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Department of Business Oversight
Los Angeles Office

FRANCHISE DISCLOSURE DOCUMENT

Nothing Bundt Franchising, LLC
a Nevada limited liability company
4560 Belt Line #350
Addison, Texas 75001
(702) 800-7800
Website: www.nothingbundtcakes.com
E-mail: gayle.longmore@nothingbundtcakes.com

The franchise is to operate gourmet bakeries offering and selling specialty bundt cakes, other food items, and retail merchandise under the "Nothing Bundt Cakes®" mark.

The total investment necessary to begin operation of a Nothing Bundt Cakes® Bakery is $431,587 to $600,387, excluding extension fees. This includes $63,800 to $65,800 that must be paid to the franchisor and its affiliate.

Franchisor also offers an Area Development Agreement for the establishment and operation of multiple Nothing Bundt Cakes® Bakeries in a specified development area. The Area Development Fee is $35,000 for the first Bakery developed under the Area Development Agreement and $25,000 for each additional bakery developed under the Area Development Agreement. The total investment necessary to begin operation of the first Bakery under an area development business is $456,587 to $650,387, excluding extension fees. This includes $88,800 to $113,800 that must be paid to franchisor or an affiliate in connection with opening the first Bakery.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Gayle Longmore at 4560 Belt Line Road, Suite 350, Addison, Texas 75001 and (702) 800-7800.

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 inform your decision. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at

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www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 16, 2019, as amended January 20, 2020

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~~STATE COVER PAGE~~

How to Use This Franchise Disclosure Document\

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits F and G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Nothing Bundt Cakes Bakery in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchise have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

Your state may have a franchise law, or other law, that requires ~~a franchisor~~franchisors to register ~~or file with a state franchise administrator~~ before offering or selling ~~in your~~ franchises in the state. Registration does not mean that the 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~~ recommends that franchise or has verified the information in this document. To find out if your state ~~franchise administrator listed in Exhibit A for information about the franchisor, or about franchising in your~~ has a registration requirements, or to contact your state~~.~~, use the agency information in Exhibit A.

~~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~~

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

Special Risks to Consider About *This* Franchise

Certain states require that the following ~~RISK FACTORS before you buy this franchise:~~risk(s) be highlighted:

~~1. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US, AT OUR OPTION, BY MEDIATION ONLY IN DALLAS, TEXAS. OUT-OF-STATE MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE WITH US IN TEXAS THAN IN YOUR OWN STATE.~~

~~2. CERTAIN DISPUTES WITH US NOT SUBJECT TO MEDIATION MUST BE RESOLVED BY LITIGATION IN DALLAS, TEXAS. IT MAY COST YOU MORE TO LITIGATE WITH US IN TEXAS THAN IN YOUR OWN STATE.~~

~~3. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT THEY ARE GOVERNED BY TEXAS LAW, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.~~

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

2. **Governing Law.** The franchise agreement and area development agreement state that they are governed by Texas law, and this law may not provide the same protections and benefits as local law. You may want to compare these laws.

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

4. ~~5.~~ **Minimum Revenue Requirement.** You must maintain minimum revenue requirement. Your inability to maintain this requirement may result in loss of any territorial rights you are granted, termination of your franchise and loss of your investment.

~~6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.~~

~~We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. Any franchise broker or referral source is our agent and represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.~~

5. **Other Risks.** There may be other risks concerning this franchise.

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

ADDENDUM TO NOTHING BUNDT FRANCHISING, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MICHIGAN

NOTICE

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation or endorsement by the attorney general.

Any questions regarding the notice should be directed to the Michigan Department of Attorney General, 670 Law Building, Lansing, MI 48913, (517) 373-7117.

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STATE EFFECTIVE DATES

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

This Disclosure Document is either not registered or registered, on file or exempt from registration in the following states having franchise registration and disclosure laws or business opportunity laws, with the following effective dates:

California	May 28, 2019
Florida	April 27, 2019
Hawaii	Not Registered
Illinois	April 22, 2019
Indiana	April 17, 2019
Kentucky	Effective
Maryland	May 16, 2019
Michigan	April 16, 2019
Minnesota	June 4, 2019
Nebraska	Effective
New York	June 17, 2019
North Dakota	May 3, 2019
Rhode Island	Not Registered
South Dakota	April 23, 2019
Texas	Effective
Utah	Effective
Virginia	June 4, 2019
Washington	July 16, 2019
Wisconsin	April 18, 2019

In all other states, the effective date of this Franchise Disclosure Document is the Issue Date of April 16, 2019.

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

The franchisor is Nothing Bundt Franchising, LLC, d/b/a Nothing Bundt Cakes Enterprises ("we," "us," or "our"). "You" means the person to whom we grant a franchise. If you are a corporation, partnership, limited liability company, or other entity, "you" includes your owners and principals.

The Franchisor

We are a Nevada limited liability company formed on May 22, 2006. Our principal business address is 4560 Belt Line #350, Addison, Texas 75001. We only do business under our corporate name, Nothing Bundt Franchising, LLC, and the trademark "Nothing Bundt Cakes®". Since 2006, we have granted franchises for gourmet bakeries which offer specialty bundt cakes, other food items, and retail merchandise under the "Nothing Bundt Cakes®" mark ("Bakeries").

We do not and have not engaged in any other business activities. We do not operate businesses of the type being offered under this disclosure document. Our list of agents for service of process is attached as Exhibit A to this Disclosure Document.

The Franchise Offered

Each Bakery offers, sells, and delivers specialty bundt cakes and other food items, and retail merchandise (the "Products") to customers ("Guests") using our proprietary System, the characteristics of which include: (a) proprietary recipes and methods for preparing, decorating, and presenting specialty bundt cakes and other baked goods (the "Proprietary Recipes"); (b) specifications for Bakery furniture, fixtures, equipment and interior and exterior design; (c) an online order fulfillment system (our "E-Commerce Program"); (d) sales techniques; (e) merchandising, marketing, advertising and inventory management systems; and (f) other general procedures for operating and managing a Bakery (the "System").

We identify the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the "Nothing Bundt Cakes®" mark, distinctive trade dress, and such other trade names, trademarks, and service marks as we now or in the future may designate in writing for use in connection with the System (the "Marks"). We continue to develop, use, and control the use of the Marks in order to identify for the public the source of products and services marketed under the System, and to represent the System's high standards of quality, appearance, and service. We reserve the right to create and develop private label products, including cake mixes, gift packages, and related items under the Marks ("Proprietary Products").

Area Development Agreement

In addition to our single-unit offering, we grant qualified individuals the right to own and operate multiple Bakeries in a designated territory through an "Area Development Agreement" for a reduced initial franchise fee per Bakery. A copy of our Area Development Agreement is attached as Exhibit C to this Disclosure Document. You must sign our then-current form of Franchise Agreement for each Bakery developed under an Area Development Agreement, the terms of which may be materially different than the terms of the franchise agreement attached to this disclosure document as Exhibit B.

The E-Commerce Program

If you are compliant with the terms and conditions of your Franchise Agreement, you can participate in our E-Commerce Program, through which you can fulfill online orders placed by Guests on

our website, http://www.nothingbundtcakes.com/ (the "Website"), for pickup, delivery, or shipping. See Item 11 for additional details regarding our E-Commerce Program.

Parent, Predecessors and Affiliates

Our parent is NBC Holdings, LLC, a Delaware limited liability company, formed on September 14, 2016, with a principal address of 4560 Belt Line #350, Addison, Texas 75001 ("Parent"). On September 30, 2016, an affiliate of Levine Leichtman Capital Partners, Inc. ("LLCP"), a private equity firm located at 335 North Maple Drive, Suite 130, Beverly Hills, California 90210, acquired control of Parent.

We have one predecessor, Nothing Bundt Franchising, Inc., which was a Nevada corporation formed on October 27, 2005, and dissolved on May 22, 2006. Our predecessor was located at 6380 S. Valley View Boulevard, Suite 222, Las Vegas, Nevada 89118.

Our affiliate, Shipp Distribution, LLC ("Shipp Distribution"), is a Nevada limited liability company formed March 7, 2006 and located at 4045 South Buffalo, Suite A101-230, Las Vegas, NV 89147. Shipp Distribution is a designated supplier of certain ingredients and materials necessary to produce Products. Shipp Distribution does not own or operate a business of the type being franchised and has never offered franchises in this or any other line of business.

Our affiliate, Denbra IP Holdings, LLC ("IP Holdings"), is a Nevada limited liability company with an address at 8965 S. Eastern Avenue, Suite 360, Las Vegas, Nevada 89123. IP Holdings owns the Marks, confidential information, copyrights, and related intellectual property associated with the System. IP Holdings does not own or operate a business of the type being franchised and has never offered franchises in this or any other line of business.

Our subsidiary, GiftingU, Inc. ("GiftingU"), is an Arizona corporation with an address at 4560 Belt Line #350, Addison, Texas 75001. GiftingU processes gift card sales and manages reimbursement of redeemed gift cards sold through the national site and which are redeemed at System Bakeries. GiftingU has never operated a business of the type being franchised and has never offered franchises in this or any other line of business.

Except as stated above, neither we or our Parent, affiliates or subsidiary offer franchises in this or any other line of business and have not engaged in any other business activities.

Affiliated Franchise Programs

Through common ownership with investment funds controlled with LLCP, we are affiliated with the franchise programs listed below. None of these affiliates have offered franchises in any line of business other than as listed below and none of them have conducted a business similar to the business that you will operate:

(1) LD Parent, Inc. is the direct or indirect parent company to the following franchisors, all of which have a principal business address of 142 State Route 34, Holmdel, New Jersey 07733:

a. Lawn Doctor, Inc. ("LDI") franchises the right to operate businesses that establish, care for and maintain lawns and other vegetation and provide pest control services under the principal trademark and service mark LAWN DOCTOR® ("Lawn Doctor Businesses"). LDI has offered Lawn Doctor franchises since 1967. As of December 31, 2018, there were 578 Lawn Doctor Businesses in the United States.

b. Mosquito Hunters, LLC ("MH") franchises the right to operate businesses that provide mosquito and pest control services through regular spraying applications and follow-up maintenance and do so under the trademark MOSQUITO HUNTERS®. MH has offered franchises since 2013. As of December 31, 2018, there were 8 franchised units operating in the United States.

(2) Hand and Stone Franchise Corp. ("Hand and Stone") franchises the right to operate Hand and Stone Massage and Facial Spas which are retail outlets that sell a comprehensive range of massage, facial and hair removal services along with complementary product offerings. Hand and Stone has offered franchises since 2007. As of December 31, 2018, there were 405 franchised units and 1 company operated unit operating in the United States and Canada. Hand and Stone's principal place of business is located at 1240 Northbrook Drive, Suite 150, Trevose, Pennsylvania 19053.

(3) CBI Parent, L.P. is the direct or indirect parent company to the following franchisors:

a. Interim Healthcare Inc. ("Interim") franchises the right to operate home health care and staffing agencies which provide permanent placement and temporary services of nursing and other health care personnel, non-medical support and companion care services and health care related home medical equipment, products and/or supplies under the name INTERIM HEALTHCARE. Interim or its predecessors have offered Interim Healthcare franchises since 1968. As of December 31, 2018, there were 332 franchised Interim Healthcare offices in operation in the United States. Interim's principal place of business is located at 1601 Sawgrass Corporate Parkway, Suite 220, Sunrise, Florida 33323.

b. Bluebird Care Franchise Limited ("BCFL") franchises the right to operate home care agencies which provide primarily non-medical personal support and companion care services in the home under the name BLUEBIRD CARE. BCFL or its predecessors have offered Bluebird Care franchises since 2007. As of December 31, 2018, there were 222 franchised Bluebird Care offices in operation in the United Kingdom and Ireland. BCFL's principal place of business is located at Charles House, Charles Street, Petersfield, Hampshire GU32 3EH.

c. Just Better Care Australia Pty Limited ("JBCA") franchises the right to operate home health care agencies which provide primarily non-medical personal support and companion care services in the home under the name JUST BETTER CARE. JBCA or its predecessors have offered Just Better Care franchises since 2006. As of December 31, 2018, there were 34 franchised Just Better Care offices in operation in Australia. JBCA's principal place of business is located at Suite A, Level 3, 43-45 East Esplanade, Manly NSW 2095.

(4) HomeVestors of America, Inc. ("HVA") franchises the right to operate businesses that buy, sell, and rehabilitate residential and commercial properties and that provide certain services to buyers and sellers under the name "HomeVestors". HVA has offered HomeVestors franchises since 1996. As of December 31, 2018, there were 1,058 franchised HomeVestors businesses in operation in the United States. HVA's principal place of business is located at 6500 Greenville Avenue, Suite 400, Dallas, Texas 75206.

None of these affiliated franchisors are obligated to provide products or services to you; however, you may purchase products or services from these franchisors if you choose to do so.

Market and Competition

Your Bakery will offer Products to the general public throughout the year and compete with traditional bakeries, dessert bakeries, caterers and gift businesses. The market for cakes is well developed and competitive. You will serve the general public and will compete with a variety of businesses, from locally owned bakeries to national and chain businesses.

Industry Regulations

You must comply with all local, state, and federal laws that apply to your Bakery's operations, including health, food handling, sanitation, nutrition, calorie content and other federal, state and local regulations that apply to the restaurant industry generally. You will also be subject to laws or regulations that are not specific to the restaurant industry, but applicable to businesses in general, including zoning laws, labor and employment laws and the Fair Labor Standards Act, workers' compensation laws, business licensing laws, tax regulations, the Americans with Disabilities Act, the Affordable Care Act, anti-terrorism and anti-corruption laws (such as the Patriot Act and the Foreign Corrupt Practices Act), and data protection and privacy laws (such as credit card protection under the U.S. Fair and Accurate Credit Transactions Act, or "FACTA"). If applicable to your Bakery, the Americans with Disability Act requires readily accessible accommodation for disabled persons and therefore may affect your building construction, site elements, entrance ramps, doors, bathrooms, drinking facilities, etc. You must obtain any applicable real estate permits (*e.g.*, zoning), real estate licenses, and operational licenses. You should consult with your attorney concerning those and other local laws and ordinances that may affect the operation of your Bakery. You should investigate these laws that may apply to the restaurant industry and to all businesses in general.

ITEM 2
BUSINESS EXPERIENCE

Manager: Lauren Leichtman

Ms. Leichtman has served as one of our Managers since September 2016. Since 1984, she has been a Founding Principal of LLCP in Beverly Hills, California.

Manager: Matthew Frankel

Mr. Frankel has served as one of our Managers since April 2018. He is currently a Partner of LLCP, located in Beverly Hills, California, with which he has been associated since 2010.

Manager: Blaine Tripp

Mr. Tripp has served as one of our Managers since September 2016. Since January 2006, he has also served as the President of Shipp Distribution in Las Vegas, Nevada.

Manager and Co-Founder: Dena Tripp

Ms. Tripp has been our Co-Founder and one of our Managers since our inception. Since 2015, she has served as President of Helianthus, LLC in Las Vegas, Nevada. She previously served as president of Denbra, Inc. in Las Vegas, Nevada from 1997 until 2015.

Manager: Karen Lin

Ms. Lin has served as one of our Managers since February 2019. She is currently an Associate Director of LLCP, located in Beverly Hills, California, with which she has been associated since 2011.

Chief Executive Officer: Kyle Smith

Mr. Smith has served as our Chief Executive Officer since December 2017. From September 2014 until November 2017, he served as our President. From July 2012 until September 2014, he served as our Chief Operating Officer. From August 1999 to July 2012, Mr. Smith served as the Senior Vice President of Operations for CiCi's Pizza of Coppell, Texas.

Chief Financial Officer: Vance Fisher

Mr. Fisher has served as our Chief Financial Officer since August 2019. From February 2018 until July 2019, he served as Chief Financial Officer for Dunn's River Brands Group of Frisco, Texas. From January 2016 until February 2018, he served as Chief Financial Officer Partner for Tatum Consulting of Dallas, Texas. From February 2007 until January 2016, he served as Chief Financial Officer of Daisy Brand of Dallas, Texas.

Chief Development Officer: Chris Bremer

Mr. Bremer has served as our Chief Development Officer since December 2017. From May 2006 until December 2017, he served as Vice President Global/Domestic Franchise Development for Brinker International located in Dallas, Texas.

Director of Franchise Sales: Gayle Longmore

Ms. Longmore has served as our Director of Franchise Sales since May 2017. From June 2014 to May 2016 she served as Assistant Vice President of Franchise Development for PrideStaff of Fresno, California. From November 2013 to June 2014, she served as Vice President of Franchise Development for Senior Helpers. From September 2008 to September 2013, she served as Director of Franchise Development for Sport Clips.

Vice President of Operations, Learning and Development: Susan Hern

Mrs. Hern has served as our Vice President of Operations, Learning and Development Training since May 2018. From March 2015 to May 2018, Ms. Hern served as our Director of Operations. From September 2014 to March 2015, Ms. Hern was a consultant for Links of London of New York, New York. From February 2013 to April 2014, Ms. Hern served as a consultant for XpresSpa of New York, New York.

Director of Facilities and Construction: Matt Wells

Mr. Wells has served as our Director of Facilities and Construction since January2019. From April 2012 to November 2018, he served as the Director of Development for Zoes Kitchen in Plano, Texas.

Vice President of Marketing: Angie Eckelkamp

Mrs. Eckelkamp has served as our Vice President of Marketing since July 2018. From November 2016 to July 2018, Ms. Eckelkamp was Director of Marketing. From June 2016 to November 2016 she served as Director of Marketing for Bar Louie Restaurants of Addison, Texas. From November 2012 to

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April 2016, she served as Director of Marketing for On the Border Mexican Grill and Cantina of Irving, Texas.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

Franchise Agreement

You must pay us an initial franchise fee of $35,000 when you sign a Franchise Agreement (the "Franchise Fee"). The Franchise Fee is payable in full and deemed fully earned and non-refundable upon payment. Except as provided in this Item, the Franchise Fee is uniform to all franchisees in our System. We do not offer financing for the Franchise Fee.

Additional Locations

If you are an existing franchise owner and wish to acquire a franchise for another territory, and if you are qualified to purchase an additional franchise, we will reduce the initial franchise fee to $25,000.

Area Development Agreement

In addition to our single-unit offering, we grant qualified individuals the right to own and operate multiple Bakeries in a designated territory through an "Area Development Agreement". The area development fee (the "Area Development Fee") is $35,000 for your first Bakery, plus $25,000 for each additional Bakery developed under the Area Development Agreement. The Area Development Fee is payable to us in the following manner: $35,000 for your first Bakery, plus $12,500 for each additional upon the execution of the Area Development Agreement. The remaining $12,500 for each additional bakery is payable when you sign a franchise agreement for an additional bakery. We will not charge an initial franchise fee for Bakeries developed under the Area Development Agreement.

If you are an existing franchise owner and wish to enter into an Area Development Agreement for multiple Bakeries in a designated territory, the Area Development Fee is reduced to $25,000 for the first Bakery, plus $25,000 for each additional Bakery developed under the Area Development Agreement. The Area Development Fee is payable to us in the following manner: $25,000 for your first Bakery, plus $12,500 for each additional Bakery to be developed upon the execution of the Area Development Agreement. The remaining $12,500 for each additional bakery is payable when you sign a franchise agreement for an additional bakery.

Initial Purchases

You must purchase certain items from Shipp Distribution before your Bakery opens for business, including cake design accessories, dry cake mixes and other ingredients, smallwares and other supplies that are distributed through our affiliate, Shipp Distribution. We estimate the cost of these items to be approximately $16,034. This amount is not refundable.

In addition, you must pay to us the sum of $5,000 to be spent by us for your opening advertising program campaign (the "Opening Advertising Program"). This $5,000 is the minimum amount to be spent for your grand opening, and you may spend more if you wish. This amount is payable to us in a lump sum when you sign the Franchise Agreement and is not refundable. We may require you to spend up to an additional $2,000 for your Opening Advertising Program.

Extension Fees

Franchise Agreement

Under Section 4.1 of the Franchise Agreement, you are required to purchase or lease an approved location for the Bakery meeting our standards and specifications (the "Approved Location") within 90 days of the Effective Date of the Franchise Agreement. In the event you do not meet the 90-day site selection deadline as required by Section 4.1 of the Franchise Agreement, we will charge you a fee of $3,500 on the 90th day via an electronic funds transfer. In the event you open your Bakery within 270 days of the Effective Date of the Franchise Agreement, we will refund the $3,500 fee. We have the right to terminate your Franchise Agreement if you fail to pay or if we are otherwise unable to process the $3,500 payment.

Under Section 4.3 of the Franchise Agreement, you must conform the Approved Location to our standards and specifications for the appearance, layout, and design of a Bakery, and fully equip and supply the Bakery pursuant to our standards and specifications and be prepared to open for business within 270 days after the Effective Date of the Franchise Agreement. Provided that you have signed a lease for the Bakery within 270 days of the execution of the Franchise Agreement, we will, upon your written request which is due to us within 30 days of the expiration of the 270-day period, provide you with a single 90-day extension, provided you pay us a non-refundable fee of $3,500 at the time of your request. We have the right to terminate the Franchise Agreement if you fail to provide us with written request of your desire to obtain an extension or otherwise fail to pay the fee, or if we are unable to withdraw the funds from your bank account via electronic funds transfer.

In the event that you have not signed a lease for the Approved Location within 270 days of the Effective Date of the Franchise Agreement, we will, upon your written request due to us within 30 days of the expiration of the 270-day period, offer you a one-time, 180-day extension to secure and conform an Approved Location to our standards and specifications for the appearance, layout, and design of a Bakery, provided you pay us a non-refundable extension fee of $10,000 at the time of your request.

If you fail to secure a site meeting our standards and specifications or complete the buildout of the Approved Location within these time frames, including any extension period, we will terminate the Franchise Agreement without refund of any fees to you.

Area Development Agreement

During the term of the Area Development Agreement you may request up to two extensions of 90 days in which to execute an Additional Franchise Agreement under the Mandatory Development Schedule (an "Extension"). In order to receive an Extension, you must request the Extension in writing no later than 60 days prior to the expiration of the deadline to execute an Additional Franchise Agreement for an additional Bakery and pay us an extension fee of $10,000. An extension of time in which to execute an Additional Franchise Agreement under the Mandatory Development Schedule will not affect your deadlines for signing Additional Franchise Agreement for any additional Bakeries to be developed under the Area Development Agreement or extend the term of the Area Development Agreement.

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Except as otherwise provided for, all fees stated in this Item 5 are fully earned and non-refundable upon payment.

ITEM 6
OTHER FEES

A. Franchise Agreement

Type of Fee	Amount	Due Date	Remarks
Royalty	5% of Bakery's weekly Net Revenues	Due on Tuesday of each week on Net Revenues during previous week ending Sunday	"Net Revenues" mean all of your revenue from operating your Bakery, including delivery, shipping, and E-Commerce Revenues and revenues made from sales to National Accounts (See Item 11), but excluding taxes collected from Guests and paid to taxing authorities and reduced by amount of any documented refunds, credits, allowances, and charge-backs made by the Bakery in accordance with our standards and specifications. All royalty payments must be made by EFT. (See Note 2)
Marketing Production Fund (the "Fund")	1% of Bakery's weekly Net Revenues	Due on Tuesday of each week on Net Revenues during previous week ending Sunday	See Item 11 for a detailed discussion of the Fund. Contributions to the Marketing Production Fund (the "Marketing Fee") must be paid by EFT.
Local Advertising Fee	3% of Bakery's weekly Net Revenues	Due on Tuesday of each week on Net Revenues during previous week ending Sunday	See Item 11 for a detailed discussion of the Local Advertising Fee. The Local Advertising Fee must be paid by EFT.
Local Cooperative Fund	If we designate a Cooperative Fund for your Territory, you must participate in the Cooperative Fund, and your contributions will be credited towards your Local Advertising Fee payment.	Must be spent monthly	If we designate a local cooperative fund ("Cooperative") for your Territory, you must participate and your contributions to the Cooperative will be credited towards the Local Advertising Fee.

Type of Fee	Amount	Due Date	Remarks
Initial Training for Additional or Replacement Operators	$2,500 per person, plus expenses	Beginning of training	We provide initial training for two people at no additional cost (see Item 11). You must pay this amount for any additional or replacement Operator that you hire. You must also pay all expenses your trainee incurs, including travel, lodging, meals and applicable wages. You must at all times have a full-time Operator certified by us to operate the Bakery.
Additional Training or Assistance during Franchise Term	Our then current fee, currently $300 per trainer per day plus expenses for training at our location; $500 per day plus expenses for training in your Territory.	When training or assistance begins	A day is eight hours of work at the location. Travel time is billed separately on an hourly basis.
Renewal	50% of our then-current Initial Franchise Fee.	Upon request for renewal of your franchise	
Transfer in the event of a sale of the Bakery	$5,000, plus any broker fees or commissions we incur.	Upon request for transfer	You must obtain our approval in connection with any transfer of the Bakery.
Transfer of the ownership interests of franchisee	$3,500, plus any broker fees or commissions we incur.	Upon request for transfer	In the event that you are a corporation, limited liability company or partnership, you must obtain our approval in connection with any transfer of your ownership interests.
Guest Experience Monitor ("GEM")	Then current fee, currently $462 annually	When billed	Payable by electronic funds transfer as a reimbursement to us. We presently do not charge or collect the GEM fee, however, is subject to change at any time.
Operational Evaluation Fee	Our then-current per diem fee, plus reimbursement of our costs and expenses for subsequent visits. Current per diem fee is $300	On demand	If a serious Guest infraction or mystery shopper program infraction is reported, we have the right to visit your Bakery immediately and take any steps necessary to correct an infraction. You must pay us a per diem fee for each representative we send to your Bakery, and you must reimburse us all expenses incurred by our representative(s), including any costs related to corrective measures we require or make.

Type of Fee	Amount	Due Date	Remarks
Prohibited Product or Service Fee	$250 per day of use of unauthorized products or services.	If incurred	This is in addition to other remedies available to us. You must cure your default immediately upon our verbal or written notification to you. Once you have been notified, if the prohibited item is again placed in the Bakery, the fee will be applied.
Insurance	Reimbursement of our costs, plus an 18% Administrative Fee.	If incurred	If you do not maintain the required insurance coverages, we have the right (but not the obligation) to obtain insurance on your behalf.
Product Purchases from Shipp Distribution	Will vary under the circumstances.	As incurred	If an EFT is rejected due to insufficient funds, orders may be stopped until amounts are paid in full, or you may be put on COD. Subject late fees and an NSF charge pursuant to the Franchise Agreement.
Product and Supplier Testing	Costs of Testing	When billed	This covers the costs of testing new products or inspecting new suppliers you propose.
Annual Conference	Will vary based on our costs of establishing and running the conference.	As incurred	We may charge you a reasonable fee to attend an annual franchisee convention (besides your travel and living expenses); the fee will depend on our costs of establishing and running the conference.
POS System Ongoing Fees	The then-current fee, presently $1,881 for 12 months of service.	Monthly	You must pay our designated vendor a monthly fee for POS System support, PCI Compliance services and data warehouse services. The fee is subject to change.
Online Ordering	Currently $99 per month, excluding any third-party charges such as credit card processing, Google Maps, etc.	Monthly	You must pay a monthly fee to participate in the E-Commerce Program, excluding any third-party charges such as credit card processing, Google Maps, etc. The E-Commerce fees are subject to increases in our or our vendor's sole discretion. The E-Commerce Program Fee must be paid by EFT.

Type of Fee	Amount	Due Date	Remarks
Remodeling of Bakery	Costs of remodeling and/or redecorating your Bakery to meet our then-current System Standards, which will be no more than $25,000/year unless remodeling is related to renewal of your Franchise Agreement.	As incurred	We may require you to remodel and/or redecorate your Bakery. We will not make this request for the first five years of your Franchise Agreement, unless these modifications are required by your lease or applicable law. We will not require any expenditures in any year greater than $25,000, except if the expenditure is related to renewal of your Franchise Agreement.
Wholesale Account Approval Fee	$1,500 plus our costs of inspection and expenses including travel costs and per diem.	As incurred	The Franchise Agreement does not grant you the right to engage in wholesale distribution. After your first six months of operation, we may, at our sole discretion, allow you to distribute products to wholesalers or retailers in your area if you are compliant with the terms of your Franchise Agreement. We must approve the wholesaler and may designate the wholesaler as a National Account if the wholesaler operates multiple locations within and outside of your Territory.
Insufficient Funds, Interest, Late Fees, Collection Costs, and Default	$50 for each late payment, plus 18% interest or the highest lawful commercial interest rate; and the cost of any audit if you understate fees by more than 2%; and $500 per diem plus expenses if we step in to operate your Bakery upon default or if you are unable to meet your scheduled opening date and we need to reschedule opening assistance.	When billed	We will attempt an EFT draft every day until all amounts owed to us are paid in full. Late fees are doubled every 30 days' subject to the maximum legal amount. You must pay for our attorneys' fees in enforcing our rights. If we conduct an audit of your books and records, you must pay for the cost of the audit if it reveals you have understated payments due to us by more than 2%.
Liquidated Damages	See Note 4	See Note 4	
Indemnification	Will vary under circumstances.	As incurred	You must indemnify us for certain claims or actions arising out of your operation of the Bakery and misuse of our Marks and System.

Type of Fee	Amount	Due Date	Remarks
Site Evaluation	$500, plus our travel, meal, and lodging expenses	On demand	We will provide one site evaluation at no cost, but if you request or if we need to do additional site evaluations, you must pay us a per diem rate for our representative and reimburse our expenses, including travel, lodging and meals.
Fee for Unauthorized Sales	If you make sales in another franchisee's territory, you must remit 100% of Net Revenues from the sale to the franchisee that owns the territory and make a contribution of $500 per incident to the Fund.	On demand	Franchisees are prohibited from offering and selling Products within other franchisee's territories. We also have the right to terminate the franchise agreement if you violate another franchisee's territorial rights.
Real Estate Review and Coordination Expenses	$3,000	On demand	We reserve the right to require you to pay us or our designated suppliers a fee of $3,000, which will cover our costs associated with site selection and non-legal lease review.
Audit Fee	Cost of audit, plus expenses incurred in connection with the audit (including travel, lodging and wage expenses, and reasonable accounting and legal costs).	When billed	Payable only if we determine, after an audit, that you have understated Net Revenues or the fees due under the Franchise Agreement in any statement or report of more than two percent (2%).
Financial Accounting Fee	$100	Annually	This covers the cost of the financial reporting site for the System. We presently do not charge or collect the Financial Accounting fee, however, is subject to change at any time.

Type of Fee	Amount	Due Date	Remarks
Master Architect Program Fee	$500	On demand	If you choose to use an architect outside of our approved vendor list, we may require that our designated architect conduct a final plan review prior to receiving corporate approval. You must pay our designated architect a fee for the final plan review. Should there be any revisions required by our prototype architect, you will be responsible for the costs associated with all plan revisions. You must receive written approval on the final plans from a corporate representative prior to starting construction.
Refrigeration Monitoring Fee	The then-current fee, with an activation fee presently ranging between $500 - $600, plus a monthly fee between $20 - $40.	Monthly	You must pay our designated vendor the activation fee plus the monthly fee for Refrigeration Monitoring services. We reserve the right to require that the fee be paid directly to us or an affiliate. Such fee is subject to change at any time.
Monthly Music Fee	The then-current fee, presently $20 per month. Additionally, there is a $12.00 per month fee for media player lease.	Monthly	You must pay our designated vendor a monthly fee for the Bakery's music service. The fee is subject to change.
Digital Menu Board Service	Currently $35 per month	Monthly	You must pay our designated vendor a monthly service fee for the Bakery's digital menu board.
VoIP Phone Service	The then-current fee, presently $100 per month, plus any applicable taxes	Monthly	You must pay our designated vendor a monthly service fee for the Bakery's phone equipment and service. The fee is subject to change.
Technology Services Fee	Then current fee, will vary under circumstances.	Monthly	You will be required to pay us a monthly service fee to cover the increasing cost of supplying technology solutions to the network and/or to fund the continued development of new and innovative features for the System support site(s). We presently do not charge or collect the Technology Services fee, however, we reserve the right to do so in the future. Such fees are subject to change at any time.

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Type of Fee	Amount	Due Date	Remarks
Failure to Maintain Insurance Fee	Premium plus 18% of the cost of insurance.	As incurred	If you fail to comply with our minimum insurance requirements set forth herein, we have the right to obtain such insurance and keep the same in force and effect, and you must pay us, on demand, the premium cost thereof and an administrative fee equal to eighteen percent (18%) of the cost of insurance.

1. Except for the product and service purchases described in Item 8 and as otherwise noted in this Item 6, all fees are uniformly imposed and collected by and payable to us and are non-refundable.

2. You shall input all sales only into the Bakery's POS System and supply us with all Net Revenues data that we specified in the Franchise Agreement and in our Operations Manuals or as we direct from time to time for the purpose of calculating the weekly Royalty. Each week begins on Monday and ends on Sunday. All Net Revenues data, which is electronically provided to us on a weekly basis through the Bakery's POS System, shall be certified to be true and correct by you. We shall review the Net Revenues data you provide to us and shall deduct the required Royalty and advertising fees due to us under the Franchise Agreement. Presently, these amounts are collected on Tuesday of each week via an electronic funds transfer program (the "EFT Program") under which we automatically deduct such amounts from your bank account. To make arrangements for EFT, you must sign our current form of Electronic Funds Withdrawal Authorization, which is Exhibit 3 to the Franchise Agreement. You must designate a bank account for use in connection with your Bakery and deposit all Net Revenues into the designated bank account. If we are unable to collect the Net Revenue data through the Bakery's POS System, we will process an EFT for the subject week in an amount equal to the 9% of the weekly Net Revenues for the previous week based on your point of sales system's records, which represents Royalties and advertising fees due under the Franchise Agreement, as well as any late fee and interest on past-due amounts as provided for herein. We reserve the right to require you to pay any fees due under the Franchise Agreement by such other means and at such periods as we may specify from time to time, including any payment made to our affiliates.

43. If we terminate your Franchise Agreement for cause, you must pay us, within 15 days after the effective date of termination, liquidated damages equal to the product of (a) the average Royalties that you were obligated to pay us on the Bakery's Net Revenues for each four-week period during the 12 months of operation preceding the effective date of termination multiplied by (b) the number of weeks remaining of the term of the Franchise Agreement or 26 (the number of four-week periods during two full years), whichever is higher. Liquidated damages will not exceed $100,000.

The liquidated damages provision above covers only our damages from the loss of cash flow from lost Royalty payments. It does not cover any other damages to which we might be entitled as a result of your actions or inaction, including damages to our Marks, Confidential Information, reputation with the public and landlords and damages arising from a violation of any provision of the Franchise Agreement other than the Royalty Fee section. The liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of the Franchise Agreement other than the Royalty section.

B. AREA DEVELOPMENT AGREEMENT

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Transfer Fee	$5,000	Upon submitting a request for transfer	See Note 2
Indemnification	Amount of claim or judgment	When incurred	You must indemnify us for any claims arising from or related to your Area Development Business. See Note 3
Post-Termination and Post-Expiration Expenses	Costs and expenses associated with ceasing operations and de-identification of the Area Development Business	Upon termination or expiration of the Area Development Agreement	See Note 4

1. Except as otherwise described in this Item, all of the fees listed in Table 6(B) above are uniformly imposed by and payable to us or our affiliates and are non-refundable.

2. If you wish to transfer an interest in the Area Development Agreement, you must pay a Transfer Fee of $5,000, plus any brokerage commissions we incur in connection with a transfer. To the extent you signed Franchise Agreements for Bakeries in your development area, any transfers of individual Bakeries in the Development Area will be governed by the terms of the franchise agreements for those Bakeries. We do not charge a transfer fee if you transfer your interest in the Area Development Agreement to a wholly owned corporation or limited liability company formed by you solely for the purpose of operating the Area Development business.

3. You and your principals agree to indemnify, defend and hold us, our affiliates, and our respective shareholders, directors, officers, employees, agents, successors and assignees ("Indemnitees") harmless against and reimburse the Indemnitees for all claims, obligations, liabilities and damages, including any and all taxes, directly or indirectly arising out of, in whole or in part from your operation of the Area Development Business, and must reimburse us for all costs incurred in the defense of any action, including attorneys', attorney assistants' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether or not such claims exceed the amount of insurance coverage available through you to us. We have the right to defend any claim against us in the manner as we deem appropriate or desirable, in our sole discretion. Undertaking our own defense does not, in any manner or form, diminish your and each of your principals' obligation to indemnify the Indemnitees and to hold them harmless. The indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of the Area Development Agreement.

4. Upon termination, expiration, non-renewal, and/or transfer of the Area Development Agreement, you are responsible for the costs associated with de-identifying yourself and any Bakeries you operate under the Area Development Agreement (to the extent they are terminated) from the System. You must also comply with your post-term covenants against competition discussed in Item 17.

ITEM 7
ESTIMATED INITIAL INVESTMENT

A. YOUR ESTIMATED INITIAL INVESTMENT UNDER THE FRANCHISE AGREEMENT

Type of Expenditure	Amount	When Due	Method of Payment	To Whom Payment is to be Made
Initial Franchise Fee [1]	$35,000	Upon signing Franchise Agreement	Lump Sum	Us
Extension Fee [1]	$0 to $10,000	As Incurred	Lump Sum	Us
Rent and Security Deposit [2]	$6,500 to $8,500	As Incurred	As Agreed	Landlord; Utility Companies
Bakery Improvements [3]	$145,000 to $228,000	As Incurred	As Agreed	Outside Suppliers
Architect – Design [4]	$9,800 to $12,500	As Incurred	As Agreed	Designated or Approved Suppliers
Fixtures and Equipment – Front of Bakery [5]	$30,000 to $40,000	As Incurred	As Agreed	Designated or Approved Suppliers
Fixtures and Equipment – Back of Bakery [6]	$110,000 to $125,000	As Incurred	As Agreed	Designated or Approved Suppliers
Exterior Signage [7]	$7,700 to $12,000	As Incurred	As Agreed	Designated or Approved Suppliers
Initial Inventory [8]	$20,100 to $23,800	As Incurred	ACH Upon Shipment of Product or As Agreed	Shipp Distribution and Approved Suppliers
Point of Sale System [9]	$20,587	As Incurred	As Agreed	Designated or Approved Suppliers
Insurance [10]	$2,800 to $5,500	As Incurred	As Incurred	Insurance Company
Business License and Permits [11]	$1,200 to $4,300	As Incurred	As Incurred	Government Agencies
Professional Fees [12]	$3,900 to $11,200	As Incurred	As Agreed	Attorney, Accountant

Type of Expenditure	Amount	When Due	Method of Payment	To Whom Payment is to be Made
Opening Advertising Program (13)	$5,000 to $7,000	As Incurred	As Incurred	Us
Training Expenses (14)	$4,000 to $7,000	As Incurred	As Incurred	Third Parties
Additional Funds-3 months (15)	$30,000 to $50,000	As Incurred	As Incurred	Employees and Suppliers
TOTAL ESTIMATED INITIAL INVESTMENT (including lease costs but not real estate purchase costs) (16)	$431,587 to $600,387			

Unless otherwise noted, all amounts listed in the tables above are non-refundable. We do not finance any portion of your initial investment.

Explanatory Notes

1. Initial Franchise Fee; Extension Fee. We describe the initial franchise fee and the extension fees in Item 5.

2. Rent and Security Deposit. Each Bakery location will occupy approximately 1,800 square feet of space. Your rent will depend on geographic location, the Bakery's size, local rental rates, businesses in the area, site profile and desirability, and other factors. Bakery locations for Nothing Bundt Cakes Bakeries typically are on busy retail streets, in strip shopping centers, and other venues in retail, commercial and suburban areas. The location should have adequate facilities to bake, store, and prepare your products and their ingredients and to service your walk-in Guests. The location should be visible, accessible to prospective Guests, and conveniently located to make deliveries in your Territory. The amounts listed above reflect one month's rent and a security deposit, which typically equals one month's rent. Depending on your local jurisdiction, water tap, sewer tap and other similar fees may be required. These fees are not included in our estimate and you should determine if you will have to pay these fees, and the amount of such fees, before you purchase the franchise. The leasehold improvement ranges will be affected by various factors, such as the location of the Bakery and local market conditions. Your actual costs may or may not include site preparation, demising walls, and utility extensions, depending on the arrangements you negotiate with your landlord. The estimates assume that the landlord will provide connections to adequate electrical, gas, water and sewage service. Some landlords are willing to contribute toward the cost of finish-out, which reduces the overall leasehold improvements costs.

3. Bakery Improvements. Bakery improvement costs, including a modified, above-ground grease trap, electrical, carpentry, and similar work, and contractor's fees, depend on: the Bakery's condition, location, and size; the demand for the site among prospective lessees; the site's previous use; the build-out required to conform the site for your Bakery; and any construction or other allowances the

landlord grants. The lower figure assumes that the landlord bears many of the costs of Bakery improvements (even though it then might amortize those costs in your monthly rent). You may not act as your own general contractor but must use a licensed, bonded contractor with food/restaurant build-out experience. Also, if these costs may be negotiated, you may further reduce your costs.

4. Architect Design. You must use an approved architect. Included in these costs are a design site visit, code research and space layout review (front and back of the Bakery) and construction drawings.

5. Fixtures and Equipment – Front of Bakery. This includes interior signage such as promotional/seasonal advertising packages, wall hangings/pictures, point of purchase signage and digital menu board. Also included are lighting, phone system, furnishings, millwork and woodwork, music system, tax, shipping and opening print materials orders. You must have shredder capabilities.

6. Fixtures and Equipment – Back of Bakery. This includes all large kitchen equipment, kitchen small wares, office supplies, the office equipment and crafting computer, and a copier. Any used equipment you wish to purchase must be approved by us.

7. Exterior Signage. This cost is for one (1) exterior Nothing Bundt Cakes approved sign. The variance is the size of the sign and other required materials. This number does not include awnings. We will provide you with a list of approved sign manufacturers, suppliers and distributors that comply with our brand specifications.

8. Initial Inventory. This estimated amount includes cake design accessories, dry cake mix ingredients, smallwares and other supplies that are distributed through our affiliate, Shipp Distribution. Our estimate also includes the initial cost of your food order from local suppliers for flavorings, packaging, miscellaneous bakery list items, and linen.

9. POS System. This includes the point of sale system (the "POS System") with the recommended three point of sale stations and all associated cables, monitors, printers, and security router, excluding taxes.

10. Insurance. These amounts reflect potential monthly costs. You must obtain and maintain certain types and amounts of insurance. (See Item 8.) Insurance costs depend on policy limits, types of policies, nature and value of physical assets, gross revenue, and number of employees, square footage, location, business contents, and other factors bearing on risk exposure. Insurance costs may be substantially higher in areas of the country subject to natural disasters, like hurricanes. We recommend that you check on insurance rates in your area before you sign the lease for your Bakery.

11. Business License and Permits. These are general estimates for permits and licensing that may be required by local and state governments. Local, municipal, county and state regulations vary on the licenses and permits you will need to operate a Nothing Bundt Cakes Bakery. You will pay these fees to governmental authorities before starting business.

12. Professional Fees. The estimate assumes that you will employ an attorney to help you negotiate your lease for the Bakery premises. In addition, you may choose to employ an attorney, accountant, and other consultants to help you evaluate our franchise offering and your establishment of a new business, and in obtaining all required permits and licenses to establish and operate the Bakery. In addition, you may also form a corporation or other entity to operate the business. Your actual costs may vary substantially, for example, depending on the degree to which you rely upon your advisors and upon the licensing requirements that may apply to your Bakery.

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13. Opening Advertising Program. You must pay to us $5,000 when you execute a franchise agreement and we will spend this amount on an opening advertising program for initial marketing, advertising and promotions in your Territory. Your grand opening must be held within 30 to 45 days after your Bakery opens. The minimum amount to be spent for your Opening Advertising Program will be $5,000, but you may be required to spend up to $7,000. This estimate does not cover the cost of samples ~~purchase~~purchased from other Bakeries to promote the opening of your Bakery.

14. Training Expenses. You will incur expenses associated with our training program. For this training program, we provide instructors and instructional materials at no charge for up to two people, but you must pay for transportation, lodging, food and wages (if you send any employees) for your trainees. The low estimate assumes that the trainees are within driving distance to the training location and don't require a wage. The high estimate assumes that other travel will be needed, and includes travel expenses, although these may vary significantly depending upon factors such as the distance traveled and mode of transportation. Your costs will also vary depending on the nature and style of accommodations, and the number of persons who will attend training. (See Item 11 under the heading "Training" for additional details regarding the program.)

15. Additional Funds. This item estimates working capital needed to supplement your first three months of operation (other than the items identified separately in the table). This estimate includes the monthly cost of in-store music, POS System ongoing fees, and some system maintenance costs. These expenses include payroll costs but not any draw or salary for you. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the Bakery. We assume that you can use your existing vehicle in connection with Bakery deliveries and the costs of such vehicle are not included above. Your costs depend on: whether you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period.

16. Total Estimated Initial Investment. We relied on our experience in offering and selling franchises since 2006 in developing these estimates and information provided to us by our franchisees. You should review these figures carefully with a business advisor before deciding to acquire the franchise. We do not offer financing directly or indirectly for any part of the initial investment. These are only estimates, and your costs will vary depending on your creditworthiness, market conditions and competition in your territory, the site you select, and your entrepreneurial and managerial capabilities. You should independently investigate the costs of opening a Bakery in the geographic area in which you intend to open.

B. YOUR ESTIMATED INITIAL INVESTMENT UNDER THE AREA DEVELOPMENT AGREEMENT [1]

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Area Development Fee [2]	$60,000 to $85,000	Lump Sum	$35,000 plus $12,500 for each additional bakery upon signing the Area Development Agreement. Remaining $12,500 due upon signing a franchise agreement for an additional bakery.	Franchisor

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Investment for the First Bakery (3)	$396,587 to $565,387	See Chart in Item 7(A) above.		
Total	**$456,587 to $650,387**			

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

2. When you sign the Area Development Agreement, you must pay us an area development fee of $35,000 for your first Bakery, plus $25,000 for each additional Bakery developed under the Area Development Agreement, which is payable as follows: (a) $12,500 when you sign the Area Development Agreement; and (b) $12,500 when you sign a franchise agreement for an additional Bakery. We will not charge an initial franchise fee for Bakeries developed under the Area Development Agreement. The low range above represents the Area Development Fee to develop one additional Bakery and the high range represents the fee to develop two additional Bakeries. This chart assumes you do not request an extension to the development schedule.

3. This figure represents the total estimated initial investment required to open the first Bakery under your first Franchise Agreement, which includes leases and security deposits, buildout costs, signage costs, training expenses, miscellaneous opening costs, opening inventory, the Opening Advertising Fee, and additional operational funds for a single Bakery (see the Single Unit in Item 7A chart above for additional details).

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Bakery in strict conformance with our methods, standards, and specifications which we prescribe in our confidential operating manuals and various other confidential manuals and writings prepared for use by you in operating a Bakery (collectively, the "Operations Manual"), and which we may change at our sole discretion. The Operations Manual covers nearly all aspects of your Bakery's operations, such as food preparation and presentation techniques, employee training, marketing and bakery management. You must ensure your compliance with all such federal, state, and local laws and regulations and must obtain our prior written consent before changing any of our standards or specifications for establishing and operating a Bakery to comply with applicable laws and regulations.

System Standards

We reserve the right to formulate and modify our standards and specifications for operating a Bakery based upon the collective experience of our System operators. Our standards and specifications are described in the Franchise Agreement, the Operations Manual, and other written documents. We have the right, under the Franchise Agreement, to change the standards and specifications applicable to operation of the franchise, including standards and specifications for Products and related services, Product packaging,

presentation and delivery, vehicles and vehicle wrapping, signs, furnishings, supplies, fixtures, inventory and equipment by written notice to you or through changes in the Operations Manual. We may issue our standards or specifications for goods and services, and changes to those standards and specifications, in writing directly to you or our approved supplier. You may incur an increased cost to comply with these changes at your own expense. We will notify you of any change to our standards and specifications by way of written amendments to the Operations Manual, emails, and other written communications.

Approved Products and Services

You must only use approved Products and services in operating your Bakery ("Approved Products and Services"), including finished Products and product ingredients, mixes, packaging and shipping materials, delivery boxes, smallwares, computer hardware and software, furniture, fixtures, equipment, vehicles and vehicle wrappings, and related goods and services. We will provide you with a list of the Approved Products and Services when you sign a Franchise Agreement. All Approved Products and Services sold through your Bakery must meet our standards and specifications. In order to better: (i) assure the supply or quality of the Approved Products and Services; and/or (ii) enable us to take advantage of marketplace efficiencies, we have the right to require you to purchase Approved Products and Services directly from us, our affiliates, or our approved and designated suppliers. In addition, we may develop certain Proprietary Products which you must purchase from us and offer for sale at your Bakery, including design accoutrements and branded apparel. If you decide to offer products or services other than those we have authorized in connection with operating your Bakery, you must obtain our prior written consent. We currently are not a designated supplier of any goods or services. Our affiliate, Shipp Distribution, LLC, is presently a designated supplier of certain ingredients and mixes for Products, certain furnishings, merchandise, smallwares and decorative design packages associated with operating a Bakery. Other than certain of our officers' interests in us and Shipp Distribution, LLC, neither we nor our officers have an ownership interest in any approved or designated suppliers.

You must at all times maintain sufficient levels of inventory to adequately meet consumer demand. You must purchase all food and beverage items and other inventory, equipment, fixtures, furnishings, computer hardware and software, product display units, signs, uniforms, supplies, Bakery design and layout services, and materials from us or designated or approved suppliers. You must offer products and services in the manner we prescribe, provide quality customer service, and otherwise operate your Bakery in a manner which will enhance the image intended by us for the System.

You must market, offer, sell, and redeem gift cards in the manner we specify. Only gift cards we authorize may be sold through the Bakery. You must honor the gift cards we authorize at your Bakery without any offset against your Royalty. You must honor the terms of all promotional or discount programs that we may offer to the public for System businesses, and you must comply with any pricing policies we may specify, including minimum and maximum price policies, minimum advertised price policies and unilateral price policies. You must also provide those services and other items that we specify on such terms and at such rates, including free-of-charge, as we may specify.

Approved Suppliers

As stated above, you must use us, our affiliates, or approved and designated suppliers, for all inventory items, merchandise, printing supplies, printed materials, uniforms, brochures, equipment, fixtures, furnishings, product display units, signs, uniforms, supplies, and other goods and services used in connection with operating a Bakery. All previously unapproved products, services, or vendors must be approved by us in writing prior to use. In the event you wish to purchase any unapproved item, including inventory, and/or acquire approved items from an unapproved supplier, you must provide us the name, address and telephone number of the proposed supplier, a description of the item you wish to purchase, a

sample of the item, and the purchase price of the item, if known. At our request, you must provide us, for testing purposes, a sample of the item you wish to purchase. If we incur any costs in connection with testing a particular product or evaluating an unapproved supplier at your request, you or the supplier must reimburse our reasonable testing costs, regardless of whether we subsequently approve the item or supplier.

We will use our best efforts to notify you of our approval or disapproval of a particular supplier or product within ten (10) business days of receiving all requested information. If you do not receive our approval within thirty (30) days after submitting all of the information that we request, the request will be deemed disapproved. We may base our approval of any proposed item or supplier on considerations relating not only directly to the item or supplier itself (such as the quality of products, standards of service, the supplier's reputation in the marketplace, and the supplier's pricing), but also other factors such as the uniformity, efficiency and quality of operation we deem necessary or desirable in our system as a whole, the confidentiality of our standards and specifications, and our ability to earn revenue from your purchase of goods and services. We have no obligation to approve any particular product, services, or source. We have the right to receive payments from suppliers on account of their dealings with you and other franchisees and to use all amounts we receive without restriction (unless instructed otherwise by the supplier) for any purpose. If we approve any previously unapproved product or service, we may require you to purchase the product or service from us, our affiliates, or other approved and designated suppliers. We will not approve an unreasonable number of suppliers if the approval might result in higher costs to System franchisees or prevent the effective or economical supervision of approved suppliers.

Our criteria for approval of a particular supplier or product will be made available upon written request. We may revoke our approval of particular products or suppliers when we determine, in our sole discretion, that such products or suppliers no longer meet our standards. Upon receipt of written notice of such revocation, you must cease purchasing products from such suppliers. You must use products purchased from approved suppliers solely in connection with the operation of your Bakery and not for any competitive business purpose. We have and may continue to negotiate purchasing arrangements with suppliers in the future. You may not receive a material benefit in the form of renewal rights or rights to additional territories based on the use of our approved products, services, or suppliers.

We will derive revenue from your purchases of these products if purchased from us. We estimate that the proportion of your required purchases and leases from us or our designated suppliers, or according to our specifications, to all your purchases and leases in establishing the Bakery will range from 85% to 91%, and in operating the Bakery will range from 83% to 86%.

There currently are no purchasing or distribution cooperatives, but we may establish them in the future. We currently do not negotiate purchase arrangements with any unaffiliated suppliers for any of the items that you need to operate your Bakery. We do not provide material benefits to you (for example, renewal or granting additional franchises) for using designated or approved sources.

During our fiscal year ended December 30, 2018, we did not derive any revenue from required franchise purchases or leases.

During its fiscal year ended December 30, 2018, our affiliate Shipp Distribution, LLC derived $34,431,332.50 from required franchisee purchases and leases.

Advertising

We must approve all advertising, in all creative forms and media, before publication or use. In addition, we will collect the Opening Advertising Fee from you and implement an Opening Advertising Program on your behalf. You must pay us a Local Advertising Fee of 3% of your Net Revenues which

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shall be used to coordinate advertising, promotions and within your Territory.

Insurance

You must obtain and maintain, at your own expense, the insurance coverage that we periodically require and satisfy other insurance-related obligations. Our insurance obligations will be included in the Operations Manual and may be periodically updated. You must comply with any changed insurance requirements. You currently must have: (a) commercial general liability insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, advertising injury and a minimum of $100,000 for damage to premises leased to you; (b) comprehensive automobile liability coverage for all owned, non-owned and hired vehicles with limits of $1,000,000 Combined Single Limit or $1,000,000 per person, per accident and $1,000,000 property damage; (c) property insurance coverage on all furniture, fixtures, equipment, inventory and tenant improvements using 100% Replacement Cost valuation and written on Special Perils form, including coverage for loss of refrigeration, spoilage/contamination, and mechanical and electrical breakdown coverage; (d) business interruption coverage equal to at least nine (9) months of operating expenses or an Actual Loss Sustained form; (e) workers' compensation in the amounts required by state law; (f) employer's liability coverage of not less than $500,000; and (g) a commercial umbrella or excess liability policy with limits of at least $1,000,000. Premiums depend on the insurance carrier's charges, terms of payment, and your history. All insurance policies must name us as an additional insured party. Depending on your geographic location, you should consider disaster insurance for hurricanes, earthquakes and flooding. You should consult with an insurance advisor to decide the coverage that is best for you. You must use an insurance company that is satisfactory to us. We may change the amounts and types of coverage as we think best.

All insurance providers must have a Best's Insurance Guide minimum rating of A-VI or better. You must maintain any additional insurance required by your landlord or under applicable law. You must furnish us with certificates of insurance (or, at our request, copies of all insurance policies), evidencing the existence and continuation of the insurance coverage required by the Franchise Agreement. All policies must contain a waiver of subrogation in our favor, and must name us, and any additional parties we designate, as additional insureds, at your cost except with regards to workers' compensation insurance. Under each insurance policy, we must receive at least 30 days' prior written notice of any intent to reduce policy limits, restrict coverage, cancel or otherwise alter or amend said policy. Once obtained, you may not reduce the policy limits, restrict coverage, cancel or otherwise alter or amend the insurance policies without our written consent. You must submit proof of insurance before you begin making leasehold improvements and deliver a complete copy of your then-prevailing policy of insurance within 30 days following the delivery of the certificate of insurance.

Leases and Leasehold Improvements

You must purchase or lease a retail space for your Bakery which meets our standards and specifications for a Bakery. We must approve your location and lease terms before you sign a lease for a Bakery location. We will condition our approval of your lease upon, among other conditions, you and your landlord's signing of a collateral assignment of lease, through which your landlord grants us the rights to assume your rights and obligations under the lease in the event that you breach your lease agreement and/or your Franchise Agreement is terminated or expires. The lease must be, at a minimum, for the initial term of the Franchise Agreement. If you enter into an Area Development Agreement, you are not required to purchase or lease a separate office space from which to operate your Area Development Business.

Computer Hardware and Software Components

You must purchase the computer hardware and software we designate for use in connection with the operation of your Bakery. Please see Items 6, 7, and 11 for more information regarding required computer hardware and software purchases.

