FRANCHISE DISCLOSURE DOCUMENT

ON THE FLY® FRANCHISING, LLC
A Florida limited liability company
1806 Franklin Street
Tampa, FL 33602
(813)-740-0422
b.whittaker@giantoil.com
ontheflystores.com

Our franchisees operate ON THE FLY® convenience stores at facilities where they also operate motor fuel stations.

The total investment necessary to begin operation of an ON THE FLY® franchise, excluding real estate costs, is estimated to be from $57,600 to $1,993,400. This includes $16,000 to $631,000 that must be paid to the franchisor or its affiliates. This is the total of all initial fees and payments for services or goods received from the franchisor and its affiliates before the business opens.

This disclosure document summarizes provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in the 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 Ms. Barbara Whittaker at telephone 813-740-0422 extension 24 or by email at b.whittaker@giantoil.com.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure to an advisor like a lawyer or accountant.

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

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

Issuance date: July 1, 2025, materially amended on September 19, 2025

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

Consider these facts about franchising before investing in any franchise:

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

2. **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 franchised business or may harm your franchised business

3. **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.

4. **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.

5. **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.

6. **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.

7. **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 that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

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

Special Risks to Consider About *This* Franchise

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

1. **<u>Out-of-State Dispute Resolution.</u>** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in [State]. 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 [State] than in your own state.

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

THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives the 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 license of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

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

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

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

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

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

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee or subfranchisor until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE SECTION, G. MENNEN WILLIAMS BUILDING, 6TH FLOOR, LANSING, MICHIGAN 48933, (517) 373-7117.

FRANCHISE DISCLOSURE DOCUMENT

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EXHIBITS

ON THE FLY® FRANCHISING, LLC
UNIFORM FRANCHISE DISCLOSURE DOCUMENT

Item 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

To simplify the language in this disclosure document, "we" or "our" means ON THE FLY® FRANCHISING, LLC, the franchisor, which is located at 1806 Franklin Street, Tampa, FL 33602. We are a Florida limited liability company. "You" means the person who buys the franchise. If a corporation, partnership, limited liability company or other entity buys the franchise, "you" also means each of the individual owners of the corporation, partnership, limited liability company or other entity.

We are a Florida limited liability company organized on December 14, 2018. We do business under our corporate name, and the name ON THE FLY®. We have developed a branded system for operating convenience store services at service station locations. We are licensed to use and sublicense within the United States certain intellectual property rights, including certain trade names and trademarks (the "Trade Names" and "Marks"). We have spent time, effort, and money to develop business methods, technical knowledge, specialized services, brand concepts, operational processes, trade secrets, commercial ideas, advertising materials, marketing strategies, information on sources of supply, and training techniques for operating an "ON THE FLY®" Business.

If you and we enter into a Franchise Agreement, you will operate an ON THE FLY® convenience store ("Store") pursuant to that agreement. We currently offer two types of franchise opportunities. We offer prospects the opportunity to enter into a franchise agreement granting them the rights to operate existing ON THE FLY® Businesses which are currently owned by one of our affiliates. We also offer owners of existing convenience stores the opportunity to enter into a franchise agreement and pursuant to that agreement convert their existing convenience store into an ON THE FLY® Business.

ON THE FLY® convenience stores are located at motor fuel outlets. We are not a party to any motor fuel contract between you and your motor fuel supplier, nor is any motor fuel supplier a party to your Franchise Agreement. However, if you purchase the franchise rights to operate an existing ON THE FLY® Business owned by one of our affiliates, you will be required to purchase fuel from our affiliate, Giant Oil, Inc. This disclosure document (the "Disclosure Document") describes the ON THE FLY® convenience store franchise opportunity only and not any fuel contract or motor fuel retailer or marketer business. We are not obligated to approve your franchise application, and giving you this Disclosure Document does not obligate us to approve your application, to offer you an ON THE FLY® franchise, or to enter into any agreements with you.

If we and you enter into a Franchise Agreement, you must use the ON THE FLY® system (the "ON THE FLY® System" or "System") and the Trade Names and Marks at your Store and follow all of the procedures, lay-outs, standards, specifications, instructions, and other requirements of the ON THE FLY® System set forth by us in your Franchise Agreement, ther other agreements you sign with us, and in the ON THE FLY® Operations Manual and the required specifications and procedures in the ON THE FLY® Operations Manual, training materials, and any other materials we furnish to you.

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

Our Parents, Predecessors and Affiliates
We do not have a parent or predecessor. None of our affiliates offer franchises in any line of business. Our affiliate, Giant Oil, provides fuel to some franchisees. Nine of our affiliates either operate convenience stores like the one you will operate if you sign a franchise agreement using the ON THE FLY® System, and/or they lease convenience stores to franchisees. Those affiliates are Giant Dayton, LLC, Giant Hospitality, LLC, Giant Indiana, LLC, Giant Jacksonville, LLC, Giant Ohio, LLC, Giant Oil, Inc., Giant Penn, LLC, Giant Retail, LLC, and On The Fly Holding, LLC. Building Excellence Foundation, Inc. is a non-profit 501(c)(3) that may coordinate with you and other ON THE FLY Businesses to organize fundraising and charity events. Otherwise none of our affiliates provide products or services to our franchisees at present. We as franchisor do not operate businesses of the type being franchised, We do have any other business activities.

Market Competition
The primary users of ON THE FLY® convenience stores is the general public. Your Store will operate throughout the year. Sales are usually higher during peak travel periods for motorists, typically the summer months. The market for convenience stores is well developed. You should expect to compete in a highly competitive convenience store market that includes well-established national chains, independent outlets, hypermarkets, and petroleum companies with convenience stores at their service stations.

Regulations
There are no regulations specific to our industry that will affect operation of your unit, other than those laws and regulations that may apply to businesses in general, including health and food safety regulations, and employment regulations.

Item 2
BUSINESS EXPERIENCE

<u>Chief Executive Officer</u>: <u>Basem Ali</u>

Mr. Ali has been our CEO since July 1995. Mr. Ali is also the owner/CEO of Giant Oil, Inc., a position he has held since July 1995; President of 15th Street Investment, Inc. a position he has held since March 1995; Director of Building Excellence Foundation, Inc. a position he has held since February 2022; CEO of Giant Dayton, LLC a position he has held since September 2007; CEO of Giant Hospitality, LLC a position he has held since June 2018; CEO of Giant Indiana, LLC a position he has held since October 2020; CEO of Giant Jacksonville, LLC a position he has held since June 2002; CEO of Giant Logistics, LLC a position he has held since April 2021; CEO of Giant Ohio, LLC a position he has held since March 2007; CEO of Giant Penn, LLC a position he has held since October 2023; CEO of Giant Retail, LLC a position he has held since November 2018; CEO of Giant Transport, LLC a position he has held since March, 2021; President of Investment Retail, Inc. a position he has held since January 1993; President of Jasmine of Palm Beach, L.C. a position he has held since January 1997; President of Jasmine of Palm Beach, LTD. a position he has held since December 1994; President of Manatee of Palm Beach, Inc. a position he has held since March 1995; President of N.B. World Investments, Inc. a position he has held since June 1991; CEO of On The Fly Holding, LLC a position he has held since December 2018; President of Tampa Investment Holdings, LLC a position he has held since March 2018; and CEO of Wireless Investments, LLC a position he has held since January 2015. Mr. Ali is located in Tampa, Florida.

Vice President of Real Estate & Administration: Barbara Whittaker

Ms. Whittaker is the Vice President of Real Estate & Administration for Giant Oil, Inc., a position she has held since May 2019. Ms. Whittaker is located in Tampa, Florida.

Chief Financial Officer: Tanya Nelson

Ms. Nelson has been our CFO since January 2024. From March 2023 to January 2024, she was Vice President of Financial Integration with GPM Investments, LLC in Greenville, South Carolina. From May 2021 to March 2023 she was Chief Financial Officer for Transit Energy Group, L.L.C. and from February 2021 to May 2021 she was Corporate Controller for Transit Energy Group, L.L.C. in Greenville, South Carolina. From June 2020 to February 2021 she was Corporate Controller with M.S. Management Corporation in Northfield, Illinois. From December 2013 to June 2020 she was Controller for Graham Enterprise, Inc. in Vernon Hill, Illinois. Ms. Nelson is located in Tampa, Florida.

Director of Operations – COOP & Franchises: Julian Plata

Mr. Plata has been our Director of Operations – COOP & Franchises since February, 2025. From February, 2024 to February 2025, he was the Director of Operations for MAPCO in Franklin, Tennessee. From October, 2021 to February, 2024 he was Manager, Food Service Enterprise Compliance & Execution for Murphy Oil USA in Tampa, Florida. From October, 2018 to October, 2021 he was Real Estate Manager for Murphy Oil USA in Tampa, Florida. Mr. Plata is located in Tampa, Florida.

Regional Manager: Tareq Ahmad

Mr. Ahmad has been a Regional Manager with our affiliate Giant Oil, Inc. since February 2022. Previously he was an Area Manager with Giant Oil, Inc. from September, 2019 to February 2022. Mr. Ahmad is located in Tampa, Florida.

Regional Manager: Kirk Stivers

Mr. Stivers has been a Regional Manager with our affiliate, Giant Dayton since April 2023. From February 2017 to April 2023 he was an Area Manager for the same affiliate. Mr. Stivers is located in Dayton, Ohio.

Regional Manager with Giant IN: Natalie Brooks

Ms. Brooks has been a regional manager with our affiliate, Giant IN since November 2023. From January 2023 to November 2023 she was a franchise consultant/field trainer with our affiliate Giant Dayton in Dayton, Ohio. From July 2021 to January 2023 she was an area manager with Giant Dayton, from September 2020 to July 2021 she was a mini area manager for Giant Dayton and from October 2019 to September 2020 she was a store manager for Giant Dayton. She is located in Evansville, Indiana.

Director of Fuel and Maintenance: Ahmad "George" Abboushi

Mr. Abboushi has served as Director of Fuel and Maintenance for our affiliate Giant Dayton, LLC since January 2021. Previously he was a Regional Manager of our affiliate Giant Dayton from May 2009 until January 2021. He is located in Dayton, Ohio.

Marketing Director: Hadeel Ali

Ms. Ali has been our Marketing Director since May 2023. Previously she was a Marketing Coordinator from October 2019 until May 2023. She is located in Tampa, Florida.

Training Manager: Patricia Carrano

Ms. Carrano has been our Training Manager since September, 2019. She is located in Tampa, Florida.

Item 3
LITIGATION

No litigation information is required to be disclosed in this item.

Item 4
BANKRUPTCY

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

Item 5
INITIAL FEES

Initial Franchise Fee

All franchisees pay to us an Initial Franchise Fee of $5,000 regardless of whether they are purchasing the franchise rights to operate one of our existing ON THE FLY® Businesses, or converting their existing business into an ON THE FLY® Business. You must pay the Initial Franchise Fee in a lump sum when you sign the Franchise Agreement. In consideration for the Initial Franchise Fee, we grant you a franchise to operate an ON THE FLY® Franchised Business at one location. In 2024, we charged Initial Franchisee Fee of between $0 - $5,000.

Training Fee

In addition, all franchisees pay to us a Training Fee in the amount of $2,000 per individual attending our initial training program. You, or your owners (if you are an entity) and your Designated Manager, are required to attend initial training. Only management level personnel may attend initial training. Generally, two to three people from each franchisee attend initial training, resulting in Training Fees of $4,000 - $6,000. If you send more than two or three individuals, your Training Fee will be higher.

Location Payment and Inventory Payment

If you purchase the franchise rights to operate an existing ON THE FLY® Business owned by one of our affiliates, you will pay the affiliate that owns the business an amount equivalent to the value it places on the goodwill associated with the specific ON THE FLY® Business you will operate (the "Location Payment"). This payment is in partial consideration for the benefit of obtaining the right, under the Franchise Agreement, to operate a location with established goodwill. You are not purchasing the goodwill through the Location Payment. All goodwill associated with the brand, and the location, continues to belong to us. Generally, Location Payments will range from $0 to $500,000. The amount of the Location Payment you pay will be based on the following: the market area, historic volume of fuel sales, and the inside sales volume of the Store you lease, the amount of competition in the area near the Store, the Store's proximity to highly traveled thoroughfares, the amount of crime in the area around the Store, the average household income of the area near the Store, and other material factors.

In addition, if you purchase the franchise rights to operate an existing ON THE FLY® Business owned by one of our affiliates, you will pay the affiliate an amount equal to the value of the existing ON THE FLY® Business' inventory. That value of each Business's inventory will be different depending on what inventory the Business has at the time you take possession of the premises, however we estimate that the value of the inventory in a 500 – 1,000 square foot convenience store will be $8,000 - $45,000; the value of the inventory in a 1,001 – 1,500 square foot convenience store will be $18,000 - $80,000; and the value of the inventory in a convenience store that is larger than 1,500 square foot will be $24,000 - $120,000. The value of the inventory in the ON THE

FLY® Business you operate will be determined by a third party you will engage to conduct the valuation.

Veteran Discount

If you are a first time ON THE FLY® franchisee, and you are a veteran of the U.S. Army, U.S. Navy, U.S. Marine Corps, U.S. Air Force or U.S. Coast Guard who can provide documentation showing that you received an honorable discharge you are entitled to a veteran discount off of the Initial Franchise Fee. The amount of the discount is currently the lesser of 20% off the Initial Franchise Fee if you receive this FDD less than five (5) years from the date of your discharge, or the lesser of 10% off the Initial Franchise Fee if you receive this FDD more than five (5) years from the date of your discharge.

All fees identified in this Item 5 must be paid to us before you will be entitled to exercise your rights under the Franchise Agreement to assume the operation of your ON THE FLY® Business, if you are purchasing the franchise to operate one of our affiliate's existing ON THE FLY® Businesses, or before you will be entitled to exercise your rights under the Franchise Agreement to identify your existing business as an ON THE FLY® Business if you are converting an existing location. The Initial Franchise Fee is deemed fully earned upon payment and no refunds will be made.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	1% - 5% of Gross Receipts of the previous month	On the 20th day of the following month unless otherwise designated. The amount shall be calculated and withdrawn by us from your designated bank account by Automatic Clearing House transfer. You must establish a checking account in which you maintain a balance at least as great as your average monthly royalty and marketing contribution and sign an agreement in the form required by Attachment 2 to the Franchise Agreement or in any other form required by the bank	The amount of your Royalty will be established prior to you entering into the Franchise Agreement. The Royalty will be determined by us and will be based on the Gross Receipts the business is generating from fuel and in-store sales. "Gross Receipts" means the total amount of money or other consideration your customers pay you or your Related Parties for all products and services that are part of the "ON THE FLY®" Business which you or your Related Parties delivered within an accounting period, excluding lottery and lotto revenue and money order revenue. This is separate from any service

Type of Fee	Amount	Due Date	Remarks
		to enable us to withdraw funds from the account by automatic clearing house transfer.	station or gasoline supply agreement. "Related Party" or "Related Parties" means people and companies associated with us or you, as the context suggests, including general partners, limited partners, shareholders, members, companies in which we or you have an interest, companies in which any person or company owning an interest in you also has an interest, and our officers, directors, agents or employees or your officers, directors, agents or employees.
Marketing Contribution	1.0% of total Gross Receipts of the previous month	Same as Royalty	See Remarks for Royalty
Lease Payments	$1,000 - $25,000 per month	Paid pursuant to the terms of the Lease Agreement between you and our affiliate if you franchise an existing ON THE FLY® Business.	Franchisees purchasing the franchise rights to operate an existing ON THE FLY® Business will lease the Business' premises and most of the equipment located at the Business' premises from our affiliate. The amount of the payments varies based on the premises, the type, and amount, of equipment in the location and the amount of security deposit, taxes, additional rent and other fees owed under the lease.
Equipment Maintenance Fees	$1,000 per month	First day of each month.	You pay us, or our affiliate, a monthly fee to cover the costs of maintaining and/or repairing, the equipment in your ON THE FLY® Business' location, which you lease from our affiliate.
Audits	Our expenses for the audit under circumstances described in "Remarks".	Paid when invoiced	If we performed the audit because you did not provide required financial statements at the times and in the format specified in the Operations Manual or if the underpayment exceeds three percent (3%) of the total royalty

Type of Fee	Amount	Due Date	Remarks
			or the total marketing contribution payment for any period covered by the audit, you must reimburse us for our expenses for the audit.
Training Fees	$2,000 per person for initial training.	Payable in advance of training	For you and your Designated Manager (if any) at inception and later if you replace your Designated Manager we may also charge a training fee for continuing programs from time to time, but no such programs currently exist.
Back Office Software License Fees	A monthly license fee of $0-$500	Payable within ten (10) days after year end	If and when we choose to charge this fee this fee will be used to cover the costs we incur to provide you with the BOS software.
Retail Technology System fees	$350 - $900/mo	First day of each month.	This fee is paid to us as reimbursement for the costs we pay to the POS provider of the POS system used at the Store , including network fees, help desk fees, firewall fees and other fees. The amount of the fee varies based on the number of terminals and the brand of the POS system. The POS fees are dictated by the fuel provider whose fuel will be sold at the Store.
EDI Fee	Currently, $0	Paid when invoiced	We are currently paying a vendor to import order data from three of the system's largest suppliers into our invoicing system. We reserve the right to require franchisees to reimburse us for each franchisee's share of the costs for these services, but are not currently doing so. We will provide you with advanced notice if we choose to require reimbursement in the future.
Renewal Fee	$1,000	Prior to agreement upon renewal	There are other requirements for renewal. See Item 17 below.

