law having jurisdiction over this Distributor Franchise Agreement and the parties hereto should limit Franchisor rights of termination hereunder, or shall require longer notice periods than those set forth above, or shall deem any provision hereof invalid or unenforceable, this Distributor Franchise Agreement shall be amended to conform to such laws or regulations, including but not limited to the reduction of areas or periods of time regarding Covenants Not To Compete. Franchisor shall not, however, be precluded from contesting the validity, enforceability, or application of such laws, regulations, or determinations in any action, hearing, or dispute relating to this Distributor Franchise Agreement.

21.7 Attorneys' Fees. In the event Franchisor should prevail in the enforcement of their rights hereunder in any litigation or arbitration, said party shall be entitled to recover its reasonable attorneys' fees and costs incurred in obtaining such enforcement.

21.8 Successors. This Distributor Franchise Agreement shall be binding upon the permitted successors and assigns of the parties hereto. In the event of an assignment of the Distributor Franchise Agreement by Franchisor (for which there is not limitation herein), Franchisor shall be relieved and released from all liability hereunder from the date of such assignment.

ARTICLE XXII
JOINT AND SEVERAL LIABILITY

If there shall be more than one person referred to herein as the Distributor Franchisee, then their obligations and liabilities herein shall be joint and several.

ARTICLE XXIII
ARBITRATION

If any controversy arises out of events or provisions relating to or included within this Distributor Franchise Agreement, the same shall be either arbitrated or litigated, at the sole discretion of the Franchisor.

1. If arbitrated, the case will be tried in accordance with the then applicable rules and procedures of the American Arbitration Association in effect at the time of the dispute, in the State of Colorado or such other location as shall be agreed upon by the parties to this Distributor Franchise Agreement. Franchisor will submit a list of three arbitrator candidates to Franchisee for his selection of arbitrator. Judgment on such arbitration award may be entered in any court having jurisdiction.

2. If litigated, the case will be tried in accordance with the then applicable federal and Colorado State laws. The dispute will be tried in the State of Colorado, or such other location as shall be agreed upon by the parties to this Distributor Franchise

Agreement. Judgment on such litigation award may be entered in any court having jurisdiction.

ARTICLE XXIV
CAVEAT

24.1 No Guarantee of Success. The success of the business venture contemplated to be undertaken by Distributor Franchisee by virtue of this Distributor Franchise Agreement is speculative and depends, to a large extent, upon the degree of motivation, individual personality and ability of the Distributor Franchisee as an independent businessperson, as well as other factors. Franchisor makes no representation or warranty as to the potential success of the business venture contemplated hereby.

24.2 Independent Investigation. Distributor Franchisee acknowledges that he has entered into this Distributor Franchise Agreement after making an independent investigation of Franchisor's operation, and not upon any representation as to profits which Distributor Franchisee in particular might be expected to realize, nor has anyone made any other representation which is not expressly set forth herein, to induce Distributor Franchisee to accept this franchise and execute this Distributor Franchise Agreement.

24.3 Legal Counsel. Distributor Franchisee acknowledges that this Distributor Franchise Agreement is a binding legal document and that he has been advised by Franchisor to seek the advice of legal counsel prior to executing this Distributor Franchise Agreement. Distributor Franchisee represents that he has read this document thoroughly; that he understands its provisions and that he has either obtained such legal advice or, due to experience in business matters, has determined that such counsel is not required.

ARTICLE XXV
SUBMISSION OF AGREEMENT

The submission of this Distributor Franchise Agreement does not constitute an offer, and this Distributor Franchise Agreement shall become effective only upon the execution thereof by Franchisor. THIS DISTRIBUTOR FRANCHISE AGREEMENT SHALL NOT BE BINDING ON FRANCHISOR UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF FRANCHISOR. THIS DISTRIBUTOR FRANCHISE AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL AND UNLESS DISTRIBUTOR FRANCHISEE HAS BEEN FURNISHED SUCH DISCLOSURE, IN WRITTEN FORM, AS MAY BE REQUIRED UNDER OR PURSUANT TO APPLICABLE LAW.

ARTICLE XXVI
STATE SPECIFIC ADDENDUMS

The following are state specific addendums that apply to franchisees in the various states covered by an addendum:

ADDENDUM A. WASHINGTON STATE ADDENDUM FOR FRANCHISE AGREEMENT

The Washington Department of Financial Institutions, Security Division, PO Box 9033, Olympia, Washington 98507-9033 is the state agency for reporting any violations. Our agent for service in Washington is the Administrator of Securities.