Maintenance and Remodeling

You must maintain, repair, refinish, repaint, and replace Bakery furniture, fixtures, equipment, displays, signs, decor, and any other tangible part or property of the Bakery to ensure that the Bakery operates in an efficient manner pursuant to our current standards and specifications. Except for changes in the computer system (see Item 11) and signage and logo (the amounts for which are not limited in any way), and unless required by your lease or applicable law, you need not make any capital modifications to the Bakery during the first five years of the franchise term. We may require you to make capital modifications to the Bakery to comply with our then-current System Standards. We will not require capital modifications in excess of $25,000 in any calendar year, unless the modifications are in connection with a renewal of your franchise agreement.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	ARTICLE IN AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
(a) Site selection and acquisition/lease	Franchise Agreement – Article 4, Sections 5.1-5.2, Exhibits 1-2 of the Franchise Agreement Area Development Agreement – Section 1.2, 3.7	Items 7, 8, 11, and 12
(b) Pre-opening purchase/leases	Franchise Agreement – Sections 5.3, 6.1, 6.2, 6.3 Area Development Agreement – Not applicable	Items 5, 7, 8, and 11
(c) Site development and other pre-opening requirements	Franchise Agreement –Article 4 Area Development Agreement Sections 1 and 3	Items 7, 8, and 11
(d) Initial and ongoing training	Franchise Agreement – Section 5.4, Article 7 Area Development Agreement – Not applicable	Items 6, 7, and 11
(e) Opening	Franchise Agreement – Article 4 Area Development Agreement- Section 3.1	Items 11 and 12

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OBLIGATION	ARTICLE IN AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
(f) Fees	Franchise Agreement – Article 3 Area Development Agreement – Section 2	Items 5, 6, and 7
(g) Compliance with standards and policies/Operating Manual	Franchise Agreement –Section 6.3 Area Development Agreement – Not applicable	Items 8 and 11
(h) Trademarks and proprietary information	Franchise Agreement – Article 8 Area Development Agreement – Section 6	Items 13 and 14
(i) Restrictions on product/services offered	Franchise Agreement – Sections 6.1-6.3 Area Development Agreement – Not applicable	Items 8, 11, 12 and 16
(j) Warranty and customer service requirements	Sections 6.3, 6.8, 6.14 Area Development Agreement – Not applicable	Item 8
(k) Territorial development and sales quotas	Franchise Agreement – Section 1.5 Area Development Agreement – Section 3	Item 12
(l) On-going product/service purchase	Franchise Agreement – Section 6.1-6.3, Area Development Agreement – Not applicable	Items 6 and 8
(m) Maintenance, appearance, and remodeling requirements	Franchise Agreement – Articles 4 and 6 Area Development Agreement – Not applicable	Items 8, 11, 16, and 17
(n) Insurance	Franchise Agreement – Article 13 Area Development Agreement- Section 8	Items 7 and 8
(o) Advertising	Franchise Agreement – Article 11 Area Development Agreement – Not applicable	Items 6, 7, 8, and 11
(p) Indemnification	Franchise Agreement – Article 18 Area Development Agreement – Section 8.1	Item 6
(q) Owner's participation/ management/staffing	Franchise Agreement – Section 6.3 Area Development Agreement – Section 17	Items 11 and 15
(r) Records/reports	Franchise Agreement – Section 12.1 Area Development Agreement – Not applicable	Item 6
(s) Inspections/audits	Franchise Agreement – Section 12.2 Area Development Agreement – Not applicable	Items 6 and 11

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OBLIGATION	ARTICLE IN AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
(t) Transfer	Franchise Agreement – Article 17 Area Development Agreement – Section 11	Item 17
(u) Renewal	Franchise Agreement – Section 2.2 Area Development Agreement – Not Applicable	Item 17
(v) Post-termination obligations	Franchise Agreement – Article 15 Area Development Agreement – Section 10	Item 17
(w) Non-competition covenants	Franchise Agreement – Articles 16 Area Development Agreement – Section 12	Item 17
(x) Dispute resolution	Franchise Agreement – Sections 19.1 through 19.5 Area Development Agreement – Section 14	Item 17
(y) Liquidated damages	Franchise Agreement – Section 15.5 Area Development Agreement – Not applicable	Item 6

ITEM 10
FINANCING

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

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

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

A. FRANCHISE AGREEMENT

Pre-Opening Obligations: Before you open the Bakery under the Franchise Agreement, we will undertake the following:

1. Protected Territory. We will define the territory within which you must operate the Bakery. (Section 1.2 of the Franchise Agreement).

2. Standards and Specifications. We will provide you with specifications and requirements for flooring, signage, shelving, display cases, POS systems, computer hardware, software, and other furniture, fixtures, and equipment necessary to open your Bakery. We will also provide you with specifications for and provide you with a list of approved and designated suppliers from which you agree to purchase the equipment, food, smallwares, and other inventory and supplies necessary for the start-up and ongoing operations of your Bakery. (Section 5.3 of the Franchise Agreement).

3. Operations Manual. We will loan you a copy of our proprietary and confidential Operations Manual electronically, which we may amend periodically. The Table of Contents to our 314 -

page Operations Manual is attached as Exhibit E to this Disclosure Document. We reserve the right to provide the Operations Manual electronically, such as by CD-ROM or a password protected intranet website. The contents of the Operations Manual constitute our trade secrets and you cannot disclose them to anyone other than employees of your Bakery who require such information to operate your Bakery. (Section 5.5 of the Franchise Agreement).

4. Site Selection Assistance. We will provide assistance in finding a location as we deem reasonable and appropriate. You must collaborate with our designated licensed commercial real estate broker in connection with the selection and acquisition of a site for the Bakery. You will operate the Bakery at the location agreed upon by you and us. You will enter into the site selection addendum attached as Exhibit 1 to the Franchise Agreement and designate your site selection territory. (Section 4.1 of the Franchise Agreement, Exhibit 1 to the Franchise Agreement). We consider factors such as size, location, nearby commercial and residential development, traffic patterns, demographics, visibility from roadways, and parking space in approving any given site. Your leased/purchased space should be approximately 1,800 square feet, located in a strip center, shopping center, mall, commercial development or other appropriate location. Within 30 days of receiving all required information in connection with site approval process, we will approve or disapprove, in our sole discretion, the site as a location for the Bakery. No proposed site is deemed approved unless we have expressly approved it in writing. We outsource certain aspects of site selection assistance to certain third-party suppliers at no additional cost to you. Their agents may serve as the local broker in markets where they have a presence, or they will assign you to a preferred partner. The use of brokers or real estate agents outside of our required network will not be permitted without our prior written consent. You must obtain a location acceptable to us within 90 days of signing the Franchise Agreement. Failure to do so may result in termination of your Franchise Agreement. (Sections 4, 5.1 of the Franchise Agreement).

5. Lease Review. We must review and approve your lease terms, which we will condition on: (a) you and your landlord signing a Collateral Assignment of Lease, in the form attached as Exhibit 2 to the Franchise Agreement; (b) the economic terms of the Lease; and (c) your full payment of the Franchise Fee. (Section 4.2 and Exhibit 2 of the Franchise Agreement). We reserve the right to require you to pay us or our designated suppliers a fee of $3,000.00 to cover the costs associated with site selection, non-legal lease review, and a fee of $500.00 to review of your architectural, mechanical, electrical and plumbing drawings and plans, necessary for building out the Bakery.

6. Initial Training. We will provide the initial training to you and your Operators, as discussed later in this Item. (Section 7 of the Franchise Agreement).

7. Opening Advertising Program. We will conduct your Opening Advertising Program. (Section 3.2 of the Franchise Agreement).

Continuing Obligations – Franchise Agreement: During your operation of the Bakery, we will:

1. Ongoing Assistance. Provide you continuing consultation and advice, as we deem necessary and appropriate regarding the management and operation of the Bakery. We will provide such assistance, in our discretion, by telephone, facsimile, and intranet communication. If you require and request additional on-site assistance from us, subject to the availability of our personnel, we will provide you with such assistance at our then cost, currently $500 per day, plus our travel, lodging, meals, and payroll costs associated with providing such onsite service. (Section 5.10 of the Franchise Agreement).

2. Annual Conference. At our discretion, hold an Annual Conference at a location to be selected by us to update franchisees on new developments, allow System franchisees to exchange information with each other and us regarding Bakery operations and programs, and recognize franchisees

for their achievements. We will determine the topics and agenda for our Annual Conference. We will require you to attend the Annual Conference and to pay our then-current registration fee. Currently, the registration fee is $0. All expenses, including your and your employees' transportation to and from the Annual Conference, and lodging, meals, and salaries during the Annual Conference, are your sole responsibility. We may use contributions from the Marketing Production Fund for purposes related to the Annual Conference, including costs related to productions, programs, and materials. (Section 5.9 of the Franchise Agreement).

3. Ongoing Inspections. Inspect the Bakery and observe its operations. (Section 6.4 of the Franchise Agreement.) You and your employees must cooperate with each of our representatives during our inspection and grant our representatives access to all areas of your Bakery. Your cooperation is required whether or not you are notified in advance of the inspection.

4. Refresher Training. Periodically offer refresher training programs and courses. (Section 7.3 of the Franchise Agreement) (See Item 6.)

5. Pricing. We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum or other pricing requirements with respect to the prices that you may charge for Approved Products and Services. (Section 5.6 of the Franchise Agreement).

6. E-Commerce Program. Administer the E-Commerce Program, and discussed below. (Section 1.4 of the Franchise Agreement).

7. Marketing Fund and Local Advertising. Administer the Marketing Production Fund and coordinate advertising, promotions and public relations within your Territory as discussed below. (Sections 11.2 and 11.3 of the Franchise Agreement).

8. Development of Standards. In addition, we may, but are not obligated to, continue to update and upgrade the System, including adding to, modifying, or discontinuing any Proprietary Recipe or Product, and developing proprietary Products for sale through the Bakery. (Section 5.7 of the Franchise Agreement).

Advertising

Marketing Production Fund

As discussed in Item 6, we have established a Marketing Production Fund or "Fund" for the common benefit of System Bakeries. You must participate in and contribute 1% of your weekly Net Revenues to the Fund, in the manner we prescribe. We will have the right to use the Fund contributions, in our sole discretion, to develop, produce, and distribute national, regional and/or local marketing materials and to create advertising materials and public relations materials which promote, in our sole judgment, the goods and services offered by Bakeries. We may use the Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertising, including, without limitation: (a) the cost of preparing and producing media, including, but not limited to, broadcast, print, place-based, digital, social and energizing media; (b) the cost of reputation management; (c) the cost of public relations activities and advertising agencies; (d) the cost of developing and maintaining an Internet website and a gift card program; (e) the cost of developing Guest loyalty programs; and (f) personnel and other departmental costs for advertising that we internally administer or prepare. While we do not anticipate that any part of Fund contributions will be used for advertising which is principally a solicitation for franchisees, we reserve the right to use the Fund for public relations or recognition of our brand, for the creation and maintenance of a

website, a portion of which can be used to explain the franchise offering and solicit potential franchisees, and to include a notation in any advertisement indicating "Franchises Available." (Section 11.3 of the Franchise Agreement).

We will use the Fund contributions to develop and prepare advertising materials which we will distribute to franchisees for their placement in the local media or place such advertisements directly ourselves. The advertising will be prepared by us and by outside sources. If we do not spend all Fund contributions by the end of each fiscal year, the funds will be carried forward into the next fiscal year. You must contribute to the Fund regardless of amounts due from other System franchisees. There is no requirement that the Fund be audited. Upon your written request, we will provide you with an unaudited accounting of Fund expenditures within 120 days after the end of each fiscal year. We have the right to incorporate the Fund as a separate business entity. (Section 11.3 of the Franchise Agreement).

We may periodically assist franchisees to maintain high quality standards through Guest surveys, Guest interviews, and other guest experience monitoring initiatives and programs (collectively, "Surveys"). The cost of such programs will be borne by the Fund. The cost of these programs may be charged directly to you if your results from a Survey fall below System-established minimum standards for such Surveys. (Section 11.3 of the Franchise Agreement).

We have the sole right to determine how to spend contributions to the Fund, or any funds from any other advertising program, and the sole authority to determine the selection of the advertising materials and programs, provided, however, that we will make a good faith effort to expend such funds in the general best interests of the System on a national or regional basis. We are not required under the Franchise Agreement to spend any amount of the Fund contributions in your Territory and not all System franchisees will benefit directly or on a pro rata basis from our expenditures. We have the right to reimbursement from the Fund contributions for reasonable costs and overhead, if any, as we may incur in activities which are reasonably related to directing and implementing the Fund and advertising programs for franchisees and the System, including costs of personnel for creating and implementing advertising, promotional and marketing programs, and the cost for accounting for the Fund.

During our fiscal year ended December 30, 2018, Fund contributions were expended as follows: 83% to Production, 3% to Administration, and 14% to Systems maintenance.

We currently do not have an advertising council but reserve the right to form one at any time. Advertising council members will be selected by us in our sole discretion based upon Bakery performance and each individual franchisee's strengths. We have the right to require that any advertising cooperative and/or franchisee advisory council be formed, changed, dissolved or merged.

Local Advertising and Cooperatives

In addition to the Fund contribution, each week, you must pay us a local advertising fee of 3% of your Net Revenues ("Local Advertising Fee") which shall be used to coordinate advertising, promotions and public relations within your Territory. The Local Advertising Fee is payable in the same manner as the Royalty. The Local Advertising Fee will be accounted separately from the Fund. Local Marketing plans will be developed collaboratively between you and us and presented to the Bakery by November 1 of the then current year, to be effective January 1st of the following year. We will maintain final approval of all marketing and advertising materials and programs. Upon written request, we will provide you with an unaudited accounting of Local Advertising Fee expenditures in your Territory.

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Additionally, you must also actively market and promote your Bakery, the Products, and the System exclusively within your Territory to develop your business. You must use any advertising materials we generate in connection with local advertising. You are permitted to use your own advertising materials if you have submitted them to us for approval at least fifteen (15) business days before your use. We will inform you in writing of our approval or disapproval of your proposed advertising materials within ten (10) business days of submission. (Section 11.2 of the Franchise Agreement).

We have the right to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("Cooperative"), and to determine whether a Cooperative is applicable to your Bakery. If a Cooperative is established applicable to your Bakery, you must participate in and contribute to the Cooperative. Each Cooperative will be organized for the exclusive purpose of administering regional advertising programs and developing, subject to our approval, standardized advertising materials for use by the members in local advertising. No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without our prior written approval. All such plans and materials will be submitted to us for approval. Cooperative contributions will be credited towards your Local Advertising Fee, and Cooperative contributions will not exceed the Local Advertising Fee unless a majority of the Cooperative votes to increase that requirement. We may grant to any franchisee, in our sole discretion, an exemption for any length of time from the requirement of membership in a Cooperative, upon written request of such franchisee stating reasons supporting such exemption. Our decision concerning such request for an exemption will be final. Upon the request of a franchisee in the Cooperative, the Cooperative will provide that franchisee a copy of the bill for advertising that the Cooperative received. Neither we nor the Cooperative will prepare an annual accounting of these funds. (Section 11.4 of the Franchise Agreement).

Opening Advertising Program

We will prepare and conduct the Opening Advertising Program for you using the Opening Advertising Fee you pay to us when you execute a franchise agreement. (Section 3.2 of the Franchise Agreement). In addition, you may choose to spend more than we require for the Opening Advertising Program, but any additional promotion you wish to conduct and/or promotional materials you wish to use must first be approved by us. (Section 3.2 of the Franchise Agreement).

Computer, POS System and Electronic Equipment.

You will be required to install the POS System we designate. The currently designated POS System includes various computer hardware and software components and programs, including: three terminals, communication software, monitors, printers, business suite software, database software, and payment processing software. The system that we have designated includes a proprietary software application. This software provides access to arrangement files, handles database management, and records and reports all sales, payments, discounts, inventories, purchases, and accounting data. You must also have a functioning email address so that we can send you notices and other electronic communications. All computer systems and/or the POS Systems used in your Bakery must be Windows based. (Section 6.5 of the Franchise Agreement).

We anticipate that the initial cost for the POS System will be approximately $20,587. If we designate the supplier for the POS System, it will be included in the Manual or otherwise provided in writing. You must upgrade the computer system, and/or obtain service and support, as we require or as is necessary because of technological developments. There are no contractual limitations on the frequency and cost of this obligation. This includes taking all steps, including but not limited to those related to visibility and management of your Bakery's network, that are necessary to ensure that your Bakery is compliant with all Payment Card Industry Date Security Standards (PCI DSS) requirements, as such

standards may be revised and modified by the PCI Security Standards Council (see www.pcisecuritystandards.org), or any successor organization or standards that we may reasonably specify. We will not reimburse you for any of these costs, and neither we nor any of our affiliates will provide you with any maintenance, updates or upgrades to your computer systems.

We have independent, unlimited access to the information the computer system generates, without compensation to you, and we may share revenue and other data concerning your Bakery with other franchisees in the System. You should receive a seller's warranty on the POS System you purchase, but third parties from whom you purchase the POS System do not have a contractual right or obligation to provide ongoing maintenance, repairs, upgrades, or updates unless you obtain a service contract from the third party or a warranty covering the product. We require you to purchase a service contract that covers POS support, PCI Compliance and data warehousing and currently costs approximately $1,881 annually, subject to change. (Section 6.5 of the Franchise Agreement).

If and at such time we develop and custom design any software programs for conducting accounting, inventory and point-of-sale functions and related activities ("Proprietary Software Program"), you, at your own expense, agree to obtain the computer hardware required to implement the Proprietary Software Program into your Bakery, and to comply with all specifications and standards prescribed by us regarding the Proprietary Software Program, as provided in the Operations Manual. This software will be proprietary to us and Confidential Information of ours. It is possible that we might not be able to alter the Proprietary Software Program and system to accommodate each and every franchisee of the System, and therefore, at such time that we require the implementation of such software, you will only utilize the program as prescribed by us. At such time as we require the implementation of such software, we or our designee agree to provide ongoing service and support to you regarding the Proprietary Software Program and will lease the software to you at the then-current rates published by us. (Section 6.7 of the Franchise Agreement). We require you to maintain high-speed internet access, and we reserve the right to have independent access to any data you collect electronically. You must install, at your expense, the necessary computer hardware and software to provide us with full and direct electronic access to all of your data, software systems, security camera footage, and related information.

Website, Internet Presence and Intranet.

1. As stated in Item 1, you will participate in our E-Commerce Program through our Website, http://www.nothingbundtcakes.com/, through which you will fulfill online orders Guests place on the Website for pick-up, delivery, or shipping pursuant to the terms we negotiate (the "E-Commerce Program"). We will designate a territory within your Territory in which you will offer flat rate delivery and or shipping of online orders (the "Delivery Territory"), and a larger territory within which you will deliver for a variable delivery rate. All Guest payments will be remitted directly to your designated bank account, net of our or our vendor's then-current website administration fee and then-current payment processing charge, which are subject to change. We have the right to change the products and services offered through the Website, and designate the prices for goods offered through our Website, and the right to designate a shipping provider for deliveries. We may prohibit you from participating in the E-Commerce Program if you are not compliant with the terms of your agreements with us or our affiliates. We may change the user terms, and methods and times for payment under the E-Commerce Program at our discretion. If you fail to deliver goods or services meeting our standards and specifications within the time frames we offer to Guests under the E-Commerce Program, we may reimburse the Guest, provide gift card/certificates, or otherwise remedy the situation, and you will be responsible for our costs associated with doing so. We may require you to ship cakes from your Bakery to locations outside of your Territory. (Section 1.4 of the Franchise Agreement).

2. You must have and maintain adequate hardware and software in order to access the Internet

at the bit speed we require from time to time. We have the right, but not the obligation, to establish and maintain a website that provides information about the System and the products and services offered by System franchises. We have sole discretion and control over our existing website, https://www.nothingbundtcakes.com/. We also have the right, but not the obligation, to create interior pages on our website(s) that contain information about your Bakery and other Bakeries. If we do create such a page, we may require you to prepare all or a portion of the page for your Bakery, at your sole expense, and may require you to use a template that we provide. (Section 6.6 of the Franchise Agreement). We may use Marketing Production Fund contributions to pay or reimburse ourselves for the costs incurred in connection with the development, maintenance and update of our website. (Section 6.6 of the Franchise Agreement).

3. You are prohibited from establishing or maintaining a separate website, or otherwise maintaining a splash page or other presence on the Internet through any current or future social networking or reviews site in connection with the operation of your Bakery, including without limitation, Facebook, Instagram, Snapchat, Yelp, Trip Advisor, LinkedIn, Plaxo, Twitter and YouTube, that uses any variation of the Marks or references the System without our prior written permission. (Section 6.6 of the Franchise Agreement).

4. We have the right to modify our policies regarding both our and your use of Internet websites as we deem necessary or appropriate for the best interests of the System. (Section 6.6 of the Franchise Agreement). We are the registrant of the website https://www.nothingbundtcakes.com/, and we or our affiliate will be the sole registrant of any other domain names we decide to register in connection with the System in the future. You are prohibited from registering any domain name that contains words used in, or similar to, any trademark or service mark owned or used by us or our affiliate, or any colorable variation thereof (including any abbreviation, acronym, phonetic variation or visual variation). (Section 6.6 of the Franchise Agreement).

5. You must participate in any System-wide computer network, intranet system or extranet system that we implement and may be required to use such networks to, among other things: (i) process Guest orders for fulfillment; (ii) submit reports to us; (iii) view and print updates to or portions of the Operations Manual; (iv) download approved local advertising materials; (v) communicate with us and other System franchisees; and (vi) complete training. You agree to use such computer network, intranet system or extranet system in strict compliance with the standards, protocols, and restrictions that we include in the Operations Manual or otherwise in writing, including those related to the encryption of confidential information and prohibitions against the transmission of libelous, derogatory or defamatory statements. We reserve the right to charge you a monthly service for certain technology services that we provide to you for the ongoing operation and maintenance of any System-wide computer network, intranet or extranet system that we implement. We have the right to modify and increase such fees as we deem advisable in our sole discretion.

Opening

We estimate that it will take you approximately six (6) to nine (9) months from the Effective Date of the Franchise Agreement to open your Bakery. The interval may vary depending upon factors including your ability to secure a suitable site and the location and condition of the site.

You are required to purchase or lease an Approved Location for the Bakery meeting our standards and specifications within ninety (90) days of the Effective Date of the Franchise Agreement. (Section 4.1 of the Franchise Agreement). In the event you do not meet the ninety (90) day site selection deadline, we will charge you a fee of $3,500 on the 90th day via an EFT. However, in the event you open your bakery within two hundred seventy (270) days of the Effective Date of the Franchise Agreement, we will refund

the $3,500 fee. We have the right to terminate your Franchise Agreement if you fail to pay or if we are otherwise unable to process the $3,500 payment.

You must obtain possession of the approved site and be prepared to open the Bakery for business not later than two hundred seventy (270) days after you sign the Franchise Agreement. (Section 4.3 of the Franchise Agreement). Provided that you have signed a lease for the Bakery within two hundred seventy (270) days of the execution of the Franchise Agreement, we will, upon your written request due to us within thirty (30) days of the deadline, provide you with one ninety (90) day extension to the two hundred seventy (270) days provided you pay us a non-refundable fee of $3,500.

If you fail to request an extension or in the event that you are not able to open your Bakery upon the expiration of the additional ninety (90) day period, we have the right to terminate your Franchise Agreement without refunding any fees to you.

In the event that you have not signed a lease for the Approved Location within two hundred seventy (270) days of the Effective Date of the Franchise Agreement, we will, upon your written request due to us within thirty (30) days of the deadline, offer you a one-time extension of six months to obtain possession of the approved site and be prepared to open the Bakery for business provided you pay us a non-refundable extension fee of $10,000. If you fail to request an extension or are not able to open your Bakery upon the expiration of the six-month period, we have the right to terminate your Franchise Agreement without refunding any fees to you.

An extension will only extend the deadline for opening of the particular Bakery and will not affect your deadlines for opening any other Bakeries as required under your Area Development Agreement's mandatory development schedule.

Training

Two people, which must include you (in the event you are an individual) or your Operator (in the event you are an entity), must attend and complete, to our satisfaction, our initial tuition-free training program. (Section 7.1 of the Franchise Agreement). The required training lasts up to four (4) weeks and consists of training in Product preparation and packaging, maintaining financial controls and general bookkeeping procedures, operational techniques, using our required equipment and computer hardware and software, inventory controls, marketing and advertising techniques, and Guest service and maintenance of quality standards. All training will take place at one of our company bakeries in Dallas, Texas, or any other location we designate. You, your Operator or any other trainees must attend the initial training program at the same time.

In addition, we will provide one of our representatives for up to five (5) days at your Bakery for additional training and opening assistance. You are responsible for all training related expenses, including you and your employees' travel, meal, lodging, and payroll expenses associated with attending the initial training program. You must complete training before opening your Bakery. If you or any Operator fails to complete training to our satisfaction, the respective person may repeat the course, or in the case of an employee, you may designate a substitute to attend our next available training program. We may charge our then-current fee for replacement initial training attendees. We have the right to terminate the Franchise Agreement if you fail to complete training to our satisfaction within the time frames we prescribe. If you are approved to expand as a multi-unit franchisee, you will be responsible for the initial training of the management team for your second bakery and beyond. Our initial training program can be summarized as follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Orientation/History/Philosophy of Nothing Bundt Cakes	5	0	Dallas, Texas
Use of the Manual	3	0	Dallas, Texas
Pre-Opening Procedures	6	0	Dallas, Texas
Advertising & Marketing	3	3	Dallas, Texas
Management Procedures	6	25	Dallas, Texas
Franchise Reporting Requirements	2	0	Dallas, Texas
Accounting/Record keeping	1	0	Dallas, Texas
Front Counter/Guest Service Procedures	2	15	Dallas, Texas
Baking Procedures	6	34	Dallas, Texas
Crafting Procedures	2	17	Dallas, Texas
Frosting Procedures	3	19	Dallas, Texas
Delivery Procedures	1	0	Dallas, Texas
Inventory Management	3	1	Dallas, Texas
POS System	0	2	Dallas, Texas
Cleaning Procedures	0	2	Dallas, Texas
Safety Procedures	0	1	Dallas, Texas
Totals	**40**	**119**	

Our training instructors and their years of experience within the industry and with the System are listed below. Our training managers may utilize other employees to assist them with all aspects of training.

Instructor	Years of Experience in the Industry	Years of Experience with Franchisor or an Affiliate
Jessica Spencer	10	10
Yasaman Stewart	10	6
Karen Ford	35	3

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Instructor	Years of Experience in the Industry	Years of Experience with Franchisor or an Affiliate
Jessica White	12	5
Kelsey Talbott	12	3
Ana Lee	18	2
Anthony Solis	16	15

You must train your other employees using our training materials. We will provide you with training materials for your use in training your personnel. Only the materials we provide can be used by you to train your personnel. Updated training materials will be provided on request. All training materials we produce constitute part of our trade secrets and confidential information. You agree not to challenge our rights in and to any training materials. (Section 7.2 of the Franchise Agreement).

To assist you in the operation of your Bakery, we may offer and require you and/or your employees to attend any additional training programs and refresher courses. You are responsible for you and your personnel's travel, meal, lodging, and payroll expenses associated with attending additional training programs. The additional training programs and refresher courses will be at our then-current tuition for such training. (Section 7.3 of the Franchise Agreement).

B. AREA DEVELOPMENT AGREEMENT

We will designate your development area under the Area Development Agreement. If you enter into an Area Development Agreement, you must follow the time periods for opening set forth in your Area Development Agreement.

ITEM 12
TERRITORY

Franchise Agreement

You will operate the Bakery from a location which we approve ("Approved Location"). At the time you sign the Franchise Agreement, you will enter into our Site Selection Addendum, attached as Exhibit 1 to the Franchise Agreement, which will identify a site selection territory and govern the site selection process.

You may not relocate the Bakery without our prior written consent. If we grant you permission to relocate, or if we determine, not more than eighteen (18) months nor less than twelve (12) months prior to the end of any term of your Lease, that the commercial characteristics of your Approved Location no longer meet our criteria for a Nothing Bundt Cakes bakery, you must find another location for your Bakery within your Territory. You must comply with our then-current site selection procedures and construction procedures. In such a circumstance, you must obtain our express written consent to relocation, procure a site acceptable to us within ninety (90) days prior to closing operations at your current Approved Location, and open for business at the new Approved Location within thirty (30) days of closing business at your existing Approved Location. You must comply with our then-current site selection procedures and construction procedures. In the event you are required to relocate as the result of a fire or other casualty, within ninety (90) days following the date of the loss due to fire or other casualty and except to the extent you collect business interruption payments during any transitional period, we will not collect the Royalty on the condition that you comply with these relocation provisions and find a new location approved by us

within ninety (90) days of the fire or casualty. If you relocate your Bakery without our prior written consent, we shall have the right to immediately terminate the Franchise Agreement.

We will grant you a protected area within which we will not open another Bakery under the Marks and System (the "Territory"), as identified in Data Sheet to the Franchise Agreement. Generally, a territory consists of approximately 100,000 people, and will be defined either as a radius around your Approved Location, or via street boundaries. We will not locate another Bakery operating under the Marks and System within your Territory, whether company-owned or otherwise, except as provided for below.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We have the right to open or licenses others the right to open a non-traditional site within the Territory in the event that you do not exercise your right of first refusal as described below. For this reason, your Territory is not deemed exclusive. (Section 4.7 of the Franchise Agreement).

Until your Bakery opens, we reserve the right to deliver and ship, and allow other system franchisees to deliver and ship, Products to customers located within your Territory. However, once your Bakery opens, no franchisee may deliver or ship Products to customers located in your Territory and all customer account information should be transferred to you upon your request.

You may deliver and ship Products to locations outside your Territory that are not within the Territory of any other System franchisee. However, once a territory is sold to another System franchisee, you must immediately cease delivering and shipping Products to customers located within the territory. Notwithstanding the foregoing, upon written permission from the new System franchisee, you may continue to deliver and ship products to customers located within the territory until the opening of the Bakery. Except as provided above, you cannot, by yourself, through any Guest, courier service, or other agent, knowingly deliver Products within any other franchisee's territory, or a corporate territory which we own and operate. If you do, you must remit all net revenue earned from the sale directly to the franchisee that owns the territory and make a $500 contribution to the Marketing Production Fund per violation.

You may not advertise or promote your Bakery outside of your Territory without our written consent, which we may revoke at any time and for any reason.

Minimum Performance Criteria

Your Bakery must meet the following minimum annual Net Revenue requirements within the time frames specified below (the "Minimum Net Revenue Requirement"):

Performance Period	Minimum Net Revenue Requirement
1st Year of Operations	$350,000
2nd Year of Operations	$400,000
3rd Year of Operations	$450,000
4th Year of Operations	$500,000
5th and Subsequent Years of Operation	$550,000

The first year of your performance will be pro-rated based on the date of opening. For example, if you open for business on May 1st, your required Minimum Net Revenue Requirement would be Three Hundred and Fifty Thousand Dollars ($350,000) divided by twelve (12) months multiplied by eight (8) months of operations). Thereafter, your Minimum Net Revenue Requirement will be calculated based on

your calendar year of operations. We will include revenues from the E-Commerce Program towards your Minimum Net Revenue Requirement in any performance period.

If you do not meet these Minimum Net Revenue Requirements, you must pay the five percent (5%) royalty on the difference between the actual Net Revenues and the Minimum Net Revenue Requirement. While failure to meet these Minimum Net Revenue Requirements does not cause you to lose your territorial exclusivity, we have the right to terminate your Franchise Agreement if you fail to meet the Minimum Net Revenue Requirement in any Performance Period.

Area Development Agreement

We grant Area Development Agreements for the right to own and operate multiple Bakeries in a designated area ("Development Area") according to a mandatory development schedule. The size of the Development Area will depend upon the number of Bakeries you and we agree to open. Provided you comply with the terms of the Area Development Agreement and any Franchise Agreements signed for Bakeries within the Development Area, we will not locate another Bakery operating under the Marks, whether franchised or company-owned, in your Development Area during the term of the Area Development Agreement.

Each Bakery must be open per the "Mandatory Development Schedule" set forth in Section 2.1 of the Area Development Agreement, which will specify the number of Bakeries to be open and the time frames within which they must be open ("Development Periods"). Failure to comply with the Mandatory Development Schedule, including closing Bakeries open during the term of the Area Development Agreement, will result in termination of the Area Development Agreement. However, we will not include Bakeries in the Territory which are being relocated pursuant to our standards and specifications in determining compliance with the Mandatory Development Schedule. In the event that you fail to meet the Mandatory Development Schedule and the Area Development Agreement is terminated, you will retain your rights to any individual Bakeries for which you have (a) executed Franchise Agreements, and (b) made all appropriate payments to us.

In order to exercise your rights to open each additional Bakery under an Area Development Agreement, you must: (a) be fully compliant with the terms of the Area Development Agreement and any other agreements with us, our affiliates, and our approved and designated suppliers, and have complied with those agreements during their respective terms; (b) have fully met your performance requirements stated in your individual Franchise Agreements, if any; and (c) have satisfied all monetary obligations you owe to us or our affiliates and approved vendors, and pay the remaining $12,500 of the development fee for each additional bakery opened under the Area Development Agreement. You must also ensure that neither the Area Development Agreement nor any other agreement between you and us has expired or been terminated and sign a general release in our favor. You must meet these conditions at the time of signing a Franchise Agreement for a Bakery, seeking lease approval for additional Bakeries, and requesting permission to open additional Bakeries. We will require you to sign our then-current form of Franchise Agreement for each individual Bakery developed under an Area Development Agreement, the terms of which may materially differ from the terms of the Franchise Agreement attached to this disclosure document. Locations of future Bakeries developed under an Area Development Agreement must be approved by us and our then current standards for sites and territories will apply.

Reserved Rights

The grant of a Bakery under the Franchise Agreement does not include: (i) any right to offer any product or service via e-commerce, except through our authorized E-Commerce Program; (ii) any right to sell products or services at wholesale prices from the Bakery; or (iii) any right to market or distribute

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Products in any channel of distribution not specifically identified in the Franchise Agreement. We retain all other rights, and may, among other things, on any terms and conditions we deem advisable, and without granting you any rights therein:

(a) own and operate or license to others the right to own and operate Bakeries at any location(s) outside your Territory under the Marks and System, notwithstanding their proximity to the Territory or the Bakery or their actual or threatened impact on sales at your Bakery;

(b) own and operate or license to others the right to own and operate bakeries at any location(s) inside or outside your Territory under different marks;

(c) establish and operate, or licenses others the right to establish and operate, Bakeries at Non-Traditional Sites within the Territory subject to your right of first refusal and as described below;

(d) sell and distribute, directly or indirectly, or license others to sell and distribute within or outside the Territory, directly or indirectly, any products, services or merchandise, from any location or to any purchaser or through any alternative channel or method of distribution including, but not limited to, selling Products via retail and wholesale distribution, via mail order catalog, and via the Internet, as long as these sales are not conducted from a Nothing Bundt Cakes® Bakery operated from a location inside the Territory;

(e) acquire or be acquired by any other business offering and selling similar goods, regardless of location; and

(f) engage and license others to engage in any other activities not expressly prohibited by the Franchise Agreement.

We reserve the same rights in the Area Development Agreement concerning the Development Area as described above and otherwise may engage in any other activities not expressly prohibited by the Area Development Agreement.

Alternative Channels of Distribution

At this time, we have not established other channels of distribution for products and services that are the same or similar to the products and services offered at Nothing Bundt Cakes® Bakeries, either under our Marks or under different trademarks, but reserve the right to do so at any time. However, certain products or services from our affiliates, whether currently existing, in research and development, or developed in the future, may be distributed in your Territory/Development Area by us or our affiliates, or our franchisees, licensees or designees, in the manner and through such channels of distribution as we determine at our sole discretion. Alternate channels of distribution include, but are not limited to, sales of cake mixes, cake making kits, kitchen supplies, and aprons and other apparel via the Internet, through wholesale distribution, through retail and wholesale outlets, supermarkets and via direct marketing and mail order catalog. The Franchise Agreement does not grant you the right to distribute the products as described in this paragraph. At our sole discretion, we reserve the right to share in any of the proceeds from our activities with you through alternate channels of distribution.

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Non-Traditional Sites and National Accounts

We will give you a right of first refusal to operate non-traditional sites within your Territory or Development Area, including, but not limited to, mall food courts, airports, hospitals, cafeterias, commissaries, schools, hotels, office buildings, and stadiums, arenas, ballparks, festivals, fairs, military bases and other mass gathering locations or events ("Non-Traditional Sites"). (Section 4.7 of the Franchise Agreement); provided however, we will not open a Non-Traditional Site within your Territory within the first twelve (12) months of the opening of your Bakery. We will provide you written notice of our intent to establish a Non-Traditional Site (the "Notice"). You will have the period of time specified in the Notice, or if no time period is specified, thirty (30) days from the date of the Notice in which to exercise your right of first refusal which we may condition on your execution of our then-current franchise agreement (the terms of which may materially vary from the terms of your existing Franchise Agreement) and payment of our then-current initial fee.

We will grant you the right of first refusal provided: (i) you are compliant with any and all agreements with us, our affiliates and our approved and designated suppliers; (ii) the Non-Traditional Site is within the Territory and you meet the landlord's current requirements for a tenant; and (iii) you meet our criteria for a multi-unit franchise owner. If you do not meet our criteria, fail to timely exercise the right of first refusal or decline the opportunity to develop a Bakery at the Non-Traditional Site, then we may offer the opportunity to others, including our affiliates, designees, assignees or other franchisees

In addition, we have the right to enter into agreements or approve forms of agreements to provide Products to Non-Traditional sites within and outside of your Territory or Development Area, including "National Accounts" that, on their own or through agents, franchisees, or licensees, or other third parties own, manage, control or otherwise represent multiple commissary-style locations, including retail or wholesale outlets, novelty gift shops, and large commissaries, regardless of the aggregate contract amount of the services to be performed. We will determine whether a particular Guest constitutes a National Account at our sole discretion. If we execute a contract with a National Account that contemplates the provision of services to one or more National Account locations or National Account clientele within or outside of your territory, we have the right, by ourselves or through other franchisees, licensees, or third parties to provide Products to National Accounts using the System and Marks. We will provide you with the option to provide Products on the terms that we negotiate, if you are qualified to perform the services and are substantially compliant with the terms of the Franchise Agreement and any addenda.

The Franchise Agreement does not grant you the right to engage in wholesale distribution. After your first six months of operation, we may, at our discretion, allow you to distribute products to wholesalers or retailers in your area, if you are compliant with the terms of your Franchise Agreement. We must approve the wholesaler and may designate the wholesaler as a National Account if the wholesaler operates multiple locations within and outside of your Territory. You must pay us our then- current wholesale account approval fee, currently $1,500, plus our expenses, including travel costs and per diem.

Except as stated above, your Territory not be altered without your approval, and we will not modify your territorial rights within your Territory under any other circumstances. The Franchise Agreement does not contain any provisions under which you might receive any options, rights of first refusal or similar rights to acquire additional franchises within the Territory or in any contiguous areas.

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ITEM 13
TRADEMARKS

You will obtain the right to use the following Marks in connection with operating your Bakery, which our affiliate IP Holdings has registered on the U.S. Patent and Trademark Office ("PTO") as follows Principal Register:

Mark	Registration Number	Registration Date
	3,309,781	October 9, 2007
Nothing Bundt Cakes	2,697,008	March 18, 2003
Frosting Design	3,526,479	November 4, 2008
Bundtini	3,839,009	August 24, 2010
	4579282	August 5, 2014
	4579284	August 5, 2014

We obtained our right to use and license use of the Marks and the System under a license agreement with our affiliate IP Holdings dated September 30, 2005, under which we were granted a fifty (50) year license with three successive renewal terms of ten (10) years each if we are not in default of our obligations. IP Holdings may not terminate the license agreement unless we are in default and fail to cure the default within no less than thirty (30) days prior notice. If IP Holdings' license to us expires or is terminated, your rights under the Franchise Agreement will not be affected. You will have the right to operate your Bakery during the remaining franchise term, and during the term of any permitted successor franchise agreement, if you comply with all of your obligations.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, any state trademark administrator or court, or any pending infringement, opposition or cancellation proceedings, nor any pending material litigation involving the Marks shown above. Other than the license agreement describing in the preceding paragraph, there are no agreements currently in effect which significantly limit our right to use or license others the right to use the Marks in any manner material to the System. We have filed all required affidavits for the trademarks. We are not aware of any superior prior rights or infringing uses that could materially affect your use of the principal Marks.

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We may add additional trademarks to the System or it may discontinue the use of any mark used in connection with the System at any time. You must promptly notify us of any suspected unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use, the Marks. We have the sole right to direct and control any administrative proceeding or litigation involving the Marks, including the right to settle the proceedings or litigation. We have the exclusive right, but not the obligation, to affirmatively prosecute actions against third parties for infringement or threatened infringement of the Marks.

We will defend you against any third-party claim, suit, or demand arising out of your use of the Marks. If we, in our sole discretion, determine that you have used the Marks in accordance with the Franchise Agreement, we will pay the cost of defending the action, including the cost of any judgment or settlement. If we, in our sole discretion, determine that you have not used the Marks in accordance with the Franchise Agreement, you will be required to pay for the defense or to reimburse us for costs we incurred in providing the defense, including the cost of any judgment or settlement. In the event of any litigation relating to your use of the Marks, you are required to sign all documents and assist us, as we deem necessary, to carry out the defense or prosecution including, without limitation, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Marks in a manner inconsistent with the terms of the Franchise Agreement, we will reimburse you for your out-of-pocket costs in performing such acts.

We are not aware of any superior prior rights or infringing uses that could materially affect your use of the Marks in any state; however, a federal trademark registration does not necessarily protect the use of the concerned mark against a prior user in a given relevant market area. Before entering into the Franchise Agreement, you should make every effort to ascertain that there are no existing uses of the Marks or confusingly similar marks being used in the market area where you wish to do business. You should immediately notify us of any confusingly similar marks you discover.

We are the lawful and sole owner of the domain name http://www.nothingbundtcakes.com. You cannot register any of the Marks now or hereafter owned by us or any abbreviation, acronym or variation of the Marks, or any other name that could be deemed confusingly similar, as Internet domain names. We retain the sole right to advertise the System on the Internet and to create, operate, maintain and modify, or discontinue using a website using the Marks. You may access our website through your assigned Bakery web page. Except as we may authorize in writing in advance, however, you cannot: (i) link or frame our website; (ii) conduct any business or offer to sell or advertise any products or services on the worldwide web; or (iii) create or register any Internet domain name in connection with your franchise.

You may use only the Marks which we designate and may use them only in the manner we authorize and permit. Any goodwill associated with the Marks or our System, including any goodwill which might be deemed to have arisen through your activities, inures directly and exclusively to our benefit. You may use the Marks only at the Approved Location or in advertising for the Bakery. You must use all Marks without prefix or suffix and in conjunction with the symbols "SM," "TM," "S" or "R," as applicable. You may not use the Marks in connection with the offer or sale of any services or products which we have not authorized for use in connection with the System. You may not use the Marks as part of your corporate or other legal name. We must approve your corporate name and all fictitious names under which you propose to do business in writing before use. You must use your corporate or limited liability company name either alone or followed by the initials "D/B/A" and the business name "Nothing Bundt Cakes®." You must promptly register at the office of the county in which your Bakery is located, or such other public office as provided for by the laws of the state in which your Bakery is located, as doing business under such assumed business name.

All of your advertising must prominently display the Marks and must comply with our standards for using the Marks. All such advertising is subject to our prior written approval which we will not unreasonably withhold. We reserve the right to approve all signs, stationery, business cards, forms, and other materials and supplies bearing the Marks. You may use the Marks including, without limitation, trade dress, color combinations, designs, symbols, and slogans, only in the manner and to the extent specifically permitted by the Franchise Agreement or by our prior written consent. You must submit to us and we must approve all advertising, publicity, signs, decorations, furnishings, equipment or other materials employing the Marks, or related marks, before first publication or use. We will not unreasonably withhold our approval. You must identify yourself as the owner of the Bakery (in the manner we prescribe) in conjunction with any use of the Marks including, without limitation, on invoices, order forms, receipts, and business stationery, as well as at such conspicuous locations as we may designate in writing at the Bakery premises.

We reserve the right to substitute different Marks for use in identifying the System and Bakeries operating under the System. You must discontinue using all Marks which we have notified you, in writing, have been modified or discontinued within ten (10) days of receiving written notice and must promptly begin using such additional, modified or substituted Marks at your expense.

Area Development Agreement

The Area Development Agreement does not grant you any independent right to use the Marks. Your right to use the Marks will be governed solely by the terms and conditions of your individual Franchise Agreements with us.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any registered patents or copyrights which are material to the franchise; however, we claim common law copyright and trade secret protection for several aspects of the franchise System, including the Proprietary Recipes and training procedures, our Operations Manual, advertising, and business materials.

There are no current determinations, proceedings or litigation involving any of our copyrighted materials. Should you become aware that any unauthorized third party is using any of our copyrighted materials, we request that you notify us of such unauthorized use. We may revise our Franchise System and any of our copyrighted materials in our discretion and may require that you cease using any outdated copyrighted materials. You will be responsible for printing any revised or new advertising, marketing or other business materials.

During the term of the Franchise Agreement, you will receive information which we consider trade secrets and confidential information. You may not, during the term of the Franchise Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any trade secrets, including our Proprietary Recipes and other trade secrets, supplier networks and pricing plans through supplier networks, operating systems, other standards and specifications for product and/or service placement and pricing, price marketing mixes related to products and services offered under the System, copyrighted materials, including the Operations Manual, and other methods, techniques, and know-how concerning the operation of the Bakery ("Confidential Information") you will acquire in your capacity as our franchisee. Guest information, including Guest names, contact information, purchasing histories, and discounts offered to Guests (collectively, "Guest Information") also constitute our trade secrets and confidential information. You must report all required Guest Information into our Guest management database (the "CRM").

We do not presently sell or otherwise disclose Guest Information to third parties. You are prohibited from disclosing Guest Information to third parties for any purpose and must adhere to any privacy policies we may now or in the future establish with respect to Guest information. You may divulge Confidential Information only to employees who must have access to it in order to perform their employment obligations. Your owners, officers, and Operators must sign confidentiality and non-compete agreements stating that they will maintain the confidentiality of information they receive in connection with their employment and restricting their right to work for a competitor while they are employed by you. Such agreement, which will be in a form that we prescribe, will identify us as a third- party beneficiary to the agreement and give us independent enforcement rights.

The Franchise Agreement provides that if you, your employees, or principals develop any new concept, process or improvement in the operation or promotion of the Bakery, training, operation, or other business materials, you shall promptly notify us and provide us with all necessary related information, without compensation. Any new concept, process or improvement will become our sole property and we shall be the sole owner of all patents, patent applications, trademarks, copyrights and other intellectual property rights related to the new concepts. You and your principals must assign to us any rights you may have or acquire in new concepts you or your employees develop, including the right to modify such concept, process or improvement, and otherwise must waive and/or release all rights of restraint and moral rights to any new concepts you or your employees develop. You and your principals agree to assist us in obtaining and enforcing the intellectual property rights to any new concept, process or improvement in any and all countries and further agree to execute and provide us with all necessary documentation for obtaining and enforcing such rights. You and your principals must irrevocably designate and appoint us as your agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property rights related to any such concept, process or improvement. In the event that such provisions of the Franchise Agreement are found to be invalid or otherwise unenforceable, you and your principals must grant us a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the concept, process or improvement to the extent such use or sublicense would, absent the Franchise Agreement, directly or indirectly infringe on your rights to the new concepts.

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

You must devote your personal full-time attention and best efforts to the management and operation of the Bakery. In the event that you are a corporation, limited liability company or partnership, one of your principals must serve as the operator of the Bakery (the "Operator") and dedicate their full time and attention and best efforts to the day-to-day operations of the Bakery. The Operator must be approved by us and must successfully complete our initial training program and meet our then-current standards for Operators before assuming the position of Operator. An Operator must have full authority to act on your behalf in in all dealings with us.

In the event that none of your principals are approved by us to serve as the Operator, or are unable to dedicate their full time and attention to the day to day operations of the Bakery, you may appoint a non-principal to serve as the Operator, provided that the non-principal operator meets our then current standards for Operators, successfully completes our initial training program, and is approved by us before assuming the position of Operator.

Your Operator may, in our sole discretion, be approved for multiple franchise agreements or multiple Bakeries. You will keep us informed at all times of the identity of any employees acting as Operator of a Bakery, and any change in their employment status. Operators are not required to have an

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equity interest in your Bakery. In any event, you are personally responsible for the operation of your Bakery(s) and your Bakery must at all times be staffed with an Operator who has successfully completed our initial training program.

In the event that an Operator resigns or is otherwise terminated, you will have sixty (60) days to hire a replacement Operator who meets our then-current standards for an Operator and who is approved by us in writing before hiring. The new Operator must complete initial training to our satisfaction within thirty (30) days after being hired, subject to the availability of our personnel.

Your Operator(s) shall devote full time and best efforts to the day-to-day operation and management of the Bakery and shall not engage in any other business activity without our prior written consent. Your employees will be bound by the confidentiality and non-compete covenants of the Franchise Agreement and shall execute the Confidentiality and Restrictive Covenant Agreement attached as Exhibit 4 to the Franchise Agreement.

You (or if you are a corporation, each of your shareholders; or if you are a partnership, each of your general partners; or, if you are a limited liability company, each of your members), and your/their spouse(s) must sign a Personal Guaranty attached as Exhibit 6 to the Franchise Agreement or Exhibit 2 to the Area Development Agreement, as applicable. In addition, to the extent your financials alone do not qualify you for a franchise, we may require your spouse to execute a personal guaranty, to the extent your spouse's financials are necessary to qualify you for a franchise.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all of the products which we require and only the products which we authorize for the System, in the manner we prescribe, which presently include cakes, baking supplies, design accoutrements, apparel, and related goods and services. You will not offer to sell or provide at or through the Bakery any merchandise, products or services that have not been approved in writing or use the premises for any other purpose other than the operation of the Bakery. You may not use nor sell any Products that do not meet our standards and specifications, unless approved in writing.

You will offer and sell all Products in accordance with our standards and specifications. We have the right to require you to offer and sell additional goods or services as we may designate. There are no limits on our right to do so. You must at all times maintain sufficient levels of inventory to meet and satisfy consumer demand and maintain the goodwill associated with the Marks and System. You must stop using or offering disapproved products or services immediately upon notice that such services or products have been discontinued. If the law prohibits the use or sale of any product or service, use must cease immediately.

Your grant of a Bakery does not include: (i) any right to offer any services via e-commerce, apart from our E-Commerce Program; (ii) any right to establish an independent website or to establish a URL incorporating the Marks or any variation thereof; or (iii) any right to distribute, market, or implement our services in any channel of distribution not specifically identified in the Franchise Agreement.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a.	Length of franchise term	2.1	The term shall begin on the date we sign the Franchise Agreement and shall continue until ten (10) years from the Bakery opening date. In the event you purchase an existing Bakery from an existing franchisee, the term shall be for the remaining unexpired term of the seller's franchise agreement.
b.	Renewal or extension of the term	2.2	One additional ten (10) year term.
c.	Requirements for you to renew or extend	2.2	You must: (i) provide notice of your renewal no fewer than three (3) months and no greater than nine (9) months prior to the end of the term; (ii) demonstrate to our satisfaction that you have the right to operate the Approved Location for the duration of the renewal term or, if you are unable to continue operating at the Approved Location, secure a substitute location that is acceptable to us; (iii) complete to our satisfaction, no later than ninety (90) days prior to expiration of your then-current term, all maintenance, refurbishing, renovating, updates and remodeling of the Bakery premises, as well as any update to required hardware and software, as necessary to bring the Bakery and all equipment into full compliance with our then-current System standards and specifications for new franchisees; (iv) not be in breach of any provision of the Franchise Agreement, or any other agreement with us, our affiliates, approved/designated suppliers and vendors, and also be in substantial compliance with these agreements during their respective terms; (v) satisfy all monetary obligations you have to us, our affiliates, and approved or designated suppliers/vendors; (vi) execute our then-current form of Franchise Agreement, the terms of which may materially vary from the terms of your current Franchise Agreement, provided that the size of your Territory will not change and pay a renewal fee equal to 50% of our then-current initial franchise fee; (vii) satisfy our then-current training requirements for renewing franchisees at your sole expense, prior to the renewal date; and (viii) execute a general release in favor of us and our affiliates in the form we prescribe.
d.	Termination by you	Not applicable	Not applicable

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
e.	Termination by us without cause	Not applicable	Not applicable
f.	Termination by us with cause	14.1 -14.4	We can terminate upon any material breach of the Franchise Agreement.
g.	"Cause" defined – curable defaults	14.3 and 14.4	We have the right to terminate the Franchise Agreement after providing you a fifteen (15) day cure period if: (i) you fail to pay any monies you owe us or our affiliates; (ii) you fail to immediately endorse and deliver to us any payments due to us from any third party that is erroneously made to you; (iii) you fail to maintain sufficient levels of inventory to meet consumer demand; (iv) you fail to secure an Approved Location within ninety (90) days from the date you sign the Franchise Agreement or if you do not build out your Bakery to our standards and specifications within two hundred and seventy (270) days from the date you sign the Franchise Agreement, and have not otherwise obtained an extension from us; (v) you fail to operate the Bakery during the months, days and hours that we prescribe; (vi) you fail to personally supervise Bakery operations or employ adequate personnel; (vii) you fail to maintain our quality controls and standards; (viii) you conduct yourself in a manner which reflects adversely on the System, the Marks, or our products; (ix) you fail to procure or maintain any licenses, certifications, or permits necessary for the operation of your Bakery; (x) you fail to notify us of any change in your banking relationship, including changes to banking institutions or account numbers, or if you siphon any portion of the Gross Sales of your Bakery into a bank account not approved of by us or which is not accessible to us via EFT; (xi) you offer any unauthorized or unapproved products or services in connection with the operation of your Bakery; or (xii) you order or purchase supplies from unapproved suppliers. Except as stated for above, we have the right to terminate the Franchise Agreement after providing you a thirty (30) day cure period if you fail to perform or comply with any one or more of the terms or conditions of the Franchise Agreement or any other agreement with us or our affiliates.
h.	"Cause" defined – non-curable defaults	14.1 and 14.2	The Franchise Agreement will automatically terminate without notice or an opportunity to cure if: (i) you make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for you or the Bakery; (ii) proceedings are commenced to have you adjudicated bankrupt or to seek your reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within 60 days, or a trustee or receiver is appointed for you or the Bakery

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
			without your consent, and the appointment is not vacated within 60 days; or (iii) you purport to sell, transfer or otherwise dispose of your interest in the Franchise Business without our written approval. We have the right to terminate the Franchise Agreement with notice without providing you an opportunity to cure if: (i) you take part in criminal acts or misconduct; (ii) you commit fraud or make any material misrepresentations; (iii) you make any misrepresentations in connection with the franchise application; (iv) you fail to complete our initial training program or any ongoing training program to our satisfaction within the time frames we designate, or you fail to meet the Minimum Net Revenue Requirement in any period; (v) you receive two or more written notices of default within any twelve (12) month period; (vi) you materially breach any other agreement with us or our affiliates, or your landlord, or threaten a material breach of such an agreement, including any lease for the Approved Location, and fail to cure the breach within any applicable cure period; (vii) you misuse the Marks or Confidential Information; (viii) you violate any health, safety or sanitation law; (ix) you violate the in-term restrictive covenants of the Franchise Agreement; (x) a lien or writ of attachment or execution is placed against you and is not released or bonded against within thirty (30) days; (xi) you become insolvent; (xii) you abandon the Bakery; (xiii) you misuse our proprietary software; (xiv) you fail to maintain required insurance; (xv) you fail to comply with any governmental notice of non-compliance with any law or regulation within fifteen (15) days of the notice; (xvi) any governmental action is taken against you that results in any obligation upon us; (xvii) you fail to comply with any anti-terrorist laws; (xviii) you misuse taxes or other sums held for payment to third parties; (xix) there are insufficient funds in your bank account to cover EFT payments three or more times in any twelve (12) month period; or (xx) an audit reveals that you have understated your Royalty or Advertising Requirement payments or expenditures by more than 2%, or you have failed to submit timely reports and/or remittances for any two reporting periods within any twelve (12) month period.
i.	Your obligations on termination /non-renewal	15	Upon termination or expiration of the Franchise Agreement, you must: (i) cease all operations under the Franchise Agreement; (ii) promptly pay all sums you owe us; (iii) cease using the Marks and System; (iv) return to us the Operations Manual and all other manuals, proprietary materials, and Confidential Information; (v) cease using and assist in transferring all of your telephone numbers to us; (vi) vacate the Bakery premises if we exercise our rights under the Collateral Assignment of Lease; (vii) return to us all items reflecting the Marks; (viii) cease holding yourself out as our franchisee; (ix) take necessary action to amend or cancel any business name or equivalent registration which contains our trade

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
			name or Marks; (x) allow us to inspect your financial records; (xi) comply with the post term covenants contained in the Franchise Agreement; (xii) cease to use in advertising or in any other manner any methods, procedures or techniques associated with us or the System; (xiii) execute periodically any papers, documents, and assurances necessary to effectuate termination or nonrenewal; and (xiv) pay liquidated damages.
j.	Assignment of contract by us	17.1	No restrictions on our right to assign or transfer.
k.	"Transfer" by you – definition	17.2 and 17.3	A sale, transfer or assignment requiring our prior written consent occurs: (i) if you are a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of your voting stock, or any increase in the number of outstanding shares of your voting stock which results in a change in ownership; (ii) if you are a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; or (iii) if you are a limited liability company, upon any assignment, sale, pledge or transfer of any fractional portion of any interest in the limited liability company.
l.	Our approval of transfer by franchisee	17.2 and 17.4	You may not transfer any rights in the franchise without our prior written consent. We have the right to condition our approval of any sale, transfer, assignment or encumbrance as described below.
m.	Conditions for our approval of transfer	17.4	We will approve a proposed transfer if: (i) all of your accrued monetary obligations to us, our affiliates, and our approved and designated suppliers have been paid; (ii) all existing defaults under the Franchise Agreement have been cured; (iii) you execute a general release in favor of us and our affiliates; (iv) you provide us a copy of the executed purchase agreement; (v) the transferee meets our qualifications; (vi) the transferee executes our then-current Franchise Agreement for the remaining unexpired term of the Franchise Agreement; (vii) you or the transferee pays us a $5,000 transfer fee in the event of a transfer of the Bakery or $3,500 in the event of a transfer of the ownership interests in franchisee; (viii) the transferee satisfactorily completes our training program; (ix) you comply with the post term provisions of the Franchise Agreement; (x) the transferee obtains all necessary licenses and permits required to operate the Bakery; (xi) to the extent required by the terms of any leases or other agreements, the lessors or other parties must have consented to the proposed transfer; (xii) the transfer is made in compliance with all applicable laws; (xiii) the purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation of the Bakery and performance under its Franchise Agreement; (xiv) you must request that we provide the prospective transferee with our current form of disclosure document and we shall not be liable for any representations not included in the disclosure document; (xv) our approval of the transfer shall not constitute a

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
			waiver of any claims we may have against the transferring party; (xvi) we shall have the right to disclose to any prospective transferee such revenue reports and other financial information concerning you and your Bakery as you have supplied us; and (xvii) we may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer or otherwise.
n.	Our right of first refusal to acquire your business	17.7	We can match any offer for the franchised business. We will notify you within ten (10) business days after receiving notice from you whether we wish to exercise our right to purchase your business.
o.	Our option to purchase your business	15.2	Upon termination or expiration of your agreement, for whatever reason, we have the option to purchase the assets of your business at book value.
p.	Your death or disability	17.5	Upon your death or disability, your rights under the Franchise Agreement may pass to your heirs or legatees, provided that, within 90 days of your death or disability, they agree to assume your obligations under the Franchise Agreement, successfully complete our initial training program, and otherwise meet our satisfaction.
q.	Non-competition covenants during the term of the franchise	16.1	During the term of the Franchise Agreement, neither you, your principals, nor any member of the immediate family of you or your principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation: (i) own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in any other business which operates or licenses the sale of businesses which offer and sell cakes, baked goods, gift packages, novelty items, or any other goods or services authorized or offered for sale by System franchisees, provided, however, that this Section does not apply to your operation of any other Bakery; or (ii) divert or attempt to divert any business or Guest of the Bakery to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System.
r.	Non-competition covenants after the franchise is terminated or expires	16.2	For a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, neither you, your principals, or Operators nor any member of the immediate family of you, your principals or Operators may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, enter into any business competing in whole or in part with us in granting franchises or licenses to operate businesses which offer and sell cakes, baked goods, gift packages, novelty items, or any other goods or services authorized or offered for sale by System franchisees at the time the Franchise Agreement is terminated or expires and is not otherwise renewed.