Type of Fee	Amount	Due Date	Remarks
Transfer Fee	$2,000	When you notify us of your request to transfer and submit a proposed transferee for approval	This fee is nonrefundable even if we do not approve of the proposed transfer.
Annual Meeting (or "Convention") Registration Fee	$250 per person	Due no less than one week before the annual meeting or convention	If we hold this, you are required to attend or your Designated Manager must attend.
Interest on Late Payments	18% per year or the highest rate allowed by applicable law on the date when payment is due, whichever is less.	As incurred	The fact that we impose these charges is not a waiver of our right to be paid on time.
Tax Reimbursement	Varies	When invoiced	This is described in Franchise Agreement Section 6.14
Reimbursement for court costs, arbitration fees and attorneys fee	Varies	When invoiced	If we are the prevailing party in any dispute with you, you will be required to reimburse us for any court costs, arbitration fees and attorneys fees we incur in relation to the dispute.
Liquidated damages	A sum equal to the average month of your greatest six months of royalties, multiplied by the number of months remaining in the term of the franchise agreement.	When invoiced	If the franchise agreement, or any successor agreement, is terminated due to your abandonment or other default, you must pay us an amount equal to the sum described here as liquidated damages.
Indemnification	Varies	When invoiced	You must indemnify us for any costs we incur for claims, obligations and damages rising directly or indirectly from your operation of your ON THE FLY® Business, the business you conduct under the franchise agreement, or your breach of the franchise agreement.

NOTE:

All fees are imposed by and payable only to us. All fees are non-refundable. Not all fees are charged uniformly to all franchisees.

Item 7
ESTIMATED INITIAL INVESTMENT

The estimated investment needed to establish your ON THE FLY® franchise is described in the tables below. The tables do not include expenses associated with the sale of branded motor fuel at the premises under any fuel contract. The tables also do not cover the costs of acquiring the Store's physical premises (whether by purchase or lease) or improving it to meet the fuel suppliers image standards for motor fuel facilities.

These figures are only estimates and we do not promise that your actual costs will be as shown in the table below. You may incur additional expenses depending on your circumstances. You should review these estimates carefully with a business advisor before deciding whether to acquire an ON THE FLY® franchise. The amount needed to develop an ON THE FLY® store as described in this FDD can vary widely depending on the Store's size and business volume, required image and architectural improvements, type and condition of existing equipment and fixtures, requirements imposed by the Americans With Disabilities Act and local laws and building codes, and other factors. You will need to carefully assess the costs that may be incurred in your particular circumstances and be prepared for unanticipated circumstances. The 3-month period for "Additional Funds" is not intended, and should not be interpreted, to identify a "break even" point for your Store we do not guaranty when or whether your Store will break even.

All payments to ON THE FLY® are non-refundable unless otherwise stated. Typically, amounts paid to third parties are not refundable. You should check with each supplier or service provider for that information. The table provides estimates for three different ON THE FLY® store sizes.

Amount						
Expenditure	500-1000 sq. ft.	1001-1500 sq. ft.	>1501 sq. ft (Note A)	Method of payment	When Due	Payee
Initial Franchise Fee	$5000	$5000	$5000	Lump Sum	At Initial Signing	Company
Location Payment (Note B)	$0 - $100,000	$10,000-$150,000	$50,000 - $500,000	Lump Sum	At Initial Signing	Our affiliate
Development Costs (Note C)	$0-$12,000	$0-$12,000	$0-$12,000	As billed	As Incurred	Architect/Engineering Firm
Construction Costs (Note D)	$10,000-$200,000	$10,000-$300,000	$10,000-$1,000,000	Per contract with general contractor	Per contract with general contractor	General Contractor

Store Equipment (Note E)	$10,000-$110,000	$10,000-$150,000	$10,000-$250,000	As Billed	As Incurred	Suppliers
Graphics and Signage	$10,000-$40,000	$10,000-$40,000	$10,000-$40,000	As Billed	As Incurred	Suppliers
Retail Technology System	$1,200-$2,000	$2,400-$4,000	$3,600-$8,000	As Billed	As Incurred	Suppliers
Connection and Operating Expense for Retail Technology System	$350-$900	$350-$900	$350-$900	As Billed	As Incurred	Company & Suppliers
Back Office System	$50-$500	$50-$500	$50-$500	As Billed	As Incurred	Suppliers
Inventory Prescan Services	$0-$1,200	$0-$1,200	$0-$1,200	As Billed	As Incurred	Service Provider
Permits (If applicable) (Note F)	$0-$10,000	$0-$10,000	$0-$10,000	As Incurred	As Incurred	City, County or Government Agency
Food Safety Audit (Note G)	$0-$2,800	$0-$2,800	$0-$2,800	As Incurred	As Incurred	Service Provider
Travel and Living Expenses while training (per person)	$0-$2,000	$0-$2,000	$0-$2,000	As Incurred	As Incurred	Airlines, Hotels and Restaurants
Convenience Store Opening Inventory (Note H)	$8,000-$45,000	$18,000-$80,000	$24,000-$120,000	As Billed	As Incurred	Suppliers
Supplies	$2,000	$2,500	$3,000	As Billed	As Incurred	Suppliers
Grand Opening Expenses	$1,000-$8,000	$1,000-$8,000	$1,000-$8,000	As Billed	As Incurred	Suppliers
Additional Funds – 3 months	$10,000-$30,000	$10,000-$30,000	$10,000-$30,000	As Incurred	As Incurred	Employees, Suppliers, Utilities, Lenders
Estimated Total Investment (excluding real estate purchase and lease costs)	$57,600 - $571,400	$79,300 - $798,900	$127,000 - $1,993,400			

Note A: Building sizes represent only a building's retail sales area, not the entire building.

Note B: Location Payment – You will only pay a Location Payment if you purchase the franchise rights to an existing ON THE FLY® Business that is currently operated by one of our affiliates.

Note C: Development Costs - Costs to develop the project including architectural, engineering, third-party project management, and government agency fees. All costs are estimates to complete work within the building envelope. Costs associated with work outside of the building envelope are not included.

Note D: Construction Costs - These costs are estimates for the construction work and materials within the building envelope necessary for the Store to conform to the ON THE FLY® requirements. These costs are more likely to be incurred if you are converting an existing convenience store to an ON THE FLY® Business. However, if you are purchasing the franchise rights to an existing ON THE FLY® Business that is currently owned by one of our affiliates, which needs to be updated to meet our current standards, you may still incur construction costs.

Costs for construction work and materials outside of the building envelope are not included. Your actual costs will depend on the scope of work involved, cost of labor and materials in your geographic area, and the age of the premises. Your costs may also be higher and the scope of work more extensive if your Store is not currently compliant with disability access requirements or if previous work completed at the premises was done without required permits.

Note E: Store Equipment – If you purchase an existing ON THE FLY® Business, you will lease the Business' equipment from our affiliate along with the premises of the Business. However, if the existing ON THE FLY® Business needs to have equipment not leased to you by the affiliate replaced, or needs to add equipment that is not leased to you by the affiliate, in order to meet our standards, you will need to purchase that equipment. Or if you are converting a convenience store you own, you will need fixtures, display cases, product shelves, food preparation equipment, signs, graphics, POS equipment and other equipment that meet our standards. If your existing equipment does not meet our standards, you will need to purchase new equipment from suppliers Company designates. Other building components also are your responsibility but may be purchased from the supplier of your choice. These other costs are not included in the Store Equipment costs but are included in the estimated Construction Costs.

Note F: Costs of required permits vary depending on state and local requirements and the circumstances of your location. It is possible that your costs could significantly exceed the costs shown in the table if the jurisdictions in which your Store is located require more permits, or charge higher permitting fees.

Note G: If we approve any type of non-required food offering at your Store, you must pass an initial compliance audit and enter into a contract with a food service audit provider we designate to conduct annual audits of the foodservice program. You must conduct the food offering in compliance with certain minimum requirements described in the Operations Manual. Besides the fee noted, you are responsible for the auditor's travel and living expenses.

Note H: For conversions and interior retrofits, your inventory cost will depend on how much of your stock at the time of conversion meets Company's requirements for an ON THE FLY® business, and how much additional inventory you need to purchase in order to meet those requirements.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To promote uniformity and consistency in all ON THE FLY® stores, the Franchise Agreement gives us the right to require you to purchase or lease certain products and services from us, our affiliates or other supplies who we designate, or require you to purchase certain products or services meeting specifications which we set.

Obligations to Purchase or Lease from Us or our Affiliate

If the premises of your ON THE FLY® business has fuel pumps, you must have an arrangement to sell fuel. If you are purchasing the franchise rights to an existing location owned by one of our affiliates, you will be required to enter into a commission agent’s contract with our affiliate, Giant Oil, Inc. in a form similar to the template agreement attached to this disclosure document as Exhibit F. If you are converting an existing business you own to an ON THE FLY® Business, you have fuel equipment at the business’ premises, and you have an existing fuel contract in effect at the time you sign the franchise agreement, you may continue to purchase fuel from your existing supplier for the term of that contact. You must have a fuel contract in effect at the time you sign the franchise agreement, and throughout the term of the franchise agreement. At the time your fuel contract expires, we may require you to enter into a commission agent’s contract with our affiliate Giant Oil, Inc. which will be similar to the template agreement attached hereto as Exhibit F.

If you are a lessee retailer, you will also have a retailer lease in effect for the premises.

To qualify for an ON THE FLY® franchise, you must accept Giant Oil, Inc’s (or your fuel brand’s) proprietary credit and payment cards and use the required retail technology system for clearing credit, debit and payment card transactions, except as otherwise required by us. There are obligations related to your fuel contract that are not addressed in the Franchise Agreement or in this Disclosure Document. Please refer to your fuel contract for those Obligations.

Except as stated herein, we or our affiliates are not currently suppliers of any required product, or service, but if we become suppliers, and so require, you would have to buy or lease the product or service from us.

Obligations to Purchase or Lease Products and Services from Others, or Meeting our Specifications

You must purchase all products, services, supplies and equipment we designate from manufacturers, suppliers or distributors (“suppliers”) that we approve, or purchase or lease products, services, supplies and equipment meeting our designated specifications. At this time at least 75% of the inventory sold in your Store must be purchased from our approved suppliers. Our approved suppliers and product specifications are stated in the Operations Manual. Some approved suppliers are or may be designated as the exclusive supplier for certain products or services. We have the right to add new suppliers, revoke approval of a previously approved supplier or otherwise change a supplier’s status. For all the suppliers we require or recommend, you must contract directly with the supplier and are solely responsible for payment for products, services, equipment and supplies, unless we indicate otherwise. We are not responsible for any supplier's performance or the acts or omission of suppliers. Unless we specify otherwise, we will not be a party to or a guarantor of any agreement between you and a supplier. Supply arrangements are vitally important in the convenience store business and may directly affect the success of your franchise. Our supply arrangements and policies, including the approved and exclusive suppliers identified in this Item 8, and the product and service specifications referenced in this Item 8, are important and integral features of the ON THE FLY® System. You should carefully consider the benefits and business restrictions imposed by these provisions.

Exclusive Suppliers

We have negotiated or may negotiate favorable terms with approved suppliers for required products, services, equipment and supplies. Some of these suppliers will be designated "exclusive suppliers" for certain types of products, services and other items, which means that you may only purchase such products from the supplier we designate. We may change approved or exclusive suppliers from time to time in our discretion.

Currently our only exclusive supplier is Core-Mark Holding Company, Inc ("Core-Mark"), which is currently the exclusive supplier of required tobacco, snack products, coffee and hot beverage products, private label products, food service and other categories of general merchandise goods we specify, and of certain ON THE FLY® proprietary supplies bearing our Marks. You must use Core-Mark as your sole supplier for the products we specify.

Products and Services that Must be Purchased from Approved Suppliers or Pursuant to our Specifications

The following products and services must be purchased from approved, and sometimes exclusive, suppliers, or must meet specifications. We may require you to offer any and all of the products and services identified below, however, not all ON THE FLY® businesses are required to offer and sell all of these products. Whether or not your Store is required to offer and sell a particular type of products on this list will depend, in part, on the size of the Store, and its features.

Coffee and Cold Beverage Programs – We have designated an approved supplier as the exclusive brand for dispensed coffee and cappuccino blends. In addition to purchasing coffee and cappuccino supplies from the approved supplier, you must (1) use equipment meeting the supplier's and our standards to prepare, hold and serve dispensed coffee beverages at your Store , and (2) display signs and other materials we require to promote the coffee offerings. You must make available for sale chilled energy drinks and other beverages we specify and must display signs and other materials we require to promote the program. Cold beverage products must be presented for sale in refrigeration equipment and display racks we require. If you purchase the right franchise an existing ON THE FLY® Business that is currently operated by an affiliate of ours, the required equipment may be leased to you by the affiliate.

To Go Program - You may be required to make hot and cold quick-serve food available at the Store for sale to customers. These products include hot prepared foods, sandwiches and pastries all of which must be obtained from suppliers we designate. You must prepare these foods in equipment we specify. If you purchase the right franchise an existing ON THE FLY® Business that is currently operated by an affiliate of ours, the required equipment may be leased to you by the affiliate.

Fountain Drink Program - You may be required to make fountain drink products available at the Store for sale to customers. If so, you must maintain and operate at the Store a fountain dispensing machine that meets our specifications. You must allocate products for sale in the fountain dispensing machine with products from the suppliers as we may designate. You must arrange for fountain equipment cleaning and maintenance through an approved supplier. If you purchase the right franchise an existing ON THE FLY® Business that is currently operated by an affiliate of ours, the required equipment may be leased to you by the affiliate.

Frozen Carbonated Beverage Program - Depending on your Store layout, you must maintain and operate at the Store a frozen carbonated beverage machine which we specify (between two and four barrels). If you purchase the right franchise an existing ON THE FLY® Business that is currently operated by an affiliate of ours, the required equipment may be leased to you by the affiliate.

Flyby Kitchen Program – You must use our proprietary kitchen program, including all equipment used in that program, if we require it for your Store. If so, you much purchase product and equipment for the kitchen program from us, or another supplier we designate.

Tobacco Program - You must sell tobacco products at the Store if permitted under state and local Laws. If you sell tobacco products, you must purchase those products from suppliers we designate. We may require the display of tobacco products in required merchandising equipment/fixtures. If you purchase the franchise rights to operate an existing ON THE FLY® Business that is currently operated by an affiliate of ours, the required equipment may be leased to you by the affiliate.

Beer and Wine Program – If you are permitted by state and local laws to sell beer and wine at the Store, you must obtain the required permits and offer specified products we may require for sale at the Store. These products are typically purchased from the local distributor permitted to sell those products in your Store's area.

ATM Program - You may be required to have an automated teller machine ("ATM") at the Store. The ATM must meet our specifications.