Prospective franchisees should be aware that the franchise protection laws of the State of Washington provide, among its other protection, that:

> This state has statutes which may supersede the Distributor Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise (Washington Code Section 19.100.180). This state and other states may have court decisions which may supersede the Distributor Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise.

If any controversy arises out of events or provisions relating to or included within this Distributor Franchise Agreement, the same shall be arbitrated in accordance with the then applicable rules and procedures of the American Arbitration Association in effect at the time of the dispute, in the State of Washington or such other location as shall be agreed upon by the parties to this Distributor Franchise Agreement. Judgment on such arbitration award may be entered in any court having jurisdiction.

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

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 agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

The name and address of the franchisor's registered agent in this state authorized to receive service of process is the Administrator of Securities, and the successors in such office, whose address is:

Department of Financial Institutions
Division of Securities
150 Israel Road SW
Tumwater, WA 98501
360-802-8760

The signature page that follows must be returned with the receipt for the UFDD.

ACKNOWLEDGEMENT OF RECEIPT OF WASHINGTON ADDENDUM

The undersigned does hereby acknowledge receipt of this addendum

Dated this ____________day of ______________, 20______.

____
Prospective Franchisee

____
Prospective Franchisee

This page must be signed and returned with the receipt of the UFDD.

STATE SPECIFIC ADDENDUM FOR MINNESOTA FRANCHISEES

Pursuant to Minnesota State Sec. 80C.21, the section in the contract in regard to governing law shall not in any way abrogate or reduce any rights of the Franchisee as provided in Minnesota Statutes Chapter 80C.

Minn. Statute 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds.3, 4, and 5, which require, except in certain specified cases, that a Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

Minnesota Rule 2860.4400D prohibits a Franchisor from requiring a Franchisee to assent to a general release. We require an assignment of your franchise contract to the purchaser to complete the sale. This does not negate any of your rights under Minnesota law.

Minnesota Rule 2860.4400D prohibits a Franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties, or judgment notes. In the event of any conflict of law involving interpretation or application of this Distributor Franchise Agreement, the provisions of Minnesota Rule 2860.4400D shall govern.

I have read and understand this addendum

FRANCHISEE

By: ______________________________

Date

State of ______________

County of ____________________

The foregoing instrument was signed before me this _____ day of _______, 20__, by __________

____

Witness my hand and official seal.

____

Notary Public

My commission expires ______________________

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STATE SPECIFIC ADDENDUM FOR CALIFORNIA FRANCHISEES

THE CALIFORNIA DEPARTMENT OF CORPORATIONS, 320 WEST 4TH STREET, LOS ANGELES, CA. 90013-2344 is the state agency for reporting any violations. Our agent for service in California is the California Commissioner of Corporations.

There may be state and local laws, which supersede this disclosure document and contract.

The franchise agreement requires you 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 any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).

This agreement requires application of the laws and forum of another state. The franchise and development agreements require application of the laws and forum of indicated jurisdiction. This provision may not be enforceable under California law.

California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Corporations prior to a solicitation of a proposed material modification of an existing franchise. The California Franchise Investment Law requires a copy of all proposed agreements related to the sale of the Franchise be delivered together with the Disclosure Document.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise. If the franchisee agreement is inconsistent with the law, the law will control.

The franchise agreement may require binding arbitration. The arbitration may occur in Colorado with the costs being borne by the 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 Procedures 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 contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

This agreement contains a liquidated damage clause. Under Civil Code, Section 1671 certain liquidated damage clauses are unenforceable.

The provision for termination upon bankruptcy may not be enforceable under federal bankruptcy law. (11 USCA}101 et seq.)

Neither Company, any person or franchise broker in Item 2 of the UFDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in this association or exchange.

STATE SPECIFIC ADDENDUM FOR SOUTH DAKOTA FRANCHISEES

This addendum to the Franchise Agreement is agreed to this _____ day of ____________, 20___, between Mountain Man Nut & Fruit Co. and ______________________________________ to amend and revise said Exclusive Dealing Agreement as follows:

Item 17 of the Disclosure Document and Article XIV of the Exclusive Dealing Agreement are amended by the addition of the following language to the original language that appears therein:

Termination provisions covering breach of the Franchise Agreement, failure to meet performance and quality standards, and failure to make royalty payments contained in the Disclosure Document and Franchise Agreement must afford a Franchisee thirty (30) days written notice with an opportunity to cure said default prior to termination. This addendum will supersede any provision in the Franchise Agreement that allows less than 30 days for cure of the default.