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
			In addition, for a period of two (2) years after the expiration, transfer or termination of the Franchise Agreement, regardless of the cause, neither you, your principals, or Operators, nor any member of the immediate family of you, your principals or Operators may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation own, maintain, engage in, lend money to, extend credit to, have any interest in, or be employed as an officer, director, executive, or principal of: (i) businesses which offer and sell cakes, baked goods, gift packages, novelty items, or any other goods or services authorized or offered for sale by System franchisees at the time the Franchise Agreement is terminated or expires and is not otherwise renewed (a) at the Franchised Business premises, (b) within the Territory, or (c) within a radius of ten (10) miles of the perimeter of (1) the Territory being granted hereunder or (2) any other Territory licensed by Franchisor or Bakery operated by Franchisor or Franchisor's affiliates as of the date of expiration or termination of the Franchise Agreement; (ii) solicit business from Guests of your former Bakery or contact any of our suppliers or vendors for any competitive business purpose; or (iii) solicit any of our employees, or the employees of our affiliates or any other System franchisee to discontinue employment. The two (2) year time period shall be tolled during any default of the non-compete and confidentiality covenants.
s.	Modification of agreement	20.2	The Franchise Agreement may only be modified or amended in writing signed by all parties.
t.	Integration/ merger clause	20.2	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the disclosure document and franchise agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	19.3 and 19.4	You must bring all disputes before our President before bringing a claim before a third party. After exhausting this internal dispute resolution procedure, at our option, all claims or disputes between you and us must be submitted first to mediation in Dallas, Texas in accordance with the American Arbitration Association's Commercial Mediation Rules then in effect.
v.	Choice of forum	19.5	All claims not subject to mediation must be brought before a court of general jurisdiction in Dallas, Texas, or the United States District Court for the Northern District of Texas. You consent to the exclusive personal jurisdiction and venue of any court of general jurisdiction in Dallas, Texas and the United States District Court for the Northern District of Texas, with a jury trial waiver. Please see the State-Specific Addenda attached as Exhibit H to this Disclosure Document for further details. You agree that there will be no class actions. The parties agree to waive jury trials.

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
w.	Choice of law	19.2	The Franchise Agreement is governed by the laws of the State of Texas. See the State Specific Addenda attached as Exhibit H to this Disclosure Document for further details.

THE AREA DEVELOPER RELATIONSHIP

	PROVISION	SECTION IN AREA DEVELOPMENT AGREEMENT	SUMMARY
a.	Length of the Area Development Agreement term	1.1	The term begins upon execution of the Area Development Agreement and ends on the date stated in Section 1.1 of the Area Development Agreement, as negotiated by the parties.
b.	Renewal or extension of the term	Not applicable	Not applicable
c.	Requirements for you to renew or extend	Not applicable	Not applicable
d.	Termination by you	Not applicable	Not applicable
e.	Termination by us without cause	Not applicable	Not applicable
f.	Termination by us with cause	Section 9	We have the right to terminate the Area Development Agreement with cause.
g.	"Cause" defined – curable defaults	9.1	The Area Development Agreement may be terminated if you fail to meet your development obligations as set forth in the Mandatory Development Schedule for any single Development Period, and fail to cure such default within 30 days of receiving notice thereof.
h	"Cause" defined – noncurable defaults	9.1	Your Development Agreement can be terminated by us if: (i) you abandon your development business for 3 consecutive months, or any shorter period that indicates an intent by you to discontinue development of the Bakeries within the Development Area; (ii) you become insolvent or are adjudicated bankrupt, or if any action is taken by Franchisee, or by others against you, under any insolvency, bankruptcy or reorganization act, or if you make an assignment for the benefit or creditors or a receiver is appointed by you; or (iii) any Franchise Agreement that is entered into in order to fulfill your development obligations under the Development Agreement is terminated or subject to termination by us, pursuant to the terms of that Franchise Agreement.
i.	Your obligations on termination /	10	Upon termination of the Area Development Agreement, you will retain the right to develop and operate Bakeries for which you have signed Franchise Agreements, provided those agreements have not

	PROVISION	SECTION IN AREA DEVELOPMENT AGREEMENT	SUMMARY
	non-renewal		been terminated. Your rights to any Bakeries for which there are no Franchise Agreements and your exclusivity in the Development Area will terminate immediately. Upon termination, we will have the right to develop the Development Area by ourselves or through our franchisees, licensees, or otherwise, at our sole discretion. Upon termination of the Area Development Agreement: (i) you will have no further right to enter into Franchise Agreements to establish and operate Bakeries under the Area Development Agreement; (ii) you must comply with the provisions of your existing Franchise Agreements, to the extent they have not been terminated; (iii) we may operate or grant franchises for the operation of Bakeries in the Development, except to the extent prohibited by your effective Franchise Agreements; (iv) we will retain all fees paid; and (v) we will have no further obligations to you under the Area Development Agreement.
j.	Assignment of contract by us	11	Fully transferable by us.
k.	"Transfer" by you -- definition	11.3	A sale, transfer or assignment requiring our prior written consent occurs: (i) if you are a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of your voting stock, or any increase in the number of outstanding shares of your voting stock which results in a change in ownership; (ii) if you are a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; or (iii) if you are a limited liability company, upon any assignment, sale, pledge or transfer of any fractional portion of any interest in the limited liability company.
l.	Our approval of transfer by you	11.2	You may not transfer any rights in the franchise without our prior written consent. We have the right to condition our approval of any sale, transfer, assignment or encumbrance as described below.
m.	Conditions for our approval of transfer	11.4	The proposed transferee must meet our standards as to character, financial resources, and willingness to assume the existing obligations under the Area Development Agreement, sign our then-current form of Area Development Agreement; sign a general release in the form we specify; and pay a transfer fee equal to $5,000 for any undeveloped areas for which there is no franchise agreement and the transfer fees due under franchise agreements signed pursuant to the Area Development Agreement if those units are transferred.
n.	Our right of first refusal to acquire your business	11.7	We can match any offer for the Area Development Business. We will notify you, within thirty (30) days after receiving the offer, whether we wish to exercise our right to purchase your business.
o.	Our option to purchase your business	Not applicable	Not applicable

	PROVISION	SECTION IN AREA DEVELOPMENT AGREEMENT	SUMMARY
p.	Your death or disability	11.5	Your legal representative shall have the right to continue the Area Developer Business if certain conditions are met.
q.	Non-competition covenants during the term of the Franchise	12.1	During the term of the Area Development Agreement, neither you, your principals, nor any member of the immediate family of you or your principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation: (i) own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in any other businesses which offer and sell cakes, baking related merchandise or apparel, or any other goods or services authorized or offered for sale by System franchisees, provided, however, that this Section does not apply to your operation of any other Bakery; or (ii) divert or attempt to divert any business or Guest of the Bakery to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System.
r.	Non-competition covenants after the Franchise is terminated or expires.	12.2	For a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Area Development, regardless of the cause, neither you, your principals, nor any member of the immediate family of you or your principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation enter into any business competing in whole or in part with us in granting franchises or licenses to operate businesses which offer and sell cakes, baking related apparel or merchandise, or any other goods or services authorized or offered for sale by System franchisees at the time the Area Development Agreement is terminated or expires and is not otherwise renewed. In addition, for a period of two (2) years after the expiration, transfer or termination of the Area Development Agreement, regardless of the cause, neither you, your principals, nor any member of the immediate family of you or your principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation own, maintain, engage in, lend money to, extend credit to, have any interest in, or be employed as an officer, director, executive, or principal of: (i) businesses which offer and sell cakes, baking related apparel or merchandise, or any other goods or services authorized or offered for sale by System franchisees at the time the Area Development Agreement is terminated or expires and is not otherwise renewed (a) within the Development Area, or (b) within a radius of 10 miles of the perimeter of (1) the Development Area being granted under the Area Development Agreement or (2) any other Territory or Development Area licensed by Franchisor or Bakery operated by Franchisor or Franchisor's affiliates as of the date of expiration or

	PROVISION	SECTION IN AREA DEVELOPMENT AGREEMENT	SUMMARY
			termination of the Area Development Agreement; (ii) solicit business from Guests of your former Bakery or contact any of our suppliers or vendors for any competitive business purpose; or (iii) solicit any of our employees, or the employees of our affiliates or any other System franchisee to discontinue employment. The two-year time period shall be tolled during any default of the non-compete and confidentiality covenants.
s.	Modification of the Agreement	15.1	The Area Development Agreement may only be modified or amended in writing signed by all parties.
t.	Integration / merger clause	15.1	Only the terms of the Area Development Agreement are binding (subject to state law). Any representations or promises made outside the disclosure document and Area Development Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	14.2 and 14.3	You must bring all disputes before our Chairman of the Board or Chief Executive Officer prior to bringing a claim before a third party. After exhausting this internal dispute resolution procedure, at our option, all claims or disputes between you and us must be submitted first to mediation in Dallas, Texas in accordance with the American Arbitration Association's Commercial Mediation Rules then in effect.
v.	Choice of forum	14.5	All claims not subject to mediation must be brought before a court of general jurisdiction in Dallas, Texas, or the United States District Court for the Northern District of Texas. You consent to the personal jurisdiction and venue of any court of general jurisdiction in Dallas, Texas, and the United States District Court for the Northern District of Texas. Please see the State-Specific Addenda attached as Exhibit H to this Disclosure Document for further details. You agree that there will be no class actions. The parties waive the right to trial by jury. These provisions may be subject to state law.
w.	Choice of law	14.1	The Area Development Agreement is governed by the laws of the State of Texas. See the State Specific Addenda attached as Exhibit H to this Disclosure Document for further details. These provisions may be subject to state law.

ITEM 18
PUBLIC FIGURES

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

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ITEM 19
FINANCIAL PERFORMANCE REPRESENTATION

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.

BACKGROUND

This Item sets forth historical net revenue and cost information for our franchised Bakeries which was provided to us by our franchisees.

As of December 30, 2018, we had 276 franchised Bakeries and 6 company owned Bakeries open and operating in the United States. Part I of this Item sets forth the net revenues of 196 franchised bakeries ("Included Franchisee Bakeries") all of which have been operating for at least 24 months as of December 30, 2018. The "Measurement Period" in this Part I is January 1, 2017 to December 30, 2018. Included in this Item 19 are five franchised Bakeries owned and operated by our founders. We have excluded from Part I net revenue information of the 80 remaining Franchisee Bakeries because these Bakeries were not open and operating for the entire Measurement Period.

Part II of this Item sets forth average net revenues, average cost of goods sold, average gross margin, average payroll costs, average occupancy expenses, average advertising expenses, average other expenses, average interest expenses, average depreciation and amortization expenses, average net income and average EBITDA achieved by 175 of the Included Franchisee Bakeries from January 1, 2018 through December 30, 2018 (the "2018 Calendar Year"). The 175 Included Franchisee Bakeries provided us with complete 2018 financial statements prior to the issuance of this disclosure document. 101 of the Franchisee Bakeries were excluded on the basis that they did not provide us with complete 2018 financial statements before the issuance of this disclosure document.

Part III of this Item sets forth the Average Net Revenues achieved during the first and second full 12 months of business by all 41 franchised Bakeries which opened between January 1, 2016 and December 30, 2016 and have been open a minimum of 24 months as of December 30, 2018.

We have not audited or independently verified the data submitted by the included bakeries and no assurance can be offered that the data does not contain inaccuracies that an audit might disclose. We will provide you with written substantiation for the financial performance representation upon reasonable request.

Part I: Included Franchisee Bakeries' Average Net Revenues and Growth in Average Net Revenues during the Measurement Period

Calendar Year	Number of Included Franchisee Bakeries	Average Net Revenues	% Growth in Average Net Revenues	No. of Bakeries Above/Below Average	Median	High Net Revenues	Low Net Revenues
2017	196	$1,047,642	n/a	81 / 115	$998,494	$2,757,255	$341,357
2018	196	$1,165,172	11.22%	85 / 111	$1,115,957	$2,545,181	$400,376

Notes to Part I

1. "Net Revenues" includes all revenues generated from all business conducted at or from a Bakery during the Measurement Period, including amounts received from the sale, shipping and delivery of food items, amounts received through the E-Commerce program and from gift card sales, and other products and services, merchandise, and tangible property of any nature whatsoever, whether in cash or for credit, and whether collected or uncollected. "Net Revenues" does not include the amount of any applicable sales tax imposed by any federal, state, municipal or other governmental authority if such taxes are stated separately when the Guest is charged and franchisee pays such amounts as and when due to the appropriate taxing authority. Also excluded from Net Revenues are the amount of any documented refunds, chargebacks, credits and allowances given to Guests in good faith pursuant to our standard procedures for issuing such refunds.

2. The "Average Net Revenues" for the Included Franchisee Bakeries were calculated by taking the sum of the Included Franchisee Bakeries' Net Revenues and dividing it by the total number of Included Franchisee

3. The "Percentage Growth in Average Net Revenues" was calculated by taking the difference between Average Net Revenues achieved by the Included Franchisee Bakeries in 2018 and 2017 and dividing it by the Average Net Revenues achieved by the Included Franchisee Bakeries in 2017.

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Part II: **Average Net Revenues, Average Costs of Goods Sold, Average Gross Margin, Average Payroll Costs, Average Occupancy Costs, Average Advertising Expenses, Average Other Expenses, Average Interest Expenses, Average Depreciation and Amortization Expenses, Average Net Income Average EBITDA and Average Total Franchisee Principal's Benefit.**

P&L Category	Average 175 Bakeries $	%	No. of Bakeries Above / Below	Median %
Net Revenues	**$ 1,084,993**		**78 / 97**	**$ 1,035,913**
COGS	$ 280,054	25.8%	86 / 89	25.7%
Average Gross Margin	**$ 804,939**	**74.2%**	**89 / 86**	**74.3%**
Payroll	$ 339,747	31.3%	74 / 101	30.1%
Occupancy	$ 71,873	6.6%	87 / 88	6.5%
Marketing & Advertising	$ 47,664	4.4%	84 / 91	4.3%
Other Expenses	$ 163,908	15.1%	71 / 107	11.9%
Interest Expense	$ 9,056	0.8%	74 / 101	0.5%
Depreciation & Amortization	$ 17,365	1.6%	74 / 101	1.3%
Taxes	$ 3,843	0.4%	153/ 22	0.1%
Total Expense	**$ 653,456**	**60.2%**	**84 / 91**	**54.8%**
Net Income	**$ 151,483**	**14.0%**	**149 / 16**	**12.0%**
Add Backs to Net Income Calculate EBITDA:				
Interest Expense	$ 9,056	0.8%	74 / 101	0.5%
Depreciation & Amortization	$ 17,365	1.6%	74 / 101	1.3%
Taxes	$ 3,843	0.4%	153/ 22	0.1%
EBITDA	**$ 181,747**	**16.8%**	**71 / 104**	**15.0%**
Reported Franchisee Principal Expenses	$ 34,842	3.2%	61 / 114	1.2%
Total Franchisee Principal's Benefit	**$ 216,588**	**20.0%**	**68 / 107**	**18.8%**

Notes to Part II

1. "Net Revenues" includes all revenues generated from all business conducted at or from a Bakery during the 2018 Calendar Year, including amounts received from the sale, shipping and delivery of food items, amounts received through the E-Commerce program and from gift card sales, and other products and services, merchandise, and tangible property of any nature whatsoever, whether in cash or for credit, and whether collected or uncollected. "Net Revenues" does not include the amount of any applicable sales tax imposed by any federal, state, municipal or other governmental authority if such taxes are stated separately when the Guest is charged and franchisee pays such amounts as and when due to the appropriate taxing authority. Also excluded from Net Revenues are the amount of any documented refunds, chargebacks, credits and allowances given to Guests in good faith pursuant to our standard procedures for issuing such refunds. The "Average Net Revenues" is determined by taking the sum of included franchisees Net Revenues and dividing it by 175. For the 2018 Calendar Year, the High Net Revenues was $2,692,750 and the low was $431,638.

2. "COGS" is defined as all direct costs including dry ingredients, packaging and decorating costs. The average presented above is determined by taking the sum of included franchisees costs of goods sold and dividing it by 175. The percentage was determined by dividing the average COGS by Average Net Revenues.

3. "Average Gross Profit" is defined as Average Net Revenues less Total Average Cost of Goods Sold. The percentage was determined by dividing the Average Gross Profit by Average Net Revenues.

4. "Payroll" is defined as the cost of hourly employees, management labor, and manager salary or bonus payments, but does not include owner salary or draw. The average presented above is determined by taking the sum of Included Franchisees' Labor Costs and dividing by 175. The percentage was determined by dividing the average Labor Cost by Average Net Revenues.

5. "Occupancy" is defined as all charges imposed under the lease agreements, including base rent, percentage rent, and common area maintenance charges. The average presented above is determined by taking the sum of included franchisees Occupancy costs and dividing by 175. The percentage was determined by dividing the average Occupancy cost by Average Net Revenues.

6. "Advertising" is defined as the cost of local store marketing efforts, as well as national marketing costs paid for on behalf of the Franchisees. The average presented above is determined by taking the sum of included franchisees Advertising costs and dividing by 175. The percentage was determined by dividing the Advertising costs by Average Net Revenues.

7. "Other Expenses" is defined as the sum of other operational costs required to operate the bakery, including but not limited to royalties paid to the franchisor, utility costs, repair and maintenance costs, credit card merchant fees, office supplies and other expenses. The average presented above is determined by taking the sum of Included Franchisees' Other Expenses and dividing by 175. The percentage was determined by dividing the average Other Expenses by Average Net Revenues.

8. "Interest Expense" is defined as financing charges for any outside bank loans being paid by the franchisee to their lender of choice. The average presented above is determined by taking the sum of Included Franchisees' Interest Expense and dividing by 175. The percentage was determined by dividing the average Interest Expense by Average Net Revenues.

9. "Depreciation & Amortization" is defined as non-cash costs to expense over time the capital investments made by franchisees into their bakeries. The average presented above is determined by taking the sum of Included Franchisees' Depreciation & Amortization and dividing by 175. The percentage was determined by dividing the average Depreciation & Amortization by Average Net Revenues.

10. "Total Expense" is defined as the sum of Advertising, Occupancy, Labor, Other Payroll, Other SG&A, Interest Expense, and Depreciation and Amortization expenses. The percentage was determined by dividing the average Total Expense by Average Net Revenues.

11. "Net Income" is defined as Average Gross Profit minus Total Expense. The percentage was determined by dividing the average Net Income by Average Net Revenues.

12. "EBITDA" is defined as Net Income plus Interest Expenses, Depreciation, Amortization Expenses and Income Taxes. The percentage was determined by dividing the average EBITDA by Average Net Revenues.

13. "Reported Franchisee Principal Expenses" is defined as any expenses reported by the franchisee as specifically paid to the Principal benefit such as, but not limited to, Payroll, Consulting Fees, Home Office and Automobile Expenses. The percentage was determined by dividing the average Reported Franchisee Principal Expenses by Average Net Revenues.

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14. "Total Franchisee Principal's Benefit" is defined EBITDA plus Reported Franchisee Principal Expenses. The percentage was determined by dividing the average Total Franchisee Principal's Benefit by Average Net Revenues.

Part III: Average Net Revenues and Percentage Growth in Average Net Revenues for Bakeries opened during 2016.

The table below sets forth the Average Net Revenues and the Percentage Growth in Average Net Revenues achieved by all 41 Bakeries which opened during the 2016 calendar year and which have been open and operating a full 24 months as of December 30, 2018.

Year Bakery Opened	Number of Included Franchisee Bakeries	Average Net Revenues 1st 12 Months	Number Above/Below	Median First 12 Months	Average Net Revenues 2nd 12 Months	Number Above/Below	Median Second 12 Months	% Growth in Average Net Revenues
2016	41	$779,418	19 / 22	$732,427	$948,543	20/21	$941,777	20.8%

Notes to Part III

1. "Net Revenues" includes all revenues generated from all business conducted at or from a Bakery during the first and second full 12 months of business, including amounts received from the sale, shipping and delivery of food items, amounts received through the E-Commerce program and from gift card sales, and other products and services, merchandise, and tangible property of any nature whatsoever, whether in cash or for credit, and whether collected or uncollected. "Net Revenues" does not include the amount of any applicable sales tax imposed by any federal, state, municipal or other governmental authority if such taxes are stated separately when the Guest is charged and franchisee pays such amounts as and when due to the appropriate taxing authority. Also excluded from Net Revenues are the amount of any documented refunds, chargebacks, credits and allowances given to Guests in good faith pursuant to our standard procedures for issuing such refunds. The "Average Net Revenues" is determined by taking the sum of included franchisees Net Revenues divided by the number of franchisees included in each table. For the First 12 Months, the High Net Revenues was $1,437,629 and the low was $473,412. For the Second 12 Months, the High Net Revenues was $1,603,283 and the low was $606,466.

2. "Average Net Revenues First 12 Months of Operation" was calculated by taking the sum of the included franchisees' Net Revenues achieved during the first 12 months of operations and dividing it by the total number of included franchisees. "Average Net Revenues Second 12 Months of Operation" was calculated by taking the sum of the included franchisees' Net Revenues achieved during the second 12 months of operations and dividing it by the total number of included franchisees. The Average Net Revenues reflect the first and second full 12 months of business and does not necessarily reflect sales achieved during any entire calendar year (January through December).

3. The "Percentage Growth in Average Net Revenues" was calculated by taking the difference between Average Net Revenues Second 12 Months of Operation and Average Net Revenues First 12 Months of Operation and dividing it by the Average Net Revenues First 12 Months of Operation.

General Notes to Item 19

A. This analysis does not contain complete information regarding costs associated with starting up and operating a Bakery. The data presented in Part I, Part II and Part III is for established Bakeries open and operating a minimum of 24 months as of December 30, 2018. We do not make any financial performance representations regarding Bakeries operated at Non-Traditional Sites.

B. The figures above do not include certain costs associated with the establishment and operation of a Bakery, including initial franchise fees; build-out and equipment costs; technology and other bakery costs able to be capitalized. The above figures also exclude living expenses. There may be other costs and other expenses not identified in this Item 19. You should conduct an independent investigation of the costs and expenses you will incur in operating your Bakery. Franchisees or former franchisees listed in the Disclosure Document may be one source of that information

C. Interest expense, interest income, depreciation, amortization and other income or expenses will vary substantially from business to business, depending on the amount and kind of financing you obtain to establish your Bakery. You should consult with your tax advisor regarding depreciation and amortization schedules and the period over which the assets of your Bakery may be amortized or depreciated, as well as the effect, if any, of recent or proposed tax legislation.

D. Rent will vary significantly depending on the location of your franchised business and the local real estate market. Your rent will also vary depending on the size and condition of the property that you lease.

E. Revenues and expenses of your business will be directly affected by many factors, such as: (a) geographic location; (b) competition from other similar bakeries in your area; (c) advertising effectiveness based on market saturation; (d) whether you operate the business personally or hire a general manager; (e) your product and service (f) vendor prices on materials, supplies and inventory; (g) employee salaries and benefits (life and health insurance, etc.) and the employment market in your area; (h) insurance costs; (i) weather conditions; (j) ability to generate Guests; (k) Guest loyalty; and (l) employment conditions in the market.

F. **Some outlets have earned this amount. Your individual results may vary. There is no assurance you will do as well.**

G. We recommend that you make your own independent investigation to determine whether or not the franchise may be profitable to you. You should use the above information only as a reference in conducting your analysis and preparing your own projected income statements and cash flow statements. We suggest strongly that you consult your financial advisor or personal accountant concerning financial projections and federal, state and local income taxes and any other applicable taxes that you may incur in operating a Nothing Bundt Cakes® Bakery.

H. Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Mr. Kyle Smith at 4560 Belt Line #350, Addison, Texas 75001, (702) 800-7800, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Systemwide Outlet Summary
For years 2016-2018

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016	151	187	+36
	2017	187	234	+47
	2018	234	276	+42
Company-Owned*	2016	2	6	+4
	2017	6	6	0
	2018	6	6	0
Total Outlets	2016	153	193	+40
	2017	193	240	+47
	2018	240	282	+42

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2016-2018

State	Year	Number of Transfers
Colorado	2016	0
	2017	0
	2018	1
Illinois	2016	2
	2017	0
	2018	0
North Carolina	2016	0
	2017	0
	2018	1
South Carolina	2016	1
	2017	0
	2018	0
Total	2016	3
	2017	0
	2018	2

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Status of Franchised Outlets
For years 2016-2018

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	2016	1	1	0	0	0	0	2
	2017	2	1	0	0	0	0	3
	2018	3	0	0	0	0	0	3
Arizona	2016	6	0	0	0	0	0	6
	2017	6	2	0	0	0	0	8
	2018	8	0	0	0	0	0	8
Arkansas	2016	0	2	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
California	2016	44	6	0	0	0	0	50
	2017	50	3	0	0	0	0	53
	2018	53	5	0	0	0	0	58
Colorado	2016	7	0	0	0	0	0	7
	2017	7	2	0	0	0	0	9
	2018	9	0	0	0	0	0	9
Florida	2016	4	2	0	0	0	0	6
	2017	6	8	0	0	0	0	14
	2018	14	6	0	0	0	0	20
Georgia	2016	3	1	0	0	0	0	4
	2017	4	2	0	0	0	0	6
	2018	6	2	0	0	0	0	8
Idaho	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Illinois	2016	9	3	0	0	0	0	12
	2017	12	5	0	0	0	0	17
	2018	17	3	0	0	0	0	20
Indiana	2016	0	0	0	0	0	0	0
	2017	0	2	0	0	0	0	2
	2018	2	1	0	0	0	0	3

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State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Iowa	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Kansas	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	0	4
	2018	4	0	0	0	0	0	4
Kentucky	2016	0	2	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Louisiana	2016	4	1	0	0	1	0	5
	2017	4	1	0	0	0	0	5
	2018	5	0	0	0	0	0	5
Maryland	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Michigan	2016	0	0	0	0	0	0	0
	2017	0	2	0	0	0	0	2
	2018	2	1	0	0	0	0	3
Minnesota	2016	4	2	0	0	0	0	6
	2017	6	1	0	0	0	0	7
	2018	7	1	0	0	0	0	8
Mississippi	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	1	0	0	0	0	2
Missouri	2016	0	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	2	0	0	0	0	4
Nebraska	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	1	0	0	0	0	3
Nevada	2016	1	3*	0	0	0	0	4
	2017	4	1	0	0	0	0	5
	2018	5	0	0	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
New Jersey	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	1	0	0	0	0	2
New Mexico	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
New York	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
North Carolina	2016	5	0	0	0	0	0	5
	2017	5	4	0	0	0	0	9
	2018	9	2	0	0	0	0	11
Ohio	2016	2	3	0	0	0	0	5
	2017	5	2	0	0	0	0	7
	2018	7	2	0	0	0	0	9
Oklahoma	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Oregon	2016	2	1	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
Pennsylvania	2016	0	0	0	0	0	0	0
	2017	0	2	0	0	0	0	2
	2018	2	3	0	0	0	0	5
South Carolina	2016	1	2	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	2	0	0	0	0	5
South Dakota	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
Tennessee	2016	4	1	0	0	0	0	5
	2017	5	2	0	0	0	0	7
	2018	7	1	0	0	0	0	8

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Texas	2016	35	9	0	0	5	0	39
	2017	39	3	0	0	0	0	42
	2018	42	3	0	0	0	0	45
Utah	2016	1	1	0	0	0	0	2
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Virginia	2016	1	0	0	0	0	0	1
	2017	1	1	0	0	0	0	2
	2018	2	3	0	0	0	0	5
Washington	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
Wisconsin	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
	2018	1	1	0	0	0	0	2
Total (U.S.)	2016	151	41	0	0	6	0	186
	2017	186	47	0	0	0	0	233
	2018	233	42	0	0	0	0	275
Canada	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Grand Total (U.S. and Canada)	**2016**	**151**	**42**	**0**	**0**	**6**	**0**	**187**
	2017	**187**	**47**	**0**	**0**	**0**	**0**	**234**
	2018	**234**	**42**	**0**	**0**	**0**	**0**	**276**

Status of Company-Owned Outlets*
For years 2016-2018

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Louisiana	2016	0	0	1	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Nevada	2016	2	0	0	0	2*	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Texas	2016	0	0	5	0	0	5
	2017	5	0	0	0	0	5
	2018	5	0	0	0	0	5
Total	2016	2	0	6	0	2	6
	2017	6	0	0	0	0	6
	2018	6	0	0	0	0	6

* The units referred to as "Company-Owned Outlets" in Nevada are Bakeries that are owned and operated by our founders and former majority owners. In 2016, as part of a series of transactions, the founders executed individual franchise agreements and these outlets are no longer Company and/or affiliate owned outlets.

Projected Openings as of December 30, 2018

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	1	1	0
California	2	2	0
Florida	4	4	0
Georgia	2	2	0
Illinois	1	1	0
Indiana	1	1	0
Kentucky	1	1	0
Louisiana	2	2	0
Maine	1	1	0
Maryland	2	2	0
Massachusetts	4	4	0
Michigan	2	2	0
Missouri	1	1	0
New Jersey	1	1	0

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State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
New Mexico	1	1	0
New York	1	1	0
North Carolina	2	2	0
North Dakota	1	1	0
Ohio	1	1	0
Oklahoma	1	1	0
Pennsylvania	2	2	0
Texas	5	5	0
Utah	1	1	0
Virginia	3	3	0
Washington	1	1	0
Wisconsin	2	2	0
TOTAL	46	46	0

A list of the names of all franchisees and the addresses and telephone numbers of their businesses is provided in Exhibit F to this Disclosure Document.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had a business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document is listed on Exhibit G to this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

During the last three fiscal years, we have had current and former franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Nothing Bundt Cakes System. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

There are no trademark-specific organizations formed by our franchisees that are associated with the Nothing Bundt Cakes System.

The following independent franchisee organization has asked to be included in this disclosure document: National Bundt Franchisee Association, 7106 Dublin Boulevard, Dublin, California 94568, rsanciangco@nothingbundtcakes.com; and monica.reckert@nothingbundtcackes.com.

ITEM 21
FINANCIAL STATEMENTS

Our audited financial statements as of December 31, 2016, 2017, and December 30, 2018, as well as our unaudited financial statements as of October 27, 2019 are attached at Exhibit D. Our fiscal year end is December 30.

ITEM 22
CONTRACTS

The Franchise Disclosure Document contains all contracts proposed for use or in use regarding the offer of our franchises, including the following agreements:

Exhibit B –	Nothing Bundt Franchising, LLC Franchise Agreement
	Exhibit 1 - Site Selection Addendum
	Exhibit 2 - Collateral Assignment of Lease
	Exhibit 3 - Electronic Funds Withdrawal Authorization
	Exhibit 4 - Confidentiality and Non-Compete Agreement
	Exhibit 5 - Collateral Assignment of Franchisee's Telephone Numbers
	Exhibit 6 - Personal Guaranty
Exhibit C –	Area Development Agreement
Exhibit H –	State Specific Addendum
Exhibit I –	Confidentiality and Non-Disclosure Agreement (must be signed in connection with your application to purchase a franchise from us)
Exhibit J –	Franchisee Disclosure Acknowledgment Statement
Exhibit K	Form of General Release
Exhibit L	State Effective Dates

ITEM 23
RECEIPTS

Two copies of an acknowledgment of your receipt for this Disclosure Document appear as the last pages of the Disclosure Document. Please date, sign, and return one copy to us and keep the other with this Disclosure Document for your records.

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EXHIBIT A TO THE DISCLOSURE DOCUMENT
LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states.

CALIFORNIA
California Department of
Business Oversight
320 West 4th Street, Suite 750
Los Angeles, CA 90013
(213) 576-7500 Toll Free (866) 275-2677

1515 K Street, Suite 200
Sacramento, CA 95814
(916) 445-7205

1350 Front Street
San Diego, CA 92101
(619) 525-4233

One Sansome Street, Suite 600
San Francisco, CA 94104
(415) 972 – 8565

HAWAII
(state administrator)

Business Registration Division
Department of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

(agent for service of process)

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

CONNECTICUT

State of Connecticut
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8230
Agent: Banking Commissioner

ILLINOIS

Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA
(state administrator)
Indiana Secretary of State
Securities Division, E-111
302 Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

(agent for service of process)
Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

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MICHIGAN
(state administrator)
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
525 W. Ottawa Street, 6th Floor
Lansing, Michigan 48933
(517) 373-7117

(for service of process)
Corporations Division
Bureau of Commercial Services
Department of Labor and Economic Growth
P.O. Box 30054
Lansing, Michigan 48909

NEW YORK
(state administrator)
Office of the New York State Attorney General
Investor Protection Bureau
Franchise Section
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8236 (phone)

(for service of process)
New York Secretary of State
New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

MARYLAND
(state administrator)
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(for service of process)
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MINNESOTA
(state administrator/service of process)
Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198
(651) 296-6328

RHODE ISLAND
Securities Division
Department of Business Regulation,
Bldg 69, First Floor
John O. Pastore Center
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9500

SOUTH DAKOTA
Division of Securities
Department of Revenue & Regulation
445 East Capitol Avenue
Pierre, South Dakota 57501
(605) 773-4823

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

(for service of process)
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

WASHINGTON
(state administrator)
Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, Washington 98507-9033
(360) 902-8760

(for service of process)
Director, Department of Financial Institutions
Securities Division
150 Israel Road S.W.
Tumwater, Washington 98501

WISCONSIN
(state administrator)
Division of Securities
Department of Financial Institutions
345 W. Washington Ave., 4th Floor
Madison, Wisconsin 53703
(608) 266-1064

(for service of process)
Administrator, Division of Securities
Department of Financial Institutions
345 W. Washington Ave., 4th Floor
Madison, Wisconsin 53703

EXHIBIT B TO THE DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT

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2019 FDD

FRANCHISE AGREEMENT

NOTHING BUNDT FRANCHISING, LLC
(a Nevada limited liability company)

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EXHIBIT 6 - PERSONAL GUARANTY

NOTHING BUNDT FRANCHISING, LLC'S
FRANCHISE AGREEMENT
DATA SHEET

Franchisee: _____

Operator: _____

Guarantors: _____

Effective Date: _____

Approved Location: _____

Territory: _____

Flat Fee Delivery
Territory: _____

Telephone Number: _____

Facsimile Number: _____

Initial Franchise Fee: _____

Opening Advertising Fee: _____

The terms of this Data Sheet are hereby incorporated into the attached Franchise Agreement.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made this _____ day of _____, 201_ (the "Effective Date"), by and between **NOTHING BUNDT FRANCHISING, LLC**, a Nevada limited liability company located at 4560 Belt Line Rd, Addison, Texas 75001 ("we", "us", or "our"), and _____ ("you" or "your").

RECITALS

A. We and our principals and affiliates have expended a considerable amount of time, effort, and money to develop a system for the establishment and operation of gourmet bakeries offering and selling specialty bundt cakes, other food items, and retail merchandise (the "Products") under the "Nothing Bundt Cakes®" mark (each a "Bakery").

B. We grant qualified persons the right to operate a single Bakery.

C. You wish to enter into an agreement with us to obtain the right to operate a Bakery using our proprietary system, the characteristics of which include: (a) proprietary recipes, methods and standards for preparing, decorating, and presenting gourmet cakes and other baked goods (the "Proprietary Recipes"); (b) specifications for Bakery furniture, fixtures, equipment and interior and exterior design, layout and construction; (c) an online order fulfillment system; (d) sales techniques; (e) merchandising, marketing, advertising and inventory management systems; and (f) other general procedures for operating and managing a bakery (the "System").

D. The System is identified by proprietary trademarks, including "Nothing Bundt Cakes®", our distinctive trade dress and any other trademarks, service marks, logos, and indicia of origin we may now or in the future designate in connection with the System (the "Marks"). The rights to all such Marks as are now, or will hereafter be, designated as part of the System will be owned exclusively by us or our affiliates and will be used by us, our affiliates and System franchisees to identify to the public the source of the products and services marketed thereunder. We may continue to develop, expand, use, control, and add to the Marks and System for the benefit of itself, its affiliates, and its franchisees and licensees in order to identify for the public the source of products and services marketed thereunder and to represent the System's high standards of quality and service.

E. You applied for a franchise, and we have approved your application in reliance on the representations made therein.

F. You acknowledge that adherence to the terms of this Agreement and our standards and specifications are essential to the operation of a Nothing Bundt Cakes® Bakery and our System.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, commitments and understandings set forth herein, and subject to the terms and conditions of this Agreement, the parties agree as follows:

ARTICLE 1
GRANT OF FRANCHISE

1.1 Grant of Franchise.

We hereby grant, upon the express terms and conditions contained in this Agreement, and you hereby accept, a non-exclusive license to establish and operate one Bakery under the System and Marks, and the right to use the System and Marks to operate the Bakery. We have the right to supplement, improve, or otherwise modify the System from time to time at our discretion, and you must comply with all changes, which may include, without limitation, the offer and sale of new or different products and services.

1.2 Protected Territory

Except as otherwise provided for in Section 4.7 of this Agreement, as long as you are compliant with the terms and conditions hereof, we will not establish or license any third party the right to establish another Nothing Bundt Cakes® Bakery at any location within the protected territory granted to you after a location is chosen for your Bakery and described in the Data Sheet, which is hereby incorporated into the Franchise Agreement (the "Territory"). Your Territory will not be exclusive in terms of marketing rights or clientele (reference Section 4.7). You may deliver Products to locations outside your Territory that are not within the Territory of any other System franchisee, provided that once a territory is sold to another System franchisee, you must immediately cease delivering and shipping Products to customers ("Guests") located within the territory. Notwithstanding the foregoing, upon written permission from the new System franchisee, you may continue to deliver and ship products to Guests located within the territory until the opening of the Bakery. You cannot, by yourself, through any guest, courier service, or other agent, knowingly deliver Products within any other franchisee's territory, or a corporate territory which we or our affiliates own and operate. If you do, you must remit all Net Revenues earned from the sale directly to the franchisee that owns the territory (or us or our affiliate if a corporate territory) and make a Five Hundred Dollar ($500) contribution per violation to the Marketing Production Fund discussed in Section 11.3 below.

1.3 Reserved Rights

The foregoing grant to you does not include: (i) any right to offer any product or service via e-commerce, except through our authorized E-Commerce Program; (ii) any right to sell products or services at wholesale prices from the Bakery; or (iii) any right to market or distribute Products in any channel of distribution not specifically identified in this Agreement. We retain all other rights, and may, among other things, on any terms and conditions we deem advisable, and without granting you any rights therein:

(a) own and operate or license to others the right to own and operate Bakeries at any location(s) outside your Territory under the Marks and System, notwithstanding their proximity to the Territory or the Bakery or their actual or threatened impact on sales at your Bakery;

(b) own and operate or license to others the right to own and operate bakeries at any location(s) inside or outside your Territory under different marks;

(c) establish and operate, or licenses others the right to establish and operate, Bakeries at Non-Traditional Sites within the Territory subject to your right of first refusal, and solicit and complete work for National Accounts as provided for in Section 4.7 of this Agreement;

(d) sell and distribute, directly or indirectly, or license others to sell and distribute within or outside the Territory, directly or indirectly, any products, services or merchandise, from any location or to

any purchaser or through any alternative channel or method of distribution including, but not limited to, selling Products via retail and wholesale distribution, in supermarkets, via direct marketing and mail order catalog, and via the Internet, as long as these sales are not conducted from a Nothing Bundt Cakes® Bakery operated from a location inside the Territory;

(e) acquire or be acquired by any other business offering and selling similar goods, regardless of location; and

(f) engage and license others to engage in any other activities not expressly prohibited by this Agreement.

1.4 E-Commerce Rights

The grant to you includes the right to engage in e-commerce through our website, http://www.nothingbundtcakes.com/ (the "Website"). Pursuant to the e-commerce program, you will fulfill online orders Guests place on the Website which require pick-up, delivery, or shipping within your Territory pursuant to the terms we negotiate (the "E-Commerce Program"). We will designate a shipping and delivery territory within your Territory in which you will offer delivery of online orders (the "Delivery Territory"), and a larger territory within which you will ship and/or deliver Products for a variable delivery rate. All Guest payments will be remitted directly to your designated bank account, net of our or our vendor's then-current Website administration fee (the "Website Fee") and gateway fees, to administer the Website and process payments, which are subject to change. We have the right to change the products and services offered through the Website and the suggested retail price for such goods. We have the right to withhold from payments for Website orders any amounts you owe to us. We may prohibit you from participating in the E-Commerce Program if you are not compliant with the terms of this Agreement, or any other agreement with us or our affiliates and subsidiaries. We may change the user terms, and methods and times for payment under the E-Commerce Program at our discretion. If you fail to deliver goods or services meeting our standards and specifications within the time frames we offer to Guests under the E-Commerce Program, we may reimburse the Guest, provide gift certificates, or otherwise remedy the situation, and you will be responsible for our costs in doing so. You agree to pay us or our designated supplier the then-current E-Commerce Program fees associated with maintaining the Website and fulfilling Guest orders. We may require you to ship cakes from your Bakery to locations outside of your Territory.

1.5 Minimum Performance Requirements

Your Bakery must meet the following minimum annual Net Revenue requirements within the time frames specified below (the "Minimum Net Revenue Requirement"):

Performance Period	Minimum Net Revenue Requirement
1st Year of Operations	$350,000
2nd Year of Operations	$400,000
3rd Year of Operations	$450,000
4th Year of Operations	$500,000
5th and Subsequent Years of Operation	$550,000

(a) The first year of your performance will be pro-rated based on the date of opening. For example, if you open for business on May 1st, your required Minimum Net Revenue Requirement would be Three Hundred and Fifty Thousand Dollars ($350,000) divided by twelve (12) months multiplied by eight (8) months of operations. Thereafter, your Minimum Net Revenue Requirement will be calculated based on your calendar year of operations.

(b) We will include revenues from the E-Commerce Program towards your Minimum Net Revenue Requirement in any performance period.

(c) If you do not meet these Minimum Net Revenue Requirements, you must pay the five percent (5%) royalty on the difference between the actual Net Revenues and the Minimum Net Revenue Requirement.

(d) We reserve the right to terminate your Franchise Agreement if you fail to meet the Minimum Net Revenue Requirement in any Performance Period.

ARTICLE 2
TERM AND RENEWAL

2.1 Term

Unless sooner terminated as provided in Article 14, the term of this agreement shall continue from the Effective Date until ten (10) years from the Bakery opening date. In the event you purchase an existing Bakery from an existing franchisee, the term shall be for the remaining unexpired term of the seller's franchise agreement.

2.2 Renewal

You have the right to renew this Agreement for one (1) additional ten (10) year period, provided you meet all of the following conditions:

(a) You give us written notice of such election to renew not less than three (3) months or more than nine (9) months prior to the end of such term;

(b) You demonstrate to our satisfaction that you have the right to operate the Bakery at the Approved Location (defined in Section 4.1 below) for the duration of the renewal term; or, if you are unable to operate the Bakery at the Approved Location, you have secured a substitute location meeting our then-current standards and specifications;

(c) Reimage survey will be conducted not more than twelve (12) months, and not less than six (6) months, prior to the expiration of the then-current term to allow for reimage investment planning. You must then complete to our satisfaction all maintenance, refurbishing, renovating, updating, and remodeling of the Bakery premises required to bring the Bakery and all of its equipment into full compliance with our then-current System standards and specifications, including upgrading required hardware and software, no later than 90 days prior to the expiration of the then-current term;

(d) You are not in breach of any of the provisions of this Agreement, or any other agreements between you and us, our affiliates, or our approved or designated suppliers, and you have substantially complied with all such agreements during their respective terms;

(e) You have satisfied all of your monetary obligations towards us, our affiliates, and our suppliers and vendors;

(f) You execute our then-current form of Franchise Agreement, the terms of which may vary materially from the terms of this Agreement, provided that the size of your Territory will not change, and pay us a renewal fee equal to Fifty Percent (50%) of our then-current initial franchise fee;

(g) You satisfy our then-current training requirements, if any, for renewing franchisees at your expense; and

(h) You sign a general release in the form we prescribe, which will not be inconsistent with any applicable state regulations relating to renewals.

ARTICLE 3
FEES

3.1 Initial Franchise Fee

In consideration of the franchise granted to you, you must pay us an initial franchise fee of Thirty-Five Thousand Dollars ($35,000), in full, when you sign this Agreement. The initial franchise fee is non-refundable and is deemed fully earned upon payment in consideration of administrative and other expenses we incur in granting the franchise and for our lost or deferred opportunity to franchise others.

3.2 Opening Advertising Program

Upon execution of this Agreement, you must also pay us the sum of Five Thousand Dollars ($5,000) which we will use to pay for and conduct and Opening Advertising Program to advertise the opening of your Bakery. You acknowledge that we may require you to spend up to an additional two thousand dollars ($2,000) on such Opening Advertising Program. In addition, you may elect to spend additional money for your Opening Advertising Program, provided that all materials used in the Opening Advertising Program will be subject to our prior written approval. This amount is payable to us in a lump sum when you execute this Agreement and is not refundable.

3.3 Royalty

You must pay a weekly royalty fee on Tuesday of each week equal to Five Percent (5%) of your "Net Revenues" during the immediately preceding calendar week ("Royalty"). "Net Revenues" includes all revenues you generate from all business conducted at or from your Bakery during the preceding reporting period, including amounts received from the sale, shipping and delivery of food items, amounts received through the E-Commerce program and from gift card sales, and other products and services, merchandise, and tangible property of any nature whatsoever, whether in cash or for credit, and whether collected or uncollected. "Net Revenues" does not include the amount of any applicable sales tax imposed by any federal, state, municipal or other governmental authority if such taxes are stated separately when the Guest is charged and you pay such amounts as and when due to the appropriate taxing authority. Also excluded from Net Revenues are the amount of any documented refunds, chargebacks, credits and allowances given to Guests in good faith pursuant to our standard procedures for issuing such refunds. All barter and exchange transactions for which you furnish services or products in exchange for goods or services to be provided to you by a vendor, supplier or Guest will be valued at the full retail value of the goods or services provided to you.

3.4 Calculation of Royalty

You shall input all sales only into the Bakery's point of sale system (the "POS System') and supply us with all Net Revenues data that we specified in this Agreement and in our Operations Manuals or as we direct from time to time for the purpose of calculating the weekly Royalty. Each week begins on Monday and ends on Sunday. All Net Revenues data, which is electronically provided to us on a weekly basis through the Bakery's POS System, shall be certified to be true and correct by you. We shall review the Net

Revenues data you provide to us and shall deduct the required Royalty and advertising fees due to us in accordance with Section 3.5 of this Agreement. You will make available to us, either through compatible computer communications equipment or some other medium as we designate in its sole discretion, for reasonable inspection at reasonable times, all original books and records that we may deem necessary to ascertain your Net Revenues. We reserve the right to change the manner, form, content, and reporting periods for the submission of Net Revenue data at any time with written notice.

3.5 Manner of Payment

Presently, the Royalty is collected on Tuesday of each week via an electronic funds transfer program (the "EFT Program") under which we automatically deduct the Royalty, advertising fees due to us, and any other amounts owed to us under this Agreement, or any other agreement between you and us from your bank account. You must deposit all Net Revenues from the operation of your Bakery into a designated bank account subject to the EFT Program within one (1) business day after receipt, including cash, checks, and credit card receipts. Prior to opening, you must provide us with your bank's name, address and account number, a voided check from the bank account, and sign and give to us and your bank all documents, including Exhibit 3 to this Agreement, necessary to effectuate the EFT Program and our ability to withdraw funds from such bank account via electronic funds transfer ("EFT"). You must immediately notify us of any change in your banking relationship, including changes in account numbers. If we are unable to collect the Net Revenue data through the Bakery's POS System, we will process an EFT for the subject week in an amount equal to the 9% of the weekly Net Revenues for the previous week based on your POS System's records, which represents Royalties and advertising fees due under this Agreement, as well as any late fee and interest on past-due amounts as provided for herein. We reserve the right to require you to pay any fees due under this Agreement by such other means and at such periods as we may specify from time to time, including any payment made to our affiliates.

3.6 Insufficient Funds and Late Payments

If the funds in your bank account are insufficient to cover any amounts due under this Agreement or otherwise due to us or our affiliates on the date such funds are due, or if you make any late payments or underpay amounts due to us or our affiliates, we have the right to immediately debit from your bank account interest on such amount from the date it was due until all past due amounts are paid, at a rate of the lesser of Eighteen Percent (18%) per annum or the maximum rate permitted by law, plus a fee of Fifty Dollars ($50). Late fees shall double every thirty (30) days subject to the maximum legal amount. We will run an EFT every day until amounts owed to us and our affiliates are paid in full, and you must pay our then-current insufficient fund charge associated therewith, plus any bank service charges you or we incur. Nothing contained in this Section will prevent us from exercising, in our sole judgment, any other rights or remedies available to us under this Agreement.

3.7 Taxes on Payments.

In the event any taxing authority, wherever located, imposes any future tax, levy or assessment on any payment you make to us, you must, in addition to all payments due to us, pay such tax, levy or assessment.

3.8 Technology Service Fee.

In addition to the fees set forth above, we reserve the right to require that you pay us or our designated vendor(s) fees (which may be collected monthly, quarterly, or annually) associated with maintaining required computer hardware and software, supplying technology solutions, payment card

processing services, and any other technology existing now or developed in the future used in the operation of your Bakery, and such payment shall be made in the manner we or the designated vendor(s) prescribe, as applicable. If we collect these fees directly, the fees must be paid as described in Section 3.5 of this Agreement, or as we otherwise set forth in writing. We reserve the right to change the amount of the fees described in this Section at any time as changes are made to the System's hardware, software and other computer requirements or as required by the third-party service provider(s) or by any regulatory agency.

ARTICLE 4
BAKERY LOCATION

4.1 Approved Location

You must enter into the site selection addendum attached as Exhibit 1 to this Agreement, which will govern the parties' site selection obligations (the "Site Selection Addendum") upon signing this Agreement. You will be required to purchase or lease an Approved Location meeting our standards and specifications within ninety (90) days of the Effective Date (the "Approved Location"). If you have entered into an area development agreement, you must comply with the provisions of the area development agreement regarding opening time frames. The Approved Location must be used solely to operate a Bakery, and not for any other purpose. **OUR APPROVAL OF A LOCATION DOES NOT CONSTITUTE A REPRESENTATION, WARRANTY OR GUARANTEE OF THE COMMERCIAL VALUE OF YOUR LOCATION OR YOUR FINANCIAL SUCCESS IF YOU CHOOSE TO OPERATE A NOTHING BUNDT CAKES BAKERY AT THAT LOCATION.**

4.2 Lease Approval

We have the right to review, evaluate, and approve your lease for the Approved Location (the "Lease") prior to execution. We will condition our approval of any proposed Lease upon, among other things, you and your landlord's execution of a "Collateral Assignment of Lease" in the form attached as Exhibit 2 to this Agreement, which (i) grants us the right, but not the obligation, to assume the Lease upon (a) your default on the Lease, or (b) termination, transfer or expiration of this Agreement, and (ii) authorizes and requires your landlord to disclose to us, upon our request, sales and other information you have furnished to the landlord. You must deliver an executed copy of the Lease and the Collateral Assignment of Lease to us within fifteen (15) days of execution of the Lease. If you are approved to go outside our approved master real estate broker network, we reserve the right to require you to pay us or our designated supplier a fee of Three Thousand Dollars ($3,000) to cover the costs associated with site selection and non-legal lease review. Neither our review of the Lease nor our acceptance of your proposed site constitutes a representation or guarantee that you will succeed at the selected Approved Location or an expression of our opinion regarding the terms of the Lease. We encourage you to seek independent counsel from a lawyer or business adviser to assist you in selecting a location and negotiating a lease for the Approved Location.

4.3 Bakery Appearance and Construction

You must conform the Approved Location to our standards and specifications for the appearance, layout, and design of a Bakery, and fully equip and supply the Bakery pursuant to our standards and specifications, within two hundred and seventy (270) days after the Effective Date. You are solely responsible for the preparation of architectural and working drawings necessary to complete construction and/or build-out at the Approved Location and must ensure that the plans meet with applicable ordinances, building codes, permit requirements, and any other applicable local, state, or federal law. We will provide basic layouts. We must approve all architects and plans before you begin construction/build-out. We must approve all subsequent material changes to the plans and drawings before such changes are implemented.

We must approve all construction, remodeling plans, specifications, interior and exterior layouts and site plans prior to the beginning of any construction work on your Bakery.

4.3.1 Master Architect Program. We will provide you with a list of approved architects for the preparation of architectural and working drawings necessary to complete construction and/or build-out at the Approved Location. If you choose to use an architect outside of our approved vendor list, we may require that our prototype architect conduct a final plan review prior to receiving corporate approval. You may incur a fee for the final plan review, currently Five Hundred Dollars ($500), and all fees will be paid directly to our prototype architect. Should there be any revisions required by our prototype architect, you will be responsible for the costs associated with all plan revisions. You must receive our prior written approval of the final plans prior to starting construction and/or build-out of the Approved Location.

4.4 Extension for Site Selection or Build Out

4.4.1 In the event you fail to secure the Approved Location within ninety (90) days of the Effective Date as required by Section 4.1 of this Agreement, we will charge you a fee of Three Thousand Five Hundred Dollars ($3,500) on the ninetieth (90th) day via an EFT. We have the right to terminate this Agreement if you fail to pay or if we are unable to withdraw the funds from your bank account via EFT. However, in the event you open the Bakery within two hundred seventy (270) days of the Effective Date of the Franchise Agreement, we will refund the Three Thousand Five Hundred Dollars ($3,500) fee.

4.4.2 In the event you fail to conform the Approved Location to our standards and specifications for the appearance, layout, and design of a Bakery, and fully equip and supply the Bakery pursuant to our standards and specifications, within two hundred seventy (270) days after the Effective Date as required by Section 4.3 of this Agreement, we may terminate this Agreement under Section 14.3(d). Provided that you have signed a lease for the Bakery, we will, upon your written request, due to us within thirty (30) days of the expiration of the two hundred seventy (270) day period, provide you with a single ninety (90) day extension to complete the buildout of the Approved Location, on the condition you pay us a non-refundable fee of Three Thousand Five Hundred Dollars ($3,500) at the time of the request. We have the right to terminate this Agreement if you fail to provide us with written request of your desire to obtain an extension or otherwise fail to pay the fee, or if we are unable to withdraw the funds from your bank account via an EFT.

4.4.3 In the event that you have not signed a lease for the Approved Location within two hundred seventy (270) days of the Effective Date of this Agreement, we will, upon your written request, due to us within thirty (30) days of the of the expiration of the two hundred seventy (270) day period, offer you a one-time, one hundred eighty (180) day extension, to secure and conform an Approved Location to our standards and specifications for the appearance, layout, and design of a Bakery, provided you pay us a non-refundable extension fee of $10,000 at the time of your request. We have the right to terminate this Agreement if you fail to provide us with written request of your desire to obtain an extension or otherwise fail to pay the fee, or if we are unable to withdraw the funds from your bank account via EFT.

4.4.4 If you fail to secure a site meeting our standards and specifications or complete the build-out of the Approved Location within the time frames set forth in this Section 4, including any extension period provided for under this Section 4.4, we will terminate this Agreement without refunding any fees to you.

4.5 Signage

You must purchase or lease indoor and outdoor signage, including an electronic menu board, for your Bakery that meets our specifications as to quality and usage of the Marks. You shall enter into maintenance and service agreements regarding the signage with us or designated vendors as we may require and pay any service fees required thereunder. We must approve all signage prior to installation, and you are solely responsible for complying with applicable law and the terms of any lease in installing your signage. You must also display all of the franchising brochures and other marketing materials we designate at your Approved Location in the manner we specify. We will provide you with a list of approved sign manufacturers, suppliers and distributors that comply with our brand specifications.

4.6 Additional Bakeries within Your Territory

Upon your request, we may grant you the right to operate additional Bakeries within the Territory. If you request additional Bakeries within the Territory, we will determine whether such Bakeries must operate as full-service Bakeries that produce Products on-site, or satellite locations which simply display and/or deliver goods baked from a central production Bakery within the Territory. We will determine the maximum number of additional Bakeries permissible within a Territory at our sole discretion. Any additional Bakeries established within the Territory must meet our then-current standards and specifications for a Bakery. You must obtain our written permission before opening any additional Bakeries within the Territory, which we will condition upon: (i) additional performance criteria for the additional location, which we will determine at our sole discretion; (ii) your construction and buildout of the additional location in accordance with our then-current standards; (iii) your designation of a general manager who has successfully completed our initial training program to manage the location; (iv) your execution of a franchise agreement in our then-current form and payment of our then-current initial franchise fee; and (v) your purchase of all supplies, equipment, inventory, signage and other materials required to open the additional location. Nothing in this Section 4.6 grants you any rights to additional Bakeries.

4.7 Non-Traditional Sites and National Accounts

We have the right to establish and operate or license others the right to establish and operate Bakeries at non-traditional sites within your Territory, including, but not limited to, mall food courts, airports, hospitals, cafeterias, commissaries, schools, hotels, office buildings, and stadiums, arenas, ballparks, festivals, fairs, military bases and other mass gathering locations or events ("Non-Traditional Sites"). We will give you a right of first refusal to establish and operate a Bakery at any Non-Traditional Site we designate, provided that: (i) you are compliant with any and all agreements with us, our affiliates and our approved and designated suppliers; (ii) the Non-Traditional Site is within the Territory and you meet the landlord's current requirements for a tenant; and (iii) you meet our criteria for a multi-unit franchise owner. We will provide you written notice of our intent to establish a Non-Traditional Site (the "Notice") in your Territory. You will have the period of time specified in the Notice, or if no time period is specified, thirty (30) days from the date of the Notice in which to exercise your right of first refusal which we may condition upon the requirements of Section 4.7, including but not limited to your execution of our then-current franchise agreement (the terms of which may materially vary from the terms of this Agreement) and payment of our then-current initial fee.