Lottery/Lotto Program - If you are permitted under state and local laws to sell Lottery and Lotto tickets and games at the Store, you must obtain the required permits and offer for sale specified products we may require.

Approved Contractor – If you own an existing convenience store, and are entering into a franchise agreement to convert your Store to an ON THE FLY® Business, to qualify for the conversion incentive funds offered by us, you must use a general contractor approved by us, except as otherwise provided in Item 10 of this Disclosure Document.

Store Equipment, Signs, Interior Graphics and Other Image Elements - To meet the ON THE FLY® System's image standards, you will need to install at your location certain fixtures and equipment, signs, interior graphics and other image elements as we may specify. If you own an existing convenience store and are entering into a franchise agreement to convert your Store to an ON THE FLY® Business, we may, in our discretion, procure these items for you under the Conversion Incentive Agreement which is Exhibit C to this Disclosure Document.

Uniforms - All Store personnel must be dressed in uniforms approved by us. Uniforms must be purchased from a designated supplier whom we have authorized to use the ON THE FLY® Mark.

Insurance – You must purchase and maintain a policy or policies of comprehensive general liability insurance covering all of your "ON THE FLY®" Business assets, personnel and activities on an occurrence basis with limit for bodily injury, death, or property damage of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate. You must also carry (1) casualty insurance in a minimum amount equal to the replacement value of your interest in your Premises, including furniture, fixtures and equipment, and (2) business interruption insurance in an amount sufficient to cover the rent of your Premises, salaries and wages of key personnel, royalties, marketing contributions and other fixed expenses. In addition, if you have employees, you must maintain policies of workers' compensation insurance, disability insurance and any other types of insurance required by applicable law. Each insurance policy that we require under this Agreement must contain a provision that the policy cannot be canceled without thirty (30) days' written notice to us. Each policy of insurance must be issued by an insurance company with an A.M. Best rating of A- or better. We must be designated as an additional named insured or loss payee, as appropriate, on each policy. Each insurance policy must be satisfactory to us in form, substance and coverage. We must be named as additional insured and certificate holder on each such insurance policy. You must deliver a certificate of the issuing insurance company evidencing each policy to us as soon as the policy is issued or renewed. Failure to maintain the minimum required insurance and provide evidence of the insurance to us is a material breach of this Agreement.

Food Service Supplies- All napkins and grocery bags provided to customers at the Store , and all standardized wrappings, cups, containers and refill vessels used to package prepared food products sold at the Store for immediate consumption, must bear our Marks or the trademarks of suppliers designated by us. These wrappings, cups, containers, grocery bags and napkins must be purchased from suppliers approved by us. We may require other programs from time to time.

Alternative products and services and alternative suppliers

If you wish to use an alternative supplier for any product, service, supply or equipment, that we require you to obtain from an approved supplier (an "Alternative Supplier"), or if you wish to purchase products or services that do not conform to our specifications (an "Alternative Product"), you must obtain our prior approval. You must request our prior approve by submitting a written request. In determining whether we will approve any Alternative Supplier, we shall consider in our sole discretion various factors, including but not limited to the proposed Alternative Supplier's pricing of products; its ability to meet our then-current standards and specifications for such items; the breadth of its product offering; the adequacy of its quality controls; and its capacity to supply our franchisees' needs promptly and reliably. We may inspect the proposed Alternative Supplier's facilities and require samples from the proposed supplier for testing. The proposed Alternative Supplier's advance permission for our inspections will be a condition of the continued approval of the supplier. In determining whether we will approve of any Alternative Product, we may require you, or the supplier of the Alternative Product to provide samples, and to submit those samples to any testing we deem appropriate. We may impose a charge that does not exceed the reasonable costs of inspection and testing of an Alternative Supplier or Alternative Product. This charge may be paid by you or the proposed supplier. If you submit a request for an Alternative Supplier or an Alternative Product, and we do not approve of the request in writing within sixty (60) days, the request is deemed denied. We may revoke our prior approval of an Alternative Supplier or an Alternative Product by giving you notice of that revocation in writing.

All products, services, supplies and equipment for which we have not designated an approved supplier may be obtained from any supplier you choose as long as they meet all specifications, if any, that we establish. If we notify you that the supplier does not meet our quality standards and specifications you must stop using that supplier.

Purchase or Distribution Cooperatives

We have negotiated purchasing programs for products you are required to purchase and sell at your Shop with Core-Mark, Pespi, Coca-Cola and Red Bull. This programs may include rebates which are paid to you based on the volume of product you purchase, and/or for how you display their products. Other than these purchase programs, there are no other purchasing or distribution cooperatives established as part of the ON THE FLY® System.

Rebates

Suppliers of products or services you purchase or lease, including those with whom we have negotiated purchasing programs, may offer you, or us, consideration in the form of negotiated prices, rebates, allowances and/or reductions in equipment costs. You authorize us to negotiate and collect from suppliers allowances, commissions, rebates or similar payments (including retail "everyday pricing" incentives) based on your purchase, sale, or promotion of goods and services at the Store (collectively "Rebates"). Rebates that suppliers provide may be based on volume (by way of example only $.01 per carton or gallon of the product purchased from the supplier or sold to customers) or as a percentage of the dollar amount of the purchases or sale. Other examples may include without limitation, flat payments for product placement or free or discounted equipment used in connection with the sale of the supplier's product. These programs vary widely and are subject to change. If you qualify for the Rebates, they may be paid directly to you, or they may be paid to us. If a rebate you are to receive is paid to us we agree to pass it through to you either as a payment from us to you or as a credit against amounts owed by you to us. To qualify for Rebates you must be a current ON THE FLY® franchisee and meet all of our and the supplier's conditions relating to the Rebate, which may include participation in promotional offers and pricing. We will advise you of any of our Rebate programs in writing, including without limitation the POP materials that must be displayed, the products covered, and the deal that must be offered to customers to run the promotion. You must participate in certain required promotions as we designate in order to qualify for Rebates. If you do not participate in the required promotions, you will not qualify for any Rebates for any promotion. Additionally, you must utilize the POS or other procedures and systems that may be required by us in the prescribed manner to ensure that we have the data needed to calculate Rebates. We will advise you of these procedures and requirements. Your right to receive Rebates automatically terminates upon the termination, or nonrenewal, of your Franchise Agreement for any reason regardless of when the Rebates accrued. Depending on how the supplier structures the Rebate program and the data available to us, it may not be possible to calculate the precise amount of the Rebate attributable to each ON THE FLY® store's purchases, sales or promotions. In that case, we may use any reasonable method to calculate the Rebate amount collectively or individually attributable to ON THE FLY® franchisee purchases, sales or promotions. Under the current tobacco manufacturer Rebate programs, we may forward to you Rebates we receive from tobacco manufacturers based on your compliance with their promotional requirements. Typically, tobacco manufacturers track and calculate the tobacco Rebates for each participating store and provide that information to us. If that practice were to change, the tobacco Rebates in question would be treated like other Rebates.

Suppliers change Rebate programs frequently. The availability and terms of programs may change over the term of your Franchise Agreement. We do not promise continuation of any particular program.

In 2024, all Rebates we received that were based on purchases made by franchisees were paid to, or credited to, franchisees. Therefore, none of our total revenue of $238,569 was derived from required purchases or leases of products or services by franchisees. Our affiliate, Giant Oil Inc received $201,667.25 in revenue from required purchases or leases made by franchisees. Our affiliate, Giant Jacksonville LLC received $148,691.88 in revenue from required purchases or leases made by franchisees. Our affiliate, Giant Ohio, LLC received $42,880.76 in revenue from required purchases or leases made by franchisees. Our affiliate, Giant Dayton LLC received $214,128.05 in revenue from required purchases or leases made by franchisees.

Other Matters

We estimate that the cost of your purchases of products and services from required suppliers will range from 30% to 95% of the total cost of establishing your Store. The estimated percentage of your required purchases and leases from you will make in operating your business from sources we designate or pursuant to our specifications is 50%-100%. The high end of these ranges reflect the estimated percentage for franchisees that are leasing their location from an affiliate of ours and paying a Location Fee.

We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers. Complying with these requirements is part of your responsibility as an ON THE FLY® franchisee.

Other than us, and our affiliates, there are no other approved suppliers in which any of our officers own an interest.

We may require that you utilize e-commerce products or services designated by us.

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	3.12, 4.1 and Attachment 1	Item 12
b. Pre-opening purchases/leases	4.1, 6.4, 6.7, 6.8, 6.9	Items 7, 8 and 11
c. Site development and other pre-opening requirements	5.1, 7.2, 7.4-7.9	Items 6, 7, 8, 11, 13,14, 15, and 16
d. Initial and ongoing training	5.1, 6.7, 6.8, 7.2	Item 11
e. Opening	7.2 and Attachment 1	Item 12
f. Fees	6.1-6.15	Items 5 and 6
g. Compliance with standards and policies/ Operations Manual	3.7, 3.10, 5.3, 5.6, 7.2-7.10.	Item 11
h. Trademarks and proprietary information	3.11, 7.1	Items 13 and 14
i. Restrictions on products and services offered	4.3 and 5.6	Items 8, 12 and 16
j. Warranty and customer service requirements	7.2.3, 7.2.4 and 7.2.6	Item 8
k. Territorial development and sales quotas	4.1-4.3	Item 12
l. Ongoing product/service requirements	3.11, 5.3, 5.5 5.6, and 7.2-7.8	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	3.10, 5.3, 7.2.3, 7.2.5, 7.2.7	Item 11
n. Insurance	7.6	Item 7 and 8
o. Advertising	6.2, 7.1.4	Items 6, 11 and 12
p. Indemnification	8.5	Items 13 and 17
q. Owner's participation/ management/staffing	7.4	Item 15
r. Records and reports	7.5	Items 6 and 8
s. Inspections and audits	6.6	Item 6
t. Transfer	9.1–9.8	Items 6 and 17

u. Renewal	4.4.2 and 6.10	Items 6 and 17
v. Post-termination obligations	8.5-8.6 and 10.3-10.6	Item 17
w. Non-competition covenants	8.6	Item 17
x. Dispute resolution	11.7-11.13	Item 17
y. Other	Not Applicable	Not Applicable

Item 10
FINANCING

Franchise Conversion Incentive

If you are entering into the franchise agreement to convert an existing convenience store you own or proposing to construct a new build store to be an ON THE FLY® business, you may apply for our Franchise Conversion Incentive. If you are approved to receive the Franchise Conversion Incentive, you and we will enter into a Franchise Conversion Incentive Agreement, a copy of which is attached to this Disclosure Document as Exhibit C. You may, or may not, have to pay us back the amount of the Franchise Conversion Incentive. The amount of the Franchise Conversion Incentive will be the lesser of:

1) 1.5 times the monthly average of the existing Store's gross sales during the 12-month period immediately preceding the submission of your franchise application to us, adjusted so that the Store's gross sales are calculated consistent with the definition of gross sales stated in the franchise agreement. If the Store does not have 12-months' worth of gross sales in the 12-month period immediately preceding the submission of your franchise application to us, the estimated average monthly gross sales for the Store as determined by an independent firm hired by you at your expense, subject to our approval; or
2) The actual reasonable costs to pay for the eligible work needed to bring the existing Store into compliance with our standards for ON THE FLY® businesses (see the description of eligible work below).

You will engage a general contractor approved by us to perform the conversion work. We will communicate to the contractor the work needed to bring the Store into compliance with our standards, procure equipment that the Store will be required to have to meet our standards and use the Franchise Conversion Incentive to pay the contractor and equipment suppliers for the work and equipment needed, up to the amount of the Franchise Conversion Incentive. Only those costs necessary to bring the Store into compliance with our standards will be eligible for payment with the Franchise Conversion Incentive. Other work, such as work needed to bring the existing Store into compliance with building code requirements, will not be eligible for payment with the Franchise Conversion Incentive. It is your responsibility to obtain all permits necessary for the work. The Franchise Conversion Incentive may or may not be sufficient to cover all of the costs of the work and equipment required to bring the Store into compliance with our standards. If it is not, you will be required to pay for all work and equipment required to bring it into compliance.

If the Store is not in compliance with all of our standards, or otherwise ready for you to operate as an ON THE FLY® business by the Start Date established in the franchise agreement, or if you, or we, terminate the franchise agreement before the Store opens as an ON THE FLY® business, you must pay to us all amounts we paid from the Franchise Conversion Incentive. If the franchise agreement is terminated by you, or us, after the Store is opened as an ON THE FLY® business, but before the franchise agreement's expiration date, you will be required to pay us back all, or a portion, of the Franchise Conversion Incentive depending on how long the Store has been operated as an ON THE FLY® business. If the franchise agreement is terminated during the first twelve months that you are operating the Store as an ON THE FLY® business, you must pay us back 100% of the Franchise Conversion Incentive. However, for each full 12-month period that you operate the Store as an ON THE FLY® business pursuant to the franchise agreement, the amount of the Franchise Conversion Incentive that you must pay back upon early termination decreases by 10%. If you are required to pay back all, or a portion, of the Franchise Conversion Incentive, that amount will be come immediately due and owing upon the termination of the franchise agreement. By executing the guarantee included with the franchise agreement, your owners and their spouses, if you are an entity, will guarantee your obligations to pay back the Franchise Conversion Incentive, if any, under the Franchise Conversion Incentive Agreement.

Other than the arrangement noted above, 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.

Our Pre-Opening Obligations (these do not apply to renewing franchisees)

If you are converting an existing convenience store into an ON THE FLY® business, our execution of the franchise agreement will serve as approval of your location. (Section 4.1 of the Franchise Agreement). The factors we will consider when deciding whether to approve your location to become an ON THE FLY® business include, but are not limited to: the market area, historic volume of fuel sales, and the inside sales volume, the amount of competition in the area near the location, the location's proximity to highly traveled thoroughfares, the amount of crime in the area around the location, the average household income of the area near the location, and other material factors. If you are purchasing the franchise rights to operate an existing location currently owned by one of our affiliates, we will approve you to operate the location and facilitate the transfer of the location's operations from our affiliate to you. (Section 4.1 of the Franchise Agreement).

We will give you access to our standards for ON THE FLY® stores, such as image and architectural standards, and access to approved supplier information for signs, equipment and store graphics so that you can ensure your ON THE FLY® business is, and remains, compliant with all of our standards. (Section 5.3 of the Franchise Agreement).

Construction Plans and Specifications - We will review and approve permit applications, construction plans, site layout plans, and specifications for compliance with our standards for ON THE FLY® stores. (Section 4.1 of the Franchise Agreement). Our review and approval of your plans will be limited to confirming that the plans are consistent with our specifications and standards. We will not review your plans for compliance with applicable building codes, ordinances and permitting obligations. You are solely responsible for ensuring that the premises of your ON THE FLY® business is in compliance with all applicable laws and regulations. At your request we will provide blueprints and construction plans of standard store layouts suitable for a newly renovated stores. Except for the Franchise Conversion Incentive summarized in Item 10, we are not obligated to provide any other assistance for the construction, refurbishment and other work required to bring your ON THE FLY® business into compliance with our standards. Unless you lease your Store from one of our affiliates, it is your sole responsibility to obtain the necessary permits to construct to our standards and operate your Store. Such permits include, but are not limited to, permits and licenses necessary for the sale of beer and wine, tobacco and lottery items, where permitted. You are solely responsible for compliance with all laws, regulations and ordinances concerning the construction, layout and design of your Store, including permitting requirements, building codes, the Americans With Disabilities Act and any other laws concerning access to public accommodations notwithstanding any pre-opening assistance from us.

Store Conversion Assistance – If you qualify for the Franchise Conversion Incentive we will comply with our obligations under the Franchise Conversion Incentive Agreement a template of which is attached as Exhibit C to this Disclosure Document.

Approved Suppliers of Required Goods and Services - We will give you a list of approved and exclusive suppliers of convenience store goods and services. (Section 5.6 of the Franchise Agreement).

Operations Manual - We will give you access to our confidential ON THE FLY® Operations Manual. You must operate and maintain your Store in compliance with the standards, methods, procedures, requirements and instructions, provided in this Manual. We will update the ON THE FLY® Franchise Operations Manual from time to time. (Section 5.3 of the Franchise Agreement).