Contracts in restrain of trade that take effect upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota as set forth in SDCL 53-9-8, 53-9-9, 53-9-10, and 53-9-11.

Any provision in the Franchise Agreement, which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of South Dakota is void with respect to any cause of action, which is otherwise enforceable in the State of South Dakota. Any such provision is deleted from the Franchise Agreement for use in the State of South Dakota.

The law regarding franchise registration and contracts in restraint of trade will be governed by the laws of the State of South Dakota: but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement, and interpretation under the government law of Colorado.

To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Exclusive Dealing Agreement or Exhibits or Attachments thereto, the terms of this Addendum shall govern. In witness whereof, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the _______ day of ____________, 20___.

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SIGNATURE PAGE FOLLOWS:

FRANCHISOR:
MOUNTAIN MAN NUT & FRUIT CO.

By: ____
Title: David D. Conner, President Date

FRANCHISEE:

By: ____

Date
State of ______________
County of ____________________

The foregoing instrument was signed before me this _____ day of _______, 20__, by ________________ ______________

Witness my hand and official seal.

____
Notary Public
My commission expires ________________

By: ____

Date
State of ______________
County of ____________________

The foregoing instrument was signed before me this _____ day of _______, 20__, by ________________

Witness my hand and official seal.

____
Notary Public
My commission expires ________________

STATE SPECIAL ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF NORTH CAROLINA

DISCLOSURE REQUIRED BY NORTH CAROLINA LAW

"THE STATE OF NORTH CAROLINA HAS NOT REVIEWED AND DOES NOT APPROVE, RECOMMEND, ENDORSE, OR SPONSOR ANY BUSINESS OPPORTUNITY. THE INFORMATION CONTAINED IN THIS DISCLOSURE HAS NOT BEEN VERIFIED BY THE STATE. IF YOU HAVE ANY QUESTIONS ABOUT THIS INVESTMENT, SEE AN ATTORNEY BEFORE YOU SIGN A CONTRACT OR AGREEMENT."

The registered agent authorized to receive service in the State of North Carolina is Secretary of State and the successors in such office, or its attorney. The address is State of North Carolina, Department of the Secretary of State, Attention: Mary Kelly, P.O. Box 29622, Raleigh, NC 27626-0622.

I HAVE READ THE FOREGOING DISTRIBUTOR FRANCHISE AGREEMENT AND ACCOMPANYING EXHIBITS AND/OR ADDENDUMS AND I HEREBY ACCEPT AND AGREE TO EACH OF THE PROVISIONS, COVENANTS AND CONDITIONS THEREOF. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISTRIBUTOR FRANCHISE AGREEMENT AND THE DISCLOSURE DOCUMENT. I ACKNOWLEDGE THAT THIS DISTRIBUTOR FRANCHISE AGREEMENT IS A BINDING LEGAL DOCUMENT. I HAVE EITHER OBTAINED THE ASSISTANCE OF AN ATTORNEY OR I REPRESENT THAT I HAVE DETERMINED THAT DUE TO MY EXPERIENCE IN BUSINESS MATTERS THE ADVICE OF AN ATTORNEY IS UNNECESSARY.

IN WITNESS WHEREOF, the parties hereto have executed this Distributor Franchise Agreement.

I FURTHER ACKNOWLEDGE THAT I PERSONALLY GUARANTEE TO MOUNTAIN MAN NUT & FRUIT CO., THE FRANCHISOR, THE PAYMENT OF ANY FUNDS FOR PRODUCTS PURCHASED OR FEES ACCRUED UNDER TERMS OF THIS CONTRACT, REGARDLESS OF THE LEGAL ENTITY THAT I USE TO CONDUCT BUSINESS. ALSO, I HEREBY AGREE TO BIND MYSELF TO PAY FRANCHISOR ON DEMAND ANY SUM WHICH MAY BECOME DUE FOR PRODUCT PURCHASED BY THE COMPANY THAT I REPRESENT WITH MY SIGNATURE BELOW. IT IS UNDERSTOOD THAT THIS GUARANTY SHALL BE A CONTINUING AND IRREVOCABLE GUARANTY AND INDEMNITY FOR SUCH INDEBTEDNESS THAT I SHALL INCUR THROUGH THE PURCHASE OF PRODUCT OR FEES IN CONNECTION WITH THIS FRANCHISE. I DO HEREBY CONSENT TO ANY MODIFICATION OR RENEWAL OF THE CREDIT AGREEMENT HEREBY GUARANTEED.