If you do not meet our criteria, fail to timely exercise the right of first refusal or decline the opportunity to develop a Bakery at the Non-Traditional Site, then we may offer the opportunity to others, including our affiliates, designees, assignees or other franchisees the right to operate Non-Traditional Sites in your Territory. In addition, we have the right to enter into agreements or approve forms of agreements to provide Products to Non-Traditional sites within and outside of your Territory, including "National

Accounts" that, on their own or through agents, franchisees, or licensees, or other third parties, own, manage, control or otherwise represent multiple commissary-style locations, as well as retail or wholesale outlets, novelty gift shops, and large commissaries, regardless of the aggregate contract amount of the services to be performed. We will determine whether a particular Guest constitutes a National Account at our sole discretion. If we execute a contract with a National Account that contemplates the provision of services to one or more National Account locations or National Account clientele within or outside of your territory, we have the right, by ourselves or through other franchisees, licensees, or third parties, to provide Products to National Accounts using the System and Marks. We will provide you with the option to provide Products to National Account locations and clientele on the terms that we negotiate, if you are qualified to perform the services and are substantially compliant with the terms of this Agreement, any addenda or any other agreement with us or our affiliates. You disclaim any compensation or consideration for work performed by others in the Territory pursuant to this Section 4.7.

4.7.1 This Agreement does not grant you the right to engage in wholesale distribution. After your first six (6) months of operation, we may, at our discretion, allow you to distribute products to wholesalers or retailers in your area if you are compliant with the terms of this Agreement. We must first approve the wholesaler in writing and may designate the wholesaler as a National Account if the wholesaler operates multiple locations within and outside of your Territory. You must pay us our then-current wholesale account approval fee, currently One Thousand Five Hundred Dollars ($1,500), plus our costs and expenses, including travel costs and per diem, in evaluating a wholesaler.

4.8 Relocation. You may not relocate the Bakery without our prior written consent. If we grant you permission to relocate, or if we determine, not more than eighteen (18) months nor less than twelve (12) months prior to the end of any term of your Lease, that the commercial characteristics of your Approved Location no longer meet our criteria for a Nothing Bundt Cakes bakery, you must find another location for your Bakery within your Territory. You must comply with our then-current site selection procedures and construction procedures. In such a circumstance, you must obtain our express written consent to relocation, procure a site acceptable to us within ninety (90) days' prior to closing operations at your current Approved Location, and open for business at the new Approved Location within thirty (30) days of closing business at your existing Approved Location. In the event you are required to relocate as the result of a fire or other casualty, within ninety (90) days following the date of the loss due to fire or other casualty and except to the extent you collect business interruption payments during any transitional period, we will not collect the Royalty on the condition that you comply with the relocation provisions set forth in this Section 4.8 and find a new location approved by us within ninety (90) days of the fire or casualty. If you relocate your Bakery without our prior written consent, we shall have the right to immediately terminate this Agreement.

ARTICLE 5
FRANCHISOR'S ASSISTANCE

5.1 Site Approval

We will review and grant or withhold our approval of locations selected by you, in collaboration with our designated licensed commercial real estate broker, in connection with the selection and acquisition of a site for your Bakery, in the manner required by Article 4 of this Agreement.

5.2 Review of Plans and Specifications; Equipment

We will review and approve the plans and specifications for the construction of and all improvements to your Bakery. We will assist you in preparing and must approve all equipment and merchandising layouts for your Bakery.

5.3 Equipment and Merchandise Selection

We will provide you with specifications and requirements for flooring, signage, shelving, display cases, POS systems, computer hardware, software, and other furniture, fixtures, and equipment necessary to open your Bakery. We will also provide you with specifications for and provide you with a list of approved and designated suppliers from which you agree to purchase the equipment, food, smallwares, and other inventory and supplies necessary for the start-up and ongoing operations of your Bakery.

5.4 Training Programs

We will conduct a pre-opening training program as described in Article 7 below. In addition, we may, at our discretion, hold refresher and ongoing training courses. We may require you and your employees to attend training at the location we designate. All expenses, including you and your employee's transportation, meals, and lodging expenses to attend such training, will be your sole responsibility. We will also provide training programs for employees and managers to complete using our intranet system.

5.5 Confidential Operating Manual

We will loan you one copy of our proprietary and confidential Operations Manual and any other manual we may now or hereafter designate for use in operating a Bakery (collectively, the "Operations Manual"). You must operate the Bakery in strict compliance with the Operations Manual, as it may be reasonably changed from time to time. The Operations Manual must remain confidential and our exclusive property. You agree that you will not disclose, duplicate or make any unauthorized use of any portion of the Operations Manual. The provisions of the Operations Manual constitute provisions of this Agreement as if fully set forth herein. You must ensure that your copy of the Operations Manual is current and up to date, and keep a copy of the Operations Manual, electronic or otherwise, on the Bakery's premises at all times. If there is a dispute relating to the contents of the Operations Manual, the master copy that we maintain at our corporate headquarters will control. We reserve the right to disclose updates to the Operations Manual via electronic means, including over our website or any intranet or extranet system established in connection with the System. The standards set forth in this Operations Manual are designed to protect the System and the Marks associated therewith, and not to control the day-to-day operation of the Bakery. You will, at all times, remain responsible for the operation of the Bakery, and all activities occurring at the Bakery. You must hire, train, discipline and otherwise be solely responsible for the Bakery's employees. We are not responsible for, and do not direct or control the conduct of any of your employees.

5.6 Pricing Policy

We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum or other pricing requirements with respect to the prices that you may charge for products and services.

5.7 Development of Standards

We will develop standards, techniques, policies, regulations and procedures regarding the operation of Bakeries, which may include: standards, techniques, regulations or procedures for the creation and presentation of Products offered by the Bakery; modifications to existing Proprietary Recipes and the addition, substitution, or removal of Proprietary Recipes; guidance on the selection, supervision and training of all personnel; sales, advertising and promotional techniques, programs and procedures; standards and specifications for the appearance of your Bakery; policies or procedures relating to manufacturer's

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coupons or other rebates or discounts offered by manufacturers; payment, credit, accounting and financial reporting policies and procedures; standards and specifications for the purchase and maintenance of equipment and fixtures; merchandising of items held by you for resale; hours and manner of operations; and/or trademark and signage usage.

5.8 Ongoing Advertising

You must obtain our approval of any advertising materials prepared by you, or at your direction, prior to the production or use of those advertising materials.

5.9 Annual Conference

We will require you to attend the annual conference, for up to three (3) days per year, and to pay our then-current registration fee. All expenses, including you and your employees' travel, meals, and lodging expenses associated with training, will be your responsibility. We will determine the topics and agenda for our Annual Conference. We may use contributions from the Marketing Production Fund for purposes related to the Annual Conference, including costs related to productions, programs, and materials.

5.10 Ongoing Assistance

We will provide you with continuing consultation and advice as we deem necessary and appropriate regarding the management and operation of the Bakery through our employees via telephone, web conferencing and Internet communication. If you require and request additional on-site assistance from us, we will provide you with such assistance at our then-current rates, subject to the availability of our personnel.

5.11 Our Ability to Withhold Services

If you fail to pay any sums due us or our affiliates under this Agreement or under any other agreement between you and us or our affiliates, we can withhold any supervision, assistance or service provided to you under any provision of this Agreement and prohibit you from participating in the E-Commerce Program or servicing National Accounts.

5.12 Delegation

We have the right to outsource the provision of any service to be performed by us under this Agreement to an approved or designated vendor.

ARTICLE 6
YOUR OBLIGATIONS

6.1 Purchasing Requirements

(a) Compliance with Standards. You acknowledge and agree that your obligations set forth in this Agreement and the Operations Manual are reasonable and necessary for the operation of the Bakery and to maintain uniformity throughout the System. You must adhere to the standards and specifications set forth in this Agreement and the Operations Manual and any revisions or amendments to same (including, without limitation, standards and specifications for the offer, sale, shipping, and delivery of Products and any other goods or services authorized for sale through your Bakery, as well as standards for inventory, merchandise and displays, equipment, fixtures, and signage). You must use signs, furnishings, ingredients

and finished food and beverage items, supplies, fixtures, equipment, vehicles and vehicle wraps, and inventory that comply with our then-current standards and specifications, which we establish from time to time. We have the right to change our standards and specifications in our discretion. You acknowledge that you may incur increased costs to comply with such changes at your expense.

(b) Designated and Approved Suppliers. Recognizing that preservation of the System depends upon product and service uniformity and the maintenance of our trade dress, you agree to purchase food and beverage ingredients and finished goods, smallwares, kitchen and other supplies, kitchen equipment, vehicles and vehicle wrappings, vehicle equipment, signs, furnishings, supplies, fixtures, computer hardware and software, and other equipment from us, or from our approved and designated suppliers as we will specify in the Operations Manual or otherwise in writing from time to time. You acknowledge that we, our affiliates, and/or a third party may be one of several, or the only, approved supplier of any item. You further acknowledge and agree that we and/or our affiliates have the right to realize a profit on any items that we, our affiliates, or our approved and designated suppliers supply to you.

(c) Supplier Approval. In the event you wish to purchase any unapproved item and/or acquire approved items from an unapproved supplier, you must provide us with the name, address and telephone number of the proposed supplier, a description of the item you wish to purchase, and the purchase price of the item, if known. At our request, you must provide us with a sample of the item you wish to purchase for testing purposes. If we incur any costs in connection with testing a particular product or evaluating an unapproved supplier at your request, you must reimburse us for our reasonable testing costs, regardless of whether we subsequently approve the item or supplier. We may base our approval of any proposed item or supplier on considerations relating not only directly to the item or supplier itself (such as the quality of products, standards of service, the supplier's reputation in the marketplace, and the supplier's pricing), but also other factors such as the uniformity, efficiency and quality of operation we deem necessary or desirable in our System as a whole, the confidentiality of our standards and specifications, and our ability to earn revenue from your purchases of goods and services. We have no obligation to approve any particular product, services, or source. If you do not receive our approval within thirty (30) days after submitting all of the information that we request, the request will be deemed disapproved. We and our affiliates have the right to receive payments from suppliers because of their dealings with you and other franchisees and to use all amounts we receive without restriction (unless instructed otherwise by the supplier) for any purposes we deem appropriate. We may require you to purchase any previously unapproved product or service from our approved or designated supplier. Nothing herein will require us to approve an unreasonable number of suppliers for a given item, which approval might, in our reasonable judgment, result in higher costs or prevent the effective or economical supervision of approved suppliers. We may revoke our approval of particular products or suppliers when we determine, in our sole discretion, that such products or suppliers no longer meet our standards. Upon receipt of written notice of revocation, you must cease purchasing products from such suppliers. You must use products purchased from approved suppliers solely in connection with the operation of your Bakery and not for any competitive business purpose.

(d) System Suppliers. We may establish business relationships, from time to time, with suppliers who may produce, among other things, certain food and beverage ingredients, finished products, baking kits and equipment, furnishings, fixtures, equipment and inventory according to our proprietary standards and specifications, or private label goods we authorize for sale by System franchisees ("System Suppliers"). You recognize that such products are essential to the operation of the Bakery and to the System generally. You further recognize that your failure to pay System Suppliers may interfere with such suppliers' willingness to supply the System, which may result in other System franchisees' inability to obtain product or ability to obtain product only on less favorable credit terms. Accordingly, you agree to pay System Suppliers as and when due.

(e) Vehicles. We reserve the right to prescribe standards and specifications for delivery vans used in the operation of the Bakery, including the wrapping and refrigeration equipment used in connection with Bakery deliveries.

6.2 Authorized Products and Services

You must offer for sale only those food and beverage items, novelty gifts and gift packages, gift cards, Proprietary Products, and other products and services that we prescribe, and only such products and services that we prescribe and only in accordance with the requirements of this Agreement and the procedures set forth in the Operations Manual. You must prepare, package, deliver, and dispose of such products in accordance with our standards and applicable law. You may not offer any other products for sale, rent, or lease without our prior written authorization. You will at all times maintain sufficient amounts and types of inventory to meet consumer demand. You must offer and sell all private label products that we may now or in the future designate for sale by System franchisees. In addition to our right to terminate this Agreement, you must pay us our then-current prohibited product fee, currently two hundred fifty dollars ($250) per day, in the event you continue offering unapproved products or services after your receipt of verbal or written notice from us advising you to cease sales of such product or service.

6.3 Operations

(a) You must operate your Bakery for at least those months, hours and days that we specify in the Operations Manual.

(b) You must maintain the Bakery and any vehicles used in connection with the operation of the Bakery in a sanitized, clean, safe and attractive manner, and in accordance with all applicable requirements of law, including all federal, state and local health laws or regulations relating to the offer, sale, shipping, and delivery of food and beverages, as well as gift packages and novelty items, and the Operations Manual. You and your employees must give prompt, courteous, and efficient service to the public and otherwise operate the Bakery to preserve, maintain and enhance the reputation and goodwill of the System.

(c) In order to ensure that all products and services offered by you meet our high-quality standards, and in order to protect the goodwill associated with our System and Marks, all products and services must be made, packaged, and delivered in the manner set forth in the Operations Manual, and must be sold only at retail to guests and only in conformity with our marketing plan and concept. You acknowledge that such methods are integral to the System and failure to strictly adhere to such standards and specifications will be detrimental to the System and Marks and will constitute a material default of this Agreement.

(d) You will have sole authority and control over the day-to-day operations of the Bakery and your employees and/or independent contractors. You must employ a sufficient number of qualified, competent personnel, offer prompt, courteous and efficient service to the public, and otherwise operate the Bakery in compliance with the System so as to preserve, maintain and enhance the reputation and goodwill of the System. All employees engaged in the operation of your Bakery during working hours must dress in conformance with our standards, must present a neat and clean appearance in conformance with our reasonable standards and must render competent, efficient service to Guests. You agree to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Bakery, including, without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees,

paid or unpaid, full or part-time. At no time will you or your employees be deemed to be our or our affiliates' employees.

(e) You agree to operate the Bakery in accordance with the Operations Manual. You must train and adequately instruct your employees prior to opening in accordance with the Operations Manual and must continue such training and instruction for so long as the employee remains with the Bakery. We have the right to require your employees to engage in mandatory training over the Internet periodically at your sole cost and expense. The Operations Manual will set forth the practices, procedures and methods to be utilized in operating a Bakery, and we may require you to conform your practices to national programs, which we may now or in the future design and promulgate as part of our System.

(f) You must devote your personal full-time attention and best efforts to the management and operation of the Bakery. In the event that you are a corporation, limited liability company or partnership, one of your principals must serve as the operator of the Bakery (the "Operator") and dedicate their full time and attention to the day-to-day operations of the Bakery. The Operator must be approved by us and must successfully complete our initial training program and meet our then-current standards for Operators before assuming the position of Operator. In the event that none of your principals are approved by us to serve as the Operator, or are unable to dedicate their full time and attention to the day to day operations of the Bakery, you may appoint a non-principal to serve as the Operator, provided that the non-principal operator meets our then-current standards for Operators, successfully completes our initial training program, and is approved by us before assuming the position of Operator. An Operator must have full authority to act on your behalf in your dealings with us. Your Operator, in our sole discretion, may be approved for multiple franchise agreements or multiple Bakeries. You will keep us informed at all times of the identity of any employees acting as Operator of a Bakery and any change in their employment status. Operators are not required to have an equity interest in your Bakery. In any event, you are personally responsible for the operation of your Bakery and your Bakery must at all times be staffed with an Operator who has successfully completed our initial training program. In the event that an Operator resigns or is otherwise terminated, you will have sixty (60) days to hire a replacement Operator who meets our then-current standards for an Operator and who is approved by us in writing before hiring. The new Operator must complete initial training to our satisfaction within thirty (30) days after being hired, subject to the availability of our personnel. Your Operator(s) shall devote full time and best efforts to the day-to-day operation and management of the Bakery and shall not engage in any other business activity without our prior written consent.

(g) You must at all times maintain such working capital as may be reasonably necessary to enable you to properly and fully carry out and perform all of your duties, obligations and responsibilities hereunder and to operate the business in a businesslike, proper and efficient manner.

(h) You must at all times maintain sufficient levels of inventory to adequately meet consumer demand.

6.4 Site Visits

You agree that, in order to maintain the high quality and uniform standards associated with the System and to protect the goodwill and reputation associated with the System and Marks, you will permit us to inspect your Bakery and vehicles used in connection with making deliveries, confer with you and your employees and Guests, check inventory levels and operating methods, and perform any additional onsite inspections which we deem necessary to protect the standards of quality and uniformity of the System and gauge your performance under this Agreement at any time during regular business hours without notice. It is your obligation to make changes to your operational procedures based on our inspection. We may also,

at your expense, remove or destroy any item which does not conform to our specifications and/or standards. If we determine that any condition in the Bakery presents a threat to Guests or public health or safety, we may take whatever measures we deem necessary, including requiring you to immediately close the Bakery until the situation is remedied to our reasonable satisfaction. Our inspections and evaluations may include a "mystery shopper" program from time to time and we reserve the right to charge you the cost of the mystery shopper program and guest experience monitoring program. If you fail any inspection or evaluation, you must pay us our then-current Operational Evaluation Fee, currently Three Hundred Dollars ($300), as well as the costs and expenses of subsequent "mystery shopper" visits. You must also pay us or our designated vendor the then current guest experience monitoring fee.

6.5 Computer Hardware and Software

(a) You must purchase and use all computer software programs ("Software") which we have developed or may develop and/or designate for use for the System and must purchase such computer hardware as may be necessary for the efficient operation of the Software, including, without limitation, a POS System and a payment card reader. You must obtain and maintain adequate hardware and Software in order to access the Internet at the bit speed we require. We have the right to require you to update or upgrade computer hardware components and/or Software, as we deem necessary from time to time, with no limitations as to the number or cost of such updates or upgrades. This includes taking all steps, including but not limited to those related to visibility and management of your Bakery's network, that are necessary to ensure that your Bakery is compliant with all Payment Card Industry Date Security Standards (PCI DSS) requirements, as such standards may be revised and modified by the PCI Security Standards Council (see www.pcisecuritystandards.org), or any successor organization or standards that we may reasonably specify.

(b) We have the right to require you, at your sole expense, to enter into separate agreements for any required computer hardware and/or Software, including the POS system, as well as maintenance and support contracts, data warehousing and other related applications and activities. We reserve the right to require you to install a "systems backup solution" which backs up critical data in your computer system using an off-premises storage scheme. Notwithstanding the fact that you must buy, use and maintain the computer hardware and Software in accordance with our standards and specifications, you are solely responsible for: (i) the acquisition, operation, maintenance and upgrading of the computer hardware and Software; and (ii) any and all consequences that may arise if the computer hardware and Software is not properly operated, maintained and upgraded.

(c) If we develop or custom design a software program for conducting accounting, inventory and point-of-sale functions and/or related activities ("Proprietary Software Program"), you agree to obtain the Proprietary Software Program, the computer hardware required to implement the Proprietary Software Program into your Bakery, and to comply with all specifications and standards we prescribe regarding the Proprietary Software Program as provided from time to time in the Operations Manual, at your expense. Our computer software and hardware requirements, including all standards and specifications related to Proprietary Software Programs, are our proprietary and Confidential Information. It is possible that we might not be able to alter the Proprietary Software Program to accommodate every franchisee of the System, and therefore, at such time that we require the implementation of such software, you will only utilize the program we prescribe. We have independent, unlimited access to the information the computer system generates, without compensation to you, and we may share revenue and other data concerning your Bakery with other franchisees in the System. You must install, at your expense, the necessary computer hardware and software to provide us with full and direct electronic access to all of your data, software systems, security camera footage, and related information.

6.6 Internet Website

(a) We have established the Website, which provides information about the System and products and services sold under the System. We may use National Advertising Fund contributions to pay or reimburse ourselves for costs incurred in connection with the development, maintenance and update of the Website, or any additional websites we may create in the future in connection with the System. We will be the web master, either directly or through a third party, and will have sole discretion and control over our Website and any future websites we may create (including timing, design, content and continuation).

(b) We will design and provide a web page for the promotion of your Bakery on our Website. You must give us the materials we request to develop, update, and modify your listing. We will remain the web master, either directly or through a third party, and will have absolute discretion and control over such a web page. All information on the Website must be approved by us prior to posting. You are prohibited from maintaining an individual website related to the Bakery, or establishing a URL incorporating any variation of the Marks, without our prior written approval. You cannot violate our privacy policies or user terms posted on our Website. We will own all intellectual property and other rights in the Website and all information it contains (including, without limitation, the domain name or URL for your webpage, the log of "hits" by visitors, and any personal or business data that visitors supply). We may implement and periodically modify System standards relating to the Website and your web page.

(c) You are prohibited from establishing or maintaining a separate website, splash page, blog, social networking page or profile or other presence on the Internet, or otherwise advertising on the Internet or any other public computer network in connection with the Bakery, including any profile on Facebook, Instagram, Snapchat, Yelp, Trip Advisor, Twitter, LinkedIn, Plaxo, YouTube or any other social media, reviews and/or networking site without our prior approval. If such approval is granted by us, you must: (i) establish and operate such Internet site in accordance with System standards and any other policies we designate in the Operations Manual or otherwise in writing from time to time; and (ii) utilize any templates that we provide to you to create and/or modify such site(s).

(d) We have the right to modify the provisions of this Section 6.6 relating to Internet websites as we deem necessary or appropriate in the best interest of the System.

(e) You acknowledge that we and/or our affiliates are the lawful, rightful and sole owner of the Internet domain name www.nothingbundtcakes.com and any other website we may now or in the future create in connection with the System, and you unconditionally disclaim any ownership interest in such domain names and any other domain names or URLs colorably similar thereto. You agree not to register any Internet domain name in any class or category that contains words used in or similar to any brand name owned by us or our affiliate or any abbreviation, acronym, phonetic variation or visual variation of those words. You cannot violate the privacy policies on our Website.

6.7 Computer Network, Intranet or Extranet Participation

You must participate in any System-wide computer network, intranet system or extranet system that we implement, and may be required to use such networks to, among other things: (i) process Guest orders for fulfillment; (ii) submit reports to us; (iii) view and print updates to or portions of the Operations Manual; (iv) download approved local advertising materials; (v) communicate with us and other System franchisees; and (vi) complete training. You agree to use the facilities of any such computer network, intranet system or extranet system in strict compliance with the standards, protocols, and restrictions that we include in the Operations Manual, including those related to the encryption of confidential information and prohibitions against the transmission of libelous, derogatory or defamatory statements. We reserve the

right to charge you a monthly service for certain technology services that we provide to you for the ongoing operation and maintenance of any System-wide computer network, intranet or extranet system that we implement. We have the right to modify and increase such fees as we deem advisable in our sole discretion.

6.8 Personal Conduct

You agree to refrain from committing any act or pursuing any course of conduct that tends to bring your Bakery, us, the System, or the Marks into disrepute.

6.9 Best Efforts

You must use your best efforts to promote and increase the demand for the products and services offered by your Bakery. All of your advertising and promotional efforts must be completely factual and conform to the highest standards of ethical advertising. You agree to refrain from any business or advertising practice that may be injurious to the Bakery or the goodwill associated with the Marks and System.

6.10 Telephone

You must obtain a new telephone number and telephone listing at your expense, to be listed under the Nothing Bundt Cakes® name and not under your corporate, partnership, or individual name, to be used exclusively in connection with your operation of the Bakery. Upon the expiration, transfer or termination of this Agreement for any reason, you must terminate your use of such telephone number(s) and listing(s) and assign same to us or our designee. You must answer the telephone in the manner we specify in the Operations Manual. You agree to assign all telephone numbers, fax numbers, and other numbers or listings associated with the Bakery to us, including all Better Business Bureau, Angie's List, Yahoo, Google, Craigslist, Facebook, YouTube, Plaxo and related listings by signing the assignment of telephone numbers attached as Exhibit 5 to this Agreement. We have the right to require you, at your sole expense, to enter into separate agreements with our designated vendors for the Bakery's telephone equipment and service.

6.11 Payment of Debts

You are solely responsible for: (a) selecting, retaining and paying your employees and complying with all state, federal, and local employment laws and regulations, including, without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time; (b) paying all invoices for goods and services used in connection with operating the Bakery; and (c) determining whether, and on what terms, to obtain any financing or credit which you deem advisable or necessary to establish and operate the Bakery. You agree to pay all current obligations and liabilities to suppliers, lessors, and creditors on a timely basis. You agree to indemnify us in the event we are held responsible for your debts if we elect to pay your obligations in order to preserve the relationship between System Suppliers and other System franchisees. You agree to make prompt payment of all federal, state and local taxes, including individual and corporate taxes, sales and use taxes, franchise taxes, gross receipts taxes, employee withholding taxes, FICA taxes, personal property and real estate taxes arising from your operation of the Bakery. You agree to indemnify us if we are held responsible for these taxes.

6.12 Compliance with Applicable Laws

You must comply with all applicable federal, state and local laws, ordinances and regulations (including, without limitation, all government regulations relating to the preparation, presentation, shipping,

delivery and disposal of perishable goods, kitchen safety, occupational hazards and health, dispensing of perishable items, consumer protection, trade regulation, worker's compensation, unemployment insurance, withholding and payment of federal and state income taxes and social security taxes and sales, use and property taxes, and the applicable provisions of the Americans with Disabilities Act ("ADA")) regarding the construction, design and operation of the Bakery. You also agree to comply with all applicable laws pertaining to the privacy of the customer, employee, and transactional information ("Privacy Laws"). You further agree to comply with our standards and policies pertaining to Privacy Laws.

6.13 Trade Secrets and Confidential Information

You must maintain the confidentiality of all Confidential Information as set forth in Article 9 below.

6.14 Image

You acknowledge that we have developed a System to offer and sell products which will distinguish the Bakeries from other retail outlets which offer similar goods at different prices and with less attention paid to product quality, packaging, and Guest service. You agree to offer products and services and to operate the Bakery in a manner that emulates and enhances the image we intend for the System. You further acknowledge and agree that each aspect of the System is important not only to you but also to us and to other System franchisees in order to maintain the highest operating standards, achieve system wide uniformity, and increase the demand for the products sold and services rendered by System franchisees. You agree to comply with the standards, specifications and requirements we set forth in order to uniformly convey the distinctive image of a Bakery. You will, in the operation of the Bakery, use only those inventory items and merchandise, signage, displays, shelving, paper, labels, forms and other products and services imprinted with the Marks and colors as prescribed from time to time by us.

6.15 Pending Actions

You must notify us, in writing, within five (5) days of the commencement of any action, suit or proceeding and the issuance of any order, suit or proceeding of any court, agency or other government instrumentality, including the receipt of any notice or citation, which may adversely affect the operation or financial condition of the Bakery.

6.16 Standard Maintenance, System Conformity, and Remodeling

You agree to repair, refinish, repaint, replace, and/or otherwise redo the Bakery, signs, furnishings, fixtures, decor, and any other tangible part or property of the Bakery at your sole expense and at such times we may reasonably direct. You must remodel the location to our then-current standards not less than once every five (5) years. We have the right to require you, at your sole expense, to enter into equipment maintenance and monitoring agreements with our designated vendors. We have the right to direct you to remodel, re-equip, and otherwise refurbish your Bakery and vehicles to bring them into conformance with our then-current standards for a Bakery and delivery vehicles at the time we make the request. We will not require any expenditure in any year greater than Twenty-Five Thousand Dollars ($25,000), except if the expenditure is related to the renewal of this Agreement.

6.17 Licenses, Permits, and Certificates

You must obtain and maintain in force all required licenses, permits and certificates relating to the operation of the Bakery and shall operate the Bakery in full compliance with all applicable laws, ordinances

and regulations, workers' compensation and unemployment insurance requirements, and withholding and payment of federal and state income, social security, sales, use, and property taxes.

ARTICLE 7
TRAINING REQUIREMENTS

7.1 Initial Training

Two (2) people, which must include you (in the event you are an individual) or your Operator (in the event you are an entity), must attend and complete, to our satisfaction, our initial tuition-free training program. The required training lasts up to four (4) weeks and consists of training in Product preparation and packaging, maintaining financial controls and general bookkeeping procedures, operational techniques, using our required equipment and computer hardware and software, inventory controls, marketing and advertising techniques, and Guest service and maintenance of quality standards. All training will take place at one of our company bakeries in Dallas, Texas, or any other location we designate. You, your Operator or any other trainees must attend the initial training program at the same time. In addition, we will provide one (1) of our representatives for up to five (5) days at your Bakery for additional training and opening assistance. You are responsible for all training related expenses, including you and your employees' travel, meals, lodging, and payroll expenses associated with attending the initial training program. You must complete training before opening your Bakery. If you or any Operator fails to complete training to our satisfaction, the respective person may repeat the course, or in the case of an employee, you may designate a substitute to attend our next available training program. We may charge our then-current fee for replacement initial training attendees. We have the right to terminate this Agreement if you fail to complete training to our satisfaction within the time frames we prescribe. If you are approved to expand as a multi-unit franchisee, you will be responsible for the initial training of the management team for your second bakery and beyond.

7.2 Training Your Other Employees

You must train your other employees using our training materials. We will provide you with training materials for your use in training your personnel. Only the materials we provide can be used by you to train your personnel. Updated training materials will be provided on request. All training materials we produce constitute part of our trade secrets and confidential information. You agree not to challenge our rights in and to any training materials.

7.3 Ongoing Training Programs

To assist you in the operation of your Bakery, we may offer and require you and/or your employees to attend any additional training programs and refresher courses. You are responsible for you and your personnel's travel, meals, lodging, and payroll expenses associated with attending additional training programs. The additional training programs and refresher courses will be at our then-current tuition for such training.

ARTICLE 8
PROPRIETARY NAMES AND MARKS

8.1 Your Use of Our Marks and Other Proprietary Material

(a) You must only use the Marks we designate, and must use them in only the manner we authorize and permit.

(b) You will use the Marks only for the operation of your Bakery exclusively at the Approved Location, and in advertising your Bakery in the Territory pursuant to our standards and specifications.

(c) You must use the marks without prefix or suffix, and in conjunction with the "TM," "SM," "S," or "®" symbols, as applicable. You are prohibited from using the Marks in connection with the offer or sale of any unauthorized products or services. You may not use the Marks as part of your corporate or other legal name. Your corporate name and all fictitious names under which you propose to do business must be approved by us in writing before use. You must use your corporate or limited liability company name either alone or followed by the initials "D/B/A" and the business name "Nothing Bundt Cakes®." You must promptly register your Bakery as doing business under an assumed business name at the public office as provided for by the laws of the state in which your Bakery is located.

(d) You must identify yourself as an owner of your Bakery in the manner we specify in conjunction with any use of the Marks including, without limitation, on invoices, order forms, receipts, Guest forms and questionnaires, business stationery, and advertisements, as well as at such conspicuous locations as we may designate in writing at the Bakery premises.

(e) Your right to use the Marks is limited to the uses authorized in this Agreement, and any unauthorized use of the Marks will constitute infringement of our rights.

(f) You will not use the Marks to incur any obligation or indebtedness on our or our affiliates' behalf.

(g) You will execute any documents we deem necessary to obtain protection for the Marks or to maintain their continued validity and enforceability.

(h) You must promptly notify us of any suspected unauthorized use of our Marks, Proprietary Recipes, the Operations Manual, any proprietary software, our copyrighted material or materials in which we claim a common law copyright interest, any proprietary software we may now or in the future create, and any other intellectual property that we may now or in the future designate in connection with the System (the "Proprietary Materials"), any challenge to the validity of the Marks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use the Proprietary Materials. You acknowledge that we have the sole right to direct and control any administrative proceeding or litigation involving the Marks or Proprietary Materials, including any settlement thereof. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of our rights to the Marks or Proprietary Materials.

8.2 Trademark Acknowledgements.

You expressly understand and agree that:

(a) We own all right, title, and interest in and to the Marks and Proprietary Materials, and the goodwill associated with and symbolized by them, and we have the right to use and license others to use the Marks and Proprietary Materials;

(b) The Marks are valid and serve to identify the System and those who are authorized to operate under the System;

(c) Your use of the Proprietary Materials does not give you any ownership interest or other interest in or to the Proprietary Materials. During the term of this Agreement and after its expiration or

termination, you will not directly or indirectly contest the validity of, our ownership of, or our right to use and license others to use the Marks and other Proprietary Materials;

(d) Any and all goodwill arising from your use of the Proprietary Materials and Marks will inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the System, the Marks, or any other Proprietary Materials;

(e) Except as specified in Article 1 hereof, the license of the Marks granted to you hereunder is nonexclusive and we retain all other rights, including the right to: (i) use the Marks ourselves in connection with selling products and services; (ii) grant others licenses for the Marks; and (iii) develop and establish other systems using the Marks, similar marks, or any other marks, and to grant licenses thereto without providing any rights therein to you; and

(f) We reserve the right in our sole discretion to substitute different proprietary marks for use in identifying the System and the businesses operating thereunder. You must discontinue using any particular Mark within ten (10) days of written notice from us, and begin using any additional, modified, or substituted Mark within the timeframes we specify.

8.3 Trademark Litigation

We will defend you against any third-party claim, suit, or demand arising out of your use of the Marks. If we determine, in our sole discretion, that you have used the Marks in accordance with this Agreement, we will bear the cost of such defense, including the cost of any judgment or settlement. If we, in our sole discretion, determine that you have not used the Marks in accordance with this Agreement, you will bear the cost of such defense, including the cost of any judgment or settlement. In the event of any litigation relating to your use of the Marks, you will execute all documents and do such acts as may, in our opinion, be necessary to carry out such defense or prosecution including, without limitation, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Marks in a manner inconsistent with the terms of this Agreement, we agree to reimburse you for your out-of-pocket costs incurred in performing such acts.

ARTICLE 9
CONFIDENTIALITY OF PROPRIETARY INFORMATION

9.1 Non-Disclosure

During the term of this Agreement, you will receive information which we consider our trade secrets and confidential information ("Confidential Information"). You will not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information including, without limitation, our Proprietary Recipes and other standards for preparing and packaging Products; our trade secrets, advertising strategies, price marketing mixes related to Products and other food and beverage items offered by Bakeries; supplier networks and pricing arrangements with suppliers; the E-Commerce Program, National Account networks, the Operations Manual and training procedures; sales promotion aids, business forms, merchandising procedures, accounting procedures, marketing reports, inventory systems and copyrighted materials; and other methods, techniques and know-how concerning the operation of the Bakery which may be communicated to you or of which you may be apprised by virtue of your operation of the Bakery. You also acknowledge and agree that certain information, including (i) current Guest and prospective Guest names and addresses; (ii) information about credit extensions to Guests; (iii) Guest

purchasing histories; (iv) rates charged to Guests; and (v) Customer Relations Management ("CRM") reports (subsections (i)-(v) collectively shall be referred to as "Guest Lists") also constitute our trade secrets and Confidential Information. You may divulge Confidential Information only to those of your employees as must have access to it in order to operate the Bakery. All information, knowledge, know-how, techniques, and other data which we designate as confidential will be deemed Confidential Information for purposes of this Agreement.

9.2 Employee Non-Disclosure

All Operators and other key personnel must execute covenants that they will maintain the confidentiality of the information they receive in connection with their employment by you at the Bakery premises. Such covenants will be in a form we specify and substantially similar to the Confidentiality and Non-Compete Agreement attached as Exhibit 4 to this Agreement. Employee non-competition covenants must include, without limitation, specific identification of us as a third-party beneficiary of such covenants with independent rights to enforce them.

9.3 New Concepts

If you, your employees, or principals develop any new concept, process or improvement in the operation or promotion of the Bakery, including new recipes and packaging methods, you will promptly notify us, and provide us with all of the information necessary to implement the improvement, without any compensation. Any such concept, process or improvement will become our sole property and we will be the sole owner of all patents, patent applications, trademarks, copyrights and other intellectual property rights related thereto. You and your principals and agents hereby assign to us any rights they may have or acquire therein, including the right to modify such concept, process or improvement, and otherwise waive and/or release all rights of restraint and moral rights therein and thereto. You and your principals and agents agree to assist us in obtaining and enforcing the intellectual property rights to any such concept, process or improvement in any and all countries and further agree to execute and provide us with all necessary documentations for obtaining and enforcing such rights. You and your principals and agents hereby irrevocably designate and appoint us as your agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property rights related to any such concept, process or improvement. In the event that the foregoing provisions of this Section 9.3 are found to be invalid or otherwise unenforceable, you and your principals and agents hereby grant to us a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the concept, process or improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe your rights therein.

ARTICLE 10
MODIFICATION OF THE SYSTEM

You recognize and agree that we may change or modify the System as presently described in the Operations Manual and the Marks, including the adoption and use of new, modified, and/or substituted Proprietary Recipes, authorized products and services, Marks, other Proprietary Material, and techniques for operating a Bakery. You will accept and use for the purposes of this Agreement any such changes in the System as if they were part of this Agreement as of the Effective Date. You will make such expenditures as such changes or modifications in the System may reasonably require. You will not change, modify, or alter the System in any way without our prior written consent. We have the right to operate, develop, and change the System in any manner that is not specifically prohibited by this Agreement.

ARTICLE 11
ADVERTISING AND PROMOTION

11.1 Advertising by You

You have, upon execution of this Agreement, paid to us the sum of Five Thousand Dollars ($5,000) which we will use to pay for and conduct an Opening Advertising Program to advertise the opening of your Bakery. You acknowledge that we may require you to spend up to an additional Two Thousand Dollars ($2,000) on such Opening Advertising Program. In addition, you may elect to spend additional money for your Opening Advertising Program, provided that all materials used in the Opening Advertising Program will be subject to our prior written approval. The Opening Advertising Program is considered "local advertising and promotion" and is therefore subject to the restrictions described below. You understand and acknowledge that the Bakery's grand opening shall be held not later than thirty (30) to forty-five (45) days after the Bakery opens to the public.

11.2.1 Local Advertising

In addition to the Marketing Production Fund contribution described in Section 11.3, each week you must pay us a local advertising fee of three percent (3%) of your Net Revenues (the "Local Advertising Fee") which shall be used to coordinate advertising, promotions and public relations within your Territory. The Local Advertising Fee is payable in the same manner as the Royalty. The Local Advertising Fee will be accounted separately from the Marketing Production Fund. Local Marketing plans will be developed collaboratively between you and us, and presented to the Bakery by November 1 of the previous year, to be effective January 1st of the following year. We will maintain final approval of marketing and advertising materials and programs. Upon written request, we will provide you with an unaudited accounting of Local Advertising Fee expenditures in your Territory.

In addition, you recognize the value of advertising and promoting your Bakery, and the importance of standardizing advertising and promotional programs to enhance the goodwill and public image of your Bakery and the System. Accordingly, you must actively advertise the Bakery, the Products, and the System exclusively in your Territory. Such local advertising expenditures will exclude money spent for classified telephone directory listings, discounts, coupon redemptions and the cost of products or services given without charge. However, we may, at our sole discretion, apply such Local Advertising Fee towards the cost of goods sold relative to Product samples provided outside of your Bakery. The cost of goods sold relative to in-Bakery sampling shall not be applied toward your local advertising expenditures. You may not advertise or promote your Bakery outside of your Territory without our written consent, which we may revoke at any time and for any reason. You must place or display at the Approved Location (interior and exterior) only the signs, emblems, lettering, logos and displays and advertising materials we approve in writing from time to time. You must submit samples of all sales, promotional, and advertising materials you wish to use, including, but not limited to, print, radio and television advertising, signage, supplies and packaging, to us at least fifteen (15) business days prior to publication or use. Such submission will not affect your right to determine the prices at which you sell products and services at the Bakery, except for orders we contract to you to fulfill as part of the E-Commerce Program. We will inform you of our approval or disapproval of any advertising materials within ten (10) business days of receipt. You cannot use any advertising or promotional materials that we have not approved. All advertising must prominently display the Marks and comply with our standards for use of the Marks. We may require you to discontinue the use of any advertising or marketing materials at any time, at your expense.

11.3 Marketing Production Fund

We have established a Marketing Production Fund (the "Fund") for the common benefit of System franchisees. You must participate in and contribute one percent (1%) of your Net Revenues to the Fund in the same manner as the Royalty due under this Agreement. We have the right to require that any advertising cooperative and/or franchisee advisory council be formed, changed, dissolved or merged.

(a) We will use Fund contributions, in our sole discretion, to develop, produce, and distribute national, regional and/or local advertising and to create advertising materials and public relations programs, which promote, in our sole judgment, the services offered by System franchisees. We have the sole right to determine contributions to and expenditures from the Fund, or any other advertising program, and the sole authority to determine, without limitation, the selection of the advertising materials and programs, provided, however, that we will make a good faith effort to expend Fund contributions in the general best interests of the System on a national or regional basis. We may use the Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertising, including, without limitation: (i) the cost of preparing and producing media including, but not limited to, broadcast, print, place-based, digital, social and energizing media, and (ii) the cost of reputation management; (iii) the cost of public relations activities and advertising agencies; (iv) the cost of developing and maintaining an Internet website and a gift card program; (v) the cost of developing Guest loyalty programs; and (vi) personnel and other departmental costs for advertising that we internally administer or prepare. Nevertheless, you acknowledge that not all System franchisees will benefit directly or on a pro rata basis from such expenditures. While we do not anticipate that any part of Fund contributions will be used for advertising which is principally a solicitation for franchisees, we reserve the right to use the Fund for public relations or recognition of our brand, for the creation and maintenance of the Website, a portion of which can be used to explain the franchise offering and solicit potential franchisees, and to include a notation in any advertisement indicating "Franchises Available."

(b) We may periodically assist franchisees in maintaining high quality standards through Guest surveys, Guest interviews, and other similar initiatives ("Surveys"). The cost of such programs will be borne by the Fund. The cost of these programs may be charged directly to you if your results from a Survey fall below System-established minimum standards for such Surveys. We also have the right to use and publish Guest testimonials in our marketing and promotional efforts.

(c) We have the right to reimburse ourselves from the Fund contributions for such reasonable costs and overhead, if any, as we may incur in activities reasonably related to the direction and implementation of the Fund.

(d) We will prepare on an annual basis and will make available to you within one hundred twenty (120) days of the end of the fiscal year, a statement of contributions and expenditures for the Fund. The statement will be presented to you upon your written request. The Fund is not required to be independently audited.

11.4 Regional Advertising and Promotional Cooperatives

We have the right to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("Cooperative"), and to determine whether a Cooperative is applicable to the Bakery. If a Cooperative is established applicable to the Bakery, you must participate in the Cooperative. In the event we designate a Cooperative for your Territory, your Cooperative contributions will be credited towards your Local Advertising contribution requirements. Cooperative contributions will

not exceed the Local Advertising contribution requirement unless a majority of the Cooperative votes to increase that requirement. The following provisions will apply to each Cooperative:

(a) Each Cooperative will be organized and governed in a form and manner, and will commence operation on a date, we approve in advance;

(b) Each Cooperative will be organized for the exclusive purpose of administering regional advertising programs and developing, subject to our approval, standardized advertising materials for use by the members in local advertising;

(c) No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without our prior approval. All such plans and materials must be submitted to us;

(d) Cooperative activities will be determined by a majority vote of the member franchisees in the Cooperative; and

(e) Each member franchisee must submit to the Cooperative, no later than the 10th of each month, for the preceding month, its respective contribution as provided in this Agreement together with such other statements or reports as we may require or as may be required by the Cooperative with our approval.

We may grant to you an exemption from participating in a Cooperative at our sole discretion, upon your written request stating reasons supporting such exemption. Our decision concerning such requests for exemption will be final.

11.5 Test Marketing

We may conduct marketing research to determine consumer trends and test new products and services. You must participate in such marketing research in the manner we request, including purchasing reasonable amounts of test products or services, and offering, selling, packaging, and delivering test products or services from your Bakery. We will use Fund contributions to develop test products and services.

11.6 Gift Card Program; Promotion Programs

You must market, offer, sell, and redeem gift cards in the manner we specify. Only gift cards we authorize may be sold through the Bakery. You must honor the gift cards we authorize at your Bakery without any offset against your Royalty. You must honor the terms of all promotional or discount programs that we may offer to the public for System businesses, and you must comply with any pricing policies we may specify, including minimum and maximum price policies, minimum advertised price policies and unilateral price policies. You must also provide those services and other items that we specify on such terms and at such rates, including free-of-charge, as we may specify.

ARTICLE 12
ACCOUNTING AND BOOKKEEPING RECORDS

12.1 Books and Records

You must maintain for at least five (5) fiscal years from their preparation complete financial records for the operation of the Bakery in accordance with generally accepted accounting principles and must

provide us with: (i) a weekly net revenue reports in the form we specify which contains the sales information pertaining to the preceding week including, without limitation, Net Revenues, the mix of products and services sold by the Bakery, Guest Information, and any other additional information which we deem necessary to properly evaluate your performance; (ii) a quarterly balance sheet and profit and loss statement in a format we specify, prepared in accordance with any standard chart of accounts we may designate; (iii) annual financial reports and operating statements in the form we specify, prepared by a certified public accountant or state licensed public accountant, on or before April 15 of each calendar year for the immediately preceding calendar year; (iv) state and local sales tax returns or reports within thirty (30) days after their timely completion; and (v) such other reports as we may require from time to time, in the form we prescribe. You must provide federal, state and local income tax returns for each year in which your Bakery is operated upon request. To assist you in recording and keeping accurate and detailed financial records for reports and tax returns, we may, at our discretion, specify the form in which the business records must be maintained and provide a uniform set of business record-keeping forms for you to use. We will have full access at any time to all of your data, systems, and related information by means of direct access, whether in person or electronically. If you fail to provide any reports to us as required herein or in the Operations Manual, we will have the right, but not the obligation, to have our representative(s) enter the Approved Location and prepare required reports at your sole cost and expense.

12.2 Inspection and Audit

We and our agents will have the right at all reasonable times to examine and copy your books, records, accounts, and/or business tax returns. We also have the right, at any time, to have your books and records audited. If an inspection reveals that you understated Net Revenues or the fees due under this Agreement, you must immediately pay us the understated amount, in addition to interest from the date such amount was due until paid, at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is less. If an inspection discloses an understatement in any statement or report of more than two percent (2%), in addition to repaying us all amounts owed, you must pay for the cost of the audit and reimburse us for our expenses incurred in connection with the audit (including travel, lodging and wages expenses, and reasonable accounting and legal costs). The foregoing remedies shall be in addition to any other remedies we may have.

12.3 Financial Accounting Fee.

We reserve the right to require you to pay us or our designated vendor our then current financial accounting fee, the cost of which covers our required financial reporting intranet or extranet system that we implement.

ARTICLE 13
INSURANCE

13.1 Qualified Insurance Carrier

You must obtain and maintain the types and amounts of insurance we prescribe for your Bakery. All insurance policies must be issued by an insurance company with a rating of A-VI or better as reported in the most recent edition of A.M. Best's Insurance reports. Our acceptance of an insurance carrier does not constitute our representation or guarantee that the insurance carrier will be capable of meeting claims during the term of the insurance policy. You agree to carry such additional insurance as required by your Lease or applicable laws and regulations. All insurance policies must name us and any party we designate as additional insureds and provide that the coverage afforded applies separately to each insured against

whom a claim is brought as though a separate policy has been issued to each insured. All insurance policies must contain a waiver of subrogation in our favor.

13.2 Current Insurance Requirements.

Our current minimum insurance requirements, which are subject to change, are as follows:

(a) commercial general liability insurance with minimum limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury, property damage, contractual liability, personal injury, advertising injury and a minimum of one hundred thousand dollars ($100,000) for damage to premises leased to you;

(b) comprehensive automobile liability coverage for all owned, non-owned and hired vehicles used in connection with the operation of the Bakery with limits of one million dollars ($1,000,000) combined single limit or one million dollars ($1,000,000) per person, per accident and one million dollars ($1,000,000) property damage;

(c) property insurance coverage on all furniture, fixtures, equipment, inventory and tenant improvements using one hundred percent (100%) replacement cost valuation and written on Special Perils form, including coverage for loss of refrigeration, spoilage/contamination, and mechanical and electrical breakdown coverage;

(d) business interruption coverage equal to at least nine (9) months of operating expenses or an Actual Loss Sustained form;

(e) workers' compensation insurance as prescribed by state law;

(f) employer's liability coverage of not less than five hundred thousand dollars ($500,000);

(g) a commercial umbrella or excess liability policy with limits of at least one million dollars ($1,000,000); and

(h) Such other insurance that may be required by us or by the statutes or other laws of the state in which the Bakery is located and operated. Such other insurance may include, but is not limited to, special disaster insurance coverages, such as for hurricanes or earthquakes.

In addition to the continuing insurance requirements described above, you shall have builder's risk insurance during the build-out of the Bakery in replacement value amounts, whether such insurance is provided by your contract or purchased by you. In addition, your contractor shall have commercial liability insurance of at least one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

13.3 No Reduction in Insurance Requirements

You will not reduce the policy limits, restrict coverage, cancel or otherwise alter or amend said policy without our written consent.

13.4 Proof of Insurance Required

You must submit certificates of insurance to us as proof of insurance before you sign a lease for your Bakery. You must deliver a complete copy of your then-prevailing policy of insurance within thirty (30) days following the delivery of the certificate of insurance. If you fail to comply with the minimum insurance requirements set forth herein, we have the right to obtain such insurance and keep the same in force and effect, and you must pay us, on demand, the premium cost thereof and an administrative fee equal to eighteen percent (18%) of the cost of insurance.

ARTICLE 14
TERMINATION OF FRANCHISE

14.1 Termination without Notice

This Agreement will automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following:

(a) Voluntary Bankruptcy. If you make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for you or the Bakery.

(b) Involuntary Bankruptcy. If proceedings are commenced to have you adjudicated bankrupt or to seek your reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within sixty (60) days, or a trustee or receiver is appointed for you or the Bakery without your consent, and the appointment is not vacated within sixty (60) days.

(c) Unauthorized Transfer. You purport to sell, transfer or otherwise dispose of any entity you create to operate the Bakery or any interest in the Bakery in violation of this Agreement.

14.2 Termination with Notice and Without Opportunity to Cure

We have the right to terminate this Agreement upon notice and without providing you with an opportunity to cure for any of the following breaches or defaults:

(a) Criminal Acts. If you or any of your principals are convicted of or plead guilty or no contest to a felony or take part in any criminal misconduct relevant to the operation of your Bakery.

(b) Fraud. If you or any of your principals commit any fraud or misrepresentation in the operation of your Bakery.

(c) Misrepresentation. If you or any of your principals make any misrepresentation or omission in connection with your franchise application, including but not limited to any financial misrepresentation.

(d) Failure to Complete Training. If you fail to complete initial training set forth in Section 7.1 within the time frames set forth therein.

(e) Repeated Breaches. If we send you two (2) or more notices of default pursuant to Sections 14.3 and/or 14.4 hereof in any twelve (12) month period.

(f) Breach of Other Agreements. If you or any of your principals materially breach any other agreement with us or our affiliates or your landlord, or threaten any material breach of any such agreement, including the Lease, and fail to cure such breach within any permitted period for cure.

(g) Misuse of the Marks or Confidential Information. If you or any of your principals materially violate any provisions hereof pertaining to the Marks, Proprietary Materials, or our Confidential Information or misuse the same.

(h) Violation of Health Code. If you violate any health, safety or sanitation law, ordinance or regulation in the preparation, presentation, or delivery of any good or service through your Bakery or operate the Bakery in a manner that presents a health or safety hazard to Guests, or the general public.

(i) Violation of In-term Restrictive Covenant. If you violate the in-term restrictive covenant set forth in Section 16.1 below, or if you knowingly distribute Products within another franchisee's territory in violation of Section 1.2 above.

(j) Liens. If a levy of writ of attachment or execution, or any other lien, is placed against you, any partnership, limited liability company, or corporation you create to operate the Bakery, or any of your principals or any of their assets which are not released or bonded against within thirty (30) days.

(k) Insolvency. If you or any of your principals guaranteeing your obligations under this Agreement become insolvent.

(l) Abandonment. If you voluntarily or otherwise abandon the Bakery. The term "abandon" includes any conduct which indicates a desire or intent to discontinue operating the Bakery in accordance with the terms of this Agreement and will apply in any event if you fail to operate the Bakery as a Nothing Bundt Cakes® Bakery for a period of two (2) or more consecutive days without our prior written approval.

(m) Proprietary Software. If you misuse or make unauthorized use of any proprietary software we develop for use in connection with the System.

(n) Insurance. If you fail to maintain insurance or repay us for insurance we pay for, or if you otherwise fail to adhere to the requirements of Section 13.

(o) Government Regulations. If you fail, within fifteen (15) calendar days after notification of non-compliance by federal, state or local government authorities to comply with any law or regulation applicable to the Bakery.

(p) Government Actions. If any government action is taken against you that results in any obligation upon us which in our sole judgment is uneconomical, not in the best interests of us, or would result in us having an unintended relationship or obligation.

(q) Anti-Terrorist Activities. If you fail to comply with the provisions of Section 20.6 below.

(r) Personal Use of Bakery Property. If you take employee taxes, FICA, insurance revenue or benefits, or any other assets of the Bakery for personal use.

(s) Insufficient Funds. If there are insufficient funds in your bank account to cover a check or EFT payment to us or our affiliates three (3) or more times within any twelve (12) month period.

(t) Under-reporting of Net Revenues. If any audit reveals that you have understated your Net Revenues, Royalty and other payments due to us by more than two percent (2%), or if you have failed to submit timely reports and/or remittances for any two (2) reporting periods within any twelve (12) month period, or if you fail to report Guest Information as provided for in the Operations Manual three (3) or more times in any twelve (12) month period.

14.3 Termination with 15 Days' Notice and Opportunity to Cure

We have the right to terminate this Agreement if any of the following defaults remain uncured after expiration of the fifteen (15) day cure period:

(a) Nonpayment. If you fail to pay as and when due any sums owed to us, any of our affiliates, or any of our system suppliers or vendors.

(b) Endorsement of Checks. If you fail to immediately endorse and deliver to us any payments due to us from any third party that are erroneously made to you.

(c) Failure to Maintain Sufficient Inventory Level. Unless otherwise caused due to vendor delays or issues, if you fail to maintain sufficient levels of inventory to meet consumer demand and deliver goods and services to Guests in a timely manner, pursuant to our standards and specifications.

(d) Failure to Secure Approved Location. If you fail to secure an Approved Location within ninety (90) days of the Effective Date or if you do not build out your Bakery to our standards and specifications as set forth in Section 4.3 of this Agreement within two hundred and seventy (270) days after the Effective Date and have not otherwise obtained an extension from us.

(e) Interruption of Service. If you fail to maintain the prescribed months, days or hours of operation at the Bakery, or cease to service Guests through the E-Commerce Program.

(f) Failure to Personally Supervise Bakery Operations or Employ Adequate Personnel. If you fail to personally supervise day-to-day operation of the Bakery or fail to employ a sufficient number of qualified, competent personnel as we may require from time to time.

(g) Quality Control. If you fail to maintain the strict quality controls reasonably required by this Agreement and/or the Operations Manual.

(h) Other Conduct Reflecting Adversely on System. If you conduct yourself or operate your Bakery in a manner that, although not criminal, reflects adversely on the System, the Marks, or the products offered through the System.

(i) Licenses and Permits. If you fail to procure or maintain any licenses, certifications, or permits necessary for the operation of your Bakery.

(j) Banking Changes. If you fail to notify us of any change in your banking relationships, including changes to your banking institutions or account numbers, or if you siphon any portion of the Net Revenues of your Bakery into a bank account not approved of by us or which is not accessible to us via EFT.

(k) Unauthorized Products or Services. If you offer any unauthorized or discontinued products or services at or from the Bakery.

(l) Unapproved Purchases. If you order or purchase supplies, signs, furnishings, fixtures, equipment or inventory from an unapproved supplier.

14.4 Termination with 30 Days' Notice and Opportunity to Cure.

We have the right to terminate this Agreement if you fail to perform or comply with any one or more of the terms or conditions of this Agreement or any other agreements between you and us or our affiliates, and you fail to cure such default prior to expiration of the thirty (30) day cure period.

14.5 Step In Rights

In addition to our right to terminate this Agreement, and not in lieu of such right or claim we may have against you, if you fail to cure any default within the applicable cure period specified above (if any), we have the right, but not the obligation, to enter the Bakery premises and exercise complete authority with respect to the operation of the Bakery until such time as we, at our discretion, determine that the default has been cured and you are otherwise compliant with this Agreement. If we exercise our right described in this Section 14.5, you must pay us our then current per diem charge and reimburse us for all reasonable costs and overhead, if any, incurred in connection with our operation of your Bakery including, without limitation, costs of personnel for supervising and staffing the Bakery and their travel and lodging accommodations. If we undertake to operate the Bakery pursuant to this Section 14.5, you agree to indemnify and hold us (and our representative(s) and employees) harmless from and against any fines, claims, suits or proceedings which may arise out of our operation of the Bakery.

14.6 Non-Waiver

Our delay in exercising or failing to exercise any right or remedy under this Agreement or our acceptance of any late or partial payment due hereunder will not constitute a waiver of any of our rights or remedies against you.

ARTICLE 15
YOUR OBLIGATIONS UPON TERMINATION OR EXPIRATION

15.1 Effects of Termination

Upon termination of this Agreement, regardless of the cause, or upon expiration and nonrenewal or transfer of this Agreement, you must, at your expense, comply with all of the following:

(a) Immediately cease operations under this Agreement;

(b) Immediately pay us and our affiliates and approved and designated suppliers all monies owed;

(c) Immediately discontinue use of the Proprietary Recipes, Marks, other Proprietary Materials, and our Confidential Information;

(d) Immediately return the Operations Manual and all other Proprietary Materials and Confidential Information loaned to you, and immediately and permanently cease the use of such information and materials;

(e) Immediately cease using all telephone numbers, web sites, and listings used in connection with the operation of the Bakery, and direct all telephone agencies and listing companies to transfer all

numbers and listings, electronic or otherwise, to us or our designee pursuant to the conditional Assignment of Telephone Numbers attached hereto as Exhibit 5, or, if we direct, disconnect such numbers within fifteen (15) calendar days of termination or expiration of this Agreement;

(f) If we exercise a collateral assignment of lease, arrange for the transfer of the Lease to us within fifteen (15) days of the termination or expiration of this Agreement and vacate the premises;

(g) Immediately surrender all stationery, printed matter, signs, advertising materials and other items containing the Marks and all items which are a part of the trade dress of the System immediately, as we direct, no later than five (5) calendar days after this Agreement is terminated or otherwise expires;

(h) Immediately cease to hold yourself out as our franchisee;

(i) Take such action as will be necessary to amend or cancel any assumed name, business name or equivalent registration which contains any trade name or other Mark we licensed to you and furnish us with satisfactory evidence of your compliance with this obligation within fifteen (15) calendar days after the termination, expiration or transfer of this Agreement;

(j) Permit us to make a final inspection of your financial records, books, and other accounting records within one (1) month of the effective date of termination, expiration, or transfer;

(k) Comply with all of the provisions of this Agreement that survive, expressly or impliedly, the Term, including your covenants to maintain the confidentiality of the Confidential Information, covenant against competition, and your indemnity obligations, all of which will survive the transfer, termination or expiration of this Agreement;

(l) Cease to use in advertising or in any other manner, any methods, procedures or techniques associated with us or the System; and

(m) Execute from time to time any necessary papers, documents, and assurances to effectuate the intent of this Article 15.