Training - We will provide our initial training program for ON THE FLY® franchisees to you and a Designated Manager as set forth in Franchise Agreement Section 5.1 at the cost of $2,000 per person for initial training. A description of our training program is included later in this Item 11. You are responsible for all training expenses, including travel and living expenses for everyone attending training from your organization. Apart from the pre-opening training program, we are not required to help train your employees and we are not required to help you hire employees.

Opening of Your Business

Opening (Section 7.2 of the Franchise Agreement)-- We estimate that franchisees purchasing the franchise rights to operate an existing ON THE FLY® Business currently operated by one of our affiliates can typically take over operations of the Store in 3 to 8 weeks after they sign the Franchise Agreement. Franchisees that are converting their existing convenience store to an ON THE FLY® Business can typically begin operating their Store as an ON THE FLY® Business in 2 to 8 months after they sign the Franchise Agreement. However, your time could be significantly longer depending on the scope of work and other factors. Factors that may affect or delay the opening are whether completion of your store entails conversion or new construction, the time needed to obtain building permits under local zoning ordinances, weather conditions, and time required for delivery and installation of construction materials, fixtures and equipment. Your Store "Approval Date" occurs when you have completed or substantially completed your Store conversion or store construction and are operating as an ON THE FLY® store as determined by us. You must complete all of the work needed for the facility to meet our requirements for ON THE FLY® stores and be ready to open as an ON THE FLY® store no later than the date that will be specified in your Franchise Agreement as the "Completion Date, " if any. Such Completion Date will be extended for "Unavoidable Delays" beyond the Completion Date. Your failure to open by the Completion Date (as extended if applicable) may result in termination of your Franchise Agreement.

Our Post-Opening Obligations

Negotiate Supply Arrangements – We have negotiated supply arrangements with certain suppliers of products, services, equipment and supplies. You must contract directly with any suppliers required or recommended by us. We continue to negotiate supply contracts with these and other suppliers and will continue to make supply arrangements available to you. (Section 5.6 of the Franchise Agreement).

Business System Advice – We will provide you with ongoing consultation regarding the ON THE FLY® System, Marks, and Franchise Requirements by various means, including on-site visits, email and such other methods as we, in our discretion, choose. (Section 5.2 of the Franchise Agreement).

Quality Compliance Program – We may develop and conduct compliance programs as we deem necessary or appropriate to access and confirm your compliance with your obligations. (Section 7.2 of the Franchise Agreement).

Prices—We may set maximum or minimum prices that you must charge for certain items, if allowed by law, and if we do you must comply with those specifications. We may also suggest retail prices for certain items. If we suggest retail prices, you have discretion to charge whatever amount you choose. (Section 7.10 of the Franchise Agreement).

Advertising

We will hold the Marketing Contributions paid by you and other ON THE FLY® franchisees in the "ON THE FLY® Marketing Fund" and use that Fund to pay for advertising and promotion of

ON THE FLY® businesses and the ON THE FLY® System as a whole or the costs of other activities designed to enhance consumer awareness and acceptance of the ON THE FLY® brand. (Section 6.2 of the Franchise Agreement). The Marketing Contribution is an amount equal to 1% of your monthly Gross Receipts. We also may use the ON THE FLY® Marketing Fund to pay for travel and administrative expenses incurred in these activities, including internal costs of managing the ON THE FLY® Marketing Fund. Specific types of activities for which the ON THE FLY® Marketing Fund may be used may, at our discretion include but not be limited to the following:

• engaging public relations firms, advertising agencies, and other marketing communications companies to provide services, or funding staff employed or engaged by us to help develop advertising and promotional materials,
• creating, producing, and placing national, regional, or local advertising and promotions using print, radio, television, Internet, billboard, point-of-purchase signage, or other media,
• market research, product development, communications campaigns, event management, and crisis and issue management,
• the development, administration and promotion of loyalty, rewards or similar programs for customers of ON THE FLY® stores,
• the development and support of Internet and social media presence, and
• franchisee meetings.

We may also include references to franchise availability in our advertising materials.

We reserve the unqualified right to decide, in our sole subjective discretion, where, when and how marketing money will be spent. Marketing money need not be spent in any way proportionate to the amount of your contribution or in any particular geographic area(s).

Expenditures by the Marketing Fund may not be proportionate or equivalent to contributions to the Marketing Fund by franchisees operating in that geographic area. You or your ON THE FLY® Business may not benefit directly or in proportion to your contribution to the Marketing Fund. Neither we nor the Marketing Fund would be liable to you for the maintenance, direction or administration of the Marketing Fund, including for contributions, expenditures, investments or borrowings, except for acts constituting willful misconduct. The funds collected by the Marketing Fund and any earnings thereon, are not and shall not be an asset of ours or of any franchisee. The Marketing Fund will not be audited, however, we will provide you with a statement providing a summary of how the Marketing Fund has been used upon reasonable request. We have the right to carry over contributions from year to year if the entire contribution from one year is not spent that year. In any calendar year we may spend more or less than the amount of aggregate contributions from all ON THE FLY® businesses to the Marketing Fund in that year, and the Marketing Fund may borrow from us or from others to cover deficits or invest any surplus for future use. We will use all interest earned on monies contributed to the Marketing Fund before we expend other assets of the Marketing Fund.

In 2024, 23% of the money contributed to the Marketing Fund was used for development and implementation of social media advertising; 20% was used for online advertising development;

7% was used for menu development; 6% was used for signage at franchisee locations and 50% was held over for use in subsequent fiscal years.

You may only use marketing, advertising or promotional materials that we have created and authorized you to use, or that we have approved. If you create advertising, marketing or promotional materials, you must submit them to us for approval at least two weeks before they are to be used. If we do not notify you of our approval, the materials will be deemed to not be approved. We may withdraw our approval of previously approved materials, or of materials we created and previously authorized you to use.

Advertising Councils and Cooperatives – Currently there is no franchisee advertising council or cooperative, but we reserve the right to form an advertising council and advertising cooperatives and require you to join and participate on the terms we designate. (Section 7.8 of the Franchise Agreement).

Your Independent Marketing Activities – You may conduct advertising, promotions and other marketing and public relations activities for the Store independently of those we conduct only if those activities and related materials are consistent with our efforts to promote a favorable image of the ON THE FLY® System and network, in compliance with applicable requirements and guidelines, lawful and approved by us in advance in writing. (Section 7.1 of the Franchise Agreement). You may only use marketing, advertising or promotional materials that we have created and authorized you to use, or that we have approved. If you create advertising, marketing or promotional materials, you must submit them to us for approval at least two weeks before they are to be used. If we do not notify you of our approval, the materials will be deemed to not be approved. We may withdraw our approval of previously approved materials, or of materials we created and previously authorized you to use. You are solely responsible for the costs of these independent marketing and public relations activities. If any plans or materials previously approved by us are later disapproved, you must discontinue use promptly upon notice from us. We restrict, designate, and have the right to approve or control all of your electronic media, including Internet activities. You may not participate in a loyalty program that rewards customers for patronage of your Store without our prior consent.

Grand Opening – You must at your expense conduct a grand opening promotion for your Store in compliance with the ON THE FLY® Franchise Operations Manual within 60 calendar days after opening the Store. We will designate an amount you must expend on your grand opening promotion. The amount we designate will be between $2,000 - $8,000 depending upon the size of your Store, however you may spend more than the amount we designate. Any other promotion sponsored or endorsed by us in which you elect to participate will be at your expense. (Section 6.4 of the Franchise Agreement).

Store Computer Systems

General – You will use computer hardware and software in compliance with our specifications (the “Computer Systems”) to operate and manage your Store and communicate data and other information to us in formats we designate. (Sections 7.2.3 and 7.5.2 of the Franchise Agreement). You must not connect to or use the Computer Systems any computer software or hardware or other equipment that impairs the operation of the Computer Systems or our ability to gather data from the Computer Systems or otherwise interferes with our exercise of any right or your performance of any obligation under the Franchise Agreement. We may access (either on-site or remotely) and use for any lawful purpose any data maintained in the Computer Systems. You must cooperate with us by adjusting the settings and programming of the Computer Systems in the manner we direct to facilitate our electronic data collection.

Required Hardware –

Hardware and Software Upgrades – Unless we agree otherwise in writing, there is no limitation regarding our right to require you to update, upgrade or add to your Computer Systems at your expense. If you purchase the franchise right to operate an existing ON THE FLY® Business that is currently operated by one of our affiliates, the Computer Systems hardware may be leased to you by our affiliate. If you are converting an existing convenience store that you own and operate to an ON THE FLY® Business, you will be required to purchase computer hardware that meets our specifications and standards. If you lease the hardware for your Computer System, our affiliate will maintain the equipment and there is no separate cost for that maintenance. If you purchase the hardware for your Computer System, you will be required to maintain that equipment. We estimate that the cost for a maintenance program will be between $0 to $100 per month. (Section 7.2.3 of the Franchise Agreement).

Dedicated Internet Access to Computer – Your Store must have a dedicated connection to the Internet operational at all times. During the Franchise Agreement term, you must access information regarding the ON THE FLY® Program through an Internet portal. Before installation of the ON THE FLY® back office system (the “BOS”), you must have in place a broad-band Internet connection and you must maintain this connection to utilize the BOS. (Section 7.2.3 of the Franchise Agreement).

Electronic Point of Sale (EPOS) – You must use an Electronic Point of Sale (“EPOS”) system that meets our requirements, including compatibility with the BOS. The EPOS system will be used to provide sales register functions including the processing of credit card transactions for both ON THE FLY® store sales and fuel sales to customers. The Computer System is required to be integrated with your Electronic Point of Sale (“EPOS”) equipment to meet our requirements and which may include in our discretion, electronic scanning to help you manage your daily accounting, inventory and other store information. The EPOS system must be obtained from a supplier we designate. Ongoing maintenance of the EPOS system is included in the cost of the EPOS system. (Section 7.2.3 of the Franchise Agreement).

Back Office System – The BOS is a software application that captures and manages sales transactions and purchase data for your Store. The BOS is web-based, hosted on a Company server and IS accessible by us. You must implement the BOS at your Store at the time we determine and enter into any licensing agreement required for your use of the BOS. (Section 7.2.3 of the Franchise Agreement).

If you lease your ON THE FLY® business from one of our affiliates, adequate computer hardware will be included among the equipment leased to you by the affiliate. Therefore, while you will pay between $50 - $500 to license the BOS software, you will not need to purchase computer hardware. If you convert your existing convenience store to an ON THE FLY® business, and you do not already own computer equipment meeting our standards and specifications, you will need to purchase that computer hardware. We estimate that the cost of purchasing the computer hardware will range between $1,000 and $1,500 in addition to the monthly BOS software license fee. (Section 7.2.3 of the Franchise Agreement).

Training Program

Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
Store Setup and Compliance	3	2 weeks	All classroom training is completed over 3 days at the 1806 N Franklin St, Tampa, FL 33602 address
Merchandising	3	2 weeks	All On-Job training is completed over a 2-week period at Giant Site 112 at the 3009 Gulf to Bay Blvd, Clearwater, FL 33759 address
Store Security and Safety	3	2 weeks	
Inventory and Fuel Management	3	2 weeks	
Financials	4	2 weeks	
Video Training - Scenarios	1.5	n/a	
Technology Guide/Takeaways	1	n/a	

Below is a summary of our training program.

All training will be conducted at locations we designate. Typically initial training sessions will be conducted at our location in Tampa, Florida, and then additional training will be conducted in an ON THE FLY® Business in the state where your Store will be located, however we reserve the right to designate different training locations depending on your location. Your owner(s) and Designated Manager must successfully complete the training program. Otherwise, we may terminate the franchise agreement. We do not currently require any additional training, though we reserve the right to do so.

Training is conducted once a month, or more often if we determine additional training sessions are needed. The training is led by Patricia Carrano. She will be supported by Natalie Brooks, and Ahmad Abboushi among others. Ms. Carrano has 35 years of experience in the retail fuel and convenience store industry with a focus on accounting and back-office processes and procedures. Mr. Abboushi has been employed in a managerial position by Giant Oil, Inc., for twelve years and previous to that by BP North America for four years. He likewise has extensive experience in the relevant training of employees. Ms. Brooks has over six years of experience managing facilities for our affiliates.

Each day of training will comprise roughly 8 hours a day for three days at our location in Tampa, Florida. Training in the state where your Store will be located will last roughly 8 hours a day for two weeks.

Operations Manual

We will loan you a copy of our ON THE FLY® Operations Manual, which contains mandatory and suggested specifications, standards, methods, and procedures. This manual is confidential and remains our property and is incorporated into the Franchise Agreement by reference. The table of contents of our Operations Manual is attached as Exhibit H. As of the issuance date of this FDD, the Operations Manual has 266 pages. We plan to make the Operations Manual available to you through our intranet/business portal, or in hard copy, though we reserve the right to notify you about updates to the System and our standards through other forms of communication. (Section 7.2.3 of the Franchise Agreement).

Item 12
TERRITORY

We grant to you the non-exclusive right and obligation and you accept from us the non-exclusive right and obligation to own and operate an "ON THE FLY®" Business located at the address designated on Attachment 1 to the Franchise Agreement. You are restricted from soliciting orders, or engaging in any sales activities outside of the Premises of your Store. We and our affiliates have the exclusive right to engage in any sales through other channels of distribution, such as the internet, catalogue sales, telemarketing or other direct marketing sales, whether under the Marks, or other trademarks, or trade names, and you are not allowed to use these channels. You are not entitled to any compensation for sales we engage in using these channels.

You are not granted 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.

You may not relocate the Store or establish an additional outlet without entering into a separate franchise agreement, and you have no options, rights of first refusal, or similar rights to acquire additional franchises.

We have the right in our sole subjective discretion to establish, franchise or license other businesses that we conduct or have authorized a franchisee to conduct under our Marks and System inside and outside the area where you operate your "ON THE FLY®" Business and to establish, franchise or license other businesses inside and outside that area using the Marks or the System selling goods or services the same as or similar to those of your "ON THE FLY®" Business, and to do the same not using the Marks or the System including but not limited to local accounts, regional accounts and national accounts. We do not currently operate or franchise any business under any other trademark, and do not currently have any plans to do so, however, by signing the franchise agreement you waive any objection to our right to do so. We reserve in our sole subjective discretion the exclusive right to conduct and control communication and publicity of all kinds through the internet and all other electronic media including promotions, advertising and marketing, as well as all other lines and channels of distribution and you have no rights in these regards except as we grant in writing. We reserve all other rights not expressly granted to you in this Agreement.

Item 13
TRADEMARKS

We grant you the right to operate a business under the name ON THE FLY® and our other current trademarks, and any future trademarks that we or our affiliates develop to identify the businesses, goods and services associated with the System. You will be licensed to use the ON THE FLY® trade name, its trademarks, service marks, logos or other commercial symbols used to identify your ON THE FLY® Business.

Our affiliate, On The Fly Holdings, LLC ("Holdings"), has received federal registration for the word mark "ON THE FLY®". This is registration number 4,744,615 dated May 26, 2015, on the United States Patent and Trademark Office ("USPTO") Principal Register. Holdings has filed all required affidavits of Continuing Use and Incontestability. Holdings intends to renew the registrations prior to their expiration.

In addition, On The Fly Holdings, LLC claims common rights in the unregistered logos for use by the System. The ON THE FLY logo will be licensed to you. The FLYBY KITCHEN logo will be licensed to you if you operate a Store that uses the Flyby Kitchen Program.

We may require you to use other trademarks, trade names, service marks, logos or other commercial symbols to identify your ON THE FLY® Business or the products or services it offers for sale to customers.

Holdings has granted us a license to use and sublicense to franchisees the Marks identified above and referenced elsewhere in this Disclosure Document pursuant to a trademark license agreement between us and Holdings. Holdings must approve of us sublicensing the Marks to you through the franchise agreement, but its approval cannot be unreasonably withheld. The license agreement has a ten (10) year term that began on March 6, 2019, which may continue automatically on a month-to-month basis following the expiration date.