FRANCHISEE:

By: ______________________________

Date

State of ______________
County of ____________________

The foregoing instrument was signed before me this _____ day of ____________, 20__, by ____________
____

Witness my hand and official seal.

____
Notary Public
My commission expires _________________

UFDD/2017

By: ____
Date

State of _______________
County of _____________________

The foregoing instrument was signed before me this _____ day of ____________, 20__, by _____________ ______________________

Witness my hand and official seal.

____
Notary Public
My commission expires _________________

ACCEPTED:
FRANCHISOR:
MOUNTAIN MAN NUT & FRUIT CO.

By: ____
Title: David D. Conner, President Date

EXHIBIT C

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	AGENT FOR SERVICE OF PROCESS	STATE ADMINISTRATOR
CALIFORNIA	Commissioner of Business Oversight 320 W. 4th Street, Suite 750 Los Angeles, CA 90013-1105	California Commissioner of Business Oversite 320 W. 4th Street, Suite 750 Los Angeles, CA 90013-1105
MINNESOTA	Commissioner of Commerce Department of Commerce 85 Seventh Place East #500 St. Paul, MN 55101-3165	Minnesota Department of Commerce 85 Seventh Place East, #500 St. Paul, MN 55101-3165
NEBRASKA	Department of Banking & Finance 1230 "O" Street, Suite 400 Lincoln, NE 68508	Same
OREGON	Department of Insurance and Finance Corporate Securities Seftion Labor and Industries Building Salem, OR 96310	Same
TEXAS	Secretary of State Statutory Documents Section PO Box 12887 Austin, TX 78711-2887	Same
UTAH	Utah Department of Commerce Consumer Protection Division 160 East 300 South Salt Lake City, UT 84145-0804	Same
SOUTH DAKOTA	Director of Labor & Regulations Division of Securities 124 S. Euclid, Suite 104 Pierre, SD 57501	Director of the Department of Securities 124 S. Euclid, Suite 104 Pierre, SD 57501
WASHINGTON	Administrator, Division of Securities Department of Financial Institutions PO Box 9033 Olympia, WA 98507-9033	Same

23. ACKNOWLEDGEMENT OF RECEIPT OF UNIFORM FRANCHISE DISCLOSURE DOCUMENT BY PROSPECTIVE FRANCHISEE - FRANCHISEE COPY

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Mountain Man Nut & Fruit Co. offers you a franchise, Mountain Man must provide this disclosure document to you by the earliest of:

1. The first personal meeting to discuss our franchise, or
2. 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.

If Mountain Man Nut & Fruit Co. 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 or state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and your state reporting agency (see specific state addendum attached).

The following is the name of the franchise seller offering this franchise: David D. Conner, Pres. Mountain Man Nut & Fruit Co., 10338 S. Progress Way, Parker, CO. 80134, 303-841-4041

I have received a Uniform Franchise Disclosure Document dated __________.
This Disclosure Document included the following Exhibits: Distributor Franchise Agreement; Financial Statement

Dated: __/__/__ Signature: ________________________________

Print Name ________________________________

Dated: __/__/__ Signature: ________________________________

Print Name ________________________________

24. ACKNOWLEDGEMENT OF RECEIPT OF UNIFORM FRANCHISE DISCLOSURE DOCUMENT BY PROSPECTIVE FRANCHISEE - FRANCHISOR COPY

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

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1. The first personal meeting to discuss our franchise, or
2. 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.

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I have received a Uniform Franchise Disclosure Document dated ___________.
This Disclosure Document included the following Exhibits: Distributor Franchise Agreement; Financial Statement

Dated: __/__/__ Signature: ________________________________

Print Name ________________________________

Dated: __/__/__ Signature: ________________________________

Print Name ________________________________

This page must be returned to Franchisor after signature.

UFDD/2017