15.2 Our Option to Purchase Assets

Upon the termination or expiration of this Agreement, we or any party we designate will have the option, but not the obligation, to purchase any property used in connection with operation of the Bakery by providing you with written notice of our election within thirty (30) calendar days after such termination or expiration and paying you the book value for such property within sixty (60) calendar days of such notice. For purposes of this paragraph, "book value" means the amount you actually paid for the property less depreciation (calculated by using the straight-line depreciation method on a ten (10) year depreciation schedule irrespective of the depreciation method or schedule you use for accounting purposes). Notwithstanding the foregoing, to the extent that we exercise our right to purchase any personal property that is subject to a lease or finance agreement, the purchase price will be net of the remaining amounts due under the lease agreement or financing arragement, including prepayment penalties. We will be entitled to offset the purchase price by amounts you owe to us and our affiliates, and any payments necessary to acquire clear title to property or for any other debt. If we exercise our option to purchase, pending the closing of such purchase, we have the right to appoint a manager to maintain the operation of the Bakery or may require you to close the Bakery during such period without removing any assets. You are required to maintain in force all insurance policies required under this Agreement until the date of such closing. We have the unrestricted right to assign our rights under this Section 15.2. We will be entitled to all customary

warranties and representations in connection with our purchase of your property, including, without limitation, representations and warranties as to ownership and condition of and title to the property; liens and encumbrances on the property; validity of contracts and agreements; and liabilities affecting the property, contingent or otherwise. We may exclude from the personal property purchased under this Section 15.2 cash or its equivalent and any equipment, signs, inventory, materials and supplies that are not reasonably necessary (in function or quality) to the Bakery operations or that we have not approved as meeting our then-current standards for a Bakery.

15.3 Damages, Costs, and Expenses

If this Agreement is terminated due to your default, you will promptly pay us for all damages, costs and expenses, including reasonable attorneys' fees, that we incur as a result of the default, which obligation will give rise to and remain, until paid in full, a lien in our favor against any and all of the Bakery's personal property, furnishings, equipment, signs, fixtures and inventory related to the operation of the Bakery.

15.4 Savings Clause

To the extent that it is determined by any court or any other tribunal having jurisdiction over the subject matter of this Agreement that any provision of this Agreement provides for notice less than that required by applicable law, or provides for termination, cancellation or non-renewal other than in accordance with applicable law, such provision, to the extent that it is determined by such court or other tribunal to be not in accordance with applicable law, will be deemed to be modified to the extent that such court or other tribunal determines to be necessary to bring such provision into accordance with applicable law.

15.5 Liquidated Damages

Upon our termination of this Agreement for cause, you agree to pay us within fifteen (15) days after the effective date of this Agreement's termination, in addition to the amounts owed under Section 15.1, liquidated damages equal to the product of (i) the average Royalties that you were obligated to pay us on the Bakery's Net Revenues for each four (4) week period during the twelve (12) months of operation preceding the effective date of termination multiplied by (ii) the number of weeks remaining of the term of this Agreement or twenty-six (26) (the number of four-week periods during two (2) full years), whichever is higher; provided, however, that liquidated damages payable pursuant to this Section 15.5 shall not exceed One Hundred Thousand Dollars ($100,000). The parties (and their owners) acknowledge and agree that it would be impracticable to determine precisely the damages we will incur from this Agreement's termination and the loss of cash flow from Royalty payments due to, among other things, the complications of determining how much the Royalty payments would have grown over what would have been the remaining term of this Agreement. You acknowledge and agree that these liquidated damages provision is a reasonable, good faith pre-estimate of those damages. The liquidated damages provision above covers only our damages from the loss of cash flow from lost Royalty payments. It does not cover any other damages to which we might be entitled as a result of your actions or inaction, including damages to our Marks, Confidential Information, reputation with the public and landlords and damages arising from a violation of any provision of this Agreement other than the Royalty Fee section. You and your owners agree that these liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty section.

ARTICLE 16
COVENANTS

You acknowledge that as a participant in our System, you and your employees and principals will receive proprietary and confidential information and materials, trade secrets, and access to the unique methods, procedures and techniques for operating a Bakery that we have developed. Therefore, to protect us, the System, and other System franchisees, you agree as follows:

16.1 In-Term Non-Compete

During the term of this Agreement, neither you nor your owners, officers, directors, principals, or Operators, nor any member of your immediate family or the immediate family of your owners, officers, directors, principals, and Operators who work at the business may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

(a) Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in any other business which operates or licenses the sale of businesses which offer and sell offering cakes, baking-related apparel or merchandise, or any other goods or services authorized or offered for sale by System franchisees, provided, however, that this Section does not apply to your operation of any other Bakery under the System; or

(b) Solicit the Bakery's Guests, our National Accounts, or contact our suppliers or vendors for any competitive purpose.

16.2 Post-Term Non-Compete

For a period of two (2) years after the expiration, nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither you nor your owners, officers, directors, principals, Operators, nor any member of your immediate family or the immediate family of your owners, officers, directors, principals, or Operators who work at the business may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

(a) Enter into any business competing in whole or in part with us in granting franchises or licenses for businesses that offer and sell cakes, baking-related apparel or merchandise, or any other goods or services authorized or offered for sale by System franchisees at the time this Agreement is terminated or otherwise not renewed;

(b) Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in any other business which operates or licenses the sale of businesses offering or selling cakes, baking-related apparel or merchandise, or any other goods or services authorized or offered for sale by System franchisees at the time this Agreement is terminated or otherwise expires and is not renewed: (i) at the Approved Location premises; (ii) within the Territory; or (iii) within a ten (10) mile radius of (a) the Territory being granted hereunder or (b) any other Territory licensed by us as of the date of expiration or termination of this Agreement;

(c) Solicit the Bakery's Guests or contact any of our suppliers or vendors for any competitive business purpose; or

(d) Employ or seek to employ any person who is at that time employed by us or our affiliates or any other System franchisees, or otherwise directly or indirectly induce or seek to induce such person to

leave his or her employment thereat.

16.3 Intent and Enforcement

It is the parties' intent that the provisions of this Article 16 be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein will not render any other part unenforceable. In the event of the actual or threatened breach of this Article 16 by you, any of your principals, or any member of the immediate family of you or your principals, we will be entitled to an injunction restraining such person(s) from any such actual or threatened breach. You acknowledge that the covenants contained herein are necessary to protect the goodwill of the Bakery, other System franchisees, and the System as a whole. You further acknowledge that the covenants contained in this Article 16 are necessary to protect our procedures and know-how transmitted during the term of this Agreement. You agree that in the event of the actual or threatened breach of this Article 16, our harm will be irreparable, and that we have no adequate remedy at law to prevent such harm. You acknowledge and agree on your behalf and on behalf of the persons who are liable under this Article 16 that each has previously worked or been gainfully employed in other careers and that the provisions of this Article 16 in no way prevent any such person from earning a living. You further acknowledge and agree that the time limitation of this Article 16 will be tolled during any default under this Article.

16.4 Your Employees

You will ensure that your principals, employees and members of their immediate families who have access to our Confidential Information, including your owners, officers, and Operators, will sign and comply with the Confidentiality and Non-Compete Agreement attached as Exhibit 4 hereto, or as we, in our sole discretion, otherwise prescribe. You must provide us with a copy of each executed agreement.

16.5 No Defense

You hereby agree that the existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants contained in this Article 16. You agree to pay all costs and expenses (including reasonable attorneys' fees) which we incur in connection with the enforcement of this Article 16.

16.6 Conclusive Presumption

If you or any of the shareholders, officers, directors or partners of any entity established by you to operate your Bakery engages in the operation of a competing business in violation of Article 16, it will be conclusively presumed that such person(s) or entity is using our trade secrets in such business.

ARTICLE 17
ASSIGNMENT

17.1 Our Right to Transfer

This Agreement inures to our benefit and our successors and assigns. We have the right to sell, transfer, assign, and/or encumber all or any part of our assets or interest in, and rights and obligations under this Agreement in our absolute discretion, without obtaining your consent. You represent that you have not signed this Agreement in reliance on any particular shareholder, director, officer, or employee remaining with us in any capacity.

17.2 Your Right to Transfer

You understand and acknowledge that the rights and duties set forth in this Agreement are personal to you, and that we have entered into this Agreement in reliance on your personal attributes and financial capacity. You will not, without our prior written consent, by operation of law or otherwise, sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any interest in this Agreement, nor offer, permit or suffer the same. You agree that any attempted or completed sale, assignment, transfer, or other act referred to in this Article 17 without our prior written consent will be null and void and will constitute a material breach, which is good cause for immediate termination of this Agreement, without prior notice or opportunity to cure that material breach.

17.3 Definition of Transfer

A sale, transfer or assignment requiring our prior written consent shall be deemed to occur: (i) if you attempt to sell, transfer, assign, or encumber any portion of the Bakery or any interest in this Agreement or the Bakery; (ii) if you are a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of your voting stock or any increase in the number of outstanding shares of your voting stock which results in a change of ownership; (iii) if you are a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; or (iv) if you are a limited liability company, upon the assignment, sale, pledge or transfer or any interest in the limited liability company. Any new partner, shareholder, or member or manager owning an interest in you will be required to personally guarantee your obligations under this Agreement. A transfer pursuant to (ii) and (iv) above shall not be subject to our right of first refusal as set forth in Section 17.7 below.

17.4 Conditions to Our Consent to Transfer

If you wish to engage in any transfer described in Section 17.3, you must provide us with written notice of the proposed transfer, setting forth in detail the nature of the items to be transferred, the name, address and background of the proposed transferee, the consideration for the transfer and any other information that we may reasonably require. A copy of any agreements relating to the proposed transfer must accompany the notice. After reviewing the notice, we will decide whether to grant our consent, which will not be unreasonably withheld. We will condition our approval of the transfer upon the fulfillment of the following conditions:

(a) The proposed transferee must follow the same application procedures as a new franchisee and must: (i) meet and satisfy our then-current educational, managerial and business standards; (ii) possess a good moral character, business reputation and credit rating; (iii) have the aptitude and ability to conduct the business to be transferred; and (iv) have adequate financial resources and capital to meet the performance obligations under this Agreement; however, transferee cannot be in the same business as us as either a licensor, independent operator or licensee of any other bakery or chain of bakeries which is similar in nature or in competition with us, except that the transferee may be our existing franchisee.

(b) We have not exercised the right of first refusal pursuant to Section 17.7 hereof.

(c) All of your accrued monetary obligations towards us and our affiliates and system suppliers have been paid in full.

(d) You have cured all existing defaults under this Agreement, or any other agreement between you and us, our affiliates, and our approved and designated suppliers and vendors, within the period permitted for cure and have substantially complied with all such agreements during their respective terms.

(e) You agree to comply with your post-termination obligations in this Agreement, including but not limited to your confidentiality, non-compete, and indemnity obligations contained in this Agreement.

(f) A transfer fee of Five Thousand Dollars ($5,000) must be paid to us in the event of a transfer under Section 17.3(i); a transfer fee of Three Thousand Five Hundred Dollars ($3,500) must be paid to us in the event of a transfer under Section 17.3(ii), (iii) and (iv), in full to cover our administrative and other expenses incurred in connection with the transfer, plus any brokerage fees or commissions we incur. We will not charge an initial franchise fee in connection with a transfer.

(g) The transferee must satisfactorily complete our initial training program at the transferee's expense within the timeframe we specify.

(h) The proposed transferee must execute our then-current form of franchise agreement for the remaining unexpired term of this Agreement.

(i) You must provide us with a copy of the executed purchase agreement, which must include the transferee's assumption of and agreement to faithfully perform all of your obligations under this Agreement.

(j) You have brought the premises to our then-current standards before the transfer, including updating or upgrading the Bakery's signage, furniture, fixtures and equipment, interior and exterior décor, and layout.

(k) You and your principals (if you are a partnership, corporation, or limited liability company) and the transferee (if it has had any relationship with us and/or our affiliates) must execute a general release under seal, in a form satisfactory to us, of any and all claims against us, our affiliates, and our respective officers, directors, shareholders, and employees, in their corporate and individual capacities, provided that this release will not be inconsistent with any applicable state statute regulating franchising.

(l) The transferee must obtain, within the time limits we specify, and maintain thereafter all permits and licenses required for the operation of the Bakery.

(m) To the extent required by the terms of any leases or other agreements, all required consents must be obtained.

(n) The transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises.

(o) The purchase price and the terms of the proposed transfer must not be so burdensome to the prospective transferee as to impair or materially threaten its future operation of the Bakery and performance under its franchise agreement.

(p) You must request that we provide the prospective transferee with our current form of franchise disclosure document. You must indemnify us for any representations you make to any transferee.

(q) We have the right to disclose to any prospective transferee any revenue reports and other financial information concerning the Bakery that you provide to us.

(r) In any event, we may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer or otherwise.

17.5 Transfer on Death or Incapacity

(a) In the event of your death, disability or incapacitation (or the death, disability or incapacitation of your managing owner, partners, shareholders, members, or personal guarantors), your legal representative, or your partner's or guarantor's respective legal representative, as applicable, will have the right to continue operating the Bakery as a franchisee under this Agreement if: (i) within forty- five (45) days from the date of death, disability or incapacity (the "45 Day Period"), such person has obtained our written approval and has executed our then-current franchise agreement for the unexpired term of the franchise, or has furnished a personal guaranty of any partnership, corporate or limited liability company franchisee's obligations towards us and our affiliates; and (ii) such person successfully completes our training program (which we will provide at our then-current tuition rate). Such assignment by operation of law will not be deemed in violation of this Agreement, provided such heirs or legatees accept the conditions imposed by the Franchise Agreement and are acceptable to us.

(b) We are under no obligation to operate the Bakery, or to incur any obligation on behalf of any incapacitated franchisee, during or after the 45 Day Period. If necessary, you (or your legal representative, as applicable) will appoint a previously approved acting interim manager to operate the Bakery during the 45 Day Period if your managing owner is incapacitated. In the event of the death, disability, absence or otherwise of your managing owner, we may (but are not required to) operate the Bakery on your behalf and at your expense for such period of time (and under such terms and conditions) as we determine, including paying out the assets and/or revenues of the Bakery to cover any or all past, current and/or future obligations of the Bakery (including any amounts owed to us and our affiliates) in such priorities as we determine from time-to-time in our absolute discretion. We may pay ourselves a reasonable amount out of the Bakery as reimbursement for our management services and other costs. We may obtain approval of a court or mediator for any such arrangements, with the attorneys' fees and other costs incurred in connection with obtaining such approval to be charged against the assets and/or revenues of your Bakery. You (and/or your estate) will indemnify us against any costs and/or liabilities we incur in connection with, or related in any way to, the operation (or otherwise) of your Bakery.

17.6 Transfer to a Controlled Entity

You may assign or transfer your interest in this Agreement to a corporation, limited liability company or general or limited partnership formed by you for such purpose (a "Controlled Entity"), without our prior written consent, and without according us the right of first refusal required under Section 17.7 of this Agreement, provided that: (a) you, at all time, own and control not less than fifty one percent (51%) of the voting power of the Controlled Entity; (b) the Controlled Entity conducts no business other than the operation of Bakery; (c) all owners of the Controlled Entity possess good moral character; and (d) any shareholder, general partner or member of the Controlled Entity must agree to be personally liable under this Agreement and execute our then-current Assignment and Assumption Agreement and personal guarantee.

17.7 Our Right of First Refusal

If you have received and desire to accept a signed, bona fide offer from any third party to purchase any interest in any legal entity you create to operate the franchise (including any partnership, limited liability company or corporation), the Bakery or your interest in this Agreement, you must notify us in writing of each such offer, including a signed a copy of the offer. We will have the right and option,

exercisable within ten (10) days after we receive the notice, to notify you in writing that we intend to purchase the assets of the Bakery or your interest in this Agreement on the same terms and conditions offered by the third party. If the third party offers property, we will be entitled to offer cash or cash equivalents equal to the fair market value of the property. If we exercise our option, closing will occur within sixty (60) days after we dispatch notice of our intent to exercise this option. If we do not exercise our option but have not consented to the proposed transfer as required under Section 17.4, and the terms of the offer from the third party go unaccepted, or if the offer from the third party is materially altered, or if the transaction is not consummated and closed within six (6) months with the same third party, this right of first refusal will again pertain and we must, in each instance, be notified in writing of the terms offered and again have thirty (30) days from the date of our receipt of the notice, to notify you that we intend to purchase on such modified terms. If we fail to exercise this option, the terms of this Article 17 will govern any subsequent transfer.

17.8 Consent Not Waiver of Claims

Our consent to a transfer granted hereunder does not constitute a waiver of any claims we may have against you, nor will our consent to a transfer be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement or any future agreements that we enter into with the transferee.

ARTICLE 18
RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

18.1 Independent Contractors

You are an independent contractor responsible for full control over the internal management and daily operation of your Bakery, and neither party to this Agreement is the agent, principal, partner, employee, employer or joint venture partner of the other party. You must not act or represent yourself as our agent, partner, employee, or joint venture partner, directly or by implication. You must not incur any obligation on our behalf or in our name. All of your stationery, business cards and contractual agreements entered must contain your corporate name and a conspicuously displayed notice in the place we designate that you operate your bakery as an independently owned and operated franchised business and that you independently own and operate the Bakery as a System franchisee. Nothing in this Agreement authorizes you to make any contract, agreement, warranty, or representation on our behalf, or to incur any debt or other obligation in our name and we will not, in any event, assume liability for, or be deemed liable hereunder as a result of, any such action, nor will we be liable by reason of any of your acts or omissions in the operation of the franchised business or for any claim or judgment arising therefrom against us. Neither this Agreement nor our course of conduct is intended, nor may anything in this Agreement (nor our course of conduct) be construed to state or imply that we are the employer of your employees and/or independent contractor, nor vice versa. You further acknowledge that we have no responsibility to ensure that the Bakery is developed and operated in compliance with all applicable laws, ordinances, and regulations, and that we shall have no liability in the event the development or operation of the Bakery violates any law, ordinance or regulation.

18.2 Indemnification

You and your principals agree to indemnify, defend and hold us, our affiliates, and our respective shareholders, directors, officers, employees, agents, successors and assignees ("Indemnitees") harmless against and to reimburse them for all claims, obligations, liabilities and damages ("Claims"), including any and all taxes, directly or indirectly arising out of, in whole or in part: (a) the operation of your Bakery, including your preparation, packaging, shipping, and delivery of food and beverages, the construction of

the Bakery, and your advertising; (b) the use of the Marks and other Proprietary Materials; (c) the transfer of any interest in this Agreement or your Bakery in any manner not in accordance with this Agreement; (d) the infringement, alleged infringement, or any other violation or alleged violation by you or any of your principals of any patent, mark or copyright or other proprietary right owned or controlled by third parties; or (e) libel, slander or any other form of defamation of us, the System, our franchisees or developers you or by any of your principals. For purposes of this indemnification, "Claims" will mean and include all obligations, actual, consequential, punitive and other damages, and costs reasonably incurred in the defense of any action, including attorneys', attorney assistants' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether or not such claims exceed the amount of insurance coverage available to us through you. We have the right to defend any such claim against us in the manner we deem appropriate or desirable in our sole discretion. Such an undertaking by us will, in no manner or form, diminish your and each of your principals' obligations to indemnify the Indemnitees and to hold them harmless. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

ARTICLE 19
ENFORCEMENT

19.1 Severability and Substitution of Valid Provisions

If any provision of this Agreement is deemed invalid or inoperative for any reason, that provision shall be deemed modified to the extent necessary to make it valid and operative or, if it cannot be so modified, it shall then be severed, and the remainder of that provision shall continue in full force and effect as if this Agreement had been signed with the invalid portion so modified or eliminated, provided, however, that if any part of this Agreement relating to payments due to us, our affiliates, or the protection of the Proprietary Materials and/or Confidential Information, including the Operations Manual and our other trade secrets, is declared invalid or unenforceable, then we, at our option, may terminate this Agreement immediately upon written notice to you.

19.2 Choice of Law

This Agreement will be governed by and construed in accordance with the laws of the State of Texas (without reference to its conflict of laws principles).

19.3 Internal Dispute Resolution

You must first bring any claim or dispute between you and us to our President and provide us with thirty (30) days' notice and opportunity to cure. You must exhaust this internal dispute resolution procedure before you may bring your dispute before a third party. This agreement to first attempt resolution of disputes internally will survive termination or expiration of this Agreement.

19.4 Mediation

At our option, all claims or disputes between you and us or our affiliates arising out of or in any way relating to this Agreement or any other agreement between you and us or our affiliates, or any of the parties' respective rights and obligations arising from such agreements, which are not first resolved through the internal dispute resolution procedure set forth in Section 19.3 above, must be submitted first to mediation in Dallas, Texas under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against us or our affiliates with respect to any such claim or dispute, you must submit a notice to us, which

specifies, in detail, the precise nature and grounds of such claim or dispute. We will have a period of thirty (30) days following receipt of such notice within which to notify you whether we or our affiliates elect to exercise our option to submit claims or disputes to mediation. You may not commence any action against us or our affiliates with respect to any such claim or dispute in any court unless we fail to exercise our option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of our written declaration. Our right to mediate, as set forth herein, may be specifically enforced by us. Each party will bear its own cost of mediation and we will share mediation costs equally. This agreement to mediate will survive any termination or expiration of this Agreement. The parties agree that there will be no class action mediation.

The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 19.4 if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating):

(1) Any federally protected intellectual property rights in the Marks, E-Commerce Program, the System, Proprietary Materials, Proprietary Software, or in any Confidential Information;

(2) Any claims pertaining to or arising out of any warranty issue;

(3) Any of the restrictive covenants contained in this Agreement; or

(4) Any claims to collect past due amounts owed to us or our affiliates.

19.5 Injunctive Relief and Selection of Venue for Litigation

Nothing contained in this Agreement will prevent us from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect our interests, without bond, against conduct or threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions. If injunctive relief is granted, your only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, you expressly waive all claims for damages you incurred as a result of the wrongful issuance. The parties expressly agree to the exclusive jurisdiction and venue of any court of general jurisdiction in Dallas, Texas, and the jurisdiction and venue of the United States District Court for the Northern District of Texas. You acknowledge that this Agreement has been entered into in the State of Texas, and that you are to receive valuable and continuing services emanating from our headquarters in Texas, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, you hereby irrevocably consent to the personal jurisdiction of the state and federal courts of Texas set forth above. The parties agree that all proceedings will be conducted on an individual, not a class-wide basis, and that any proceeding between you, your guarantors, and we or our affiliates or employees may not be consolidated with any other proceeding between us and any other party or entity.

19.6 Third-Party Beneficiaries

Our officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of the provisions of this Agreement, including the mediation provision set forth in Section 19.4, each having authority to specifically enforce the right to mediate claims asserted against such person(s) by you.

19.7 No Right to Offset

You are prohibited from withholding all or any part of any payment to us or any of our affiliates on the grounds of our alleged non-performance or as an offset against any amount we or our affiliates may allegedly owe you under this Agreement or any related agreements.

19.8 Limitation on Action

You further agree that no cause of action arising out of or under this Agreement may be maintained by you against us unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim against us hereunder, whichever occurs sooner, and that any action not brought within this period will be barred as a claim, counterclaim, defense, or set-off. You hereby waive the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by us, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

19.9 Waiver of Punitive Damages

You hereby waive, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against us arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that, in the event of a dispute, your recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions will continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

19.10 Jury Trial Waiver

THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER WILL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR YOUR PURCHASE OF A FRANCHISE OR ANY GOODS OR SERVICES FROM US OR OUR AFFILIATES.

19.11 Waiver of Obligations

Either party to this Agreement may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. Any waiver granted will be without prejudice to any other rights they have, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of ten (10) days' prior written notice.

19.12 Our Rights are Cumulative

Our rights under this Agreement are cumulative, and the exercise or enforcement of any right or remedy under this Agreement will not preclude the exercise or enforcement of any other right or remedy which we are entitled by law to enforce.

ARTICLE 20
MISCELLANEOUS

20.1 Binding Effect

This Agreement is binding upon the parties and their respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest. Subject to our right to modify the Operations Manual and System standards, this Agreement may not be modified except by a written agreement signed by your and our duly authorized officers.

20.2 Entire Agreement

This Agreement contains the entire Agreement of the parties. There are no representations either oral or written, except those contained in this Agreement. This written Agreement includes all representations between the parties. This agreement may not be modified except by a written document signed by both parties. Nothing in the Agreement is intended to disclaim the representations we made in the franchise disclosure document furnished to you.

20.3 Construction of Language

The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as "you", their obligations and liabilities shall be joint and several. Headings are for reference purposes and do not control interpretation. Reference to your "immediate family" means your spouse, parents, children and siblings and your spouse's parents, children and siblings. Reference to your "principals" means your partners, officers, directors, shareholders, members and managers, as applicable. References to "we", "us" or "our" includes our successors, assigns or transferees.

20.4 Additional Documentation

At our request, you must from time to time and without further consideration execute and deliver such other documentation or agreements and take such other action as we may reasonably require in order to make the transactions contemplated herein. In the event that you fail to comply with the provisions of this Section, you hereby appoint us as your attorney-in-fact to execute any and all documents on your behalf, reasonably necessary to effectuate the transactions contemplated herein.

20.5 Force Majeure

Neither you, we, nor our affiliates will be liable for loss or damage or deemed to be in breach of this Agreement or any related agreement if its failure to perform its obligations is not the fault nor within the reasonable control of the person due to perform but results from, without limitation, fire, flood, natural disasters, acts of God, governmental acts or orders, or civil disorders. Any delay resulting from any such cause will extend the time of performance for the period of such delay or for such other reasonable period

of time as the parties agree in writing or will excuse performance, in whole or in part, as we deem reasonable.

20.6 Anti-Terrorist Activities.

You certify that neither you nor your owners, principals, employees or anyone associated with you is listed in the Annex to Executive Order 13224. You agree not to hire or have any dealings with a person listed in the Annex. You certify that you have no knowledge or information that, if generally known, would result in you or your owners, principals, employees, or anyone associated with you being listed in the Annex to Executive Order 13224 as amended or superseded. You agree to comply with and/or assist us to the fullest extent possible in our efforts to comply with the Anti-Terrorism Laws (as defined below). In connection with such compliance, you certify, represent, and warrant that none of your property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that you and your owners or principals are not otherwise in violation of any of the Anti-Terrorism Laws. You are solely responsible for ascertaining what actions must be taken by you to comply with all such Anti-Terrorism Laws, and you specifically acknowledge and agree that your indemnification responsibilities as provided in Section 18.2 of this Agreement also pertain to your obligations under this Section 20.7. Any misrepresentation by you under this Section or any violation of the Anti-Terrorism Laws by you or your owners, principals or employees shall constitute grounds for immediate termination of this Agreement and any other agreement you have entered into with us or our affiliates. As used herein, "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any Governmental Authority (including without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.

20.7 Attorneys' Fees

If you are in breach of any monetary or non-monetary material obligation under this Agreement or any related agreement between you and us and/or our affiliates, and we engage an attorney to enforce our rights (whether or not formal judicial proceedings are initiated), you must pay all of our reasonable attorneys' fees, court costs and litigation expenses we incur. If you institute any legal action to interpret or enforce the terms of this Agreement, and your claim in such action is denied or the action is dismissed, we are entitled to recover our reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

20.8 Uniformity

You acknowledge that current and future franchisees may operate under different forms of agreement, and our obligations towards them may differ materially in certain circumstances.

20.9 Numbers and Genders

Any gender references in this Agreement include the masculine, feminine and neuter. Any numeric reference also includes the singular or plural, as the case may be.

20.10 Captions and Headings

The Article and Section headings herein are for convenience only and do not affect the construction of the terms of this Agreement.

20.11 Time is of the Essence

TIME IS OF THE ESSENCE IN THIS AGREEMENT.

20.12 Counterparts

This Agreement may be executed in one or more counterparts, each of which will constitute a duplicate original.

20.13 Binding Upon Successors

This Agreement is binding upon and inures to the benefit of the heirs, personal representatives, and the permitted successors and assigns of you and us except to the extent explicitly provided to the contrary in this Agreement. Nothing in this Agreement is intended to confer any rights or benefits on anybody other than the parties to this Agreement and their permitted successors and assigns.

ARTICLE 21
NOTICES

Any notice or demand given or made under this Agreement must be served as follows:

(a) If given to us, it must be sent by certified mail, registered mail, or overnight delivery addressed to:

NOTHING BUNDT FRANCHISING, LLC
4560 Belt Line Rd
Addison, Texas 75001
Attention: CEO/President

or at such other address as we may designate by notice given as required by this Section; and

(b) If to you, either (i) via certified or registered mail, which will be deemed delivered on the date such notice is submitted for delivery to the United States Post Office; (ii) via express overnight courier such as FedEx or UPS on such express courier's first attempted delivery of the notice; or (iii) via email or fax on the date the notice is transmitted.

ARTICLE 22
GUARANTEES OF PRINCIPALS AND THEIR SPOUSES

If you are a corporation, limited liability company, or general or limited partnership, or other legal entity, or if subsequent to the execution of this Agreement, you assign this Agreement to a corporation, limited liability company, general or limited partnership, or other legal entity, all of your owners and their spouses must personally and unconditionally guarantee without notice, demand, or presentment, the payment of all of your monetary obligations under this Agreement, and any other agreement between you and us and/or our affiliates, as if each were an original party to this or any other agreement in their individual capacity. If you are an individual, your spouse must do the same. All such personal guarantors further

agree to be bound by the restrictions on your activities upon transfer, termination, or expiration and nonrenewal of this Agreement as if each were an original party to this Agreement in the personal guarantor's individual capacity. All such personal guarantors and their spouses must execute a continuing personal guarantee in the form attached hereto as Exhibit 6.

ARTICLE 23
FRANCHISEE REPRESENTATIONS AND ACKNOWLEDGEMENTS

23.1 No Authority

NO SALESPERSON, REPRESENTATIVE OR OTHER PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE US EXCEPT OUR AUTHORIZED OFFICER BY A WRITTEN DOCUMENT. YOU ACKNOWLEDGE THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES, OR WARRANTIES OF ANY KIND WERE MADE BY US OR ON OUR BEHALF WHICH INDUCED YOU INTO ENTERING INTO THIS AGREEMENT. YOU UNDERSTAND THAT WHETHER YOU SUCCEED AS A FRANCHISEE IS DEPENDENT ON YOUR EFFORTS AND BUSINESS JUDGMENT, THE PERFORMANCE OF YOUR EMPLOYEES, MARKET CONDITIONS, AND VARIABLE FACTORS BEYOND OUR CONTROL OR INFLUENCE. YOU FURTHER UNDERSTAND THAT SOME FRANCHISEES ARE MORE OR LESS SUCCESSFUL THAN OTHER FRANCHISEES AND THAT WE HAVE MADE NO REPRESENTATION THAT YOU WILL DO AS WELL AS ANY OTHER FRANCHISEE.

23.2 Receipt

YOU ACKNOWLEDGE RECEIPT OF THE NOTHING BUNDT FRANCHISING, LLC FRANCHISE DISCLOSURE DOCUMENT WITHIN FOURTEEN (14) CALENDAR DAYS PRIOR TO THE EXECUTION OF THIS AGREEMENT. YOU FURTHER ACKNOWLEDGE THAT YOU RECEIVED A COMPLETED COPY OF THIS AGREEMENT, AND ALL RELATED AGREEMENTS ATTACHED TO THE FRANCHISE DISCLOSURE DOCUMENT, WITH ANY CHANGES TO SUCH AGREEMENTS UNILATERALLY AND MATERIALLY MADE BY NOTHING BUNDT FRANCHISING, LLC, AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT AND ALL RELATED AGREEMENTS WERE EXECUTED.

23.3 Opportunity for Review by You and Your Advisors

YOU ACKNOWLEDGE THAT WE HAVE RECOMMENDED, AND THAT YOU HAVE HAD THE OPPORTUNITY TO OBTAIN, REVIEW OF THIS AGREEMENT AND THE FRANCHISE DISCLOSURE DOCUMENT BY YOUR LAWYER, ACCOUNTANT, OR OTHER BUSINESS ADVISOR BEFORE EXECUTING THIS AGREEMENT.

23.4 Execution of Agreement

EACH OF THE UNDERSIGNED PARTIES WARRANTS THAT IT HAS THE FULL AUTHORITY TO SIGN AND EXECUTE THIS AGREEMENT. IF YOU ARE A PARTNERSHIP OR CORPORATION, THE PERSON EXECUTING THIS AGREEMENT ON YOUR BEHALF WARRANTS TO US, BOTH INDIVIDUALLY AND IN SUCH PERSON'S CAPACITY AS A PARTNER OR OFFICER, THAT ALL OF THE PARTNERS OF THE PARTNERSHIP OR ALL OF THE SHAREHOLDERS OF THE CORPORATION, AS APPLICABLE, HAVE READ AND APPROVED THIS AGREEMENT, INCLUDING ANY RESTRICTIONS WHICH THIS AGREEMENT PLACES UPON RIGHTS TO TRANSFER THEIR INTEREST IN THE PARTNERSHIP OR CORPORATION.

23.5 No Personal Liability

You agree that the fulfillment of any and all of our obligations written in this Agreement or based on any oral communications which may be ruled to be binding in a Court of Law will be our sole responsibility and none of our agents, representatives, nor any individuals associated with us will be personally liable to you for any reason. This is an important part of this Agreement. You agree that that nothing that you believe you or your representatives have been told by us or our representatives will be binding unless it is written in this Agreement. This is an important part of this Agreement. Do not sign this Agreement if there is any question concerning its contents or any representations made.

23.6 No Guarantee of Earnings

You understand that we and any of our representatives and/or agents that you have met have not made and are not making any guarantees as to the extent of your success in operating a Bakery, and have not and are not in any way representing or promising any specific amount of earnings or profits in association with your Bakery.

ARTICLE 24
SECURITY INTEREST

You hereby grant us a security interest ("Security Interest") in all of the furniture, fixtures, equipment, signage, and realty (including your interests in all real property and personal property leases) of the Bakery, together with all similar property now owned or hereafter acquired, and additions, substitutions, replacements, proceeds, and products thereof, wherever located, used in connection with the Bakery. All items in which a security interest is granted are referred to as the "Collateral," and secure any indebtedness against us or our affiliates (the "Indebtedness"). Upon default and termination of your rights under this Agreement, we will have the immediate right to possession and use of the Collateral. In addition to any other rights or remedies we may have, you agree that, with the occurrence of any default set forth above, the full amount remaining unpaid on the Indebtedness secured shall, at our option and without notice, become due and payable immediately, and we will then have the rights, options, duties, and remedies of a secured party thereunder, and we will have the rights and duties of a creditor, including, without limitation, our right to take possession of the Collateral and, without legal process, to enter any premises where the Collateral may be found. Any sale of the Collateral may be conducted by us in a commercially reasonable manner. Reasonable notification of the time and place of any sale shall be satisfied by mailing to you pursuant to the notice provisions set forth above.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement this _____ of _____ 20___ by which Agreement shall be effective as of the Effective Date.

FRANCHISEE:	FRANCHISOR:
_____	NOTHING BUNDT FRANCHISING, LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

NOTHING BUNDT FRANCHISING, LLC
FRANCHISE AGREEMENT
EXHIBIT 1
SITE SELECTION ADDENDUM

EXHIBIT 1
TO THE NOTHING BUNDT FRANCHISING, LLC
FRANCHISE AGREEMENT
SITE SELECTION ADDENDUM

This agreement is entered into this _____ day of _____, 20___ by and between Nothing Bundt Franchising, LLC ("we", "us" or "our") and _____ ("you").

BACKGROUND

On _____, the parties entered into a franchise agreement (the "Franchise Agreement") pursuant to which you obtained the right and undertook the obligation to operate a Nothing Bundt Cakes® bakery (the "Bakery"). The parties desire to supplement its terms as set forth below.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. Within ninety (90) days after the effective date of the Franchise Agreement, you must obtain a site, at your expense, for the Bakery (the "Site"), which we must approve as hereinafter provided. The site must be within the following territory: _____(the "Site Selection Territory"). Time is of the essence.

2. Before your acquisition of a Site by purchase or lease, you must submit to us, in the form we specify, a completed site review and any other information or materials we may reasonably require, and a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining a site within sixty (60) days after execution of this Site Selection Addendum. We will have thirty (30) days from the receipt of such information from you to approve or disapprove, in our sole discretion, any proposed site as a Site. No proposed site will be deemed approved unless we have expressly approved it in writing.

3. We will furnish to you such site selection guidelines, consultation and on-site evaluation as we deem advisable as part of our evaluation of your request for site approval. We are not required to provide on-site evaluations. If we deem it necessary, however, we may conduct up to one (1) on-site visit at our cost. You must pay our travel, meals, and lodging expenses associated with any additional on-site visits we deem necessary, plus our then-current per diem fees for such services, currently $500.

4. We outsource certain aspects of site selection assistance to certain third-party suppliers at no additional cost to you. Their agents may serve as the local broker in markets where they have a presence, or they will assign you to a preferred partner. You may not use brokers or real estate agents outside of our required network without our prior written consent.

5. If you occupy the Site pursuant to a lease, we must approve the lease and the lease must contain a collateral assignment in the form attached as Exhibit 2 to your Franchise Agreement.

6. After we have approved a site for the Bakery in writing and you acquire the site, the site will constitute the Approved Location referred to in Article 4 of the Franchise Agreement and referenced on the data sheet to the Franchise Agreement.

7. You acknowledge and agree that our approval of a site does not constitute an assurance, representation, or warranty of any kind, express or implied, as to the suitability of the site for the Bakery or for any other purpose. Our approval of the site indicates only that we believe that the site complies with acceptable minimum criteria established by us solely for our purposes at the time of evaluation. Both parties to this Agreement acknowledge the application of criteria that have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to our approval of a site, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from our criteria, could change, thereby altering the potential of a site. Such factors are unpredictable and are beyond our control. We will not be responsible for the failure of a site approved by us to meet your expectations as to revenue or operational criteria. You further acknowledge and agree that your acceptance of a Site for the operation of the Bakery is based on your own independent investigation of the suitability of the Site.

8. This Site Selection Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Site Selection Addendum will be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Site Selection Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the day and year first above written.

Dated: _____

Nothing Bundt Franchising, LLC

By: _____
Name: _____
Title: _____

FRANCHISEE

By: _____

EXHIBIT 2
TO THE NOTHING BUNDT FRANCHISING, LLC FRANCHISE AGREEMENT
COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned ("Assignor") hereby assigns and transfers to Nothing Bundt Franchising, LLC ("Assignee"), all of Assignor's right, title and interest as tenant in, to and under the lease, attached hereto as Exhibit 1 (the "Lease") respecting premises commonly known as _____("Bakery Site"). This Assignment is for collateral purposes only and except as specified herein, Assignee has no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless Assignee takes possession of the premises demised by the Lease pursuant to the terms hereof and assumes the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously assigned or transferred, and is not obligated to assign or transfer, any of its interest in the Lease or the Bakery Site demised thereby.

Upon a default by Assignor under the Lease or under the franchise agreement entered into between Assignee and Assignor (the "Franchise Agreement"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, or upon expiration or termination of the Franchise Agreement or this Collateral Assignment of Lease, Assignee has the right and is hereby empowered to take possession of the Bakery Site, expel Assignor therefrom, and, in such event, Assignor will have no further right, title or interest in the Lease. Assignor hereby authorizes the lessor to disclose to Assignee, upon its request, sales and other information furnished to the lessor by Assignor.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Throughout the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it must elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that the option must be exercised, unless Assignee otherwise agrees in writing.

If Assignee does not otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as aforesaid, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the purpose of effecting such extension or renewal.

ASSIGNOR:

Dated:_____ _____

_____

SIGNED AND SEALED this __
day of _____, 20____

Notary Public: _____

CONSENT AND AGREEMENT OF LESSOR

The undersigned lessor under the aforedescribed Lease hereby:

(a) Agrees to notify Assignee in writing of and upon the failure of Assignor to cure any default by Assignor under the Lease;

(b) Agrees that Assignee has the right, but must not be obligated, to cure any default by Assignor under the Lease within thirty (30) days after delivery by lessor of notice thereof in accordance with paragraph (a) above;

(c) Consents to the foregoing Collateral Assignment and agrees that if Assignee takes possession of the Bakery Site and confirms to Lessor the assumption of the Lease by Assignee as tenant thereunder, Lessor must recognize Assignee as tenant under the Lease; and

(d) Agrees that Assignee may further assign the Lease to a person, firm or corporation who must agree to assume the tenant's obligations under the Lease and who is reasonably acceptable to lessor, and upon such assignment Assignee will have no further liability or obligation under the Lease as assignee, tenant or otherwise.

LESSOR: _____

By: _____
Title: _____

EXHIBIT 3
NOTHING BUNDT FRANCHISING, LLC
FRANCHISE AGREEMENT

ELECTRONIC FUNDS WITHDRAWAL AUTHORIZATION

_____ (Name of Legal Entity)
_____(ID Number)

The undersigned depositor ("**Depositor**") hereby authorizes Nothing Bundt Franchising, LLC ("**Franchisor**") to initiate debit entries and/or credit correction entries, electronic or otherwise, to the undersigned Depositor's checking and/or savings account(s) indicated below and the depository designated below ("**Depository**") to debit or credit such account(s) pursuant to Franchisor's instructions. This Authorization does not grant any ownership or control over the Depositor's account, except as provided in this Authorization. This authorization shall remain in full force and effect until terminated in writing by Franchisor. Depositor shall provide Franchisor, in conjunction with this authorization, a voided check from the below-referenced account.

_____	_____	
Depository	Branch	
_____	_____	_____
City	State	Zip Code
_____	_____	
Bank Transit/ABA Number	Account Number	

_____
Depositor

By:_____

Name:_____

Title:_____

Date:_____

EXHIBIT 4

TO THE NOTHING BUNDT FRANCHISING, LLC
FRANCHISE AGREEMENT
CONFIDENTIALITY AND NON-COMPETITION AGREEMENT
(for trained employees, shareholders, officers, directors, general partners, members and managers of Franchisee)

In consideration of my being a _____ of _____, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. Pursuant to a Franchise Agreement dated _____, 20___ (the "Franchise Agreement"), _____ (the "Franchisee") has acquired the right and franchise from Nothing Bundt Franchising, LLC (the "Company") to establish and operate a Nothing Bundt Cakes® bakery (the "Bakery") and the right to use in the operation of the Bakery the Company's trade names, service marks, trademarks, logos, emblems, and indicia of origin (the "Marks") as they may be changed, improved and further developed from time to time in the Company's sole discretion, only at the following authorized and approved location: _____ (the "Approved Location").

2. The Company, as the result of the expenditure of time, skill, effort and resources, has developed and owns a distinctive format and system (the "System") relating to the establishment and operation of Bakeries, which feature and offer for sale to the public decorated bundt cakes and other related gift items. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, methods, techniques, formats, specifications, systems, procedures, methods of business practices and management, sales and promotional techniques and knowledge of, and experience in, the operation of the Bakery (the "Confidential Information").

3. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

4. As _____ of the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me training programs, the Operations Manual, and other general assistance during the term of the Franchise Agreement.

5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Bakery during the term of the Franchise Agreement, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

6. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as _____ of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

7. Except as otherwise approved in writing by the Company, I will not, while in my position with the Franchisee, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company: (a) own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in any other business which operates or licenses the sale of businesses which derive 20% or more of their revenues from the sale of cakes, baking-related apparel or merchandise, or any other goods or services authorized or offered by the Company for sale by its franchisees; provided, however, that this Section will not apply to my operation of any other Bakery under the Company's System; or (b) solicit the Bakery's Guests or contact any of the Company's suppliers or vendors for any competitive business purpose.

8. Except as otherwise approved in writing by the Company, I will not, for a period of two years after my position with the Franchisee expires or is terminated, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company:

(a) Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in any other business which operates or licenses the sale of businesses which derive 20% or more of their revenue, from the sale of cakes, baking-related apparel or merchandise, or any other goods or services authorized or offered by the Company for sale by its franchisees at the time this Agreement is terminated or otherwise expires and is not renewed: (i) at the Approved Location premises; (ii) within the Franchisee's territory; or (iii) within a ten (10) mile radius of (a) the Franchisee's territory; or (b) any other territory licensed by the Company as of the date of expiration or termination of this Agreement.

(b) Solicit the Bakery's Guests or contact any of the Company's suppliers or vendors for any competitive business purpose.

(c) Employ or seek to employ any person who is at that time employed by the Franchisee, the Company or their affiliates or any other franchisees, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat.

The prohibitions in this Section 8 do not apply to my interests in or activities performed in connection with a Nothing Bundt Cakes® Bakery. This restriction does not apply to my ownership of less than a five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation.

9. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

10. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof and I agree to comply forthwith with any covenant as so modified.

11. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company

and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

12. This Agreement shall be construed under the laws of the State of Texas. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

_____
Signature

_____
Name

_____
Address

_____
Title

ACKNOWLEDGED BY FRANCHISEE

_____

By:_____

Name:_____

Title:_____

EXHIBIT 5

TO THE NOTHING BUNDT FRANCHISING, LLC
FRANCHISE AGREEMENT
COLLATERAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS

1. _____, doing business as "Nothing Bundt Cakes®", ("Assignor"), in exchange for valuable consideration provided by Nothing Bundt Franchising, LLC ("Assignee"), receipt of which is hereby acknowledged, hereby conditionally assigns to Assignee all telephone numbers, facsimile numbers, domain names, as well as any listings associated therewith, utilized by Assignor in the operation of its Nothing Bundt Cakes® Bakery at Assignor's above-referenced address (the "Assigned Property"). The Assigned Property includes the following:

Telephone Number(s): _____
Facsimile Number(s): _____
Domain Name(s) (as permitted by Franchisor under the Franchise Agreement): _____
_____.
Social media webpages (including, but not limited to, pre-existing Facebook, Twitter, LinkedIn, Plaxo, and YouTube pages: _____
_____
_____
_____.

2. The conditional agreement will become effective automatically upon termination or expiration of Assignor's franchise. Upon the occurrence of that condition, Assignor must do all things required by the telephone company and/or domain name registrar to assure the effectiveness of the assignment of Assigned Property as if the Assignee had been originally issued such Assigned Property and the usage thereof.

3. Assignor agrees to pay the telephone company and/or domain name registrar, on or before the effective date of assignment, all amounts owed for the use of the Assigned Property up to the date this Assignment becomes effective. Assignor further agrees to indemnify Assignee for any sums Assignee must pay the telephone company to effectuate this agreement and agrees to fully cooperate with the telephone company and/or domain name registrar, as well as the Assignee, in effectuating this assignment.

ASSIGNOR:

BY: _____ Date: _____
TITLE: _____

ASSIGNEE:

NOTHING BUNDT FRANCHISING, LLC

By: _____

EXHIBIT 6
TO THE NOTHING BUNDT FRANCHISING, LLC
FRANCHISE AGREEMENT
PERSONAL GUARANTY

ARTICLE I
PERSONAL GUARANTY

The undersigned persons (individually and collectively "you") hereby represent to Nothing Bundt Franchising, LLC ("NBF") that you are either: (a) the general partner of [**insert here the name of the franchisee entity**] ("Franchisee"); (b) all of the shareholders, partners, limited partners, or members in the Franchisee; or (c) the spouse of Franchisee or Franchisee's owner whose financials were required in order for Franchisee to qualify for a Nothing Bundt Cakes® franchised bakery (a "Bakery"). In consideration of the grant by Franchisor to the Franchisee of a franchise pursuant to the franchise agreement to which this Personal Guaranty is attached (the "Franchise Agreement"), each of you hereby agree, in consideration of benefits received and to be received by each of you, jointly and severally, and for yourselves, your heirs, legal representatives and assigns, to be firmly bound by all of the terms, provisions and conditions of the foregoing Franchise Agreement, and any other agreement between Franchisee and NBF and/or its affiliates, and do hereby unconditionally guarantee the full and timely performance by Franchisee of each and every obligation of Franchisee under the aforesaid Franchise Agreement or other agreement between NBF and Franchisee, including, without limitation, any indebtedness to NBF or its affiliates of Franchisee arising under or by virtue of the aforesaid Franchise Agreement and that you (jointly and individually) will not permit or cause any change in the percentage of Franchisee owned, directly or indirectly, by any person, without first obtaining the written consent of NBF prior to said proposed transfer, which consent must not be unreasonably withheld, and without first paying or causing to be paid to NBF the transfer fee provided for in said Franchise Agreement, if applicable, and without otherwise complying with the transfer provisions of the foregoing Franchise Agreement.

ARTICLE II
CONFIDENTIALITY

During the term of this Personal Guaranty, you will receive information which NBF considers a trade secret and confidential information ("Confidential Information"). You will not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information including, without limitation, NBF's Proprietary Recipes and other standards for preparing and packaging goods and services offered by the bakery, NBF's trade secrets, advertising strategies, price marketing mixes related to food and beverage items offered by Bakeries, supplier networks and pricing arrangements with suppliers, the E-Commerce Program, National Account networks, the Operations Manual and training procedures and materials, sales promotion aids, business forms, merchandising procedures, accounting procedures, marketing reports, inventory systems, copyrighted materials, and other methods, techniques and know-how concerning the operation of the Bakery which may be communicated to you or of which you may be apprised by virtue of your operation of the Bakery or in connection with your relationship with Franchisee and your role as a guarantor of the Franchise Agreement. You also acknowledge and agree that certain information, including (i) current Guest and prospective Guest names and addresses, (ii) information about credit extensions to Guests, (iii) Guest purchasing histories, (iv) rates charged to Guests (subsections (i)-(iv) collectively "Guest Lists"), and (v) sources of suppliers, also constitute NBF's trade secrets and Confidential Information.

ARTICLE III
COVENANTS AGAINST COMPETITION

Section 3.1 **During the Term of the Franchise Agreement.** During the term of the Franchise Agreement, neither you, nor your principals, officers, directors, nor any members of your family or the family of your officers, directors, or principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

a) Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in any other business which licenses businesses offering and selling cakes, baked goods, gift packages, novelty items, or any other goods or services authorized or offered for sale by System franchisees, provided, however, that this Section does not apply to the said parties' operation of a Bakery; or

b) Divert or attempt to divert any business or Guest of the Bakery to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System.

Section 3.2 **After the Term of the Franchise Agreement.** For a period of two (2) years after the expiration, transfer or termination of this Personal Guaranty or the Franchise Agreement, regardless of the cause, neither you, nor your principals, officers, directors, nor any member of your immediate family or the immediate family of your officers, directors, or principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

a) Enter into any business competing in whole or in part with NBF granting franchises or licenses businesses offering and selling cakes, baked goods, gift packages, novelty items, or any other goods or services authorized or offered for sale by System franchisees at the time this Agreement is terminated or otherwise expires and is not renewed;

b) Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to or have any interest in any other business which operates or licenses others the right to operate businesses offering and selling cakes, baked goods, gift packages, novelty items, or any other goods or services authorized or offered for sale by System franchisees at the time the Franchise Agreement is terminated or otherwise expires and is not renewed: (i) at the Bakery premises; (ii) within the Territory; or (iii) within a 10 mile radius of (a) the Territory being granted hereunder or (b) any other Territory licensed by NBF as of the date of expiration or termination of this Personal Guaranty or the Franchise Agreement;

c) Employ or seek to employ any person who is at that time employed by NBF, NBF's affiliates or any other System franchisee, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat; or

c) Divert or attempt to divert any business or Guest of the Bakery to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System.

Section 3.3 **Intent and Enforcement**. It is the parties' intent that the provisions of this Article III be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein will not render any other part unenforceable. In the event of the actual or threatened breach of this Article III by you, any of your principals, or any members of their immediate family, NBF will be entitled to an injunction restraining such person from any such actual or threatened breach. You agree that in the event of the actual or threatened breach of this Article III, NBF's harm will be irreparable and that NBF has no adequate remedy at law to prevent such harm. You acknowledge and agree that each of you has previously worked or been gainfully employed in other careers and that the provisions of this Article III in no way prevent you from earning a living. You further acknowledge and agree that the time limitation of this Article III will be tolled during any default under this Guaranty.

ARTICLE IV
DISPUTE RESOLUTION

Section 4.1 **Acknowledgment**. You acknowledge that this Personal Guaranty is not a Franchise Agreement and does not confer upon you any rights to use the NBF's proprietary marks or its system.

Section 4.2 **Governing Law**. This Personal Guaranty will be deemed to have been made in and governed by the laws of the state of Texas (without reference to its conflict of laws principals).

Section 4.3 **Internal Dispute Resolution.** You must first bring any claim or dispute arising out of or relating to the Franchise Agreement or this Personal Guaranty to NBF's President. You agree to exhaust this internal dispute resolution procedure before bringing any dispute before a third party. This agreement to engage in internal dispute resolution first will survive the termination or expiration of this Personal Guaranty.

Section 4.4 **Mediation**. At NBF's option, all claims or disputes between you and NBF arising out of, or in any way relating to, this Personal Guaranty or the Franchise Agreement or any other agreement by and between you and NBF, or any of the parties' respective rights and obligations arising from such agreements must be submitted first to mediation in Dallas, Texas, under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against NBF or its affiliates with respect to any such claim or dispute, you must submit a notice to NBF, which specifies, in detail, the precise nature and grounds of such claim or dispute. NBF will have a period of thirty (30) days following receipt of such notice within which to notify you as to whether NBF or its affiliates elects to exercise its option to submit such claim or dispute to mediation. You may not commence any action against NBF or its affiliates with respect to any such claim or dispute in any court unless NBF fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by NBF. NBF's rights to mediation, as set forth herein, may be specifically enforced by NBF. Each party will bear its own cost of mediation and the parties will share the cost of mediator. This agreement to mediate at our option will survive the termination or expiration of the Franchise Agreement. There will be no class action mediation.

a) The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 4 if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating):

(1) Any federally protected intellectual property rights in the Marks, the System, Proprietary Materials, Proprietary Software, or in any Confidential Information;

(2) Any claims arising out of or pertaining to any warranty issued;

(3) Any of the restrictive covenants contained in this Personal Guaranty; or

(4) Any claims to collect past due amounts owed to NBF or its affiliates.

Section 4.5 **Third-Party Beneficiaries.** NBF's officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of the Franchise Agreement and this Personal Guaranty,

and the mediation provisions contained herein, each having authority to specifically enforce the right to mediate and arbitrate claims asserted against such person(s) by you.

Section 4.6 **Injunctive Relief.** Nothing contained in this Personal Guaranty will prevent NBF from applying to or obtaining from any court having jurisdiction, without bond, a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect NBF's interest prior to the filing of any mediation proceeding or pending the trial or handing down of a decision or award pursuant to any mediation or judicial proceeding conducted hereunder.

Section 4.7 **Jurisdiction and Venue.** With respect to any proceeding not subject to mediation, the parties expressly agree to submit to the jurisdiction and venue of any court of general jurisdiction in Dallas, Texas, and the jurisdiction and venue of the United States District Court for the Northern District of Texas. The parties agree that all proceedings will be conducted on an individual, not a class-wide basis, and that any proceeding between you, your guarantors, and NBF or its affiliates or employees may not be consolidated with any other proceeding between NBF and any other person or entity.

Section 4.8 **Jury Trial Waiver.** THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER WILL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS PERSONAL GUARANTY OR THE FRANCHISE AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR YOUR PURCHASE FROM NBF OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES.

Section 4.9 **Waiver of Punitive Damages.** You waive to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) which you may have against us arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, your recovery will be limited to actual damages. If any other term of this Personal Guaranty is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions will continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

Section 4.10 **Limitation on Action.** You agree that no cause of action arising out of or under this Personal Guaranty or the Franchise Agreement may be maintained by you unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim against NBF, whichever occurs sooner, and that any action not brought within this period will be barred as a claim, counterclaim, defense or set-off.

Section 4.11 **Attorneys' Fees.** In the event Franchisor engages an attorney to enforce its rights under the Franchise Agreement, this Personal Guaranty, or any related agreement between you and Franchisor and/or its affiliates (whether or not formal judicial proceedings are initiated), you must pay all of Franchisor's reasonable attorneys' fees, court costs and litigation expenses. If you institute any legal action to interpret or enforce the terms of this Agreement, and your claim in such action is denied or the action is dismissed, Franchisor is entitled to recover its reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

Section 4.12 **Nonwaiver.** NBF's failure to insist upon strict compliance with any provision of this Personal Guaranty and the Franchise Agreement will not be a waiver of NBF's right to do so, any law,

custom, usage or rule to the contrary notwithstanding. Delay or omission by NBF respecting any breach or default will not affect NBF's rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Personal Guaranty will be cumulative. NBF's election to exercise any remedy available by law or contract will not be deemed a waiver or preclude exercise of any other remedy.

Section 4.13 **Severability.** The parties agree that if any provisions of this Personal Guaranty may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision will have the meaning which renders it valid and enforceable. The language of all provisions of this Personal Guaranty will be construed according to fair meaning and not strictly construed against either party. The provisions of this Personal Guaranty are severable, and this Personal Guaranty will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions will be enforced to the extent that they are valid and enforceable. If any material provision of this Personal Guaranty will be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, NBF reserves the right to terminate this Personal Guaranty.

Section 4.14 **Construction of Language.** Any term defined in the Franchise Agreement which is not defined in this Personal Guaranty will be ascribed the meaning given to it in the Franchise Agreement. The language of this Personal Guaranty will be construed according to its fair meaning, and not strictly for or against either party. All words in this Personal Guaranty refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

Section 4.15 **Successors.** References to "NBF" or "the undersigned," or "you" include the respective parties' successors, assigns or transferees.

Section 4.16 **No Personal Liability.** You agree that fulfillment of any and all of NBF's obligations written in this Personal Guaranty or in the Franchise Agreement or based on any oral communications which may be ruled to be binding in a court of law will be NBF's sole responsibility and none of NBF's agents, representatives, nor any individuals associated with NBF's franchise company will be personally liable to Franchisee or you for any reason.