There are no currently effective material determinations by the USPTO, Trademark Trial and Appeal Board, or any state trademark administrator or court, of any pending infringement, opposition, or cancellation proceedings, or any pending material litigation involving our trademark. There are no agreements currently in effect which significantly limit our rights to use or license the use of our trademark in any manner material to the franchise.

We have no affirmative obligation to preserve and protect the ownership and validity of our trademark. However, we will take all steps that we deem reasonably appropriate. Any decision to protect your right to use these trademarks or to protect you against claims of infringement shall be made by us. Should we elect to protect the trademarks or protect you against claims of infringement, we will control any administrative proceeding or litigation involving a trademark licensed by us to you. If litigation involving our trademark is filed or threatened against you, or you become aware of any infringement by a third party, you must tell us promptly and cooperate with us fully in pursuing, defending or settling the litigation. We will have no obligation to defend or indemnify you for your expenses or damages if the claim against you relates to your use of the trademark in violation of the Franchise Agreement.

You must sign all documents requested by us or our counsel that are necessary to protect our trademark or to maintain their validity and enforceability. We may substitute different trademarks to identify the business conducted under the ON THE FLY® System if we can no longer use or license the trademark, or if we decide that substitution of a different trademark is good for the business.

If that happens, you must make the modifications required by us within a reasonable time after you are notified that we have decided to substitute a different trademark to identify your Franchised Business. We shall have no liability or obligation whatsoever with respect to your modification or discontinuance of the Marks. You must not directly or indirectly contest our right to our trademark, trade secrets or business techniques that are part of our business.

Your Franchise Agreement provides that any use of our trademark that is not authorized is an infringement. You may not use our trademark as part of your corporate or other legal name without our consent.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents or pending patent applications that are material to the franchise.

Although we have not filed an application for copyright registration, we claim copyright interests in the ON THE FLY® Operations Manual (described in Item 11), our advertising material and other written materials related to the franchise. The information in the ON THE FLY® Operations Manual (described in Item 11) is proprietary, and we claim trade secret and copyright protection for its contents. The ON THE FLY® Operations Manual is our property and is being loaned to you during the term of your Franchise Agreement. You must keep the information in it confidential and current at all times, keep it in a secure place and not disclose it to anyone else.

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

You must devote your full time and effort (meaning a minimum forty hours per week) to the management and operation of your Business, unless you have a Designated Manager. Your Designated Manager must complete our Initial Training to our satisfaction. If you have a Designated Manager, that Manager must be full time and you must devote at least fifteen (15) hours per week. Your Designated Manager must enter into a Non-Disclosure and Non-Competition Agreement using the template included as Attachment 3 to the Franchise Agreement upon being engaged as the Designated Manager. If you have a Designated Manager you will still be the sole party responsible for ensuring that your ON THE FLY® Business is operating in full compliance with the franchise agreement and the mandatory obligations set out in the Operations Manual. You must ensure that your employees preserve good customer relations and comply at all times with this Agreement and the Operations Manual.

You must inform us of any changes in the management or operation of your franchise. As stated in Attachment 5 to the Franchise Agreement, designated persons must sign the Personal Guaranty Agreement.

In addition, all persons who undergo training by us or one of our franchisees or representatives or is a person required to sign the above Personal Guaranty Agreement, must also sign Attachment 3 to the Franchise Agreement, the Non-Disclosure and Non-Competition Agreement that requires them, among other things, to maintain confidentiality of the trade secrets described in Item 14 and to conform with the covenants not to compete described in Item 17.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer and sell only those goods and services that we have approved. Your Store must offer specific products and services as well as general categories of certain types of products and services. These requirements will be presented to you by us. You must obtain our permission to offer any goods and services that we have not approved. You may not engage in any business activities that compete with the services offered by us.

A Merchandise Plan will be prepared for your ON THE FLY® Business. The Merchandise Plan contains obligations for the placement of products and other merchandising requirements. You must use the ON THE FLY® System and the Marks at the Store and follow the methods, procedures, lay-outs, standards, specifications, instructions, and other requirements of the ON THE FLY® System. We may require in our discretion that you include "flex space" in which you may sell certain products and services other than required products and services subject to our right to disapprove specific products or services. You must maintain sufficient quantities of required products and services to meet customer demand. You must obtain and maintain in your name all required licenses, permits and certifications necessary to sell the products and services we require, including alcohol, tobacco and lottery products. You must operate your ON THE FLY® Business in compliance with applicable laws, ordinances and regulations.

We have the right to add additional authorized services and merchandise, or to delete existing ones. There are no limits on our right to do so in the Franchise Agreement, although changes are subject to applicable law.

Item 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION
THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 4.4.1	Term is 3 years.
b. Renewal or extension of the term	Section 4.4.2	The Franchise Agreement does not include or confer any renewal rights, but, in our discretion, we may offer you a renewal under a new form of an agreement which may contain terms or conditions substantially different from this agreement, including but not limited to, increased royalty and advertising/marketing fees. There is a renewal fee of $1,000.
c. Requirements for franchisee to renew or extend	Section 4.4.2, 6.10	The Franchise Agreement does not include or confer any renewal rights, but, in our

		discretion, we may offer you a renewal under a new form of an agreement which may contain terms or conditions substantially different from this agreement, including but not limited to, increased royalty and advertising/marketing fees. There is a renewal fee of $1,000.
d. Termination by franchisee	Section 10.1	You may only terminate the Franchise Agreement if we default and you give us notice of that default and an opportunity to cure.
e. Termination by franchisor without “cause”	N/A	We cannot terminate your Franchise Agreement without cause.
f. Termination by franchisor with “cause”	Section 10.2	We can terminate your Franchise Agreement only if you are in default of the Franchise Agreement.
g. “Cause” defined—curable defaults	Section 10.2.2	Misuse of trademarks, unauthorized use of proprietary System, violation of Operations Manual, failure to operate from the Premises, failure to pay amounts due to us when due, or to pay amounts due to any of our affiliates when due, failure to pay taxes, failure to pay suppliers, and other defaults.
h. “Cause” defined—defaults which cannot be cured	Section 10.2.1	Material misrepresentation or omissions in any application or in operation of your business, transfer in violation of the Franchise Agreement, failure to operate for three (3) or more consecutive business days, failure to maintain required licenses, permits or certifications or violations of any law or unsafe operation, felony convictions or no-contest pleas, dishonest or unethical conduct harming our reputation, unauthorized use or disclosure of the Operations Manual or any of our confidential information, interfere with our relations with

		third parties or our ability to operate, failure to maintain insurance, failure to make payments if uncured after notice, understatement of gross receipts by 3% or more two times or more during any year or by more than 10% once, default of any agreement with us or any of our Related Parties or approved suppliers, or under any agreement pertaining to service station operation or gasoline or fuel sales at the Premises and failure to cure if the right to cure has been provided, failure to participate in our programs, failure to purchase and sell products as required by us, interference with inspections and audits, misuse of our intellectual property, failure to complete initial training and certain matters of insolvency subject to applicable bankruptcy law.
i. Franchisee's obligations on termination/non-renewal	Section 10.3, 10.5, 10.6	Payment of all amounts due under the franchise agreement, or any other agreement you enter into with us or our affiliates, complete de-identification, cease using trademarks and proprietary information, return of ON THE FLY® Operations Manual, assigning telephone numbers, cessation of your rights under any lease with us, maintain all records for six years, providing us the option to buy some or all of your assets, and abiding by the post-termination non-compete, and more (see also item r. below).
j. Assignment of contract by franchisor	Section 9.7	We may assign to anyone who or which expressly agrees in writing to assume our obligations under the Franchise Agreement.
k. "Transfer" by franchisee—defined	Sections 3.17, 9.1-9.6, 9.8	"Transfer" means any sale, gift, or other change in the ownership

		of all or any part (1) of the rights or obligations of the Franchisee under the Franchise Agreement, (2) of the capital assets of your "On the Fly" Business or (3) of an ownership interest in you. The grant of a security interest or collateral interest in any of the foregoing shall be a Transfer for the purpose of the Franchise Agreement.
l. Franchisor approval of transfer by franchisee	Section 9.1	We have the right to approve all transfers but will not unreasonably withhold approval.
m. Conditions for franchisor approval of transfer	Section 9.2-9.6, 9.8	You must not be in default at time of transfer, you must sign a release, the transferee must meet new franchisee qualifications and complete training, new franchisee must sign new Franchise Agreement, transfer fee paid.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 9.3	We have the right of first refusal to purchase your business ourselves on the same terms and conditions as those offered by a proposed third-party purchaser.
o. Franchisor's option to purchase franchisee's business	Section 10.6(h)	We have the option to buy some or all of the assets of your ON THE FLY Business after your termination.
p. Death or disability of franchisee	Section 9.6	May transfer franchise to heirs, successors or beneficiaries if they are qualified. Otherwise, your estate has 60 days to transfer to a qualified buyer.
q. Non-competition covenants during the term of the franchise	Section 8.6	No involvement with competing business is allowed within five (5) miles of your Premises or within five (5) miles of the Premises of any other On the Fly Business.
r. Non-competition covenants after the franchise is terminated or expires	Section 8.6	Two-year restriction on involvement with competing business located within five (5) miles of your Premises, or within five (5) miles of the Premises of any other ON THE FLY Business.

s. Modification of the Agreement	Section 11.4	Except for our right to change the ON THE FLY® Operations Manual from time to time, the Franchise Agreement can only be amended by an agreement signed by both parties.
t. Integration/merger clause	Section 11.6	The Franchise Agreement and any exhibits or attachments to it are the entire agreement between the parties concerning the franchise it grants. All other agreements and representations pertaining to the subject matter hereof, are superseded by it. It is a precondition to our obligations and your rights under the Franchise Agreement that you sign the Franchisee Representations attached to the Franchise Agreement as Attachment 7.
u. Dispute resolution by arbitration or mediation	Sections 11.7-11.4	Except for certain claims, all disputes must be mediated/ arbitrated in Tampa, Florida (subject to state law) under the auspices of the American Arbitration Association
v. Choice of forum	Section 11.7-11.8	Florida (subject to state law)
w. Choice of law	Section 11.2	Florida law applies (subject to state law)

A provision in the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 *et seq*.).

There may be laws in your state that affect your rights concerning termination and non-renewal.

Item 18
PUBLIC FIGURES

We do not use any public figures to promote our franchises.

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC 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 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 that you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance of the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you will the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Barbara Whittaker, 1806 Franklin Street, Tampa, FL 33602, (813)-740-0422, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1

Systemwide Outlet Summary
For Years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	4	7	+3
	2023	7	12	+5
	2024	12	20	+8
Company-Owned	2022	35	35	±0
	2023	35	48	+13
	2024	48	48	±0
Total Outlets	**2022**	**39**	**42**	**+3**
	2023	**42**	**60**	**+18**
	2024	**60**	**68**	**+8**

Table 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) For Years 2022 to 2024

State	Year	Number of Transfers
Ohio	2022	0
	2023	0
	2024	2
Total	**2022**	**0**
	2023	**0**
	2024	**2**

Table 3

Status of Franchised Outlets
For Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
FL	2022	2	2	0	0	0	0	4
	2023	4	1	0	0	0	0	5
	2024	5	7	0	0	0	0	12
OH	2022	2	1	0	0	0	0	3
	2023	3	4	0	0	0	0	7
	2024	7	1	0	0	0	0	8
Totals	**2022**	**4**	**3**	**0**	**0**	**0**	**0**	**7**
	2023	**7**	**5**	**0**	**0**	**0**	**0**	**12**
	2024	**12**	**8**	**0**	**0**	**0**	**0**	**20**

Table 4

Status of Company-Owned Outlets
For Years 2022 to 2024

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Florida	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	1	0	0	1	2
Indiana	2022	30	0	0	0	0	30
	2023	30	0	0	0	0	30
	2024	30	0	0	0	0	30
Ohio	2022	3	0	0	0	0	3
	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
Pennsylvania	2022	0	0	0	0	0	0
	2023	0	13	0	0	0	13
	2024	13	0	0	0	0	13
Totals	**2022**	**35**	**0**	**0**	**0**	**0**	**35**
	2023	**35**	**13**	**0**	**0**	**0**	**48**
	2024	**48**	**1**	**0**	**0**	**1**	**48**

Table 5

Projected Openings As Of December 31, 2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company – Owned Outlets in the Next Fiscal Year
Florida	0	10	0
Indiana	0	10	0
Ohio	0	10	0
Pennsylvania	0	5	0
Total	0	35	0

Attached as Exhibit D is a list of the names of all franchisees and their addresses and telephone number of all their outlets as of the issuance date of this Disclosure Document.

Attached as Exhibit D is a list of the name, city and state and current business telephone number or last known home telephone of every franchisee who, in our most recent full fiscal year end; had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily closed to do business under the Franchise Agreement; or has not communicated with us within 10 weeks of this Disclosure Document's issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

There are no trademark-specific franchisee organization associated with the franchise system being offered which we have created, sponsored, or endorsed.

Item 21
FINANCIAL STATEMENTS

We have attached as Exhibit E our audited financials for the fiscal years ending December 31, 2024 December 31, 2023 and December 31, 2022.

Item 22
CONTRACTS

A copy of the current Franchise Agreement is Exhibit B to this Disclosure Document. Various other agreements which may be used during the franchising process and in your franchise are included as Attachments to the Franchise Agreement as Attachments 1-7 and as Exhibits C, F, and G to this Disclosure Document.

Item 23
RECEIPT

A copy of the Receipt acknowledging delivery of this Disclosure Document to you is attached as Exhibit I at the end of this Disclosure Document.

EXHIBIT A

AGENTS FOR SERVICE OF PROCESS AND STATE FRANCHISE ADMINISTRATORS
ON THE FLY®

ON THE FLY®.

LIST OF STATE AGENCIES/AGENTS

FOR SERVICE OF PROCESS

Our registered agent in the State of Florida:

Barbara Whittaker
1806 Franklin Street
Tampa, FL 33602
(813)-740-0422

STATE	AGENCY	PROCESS, IF DIFFERENT
California 1(866) ASK-CORP	Commissioner of the Department of Business Oversight Los Angeles Office: 320 West 4th Street, Suite 750 Los Angeles, CA 90013 Sacramento Office: 1515 K Street, South Suite 200 Sacramento, CA 95814-4052 San Diego Office: 1350 Front Street San Diego, CA 92101 San Francisco Office: One Sansome Street, Suite 600 San Francisco, CA 92101	
Hawaii	Commission of Securities 335 Merchant Street, Room 203 Honolulu, HI 96813	Commissioner of Securities 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Division	

STATE	AGENCY	PROCESS, IF DIFFERENT
	Office of Attorney General 500 South Second Street Springfield, IL 62706	
Indiana	Franchise Section Indiana Securities Division Secretary of State, Room E-111 302 W. Washington Street Indianapolis, IN 46204	Administrative Office of the Secretary of State 201 State House Indianapolis, IN 46204
Maryland	Office of Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021	Maryland Securities Commissioner 200 St. Paul Place Baltimore Maryland 21202-2021
Michigan	MI Dept. of Attorney General Consumer Protection Division Franchise Section PO Box 30213 Lansing, MI 48909	
Minnesota	Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101-2198	
New York	New York State Dept. of Law Bureau of Investor Protection and Securities 120 Broadway, 23rd Floor New York, NY 10271	Secretary of State State of New York 41 State Street Albany, NY 12231
North Dakota	Office of Securities Commissioner 600 East Boulevard Avenue State Capital 5th Floor Bismarck, ND 58505-0510	North Dakota Securities Department 600 East Boulevard Avenue State Capital 5th Floor Dept. 414 Bismarck, ND 58505-0510
Oregon	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building 350 Winter Street NE Salem, OR 97301	
Rhode Island	State of Rhode Island Department of Business Regulations Securities Division 1511 Pontiac Avenue Building 69-1 Cranston, RI 02920	
South Dakota	Division of Securities 445 East Capitol Pierre, SD 57501-3185	
Virginia	Ronald W. Thomas, Administrator State Corporation Commission	Clerk State Corporation Commission

STATE	AGENCY	PROCESS, IF DIFFERENT
	Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219	1300 East Main Street Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033	
Wisconsin	Securities and Franchise Registration Division of Securities 4th Floor 345 W. Washington Ave Madison, WI 53703	

EXHIBIT B

FRANCHISE AGREEMENT

On the Fly Franchising, LLC
FRANCHISE AGREEMENT

1. PARTIES

This Agreement is between "On the Fly" Franchising, LLC (""On the Fly"" or "Franchisor" or "we" or "us"), a _____Florida______________limited liability company with its principal office in ______Tampa, Florida____________, and ____ ______________________________ (Insert Legal Name of Franchisee Entity) "you", and _____ ________________________ ("Guarantor(s)"). The Start Date under this Agreement must occur on or before ______________________.