PERSONAL GUARANTORS	**SPOUSES**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT C TO THE DISCLOSURE DOCUMENT
AREA DEVELOPMENT AGREEMENT

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2019 FDD

AREA DEVELOPMENT AGREEMENT

BETWEEN

NOTHING BUNDT FRANCHISING, LLC
(a Nevada limited liability company)

and

_____
(a _____)
State of Formation and Type of Entity

_____

Phone Number (_____)_____-_____

Fax Number (_____)_____-_____

Date _____

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EXHIBITS:

A Single Unit Franchise Agreement
B Guaranty

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AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT ("Agreement") is made and entered into the _____ day of _____, 20__ (the "Effective Date"), by and between Nothing Bundt Franchising, LLC, a Nevada limited liability company whose principal address is 4560 Belt Line Rd, Addison, Texas 75001 (hereinafter "we" or "us"), and _____ ("you").

BACKGROUND

A. We and our principals and affiliates have expended a considerable amount of time, effort, and money to develop a system for the establishment and operation of gourmet bakeries offering and selling specialty bundt cakes, other food items, and retail merchandise (the "Products") under the "Nothing Bundt Cakes®" mark (each a "Bakery").

B. Bakeries operate using our proprietary system, the characteristics of which include: (a) proprietary recipes and methods for preparing, decorating, and presenting gourmet cakes and baking-related apparel and merchandise (the "Proprietary Recipes"); (b) specifications for Bakery furniture, fixtures, equipment and interior and exterior design; (c) an online order fulfillment system; (d) sales techniques; (e) merchandising, marketing, advertising and inventory management systems; and (f) other general procedures for operating and managing a Bakery (the "System").

C. The System is identified by proprietary trademarks, including "Nothing Bundt Cakes®", our distinctive trade dress and any other trademarks, service marks, logos, and indicia of origin we may now or in the future designate in connection with the System (the "Marks"). The rights to all such Marks as are now, or will hereafter be, designated as part of the System will be owned exclusively by us or our affiliates and will be used by us, our affiliates and System franchisees to identify to the public the source of the products and services marketed thereunder. We may continue to develop, expand, use, control, and add to the Marks and System for the benefit of itself, its affiliates, and its franchisees and licensees in order to identify for the public the source of products and services marketed thereunder and to represent the System's high standards of quality and service.

D. We offer franchises to qualified individuals for the right to operate a single or multiple Bakeries under the System and Proprietary Marks.

E. You have applied for the right to develop multiple Bakeries pursuant to the Mandatory Development Schedule set forth herein (the "Area Development Business"), and we have approved your application in reliance on the representations made therein.

F. You acknowledge that adherence to the terms of this Agreement and our standards and specifications are essential to the operation of an Area Development Business, your Bakeries, and our System.

NOW, THEREFORE, the parties, in consideration of the mutual promises, commitments and understandings set forth in and subject to the terms and conditions of this Agreement, the parties agree as follows:

SECTION 1
GRANT; DEVELOPMENT AREA

1.1 We hereby grant, and you hereby accept the exclusive right for a term of __ years (the "Term") to develop Bakeries (as provided below) in the area identified in Section 1.2 of this Agreement (the "Development Area") in strict accordance with the Mandatory Development Schedule set forth in Section 3 of this Agreement. Each Bakery will operate according to the terms of a separate individual Franchise Agreement ("Franchise Agreement"). A copy of our current form of Franchise Agreement is attached hereto as Exhibit A, which we may modify from time to time.

1.2 The Development Area is defined as follows:

_____

_____

_____

Except as otherwise provided for in this Agreement, as long as you are compliant with the terms and conditions of this Agreement and any other Agreement with us, during the Term we will not establish or license to third parties the right to establish Nothing Bundt Cakes® Bakeries at any location within your Development Area. Your Development Area will not be exclusive in terms of marketing rights.

1.3 The foregoing grant to you does not include: (i) any right to offer any product or service via e-commerce; (ii) any right to sell products or services at wholesale prices from the Bakery; or (iii) any right to market or distribute Products in any channel of distribution not specifically identified in your respective Franchise Agreements. We retain all other rights, and may, among other things, on any terms and conditions we deem advisable, and without granting you any rights therein:

1.3.1 Establish, and license others the right to establish, Bakeries at any location outside the Development Area under the Proprietary Marks and System;

1.3.2 Own and operate or license to others the right to own and operate bakeries at any location(s) inside or outside the Development Area under different marks;

1.3.3. Own and operate businesses, or market similar products and services, at any location(s) inside the Development Area under different marks, or to license to others the right to own and operate businesses, or market similar products and services at any location(s) inside the Development Area under different marks;

1.3.4 Sell and distribute, or license others to sell and distribute, directly or indirectly, any products, services or merchandise, from any location or to any purchaser, through any alternative channel or method of distribution (including, but not limited, to sales made by or through retail and wholesale outlets, mail order catalogues and/or on the Internet), so long as such sales are not conducted from a Bakery operated from a location inside the Development Area;

1.3.5 Acquire or be acquired by businesses offering and selling similar goods, regardless of location;

1.3.6 Operate non-traditional sites as set forth in Section 1.4 below; and

1.3.7 Engage in any other activities not expressly prohibited by this Agreement.

1.4 We have the right to operate Bakeries at non-traditional sites within your Development Area, including, but not limited to, mall food courts, airports, hospitals, cafeterias, commissaries, schools,

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hotels, office buildings, and stadiums, arenas, ballparks, festivals, fairs, military bases and other mass gathering locations or events ("Non-Traditional Sites"). We will grant you a right of first refusal to operate a Bakery at any Non-Traditional Site we designate, provided that: (i) you are compliant with any and all agreements with us, our affiliates and our approved and designated suppliers; (ii) the Non-Traditional Site is within the Development Area and you meet the landlord's current requirements for a tenant, and (iii) you meet our criteria for a multi-unit franchise owner. You will have thirty (30) days from the date of our notice in which to exercise your right of first refusal, which we may condition, pursuant to Section 3.5, on your execution of our then-current Franchise Agreement and payment of our then current fee. If you fail to exercise or decline the opportunity to develop a Bakery at the Non-Traditional Site, then we may offer the opportunity to others. In addition, we have the right to enter into agreements or approve forms of agreements to provide Products to Non-Traditional sites within and outside of your Development Area, including to "National Accounts" that on their own or through agents, franchisees, or licensees, or other third parties own, manage, control or otherwise represent multiple commissary-style locations, and include retail or wholesale outlets, novelty gift shops, and large commissaries, regardless of the aggregate contract amount of the services to be performed. We will determine whether a particular Guest constitutes a National Account at our sole discretion. If we execute a contract with a National Account that contemplates the provision of services to one or more National Account locations or National Account clientele within or outside of your Development Area, we have the right, by ourselves or through other franchisees, licensees, or third parties to provide Products to National Accounts using the System and Proprietary Marks. We may but are not obligated to provide you with the option to provide Products on the terms that we negotiate, if you are qualified to perform the services and are substantially compliant with the terms of this Agreement and any addenda. You disclaim any compensation or consideration for work performed by others in the Development Area pursuant to this Section 1.4

1.5 You will have no right under this Agreement to franchise others under the Proprietary Marks or System.

SECTION 2
DEVELOPMENT FEE

2.1 In consideration of the rights granted under this Agreement, you must pay us an Area Development fee of $_____, equal to (a) $35,000 for the first Bakery developed under this Agreement plus (b) $25,000 for each additional Bakery you agree to develop under this Agreement (the "Development Fee"). The Development Fee is payable as follows: $35,000 for your first Bakery plus $12,500 for each additional Bakery upon the execution of this Agreement, and $12,500 upon executing a Franchise Agreement for each additional Bakery. We will not charge an initial franchise fee for Bakeries developed under this Agreement. The Development Fee and any portion thereof is deemed fully earned and nonrefundable upon payment to cover administrative and other expenses incurred by us and for the development opportunity lost or deferred as a result of the rights granted to you under this Agreement.

2.2 Contemporaneous with the execution of this Agreement, you shall execute the initial Franchise Agreement (the "Initial Franchise Agreement") for your Initial Bakery (the "Initial Bakery").

2.3 This Agreement is not a Franchise Agreement for the license to operate Bakeries under the System, and you will have no right to use our System and Proprietary Marks in any manner by virtue of this Agreement, other than as necessary to develop the Development Area pursuant to our then-current form of Franchise Agreement.

2.4 Notwithstanding subparagraph 2.3 above, you may own and operate individual Bakeries under the System within the Development Area upon the execution of our then-current form of Franchise

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Agreement, and payment of the remainder of the Development Fee due for each additional Bakery open to be opened under this Agreement.

SECTION 3
MANDATORY DEVELOPMENT SCHEDULE

3.1 Subsequent to your signing of this Agreement and the Initial Franchise Agreement, and for so long as you are not in default of this Agreement or any other condition identified in Section 3.7 of this Agreement, or any other Franchise Agreement or other agreement with us and/or our affiliates, you will execute additional Franchise Agreements in our then current form (the "Additional Franchise Agreements"), the terms of which may materially differ from the terms of the Initial Franchise Agreement, within 90 days of the opening of the prior Bakery (i.e. within 90 days of the opening of the Initial Bakery, you shall sign an Additional Franchise Agreement for the development of the second Bakery to be opened under the Mandatory Development Schedule). You shall open the Bakeries pursuant to the terms of the Franchise Agreement in accordance with the following schedule (the "Mandatory Development Schedule"):

Development Period	Number of Additional Franchise Agreements to be Executed During the Development Period	Number of Bakeries to Open During the Development Period	Cumulative Number of Bakeries Open
By: _____ (Within ___ Months of this Agreement)			
By: _____ (Within ___ Months of this Agreement)			
By: _____ (Within ___ Months of this Agreement)			

3.2 The opening of any Bakeries in excess of the minimum number required in any "Development Period" will be credited to the subsequent time period.

3.3 During the term of this Agreement you may request up to two extensions of 90-days, in which to execute an Additional Franchise Agreement under the Mandatory Development Schedule (an "Extension"). In order to receive an Extension, you must request the Extension in writing no later than 60-days prior to the expiration of the deadline to execute an Additional Franchise Agreement for the additional Bakery and pay us an extension fee of $10,000. An extension of time in which to execute an Additional Franchise Agreement under the Mandatory Development Schedule will not affect your deadlines for signing Additional Franchise Agreement for any additional Bakeries under this Agreement or extend the term of this Agreement.

3.4. You hereby acknowledge and agree that the Mandatory Development Schedule contained herein is a fair and reasonable period for the development of Bakeries within the Development Area and is an

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accurate reflection of market demand without over saturation of our services and products offered under the System.

3.5 If you fail to comply with the Mandatory Development Schedule described in this Section 3, this Agreement will be terminated upon notice from us to you. You will retain the right to develop and operate Bakeries for which you have signed Franchise Agreements and will retain the territorial rights prescribed in your Franchise Agreement for the Bakery, provided that this Agreement was not terminated as a result of your failure to comply with the terms of your existing Franchise Agreement(s). Your rights to develop and operate any Bakery for which there is no Franchise Agreement and your exclusivity in the Development Area will terminate immediately. Thereafter, we have the right to develop the Development Area ourselves, or through others by the sale of another Area Development Business in the Development Area, or otherwise at our sole discretion.

3.6 You must open the minimum cumulative number of Bakeries in the Development Area within the time frame prescribed in the Mandatory Development Schedule. You agree that you will ensure the cumulative number of Bakeries prescribed in each development period remain open and operating throughout the term of this Agreement. Failure of the prescribed cumulative number of Bakeries to be open and operating in the Development Area during each Development Period will be deemed a material default of this Agreement and grounds for termination.

3.7 On or before the date you are required to execute an Additional Franchise Agreement under the Mandatory Development Schedule and as a condition to exercising such right, all of the following conditions must be satisfied:

3.7.1 You are fully compliant with the terms of this Agreement, all existing Franchise Agreements and any other agreement between you and us, our affiliates, our approved/designated suppliers and vendors at the time of notifying us of your intent to sign a franchise agreement for and open an additional Bakery;

3.7.2 You have substantially complied with the provisions of all such agreements during their respective terms;

3.7.3 You have met your performance requirements as set forth in your existing Franchise Agreements;

3.7.4 You have satisfied all monetary obligations you owe us, our affiliates, and/or our approved/designated suppliers and vendors, and have paid us the remaining $12,500 Development Fee for the additional Bakery;

3.7.5 You retain at least a 51% ownership interest in any Bakery. In no event will you relinquish control over each entity operating each Bakery.

3.7.6 Neither this Agreement, nor any other agreement between you and us has expired or been terminated.

SECTION 4
AREA DEVELOPER'S OBLIGATIONS

In addition to your obligation to meet the Mandatory Development Schedule described in paragraph 3 above, you covenant and agree to perform the following in a diligent and timely manner:

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4.1 You must maintain such levels of working capital as necessary to operate your Area Development Business to be owned or operated within the Development Area.

4.3 You have the sole responsibility for performing all of your obligations arising out of the Area Development Business pursuant to this Agreement, including, but not limited to, the payment when due of any and all taxes levied or assessed by reason of such operation.

4.4 In all public records, in your relationship with other persons, and in any documents, you will indicate clearly the independent ownership of your business and that the operations of the Area Development Business are separate and distinct from the operation of a Bakery.

4.5 During the term of this Agreement, you will receive information which we consider our trade secrets and confidential information ("Confidential Information"). You will not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information including, without limitation, our Proprietary Recipes and other standards for preparing and packaging Products; our trade secrets, advertising strategies, price marketing mixes related to Products and other food and beverage items offered by Bakeries; supplier networks and pricing arrangements with suppliers; the E-Commerce Program, National Account networks, the Operations Manual and training procedures; sales promotion aids, business forms, merchandising procedures, accounting procedures, marketing reports, inventory systems and copyrighted materials; and other methods, techniques and know-how concerning the operation of the Bakery which may be communicated to you or of which you may be apprised by virtue of your operation of the Bakery. You also acknowledge and agree that certain information, including (i) current customer ("Guest") and prospective Guest names and addresses; (ii) information about credit extensions to Guests; (iii) Guest purchasing histories; (iv) rates charged to Guests; and (v) CRM reports (subsections (i)-(v) collectively shall be referred to as "Guest Lists") also constitute our trade secrets and Confidential Information. You may divulge Confidential Information only to those of your employees as must have access to it in order to operate the Area Development Business or a Bakery. All information, knowledge, know-how, techniques, and other data which we designate as confidential will be deemed Confidential Information for purposes of this Agreement.

4.6 You must comply with all requirements of federal, state and local laws, rules and regulations.

SECTION 5
RENEWAL

This Agreement is not renewable.

SECTION 6
USE OF SYSTEM AND PROPRIETARY MARKS

6.1 You acknowledge that this Agreement does not grant you any right to use the Proprietary Marks and that we own the mark "Nothing Bundt Cakes®" and all other Proprietary Marks associated with our System, and that only we, and our designated franchisees have the right to use such Proprietary Marks and such other trade names, trademarks, service marks and copyrights as may presently exist or be acquired and licensed for use by us, along with ancillary signs, symbols or indicia used in connection or conjunction with said Proprietary Marks. Any goodwill arising from your use of the Proprietary Marks in the Development Area pursuant to single unit Franchise Agreement(s) will inure solely to our benefit, and you disclaim any right to compensation for such goodwill.

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6.2 You acknowledge, and will not contest, infringe or harm our exclusive ownership and rights to each and every aspect of the System. Your right to market the System and establish and sell Bakeries is specifically limited to the Development Area, and is subject to our supervision and control, as provided herein. Your rights will terminate upon the expiration or termination of the Agreement for any reason whatsoever.

6.3 You acknowledge that the Proprietary Marks constitute a significant aspect of the System and you agree that such Proprietary Marks will not be used as the name, or part of any name, of any corporation, partnership or any entity under which you or any franchisee within the Development Area transacts any business. Your use of the Proprietary Marks is subject to our control and approval in every other respect pursuant to your single-unit Franchise Agreement(s).

SECTION 7
RELATIONSHIP OF THE PARTIES

7.1 The grant herein does not make you our agent, partner, legal representative or employee, and you and we expressly agree that you are an independent contractor. You do not have the right to bind us, to transact any business or make any promises or representations on our behalf, except as herein expressly provided. You will at all times represent yourself only as an independent contractor who has been appointed and licensed as an Area Developer. Neither this Agreement nor the relationship between the parties hereto constitutes a partnership or a joint venture between you and us. It is understood, acknowledged and agreed by the parties hereto that they do not intend to create by this Agreement any type of subfranchise or area director or area representative agreement. If any state regulatory agency deems you to be a subfranchisee, we will assume responsibility for all necessary franchise registration filings on your behalf and will assume all costs for such necessary filing with appropriate state agencies. Neither this Agreement nor our course of conduct is intended, nor may anything in this Agreement (nor our course of conduct) be construed to state or imply that we are the employer of your employees and/or independent contractor, nor vice versa.

7.2 Subject to any provisions contained in this Agreement to the contrary, the parties' relationship with respect to your ownership and operation of Bakeries within the Development Area will be governed by the individual Franchise Agreement(s) you execute with us.

SECTION 8
INDEMNIFICATION AND INSURANCE

8.1 You and your principals agree to indemnify, defend, and hold us, our affiliates, and our respective shareholders, directors, officers, employees, agents, successors and assignees ("Indemnitees") harmless against and to reimburse us for all claims, obligations, liabilities and damages ("Claims"), including any and all taxes, directly or indirectly arising out of, in whole or in part: (a) the operation of your Area Development Business and Bakeries, including the use, condition, or construction, equipping, decorating, maintenance or operation of any Bakeries, the sale of any food, beverages, and merchandise, and your advertising; (b) the use of the Proprietary Marks and other proprietary material; (c) the transfer of any interest in this Agreement or your Bakery in any manner not in accordance with this Agreement; (d) the infringement, alleged infringement, or any other violation or alleged violation by you or any of your principals of any patent, mark or copyright or other proprietary right owned or controlled by third parties; or (e) libel, slander or any other form of defamation of us, the System or any Area Developer operating under the System, by you or by any of your principals. For purposes of this indemnification, "Claims" will mean and include all obligations, actual, consequential, punitive and other damages, and costs reasonably incurred in the defense of any action, including attorneys', attorney assistants' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether or not the claims exceed the amount of insurance coverage available through you to us. We will have the right to defend any claim against it in the manner as we deem appropriate or desirable in our sole discretion. Any undertaking by us will, in no manner

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or form, diminish your and each of your principals' obligation to indemnify the Indemnities and to hold them harmless. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

8.2 You will be responsible for all loss or damage originating from or arising in connection with the operation of your area development business, and for all claims or demands for damages to property or for injury, illness or death of persons, directly or indirectly, resulting from said operation, and agrees to indemnify and hold us harmless against and from any of these claims, loss or damage.

8.3 You must maintain insurance as required under your individual franchise agreements for Bakeries to be open within the Development Area.

SECTION 9
DEFAULT AND TERMINATION

9.1 **Default and Termination.** Franchisor will have the right, at its option, to terminate this Agreement and all rights granted to you hereunder, without affording you any opportunity to cure such default, effective upon written notice to you, upon the occurrence of any of the following events: (i) if you fail to meet your development obligations as set forth in the Mandatory Development Schedule for any single Development Period, and fail to cure such default within 30 days of receiving notice thereof, or otherwise abandon your Area Development Business for three (3) consecutive months, or any shorter period that indicates an intent by you to discontinue development of Bakeries within the Development Area; (ii) if you become insolvent or are adjudicated bankrupt, or if any action is taken against you under any insolvency, bankruptcy or reorganization act, or if you make an assignment for the benefit of creditors or a receiver is appointed for you; or (iii) if any Franchise Agreement that is entered into in order to fulfill your development obligations under this Agreement is terminated or subject to termination by us, pursuant to the terms of that Franchise Agreement.

9.2 **Non-waiver.** Our delay in exercising or failing to exercise any right or remedy under this Agreement or our acceptance of any late or partial payment due hereunder will not constitute a waiver of any of our rights or remedies against you.

SECTION 10
AREA DEVELOPER'S OBLIGATIONS FOLLOWING TERMINATION

Upon termination or expiration of this Agreement for any reason, the parties agree that:

10.1. You will not directly or indirectly at any time or in any manner identify yourself or any business as a current or former Area Developer, licensee, or dealer of, or as otherwise associated with us, or directly or indirectly use any of our Proprietary Marks, any colorable imitation thereof or other indicia of a Bakery in any manner or for any purpose, or utilize for any purpose any trade name, trademark, service mark or other commercial symbol that suggests or indicates a connection or association with us, our affiliates, franchisees, and Area Developers, except in connection with any effective Franchise Agreements with Franchisor;

10.2 You will comply with the restrictive covenants set forth in Section 12 below.

10.3 You will retain the right to develop and operate Bakeries for which you have signed a Franchise Agreement, provided that this Agreement was not terminated as a result of your failure to comply with the terms of your existing Franchise Agreement(s). Your rights to any Bakeries for which there are no Franchise Agreements and your exclusivity in the Development Area will terminate immediately. Upon

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termination, we will have the right to develop the Development Area ourselves, or through our franchisees, licensees, or otherwise, at your sole discretion.

10.4 All of your obligations which expressly or by their nature service the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

SECTION 11
TRANSFER OF INTEREST

11.1 We have the right to sell, transfer, assign and/or encumber all or any part of our assets and our interest in, and rights and obligations under, this Agreement in our sole discretion.

11.2 You understand and acknowledge that the rights and duties set forth in this Agreement are personal to you, and that we have entered into this Agreement in reliance on your personal attributes and financial capacity. You will not, without our prior written consent, by operation of law or otherwise, sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any interest in this Agreement, nor offer, permit or suffer the same. You agree that any attempted or completed sale, assignment, transfer, or other act referred to in this Section 11.2 without our prior written consent will be null and void and will constitute a material breach which is good cause for immediate termination of this Agreement, without prior notice or opportunity to cure that material breach.

11.3 For purposes of this Agreement, each of the following will be deemed to be a transfer of this Agreement: (a) any sale, assignment, transfer or other conveyance by you or your owners, with or without consideration, of any right or interest granted to you by this Agreement; (b) any pledge, encumbrance or the grant of any security interest of any right or interest granted to you by this Agreement, without our prior written consent; (c) any sale at judicial sale or under power of sale, conveyance or retention of collateral in satisfaction of debt, or other procedure to enforce the terms of any pledge, encumbrance or security interest in this Agreement which results in disposition of all or any portion of your interest in this Agreement; and (d) if you form a Controlled Entity to operate the Area Development Business upon the terms and conditions set forth in Section 11.6 of this Agreement, the terms of this Section 11.3 will apply to any sale, resale, pledge, assignment, transfer or encumbrance of the voting stock of, or other ownership interest in, the Controlled Entity which would, alone or together with other related, previous, simultaneous or proposed transfers, result in a change of you "control" within the meaning of the Securities Exchange Act of 1934 and the regulations thereunder. Transfers of individual Bakeries will be governed by their respective Franchise Agreements.

11.4 If you wish to transfer any interest granted to you by this Agreement, you must give written notice of the proposed transfer to us, setting forth in detail the nature of the interest to be transferred, the name, address and background of the proposed transferee, the consideration for the transfer and any other information that we may reasonably require. The notice must also include a copy of any agreement(s) relating to the proposed transfer. Within 10 days from our receipt of the notice, we will determine whether to grant our consent to such transfer. Our consent will not be unreasonably withheld, provided that all of the conditions below are met:

11.4.1 The proposed transferee must follow the same application procedures as a new Area Developer and must meet and satisfy the same standards of character, business experience, credit standing, health, financial strength and any other criteria then used by us for new Area Developers;

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11.4.2 We have not exercised the right of first refusal granted to it in Section 11.7 of this Agreement.

11.4.3 All of your accrued monetary obligations to us and our subsidiaries and affiliates under this Agreement and all other agreements must be paid in full.

11.4.4 You must not be in default under this Agreement and any other agreements with us or our affiliates.

11.4.5 You agree to remain obligated under the provisions contained in Section 10 as if this Agreement had been terminated on the date of transfer.

11.4.6 At least one person employed by the transferee must have completed our training course.

11.4.7 You pay a transfer fee of $5,000, plus any brokerage commissions we incur in connection with any transfer.

11.4.8 The transferee Area Developer signs our then-current Area Development Agreement for the remainder of the Mandatory Development Schedule and Term.

11.4.9 You sign a general release in the form we prescribe, which will not be inconsistent with any applicable state regulations relating to renewals.

11.5 Transfer on Death or Incapacity.

11.5.1 In the event of your death, disability or incapacitation (or the death, disability or incapacitation of your managing owner, partners, shareholders, members, or personal guarantors), your legal representative, or your partner's or guarantor's respective legal representative, as applicable, will have the right to continue operating the Area Development Business as an Area Developer under this Agreement if: (i) within forty five (45) days from the date of death, disability or incapacity (the "45 Day Period"), such person has obtained our written approval and has executed our then-current franchise agreement for the unexpired term of the franchise, or has furnished a personal guaranty of any partnership, corporate or limited liability company franchisee's obligations towards us and our affiliates; and (ii) such person successfully completes our training program (which we will provide at our then-current tuition rate). Such assignment by operation of law will not be deemed in violation of this Agreement, provided such heirs or legatees accept the conditions imposed by this Agreement and any Franchise Agreements then in effect, and are acceptable to us.

11.5.2 We are under no obligation to operate the Area Development Business, or to incur any obligation on behalf of any incapacitated franchisee, during or after the 45 Day Period. If necessary, you (or your legal representative, as applicable) will appoint a previously approved acting interim manager to operate the Area Development Business during the 45 Day Period, if you or your owners are incapacitated. In the event of the death, disability, absence or otherwise of your owners, we may (but are not obligated to) operate the Area Development Business on your behalf and at your expense for such period of time (and under such terms and conditions) as we determine, including paying out the assets and/or revenues of the Area Development Business to cover any or all past, current and/or future obligations of the Area Development Business (including any amounts owed to us and our affiliates) in such priorities as we determine from time-to-time in our absolute discretion. We may pay ourselves a reasonable amount out of the Area Development

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Business as reimbursement for our management services and other costs. We may obtain approval of a court or mediator for any such arrangements, with the attorneys' fees and other costs incurred in connection with obtaining such approval to be charged against the assets and/or revenues of the Area Development Business. You and/or your estate will indemnify us against any costs and/or liabilities we incur in connection with, or related in any way to, the operation (or otherwise) of the Area Development Business.

11.6 If you are an individual and desire to assign your rights under this Agreement to a corporation or limited liability company, and if all of the following conditions are met, we will consent to the transfer without assessing the transfer fee set forth in Section 11.4.7 and such assignment will not be subject to our right of first refusal:

11.6.1 The corporation or limited liability company is newly organized and its activities are confined to operating the franchised business;

11.6.2 You are and at all times remain, the owner of 51% of the outstanding shares of the corporation or a controlling interest in the limited liability company;

11.6.3 The corporation or limited liability company agrees in writing to assume all of your obligations hereunder; and

11.6.4 All stockholders of the corporation, or members and managers of the limited liability company, as applicable, personally guarantee prompt payment and performance by the corporation or limited liability company of all of your obligations to us and our affiliates, under this Agreement and any other agreement between you and us and/or our affiliates and execute a noncompetition agreement.

11.7 If you propose to transfer either this Agreement or all, or substantially all, of the assets used in connection with the Area Development Business, you must first offer to sell such interest to us on the same terms and conditions as offered by such third party. You must obtain from the third party and provide to us a statement in writing, signed by the third party and you, of the terms of the offer ("Letter of Intent"). If Franchisor elects not to accept the offer within a ten (10) day period, you will have a period not to exceed sixty (60) days to complete the transfer described in the Letter of Intent subject to the conditions for approval set forth in herein. You are prohibited from making any sale or transfer as contemplated under the Letter of Intent without first complying with this Section 11. Any material change in the terms of the offer shall be deemed a new proposal subject to our right of first refusal. So long as you have obtained our prior written consent, which shall not be unreasonably withheld, a transfer to an existing partner or shareholder, or a transfer as a result of the death, disability or incapacitation of a shareholder or partner, in accordance with the provisions set forth below, is not subject to our first right of refusal.

11.8 Our consent to a transfer of your interest in this Agreement does not constitute a waiver of any claims we may have against you, nor does our consent to a transfer constitute a waiver of our right to demand exact compliance with any of the terms of this franchise by the transferee Area Developer.

SECTION 12
COVENANTS

You acknowledge that as a participant in our System, you will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which we have developed. Therefore, to protect us and all our other area developers and franchisees, you agree as follows:

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12.1 During the term of this Agreement. During the term of this Agreement, neither you, your officers, directors, or principals, nor any member of your immediate family or the immediate family of your officers, directors, or principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

12.1.1 Own, maintain, engage in, lend money to, extend credit to, have any interest in, or be employed as an officer, director, executive, or principal of any other business offering cakes, baking-related apparel or merchandise, or any other goods or services authorized or offered for sale by System franchisees; provided, however, that this Section does not apply to your operation of any other Bakery; or

12.1.2 Divert or attempt to divert any business or customers of your individual Bakeries to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System. You hereby acknowledge and agree that all customer lists and other customer information are our trade secrets.

12.2 Post Termination Non-Compete.

12.2.1 For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither you, your officers, directors, or principals, nor your immediate family nor any member of the immediate family of your officers, directors, or principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation enter into any business competing in whole or in part with us in granting franchises or licenses for businesses offering cakes or baking-related apparel or merchandise, or any other goods or services authorized or offered for sale by System franchisees at time this Agreement is terminated or expires.

12.2.2 For a period of two (2) years after the expiration, transfer or termination of this Agreement, regardless of the cause, neither you, your officers, directors, or principals, nor any member of the immediate family of the immediate family of your officers, directors, or principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

12.2.2.1 Own, maintain, engage in, lend money to, extend credit to, have any interest in, or be employed as an officer, director, executive, or principal of any other business offering cakes, or baking-related accessories or merchandise, or any other goods or services offered or authorized for sale by System franchisees at the time this Agreement is terminated or otherwise expires, (1) within the Development Area; or (2) within a radius of ten (10) miles of the perimeter of (a) the Development Area being granted hereunder or (b) any other Development Area or Territory licensed or operated by us as of the date of expiration or termination of this Agreement; or

12.2.2.2 Solicit business from customers of your former Bakery(s) (if we elect to exercise our cross-default rights under this Agreement) or contact any of our suppliers or vendors for any competitive business purpose nor solicit any of franchisor's employee, or the employees of our affiliates or any other System Area Developer to discontinue employment.

12.3 Nothing in this Section 12 is intended to prohibit you from operating Bakeries pursuant to effective Franchise Agreements with us.

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12.4 It is the parties' intent that the provisions of this Section 12 be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Section 12 by you, any of your principals, or any member of the immediate family of you or your principals, we will be entitled to an injunction restraining such person from any such actual or threatened breach. You agree that in the event of the actual or threatened breach of this Section 12, our harm will be irreparable and that we have no adequate remedy at law to prevent such harm. You acknowledge and agree on your own behalf and on behalf of the persons who are liable under this Section 12 that each has previously worked or been gainfully employed in other careers and that the provisions of this Section 12 in no way prevent any such person from earning a living. You further acknowledge and agree that the time limitation of this Section 12 shall be tolled during any default under this Section.

SECTION 13
NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by certified or registered mail to the respective parties at the addresses set forth above unless and until a different address has been designated by written notice to the other party.

Notices to us:	Nothing Bundt Franchising, LLC 4560 Belt Line Road, Suite 350 Addison, Texas 75001 ATTENTION: CEO/President
Copy to:	Lane Fisher, Esq. Fisher Zucker LLC 21 South 21st Street Philadelphia, PA 19103
Notices to you:	_____ _____ _____

Any notice by certified or registered mail shall be deemed to have been given at the date and time of mailing.

SECTION 14
DISPUTE RESOLUTION

14.1 This Agreement shall be deemed to have been made in the State of Texas and shall be construed according to the laws of Texas, without regard to its choice of law provisions.

14.2 You must first bring any claim or dispute between you and us to our President, with thirty (30) days written notice and opportunity to cure. You must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt internal dispute resolution shall survive termination or expiration of this Agreement.

14.3 At our option, all claims or disputes between us or our affiliates and you arising out of, or in any way relating to, this Agreement or any other agreement by and between us or our affiliates and you, or any of the parties' respective rights and obligations arising from such agreement, must be submitted first

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to mediation in Dallas, Texas, under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against us or our affiliates with respect to any such claim or dispute, you must submit a notice to us, which specifies, in detail, the precise nature and grounds of such claim or dispute. We will have a period of 30 days following receipt of such notice within which to notify you whether we or our affiliates elect to exercise our option to submit such claim or dispute to mediation. You cannot commence any action against us or our affiliates with respect to any such claim or dispute in any court unless we fail to exercise our option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of our written declaration by. We may specifically enforce our right to mediation. Each party shall bear its own cost of mediation and the parties shall share mediation costs equally. This agreement to mediate at our option shall survive termination or expiration of this Agreement.

14.3.1 The parties shall not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 14 if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating):

a) Any federally protected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information;

b) Any claims arising out of or pertaining to any warranty issued; or

c) Any of the restrictive covenants contained in this agreement.

14.4 Our officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of this Agreement and the mediation other dispute resolution provisions contained herein, each having authority to specifically enforce the right to mediate and litigate claims asserted against such person(s) by you.

14.5 Nothing contained in this Agreement shall prevent us from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect our interests. The parties expressly agree to the jurisdiction and venue of any court of general jurisdiction in Dallas, Texas, and the jurisdiction and venue of the United States District Court for the Northern District of Texas. You acknowledge that this Agreement has been entered into in the State of Texas, and that you are to receive valuable and continuing services emanating from our headquarters in Dallas, Texas, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, you hereby irrevocably consent to the personal jurisdiction of the state and federal courts of Texas as set forth herein. The parties agree that all proceedings will be conducted on an individual, not a class-wide basis, and that any proceeding between you, your guarantors, and we or our affiliates or employees may not be consolidated with any other proceeding between us and any other party or entity.

14.6 The you further agree that no cause of action arising out of or under this Agreement may be maintained by you against us unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim against us, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense or set-off.

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14.7 You waive, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) which you may have against us arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, your recovery shall be limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

14.8 If you are in breach of any monetary or non-monetary material obligation under this Agreement or any related agreement between you and us and/or our affiliates, and we engage an attorney to enforce our rights (whether or not formal judicial proceedings are initiated), you must pay all of our reasonable attorneys' fees, court costs and litigation expenses we incur. If you institute any legal action to interpret or enforce the terms of this Agreement, and your claim in such action is denied or the action is dismissed, we are entitled to recover our reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

14.9 Our failure to insist upon strict compliance with any provision of this Agreement shall not be a waiver of our right to do so, any law, custom, usage or rule to the contrary notwithstanding. Delay or omission by us respecting any breach or default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Agreement shall be cumulative. Our election to exercise any remedy available by law or contract shall not be deemed a waiver or preclude exercise of any other remedy.

14.10 No Personal Liability. You agree that fulfillment of any and all of our obligations written in this Agreement or based on any oral communications which may be ruled to be binding in a Court of Law shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with our franchise company shall be personally liable to you for any reason. This is an important part of this Agreement. You agree that nothing that you believe you have been told by us or our representatives will be binding unless it is written in this Agreement. This is an important part of this Agreement. Do not sign this Agreement if there is any question concerning its contents or any representations made.

14.11 Jury Trial Waiver. WITH RESPECT TO ANY PROCEEDING NOT SUBJECT TO MEDIATION, THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THE PERSONAL GUARANTY OR THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR YOUR PURCHASE FROM US OF ANY FRANCHISE, OPTION AND/OR ANY GOODS OR SERVICES.

SECTION 15
SEVERABILITY AND CONSTRUCTION

15.1 This Agreement contains the entire agreement between the parties concerning the Area Development Business; no promises, inducements or representations not contained in this Agreement have been made, nor shall any be of any force or effect, or binding on the parties. Modifications of this Agreement must be in writing and signed by both parties. We reserve the right to change our policies, procedures, standards, specifications or manuals at our discretion. Nothing in the Agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

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15.2. Any provisions of this Agreement which may be reasonably interpreted to impose any obligation after termination or expiration hereof shall survive such termination or expiration and be binding upon the parties.

15.3. The parties agree that if any provisions of this Agreement may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision shall have the meaning, which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed according to fair meaning and not strictly construed against either party. The provisions of this Agreement are severable, and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable. If any material provision of this Agreement shall be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, we reserve the right to terminate this Agreement.

15.4. The term "you" shall be construed to refer to the male or female gender in all cases where you are an individual, masculine or feminine modifiers and pronouns notwithstanding. The term "principals" shall include your general and limited partners, if you are a partnership, your officers, directors and shareholders, if you are a corporation, and your members and managers, if you are a limited liability company. The paragraph captions are inserted only for convenience and reference, and are not intended to define, limit or describe the scope, intent or language of this Agreement or any provisions hereof.

15.5. This Agreement shall be binding upon the parties and their heirs, executors, personal representatives, successors and assigns. All signatories to this Agreement and all partners of a partnership Area Developer, all officers, directors and shareholders of a corporate Area Developer, and all members and managers of a limited liability company, shall be jointly and severally liable for the performance of all terms, covenants and conditions hereof.

SECTION 16
GUARANTY OF OBLIGATIONS

If you are a corporation, or subsequent to execution hereof, you assign this Agreement to a corporation (or if you are a partnership, or subsequent to execution hereof, you assign this Agreement to a partnership, all general partners and their spouses, or if you are a limited liability company, or subsequent to execution hereof you assign this Agreement to a limited liability company, all members and managers and their spouses) hereby personally and unconditionally guarantee without notice, demand, or presentment, the payment of all of your monetary obligations under this Agreement, and any other agreement between you and us and/or our affiliates, as if each were an original party to this or any other agreement in his or her individual capacity. All such personal guarantors further agree to be bound by the restrictions upon your activities upon transfer, termination, or expiration and nonrenewal of this Agreement as if each were an original party to this Agreement in his or her individual capacity. All such personal guarantors and their spouses must execute a continuing personal guarantee in the form attached hereto as Exhibit B.

SECTION 17
ACKNOWLEDGEMENTS

17.1 The success of the business venture contemplated to be undertaken by you by virtue of this Agreement is speculative and depends, to a large extent, upon your ability as an independent businessman, and your active participation in the daily affairs of the business as well as other factors. We do not make any

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representations or warranty, express or implied, as to the potential success of the business venture contemplated hereby.

17.2 You acknowledge that it has entered into this Agreement after making an independent investigation of our operations and not upon any representation as to gross revenues, volume, potential earnings or profits which you in particular might be expected to realize, nor has anyone made any other representation which is not expressly set forth herein, to induce you to accept this license and execute this agreement.

17.3 You represent that you have read this Agreement in its entirety and that it has been given the opportunity to clarify any provisions that it did not understand and to consult with an attorney or other professional advisor. You further represent that you understand the terms, conditions and obligations of this Agreement and agrees to be bound thereby.

17.4 You hereby acknowledge that your timely development of Bakeries in the Development Area in accordance with the Minimum Performance Schedule is of material importance to you and us. You agree, as a condition of the continuance of the rights granted hereunder, to develop and open Bakeries within the Development Area in accordance with the Minimum Performance Schedule, to operate such Bakeries pursuant to the terms of the Franchise Agreements and to maintain all such Bakeries in operation continuously. We agree to diligently act upon any request of or approval from us and any material delay in your ability to meet the Minimum Performance Schedule which is directly caused by our failure to act diligently upon a request for approval shall not constitute a default hereunder. Further, a failure or delay in performance by any party to this Development Agreement shall not be a default hereunder if such failure or delay arises out of or results from a Force Majeure, which for purposes of this Development Agreement shall be defined as fire, flood, earthquake or other natural disasters, or acts of a public enemy, war, rebellion or sabotage.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Agreement the date and year first written above.

NOTHING BUNDT FRANCHISING, LLC

By:_____
Name:_____
Title:_____

AREA DEVELOPER:

By:_____
Name:_____
Title:_____

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NOTHING BUNDT FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT

EXHIBIT A
SINGLE UNIT FRANCHISE AGREEMENT

NOTHING BUNDT FRANCHISING, LLC
AREA DEVELOPMENT AGREEMENT

EXHIBIT B
PERSONAL GUARANTY

(TO BE EXECUTED BY AREA DEVELOPER'S OWNERS IF AREA DEVELOPER IS A PARTNERSHIP, LIMITED LIABILITY COMPANY, CORPORATION, OR OTHER LEGAL ENTITY)

NOTE: IF AREA DEVELOPER IS A CORPORATION, EACH OF AREA DEVELOPER'S SHAREHOLDERS AND THEIR SPOUSES MUST EXECUTE THE FOLLOWING UNDERTAKING. IF AREA DEVELOPER IS A PARTNERSHIP, EACH OF AREA DEVELOPER'S GENERAL PARTNERS AND THEIR SPOUSES MUST EXECUTE THE FOLLOWING UNDERTAKING. IF AREA DEVELOPER IS A LIMITED LIABILITY COMPANY, EACH OF AREA DEVELOPER'S MEMBERS AND MANAGERS AND THEIR SPOUSES MUST EXECUTE THE FOLLOWING UNDERTAKING.

ARTICLE I
PERSONAL GUARANTY

The undersigned persons (individually and collectively "you") hereby represent to Nothing Bundt Franchising, LLC ("Franchisor") that you are all of the shareholders of the Area Developer, or all of the general partners of the Area Developer, or all of the members and managers, or the spouse of any such shareholder, general partner, or member or manager of _____ ("Area Developer"), as the case may be. In consideration of the grant by Franchisor to the Area Developer as herein provided, each you hereby agree, in consideration of benefits received and to be received by each of you, jointly and severally, and for yourselves, your heirs, legal representatives and assigns, to be firmly bound by all of the terms, provisions and conditions of the foregoing Nothing Bundt Franchising, LLC Area Developer Agreement, and any other agreement between you and us and/or its affiliates, and do hereby unconditionally guarantee the full and timely performance by Area Developer of each and every obligation of Area Developer under the aforesaid Area Developer Agreement or other agreement between Franchisor and Area Developer, including, without limitation, any indebtedness of Area Developer arising under or by virtue of the aforesaid Area Developer Agreement and that you (jointly and individually) will not permit or cause any change in the percentage of Area Developer owned, directly or indirectly, by any person, without first obtaining the written consent of Franchisor prior to said proposed transfer, which consent must not be unreasonably withheld, and without first paying or causing to be paid to Franchisor the transfer fee provided for in said Area Developer Agreement, if applicable, and without otherwise complying with the transfer provisions of the foregoing Area Developer Agreement. You further agree to be bound by the in-term and post-term covenants against competition of the aforesaid Area Developer Agreement.

ARTICLE II
CONFIDENTIALITY

During the initial and any renewal terms of the Area Developer Agreement and this Guaranty, you will receive information, which Franchisor considers its trade secrets and confidential information ("Confidential Information"). You shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information and trade secrets, including, without limitation, Franchisor's Proprietary Recipes and other standards for preparing and packaging Products, Franchisor's trade secrets, advertising strategies, price marketing mixes related to Products and other food and beverage items offered by Bakeries, supplier networks and pricing arrangements with suppliers, the E-Commerce Program,

National Account networks, the Operations Manual and training procedures, sales promotion aids, business forms, merchandising procedures, accounting procedures, marketing reports, inventory systems, copyrighted materials, and other methods, techniques and know-how concerning the operation of the Bakery which may be communicated to you or of which you may be apprised by virtue of your position as a Guarantor of the Area Developer. You also acknowledge and agree that certain information, including (i) current customer ("Guest") and prospective Guest names and addresses; (ii) information about credit extensions to Guests; (iii) Guest purchasing histories; (iv) rates charged to Guests; and (v) CRM reports (subsections (i)-(v) collectively shall be referred to as "Guest Lists") also constitute our trade secrets and Confidential Information. Any and all information, knowledge, know-how, techniques, and other data, which Franchisor designates as confidential, will be deemed Confidential Information for purposes of this Agreement.

ARTICLE III
NON-COMPETITION

You acknowledge that as a participant in the Franchisor's System, you will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which Franchisor has developed. Therefore, to protect Franchisor and all Franchisor's franchisees, you agree as follows:

1) **During the Term of the Area Developer Agreement and this Guaranty.** During the term of the Area Developer Agreement and this Personal Guaranty, neither you, nor your principals, officers, directors, nor any member of their immediate family may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

(a) Own, maintain, engage in, lend money to, extend credit to, have any interest in, or be employed as an officer, director, executive, or principal of any other business offering cakes, or baking-related apparel and merchandise, or other goods or services offered or authorized for sale by System franchisees; provided, however, that this Section does not apply to your operation of any other Bakery; or

(b) Divert or attempt to divert business or customers of any Area Developer-owned Bakeries to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

2) **After the Term of the Area Development Agreement.**

(a) For a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Area Development Agreement, regardless of the cause, neither you, your officers, directors, or principals, nor any member of their immediate family may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation enter into any business competing in whole or in part with Franchisor in granting franchises or licenses to operate businesses offering and selling cakes, or baking-related apparel or merchandise, or any other goods or services offered or authorized for sale by System franchisees at the time the Area Development Agreement is terminated or otherwise expires and is not renewed.

(b) For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither you, your principals, nor any member of their immediate family may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

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(i) Own, maintain, engage in, be employed by, lend money to, have any interest in, or be employed as an officer, director, executive, or principal of any other businesses offering and selling cakes, or baking-related apparel or merchandise, at the time the Agreement is terminated or otherwise expires and is not renewed, (i) within the Development Area; or (ii) within a radius of ten (10) miles of the perimeter of (a) the Development Area being granted under the Area Development Agreement; or (b) any other Development Area, or Territory licensed by Franchisor as of the date of expiration or termination of the Area Development Agreement;

(ii) Solicit business from customers of Area Developer's former Bakery (if Franchisor elects to exercise its cross-default rights under the Area Development Agreement);

(iii) Contact any of Franchisor's suppliers or vendors for any competitive business purpose, or

(iv) Solicit any of Franchisor's employees, or the employees of Franchisor's affiliates, or any other System franchisee to discontinue employment.

3) **Intent and Enforcement.** It is the parties' intent that the provisions of this Article III be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Article III by you, any of your principals, or any members of their immediate family, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. You agree that in the event of the actual or threatened breach of this Article III, Franchisor's harm will be irreparable and that Franchisor has no adequate remedy at law to prevent such harm. You acknowledge and agree on your own behalf and Area Developer's behalf that each of you have previously worked or been gainfully employed in other careers and that the provisions of this Article III in no way prevent you from earning a living. You further acknowledge and agree that the time limitation of this Article III shall be tolled during any default under this Guaranty.

ARTICLE IV
DISPUTE RESOLUTION

1) **Acknowledgment.** You acknowledge that this Guaranty is not an Area Developer Agreement or Franchise Agreement and does not confer upon you any rights to use the Franchisor's proprietary marks or its system.

2) **Governing Law.** This Guaranty shall be deemed to have been made in and governed by the laws of the state of Texas.

3) **Internal Dispute Resolution.** You must first bring any claim or dispute arising out of or relating to the Area Developer Agreement or this Personal Guaranty to Franchisor's Chief Executive Officer and/or President. You agree to exhaust this internal dispute resolution procedure before bringing any dispute before a third party. This agreement to resolve all disputes internally shall survive expiration or termination of the Area Development Agreement.

4) **Mediation.** At Franchisor's option, all claims or disputes between you and Franchisor arising out of, or in any way relating to, this Personal Guaranty or the Area Development Agreement or any other agreement by and between you and the Franchisor, or any of the parties' respective rights and obligations arising from such agreements, which are not first settled by the internal dispute resolution procedure set forth in Section 3 above, must be submitted first to mediation in Dallas, Texas, under the

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auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, you must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of 30 days following receipt of such notice within which to notify you as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. You may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party shall bear its own cost of mediation and the parties shall share the cost of mediator. This agreement to mediate at Franchisor's option shall survive termination or expiration of the Area Development Agreement.

a) The parties shall not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 4 if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating):

   i. Any federally protected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information;

   ii. Any claims arising out of or pertaining to any warranty issued;

   iii. Any of the restrictive covenants contained in this agreement;

   iv. Any claims to collect past due amounts owed to us or our affiliates.

5) **Third Party Beneficiaries.** Franchisor's officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of the Area Developer Agreement and this Guaranty, and the mediation and other dispute resolution provisions contained herein, each having authority to specifically enforce the right to mediate and litigate claims asserted against such person(s) by you.

6) **Injunctive Relief.** Nothing contained in this Guaranty shall prevent Franchisor from applying to or obtaining from any court having jurisdiction, without bond, a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interest prior to the filing of any mediation or judicial proceeding or pending the trial or handing down of a decision or award pursuant to any mediation or judicial proceeding conducted hereunder.

7) **Jurisdiction and Venue.** With respect to any proceeding not subject to mediation, the parties expressly agree to submit to the jurisdiction and venue of any court of general jurisdiction in Dallas, Texas, and the jurisdiction and venue of the United States District Court for the Northern District of Texas.

8) **Jury Trial Waiver.** WITH RESPECT TO ANY PROCEEDING NOT SUBJECT TO MEDIATION, THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS PERSONAL GUARANTY OR THE AREA DEVELOPER AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR YOUR PURCHASE FROM FRANCHISOR OF THE FRANCHISE, OPTION AND/OR ANY GOODS OR SERVICES.

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9) **Waiver of Punitive Damages.** You waive to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) which you may have against us arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, your recovery shall be limited to actual damages. If any other term of this Personal Guaranty is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

10) **Limitation on Action.** You agree that no cause of action arising out of or under this Guaranty or the Area Development Agreement may be maintained by you unless brought before the expiration of one (1) years after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim against the Franchisor, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense or set-off.

11) **Attorneys' Fees.** In the event Franchisor engages an attorney to enforce its rights under the Franchise Agreement, this Personal Guaranty, or any related agreement between you and Franchisor and/or its affiliates (whether or not formal judicial proceedings are initiated), you must pay all of Franchisor's reasonable attorneys' fees, court costs and litigation expenses. If you institute any legal action to interpret or enforce the terms of this Agreement, and your claim in such action is denied or the action is dismissed, Franchisor is entitled to recover its reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

12) **Nonwaiver.** Franchisor's failure to insist upon strict compliance with any provision of this Personal Guaranty and the Area Developer Agreement shall not be a waiver of Franchisor's right to do so, any law, custom, usage or rule to the contrary notwithstanding. Delay or omission by Franchisor with respect to any breach or default shall not affect Franchisor's rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Guaranty shall be cumulative. Franchisor's election to exercise any remedy available by law or contract shall not be deemed a waiver or preclude exercise of any other remedy.

13) **Severability.** The parties agree that if any provisions of this Guaranty may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision shall have the meaning, which renders it valid and enforceable. The language of all provisions of this Guaranty shall be construed according to fair meaning and not strictly construed against either party. The provisions of this Guaranty are severable, and this Guaranty shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable. If any material provision of this Guaranty shall be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, Franchisor reserves the right to terminate this Guaranty.

14) **Construction of Language.** Any term defined in the Area Developer Agreement which is not defined in this Guaranty will be ascribed the meaning given to it in the Area Developer Agreement. The language of this Guaranty will be construed according to its fair meaning, and not strictly for or against either party. All words in this Guaranty refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and

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several. Headings are for reference purposes and do not control interpretation.

15) **Successors**. References to "Franchisor" or "the undersigned," or "you" include the respective parties' successors, assigns or transferees.

16) **No Personal Liability**. You agree that fulfillment of any and all of Franchisor's obligations written in this Guaranty or in the Area Developer Agreement or based on any oral communications which may be ruled to be binding in a court of law shall be Franchisor's sole responsibility and none of Franchisor's agents, representatives, nor any individuals associated with Franchisor's franchise company shall be personally liable to Area Developer or you for any reason.

PERSONAL GUARANTORS	**SPOUSES**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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EXHIBIT D TO THE DISCLOSURE DOCUMENT
FINANCIAL STATEMENTS

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CERTAIN OF THE FOLLOWING FINANCIAL STATEMENTS BELOW HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

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NBC Franchising

Consolidated Balance Sheets

	10/27/2019
Assets	
Current	
Cash	948,594
Restricted Cash	2,684,599
Accounts Receivable	593,404
Amounts due from related parties	2,943,518
Prepaid expeneses and other current assets	2,098,524
Total current assets	9,268,639
	737,217
Property and equipment, net	
Other assets	8,697
Total assets	10,014,553
Liabilities and Members' Equity	
Current	
Accounts Payable	1,050,478
Accrued expenses	751,624
Deferred Revenue	1,689,500
Amounts due to related parties	
Other current liabilities	2,995,702
Total current liabilities	6,487,304
Member's Equity	3,527,249
Total liabilities and member's equity	10,014,553

NBC Franchising

Consolidated Statement of Operations

		10/27/2019
Revenues		
Franchise fees	$	970,000
Royalty fees		13,475,643
Freight and other revenue		127,662
		14,573,305
Expenses		
Operating Expense		5,662,255
General and administrative expenses		1,234,455
Depreciation and amortization		184,126
		7,080,836
Net income	$	7,492,469

Nothing Bundt Franchising, LLC

Consolidated Financial Statements

As of and for the 52 week period ended December 30, 2018 and the 53 week period ended December 31, 2017

The report accompanying these consolidated financial statements was issued by BDO USA, LLP, a Delaware limited liability partnership and the U.S. member of BDO International Limited, a UK company limited by guarantee.

Nothing Bundt Franchising, LLC

Consolidated Financial Statements

As of and for the 52 week period ended December 30, 2018 and the 53 week period ended December 31, 2017

Nothing Bundt Franchising, LLC

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Independent Auditor's Report

The Members
Nothing Bundt Franchising, LLC
Addison, Texas

We have audited the accompanying consolidated financial statements of Nothing Bundt Franchising, LLC which comprise the balance sheets as of December 30, 2018 and December 31, 2017, and the related statements of income, members' equity and cash flows for the 52 week period ended December 30, 2018 and the 53 week period ended December 31, 2017, and the related notes to the financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Nothing Bundt Franchising, LLC as of December 30, 2018 and December 31, 2017 and the results of its operations and its cash flows for the 52 week period ended December 30, 2018 and the 53 week period ended December 31, 2017 in accordance with accounting principles generally accepted in the United States of America.

April 16, 2019

Consolidated Financial Statements

Nothing Bundt Franchising, LLC

Consolidated Balance Sheets

	December 30, 2018	December 31, 2017
Assets		
Current		
Cash	$ 579,252	$ 648,061
Restricted cash	3,357,330	3,112,546
Accounts receivable	443,556	54,883
Amounts due from related parties	912,461	-
Prepaid expenses and other current assets	254,679	37,899
Total current assets	5,547,278	3,853,389
Property and equipment, net	644,795	354,263
Other assets	8,697	10,255
Total assets	$ 6,200,770	$ 4,217,907
Liabilities and Members' Equity		
Current		
Accounts payable	$ 298,011	$ 144,567
Accrued expenses	991,671	1,244,980
Deferred revenue	1,452,500	710,000
Amounts due to related parties	-	863,298
Other current liabilities	2,510,376	2,392,902
Total current liabilities	5,252,558	5,355,747
Members' Equity	948,212	(1,137,840)
Total liabilities and members' equity	$ 6,200,770	$ 4,217,907

See accompanying notes to consolidated financial statements.

Nothing Bundt Franchising, LLC

Consolidated Statements of Operations

	52 weeks ended December 30, 2018	53 weeks ended December 31, 2017
Revenues		
Franchise fees	$ 1,150,000	$ 1,270,000
Royalty fees	13,716,856	10,622,902
Miscellaneous	88,048	177,116
	14,954,904	12,070,018
Expenses		
Operating expenses	5,257,795	4,764,361
General and administrative expenses	2,763,274	1,791,914
Depreciation	131,215	69,411
	8,152,984	6,625,686
Net income	$ 6,801,920	$ 5,444,332

See accompanying notes to consolidated financial statements.

Nothing Bundt Franchising, LLC

Consolidated Statements of Members' Equity

	Total Members' Equity
Balance at December 31, 2016	$ 1,589,123
Distribution to members	(113,164)
Contributions from members	405,205
Share-based compensation	303,892
Net income	5,444,332
Advances to related party	(8,767,228)
Balance at December 31, 2017	(1,137,840)
Distribution to members	(33,585)
Share-based compensation	540,836
Net income	6,801,920
Advances to related party	(5,223,119)
Balance at December 30, 2018	$ 948,212

See accompanying notes to consolidated financial statements.

Nothing Bundt Franchising, LLC

Consolidated Statements of Cash Flows

	52 weeks ended December 30, 2018	53 weeks ended December 31, 2017
Cash flows from operating activities		
Net income	$ 6,801,920	$ 5,444,332
Adjustments to reconcile net income to net cash (used in) provided by operating activities:		
Depreciation	131,215	69,411
Share-based compensation	540,836	303,892
Changes in operating assets and liabilities:		
Accounts receivable	(388,673)	280,102
Amounts due from related parties	(1,775,759)	869,250
Prepaid expenses and other current assets	(216,780)	120,230
Other assets	1,558	(3,661)
Accounts payable and accrued expenses	(99,865)	1,031,460
Deferred revenue	742,500	(352,500)
Other current liabilities	117,474	425,701
Net cash provided by (used in) operating activities	5,854,426	8,188,217
Cash flows used in investing activities		
Purchase of property and equipment	(421,747)	(130,840)
Net cash used in investing activities	(421,747)	(130,840)
Cash flows from financing activities		
Contribution from members	-	405,205
Distributions to members	(33,585)	(113,164)
Advances to related party	(5,223,119)	(8,767,228)
Net cash (used in) provided by financing activities	(5,256,704)	(8,475,187)
Net increase (decrease) in cash and restricted cash	175,975	(417,810)
Cash and restricted cash, beginning of year	3,760,607	4,178,417
Cash and restricted cash, end of year	$ 3,936,582	$ 3,760,607
Supplemental disclosure of cash flow information		
Cash paid for taxes	$ 441,356	$ 39,687

See accompanying notes to consolidated financial statements.

1. Organization and Nature of Business

Nothing Bundt Franchising, LLC d/b/a Nothing Bundt Cakes Enterprises (the "Company"), a limited liability company, was formed on May 22, 2006 in the State of Nevada. The Company is a successor company to Nothing Bundt Franchising, Inc. (a Subchapter S corporation), which was incorporated on October 27, 2005. The Company was formed to grant the rights to own and operate Nothing Bundt Cakes Stores, which specialize in selling decorated bundt cakes and other related gift items. The Company shall grant each franchisee a transferable right and license to use the "System," the proprietary marks, and to market, sell, and provide the approved products in accordance with the System. The System consists of certain trademarks, service marks, and commercial symbols, including the mark "Nothing Bundt Cakes," certain store design décor and images, all of which the Company may modify from time to time. GiftingU, a wholly owned subsidiary of the Company, was formed in 2015 to track gift cards system wide.

Through December 30, 2018, 350 franchises were granted, of which 17 were terminated. During 2018, the Company granted 57 franchises, 2 franchises were renewed, 2 franchises were transferred, 1 was terminated, 0 franchises were closed, and 42 franchises opened. Through December 31, 2017, 293 franchises were granted, of which 16 were terminated. During 2017, the Company granted 47 franchises, 5 franchises were renewed, no franchises were transferred, 5 franchises were terminated, 0 franchises were closed, and 47 franchises opened. Of the franchises granted during 2018 and 2017, 40 franchises that were granted in 2018, and 6 granted in 2017 were not yet operating as of December 30, 2018. At December 30, 2018 and December 31, 2017, the Company had 276 (275 U.S. and 1 Canadian) and 234 (233 U.S. and 1 Canadian) operating franchises, respectively. Through December 30, 2018, the Company has 6 Company Owned bakeries.

NBC Holdings, LLC, a Delaware corporation ("Holdings" or "Parent"), was incorporated on September 28, 2016 for the purpose of acquiring NBC Intermediate, LLC ("Intermediate"). On September 30, 2016, Holdings acquired all of the outstanding shares of Intermediate, which wholly owned all of the outstanding stock of the Company. These financial statements do not include adjustments for push-down accounting as a result of the sale of the company's former parent which was completed on September 30, 2016.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts and activities of the Company and its subsidiary. All significant intercompany accounts and transactions have been eliminated in consolidation.

Cash and Cash Equivalents

Cash equivalents, if any, consist of liquid investments with maturities of three months or less at the time of purchase.

Restricted Cash

The Company receives advertising fund fees from its franchisees based on franchisee sales. The franchise agreements restrict the advertising fund fees for the purposes of promoting the Nothing

Bundt Cakes brand. This is recorded as restricted cash on the balance sheet with an offsetting amount in the advertising fund liability.

Revenue Recognition

Franchise Fee Income - Franchise and area development fees, which are typically received prior to completion of the revenue recognition process, are initially recorded as deferred revenue. These franchise fees, which are nonrefundable, are recognized as revenue at the time all material services required to be provided by the Company have been substantially performed. Transfer fee income, included in other income, is recognized upon completion of the transfer of the franchise between franchisees. Extension fee income, included in other income, is recognized upon receipt.

Royalty Fee Income - Royalty fee income is recognized weekly based on net revenues of the franchises, as defined in the franchise agreement.

Accounts Receivable

Accounts receivable are recorded at their estimated realizable value after reduction for an allowance for estimated uncollectible accounts. The allowance for uncollectible accounts is determined primarily through specific identification and evaluation of significant past due amounts, supplemented by an estimate applied to the remaining balance of past due accounts, which is based on historical experience. At December 30, 2018 and December 31, 2017, no allowances for doubtful accounts were deemed necessary.

Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates.

Property and Equipment

Property and equipment is stated at cost less accumulated depreciation and amortization. Depreciation is computed over the estimated useful lives of the assets (5 to 7 years) using the straight-line method. Amortization of leasehold improvements is computed on the straight-line basis over the life of the lease or the economic useful lives of the assets, whichever is shorter. Upon disposition of assets, the related costs and accumulated depreciation and amortization are eliminated, and any gain or loss is included in the statements of operations. Expenditures for major improvements are capitalized. Maintenance and repairs are expensed.

Income Taxes

The Company, which is classified as a partnership for federal income tax purposes, is not subject to federal and certain state income taxes and, accordingly, makes no provision for federal and certain state income taxes in its consolidated financial statements. The Company's taxable income or loss is reportable by its members.

The Company follows the accounting for uncertainty in income taxes guidance, which clarifies the accounting and disclosures for uncertainty in income taxes recognized in the Company's consolidated financial statements and addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the consolidated financial statements. The Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the taxing authorities based on the technical merits of the position.

The Company files federal and various state and local tax returns. The Company's tax returns remain subject to examination for periods ranging from three to four years. The earliest tax year that is subject to examination is 2014.

The Company did not have material unrecognized tax benefits as of December 30, 2018 and does not expect this to change significantly over the next 52 weeks. The Company will recognize interest and penalties accrued on any unrecognized tax benefits as a component of other expense.

On December 22, 2017, the U.S government enacted comprehensive tax legislation commonly referred to as the Tax Cuts and Jobs Act (The "Tax Act"). The Tax Act, among other things, reduces the U.S. federal corporate tax rate and imposes significant limitations on certain corporate deductions and credits. The Tax Act places future limitations on the usage of net operating loss carryforwards generated in the year ended December 30, 2018 and after. The Tax Act is comprehensive containing several other provisions, some of which will not materially impact the Company. The estimates of the Tax Act may be adjusted in future periods as required. The Tax Act has significant complexity and future implementation guidance from the Internal Revenue Service, clarifications of state tax law or the completion of the Company's 2018 tax return filings could all impact these estimates. The Company does not believe potential adjustments in future periods would materially impact the Company's financial condition or results of operations.

Gift Cards

The Company offers gift cards through the individual bakeries within the franchise system. This revenue is recorded as a liability until the card is redeemed at a bakery. When the gift card is redeemed at the bakery level, the funds are released to the redeeming bakery with revenue being recorded to the bakery.

Advertising Fund

The Company maintains an advertising fund to promote general brand recognition of the Nothing Bundt Cakes system, services and products sold by franchisees. Advertising materials and services are provided to the franchisees through the advertising fund. Under the terms of the various franchise agreements in effect, each franchisee contributes one to three percent of gross revenues of the franchise to the advertising fund. The Company accounts for the receipt of advertising fees as a liability, and the corresponding advertising costs as charges against the liability as they are incurred. Should the Company spend funds in excess of what it collects, the excess shall be recorded as an asset against which future advertising fees will offset.

Contingencies

Various legal actions and claims which have arisen in the normal course of business may be pending against the Company from time to time. It is the opinion of management that the ultimate

resolution of these contingencies will not have a material effect on the financial condition, results of operations or liquidity of the Company.

Advertising

Advertising and marketing costs are expensed as incurred.

Reclassifications

Certain amounts in the fiscal year 2017 financial statements have been reclassified to conform to the fiscal year 2018 financial statement presentation. Such reclassifications had no effect on the net income.

Recent Accounting Pronouncements

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows*, which is intended to reduce diversity in practice in how certain transactions are classified in the statement of cash flows. The standard is effective for annual reporting periods beginning after December 15, 2018. The Company is evaluating the future impact of ASU 2016-15, but does not expect it to have a significant impact on its consolidated financial position, results of operations or cash flows.

In February 2016, the FASB issued ASU 2016-02, *Leases*, which requires entities to recognize right-of-use assets and lease liabilities on its balance sheet and disclose key information about leasing arrangements. This standard offers specific accounting guidance for a lessee, a lessor and sale and leaseback transactions. Lessees and lessors are required to disclose qualitative and quantitative information about leasing arrangements to enable a user of the financial statements to assess the amount, timing and uncertainty of cash flows arising from leases. The standard is effective for annual reporting periods beginning after December 15, 2019. The Company is in the process of evaluating the future impact of ASU 2016-02 on its consolidated financial position, results of operations and cash flows.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), which supersedes the revenue recognition requirements in Topic 605, *Revenue Recognition*. In August, 2015 the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date* which amended ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)* to defer the effective date of ASU No. 2014-09 for all entities by one year. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of goods to customers in an amount that reflects the consideration to which the entity expects in exchange for those goods. To achieve that core principle, an entity should apply the following steps:

-Step 1: Identify the contract(s) with a customer.
-Step 2: Identify the performance obligations in the contract.
-Step 3: Determine the transaction price.
-Step 4: Allocate the transaction price to the performance obligations in the contract.
-Step 5: Recognize revenue when (or as) the entity satisfies a performance obligation.

The standard is effective for the Company for annual reporting periods beginning after December 15, 2018, using either of the following transition methods: (i) a full retrospective approach reflecting the application of the standard in each prior reporting period with the option to elect certain practical expedients, or (ii) a retrospective approach with the cumulative effect of initially adopting

this standard recognized at the date of adoption (which includes additional footnote disclosures.) Early application is permitted for annual reporting periods beginning after December 15, 2017. Management is currently evaluating the impact of the Company's adoption of this standard on the Company's financial statements and has not yet determined the method by which the Company will adopt the standard in 2019.

3. Property and Equipment

Property and equipment consisted of the following at:

	December 30, 2018	December 31, 2017
Equipment	$ 397,952	$ 109,575
Furniture, and fixtures	211,469	107,135
Construction in Progress	-	76,049
Leasehold improvements	249,681	171,144
	859,101	463,903
Less accumulated depreciation	(214,306)	(109,640)
	$ 644,795	$ 354,263

Depreciation expense was $131,215 for the 52 week period ended December 30, 2018 and $69,411 for the 53 week period ended December 31, 2017.

4. Other current liabilities

Other current liabilities consisted of the following at:

	December 30, 2018	December 31, 2017
Advertising fund liability	$ 1,513,389	$ 1,512,211
Gift card liability	849,568	677,137
Deferred rent liability	147,419	203,554
	$ 2,510,376	$ 2,392,902

5. Members' Equity

In January 2010, the members restated the operating agreement and authorized the issuance of 11,000 units comprised of 10,000 "Class A Units" and 1,000 "Class B Units."

During 2016, $400,000 was returned to the Class B Unit holder in accordance with the operating agreement during the repayment period, as defined. All Class B Units have been redeemed as of December 31, 2016. There were 10,000 Class A Units issued and outstanding at December 30, 2018 and December 31, 2017.

6. Share-Based Compensation

The Parent maintains a share-based payment plan ("Stock Option Plan") established in April 2017 for the benefit of employees of the Company. The Parent has allotted a total of 1,053.31 shares to be issued under the Stock Option Plan. Option grants have a contractual life of ten years, subject to certain conditions, and typically vest over 5 years based upon service and financial based thresholds. 20% of the service-based options typically vest each year over a five year period, and of the financial performance-based options, 20% are subject to vesting each year.

In May 2017, the Parent issued 495.06 Class 1 shares to the employees and as of December 31, 2017, there was no forfeiture of the shares issued under the Stock Option Plan. In November 2017, the Parent adjusted the strike price for current shares from $12,874.14 to $6,608.38. Further, in February 2018, the Parent issued 179.07 Class 2 shares to the employees with the strike price of $17,273.65, and 94.80 shares were forfeited as of December 30, 2018.

Information with respect to options under these plans is as follows:

	Class 1 options		Class 2 options	
	Outstanding Options	Weighted Average Exercise Price	Outstanding Options	Weighted Average Exercise Price
Options outstanding, January 1, 2017	-	$ -	-	$ -
Granted	495.06	6,608.38	-	-
Exercised	-	-	-	-
Forfeited	-	-	-	-
Options outstanding, December 31, 2017	495.06	6,608.38	-	-
Granted	-	-	179.07	17,273.65
Exercised	-	-	-	-
Forfeited	94.80	6,608.38	-	-
Options outstanding, December 30, 2018	400.26	$ 6,608.38	179.07	$ 17,273.65
Options vested and exercisable, December 30, 2018	160.10	$ 6,608.38	35.81	$ 17,273.65

The weighted-average exercise price and average remaining contractual life of the class 1 options outstanding at December 30, 2018 was $6,608.38 and 8.42 years, respectively. As of December 30, 2018, 160.10 options had vested. The weighted-average exercise price and average remaining contractual life of the class 2 options outstanding at December 30, 2018 was $17,273.65 and 9.16 years, respectively. As of December 30, 2018, 35.81 options had vested.

The estimated fair value of options is amortized to compensation expense on the straight-line basis over the options' vesting period. The compensation cost for share-based employee compensation

were $540,836 and $303,892 for the 52 week period ended December 30, 2018 and the 53 week period ended December 31, 2017, respectively.

7. Concentration of Credit Risk

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

8. Related Parties

The Company provides management services to a company with similar ownership. The Parent owes approximately $14,903,000 and $7,904,000 to the Company as of December 30, 2018 and December 31, 2017, respectively, which is included in receivable - related party.

The Company is a sub-guarantor of debt held by the Parent and substantially all assets serve as collateral of Parent-held debt.

9. Commitments

The Company leases an office space in Addison, Texas under long-term leases, which was extended in 2016 and will expire at October 31, 2022. The lease contains escalation clauses and common area maintenance charges (including taxes and insurance). The Company also has non-cancelable operating lease commitments for various office equipment. Future minimum lease payments under these leases are as follows for the Company's fiscal years:

2019	$	239,801
2020		245,392
2021		250,984
2022		213,036
	$	949,213

Rental expense under the Company's leases amounted to approximately $223,960 and $213,033 during the 52 week period ended December 30, 2018 and the 53 week period ended December 31, 2017, respectively.

10. Subsequent Events

Subsequent events have been evaluated through April 16, 2019, the date the consolidated financial statements were available to be issued.

Nothing Bundt Franchising, LLC

Consolidated Financial Statements
As of and for the years ended December 31, 2017 and 2016

The report accompanying these consolidated financial statements was issued by BDO USA, LLP, a Delaware limited liability partnership and the U.S. member of BDO International Limited, a UK company limited by guarantee.

Nothing Bundt Franchising, LLC

Consolidated Financial Statements
As of and for the years ended December 31, 2017 and 2016

Nothing Bundt Franchising, LLC

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Independent Auditor's Report

The Members
Nothing Bundt Franchising, LLC
Addison, Texas

We have audited the accompanying consolidated financial statements of Nothing Bundt Franchising, LLC which comprise the balance sheets as of December 31, 2017 and 2016, and the related statements of operations, changes in members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Nothing Bundt Franchising, LLC as of December 31, 2017 and 2016, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

BDO USA, LLP

April 16, 2018

Consolidated Financial Statements

Nothing Bundt Franchising, LLC

Consolidated Balance Sheets

As of December 31,	2017	2016
Assets		
Current		
Cash	$ 1,615,921	$ 2,783,317
Restricted cash	2,144,686	1,395,100
Accounts receivable	54,883	334,985
Amounts due from related parties	7,903,930	5,952
Prepaid expenses and other current assets	37,899	158,129
Total current assets	11,757,319	4,677,483
Property and equipment, net	354,263	292,834
Other assets	10,255	6,594
Total assets	$ 12,121,837	$ 4,976,911
Liabilities and Members' Equity		
Current		
Accounts payable	$ 144,567	$ 194,585
Accrued expenses	1,244,980	163,502
Deferred revenue	710,000	1,062,500
Other current liabilities	2,392,902	1,967,201
Total current liabilities	4,492,449	3,387,788
Members' Equity	7,629,388	1,589,123
Total liabilities and members' equity	$ 12,121,837	$ 4,976,911

See accompanying notes to consolidated financial statements.

Nothing Bundt Franchising, LLC

Consolidated Statements of Operations

For the years ended December 31,	2017	2016
Revenues		
Franchise fees	$ 1,270,000	$ 915,000
Royalty fees	10,622,902	8,286,737
Miscellaneous	177,116	47,409
	12,070,018	9,249,146
Expenses		
Operating expenses	4,764,361	3,537,952
General and administrative expenses	1,791,914	1,783,946
Depreciation	69,411	14,931
	6,625,686	5,336,829
Net income	$ 5,444,332	$ 3,912,317

See accompanying notes to consolidated financial statements.

Nothing Bundt Franchising, LLC

Consolidated Statements of Members' Equity

	Total Members' Equity
Balance at December 31, 2015	$ 1,049,204
Distribution to members	(3,471,817)
Contributions from members	499,419
Return of Class B contribution	(400,000)
Net income	3,912,317
Balance at December 31, 2016	1,589,123
Distribution to members	(113,164)
Contributions from members	405,205
Share-based compensation	303,892
Net income	5,444,332
Balance at December 31, 2017	$ 7,629,388

See accompanying notes to consolidated financial statements.

Nothing Bundt Franchising, LLC

Consolidated Statements of Cash Flows

For the years ended December 31,	2017	2016
Cash flows from operating activities		
Net income	$ 5,444,332	$ 3,912,317
Adjustments to reconcile net income to net cash (used in) provided by operating activities:		
Depreciation	69,411	14,932
Share-based compensation	303,892	-
Loss on disposal of assets	-	8,415
Changes in operating assets and liabilities:		
Accounts receivable	280,102	(212,571)
Amounts due from (to) related parties	(7,897,978)	80,097
Prepaid expenses and other current assets	120,230	(130,101)
Other assets	(3,661)	-
Accounts payable	1,031,460	(31,735)
Deferred revenue	(352,500)	5,000
Other current liabilities	425,701	814,730
Net cash (used in) provided by operating activities	(579,011)	4,461,084
Cash flows used in investing activities		
Purchase of property and equipment	(130,840)	(280,941)
Net cash used in investing activities	(130,840)	(280,941)
Cash flows from financing activities		
Contribution from members	405,205	499,419
Distributions to members	(113,164)	(3,471,817)
Return of Class B contribution	-	(400,000)
Net cash provided by (used in) financing activities	292,041	(3,372,398)
Net (decrease) increase in cash and restricted cash	(417,810)	807,745
Cash and restricted cash, beginning of year	4,178,417	3,370,672
Cash and restricted cash, end of year	$ 3,760,607	$ 4,178,417

See accompanying notes to consolidated financial statements.

1. Organization and Nature of Business

Nothing Bundt Franchising, LLC d/b/a Nothing Bundt Cakes Enterprises (the "Company"), a limited liability company, was formed on May 22, 2006 in the State of Nevada. The Company is a successor company to Nothing Bundt Franchising, Inc. (a Subchapter S corporation), which was incorporated on October 27, 2005. The Company was formed to grant the rights to own and operate Nothing Bundt Cakes Stores, which specialize in selling decorated bundt cakes and other related gift items. The Company shall grant each franchisee a transferable right and license to use the "System," the proprietary marks, and to market, sell, and provide the approved products in accordance with the System. The System consists of certain trademarks, service marks, and commercial symbols, including the mark "Nothing Bundt Cakes," certain store design décor and images, all of which the Company may modify from time to time. GiftingU, a wholly owned subsidiary of the Company, was formed in 2015 to track gift cards system wide.

Through December 31, 2017, 293 franchises were granted, of which 16 were terminated. During 2017, the Company granted 47 franchises, 5 franchises were renewed, no franchises were transferred, 5 were terminated, no franchises were closed, and 47 franchises were opened. Through December 31, 2016, 246 franchises were granted, of which 11 were terminated. During 2016, the Company granted 41 franchises, 1 franchise was renewed, 3 franchises were transferred, 1 franchise was terminated, no franchises were closed, and 40 franchises were opened (39 in the U.S. and 1 in Canada). Of the franchises granted during 2017 and 2016, 35 and 1, respectively, were not yet operating as of December 31, 2017. At December 31, 2017 and 2016, the Company had 234 (233 U.S. and 1 Canadian) and 187 (186 U.S. and 1 Canadian) operating franchises, respectively. Through December 31, 2017, the Company has 6 Company Owned bakeries.

NBC Holdings, LLC, a Delaware corporation ("Holdings" or "Parent"), was incorporated on September 28, 2016 for the purpose of acquiring NBC Intermediate, LLC ("Intermediate"). On September 30, 2016, Holdings acquired all of the outstanding shares of Intermediate, which wholly owned all of the outstanding stock of the Company. These financial statements do not include adjustments for push-down accounting as a result of the sale of the company's former parent which was completed on September 30, 2016.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts and activities of the Company and its subsidiary. All significant intercompany accounts and transactions have been eliminated in consolidation.

Cash and Cash Equivalents

Cash equivalents, if any, consist of liquid investments with maturities of three months or less at the time of purchase.

Restricted Cash

The Company receives advertising fund fees from its franchisees based on franchisee sales. The franchise agreements restrict the advertising fund fees for the purposes of promoting the Nothing

Bundt Cakes brand. This is recorded as restricted cash on the balance sheet with an offsetting amount in the advertising fund liability.

Revenue Recognition

Franchise Fee Income - Franchise and area development fees, which are typically received prior to completion of the revenue recognition process, are initially recorded as deferred revenue. These franchise fees, which are nonrefundable, are recognized as revenue at the time all material services required to be provided by the Company have been substantially performed. Transfer fee income, included in other income, is recognized upon completion of the transfer of the franchise between franchisees. Extension fee income, included in other income, is recognized upon receipt.

Royalty Fee Income - Royalty fee income is recognized weekly based on net revenues of the franchises, as defined in the franchise agreement.

Accounts Receivable

Accounts receivable are recorded at their estimated realizable value after reduction for an allowance for estimated uncollectible accounts. The allowance for uncollectible accounts is determined primarily through specific identification and evaluation of significant past due amounts, supplemented by an estimate applied to the remaining balance of past due accounts, which is based on historical experience. At December 31, 2017 and 2016, no allowances for doubtful accounts were deemed necessary.

Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates.

Property and Equipment

Property and equipment is stated at cost less accumulated depreciation and amortization. Depreciation is computed over the estimated useful lives of the assets (5 to 7 years) using the straight-line method. Amortization of leasehold improvements is computed on the straight-line basis over the life of the lease or the economic useful lives of the assets, whichever is shorter. Upon disposition of assets, the related costs and accumulated depreciation and amortization are eliminated, and any gain or loss is included in the statements of operations. Expenditures for major improvements are capitalized. Maintenance and repairs are expensed.

Income Taxes

The Company, which is classified as a partnership for federal income tax purposes, is not subject to federal and certain state income taxes and, accordingly, makes no provision for federal and certain state income taxes in its consolidated financial statements. The Company's taxable income or loss is reportable by its members.

The Company follows the accounting for uncertainty in income taxes guidance, which clarifies the accounting and disclosures for uncertainty in income taxes recognized in the Company's consolidated financial statements and addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the consolidated financial statements. The Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the taxing authorities based on the technical merits of the position.

The Company files federal and various state and local tax returns. The Company's tax returns remain subject to examination for periods ranging from three to four years. The earliest tax year that is subject to examination is 2013.

The Company did not have material unrecognized tax benefits as of December 31, 2017 and does not expect this to change significantly over the next 12 months. The Company will recognize interest and penalties accrued on any unrecognized tax benefits as a component of other expense.

On December 22, 2017, the U.S government enacted comprehensive tax legislation commonly referred to as the Tax Cuts and Jobs Act (The "Tax Act"). The Tax Act, among other things, reduces the U.S. federal corporate tax rate and imposes significant limitations on certain corporate deductions and credits. The Tax Act places future limitations on the usage of net operating loss carryforwards generated in the year ended December 31, 2018 and after. The Tax Act is comprehensive containing several other provisions, some of which will not materially impact the Company. The estimates of the Tax Act may be adjusted in future periods as required. The Tax Act has significant complexity and future implementation guidance from the Internal Revenue Service, clarifications of state tax law or the completion of the Company's 2017 tax return filings could all impact these estimates. The Company does not believe potential adjustments in future periods would materially impact the Company's financial condition or results of operations.

Gift Cards

The Company offers gift cards through the individual bakeries within the franchise system. This revenue is recorded as a liability until the card is redeemed at a bakery. When the gift card is redeemed at the bakery level, the funds are released to the redeeming bakery with revenue being recorded to the bakery.

Advertising Fund

The Company maintains an advertising fund to promote general brand recognition of the Nothing Bundt Cakes system, services and products sold by franchisees. Advertising materials and services are provided to the franchisees through the advertising fund. Under the terms of the various franchise agreements in effect, each franchisee contributes one to three percent of gross revenues of the franchise to the advertising fund. The Company accounts for the receipt of advertising fees as a liability, and the corresponding advertising costs as charges against the liability as they are incurred. Should the Company spend funds in excess of what it collects, the excess shall be recorded as an asset against which future advertising fees will offset.

Contingencies

Various legal actions and claims which have arisen in the normal course of business may be pending against the Company from time to time. It is the opinion of management that the ultimate

resolution of these contingencies will not have a material effect on the financial condition, results of operations or liquidity of the Company.

Advertising

Advertising and marketing costs are expensed as incurred.

Reclassifications

Certain amounts in the fiscal year 2016 financial statements have been reclassified to conform to the fiscal year 2017 financial statement presentation. Such reclassifications had no effect on members' equity or net income.

Recent Accounting Pronouncements

In January 2017, the FASB issued Accounting Standards Update ("ASU") No. 2017-01, *Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment* ("ASU 2017-04"), which removes Step 2 of the goodwill impairment test. A goodwill impairment will now be the amount by which a reporting unit's carrying value exceeds its fair value, not to exceed the carrying amount of goodwill. All other goodwill impairment guidance will remain largely unchanged. Entities will continue to have the option to perform a qualitative assessment to determine if a quantitative impairment test is necessary. The same one-step impairment test will be applied to goodwill at all reporting units, even those with zero or negative carrying amounts. Entities will be required to disclose the amount of goodwill at reporting units with zero or negative carrying amounts. ASU 2017-04 is effective for annual periods beginning after December 15, 2021 for nonpublic entities with early application permitted for the tests performed after January 1, 2017. The Company does not expect the adoption of this guidance to have a material impact on its financial statements.

In August 2016, the FASB issued ASU No. 2016-15, *Classification of Certain Cash Receipts and Cash Payments* ("ASU 2016-15"), which aims to eliminate diversity in practice in how certain cash receipts and cash payments are presented and classified in the statement of cash flows under Topic 230, Statement of Cash Flows, and other Topics. ASU 2016-15 is effective for annual reporting periods beginning after December 15, 2018. The Company does not expect the adoption of this guidance to have a material impact on its financial statements.

In February of 2016, the FASB issued ASU No. 2016-02, *Leases*, which requires entities to recognize right-of-use assets and lease liabilities on its balance sheet and disclose key information about leasing arrangements. This standard offers specific accounting guidance for a lessee, a lessor and sale and leaseback transactions. Lessees and lessors are required to disclose qualitative and quantitative information about leasing arrangements to enable a user of the financial statements to assess the amount, timing and uncertainty of cash flows arising from leases. The standard is effective for annual reporting periods beginning after December 15, 2019. The Company is in the process of evaluating the future impact of this standard on its financial position, results of operations and cash flows.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), which supersedes the revenue recognition requirements in Topic 605, *Revenue Recognition*. In August, 2015 the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date* which amended ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)* to defer the effective date of ASU No. 2014-09 for all entities by one year.

The core principle of the guidance is that an entity should recognize revenue to depict the transfer of goods to customers in an amount that reflects the consideration to which the entity expects in exchange for those goods. To achieve that core principle, an entity should apply the following steps:

-Step 1: Identify the contract(s) with a customer.
-Step 2: Identify the performance obligations in the contract.
-Step 3: Determine the transaction price.
-Step 4: Allocate the transaction price to the performance obligations in the contract.
-Step 5: Recognize revenue when (or as) the entity satisfies a performance obligation.

The standard is effective for the Company for annual reporting periods beginning after December 15, 2018, using either of the following transition methods: (i) a full retrospective approach reflecting the application of the standard in each prior reporting period with the option to elect certain practical expedients, or (ii) a retrospective approach with the cumulative effect of initially adopting this standard recognized at the date of adoption (which includes additional footnote disclosures.) Early application is permitted for annual reporting periods beginning after December 15, 2017. Management is currently evaluating the impact of the Company's adoption of this standard on the Company's financial statements and has not yet determined the method by which the Company will adopt the standard in 2019.

3. Property and Equipment

Property and equipment consisted of the following at December 31:

	2017	2016
Equipment	$ 109,575	$ 69,677
Furniture, and fixtures	107,135	92,242
Construction in Progress	76,049	-
Leasehold improvements	171,144	171,444
	463,903	333,063
Less accumulated depreciation	(109,640)	(40,229)
	$ 354,263	$ 292,834

4. Other current liabilities

Other current liabilities consisted of the following at December 31:

	2017	2016
Advertising fund liability	$ 1,512,211	$ 1,184,069
Gift card liability	677,137	602,442
Deferred rent liability	203,554	180,690
	$ 2,392,902	$ 1,967,201

5. Members' Equity

In January 2010, the members restated the operating agreement and authorized the issuance of 11,000 units comprised of 10,000 "Class A Units" and 1,000 "Class B Units."

During 2016, $400,000 was returned to the Class B Unit holder in accordance with the operating agreement during the repayment period, as defined. All Class B Units have been redeemed as of December 31, 2016. There were 10,000 Class A Units issued and outstanding at December 31, 2017 and 2016.

6. Share-Based Compensation

The Parent maintains a share-based payment plan ("Stock Option Plan") established in April 2017 for the benefit of employees of the Company. The Parent has allotted a total of 1,053.31 shares to be issued under the Stock Option Plan. Option grants have a contractual life of ten years, subject to certain conditions, and typically vest over 5 years based upon service and financial based thresholds. 20% of the service-based options typically vest each year over a five year period, and of the financial performance-based options, 20% are subject to vesting each year.

In May 2017, the Parent issued 495.06 shares to the employees and as of December 31, 2017, there was no forfeiture of the shares issued under the Stock Option Plan. In November 2017, the Parent adjusted the strike price for current shares from $12,874.14 to $6,608.38.

Information with respect to options under these plans is as follows:

	Outstanding Options	Weighted Average Exercise Price
Total options outstanding, January 1, 2017	-	$ -
Issued	495.06	6,608.38
Exercised	-	-
Forfeited	-	-
Total options outstanding, December 31, 2017	495.06	$ 6,608.38
Options vested and exercisable, December 31, 2017	99.01	$ 6,608.38

The weighted-average exercise price and average remaining contractual life of the 495.06 options outstanding at December 31, 2017 was $6,608.38 and 9.42 years, respectively. As of December 31, 2017, 99.01 options had vested.

The estimated fair value of options is amortized to compensation expense on the straight-line basis over the options' vesting period. The compensation cost for share-based employee compensation was $303,892 for the year ended December 31, 2017.

7. Concentration of Credit Risk

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

8. Related Parties

Included in accounts receivable as of December 31, 2016 are approximately $88,514 of receivables from the Parent owned bakeries for royalties due to the Company. There were none included as of December 31, 2017.

The Company provides management services to a company with similar ownership. The Parent owes approximately $7,904,000 and $6,000 to the Company as of December 31, 2017 and 2016, respectively, which is included in receivable - related party.

The Company is a sub-guarantor of debt held by the Parent and substantially all assets serve as collateral of Parent-held debt.

9. Commitments

The Company leases an office space in Addison, Texas under long-term leases, which was extended in 2016 and will expire at October 31, 2021. The lease contains escalation clauses and common area maintenance charges (including taxes and insurance). The Company also has non-cancelable operating lease commitments for various office equipment. Future minimum lease payments under these leases are as follows for the Company's fiscal years:

Year ending December 31,		
2018	$	223,960
2019		239,801
2020		245,392
2021		250,984
2022		213,036
	$	1,173,173

Rental expense under the Company's leases amounted to approximately $230,000 and $58,000 during the years ended December 31, 2017 and 2016, respectively.

10. Subsequent Events

Subsequent events have been evaluated through April 16, 2018, the date the consolidated financial statements were available to be issued.

EXHIBIT E TO THE DISCLOSURE DOCUMENT
OPERATIONS MANUAL TABLE OF CONTENTS

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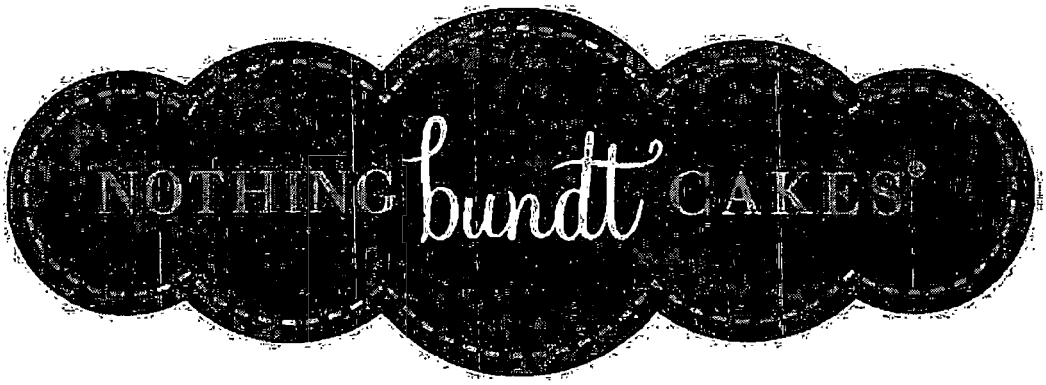

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Operations Manual

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Updated: December 2017 (Please refer to the franchisee intranet website for our most recently updated version(s) of this document.)

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EXHIBIT F TO THE DISCLOSURE DOCUMENT
LIST OF FRANCHISEES

OPEN FRANCHISEES AS OF DECEMBER 30, 2018
***Denotes Multi-Unit Area Developers**

Bakery DMA	Entity Name	Franchisees	Franchisee Phone (personal)	Bakery Address	City	State	ZIP
			ALABAMA				
Huntsville – Decatur (Florence)	NBC Inc.	Shefali Patel Kumar Patel	256-883-1113 256-652-0001	2710 Carl T. Jones Drive	Huntsville	AL	35802
Birmingham (Anniston & Tuscaloosa)	Hole Lot of Cakes, Inc.	Carrie McFerran* Arnold Soni*	703-895-7379 205-520-3183	310 Summit Blvd. Suite 100	Birmingham	AL	35243
Birmingham (Anniston & Tuscaloosa)	Hole Lot of Cakes	Carrie McFerran* Arnold Soni*	703-895-7379 205-520-3183	3780 River Chase Village Suite 600	Hoover	AL	35244
			ARIZONA				
Phoenix (Prescott)	DRB Cakes, LLC	Robert Kelly* Donna Zwarych*	602-448-4165 520-404-6407	5890 W. Thunderbird Road, Suite 101	Glendale	AZ	85306
Phoenix (Prescott)	The Hole Cake, LLC	Jan Newton Mark Newtwon	425-214-3535 415-279-1859	2285 E. Baseline Road, #103	Gilbert	AZ	85234
Phoenix (Prescott)	RBN Cakes, LLC	Robert Kelly* Donna Zwarych*	602-448-4165 520-404-6407	13824 West McDowell Road	Goodyear	AZ	85395
Phoenix (Prescott)	The Rock Bakery, LLC	Rocky Rebert Theresa Rebert	480-735-9312 480-278-5257	4722 E. Ray Road	Phoenix	AZ	85044
Phoenix (Prescott)	Holee Cakes, LLC	Sue Singer*	480-696-0061	4290 E. Indian School, Suite 101	Phoenix	AZ	85018
Phoenix (Prescott)	Suzie Q Sweets, LLC	Sue Singer*	480-696-0061	17025 N. Scottsdale Road #110	Scottsdale	AZ	85255
Tuscon (Sierra Vista)	Cactus Cakes Corporation	Kay Stubbs* Bruce Stubbs*	214-551-9679 214-551-9679	7278 N. Oracle Rd.	Tucson	AZ	85704
Tuscon (Sierra Vista)	Cactus Cakes Too, LLC	Kay Stubbs* Bruce Stubbs*	214-551-9679 214-551-9679	5420 Broadway Blvd., Ste. 254	Tucson	AZ	85711

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ARKANSAS							
Little Rock – Pine Bluff	Little Rock Cakes, LLC	Stacy Lindsey	214-336-0422	12312 Chenab Parkway, Suite 2	Little Rock	AR	72211
Ft. Smith – Fayetteville – Springdale - Rogers	Pigtown Bakery, Inc.	Joel Neece Shannon Neece	972-567-6453 214-616-1873	4409 W. Walnut Street	Rogers	AR	72756
CALIFORNIA							
Los Angeles	Bundtastic Trio, Inc.	Trinh Hinson* Lauren Tran* James Hyland*	714-656-7585 702-580-5667 714-853-4511	1050 E. Imperial Highway, Ste C-2 &3	Brea	CA	92821
Bakersfield	FDRC, LLC	Chiral Desai* Dixit Desai*	925-216-4629 925-393-3333	600 Coffee Road Ste. R	Bakersfield	CA	93309
San Francisco – Oakland – San Jose	VegasRose, LLC	Rick Sanciangco* Kellie Sanciangco*	702-203-5900 702-324-7120	6061-B Lone Tree Way	Brentwood	CA	94513
San Diego	MV Kakery, LLC	Mara Fortin*	858-222-8190	965 Palomar Airport Road Suite 102	Carlsbad	CA	92011
Monterrey - Salinas	Retro Enterprises, LLC	Jeff Joseph* Cristina Joseph*	408-630-9577 408-890-0708	3555 Clares Street, Ste. YY	Capitola	CA	95010
Los Angeles	Hey Batter Batter Frost, LLC	Esther Cuellar Charles Cuellar Cindy Hak Samol Ork Susanne Eberly	562-400-1729 562-972-7358 714-270-5205 714-270-2427 714-356-6942	4200 Chino Hills Parkway #395	Chino Hills	CA	91709
San Diego	MV Kakery, LLC	Mara Fortin*	858-222-8190	872 Eastlake Parkway, Suite 414	Chula Vista	CA	91914
Fresno - Visalia	Linka Corporation	Linda Stuve Kurt Stuve	408-410-8480 408-410-8480	635 W. Herndon Ave. suite 100	Clovis	CA	93612
Los Angeles	Cake Love Co.	Travay Roberts	619-602-7281	926 E. Ontario Avenue, Ste. 104	Corona	CA	92881
San Francisco – Oakland – San Jose	GVAN, LLC	Nick Puliz	702-326-8774	47 Tamal Vista Blvd., Suite G	Corte Madera	CA	94925
Los Angeles	JB-KIRK LLC	Linda Kirkpatrick	949-391-5667	270 E. 17th St.	Costa Mesa	CA	92627

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San Francisco – Oakland – San Jose	Lam and Pang, LLC	Linda Lam Jane Pang	650-300-2233 415-205-8888	221 Lake Merced Blvd.	Daly City	CA	94015
San Diego	K&K Kakery, LLC	Mara Fortin*	858-222-8190	2720 Via De La Valle, Suite E110	Del Mar	CA	92014
San Francisco – Oakland – San Jose	RK Cakes, LLC	Rick Sanciangco* Kellie Sanciangco*	702-203-5900 702-324-7120	6601 Dublin Blvd Ste N	Dublin	CA	94568
Sacramento – Stockton - Modesto	TIM'S Cakery, LLC	Irfan Mehmood Toheeda Sadiq-Mehmood	504-872-1700 209-612-7822	8234 Laguna Blvd., Ste 130	Elk Grove	CA	95758
San Francisco – Oakland – San Jose	Sweet Success LLC	Alisa Greene Staci Wilson-Reilly	925-667-7112 415-290-1260	5745 Christie Ave	Emeryville	CA	94608
San Francisco – Oakland – San Jose	Brown's Cakey, Inc.	Barbara Brown	916-715-0179	2793 E. Bidwell Street, Ste. 200	Folsom	CA	95630
San Francisco – Oakland – San Jose	FDRC, LLC	Chiral Desai* Dixit Desai*	925-216-4629 925-393-3333	39052 Fremont Hub	Fremont	CA	94538
Santa Barbara – Santa Maria – San Luis Obispo	BDBE, Inc.	Beverly Doman Brian Doman Beth Enriquez Greg Enriquez	213-706-9321 213-280-1637 203-767-7372 203-767-7374	5784 Calle Real	Goleta	CA	93117
Los Angeles	Sunny States Cakes Too, LLC	Zach Zeidler* Jennifer Zeidler*	310-415-3933 661-222-9882	18011 Chatsworth Street	Granada Hills	CA	91344
Los Angeles	Cinderellee Cakes, LLC	Blaine Tripp* Dena Tripp*	702-497-0658 702-596-8855	16622 Beach Blvd, Suite 102	Huntington Beach	CA	92647
Los Angeles, CA	KCCO LLC	Blaine Tripp* Dena Tripp*	702-497-0658 702-596-8855	26534 Moulton Pkwy, #E	Laguna Hills	CA	92653
Los Angeles	Holesome Cakes, Inc.	Curtis Hatamoto Anh Le Khanh Le Joan Le Cuong Nguyen	408-915-5871 714-366-5935 702-281-1379 714-566-5038 702-281-2716	2084 Foothill Blvd., Ste. H	La Verne	CA	91750

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San Francisco – Oakland – San Jose	Los Gateaux, LLC	Jeff Joseph* Cristina Joseph*	408-630-9577 408-890-0708	421 N. Santa Cruz	Los Gatos	CA	95030
Los Angeles	McDonald Cakes LLC	Ralph Barton*	310-633-4963	1570-Q Rosecrans Ave Ste Q	Manhattan Beach	CA	90266
Los Angeles	Copperhead Cakes, Inc.	Tate Parker-Donner* David Donner	702-682-7028 951-809-9738	30143 Haun Road	Menifee	CA	92584
San Francisco – Oakland – San Jose	TAWAH, Inc.	Ralph Basch* Carol Basch*	650-245-0132 650-867-1292	140 South El Camino Real	Millbrae	CA	94030
Los Angeles	M.I.D. Inc.	Donna Zamora Ismael Zamora	702-326-9025 702-326-9024	Portola Plaza27746-A Santa Margarita Parkway	Mission Viejo	CA	92691
Sacramento – Stockton – Modesto	J.T. Golf Enterprises, Inc.	Jim Toal Sharon Toal Wendy Stuart	209-985-5700 209-985-1163 209-499-0597	2100 Standard Avenue, Suite E17-18	Modesto	CA	95350
Los Angeles	The Bundtastic Encore Inc.	Trinh Hinson* James Hyland* Lauren Tran*	714-656-7585 714-853-4511 702-580-5667	1503 E. Katella Ave	Orange	CA	92867
Palm Springs	Desert Delights, Inc.	Jeffrey Tropple Ellie Koch	760-805-5684 760-899-5926	72216 Highway 111 Suite F/3	Palm Desert	CA	92260
Los Angeles	Masterwork Enterprises, Inc.	Ingrid Kuo	917-774-5382	548 S. Lake Avenue	Pasadena	CA	91101
Los Angeles	Hole Lot "O" Cakes, LLC	Anh Le Khanh Le Curtis Hatamoto Cuong Nguyen	714-366-5935 702-281-1379 408-915-5871 702-281-2716	7325 Day Creek Blvd #B-103	Rancho Cucamonga	CA	91739
Los Angeles	BATB, Inc.	Misty LaForce* Annamarie Megrdichian*	951-232-3560 951-545-2109	540 West Stuart, Ste. B100	Redlands	CA	92374
Los Angeles	BATB, Inc.	Misty LaForce* Annamarie Megrdichian*	951-232-3560 951-545-2109	3639 Riverside Plaza Drive #502	Riverside	CA	92506

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Sacramento – Stockton – Modesto	Treasured Cakes Inc.	Cameron Diviak	916-798-0351	1112 Galleria Blvd, Suite 140	Roseville	CA	95678
Sacramento – Stockton – Modesto	TC2, INC.	Greg Leuterio	916-798-5490	2511 B Fair Oaks Blvd	Sacramento	CA	95825
Sacramento – Stockton – Modesto	Tims Cakery 2, LLC	Irfan Mehmood* Toheeda Mehmood*	916-430-6839 209-612-7822	3880 Truxel Road Suite 100	Sacramento	CA	95834
San Francisco – Oakland – San Jose	CRCK Inc	Carol Basch* Ralph Basch*	650-867-1292 650-245-0132	864 Laurel St.	San Carlos	CA	94070
San Diego)	MV Kakery LLC	Mara Fortin*	858-222-8190	5624 Mission Center Rd., Suite B	San Diego	CA	92108
San Diego	MV Kakery, LLC	Mara Fortin*	858-222-8190	5950 Village Way Suite 104	San Diego	CA	92130
San Francisco – Oakland – San Jose	Bad Cat Creations, LLC	Angela Simas	408-398-2560	1702 B. Meridian Ave.	San Jose	CA	95125
San Francisco – Oakland – San Jose	Koelbl West Enterprises	Debbie Koelbl Lee Koelbl	408-532-9045 408-832-4246	2721 Aborn Rd.	San Jose	CA	95121
San Francisco – Oakland – San Jose	RK Cakes, LLC	Rick Sanciangco* Kellie Sanciango*	702-203-5900 702-324-7120	699 Lewelling Blvd. #210	San Leandro	CA	94579
San Diego	MV Kakery LLC	Mara Fortin*	858-222-8190	595 Grand Avenue	San Marcos	CA	92078
San Diego	K&K Kakery, LLC	Mara Fortin*	858-222-8190	9836 Mission Gorge Rd, Ste C	Santee	CA	92071
Los Angeles	Stokes Industries	Tamika Stokes Clinton Stokes	818-974-2963 818-402-6773	14622 Ventura Blvd. Ste. 104	Sherman Oaks	CA	91403
Sacramento - Stockton - Modesto	MAKIN' CAKE LLC	Mike Robinson Bev Robinson	510-299-2325 209-814-7723	128 Lincoln Center	Stockton	CA	95207
San Francisco – Oakland - San Jose	FDRC, LLC	Chiral Desai* Dixit Desai*	925-216-4629 925-393-3333	939 W. El Camino Real Suite #150	Sunnyvale	CA	94087
Los Angeles	Temecula Cake Store	Tate Parker-Donner*	951-809-9738	27540 Ynez Road, Unit J1	Temecula	CA	92591

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Los Angeles	STACK Enterprises Inc.	Terre Downey* Tom Downey* Justin Marmon*	805-302-3975 805-340-0842 805-395-0148	1610 Thousand Oaks Blvd, Ste D	Thousand Oaks	CA	91362
Los Angeles	M&T's Cake Shop, Inc.	Ralph Barton*	310-633-4963	5205 Pacific Coast Hwy, Unit B/C	Torrance	CA	90505
Los Angeles	The Bundt Cakery, LLC	Trinh Hinson* Lauren Tran*	714-656-7585 702-580-5667	2875 Park Avenue	Tustin	CA	92782
Los Angeles	Sunny Sates Cakes, LLC	Zach Zeidler* Jennifer Zeidler*	310-415-3933 661-222-9882	24278 Valencia Blvd	Valencia	CA	91355
Los Angeles	Stack Enterprises, Inc.	Terre Downey* Tom Downey* Justin Marmon*	805-302-3975 805-340-0842 805-395-0148	1794 S. Victoria Suite A	Ventura	CA	93003
San Francisco – Oakland – San Jose	RK Cakes, LLC	Rick Sanciangco* Kellie Sanciangco*	702-203-5900 702-324-7120	1551 Botelho Dr.	Walnut Creek	CA	94596
Los Angeles	KC EXQUISITE CAKES INC	Kyoung Kim Peter Kim	626-664-9841 714-309-6048	1012 W. Covina Pkwy, Ste 1012A	West Covina	CA	91790
Los Angeles	Bonnie B's Sweet Beginnings, Inc.	Bonnie Abel Jeff Abel	818-523-4331 818-522-4331	6524 Platt Ave.	West Hills	CA	91307
COLORADO							
Denver	Dan Kat, LLC	Dana Weddle Kathy Weddle	303-870-8841 303-690-8970	23973 E. Prospect Ave. Ste B	Aurora	CO	80016
Denver	Boulder Bakery Company, LLC	Pauline Dumas Amy Long	702-236-2562 303-847-6088	2710 Arapahoe Avenue	Boulder	CO	80302
Colorado Springs - Pueblo	Lohak, LLC	Rick Cihak* Regina Cihak* Alyssa Lopez*	719-499-1988 719 548-8439 719-640-6833	5086 North Nevada	Colorado Springs	CO	80918
Colorado Springs – Pueblo	Lohak, LLC	Rick Cihak* Regina Cihak* Alyssa Lopez*	719-499-1988 719 548-8439 719-640-6833	5925 Dublin Blvd. Suite 170	Colorado Springs	CO	80923
Denver	Sweet 5280 Corp.	Chris Lukowski Amy Lukowski	303-328-1998 303-552-8424	1685 S. Colorado Blvd #Q3	Denver	CO	80222

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Denver	Jack & Jill Inc.	Jill Tregenza John Tregenza	970-430-9452 970-631-9101	3300 South College Avenue Suite 180	Fort Collins	CO	80525
Denver	Muzzzy's, LLC	Diana Dargen Mike Dargen	720-785-0935 720-785-3286	8116 C West Bowles Ave.	Littleton	CO	80123
Denver)	ESPRIT D Initiative, LLC	Dea Kreisman	303-913-6695	7508 E. Parkway Drive, Ste 200	Lone Tree	CO	80124
Denver	C.I.M. LLC	Lauren Robydek Suzanne Bruner	702-413-8383 702-257-0664	10449 Town Center Drive Ste. 500	Westminster	CO	80021
FLORIDA							
Miami – Ft. Lauderdale	Mathaika Enterprises, LLC	Nastazia LaGuerre Dennis Wellert	305-742-7035 786-877-5475	1949 N. University Drive	Coral Springs	FL	33071
Jacksonville	Cake 4 Partners LLC	Charlie Waters Christina (Chris) Waters	904-237-2375 904-571-0479	13470-3 Beach Blvd.	Jacksonville	FL	32224
Jacksonville	Heart & Cake, LLC	Danielle Debski Doreen Johnson	904-868-6371 904-838-1253	8635 Blanding Blvd., Suite 202A	Jacksonville	FL	32244
Orlando – Daytona Beach - Melbourne	Totally Baked, LLC	Becky Naylor	214-697-0064	1109 International Parkway, Suite 1621	Lake Mary	FL	32746
Miami – Ft. Lauderdale	SICRE Enterprises	Monica Reckert* John Reckert*	305-790-3037 305-439-7751	12030 SW 88th Street	Miami	FL	33186
Miami – Ft. Lauderdale	SICRE Enterprises II	Monica Reckert* John Reckert*	305-790-3037 305-439-7751	9487 S. Dixie Hwy	Miami	FL	33156
Miami – Ft. Lauderdale	SICRE Enterprises III, Inc.	Monica Reckert* John Reckert*	305-790-3037 305-439-7751	15400 Biscayne Blvd., Suite 112	Miami	FL	33160
Orlando - Daytona Beach - Melbourne	ORLANDO CAKES, LLC	Robert Shuffield* Teresa Shuffield*	540-435-1338 540-435-1335	7339 W. Sand Lake, Suite 418	Orlando	FL	32819
West Palm Beach – Ft. Pierce	Ambrosial, LLC	Stephanie Quirantes Scott Mershon	305-753-1003 305-606-6185	4250 Northlake Blvd.	Palm Beach Gardens	FL	33410
Miami – Ft. Lauderdale	Epic Cake, LLC	Beatriz Davila Jorge Valadez	954-668-8252 954-668-8306	11966 Pines Blvd., Suite A	Pembroke Pines	FL	33026

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Mobile – Pensacola (Fort Walton Beach)	Holeycakes, LLC	Dana Haller Pat Haller	850-291-6341 402-213-5709	501 East Gregory Street	Pensacola	FL	32502
Tampa – St. Petersburg (Sarasota)	Brandon Cakes, LLC	Robert Shuffield* Teresa Shuffield*	540-435-1338 540-435-1335	11238 Sullivan St.	Riverview	FL	33578
West Palm Beach – Ft. Pierce	SEALIMA SWEET CAKES, INC.	Seema Matani	561-317-3112	171 S. State Road, Suite 7	Royal Palm Beach	FL	33414
Tampa – St. Petersburg (Sarasota)	Kelly's Kakes, LLC	Kelly Erdmann	239-470-3113	5354 Fruitville Road	Sarasota	FL	34232
Miami – Ft. Lauderdale	The Cake Girls FL, LLC	Dannie Augustin Genese Augustin	850-321-0591 409-960-9138	143 NW 136th Avenue	Sunrise	FL	33325
Tallahassee - Thomasville	Smarty Cakes, Inc.	Marty Newman	850-491-9851	346 South Magnolia Drive #1	Tallahassee	FL	32301
Tampa – St. Petersburg (Sarasota)	For Goodness Cake, LLC	Tammy Mencia* Ralph Mencia*	904-514-4508 904-631-0039	13252 Dale Mabry Highway	Tampa	FL	33618
Tampa – St. Petersburg (Sarasota)	Funky Cakes, Inc.	Maureen Funk Charles (Chip) Funk	813-679-6183 813-679-6182	1155 S. Dale Mabry Highway Suite 5	Tampa	FL	33629
Tampa – St. Petersburg (Sarasota)	It's a Sweet Life, LLC	Tammy Mencia* Ralph Mencia*	904-514-4508 904-631-0039	28345 Willet Way	Wesley Chapel	FL	33543
Orlando - Daytona Beach - Melbourne	LiLi's Fancy Cakes, LLC	Lisa Jones	407-506-7430	415 N. Orlando Avenue, Suite 101	Winter Park	FL	32789
GEORGIA							
Atlanta	The Next Big Thing, LLC	Heidi Young Dave Young	706-206-1577 706-254-2164	1021 Dowdy Road, Suite 101	Athens	GA	30606
Atlanta	23 Productions, LLC	Jig Patel* Divyesh Patel*	678-887-5283 678-886-2266	410 Peachtree Pkwy, Suite 104	Cumming	GA	30041
Augusta – Aiken	Susie Q's Sweets, Inc.	Susan See James See	706-294-9500 706-840-0278	4217 Washington Road, Suite 7	Evans	GA	30809

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Atlanta	ZAGS Enterprises, Inc.	Sergio Pacheco Gloria Mattei	678-301-9364 678-510-6279	5230 Windward Parkway Suite 102	Milton	GA	30004
Atlanta	Janman and Janman, Inc.	Kristi McMillan	404-983-6229	1985 Cobb Parkway NW, Suite 120	Kennesaw	GA	30152
Atlanta	Rosebuds Bakery, LLC	Tisha Rosamond Shannon Van Meter	770-366-8228 760-677-5691	5975 Roswell Road, Ste A-103	Sandy Springs	GA	30328
Atlanta	Kasi Productions, LLC	Divyesh Patel* Jig Patel*	678-886-2266 678-887-5283	2118 Scenic Hwy N. Suite E	Snellville	GA	30078
Atlanta	Habibi Group, Inc.	Charlie Shabazz Kevin Trowers	347-247-5121 770-500-6539	4280 Lavista Road Suite C-115	Tucker	GA	30084
IDAHO							
Boise	JS Cakes, Inc	Shannon Cline Jeanine McKeon	408-393-8098 408-203-6489	1400 N. Eagle Rd. #106	Meridian	ID	83642
ILLINOIS							
Chicago	NBC Franchises, LLC	Daniel Sorensen	630-863-6566	2529 County Line Road	Algonquin	IL	60102
Chicago	Cake Matters More, Inc.	Ryan Devlin* Jeffrey Reynolds*	708-557-0337 630-632-5433	1953 N. Clybourn Suite G	Chicago	IL	60614
Chicago	Elmhurst Cakes, LLC	Todd Davies* Ashley Davies*	910-322-4617 910-322-4624	355 S.Route 83	Elmhurst	IL	60126
Chicago	Darien Cakes, LLC	Ashley Davies* Todd Davies*	910-322-4624 910-322-4617	7517 South Cass Avenue, Unit C	Darien	IL	60541
Chicago	Craft Baking Company, LLC	Poonam Patel Siddharth Patel Devendra Patel	708-465-6036 847-877-5419 847-877-3515	190 Waukegan Road, Suite D	Deerfield	IL	60015
St. Louis	Team Fricke, Inc.	Aaron Fricke Melanie Fricke	214-549-9444 618-698-4324	5915 N. Illinois Street	Fairview Heights	IL	62208
Chicago	Geneva Cakes, LLC	Todd Davies* Ashley Davies*	910-322-4617 910-322-4624	1086 Commons Drive	Geneva	IL	60184

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Chicago	Blair Bakery, LLC	Kathy Blair Troy Blair	847-845-4607	6951 West Grand Avenue, Unit 10	Gurnee	IL	60031
Chicago	Joyful Bites, Inc.	Caryn Simons* Britnee Luburich*	847-404-4319 847-778-6887	20413 N. Rand Road Suite 104	Kildeer	IL	60074
Chicago	SLC Corp.	Steven Silverman Linda Silverman	630-337-7272	30 N LaGrange Road	LaGrange	IL	60525
Chicago	Feldmans Cakes, LLC	Bob Feldman* Beth Feldman*	630-930-3692 630-453-2644	11225 US-30	Mokena	IL	60448
Chicago	Cindy's Sweet Dream, Inc.	Cindy Adams	630-202-8997	1071 N. Elmhurst Rd., M-103	Mt. Prospect	IL	60056
Chicago	Sweet Ram Cakes, LLC	AJ Mehta Neepa Mehta	630-885-1008 630-219-4466	2860 Showplace Drive Suite #106	Naperville	IL	60564
Chicago	Cake Matters, Inc.	Ryan Devlin* Jeffrey Reynolds*	708-557-0337 630-632-5433	10912 S. Cicero Ave.	Oak Lawn	IL	60453
Chicago	BBS Feldman's Cakes, LLC	Beth Feldman* Bob Feldman*	630-453-2644 630-930-3692	14360 South LaGrange Rd. Unit A	Orland Park	IL	60462
Chicago	Sweet Ram Cakes of Plainfield, LLC	AJ Mehta Neepa Mehta	630-885-1008 630-219-4466	207 Vertin Blvd.	Shorewood	IL	60404
Rockford	JKD Sugar & Spice, Inc.	Jana Caulk David Caulk	815-978-1978 815-978-1973	881 S. Perryville Road Suite 200	Rockford	IL	61108
Chicago	Joyful Bites Inc.	Caryn Simons* Britnee Luburich	847-404-4319 847-778-6887	9719 Skokie Blvd	Skokie	IL	60077
Chicago	The Sisnett Group, LLC	Dorothy Sisnett Jevon Sisnett	901-210-7191 312-692-1866	701 N. Milwaukee Ave., Ste. 312	Vernon Hills	IL	60061
Chicago	Wheaton Cakes, LLC	Todd Davies*	910-322-4617 214-868-2773	421 Town Square	Wheaton	IL	60189
INDIANA							
Indianapolis	Frosted in Fishers, LLC	Lisa Roberts Curt Roberts	317-507-2349 317-507-2341	11680 Commercial Drive, Ste. 500	Fishers	IN	46038