2. RECITALS

2.1 Ownership of System

We have developed a branded system for operating convenience store services at service station locations. We are licensed to use and sublicense within the United States certain intellectual property rights, including the Trade Names and Marks (as defined below). We have spent time, effort, and money to develop business methods, technical knowledge, specialized services, brand concepts, operational processes, trade secrets, commercial ideas, advertising materials, marketing strategies, information on sources of supply, and training techniques for operating an On the Fly Business (as defined below).

2.2 Objective of Parties

We are willing to grant to you and you are willing to accept from us the right and obligation to own and operate an On the Fly Business, using the On the Fly Trade Names, Marks, and System (as defined below), throughout the term of this Agreement and according to its conditions.

3. DEFINITIONS

For purposes of this Franchise Agreement, when the following words and phrases begin with a capital letter, they shall have the meanings set forth in this Article 3:

3.1 Agreement

"The Agreement" or "this Agreement" means this Franchise Agreement.

3.2 Authorized Deductions

"Authorized Deductions" means the total of the deductions that we are authorized by this Agreement to take from Gross Receipts. These include but are not limited to royalties and marketing contributions.

3.3 On The Fly Business

"On The Fly Business" means a business that our affiliate conducts or that we have authorized a Franchisee to conduct under our Trade Names, Marks, and System.

3.4 Cumulative Royalties

"Cumulative Royalties" means the royalties you have paid for the period from the beginning of the first month of the current contract year through the end of the most recently ended month of the current contract year.

3.5 Designated Manager

"Designated Manager" means the person you have appointed with our prior approval and Training to be the principal operator of your business.

3.6 "On the Fly"

"On the Fly" means us, On the Fly Franchising, LLC or our successors in interest or assigns.

3.7 Good Standing

"Good Standing" means you and your Related Parties (1) are not in default of your obligations or commitments, arising from this Franchise Agreement or any other agreement between you and us (except any service station or gasoline supply agreements, that are treated separately from this Franchise Agreement) and (2) are in compliance with all performance standards or similar standards in the Operations Manual that are part of the System.

3.8 Gross Receipts

"Gross Receipts" means the total amount of money or other consideration customers pay you or your Related Parties for all products and services provided in connection with the On the Fly Business which you or your Related Parties delivered within an accounting period, excluding lottery and lotto revenue, money order revenue and revenue generated pursuant to the sale of fuel.

3.9 Licensed Network

"Licensed Network" means the interdependent network composed of us, all Franchisees, and our Related Parties, that have been licensed or sublicensed to use our Trade Names, the Marks or all or any part of the System.

3.10 Operations Manual

“Operations Manual” means the Operations Manual that we will lend you or to which we will give you electronic access on our computer communication network during the term of this Agreement and other communications delivered to you or to you and our Franchisees generally from time to time relating to some or all of the following: procedures, methods, know how, techniques, practices, rules, standards, business methods, technical knowledge, specialized services, brand concepts, operational processes, trade secrets, commercial ideas, advertising materials, trade dress, signage, uniforms, marketing strategies, information on sources of supply and training techniques, all as updated or modified from time to time as we determine in our sole subjective discretion, containing information, forms, and requirements we determine in our sole subjective discretion for the establishment and operation of an “On the Fly” Business and for use of the Trade Names and Marks and System.

3.11 Marks

“Marks” means ““On the Fly”” trademarks, service marks, trade dress, logotypes, slogans, and other commercial symbols as changed from time to time in our sole subjective discretion which we may authorize you to use under this Agreement, including new commercial symbols which we may add in the future.

3.12 Premises

“Premises” is where your “On the Fly” Business is located. The physical address of the Premises is listed in Attachment 1. If the Premises has not been identified on the date of execution of the Agreement, the parties agree that the Agreement will be amended to insert the address of the Premises on Attachment 1 as soon as it is identified.

3.13 Related Party

“Related Party” or “Related Parties” means people and companies associated with us or you, as the context suggests, including general partners, limited partners, shareholders, members, companies in which we or you have an interest, companies in which any person or company owning an interest in you also has an interest, and our officers, directors, agents or employees or your officers, directors, agents or employees.

3.14 Start Date

“Start Date” means the date that we confirmed that your “On the Fly” Business and the Premises meet our standards and that can be operated consistent with the System and approve of you taking over operation of the Business. The Start Date must occur on or before the deadline stated in Article 1 above. The deadline for the Start Date may be extended only with our written consent.

3.15 System

“System” means all of the procedures, methods, know how, techniques, practices, rules, standards and all the intellectual property we license to you under this Agreement for the operation of an “On the Fly” Business including our business methods, technical knowledge, specialized services, brand concepts, operational processes, trade secrets, commercial ideas, advertising materials, marketing and business strategies, information on sources of supply and training techniques.

3.16 Trade Names

"Trade Names" means the commercial name "On the Fly" and any other names that we may designate in the future.

3.17 Transfer

Except as otherwise described in this Agreement, "Transfer" means any sale, gift, or other change in the ownership of all or any part (1) of your rights in the Franchisee under this Agreement, (2) in the party who is to exercise your rights or fulfill your obligations under this Agreement, (3) of the capital assets of your "On the Fly" Business, (4) of an ownership interest in you, (5) the grant of a security interest or collateral interest in any of the foregoing.

3.18 You

"You" or "Franchisee" (whether or not capitalized) collectively (if more than a single individual) means the individual(s) or entity identified as "you" in Article 1 of this Agreement and if you are an entity all individuals with a beneficial ownership interest in you, including those identified as the "Guarantors in Article 1 of this Agreement and all individuals or entities that succeed to your interest in this Agreement by Transfer or operation of law.

4. LICENSED RIGHTS

4.1 Granting Clause

We grant to you the non-exclusive right and obligation and you accept from us the non-exclusive right and obligation to own and operate an "On the Fly" Business located at the Premises only under our Trade Names, Marks, and System during the term of this Agreement and according to its provisions. The Premises will likely be either an existing "On the Fly" Business operated by an affiliate of ours and leased to you by that affiliate, or an existing convenience store business you own which you will convert to an "On the Fly" Business to be operated consistent with the terms of this Agreement. Otherwise, we must approve of the Premises of your "On the Fly" Business.

4.2 No Exclusive Territory

You are not granted an exclusive territory.

4.3 Rights Reserved

You have no rights except as we expressly grant to you in writing in this Agreement. We reserve all other rights not expressly granted to you in this Agreement, including the right in our sole subjective discretion to establish, franchise or license other Businesses using the Marks or the System, or using other trademarks and/or systems, including those selling goods or services the same as or similar to those of your "On the Fly" Business, regardless of those Businesses' proximity to your Premises, and we have the right to establish local accounts, regional accounts and national accounts. By signing this Agreement, you waive any objection to our free exercise of this right. We reserve in our sole subjective discretion the exclusive right to conduct and control communication and publicity of all kinds through the internet and all other electronic media including promotions, advertising and marketing, as well as all other lines and channels of distribution.

4.4 Term and Renewal

4.4.1 Initial Term

The initial term of the Agreement starts when the Agreement, and all exhibits requiring our signature, are signed by us, and will continue for three (3) years from the Start Date.

4.4.2 Renewal

This Agreement does not include or confer any renewal rights. We will notify you regarding whether any renewal, extension or replacement of the license granted by this Agreement will be offered and the conditions upon which such offer will occur. If offered, the renewal may be pursuant to a new form of agreement, which may contain terms and conditions substantially different from this Agreement, including but not limited to increased royalty and advertising/marketing fees. Should you continue to operate under the Marks and/or the System at the Premises after expiration or termination of this Agreement without a written renewal extension or replacement of this Agreement signed by you and by us, such continued operation shall not create a renewal or extension of this Agreement, but shall imply only an agreement from day to day, which we may (subject to the requirements of any applicable statute) terminate without cause at any time upon giving you written notice of such termination.

5. OUR OBLIGATIONS

We will perform the following services for you at times, in amounts and at places we select as long as you are in Good Standing as defined above.

5.1 Initial Training

Before the opening of your "On the Fly" Business, we will conduct an initial training program in the operation of your Business under the "On the Fly" System. You, and your owners if you are an entity, and your Designated Manager (if any) must attend and successfully complete the training program to our satisfaction before you may open. Your "On the Fly" Business may only be owned and managed by a person who has successfully completed our initial training program.

5.2 Consultation

We may make personnel available to you for telephone or other electronic consultation on aspects of your business for no additional charge. These services may be provided in amounts and at times that we determine, in our sole subjective discretion.

5.3 Operations Manual

We will lend you a copy of the Operations Manual or give you electronic access to the Operations Manual on our computer communication network . We will revise the Operations Manual periodically to reflect the development of our business and we will distribute updated pages containing these revisions to you, or, if the Operations Manual has been placed on an electronic communications system, we will post revised pages there. We reserve the right to make changes to the Operations Manual in our sole subjective discretion. To be in Good Standing and not in breach (also "default") under this Agreement, you must comply with the required portions of the Operations Manual. The Operations Manual and all methods, procedures, standards and requirements in it, and all amendments to it made from time to time, are incorporated in this Agreement and made a part hereof.

You agree that you will not reproduce, distribute or otherwise make available to others the Operations Manual or any part thereof.

5.4 <u>Marketing</u>

We may conduct marketing activities, including the creation and execution of advertising campaigns, inclusion of new products, creation of advertising and marketing materials, a grand opening and other activities associated with building the "On the Fly" brand and improving the "On the Fly" System. We will determine the amount, timing, schedule and content of all marketing and advertising activities and programs in our sole subjective discretion.

5.5 <u>Proprietary Software</u>

We will arrange for you to license the Back Office Software,, a software program known as PDI Accounting System for use in the operation of your "On the Fly" Business. You must use the software we require.

5.6 <u>Other Products and Services</u>

We may designate certain products and/or services you must purchase or receive from us or from a supplier or suppliers we designate. If we so designate, you must use only the product(s), services, and suppliers we designate. In determining whether we will approve any particular supplier, we shall consider in our sole discretion various factors, including but not limited to the proposed supplier's pricing of products; its ability to meet our then-current standards and specifications for such items; the breadth of its product offering; the adequacy of its quality controls; compensation it offers to pay to us or you; and its capacity to supply our franchisees' needs promptly and reliably.

We may inspect the proposed supplier's facilities and require samples from the proposed supplier for testing. The supplier's advance permission for our inspections will be a condition of the continued approval of the supplier. We may impose a charge that does not exceed the reasonable costs of inspection and testing. This charge may be paid by you or the proposed supplier. If you make a request under this provision, and we do not approve the supplier in writing within sixty (60) days, the request is deemed denied.

We may negotiate and collect from suppliers allowances, commissions, rebates or similar payments based on your purchase, sale or promotion of goods and services at the Premises, including, but not limited to on goods and services you are required to purchase and sell.

6. YOUR PAYMENTS

6.1 Initial Franchise Fee

When you sign this Agreement, you will pay us in immediately available funds an initial franchise fee of five thousand dollars ($5,000.00). The initial franchise fee is fully earned upon receipt and is not refundable.

6.2 Marketing Contribution

6.2.1 Your Contribution

On the twentieth day of each month, or on any other day that we designate in writing, we will calculate and draw from your designated bank account by automatic clearing house ("ACH") your monthly marketing contribution equal to 1.0% of Gross Receipts from the immediately preceding month.

6.2.2 Use of Marketing

Marketing contributions become our property of "On the Fly" when paid and will be held in the ON THE FLY® Marketing Fund (the "ON THE FLY® Marketing Fund"). We may use the marketing contribution to pay for market research, advertising materials, media space and time for a national or regional marketing program, public relations activities, marketing grants to franchisees, collectively or individually, point-of-sale materials, new product development and other projects, travel and administrative expenses incurred in these activities, including internal costs of managing the fund in which the marketing contributions are held, or activities that are determined in our sole subjective discretion to be in the best interests of the "On the Fly" System. We may also include references to franchise availability in our advertising materials.

6.2.3 Allocation of Expenditures

We reserve the unqualified right to decide, in our sole subjective discretion, where, when and how marketing money will be spent. Marketing money need not be spent in any way proportionate to the amount of your contribution or in any particular geographic area(s).

6.3 Royalties

Your monthly royalty contribution is equal to _____% of Gross Receipts from the immediately preceding month. On the twentieth day of each month, or on any other day that we designate in writing, we will draw from your designated bank account the monthly royalty by automatic clearing house ("ACH").

6.4 Grand Opening

You must at your expense conduct a grand opening promotion for your store in compliance with the On the Fly Franchise Operations Manual within 60 calendar days after opening the store. You must expend an amount we designate, between $2,000 - $10,000 depending upon the size of your store for grand opening promotion. Any other promotion sponsored or endorsed by us in which you elect to participate will be at your expense.

6.5 Automatic Clearinghouse ("ACH") Withdrawals

You must establish a checking account in which you maintain a balance at least as great as your average monthly royalty and marketing contribution. You must sign an agreement in the form for Attachment 2 or in any other form required by the bank to enable us to withdraw funds from the account by automatic clearing house transfer.

6.6 Audit

We have the right to audit your books and records, including your inventory records, purchase orders and tax returns, with respect to your "On the Fly" Business during normal working hours with no advance notice. The auditor may be our employee or an independent contractor and does not have to be an accountant. If an audit discloses an underpayment of royalties or marketing contributions payment under this Agreement, you must pay any deficiencies to us within ten (10) days of our written demand together with accrued interest on the amount underpaid. In addition, if we performed the audit because you did not provide required financial statements at the times and in the format specified in the this Agreement in the Operations Manual or if the underpayment exceeds three percent (3%) of the total royalty or the total marketing contribution payment for any period covered by the audit, you must reimburse us for our expenses for the audit. If an audit makes it clear to us that Gross Receipts were deliberately concealed by you that will be grounds for immediate termination of your Agreement.

6.7 Training Fees

We charge a fee of $2,000 per person for the initial training program at the place(s) we designate for You and Your Designated Manager (if any) in which we train you and your Designated Manager (if any) at the inception of the franchise term and later if you replace your Manager. We may also charge a training fee for continuing education programs from time to time.

6.8 Training Costs

For all training we offer, you must pay any costs of travel, lodging, meals, and other expenses that you, your Designated Manager (if any) and your employees incur.

6.9 Software License Fees

You must pay the software license fee(s) as set forth in the Software License Agreement hereto or, alternatively, in a license agreement required by any software supplier we designate.

6.10 Location Payment

If this Agreement licenses to you the right to operate an "On The Fly" business that was, prior to the date of this Agreement, owned and operated by one of our affiliates, you shall, pursuant to the terms of the lease you enter into with the affiliate, pay a Location Payment in the amount of $_______________ to our affiliate when you sign this Agreement. This payment is in partial consideration for the benefit of obtaining the right, under this Agreement, ot operate a location with established goodwill, but you are not purchasing the goodwill associated with the business, or the brand, as it shall continue to remain asset of ours.

6.11 Renewal Fee

The renewal fee is One Thousand Dollars ($1,000) if we chose to offer you a renewal agreement.

6.12 Transfer Fee

In the event that you request that we approve of a Transfer of all of your interest in your business, or of control of your business, you will pay us a transfer fee of Two Thousand Dollars ($2,000) upon submitting the request and submitting the proposed transferee(s) for our approval. The transfer fee is fully earned and nonrefundable.

6.13 Annual Meeting Registration Fee

We may hold an annual convention and if so you are required to attend or send your Designated Manager. We will charge a registration fee of Two Hundred Fifty Dollars ($250.00) for each person attending the "On the Fly" annual convention. Payment is due at least one week before the convention begins. You are responsible for all expenses of any sort.