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Indianapolis	Two Sweet, Inc.	Cody Selman Jamie Little	317-501-0097 619-200-1449	8505 Keystone Crossing	Indianapolis	IN	46240
Lafayette	Cake Runners Bakery	Linda Allendorph Dave Allendorph	260-414-1534 260-579-3827	1056 B Sagamore Parkway W	West Lafayette	IN	47906
IOWA							
Des Moines - Ames	Hole Lotta Yum, LLC	Sharon Hansen* Melissa Hegarty*	402-650-9357 402-305-6462	1255 NW 128th Street Suite 300	Clive	IA	50325
KANSAS							
Kansas City	Sunflower Cakes, LLC	Jim Edwards* Beverly Edwards*	913-707-6339 913-780-5252	6850 Johnson Dr	Mission	KS	66202
Kansas City	KCakes, LLC	John Devine Joey Devine Lauren Tjaden	785-341-2358 785-341-2358 469-534-7492	15151 WE. 119th St., Ste E08	Olathe	KS	66062
Kansas City	Kansas Cakes, LLC	Jim Edwards* Bev Edwards*	913-707-6339 913-780-5252	13420 Metcalf	Overland Park	KS	66213
Wichita – Hutchinson Plus	RYDM INC	Yolanda Hamilton Dan Hamilton	316-347-4486 316-799-2292	2035 N. Rock Rd. #113	Wichita	KS	67206
KENTUCKY							
Lexington	Kirmel, LLC	Melanie Leach	859-806-1511	2358 Nicholasville Road, Suite 145	Lexington	KY	40503
Louisville	CTB Cakes, LLC	Christine Browne Tom Browne	502-758-2307 502-643-8615	4505 Shelbyville Road, Suite D	Louisville	KY	40207
LOUISIANA							
New Orleans	Northshore Cakes, LLC	Derek Morel Mary Kay Morel	336-978-0563 706-201-7955	1111 Greengate Dr. #D	Covington	LA	70433
New Orleans	NOLA Che, LLC	Lam Tran Don Dinh Quan Tran	972-898-6869 469-951-8638 682-459-3163	3131 Veterans Memorial Blvd. #100	Metairie	LA	70002
Lafayette	BG Bundt, LLC	Beth Champagne Greg Champagne	337-230-1442 337-257-1213	1700 Kaliste Saloom Road, Building 1, Suite 101	Lafayette	LA	70508

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New Orleans	Fluer de Gateau, LLC	Carrie Herbert Linda Russell	225-963-0008 504-460-1263	4839 Prytania Street	New Orleans	LA	70115
Shreveport	DOXA Caddo, LLC	Jack Gabriel* Mona Gabriel*	936-675-0132 936-675-0619	7423 Youree Drive	Shreveport	LA	71105
MARYLAND							
Washington, DC (Hagerstown)	Watson Works, LLC	Verelyn Gibbs Watson	202-870-2927	12133 Darnestown Road	Gaithers-burg	MD	20878
MICHIGAN							
Grand Rapids – Kalamazoo – Battle Creek	Ohana Ventures, Inc.	Scott Vogel Christine Vogel	616-570-9086 708-502-3454	5121 28th Street SE	Grand Rapids	MI	49512
Detroit	Irene, Inc.	Kelly Rankin	248-521-7903	43280 11 Mile	Novi	MI	48375
Detroit	Cake Cake Cake, LLC	Jazmyn Jones	909-224-6801	780 E. Big Beaver, Suite C-120	Troy	MI	48083
MINNESOTA							
Minneapolis – St. Paul	Bundt Magic, Inc.	Doug Crosson Terrie Crosson	612-991-1133 612-309-3567	1540 109th Ave. NE #200	Blaine	MN	55449
Minneapolis – St. Paul	TS-TWO L.L.C.	Dawn Stucky Steve Stucky Marc Tullemans* Jill Tullemans*	636-579-0871 314-486-5182 952-294-0124 952-239-3131	1992 Rahn Cliff Ct. Suite 100	Eagan	MN	55122
Minneapolis – St. Paul	Channick Company, Inc.	Marc Tullemans* Jill Tullemans* Patty Balster	952-294-0124 952-239-3131 612-991-0005	8435 Joiner Way	Eden Prairie	MN	55344
Minneapolis – St. Paul	Cake Gals, Inc.	Bianca Januik Tasha Norden	763-218-5584 612-250-4049	8085 Wedgewood Lane	Maple Grove	MN	55369
Minneapolis – St. Paul	Sweet Cakes, L.L.C.	Kim Cassens Janet Dryer	952-240-3354 612-396-4859	12987 Ridgedale Dr.	Minnetonka	MN	55305
Rochester – Mason City – Austin	SotaCakes Corp.	Matt Bonnerup Amy Buckmeier	952-500-1737 507-259-6759	1161 6th Street, Suite 105	Rochester	MN	55901
Minneapolis – St. Paul	Saint Paul Cakes, LLC	Wendy Sevenich Paul Sevenich	651-206-0795 612-845-3945	1580 Grand Avenue	Saint Paul	MN	55105

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Minneapolis – St. Paul	Parkmann Inc	Dawn Parker Peter Parker Roger Heckmann Janet Heckmann	612-889-6394 651-322-5948 651-464-2794 651-464-2794	783 Radio Dr., Ste. 116 and 117	Woodbury	MN	55125
MISSISSIPPI							
Jackson	DOXA Flowood, LLC	Jack Gabriel* Mona Gabriel*	936-675-0132 936-675-0619	163 Ridge Way, Ste E	Flowood	MS	39232
Memphis	Cake Four Life, LLC	Amy Lupo* Chris Lupo*	901-277-7562 901-494-0967	5338 Goodman Road, Ste. 127	Olive Branch	MS	38654
MISSOURI							
St. Louis	Neeley Bakeries	Jannette Neely Paul Neely	832-605-4357 225-588-0855	159 Lamp and Lantern Village	Chesterfield	MO	63017
Kansas City	MightyMo Cakes, LLC	Jim Edwards* Beverly Edwards*	913-707-6339 913-780-5252	8930 NW Skyview Avenue	Kansas City	MO	64154
Kansas City	ShowMe MO Cakes, LLC	Jim Edwards* Beverly Edwards*	913-707-6339 913-780-5252	910 NW Blue Parkway, Suite Y	Lee's Summit	MO	64086
St. Louis	Hole Lotta Cakes, Inc.	Jenni Schroeder Jim Schroeder	602-690-2318 602-361-4093	9040 Manchester Rd	St. Louis	MO	63144
NEBRASKA							
Lincoln & Hastings – Kearney	Hole Lotta Yum, LLC	Sharon Hansen* Melissa Hegarty*	402-650-9357 402-305-6462	4107 Pioneer Woods Dr #102	Lincoln	NE	68506
Omaha	Hole Lotta Yum, LLC	Sharon Hansen* Melissa Hegarty*	402-650-9357 402-305-6462	10347 Pacific St	Omaha	NE	68114
Omaha	Hole Lotta Yum, LLC	Sharon Hansen* Melissa Hegarty*	402-650-9357 402-305-6462	2921 S. 168th Street	Omaha	NE	68130
NEVADA							
Reno	SILVETTO, LLC	Shele Faretto Eddie Silveira	775-544-0908 775-544-0908	5051 S. McCarran Blvd	Reno	NV	89502
Las Vegas	Helianthus, LLC	Dena Tripp* Blaine Tripp*	702-596-8855 702-497-0658	8320 W. Sahara Avenue #140	Las Vegas	NV	89117

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Las Vegas	Partee, LLC	Debbie Shwetz	702-497-4369	9711 S. Eastern Avenue #H-10	Las Vegas	NV	89183
Las Vegas	Helianthus II, LLC	Dena Tripp* Blaine Tripp*	702-596-8855 702-497-0658	5765 Centennial Blvd. #160	Las Vegas	NV	89149
Las Vegas	LuLu Cakes, LLC	Jenna Lamb	702-400-6961	7155 South Rainbow Blvd., Suite 120	Las Vegas	NV	89118
NEW JERSEY							
New York	Princredible Cakes, LLC	Suny Patel Prinal Patel	732-421-5926 732-299-1821	1443 US Route 1	North Brunswick	NJ	08902
New York	For Goodness Cakes, LLC	Bill Lewis Maria Lewis Carly Lewis	732-616-6268 732-239-4170 908-770-8733	1081 Broad Street	Shrewsbury	NJ	07702
NEW MEXICO							
Albuquerque - Santa Fe	Duke City Sweets, LLC	Rima Rothweiler Barbara Rothweiler Michael Rothweiler Bill Rothweiler	505-604-4020 505-453-1714 505-453-1718 505-453-1715	5901 Wyoming Blvd. NE	Albuquerque	NM	87109
NEW YORK							
Albany – Schenectady – Troy	Round Albany, LLC	Melissa Gleason Matt Gleason	518-878-5791 518-225-5977	110 Wolf Road, Unit 2	Albany	NY	12205
NORTH CAROLINA							
Charlotte	Carolina Cakes Company	Tia Davis* Jim Davis*	704-999-1546 704-264-9236	601 S King Drive	Charlotte	NC	28204
Charlotte	Heavenly Cakes Company	Aditi Mehta Darshy Mehta	704-784-6569 704-701-9701	8905 Christenbury Pkwy, Suite 10	Concord	NC	28027
Charlotte	S & J Endeavors, Inc.	Sue Gilbert John Gilbert	940-206-3434 949-813-3487	8830 Lindholm Drive, Suite 110	Huntersville	NC	28078
Raleigh – Durham (Fayetteville)	Flatlanders, LLC	Nathan Gilliam* Charles Gilliam*	919-333-0421 806-798-2738	1125 W NC Hwy 54, Suite 105	Durham	NC	27707
Greensboro – High Point – Winston Salem	Gate City Cakes, LLC	Lora Lenander* Matt Roughgarden*	919-264-1886 919-270-8717	3334 N. Friendly Avenue, Suite 123	Greensboro	NC	27410
Charlotte	CJD Cakes Company	Tia Davis* Jim Davis*	704-999-1546 704-264-9236	1915 Matthews	Matthews	NC	28105

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				Township Pkwy., #1100			
Raleigh - Durham (Fayetteville)	Sage Crew Investments	Nathan Gilliam* Charles Gilliam*	919-333-0421 806-798-2738	2008 Market Center Dr, Unit 17130	Morrisville	NC	27560
Raleigh – Durham (Fayetteville)	Capital City Cakes, LLC	Lora Lenander* Matt Roughgarden*	919-264-1886 919-270-8717	6643 Falls of Neuse Road	Raleigh	NC	27615
Charlotte	Future Enterprise Company, Inc.	Tia Davis* Jim Davis*	704-999-1546 704-264-9236	9704 Rea Road, Suite A	Waxhaw	NC	28173
Wilmington	Team Marinich, LLC	Cat Marinich Greg Marinich	910-777-4082 910-777-4565	1437 Military Cutoff Road	Wilmington	NC	28401
Greensboro - High Point - Winston Salem	Winston Salem Cakes, LLC	PJ Moore Traci Moore	910-358-0301 910-358-0077	678 St. George Square	Winston Salem	NC	27103
OHIO							
Cleveland – Akron (Canton)	Cake Erie, Ltd.	Janette Looney Dennis Looney	503-928-1970 503-314-4296	35925 Detroit Road, Ste. 119	Avon	OH	44011
Cleveland	Peterson NBC, LLC	Kenny Peterson	614-558-4511	4468 Belden Village Street NW, Unit B	Canton	OH	44718
Columbus	Amy Cakes Inc.	Amy DeLuca Jay DeLuca	817-689-1465 817-894-5662	5073 N. Hamilton Rd.	Columbus	OH	43230
Columbus	Best Cakes Upper Arlington, Inc	PJ Coffland* Greg Sullivan*	614-707-3572 917-972-7620	1547 Lennox Town Lane	Columbus	OH	43212
Cincinnati	CLH Ventures, LLC	Cinja Heis	773-677-9681	2733 Madison Road	Cincinnati	OH	45209
Columbus	Best Cakes Dublin, LLC	PJ Coffland* Gregory Sullivan*	614-707-3572 917-972-7620	6560 Perimeter Drive	Dublin	OH	43016
Cincinnati	Recipe For Success, LLC	Carey Greiner	513-368-3621	9540 Mason Montgomery Road, Suite D	Mason	OH	45040

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Dayton	Baking a Difference, LLC	Renee Hall Jeff Hall	513-767-5080 513-290-7687	9632 Springboro Pike	Miamisburg	OH	45342
Cleveland – Akron (Canton)	EPR Enterprises, LLC	Liz Rowan Rich Rowan	440-668-6203 734-347-7656	13433 Pearl Road	Strongsville	OH	44136
OKLAHOMA							
Oklahoma City	Bake My Day LLC	Mark Baird* Marie Hicks	405-593-9509 580-451-0700	2520 W. Memorial Road Suite #B	Oklahoma City	OK	73134
Tulsa	Bake My Day, LLC	Mark Baird* Marie Hicks	405-593-9509 580-451-0700	7890 E. 106th Place S., Building V, Suite 10	Tulsa	OK	74133
OREGON							
Portland	Carla's Confections, Inc.	Carla Mayes Brent Mayes	214-850-0538 503-754-7509	11629 Beaverton Hillsdale Highway	Beaverton	OR	97005
Portland	PDX Waud, Inc.	Holly Waud	503-720-1557	9895 SE Sunnyside Road, Suite G	Clackamas	OR	97015
Portland	BR Cakes, LLC	Christie Burger Todd Burger Shawn Roche Michelle Roche	702-460-5863 702-324-0232 503-801-4672	19283 B SW Martinazzi Ave	Tualatin	OR	97062
PENNSYLVANIA							
Philadelphia	Swanderful, LLC	Patrycja Swan David Swan	484-639-8476 610-827-1371	143 W. Lincoln Highway	Exton	PA	19341
Philadelphia	R&R Bakers, Inc.	Roxanne Fitzgerald Rick Fitzgerald	702-528-6981 267-337-5712	2838 S. Eagle Road	Newtown	PA	18940
Pittsburgh	Steel City Cakes, LLC	Hollie Kawecki John Kawecki	740-398-9910 412-418-4035	100 Siena Drive Suite 225	Upper St. Clair	PA	15241
Philadelphia		Michael Shine Erin Shine	610-733-0446 610-574-3400	245 East Swedesford Road	Wayne	PA	19087
Philadelphia	Boy Mom Bakeries, LLC	Kim Wright	214-564-8838	333 E. Lancaster Avenue	Wynnewood	PA	19096

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SOUTH CAROLINA							
Columbia	4 Mynds, LLC	Tien Pham* Vinh Le* Tuan Nguyen*	214-789-7376 214-668-8041 817-729-5649	131 Harbison Boulevard	Columbia	SC	29212
Greenville – Spartanburg – Asheville - Anderson	Palmetto Bakeries of Greenville, LLC	Diane Hardy Jim Hardy	864-356-9046 864-356-9046	101 Verdae Blvd., Suite 1300	Greenville	SC	29607
Charleston	GATEAU JEL, INC.	Julie Sakae Eric Sakae	817-690-1210 214-674-0429	1145 Johnnie Dodds Blvd., Ste 105	Mt. Pleasant	SC	29464
Charleston	JD Cakes, LLC	Jordan Davis	704-620-0652	1202 North Main Street, Suite 101	Summerville	SC	29483
Tega Cay	TMD Cakes Company	Jim Davis* Tia Davis*	704-264-9236 704-999-1546	1143 Stonecrest Blvd., Suite 105	Tega Cay	SC	29708
SOUTH DAKOTA							
Sioux Falls (Mitchell)	Meyer's Bakery Co.	Bryon Meyer Diane Meyer	605-731-9875 605-214-1896	2101 W. 41st Street, Suite 30	Sioux Falls	SD	57105
TENNESSEE							
Chattanooga	Nooga NbC, LLC	Melinda Mason Dan Mason	214-533-6481 214-232-1917	2321 Lifestyle Way, Ste. 104	Chattanooga	TN	37421
Nashville	Croesus Capital, LLC	Jeff Warne* Lynne Warne*	615-804-0312 615-974-6003	535 Cool Springs Blvd, Ste 110	Franklin	TN	37067
Nashville	SWEET E.D.G.E., LLC	Pam Teller*	615-533-8290	299-B Indian Lake Blvd.	Henderson-ville	TN	37075
Knoxville	K-TOWN BAKERY, LLC	Richard Isaac Kasey Isaac	865-603-4315 865-712-7961	5300 Kingston Pike	Knoxville	TN	37919
Memphis	Hole Lotta Cake, LLC	Amy Lupo* Chris Lupo*	901-277-7562 901-494-0967	5679 Poplar Avenue, Suite 102	Memphis	TN	38119
Nashville	SWEET E.D.G.E., LLC	Pam Teller*	615-533-8290	4110 N. Mt. Juliet Road	Mt. Juliet	TN	37122
Nashville	Plutus Capital, LLC	Lynne Warne* Jeff Warne*	615-974-6003 615-804-0312	1440 Medical Center Parkway Suite E	Murfreesboro	TN	37129

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Nashville	Gr8 Cakes I	Jeff Warne* Lynne Warne*	615-804-0312 615-974-6003	21 White Bridge Rd., Ste 111B	Nashville	TN	37205
TEXAS							
Dallas – Fort Worth	Eagle Cakes, LLC	Stacey Rogers	214-663-1970	987 Garden Park Drive	Allen	TX	75013
Sweetwater	Sekac Enterprises, LLC	Deon Lawson Hali Thompson Chuck Lawson Adam Thompson	325-725-7042 325-518-3013 325-338-4289 325-518-4577	3810 Buffalo Cap Road	Abilene	TX	79605
San Antonio	1 Sweet Place, LLC	Tim Tucker Kim Tucker	713-385-0207 832-971-0100	5164 Broadway	Alamo Heights	TX	78209
Amarillo	Doty Bakery Company	Julie Doty Steve Doty	817-366-9530	2302 South Georgia Street	Amarillo	TX	79109
Dallas – Fort Worth	TVT Enterprises	Tien Pham* Vinh Le* Tuan Nguyen*	214-789-7376 214-668-8041 817-729-5649	5001 S. Cooper St., Ste 111	Arlington	TX	76017
Dallas – Fort Worth	Ranger Town Cakes, LLC	Kandi Bubonic Jason Bubonic	618-322-4278 214-783-7518	839 East Lamar Blvd.	Arlington	TX	76011
Austin	TL Enterprises, LLC	Christy Herbstreit* Brian Herbstreit*	512-250-3665 817-304-3077	2785 Bee Cave Road, Suite 333	Austin	TX	78746
Austin	CBHC Enterprises, Inc	Brian Herbstreit* Christy Herbstreit*	817-304-3077 512-250-3665	9600 IH-35 South #S-140	Austin	TX	78748
Austin	Benna & Bob Co.	Caitlin Johnson Leif Johnson	702-419-4798 512-608-8094	10225 Research Blvd, #330	Austin	TX	78759
Beaumont – Port Arthur	The Bundtheads, LLC	Trinh Pham Duy Nguyen Nhi Pham Vu Nguyen Hanh Nguyen	972-971-2672 972-343-8798 409-344-0269 409-527-0273 409-728-2245	4265 Dowlen Road	Beaumont	TX	77706
Dallas – Fort Worth	Burleson Cakes, LLC	Vanessa Sheriff Deric Sheriff	972-998-0214 817-909-7251	140 NW John Jones Drive	Burleson	TX	76028
Dallas – Fort Worth	Cedar Hill Cakes, LLC	Brenda Boese David Boese	214-223-6596 214-399-0829	352 N HWY 67 Suite B	Cedar Hill	TX	75104

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Waco – Temple - Bryan	Kindred Confections, LLC	Richard Tonnesen Ashley Tonnesen Alyson Tonnesen	214-738-6434 469-569-2769 214-680-3875	1713 South Texas Avenue	College Station	TX	77840
Corpus Christi	Wystone, LLC	Tien Nguyen Nancy Nguyen Gail Nguyen	832-495-3990 832-316-3732 361-463-3641	5425 South Padre Island Dr. #167	Corpus Christi	TX	78411
Dallas – Fort Worth	Highland Park Cakes, LLC	Tara Cooper	214-662-9238	4264 Oak Lawn Avenue	Dallas	TX	75219
Dallas – Fort Worth	TVT Enterprises	Tien Pham* Vinh Le* Tuan Nguyen*	214-789-7376 214-668-8041 817-729-5649	9440 Garland Road #114,	Dallas	TX	75218
Dallas – Fort Worth	MSTS, LLC	Jim Sheahan*	214-868-2814	1300 S Loop 288 #110	Denton	TX	76205
El Paso (Las Cruces)	Karibu Kwetu Enterprise, LLC	Yomi Adejokun Beth Adejokun	915-274-8737 509-879-1244	8889 Gateway Blvd W. Bldg. AU4, Ste. 200	El Paso	TX	79925
Dallas – Fort Worth	AMJS, LLC	Jim Sheahan*	214-868-2814	3634 Long Prairie Rd. Suite 114	Flower Mound	TX	75022
Dallas – Fort Worth	Cowtown Cakes, LLC	Kathy Bonds Phillip Bonds	214-202-8491 214-693-3044	4603 Camp Bowie	Ft. Worth	TX	76107
Waco – Temple - Bryan	Doxa Temple, LLC	Mona Gabriel* Jack Gabriel*	936-675-0619 936-675-0132	201 E. Central Texas Expressway	Harker Heights	TX	76548
Houston	Delicious Wishes, LLC	Beth Speights Tracey Wisenbaker	713-204-4644 713-858-6985	14555 Memorial Drive #200	Houston	TX	77079
Houston	Bayou Cakes, LLC	Josh Green* Bill Green* Carol Green*	214-762-3020 713-560-4053 972-754-6549	5115 Buffalo Speedway #400	Houston	TX	77005
Houston	Lots of Hole Cakes, Inc.	Bindya Patel* Kumar Patel* Rajesh Patel*	281-222-0450 256-652-0111 256-698-3760	10123 Louetta Road, Suite 100	Houston	TX	77070
Houston	Lone Star Cakes, LLC	Josh Green* Carol Green* Bill Green*	214-762-3020 972-754-6549 713-560-4053	5000 Westheimer Road, Ste #108	Houston	TX	77056

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Houston	Wild Flours of Texas, LLC	Kathy Jones* Paul Jones* Tim Roth* Gail Roth*	281-370-8083 713-302-7931 281-703-2622 713-204-2264	19250 W Lake Houston Parkway, Suite I	Humble	TX	77346
Dallas – Fort Worth	Las Colinas Cakes, LLC	Sadie McClarty	325-370-4228	6450 N. MacArthur Blvd. Ste. 130	Irving	TX	75039
Houston	Lots of Holes Cakes, Inc.	Bindya Patel* Rajesh Patel* Kumar Patel*	281-222-0450 256-652-0111 256-698-3760	2717 Commercial Central Blvd., Suite E160	Katy	TX	77494
Laredo	Pequeño Cakes, LLC	Laura Pequeño Alvaro Pequeño	956-763-9476 956-237-6354	2019 E. Del Mar Blvd., Ste. 300	Laredo	TX	78041
Lubbock	The Right Table, LLC	Elizabeth Wright	806-789-9911	5217 98th Street, Ste 300	Lubbock	TX	79424
Harlingen - Weslaco - Brownsville - McAllen	M-Amaya Inc.	Michael Amaya Lisa Amaya	956-330-5925 956-605-9606	3400 Expressway 83, Bldg 700 - Ste 740	McAllen	TX	78501
Odessa - Midland	Triple Treats, Inc.	Debra Holt	432-661-2972	3211 W. Wadley Ave, #22 A	Midland	TX	79705
Houston	January Baby Cakes, Inc.	Dalinda Madrigal Brittney Pequeno	713-478-6332 713-553-5360	6025 Crenshaw Rd. #101	Pasadena	TX	77505
Houston	Wild Flours of Texas, LLC	Kathy Jones* Paul Jones* Gail Roth* Tim Roth*	832-723-3951 713-302-7931 713-204-2264 281-703-2622	11041 Shadow Creek Parkway, #130	Pearland	TX	77584
Dallas – Fort Worth	Richardson Cakes, LLC	Kathy Rogers Bryan Rogers	214-536-2222 469-363-5104	324 W. Campbell Road	Richardson	TX	75080
Dallas – Fort Worth	Rodemeyer Cakes, LLC	Leah Rodemeyer	408-335-9027	1035 E. IH 30, Suite 103	Rockwall	TX	75087
San Antonio	Sky Blue Bakeries, Inc.	Laura Gonzalez Mariano Gonzalez	817-876-8288 469-271-2240	11620 Bandera Road #102	San Antonio	TX	78250
San Antonio	COLT Investment Holdings	Kim Tucker Tim Tucker	832-971-0100 713-385-0207	700 E. Sonterra Blvd.	San Antonio	TX	78258
San Antonio	DMBK Enterprises, LLC	Molly Patrick Dustin Patrick	830-358-2010 512-845-2778	8335 Agora Pkwy #106	Selma	TX	78154
Dallas – Fort Worth	Icing On The Cake, LLC	Dee Dee Anderson	702-494-9333	339 N. Carroll Avenue	Southlake	TX	76092

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Houston	PHT Investments, LLC	Thuy Pham Tuyet Duong	281-797-7339 832-651-4473	1531 S Hwy 6, Suite 125	Sugarland	TX	77478
Tyler – Longview – Lufkin - Nacogdoches	DOXA Ventures, LLC	Mona Gabriel* Jack Gabriel*	936-675-0619 936-675-0132	4917 S Broadway Ave	Tyler	TX	75703
Houston	MLW Endeavors, LLC	Wendi Walker Brett Walker	713-459-7980 713-410-3165	304 W. Bay Area Blvd, Suite 400	Webster	TX	77598
Waco – Temple - Bryan	Team ProLo Corporation	Samantha Tran Nam Tran	817-938-4121 214-642-1551	4633 South Jack Kultgen Expressway, Suite 107	Waco	TX	76706
Houston	Lots of Hole Cakes, Inc.	Bindya Patel* Rajesh Patel* Kumar Patel*	281-222-0450 256-652-0111 256-698-3760	10868 Kuykendahl Road, Suite B	The Woodlands	TX	77381
UTAH							
Salt Lake City	Morrison & Clark, LLC	Jenna Clark Shawn Clark Tamara Morrison John Morrison	760-822-0409 801-360-4834 760-846-0738 760-846-0736	987W 500N #105	American Fork	UT	84003
Salt Lake City	Wise Again, LLC	April Wise	801-647-7670	10389 S. State Street	Sandy	UT	84070
VIRGINIA							
Norfolk – Portsmouth – Newport News	Bundt Cake Beauties, LLC	Tiffany Hassell-Gregory	757-343-3351	109 Volvo Parkway #9	Chesapeake	VA	23320
Washington, DC (Hagerstown)	French Lane Enterprises, LLC	France Saunders Vernon Saunders	703-969-1168 703-955-1657	21305 Willmill Parc Drive Suite 130	Dulles	VA	20166
Norfolk – Portsmouth – Newport News	Sherry Bakes, LLC	Robert Whitaker* Sherry Whitaker*	757-812-4740 757-812-4741	12080 Jefferson Ave., Bldg. 900, Ste. #935	Newport News	VA	23060
Washington, DC (Hagerstown)	Cakes Around the Corner, LLC	Liz Wallen Marge Kelly Dave Wallen Mike Kelly	703-786-8290 703-599-4097 703-786-7462 703-855-6069	129 Maple Avenue West	Vienna	VA	22180
Norfolk – Portsmouth – Newport News	Sherry Bakes	Robert Whitaker* Sherry Whitaker*	757-812-4740 757-812-4741	1860 Laskin Road, Ste. 130	Virginia Beach	VA	23454

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WASHINGTON							
Seattle - Tacoma	Evergreen State Cakes, LLC	Garry Saunders* Brian Saunders* Lea Saunders*	702-521-1110 425-786-4068 702-325-8809	775 NW Gilman Blvd., #C-2	Issaquah	WA	98027
Seattle - Tacoma	Evergreen State Cakes, LLC	Garry Saunders* Brian Saunders* Lea Saunders*	702-521-1110 425-786-4068 702-325-8809	15421 Main St, H102	Mill Creek	WA	98012
Spokane	JSU Holdings, Inc.	Samuel Canty Jolyn Canty Earle Canty	916-798-1655 916-660-9473 916-660-9473	2525 E 29th Avenue, Suite 1B	Spokane	WA	99223
WISCONSIN							
Milwaukee	General Earth, Inc.	Mike DeJong	262-955-4497	18000 W. Bluemound Road Suite G	Brookfield	WI	53045
Chicago	Theory of a Cake House, LLC	Kim Racine	224-388-1067	9740 76th Street	Pleasant Prairie	WI	53158
CANADA							
Burlington – Ontario	Cakes Eh, Inc.	Morgen Shwetz T-Jay Shwetz	289-245-1211	3350 Fairview Street, Unit 15	Burlington (Canada)	ON	L7N 315

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SIGNED BUT UNOPENED FRANCHISEES AS OF DECEMBER 30, 2018

City	State	Franchisee	Telephone Number
Surprise	AZ	Robert Kelly Donna Zwarych	602-448-4165 520-404-6407
Monterey Park	CA	Ingrid Kuo Paul Kuo	917-774-5382 917-774-5382
West Fresno	CA	Linda Stuve Kurt Stuve Mohit Yadav Kaela Yadav	408-410-8480 408-410-8480 559-284-1459 559-288-3236
Destin – Ft. Walton	FL	Kevin Arnold Mandi Wichman	850-830-5031 850-585-4826
Jacksonville/Mandarin	FL	Charles Water	904-237-2375
Naples	FL	Karen Vazquez Ricardo Albertorio	239-398-3334 239-398-4669
Waterford Lakes	FL	Rob Shuffield Ralph Mencia	540-435-1338 904-631-0039
Savannah	GA	Shannon Hall Jeffrey Hall	912-657-1946 912-657-3967
Smyrna	GA	Kristi Janman	404-983-6229
Bloomington	IL	Ragini Jenkins Sunni Jenkins Greg Jenkins	217-979-9028 217-972-9573 217-972-9574
Schererville	IN	Valerie Jackson Tamanika Oliver	708-259-5184 773-716-8046
Florence	KY	Pam Teller	615-533-8290
Bossier City	LA	Jack Gabriel Mona Gabriel	936-675-0132 936-675-0619
Lake Charles	LA	Trinh Pham Nhi Pham Duy Nguyen Vu Nguyen	972-971-2672 409-344-0269 972-343-8798 409-527-0273
Burlington	MA	Cindy Nguyen Chris Nguyen Tuyet Duong	832-275-7204 832-277-2834 832-651-4473
Newton	MA	Ralph Barton Sarah Barton Gardella	310-633-4963 617-817-3798
Peabody	MA	Michael Foresta Sherri Foresta	978-790-7907 978-790-7907
Worcester	MA	Liz Gulachenski Alan Gulachenski	508-612-1295 508-380-0884
Columbia	MD	Alice Pax Bryan Pax	240-606-6646 240-602-3332

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Silver Spring	MD	Katheryn Hoerster Malinda Hoerster	325-423-4112 325-247-9740
Scarborough	ME	Todd Greenquist Jonathan Carr	207-671-8191 207-233-4584
Sterling Heights	MI	Andrea Jones	248-470-5263
Rochester Hills	MI	Kelly Yurgo Gerald Yurgo Wendy Kinney William Kinney	248-670-4126 586-552-3093 702-372-3024 858-945-7095
St. Peters	MO	Jannette Neely Paul Neely	832-605-4357 225-588-0855
Fayetteville	NC	Marissa Capel Thomas Capel	310-875-8246 910-728-2630
Gastonia	NC	Jim Davis Tia Davis	704-264-9236 704-999-1546
Fargo	ND	Rinda Norberg Jenna Polich	612-508-2960 763-453-5361
Princeton	NJ	Maria Lewis Bill Lewis	732-239-4170 732-616-6268
Las Cruces	NM	Barbara Torres Eileen Torres	505-450-6950 915-274-9824
Utica	NY	Jim Scarchilli James Caiola	315-723-7633 315-796-3495
Westerville	OH	Amy DeLuca Jarrod DeLuca	817-689-1465 817-894-5662
Norman	OK	Jim Sheahan	214-868-2814
Allentown	PA	Kristen Davis Courtney Davis	781-264-7942 781-789-4134
Warrington	PA	Jeannie Kim	215-867-9367
Conroe	TX	Carol Green Bill Green	972-754-6549 713-560-4053
New Braunfels	TX	Molly Patrick Dustin Patrick	830-358-2010 512-845-2778
San Antonio (West)	TX	Mariano Gonzalez Laura Gonzalez	469-271-2240 817-876-8288
Temple	TX	Jack Gabriel Mona Gabriel	936-675-0132 936-675-0619
Waxahachie	TX	Brenda Boese David Boese	214-223-6596 214-399-0829
St. George	UT	Kelly Clayton Claudia Clayton	435-229-2917 435-229-2916
Arlington	VA	Katie Lewis	703-508-0121
Fair Lakes	VA	Marge Kelly Liz Wallen	703-599-4097 703-786-8290

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Herndon-Reston	VA	James Evans Cynthia Carmichael	703-894-7607 804-467-6099
South Hill – Puyallup	WA	Cindy Cullen Steve Cullen	520-609-5209 408-800-8441
Madison (West)	WI	Jacqueline Schuster Kay Lies	815-236-1632 815-236-1414
Milwaukee-Northshore	WI	Abed Khatib Brittany Khatib	920-851-4955 920-851-4955

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EXHIBIT G TO THE DISCLOSURE DOCUMENT
FRANCHISEES WHO HAVE LEFT THE SYSTEM

The following franchises had their franchise agreements terminated in 2018 and on or before the issuance date of this disclosure document:

Allen Steinfeld (Gainesville, FL) (Mutual Termination of unopened outlet)
941-773-3702

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EXHIBIT H TO THE DISCLOSURE DOCUMENT
STATE SPECIFIC ADDENDUM

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EXHIBIT H TO THE DISCLOSURE DOCUMENT

ADDENDUM TO NOTHING BUNDT FRANCHISING, LLC DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF CALIFORNIA

CALIFORNIA APPENDIX

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise. If the Franchise Agreement contains provisions that are inconsistent with the law, the law will control.

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

3. The Franchise Agreement contains covenants not to compete which extend beyond the termination of the agreement. These provisions may not be enforceable under California law.

4. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

5. The following paragraph is added to the end of Item 6 of the disclosure document:

   A. Liquidated Damages Provision:

   The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

6. Item 6 of the Franchise Disclosure Document is hereby revised to note that the highest interest rate allowed in California is 10%.

7. Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending or expelling such persons from membership in such association or exchange.

8. The franchise agreement requires binding arbitration, which will occur in Texas. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

10. You must sign a general release if you renew or transfer your franchise. California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

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11. THE TERRITORY IS NOT EXCLUSIVE. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS.

12. THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMIT FRANCHISEE'S RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA INCLUDING BUT NOT LIMITED TO A TIME LIMIT TO RAISE CLAIMS AGAINST THE FRANCHISOR, LIMITATION OF DAMAGES AND WAIVER OF JURY TRIAL.

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

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

ATTEST

_____
Witness

NOTHING BUNDT FRANCHISING, LLC

By:_____
Name:_____
Title:_____

FRANCHISEE:

_____
Witness

_____

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EXHIBIT H TO THE FRANCHISE DISCLOSURE DOCUMENT

ADDENDUM TO THE NOTHING BUNDT FRANCHISING, LLC DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AND AREA DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

1. The following item must be included within the Disclosure Document and shall replace the language that is in the Disclosure Document itself:

> Section 4, Jurisdiction and Venue, of the Illinois Franchise Disclosure Act of 1987 ("Act") states that "any provision in the franchise agreement which designates jurisdiction or venue in a forum outside of this State is void with respect to any cause of action which otherwise is enforceable in this State, provided that a franchise agreement may provide for arbitration in a forum outside of this State." This Section of the Act replaces any contradictory language contained in the Franchise Agreement and Development Agreement.

2. Texas law governs the Franchise Agreement. However, the foregoing choice of law should not be considered a waiver of any right conferred upon you by the provisions of the Illinois Franchise Disclosure Act of 1987 and the Rules and Regulations under the Act with respect to the offer and sale of a franchise and the franchise relationship. Where required under Illinois law, the laws of the State of Illinois will govern.

3. Any releases and/or waivers that we request you to sign must conform with Section 41, Waivers Void, of the Illinois Franchise Disclosure Act of 1987 which states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code."

4. Under Illinois law at 200.608, Jurisdiction and Venue, a franchise agreement may not provide for a choice of law of any state other than Illinois. The Summary column of Items 17(v) and (w) of the Disclosure Document are amended to state "Illinois law". The appropriate sections of the Franchise Agreement and Development Agreement are amended accordingly.

5. Section 20 of the Franchise Agreement and Section 19 of the Area Development Agreement are amended to comply with Section 27, Periods of Limitation, under the Illinois Franchise Disclosure Act, in that no action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of three (3) years from the occurrence of the facts giving rise to such claim or action, within one (1) year after you become aware of the facts or circumstances indicating you may have a claim for relief, or ninety (90) days after delivery to you of a written notice disclosing the violation, whichever shall first expire.

6. Item 17(g) of the Disclosure Document, Article XVII of the Franchise Agreement and Article VII of the Development Agreement are amended by changing the time frame to cure defaults, excluding defaults for safety or security issues, to 30 days.

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IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

ATTEST

_____
Witness

NOTHING BUNDT FRANCHISING, LLC

By:_____
Name:_____
Title:_____

FRANCHISEE:

_____
Witness

_____

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2019 FDD

EXHIBIT H TO THE FRANCHISE DISCLOSURE DOCUMENT

AMENDMENT TO NOTHING BUNDT FRANCHISING, LLC FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, MD Ann. Code art. 56, Sections 345-365D, the parties to the attached Nothing Bundt Franchising, LLC Franchise Agreement or Area Development Agreement agree as follows:

1. Sections 2.2(h) and 17.4(k) of the Franchise Agreement and Section 11.4.9 of the Area Development Agreement will be supplemented by the addition of the following language to the end of those respective Sections:

   ;pursuant to Maryland law, any general release required of the franchisee/developer as a condition of renewal, sale, assignment and/or transfer shall not apply to any release from liability under the Maryland Franchise Registration and Disclosure Law. The sections of this Agreement which contradict this Code provision are amended accordingly.

2. Sections 19.2 and 19.5 of the Franchise Agreement and Sections 14.1 and 14.5 of the Area Development Agreement are supplemented as follows

   ; provided, however, that franchisee/developer may file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction in the State of Maryland.

3. Section 19.8 of the Franchise Agreement and Section 14.6 of the Development Agreement are supplemented by the addition of the following:

   ; provided however, that any limitation on the period of time mediation and/or litigation claims must be brought will not act to reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law.

4. The Franchise Agreement shall be supplemented by addition of the following:

   Any acknowledgements or representations of the franchisee and/or developer which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor will they act as a release, estoppels, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Each provision of this Amendment shall be effective only to the extent, with respect to

such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Franchise Agreement in duplicate on the date first above written.

NOTHING BUNDT FRANCHISING, LLC

By:_____
Name:_____
Title:_____

FRANCHISEE/AREA DEVELOPER:

_____

ADDENDUM TO NOTHING BUNDT FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND

For franchises and franchisee/developers subject to the Maryland Franchise Registration and Disclosure Law, the following information replaces or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Nothing Bundt Franchising, LLC Franchise Disclosure Document:

Item 17.

The Franchise Agreement and Area Development Agreement provide that Nothing Bundt Franchising, LLC may terminate these Agreements, as applicable, if you voluntarily or involuntarily file for bankruptcy, as described in the "Summary of Cause Defined" (provision (h.)). This provision may not be enforceable under federal bankruptcy law.

Any general release signed as a condition to renewal, sale, assignment, or transfer of these Agreements shall not release Franchisor from any liability imposed by the Maryland Franchise Registration and Disclosure Law.

Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to agree to any release, estoppel or waiver of liability as a condition of purchasing a franchise. To the extent that the Franchise Agreement or Area Development Agreement may require you to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law in order to purchase your franchise, it is hereby amended to state that such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law requires the franchisor to file an irrevocable consent to be sued in Maryland. Accordingly, the Summary of the Choice of Forum (provision (v.)) is amended to provide that you may file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction within the State of Maryland.

Section 14-227 of the Maryland Franchise Registration and Disclosure Law provides that any action brought under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

Franchisee/Developer's Signature	Date
Franchisor's Signature	Date

EXHIBIT H TO THE FRANCHISE DISCLOSURE DOCUMENT

ADDENDUM TO DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT FOR THE STATE OF MINNESOTA

This addendum to the Disclosure Document is agreed to this ___ day of _____, 20__, and effectively amends and revises said Disclosure Document and Franchise Agreement and Area Development Agreement as follows:

1. Item 13 of the Disclosure Document and Article 6 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

> "In accordance with applicable requirements of Minnesota law, Franchisor shall protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchise from any loss, costs or expenses arising out of any claim, suit or demand regarding such use."

2. Item 17 of the Disclosure Document and Article 15 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

> "Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Stat. Sec. 80c.14, Subd.3, 4 and 5 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 Disclosure Document."

3. Item 17 of the Disclosure Document and Article 20 of the Franchise Agreement and Article 19 of the Area Development Agreement are amended by the addition of the following language to the original language that appears therein:

> "Minn. Stat. Sec. 80C.21 and Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of jurisdiction."

4. Item 17 of the Disclosure Document and Sections 2.2 and 17.4 of the Franchise Agreement and Section 11.9.9 of the Area Development Agreement are amended by the addition of the following language to the original language that appears therein:

> "Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release."

5. Any reference to liquidated damages in the Franchise Agreement is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits requiring you to consent to liquidated damages.

6. Article 20 of the Franchise Agreement is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits waiver of a jury trial.

7. Section 19.8 of the Franchise Agreement regarding Limitations of Claims is hereby amended to comply with Minn. Stat. §80C.17, Subd. 5.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

ATTEST

_____
Witness

NOTHING BUNDT FRANCHISING, LLC

By:_____
Name:_____
Title:_____

FRANCHISEE:

_____
Witness

_____

EXHIBIT H TO THE FRANCHISE DISCLOSURE DOCUMENT

NOTHING BUNDT FRANCHISING, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF NEW YORK

THE NOTHING BUNDT FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH
THE FEDERAL TRADE COMMISSION AND THE STATE OF NEW YORK.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION
REQUIRED EXCLUSIVELY BY THE STATE OF NEW YORK
AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.

* * *

THE INFORMATION CONTAINED HEREIN MUST BE
REVIEWED IN CONJUNCTION WITH THE FDD

NOTHING BUNDT FRANCHISING, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK

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2. AMENDMENT TO NOTHING BUNDT FRANCHISING, LLC FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF NEW YORK

3. ADDENDUM TO NOTHING BUNDT FRANCHISING, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF NEW YORK

STATEMENT REQUIRED BY THE STATE OF NEW YORK

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE/DEVELOPER TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

AMENDMENT TO THE NOTHING BUNDT FRANCHISING, LLC FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT AND REQUIRED BY THE STATE OF NEW YORK

In recognition of the requirements of Article 33 of the General Business Law of the State of New York, the parties to the Nothing Bundt Franchising, LLC Franchise Agreement and Development Agreement agree as follows:

1. Sections 2.2(h) and 17.4(k) of the Franchise Agreement and Section 11.4.9 of the Area Development Agreement will be supplemented by adding the following language at the end of the Sections:

   provided, however, that all rights enjoyed by Franchisee/developer and any causes of action arising in franchisee/developer's favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied;

2. Section 19.2 of the Franchise Agreement and Section 14.1 of the Area Development Agreement shall be supplemented by the addition of the following language at the end of the Section:

   However, the foregoing choice of law shall not be considered a waiver of any right conferred upon franchisee/developer by the provisions of Article 33 of the General Business Law of the State of New York.

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the General Business Law of the State of New York, Sections 680-695, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Franchise Agreement and Development Agreement in duplicate on the date indicated below.

ATTEST

_____
Witness

NOTHING BUNDT FRANCHISING, LLC

By:_____
Name:_____
Title:_____

FRANCHISEE:

_____

_____

ADDENDUM TO NOTHING BUNDT FRANCHISING, LLC'S FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF NEW YORK

In recognition of the requirements of the New York General Business Law, Article 33, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.2 the Franchise Disclosure Document for Nothing Bundt Franchising, LLC for use in the State of New York shall be amended as follows:

1. Item 3 shall be supplemented by the following:

Neither we, our predecessor, nor any person identified in Item 2 or an affiliate offering franchises under our principal trademark has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.

Neither we, our predecessor, nor any person identified in Item 2 or an affiliate offering franchises under our principal trademark has been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

Neither we, our predecessor, any person identified in Item 2 or an affiliate offering franchises under our principal trademark is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

2. Item 4 shall be supplemented by the following:

During the 10-year period immediately before the application for registration, neither we nor our affiliate, any predecessor, current officers or general partner has: (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after our officer or general partner held this position in the company or partnership.

3. Item 17, the Summary Column opposite Provision W, shall be amended to also state the following:

The foregoing Choice of Law should not be considered a waiver of any right conferred upon the franchisor or the franchisee/developer by the General Business Law of the State of New York, Article 33.

ATTEST

_____
Witness

NOTHING BUNDT FRANCHISING, LLC

By:_____
Name:_____
Title:_____

FRANCHISEE:

_____

_____

AMENDMENT TO NOTHING BUNDT FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Nothing Bundt Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17.h

> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise and Area Development Agreements does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

ATTEST

_____
Witness

NOTHING BUNDT FRANCHISING, LLC

By:_____
Name:_____
Title:_____

FRANCHISEE:

_____

_____

EXHIBIT H TO THE DISCLOSURE DOCUMENT

ADDENDUM TO THE NOTHING BUNDT FRANCHISING, LLC DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF WASHINGTON

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 or 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.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

ATTEST

_____
Witness

NOTHING BUNDT FRANCHISING, LLC

By:_____
Name:_____
Title:_____

FRANCHISEE:

_____

_____
Witness

EXHIBIT H TO THE DISCLOSURE DOCUMENT

NOTHING BUNDT FRANCHISING, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF WISCONSIN

THE NOTHING BUNDT FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH
THE FEDERAL TRADE COMMISSION AND THE STATE OF WISCONSIN.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION
REQUIRED EXCLUSIVELY BY THE STATE OF WISCONSIN
AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.

* * *

THE INFORMATION CONTAINED HEREIN MUST BE
REVIEWED IN CONJUNCTION WITH THE FDD

EXHIBIT H TO THE DISCLOSURE DOCUMENT
AMENDMENT TO NOTHING BUNDT FRANCHISING, LLC
FRANCHISE AGREEMENT OR AREA DEVELOPMENT AGREEMENT
REQUIRED BY THE STATE OF WISCONSIN

This Amendment shall pertain to franchises sold in the State of Wisconsin and shall be for the purpose of complying with the Wisconsin Fair Dealership Law. Notwithstanding anything which may be contained in the body of the Franchise Agreement or Development Agreement to be contrary, the Agreements shall be amended as follows:

> Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between Franchisor and franchisee/developer inconsistent with the Law.

ATTEST

NOTHING BUNDT FRANCHISING, LLC

_____
Witness

By:_____
Name:_____
Title:_____

FRANCHISEE:

_____
Witness

_____

EXHIBIT H TO THE DISCLOSURE DOCUMENT

ADDENDUM TO NOTHING BUNDT FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WISCONSIN

For franchises and franchisees/developers subject to the Wisconsin Fair Dealership Law, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Nothing Bundt Franchising, LLC Wisconsin Franchise Disclosure Document.

Item 17.

For Wisconsin franchisee/developers, ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract between Franchisor and franchisee/developer inconsistent with the Law.

EXHIBIT I TO THE DISCLOSURE DOCUMENT

CONFIDENTIALITY AND NONDISCLOSURE NOTHING BUNDT FRANCHISING, LLC

Given the confidential nature of the information to be provided to persons interested in purchasing a Nothing Bundt Cakes franchise ("Prospective Franchisee") during their evaluation of the Nothing Bundt Cakes franchise opportunity ("NBF Franchises"), Nothing Bundt Franchising, LLC (the "Franchisor") requires that should the Prospective Franchisee not purchase a NBF Franchise, the Prospective Franchisee may not use any of the information provided by Franchisor during the Prospective Franchisee's evaluation of Franchisor's business, for any purpose whatsoever. Therefore, Franchisor requires Prospective Franchisees interested in learning about the operation of a NBF Franchise to execute this "Confidentiality & Nondisclosure Agreement".

Now, Therefore –

1. Prospective Franchisees acknowledges that he/she will be provided confidential information regarding the development and operation of Nothing Bundt Cakes bakeries.

2. It is further understood that Franchisor has invested significant money to develop certain proprietary and confidential systems and trade secrets relating to the operation of a NBF Franchise, which include, without limitation, Proprietary Recipes and other standards and specifications relating to food preparation and presentation, kitchen equipment, and the build-out of a Nothing Bundt Cakes bakery; as well as information about proprietary merchandise, proprietary software Franchisor may now or in the future create; the Franchisor's Operations Manual and copyrighted materials; food preparation and baking methods; and other techniques and know-how concerning the operation of the Franchisor's business ("Confidential Information").

3. Therefore, any and all Confidential Information provided to Prospective Franchisees during in-person meetings with the Company, as well as information that may be provided (in any format) to Prospective Franchisee by other means such as by personal meetings, conversation, mail, fax or electronic transmissions, shall be deemed to be Confidential Information for purposes of this Agreement.

4. The Confidential Information that is disclosed to Prospective Franchisees is being provided solely on the condition that the Prospective Franchisee(s) agree herein that he/she shall hold in strict confidence all Confidential Information and all other information provided them by the Company. Unless the Franchisor otherwise agrees in writing, the Prospective Franchisee will not to disclose any such information even after said person(s) cease to be considered a Prospective Franchisee; and, the Prospective Franchisee will not use any such information for the purpose of operating or owning a business that is considered to be in competition with Nothing Bundt Cakes bakeries.

5. Except as otherwise approved in writing by the Franchisor, the prospective Franchisee shall not for himself/herself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, own, maintain, engage in, lend money to, extend credit to, have controlling interest in, or be employed as an officer, director, executive, or principal of any bakery, except as stipulated in Item 8 below.

6. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Franchisor is a party, the Prospective Franchisee expressly agree to be bound by any lesser covenant

subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

7. The Prospective Franchisee is aware that a violation of this Agreement will cause Franchisor irreparable harm; and therefore acknowledges and agrees that the Franchisor may apply for the issuance of an injunction preventing the Prospective Franchisee from violating this Agreement. In addition, the prospective Franchisee hereby agrees to pay Franchisor all costs it incurs, including, without limitation, legal fees and expenses, if this Agreement is enforced.

8. Notwithstanding anything stated herein, this Agreement shall not restrict the Prospective Franchisee from purchasing a franchise from other companies operating bakeries; provided, however, that Prospective Franchisee does not in any manner use the information learned while discussing the Franchise opportunity with Franchisor.

9. This Agreement shall be construed under the laws of the State of Texas. The only way this Agreement can be changed is in writing signed by both the Franchisor and me.

ACKNOWLEDGED

PROSPECTIVE FRANCHISEE

Signature: _____ Date: _____

Name: _____

EXHIBIT J TO THE DISCLOSURE DOCUMENT
FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

As you know, Nothing Bundt Franchising, LLC (the "Franchisor") and you are preparing to enter into a Franchise Agreement for the establishment and operation of a "Nothing Bundt Cakes" Bakery. The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of Franchisor, or by employees or authorized representatives of a broker acting on behalf of the Franchisor ("Broker"), that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

In the event that you are intending to purchase an existing "Nothing Bundt Cakes" Bakery from an existing Franchisee, you may have received information from the transferring Franchisee, who are not employees or representatives of Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing "Nothing Bundt Cakes" Bakery from an existing Franchisee?

   Yes _____ No _____

2. I had my first face-to-face meeting with a Franchisor representative on _____, 20___.

3. Have you received and personally reviewed the Franchise Agreement and each Addendum related agreement attached to it?

   Yes _____ No _____

4. Do you understand all of the information contained in the Franchise Agreement, each Addendum and related agreement provided to you?

   Yes _____ No _____

   If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

   _____

   _____

5. Have you received and personally reviewed the Franchisor's Disclosure Document (Disclosure Document) that was provided to you?

   Yes _____ No _____

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

   Yes _____ No _____

7. Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes _____ No _____

If No, what parts of the Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary.)

_____

_____

8. Have you discussed the benefits and risks of establishing and operating a "Nothing Bundt Cakes" Bakery with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

9. Do you understand that the success or failure of your "Nothing Bundt Cakes" Bakery will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes _____ No _____

10. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise concerning the revenues, project cost, (project cost), profits or operating costs of a "Nothing Bundt Cakes" Bakery operated by the Franchisor or its Franchisees, that is contrary to the information contained in the Disclosure Document?

Yes _____ No _____

11. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to the information contained in the Disclosure Document?

Yes _____ No _____

12. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the "Nothing Bundt Cakes" Bakery will generate, that is contrary to the information contained in the Disclosure Document?

Yes _____ No _____

13. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the "Nothing Bundt Cakes" Bakery that is contrary to or different from, the information contained in the Disclosure Document?

Yes _____ No _____

14. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a "Nothing Bundt Cakes" Bakery?

Yes _____ No _____

15. Has any employee or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document?

Yes _____ No _____

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

17. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

18. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? _____
_____

If you have answered Yes to any one of questions 10-17, please provide a full explanation of each Yes answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered No to each of questions 10-17, please leave the following lines blank.

_____
_____
_____

I signed the Franchise Agreement and Addendum (if any) on _____, 20___, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including the Broker or any other broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including the Broker or any other broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None".

_____

_____

_____

C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures"). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

(i) a person or entity listed in the Annex to the Executive Order;

(ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;

(iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or

(iv) owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Acknowledged this _____ day of _____, 20____.

Sign here if you are taking the franchise as an

INDIVIDUAL

_____
Signature

Print Name_____

_____
Signature

Print Name_____

_____
Signature

Print Name_____

_____
Signature

Print Name_____

Sign here if you are taking the franchise as a CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP

_____
Print Name of Legal Entity

By:_____
Signature

Print Name_____

Title_____

EXHIBIT K TO THE DISCLOSURE DOCUMENT
FORM OF GENERAL RELEASE

NOTHING BUNDT FRANCHISING, LLC

GENERAL RELEASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20___ by and between Nothing Bundt Franchising, LLC, a Nevada limited liability company having its principal place of business located at 4560 Belt Line Rd, Addison, Texas 75001 (the "Franchisor"), and _____, an individual residing at _____ OR _____ (hereinafter referred to as "Releasor"), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows:

1. **Release by Releasor**:

Releasor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Releasor breaches any of the promises covenants, or undertakings made herein by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys' fees.

2. Releasor hereto represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys' fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

3. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

4. Texas law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

5. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed in the State of Texas.

6. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

Witness:

_____

Witness:

_____

RELEASOR:

_____
(Name)

NOTHING BUNDT FRANCHISING, LLC:

By:_____
Name:_____
Title:_____

EXHIBIT L TO THE DISCLOSURE DOCUMENT
STATE EFFECTIVE DATES

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

This Disclosure Document is either not registered or registered, on file or exempt from registration in the following states having franchise registration and disclosure laws or business opportunity laws, with the following effective dates:

California	Pending
Florida	January 20, 2020
Hawaii	Not Registered
Illinois	Pending
Indiana	January 20, 2020
Kentucky	Effective
Maryland	Pending
Michigan	January 20, 2020
Minnesota	Pending
Nebraska	Effective
New York	Pending
North Dakota	Pending
Rhode Island	Not Registered
South Dakota	January 20, 2020
Texas	Effective
Utah	Effective
Virginia	Pending
Washington	Pending
Wisconsin	Pending

In all other states, the effective date of this Franchise Disclosure Document is the Issue Date of April 16, 2019, as amended January 20, 2020

RECEIPT

(KEEP THIS COPY FOR YOUR RECORDS)

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 Nothing Bundt Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Nothing Bundt Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit A.

Issuance date: April 16, 2019, as amended January 20, 2020

The franchise seller is Nothing Bundt Franchising, LLC, located at 4560 Belt Line Rd. #350, Addison, Texas 75001. Its telephone number is (702) 800-7800.

Any additional individual franchise sellers involved in offering the Nothing Bundt Cakes franchises are:

_____

_____. Nothing Bundt Franchising, LLC authorizes the agents listed in Exhibit A to receive service of process for it.

~~The franchise seller is Nothing Bundt Franchising, LLC, located at 4560 Belt Line Rd. #350, Addison, Texas 75001. Its telephone number is (702) 800-7800.~~

~~Any additional individual franchise sellers involved in offering the Nothing Bundt Cakes franchises are:~~

~~_____~~

~~_____. Nothing Bundt Franchising, LLC authorizes the agents listed in Exhibit A to receive service of process for it.~~

I have received a disclosure document dated April 16, 2019, as amended January 20, 2020 that included the following Exhibits:

A – List of State Agencies/Agents for Service of Process	G – Franchisees Who Have Left the System
B – Franchise Agreement	H – State Specific Addendum
C – Area Development Agreement	I – Confidentiality and Non-Disclosure Agreement
D – Financial Statements	J – Franchisee Disclosure Acknowledgment Statement
E – Operations Manual Table of Contents	K – Form of General Release
F – List of Franchisees	L – State Effective Dates

Date:_____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

You may return the signed receipt either by signing, dating and mailing it to Nothing Bundt Franchising, LLC at 4560 Belt Line Rd. #350, Addison, Texas 75001, or by faxing a copy of the signed and dated receipt to Nothing Bundt Franchising, LLC at (866) 712-2838.

RECEIPT

(RETURN THIS COPY TO US)

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 Nothing Bundt Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Nothing Bundt Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit A.

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Any additional individual franchise sellers involved in offering the Nothing Bundt Cakes franchises are:

_____

_____. Nothing Bundt Franchising, LLC authorizes the agents listed in Exhibit A to receive service of process for it.

~~The franchise seller is Nothing Bundt Franchising, LLC, located at 4560 Belt Line Rd. #350, Addison, Texas 75001. Its telephone number is (702) 800-7800.~~

~~Any additional individual franchise sellers involved in offering the Nothing Bundt Cakes franchises are:~~

~~_____~~

~~_____. Nothing Bundt Franchising, LLC authorizes the agents listed in Exhibit A to receive service of process for it.~~

I have received a disclosure document dated April 16, 2019, as amended January 20, 2020 that included the following Exhibits:

A – List of State Agencies/Agents for Service of Process	G – Franchisees Who Have Left the System
B – Franchise Agreement	H – State Specific Addendum
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E – Operations Manual Table of Contents	K – Form of General Release
F – List of Franchisees	L – State Effective Dates

Date:_____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

You may return the signed receipt either by signing, dating and mailing it to Nothing Bundt Franchising, LLC at 4560 Belt Line Rd. #350, Addison, Texas 75001, or by faxing a copy of the signed and dated receipt to Nothing Bundt Franchising, LLC at (866) 712-2838.