6.14 Interest on Late Payments

Any payment that we do not receive from you when due will bear interest at eighteen percent (18%) per year or at the highest rate allowed by applicable law on the date when payment is due, whichever is less. We charge interest on late payments to partially compensate us for the loss we incur for not being able to use the funds and for internal administrative costs resulting from late payment that would otherwise be difficult to measure precisely. The fact that we impose these charges is not a waiver of our right to be paid on time.

6.15 Tax Reimbursement

You agree to pay any tax or to reimburse us for any tax imposed by the state in which your Business is located if such tax is imposed on royalties, marketing contributions, fees, rent and lease initiation fees or any other payments to us under the terms of this agreement or any related agreement or arrangement.

6.16 Application of Payments

We may apply any payment you make to us, at our option, to any past due debt you owe us regardless of how you state the payment should be applied. We do not have to accept payments after they are due or extend credit or otherwise finance your operations. If you do not pay all amounts when due, we may suspend our services and support until you cure the failure. If you do not make the payment within any applicable cure period, we have good cause to terminate this Agreement.

7. YOUR OBLIGATIONS

7.1. Use of Trade Name and Marks

7.1.1. Our Representation and Warranty

We represent and warrant to you that under a license agreement with the registered owner of the Trade Names and Marks, we have the right to use them throughout the United States and to sublicense them to you under this Agreement.

7.1.2. Context

You may use the Trade Names and Marks only in the operation of the "On the Fly" Business that you are licensed to operate by this Agreement. You may not use any other trade name or marks in connection with operation and marketing of your "On the Fly" Business.

7.1.3. Changes in Trade Names and Marks

We have invested time, energy, and money in promoting and protecting the Trade Name(s) and Marks. We do not presently intend to change them. However, rights in intangible property such as the Trade Names and Marks are often difficult to establish and defend. Changes in the cultural and economic environment within which the Licensed Network operates, third party challenges to our rights in the Trade Names and Marks, or other factors may make it desirable or necessary to change the Trade Names and Marks. We therefore reserve the right to change our Trade Name and Marks and the specifications for each when we believe, in our reasonable discretion, that the changes will benefit the License Network. You must promptly conform to any such changes. You will be responsible for the costs associated with the ordering of new signs and other trade dress, uniforms, letterhead, envelopes, business cards, and all other costs and losses (if any) associated with the name change.

7.1.4. Marketing Materials

All marketing and promotion that you undertake must be completely truthful, conform to the highest standard of ethical advertising and comply with any applicable laws and regulations. You must submit to us copies of all promotional and advertising materials that you propose to use at least two weeks before the proof approval deadline. We will review the materials within a reasonable time and will promptly notify you whether we approve or reject them. We may withhold our approval for any reason in our discretion. If we do not notify you of approval or rejection before the proof approval deadline, it is deemed that we have disapproved the materials. Even if we approve specified materials, we may later withdraw our approval if we believe it is necessary to make the advertising conform to changes in the System or to correct unacceptable features of the advertising.

7.1.5. Legal Protection

You agree to notify us immediately in writing if you become aware of any unauthorized use of our Trade Names, or Marks, or trade names or trademarks that are confusingly similar to our Trade Names or Marks, or of the System or any part thereof. You must promptly notify us in writing of any claim, demand, or suit against you or against your principals in connection with your use of the Trade Name, Marks or System. In any action or proceeding arising from or in connection with any such claim, demand or suit, we may select legal counsel, and we shall have the right to control the proceedings.

7.2. Quality Assurance

7.2.1. Initial Training Program

You and your Designated Manager (if any) must faithfully attend all phases of the initial training program and complete it to our satisfaction, as certified by us in writing. Failure to successfully complete any aspect of the training program, as we determine in our sole subjective discretion, constitutes grounds for immediate termination of your Agreement, but we have the option to offer you one or more remedial courses of action, such as additional training or employment of supplemental personnel, if we believe the alternative may make it unnecessary for us to terminate your Agreement. We may require you to pay for any such remedial courses of action. If you do not accept the alternative course of action within the time we allow, we may terminate your Agreement, effective immediately.

7.2.2. Beginning Operation

You may not begin to operate your Business before the Start Date. By consenting that your Business may begin operation, we do not guarantee that it will be successful. Success is dependent on many factors that are not within our control, most important of which are your own efforts and the efforts of persons in your employ.

7.2.3. Compliance with System and the Operations Manual

You must operate your Business in total compliance with the System and the Operations Manual and all of the standards and specifications stated in the Operations Manual. We may make changes in our standards and specifications, when, in our reasonable discretion, change is warranted for the continued success and development of the License Network. You must buy, lease and maintain, according to our specifications in the Operations Manual or elsewhere by us, a computer running the software we designate, telephone system, fax machine, printer and high speed digital access to your computer and all other equipment required by the System and the Operations Manual or elsewhere by us if these are required, as amended from time to time. Changes in the System may require the purchase or lease of new equipment, supplies, software or other goods, completion of additional training or other cost to you. You must promptly conform to the modified standards and specifications at your own expense. If you have a paper copy of the Operations Manual, you must at all times keep your copy of the Operations Manual current by inserting in it any revised pages we give you and deleting superseded pages. If there is any dispute as to the requirements of the Operations Manual at any point in time, whether paper or electronic, the terms of our master copy of the Operations Manual will control.

7.2.4. Client Satisfaction Program

We may use various techniques to obtain customer feedback concerning your services. If the feedback indicates that your performance does not meet our current effective standards, as described in the Operations Manual or elsewhere, or if we receive customer complaints about your Business, we may suggest ways in which you can improve your performance. If you do not take immediate, effective steps to bring your operation up to our standards, your failure to do so will be a material breach of this Agreement.

7.2.5. Maintenance and Upgrades

You must keep the Premises and all equipment therein clean and in good repair. Periodically, we may instruct you to upgrade your equipment at your expense to meet our currently effective standards, and this may require the replacement of existing equipment and/or the purchase of new types of equipment from time to time. You must promptly comply with any such instruction.

7.2.6. Professional Conduct

In all your dealings with us, your customers, your employees, your suppliers and others, you must adhere to the highest possible standards of professional conduct, honesty, integrity, ethical behavior, dependability, good faith and fair dealing.

7.2.7. Inspections

You must allow our representatives to enter your business premises with or without prior notice during normal business hours to inspect, audit, photocopy, photograph and videotape your business operations and records and to interview your employees and customers. You must correct any deficiencies in your operation within three days of written notification from us of such deficiencies. If you do not take such effective steps to bring your operation up to our standards, or your Business repeatedly fails inspections, your failure to do so will be a material breach of this Agreement.

7.2.8. Notification of Complaints

You must notify us promptly if you are served with a complaint in any legal or administrative proceedings or demand for arbitration that is in any way related to your Business or if you become aware that you are the subject of any complaint to or investigation by a governmental licensing authority, consumer protection agency, or other governmental authority.

7.3 <u>Attendance at Meetings</u>

As recited above, we may hold a national convention once each year to provide updates, offer continuing education, and encourage discussion of topics of importance to us, to Franchisees and to the License Network. You or your Designated Manager must attend at your expense. We will charge a registration fee for attendance at the annual convention as set forth in this Agreement. In addition, you or your Designated Manager must attend at least seventy-five percent (75%) of the meetings, if any, called by us, or by our staff in your region each year. You will not be required to attend more than four (4) meetings each year, with the exception of the annual convention, which you or your Designated Manager must attend. Should we choose to implement a teleconference program, we may allow you to attend the meetings referred to in this section by teleconference.

7.4 <u>Personal and Full Time Efforts</u>

You or your Designated Manager must devote their full time and effort (minimum forty hours per week) to the management and operation of your Business. If you have a Designated Manager, that Manager must be full time and you must devote at least fifteen (15) hours per week to the management and operation of your Business. If you have no Designated Manager, you must be full time. You must ensure that your employees preserve good customer relations and comply at all times with this Agreement and the Operations Manual.

7.5 <u>Records and Reports</u>

7.5.1 Records

You must keep financial records of your Business in the form prescribed by the Operations Manual and statute for at least five (5) years.

7.5.2 Reports

You must submit to us financial reports on the income and expenses of your Business at the times and in the format specified in the Operations Manual. You must buy or lease computer and communications equipment and software that meet specifications stated in the Operations Manual to create financial reports and transmit them to us electronically, to enable you to participate in our electronic communication system, if we should establish one, and to use our proprietary software. We may obtain information from computer and communications equipment and from software used in your Business at our discretion. You must submit to us, upon request, copies of all of your federal, state, and local income and sales tax returns. We may use this data to confirm that you are complying with your obligations under this Agreement, to formulate earnings and expense information to show to prospective licensees and to advise you on operations. We will not, however, disclose your financial information with your identity attached or included, without your written permission.

7.6 **Insurance**

You must purchase and maintain a policy or policies of comprehensive general liability insurance covering all of your "On the Fly" Business assets, personnel and activities on an occurrence basis with a limit for bodily injury, death, or property damage of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate. You must also carry (1) casualty insurance in a minimum amount equal to the replacement value of your interest in the Premises, including furniture, fixtures and equipment, and (2) business interruption insurance in an amount sufficient to cover the rent of your Premises, salaries and wages of key personnel, royalties, marketing contributions and other fixed expenses. In addition, if you have employees, you must maintain policies of workers' compensation insurance, disability insurance and any other types of insurance required by applicable law. Each insurance policy that we require under this Agreement must contain a provision that the policy cannot be canceled without thirty (30) days' written notice to us. Each policy of insurance must be issued by an insurance company with an A.M. Best rating of A- or better. We must be designated as an additional named insured or loss payee, as appropriate, on each policy. Each insurance policy must be satisfactory to us in form, substance and coverage. Additional requirements regarding the minimum insurance coverage you must obtain may be stated in the Operations Manual. We must be named as additional insured and certificate holder on each such insurance policy. You must deliver a certificate of the issuing insurance company evidencing each policy to us as soon as the policy is issued or renewed. Failure to maintain the required insurance and provide evidence of the insurance to us is a material breach of this Agreement. You agree that if you fail to maintain the required insurance, we may purchase it for you at your cost, obtain reimbursement from you for the cost of the insurance, and charge you a reasonable fee for doing so.

7.7 **Fuel Contract**

If fuel equipment is located on your Premises, you must have an effective fuel contract with a fuel provider (a "Fuel Contract") throughout the term of this Agreement. If you have an existing Fuel Contract for the Premises at the time you enter into this Agreement, you may continue to purchase fuel from and sell the fuel of, that fuel provider for the remainder of the Fuel Contract's term. Upon the expiration or termination of the existing Fuel Contract, we may require you to enter into a Fuel Contract with our affiliate, Giant Oil, Inc. ("Giant") using Giant's then-current form of Fuel Contract If you do not have an existing Fuel Contract for the Premises at the time you enter into this Agreement, you must enter into a Fuel Contract with Giant.

7.8 **Participation in Cooperatives**

We have the right to establish and maintain local and regional advertising cooperatives for geographic areas (each an **"Advertising Cooperative"**). Each Advertising Cooperative will use the funds it receives, and shall operate, pursuant to policies and procedures we establish. All ON THE FLY® Businesses in the geographic area of the Advertising Cooperative will participate in the Advertising Cooperative on the same basis. We will provide you written notice of the establishment of any Advertising Cooperative for the geographic area that your ON THE FLY® Business is located in, if and when an Advertising Cooperative for the geographic area is established. You will make contributions either to us or directly to the Advertising Cooperative, as we direct from time to time.

7.9 Financial and Legal Responsibility

7.9.1 Compliance with Law

You must comply with all federal, state and local laws and regulations pertaining, directly or indirectly, to your Business. You must strictly follow all laws and regulations including, but not limited to, those relating to unemployment insurance, workers' compensation insurance and withholding and payment of payroll taxes, sales taxes and any other required tax payments. You must keep current all licenses, permits, bonds and deposits made to or required by any government agency in connection with the operation of your "On the Fly" Business.

7.9.2 Payment of Indebtedness

You must pay promptly when due all taxes and debts that you incur in relation to your Business, particularly debts to us and to our approved or designated suppliers. You and your Related Parties must remain current in all financial responsibilities to your lessor and to us and our Related Parties.

7.10 Pricing

7.10.1 Pricing of Products, Services, Etc.

Except as may be prohibited by state law, if we tell you the price you must charge for any product or service, you must charge that price. If we suggest a resale price, however, you have discretion to charge what you choose.

8. RELATIONSHIP OF PARTIES

8.1 Interest in Marks and System

You may not at any time do or cause to be done anything contesting or impairing our interest in our Trade Names, Marks or System. You have not been granted any rights in our Trade Names, Marks or System except for your right to use them strictly in accordance with the express terms of this Agreement. We retain the right to grant other franchises or licenses to use the Trade Names, Marks and System on any terms that we would determine, subject only to your rights described in Article 4 of this Agreement.

8.2 Independent Status

You are an independent contractor and must make this fact clear publicly in your dealings with suppliers, lessors, government agencies, employees, clients, customers, and others. You must rely on your own knowledge and judgment in making business decisions, subject only to the requirements of this Agreement and the Operations Manual. You may not expressly or implicitly hold yourself out as our employee, partner, member, shareholder, joint venturer or representative, nor may you state or suggest that you have the right or power to bind us or to incur any liability on our behalf. You may not use the "On the Fly" Trade Name as part of your legal name (corporate, limited liability company, or partnership name), although you must use it as the fictitious name of your business.

8.3 Display of Status

Business cards, stationary, purchase order forms, invoices, leases, tax returns, and other documents you use in your business dealings with suppliers, lessors, government agencies, employees, and clients must clearly identify you as an independent legal entity operating under an "On the Fly" franchise.

8.4 Confidentiality

The information, methods, systems, procedures, ideas, forms, marketing plans, strategies and other materials we disclose to you under this Agreement, whether or not included in the Operations Manual, are our confidential and proprietary information and trade secrets. You agree to maintain the confidentiality of all such material. You may not disclose any such information to any third party, except to your employees and agents who have need to know to perform their roles in operating the Business as necessary in the operation of your Business and except as we authorize otherwise in writing. It is your responsibility to ensure the compliance of your Related Parties with the provisions of this section. Each of your Related Parties must sign a written nondisclosure agreement, in the form of Attachment 3 to this Agreement, when you sign this Agreement. You must obtain a nondisclosure agreement from each new Related Party with which you become affiliated during the term of this Agreement within five days from such affiliation and promptly send a copy of that nondisclosure agreement to us.

8.5 Indemnification

You agree to indemnify and hold us harmless from all claims, obligations and damages, directly or indirectly arising out of your "On the Fly" Business' operation, the business you conduct under the Agreement or your breach of the Agreement. For the purposes of this indemnification provision, "claims" include all obligations, damages (actual, consequential, incidental, punitive, or otherwise) and costs that we incur in defending any claims against us, including, without limitation, reasonable accountants', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses and other expenses of litigation or alternative dispute resolution, regardless of whether litigation or alternative dispute resolution is commenced. We may defend any claim against us at your expense and agree to settlement terms or take other remedial, corrective, or other actions in our sole discretion. We have the right to designate attorneys that you must retain, at your expense, to defend any claims subject to this indemnification provision.

We agree to indemnify and hold you harmless from all direct expenses and liabilities arising from or in any way connected with any third party claim that your operation of an "On the Fly" Business in compliance with this Agreement infringes its intellectual property rights or misappropriates its trade secrets. If you are made a party to a legal proceeding in connection with a claim of this type, we will hire counsel to protect our interests and will defend you at our own expense. We may enter into any settlement in our sole subjective discretion and any settlement we negotiate will bind you.

8.6 <u>Covenants Not to Compete</u>

You may not, during the term of this Agreement operate, own a beneficial interest in or assist directly or indirectly, any company or business that is competitive with our business. Further, for two (2) years after the termination, expiration, or non-renewal of this Agreement you must not operate, own a beneficial interest in, assist directly or indirectly or be employed by or gain any financial benefit or other remuneration from any company or business that is competitive with any "On the Fly" Business that is located within five (5) miles of your premises or the premises of any other outlet in the License Network. You agree to obtain the individual written agreement of each of your Related Parties to the provisions of this section in the form of Attachment 3 of this Agreement. You must obtain a copy of Attachment 3 signed by each Designated Manager you engage in the operation of the Business upon engagement.

9. TRANSFER OF YOUR BUSINESS

9.1. <u>Purpose of Conditions for Approval of Transfer</u>

We signed this Agreement in reliance on your integrity, ability, experience and financial resources. You may not sell or Transfer the Agreement or your "On the Fly" Business operated under it or any part of or interest in either of them or any interest in you unless you have first obtained our written consent, which may not be unreasonably withheld. To ensure that no Transfer jeopardizes the Trade Names, Marks, or our interest in the successful operation of your Business, we will consent to a Transfer only if you comply with the provisions of Sections 9.2 through 9.5 of this Agreement. Any attempted Transfer made without our prior written consent or otherwise not in compliance with the terms of this Agreement is a material breach of this Agreement and voids the attempted Transfer.

9.2. <u>Notice of Intention to Transfer</u>

If you would like to Transfer your Business, you must submit to us: (a) the form of transfer application we then currently use, if any, completed by the prospective transferee, (b) a written notice describing all the terms and conditions of the proposed Transfer, and (c) payment of the transfer fee described in Article 6 of this Agreement.

9.3. Consent by Us and Right of First Refusal

We will advise you in writing of our position concerning the proposed Transfer. We may either consent in writing to the Transfer, refuse to consent, or purchase your Business from you ourselves on the same terms and conditions as those offered by proposed third party. Silence is not consent. Our consent to the Transfer is merely a consent to the proposed third party as an "On the Fly" Franchisee and is not meant as consent to all of the terms and conditions of your agreements and arrangements with the proposed transferee. Our consent to a particular Transfer will not be consent to any other or subsequent Transfer. If any terms or conditions in the notice, or any terms or conditions in the documents memorializing the agreement between you and the proposed third party contradict any of the terms of this Agreement, the terms of this Agreement shall control and shall supersede any such terms and conditions.

9.4. Conditions for Consent to Transfer

Our consent to your Transfer will be subject to the following conditions:

(a) Our determination, based on the information that you submit and any other information available, that the proposed transferee meets all of our criteria of character, business experience, financial responsibility, and net worth, which as of now includes without limitation $100,000 in cash and $500,000 in non-cash assets.

(b) Our determination that you and your Related Parties are in Good Standing.

(c) Signing by the transferee of our then current form of franchise agreement and our then current form of personal guaranty and signing by the transferee's Related Parties of required ancillary agreements in the forms attached to the applicable franchise agreement,

(d) Your payment in full of the transfer fee described in Article 6 of this Agreement, as described therein,

(e) Payment for and completion by the transferee and (if any) transferee's Designated Manager of the "On the Fly" initial training program to our satisfaction, and

(f) Signing by you and your Related Parties that are guarantors to this Agreement of a release of all claims that you or your Related Parties have or may have against us or our Related Parties in a form satisfactory to us with respect to past dealings between the parties which may be similar to that form attached hereto as Attachment 6 and by this reference incorporated herein.

9.5. Changes of Ownership Not Considered to be Transfers; Personal Guarantees Required

As used in this Agreement the word "Transfer" does not mean an assignment to:

(a) Any trustee, guardian, executor or conservator for the account and benefit of a spouse, ancestor, or descendant either of you, your Designated Principal or your principal owner;

(b) If at any time you desire that your franchise will be a business entity, than, for you to accomplish this effectively, you, and each of your owners, partners, members, or shareholders of at least a 10% interest in the franchise must sign the Personal Guaranty Agreement attached hereto as Attachment 5. Moreover, if you wish to change the ownership or ownership percentages of any such entity, you must also (1) submit to us information on any proposed change of this type in the equity ownership of the franchisee, the identity and address of all proposed owners of any interest in the franchise or the franchisee, the percentage of ownership, and the address where business records are maintained and we approve any such change and (2) enter into a new franchise agreement, amended to eliminate the initial franchise fee and shorten the term to the remainder of the original agreement's term, if we require.

9.6. <u>Change of Ownership Upon Death or Total Disability</u>

If you, or an owner of an equity interest in you, dies or suffers a Permanent Disability, as defined below while this Agreement is in effect, and there is no other owner who we approve to continue the operation of the Business, the individual's heirs, successors or beneficiaries will have ninety days within which to complete initial training to our satisfaction and pay the then current training fee. If we approve the heirs, successors or beneficiaries or any of them as transferees of the Business, we will waive any transfer fee in connection with the transaction. If we advise the heirs or beneficiaries in writing that we do not approve them as transferees of the franchise, or if we do not approve or disapprove the transaction within sixty days following the death or Permanent Disability, as defined below, the heirs or beneficiaries may have one hundred twenty additional days from the date of disapproval of the Transfer within which to find and notify us of a proposed Transfer to a qualified transferee. If the heirs or beneficiaries do not submit a qualified transferee within the specified period (which may include a current owner), we may terminate the Agreement by written notice to you.

"Permanent Disability" means that the individual is unable, through mental or physical infirmity, to participate actively in the business for six calendar months or more during a consecutive twelve month period.

9.7. <u>Assignment by Us</u>

We may assign this Agreement or any rights or obligations created by it without your consent provided that the assignee expressly agrees in writing to assume our obligations under this Agreement.

9.8. <u>No Encumbrances</u>

You shall not have the right to pledge, encumber, hypothecate, assign or otherwise give a third party any security interest in this Agreement, the Trade Names or Marks, other "On the Fly" trade names, and any copyrighted materials, or your "On the Fly" Business in any manner whatsoever, whether in the assets of the business or in any equity interest in you, without our express written permission, specifically stating that the encumbrance is permissible and describing the specific nature of the encumbrance. Any attempted encumbrance made in violation of this section is a material breach of this Agreement and voids the security interest. You expressly agree to notify the beneficiary or holder of any attempted encumbrance of the restrictions on encumbrances in this Agreement.

10. TERMINATION OF AGREEMENT

10.1. <u>Termination by the Parties or by You</u>

This Agreement may be terminated prior to the end of any term by the written agreement of both parties. You may terminate this Agreement only if: 1) we are in material default of our obligations under this Agreement; 2) you have given us written notice of the default; and 3) we have not cured, or taken steps to cure, the default within ninety (90) days of us receiving your written notice.

10.2. <u>Termination by Us</u>

10.2.1. <u>Termination Upon Notice Without Opportunity to Cure</u>

Unless otherwise prohibited by law, you will be in default and we may, at our option, terminate this Agreement and all of your rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon the delivery of written notice to you from us or from a regulatory authority with applicable jurisdiction, upon the occurrence of any of the following events:

10.2.1.1. You have made or make any material misrepresentation or omission in your application for, or in acquiring, the license and franchise rights, or in operating the "On the Fly" Business;

10.2.1.2. You make or attempt to make any Transfer in violation of this Agreement;

10.2.1.3. You abandon or fail to actively operate your "On the Fly" Business for three or more consecutive business days, unless you close the Franchised Business for a purpose we approve or because of casualty or government order preventing your operation;

10.2.1.4. You fail to obtain and maintain any required licenses, permits, or certifications to open or operate your "On the Fly" Business; fail to comply with any federal, state, or local law regulation; or you operate the Franchised Business in an unsafe manner, and you: do not cure or substantially commence to cure this failure within five days after you receive notice, and complete such cure within an additional twenty-five days;

10.2.1.5. You are or have been convicted of, or plead guilty or plead no contest to a felony;

10.2.1.6. You engage in any dishonest or unethical conduct which, in our opinion, adversely affects the reputation of "On the Fly" or the Licensed Network or the goodwill associated with the Marks;

10.2.1.7. You knowingly make any unauthorized use or disclosure of any part of the Operations Manual, the System or any of our confidential information, know-how, methods, procedures, strategies or trade secrets;

10.2.1.8. You interfere with our relations with third parties or our ability to operate, and/or grant franchises under the System;

10.2.1.9. You fail to maintain the insurance we require, or you fail to repay us for the insurance that we have paid on your behalf and you do not correct the failure within ten days after we deliver written notice of that failure to you;

10.2.1.10. You fail to pay us (or our Related Parties or approved suppliers) any amounts due and do not correct the failure within five days after we deliver written notice of that failure to you, or immediately if payment has not been made within thirty days of its due date;

10.2.1.11. You understate the Gross Receipts of your "On the Fly" Business for any period by three percent (3%) or more two times or more during any twelve month period or by more than ten percent (10%) on any one occasion;

10.2.1.12. You (a) fail on three or more separate occasions within any twelve consecutive month period to comply with this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you cure the failures after our delivery of notice to you; or (b) fail on two or more separate occasions within any eighteen (18) consecutive month period to comply with the same obligation under this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you cure the failures after our delivery of notice to you;

10.2.1.13. You are in default under any other agreement with us or any of our Related Parties or approved suppliers, and you have failed to cure the default within the time period, if any, provided for such cur;

10.2.1.14. You are in default under any agreement pursuant to which you have conducted a service station operation or gasoline and fuel sales business at the

Premises, and you have failed to cure the default within the time period, if any, provided for such cure;

10.2.1.15. You are in default under the lease or other agreement entitling you to occupancy of the Premises, and you have failed to cure the default within the time period, if any, provided for such cure;

10.2.1.16. You fail to participate in the advertising, promotional, or marketing activities, services, and programs that are established by us;

10.2.1.17. Except as otherwise provided herein, you fail to purchase any supplies or products from sources of supply designated by us, or required quantities of any such supplies or products;

10.2.1.18. You interfere with or prevent our representatives from conducting inspections or audits during normal business hours;

10.2.1.19. You misuse our Trade Names or Marks, or use our Trade Names or Marks at any location other than the Premises without our authorization;

10.2.1.20. You fail to satisfactorily complete the initial training program; or

10.2.1.21. Subject to applicable bankruptcy law, you become insolvent or make a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by you or such a petition is filed against you and not opposed by you; or if you are adjudicated bankrupt or insolvent; or if a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed or consented to by you; or if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; or if a final judgment against you remains unsatisfied or of record for thirty days or longer (unless appealed and a supersedeas bond is filed); or if you are dissolved; or if execution is levied against your business or property; or if suit to foreclose any lien or mortgage against the ”On The Fly” Business and/or Premises or equipment is instituted against you and not dismissed within thirty days; or if real or personal property of your “On The Fly” Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

10.2.2. <u>Termination Upon Notice and Opportunity to Cure</u>

Except as otherwise provided in Sections 10.2.1 above, upon any other default by you of your obligations hereunder, including those identified below, we may terminate this Agreement by giving written notice of termination, setting forth the nature of such default to you at least thirty (30) days prior to the effective date of the termination; provided, however, that you may avoid termination by immediately initiating a remedy to cure such default, curing it to our satisfaction, and by promptly providing proof thereof to us, all within the thirty (30) days of the date of our notice. If any such default is not cured within the specified time, this Agreement shall terminate effective upon another notice delivered to you upon the expiration of the thirty (30) day period or such longer period as applicable law may require. The following is a non-exclusive list of illustrative events of default for which you may have an opportunity to cure the default to avoid termination:

10.2.2.1 You make any unauthorized use of our System;

10.2.2.2 You fail to operate the "On the Fly" Business during the days and hours specified in the Operations Manual without our prior approval;

10.2.2.3 You fail to operate the "On the Fly" Business from the Premises or any substitute premises approved by us;

10.2.2.4 You fail to pay when due any amount due to us or to our affiliates pursuant to this Agreement or any other agreement between you and us or between you and any of our affiliates;

10.2.2.5 You fail to pay when due any federal or state income, service, sales, or other taxes due on the "On the Fly" Business's operation, unless you are in good faith contesting your liability for these taxes;

10.2.2.6 You fail to promptly pay your suppliers, including any of our Related Parties, when such payments are due;

10.2.2.7 Do not bring your Business' operations into compliance with our standards following us giving you notice of your failure to meet our currently effective standards; or

10.2.2.8 You fail to comply with: any other provision of this Agreement, any required provision of the Operations Manual, or any System Standard.

10.2.3 Extended Notice of Termination or Renewal if Required by Law

If any law applicable to this Agreement requires: a longer notice period prior to termination or non-renewal of this Agreement, or prior to a refusal to enter into a successor agreement, than is specified in this Agreement; a different standard of "cause" for termination; or the taking of some other action not required under this Agreement, the prior notice, "cause" standard, and/or other action required by such law will be substituted for the comparable provisions in this Agreement.

10.3 <u>Liquidated Damages</u>

In the event that this Agreement or any successor agreement is terminated for any reason owing to your abandonment under 10.2.1.3 or any other default by you, you agree that you will pay to us, as liquidated damages and not as a penalty, to address some of the losses we incur as a result of the breach of your obligations, a sum equal to the average month of your greatest six (6) months of royalties, times the number of months remaining in the term of this Agreement or the renewal, if any, as the case may be. The parties agree that this represents a fair and reasonable approximation of our losses in such event. We are not required to mitigate these losses. You agree that this provision is without prejudice to all other rights and remedies available to us at law or in equity, including but not limited to, our right to seek actual or consequential damages.

10.4 Discontinuation of Franchise Operations

If we decide in our discretion to discontinue On the Fly Operations and the support of franchisees in your market area, we may terminate this Agreement upon sixty (60) days written notice to you.

10.5 Non-Exclusive Remedies

No right or remedy that we may have under this Agreement (including without limitation the remedies of non-renewal and termination) is exclusive of any other right or remedy provided under law or equity, and we may pursue any rights and/or remedies available.

10.6 Rights and Obligations After Termination, Non-Renewal or Expiration

Upon termination or expiration of this Agreement or your Transfer of all of your interests in your "On The Fly" Business or in this Agreement, for any reason, the parties will have the following rights and obligations:

(a) We will have no further or continuing obligations under this Agreement except those that expressly survive the termination this Agreement.

(b) You must give us a final accounting of your "On the Fly" Business, pay us within thirty (30) days all payments due to us and any of our Related Parties, and return the Operations Manual, marketing materials, proprietary forms, software, videotapes and any other property belonging to us or our Related Parties containing or reflecting proprietary or confidential information relating to the Business that we have provided or communicated to you in any way, and certify to us that you have neither made nor retained any copies thereof.

(c) You must de-identify the Premises including removal therefrom of all signs or other references to the "On The Fly" Brand and any of the Marks, and all colors and color combinations and any other distinctive elements of the "On the Fly" system, or, should you fail to do so, to pay us the costs we incur to perform such de-identification in addition to our other remedies.

(d) You must immediately and permanently stop using the Trade Names and Marks or any confusingly similar marks, the System, and any advertising, signs, stationery forms and other items that bear identifying marks or colors that might give others the impression that you are operating an "On the Fly" Business.

(e) You must promptly sign any documents and take any steps that in our judgment are necessary to delete your listings from classified telephone directories, disconnect or, at our option, assign to us any telephone numbers that have been used in connection with your Business, and cease all other references that suggest you are associated with us. By signing this Agreement, you irrevocably appoint us your attorney-in-fact to take any actions described in this paragraph that you have not taken within seven days after this Agreement is terminated.

(f) You must maintain all records we require you to maintain under this Agreement for not less than six years after final payment of any money you owe to us when this Agreement is terminated or this Agreement expires or your interests in it and/or the "On The Fly" Business is Transferred.

(g) Your rights under any lease with us pertaining to the "On the Fly" convenience store, end at the time this Agreement terminates or expires or your interests in this Agreement and/or the "On The Fly" Business is Transferred.

(h) We have the option to buy some or all of the assets of your "On the Fly" Business from you after termination or expiration upon the following terms:

i. The physical assets of your Business, including its equipment, supplies and inventory will be valued at the lower of depreciated book value (using the fastest method of depreciation permitted by the United States Tax Code for each class of assets) or fair market value. If the parties do not agree on a price for the physical assets the parties will select an independent appraiser who will determine the lower of depreciated book value or fair market value. You acknowledge and agree that fixtures installed in your business premises may be owned by or be subject to rights of the owner of the premises to which they are affixed, which owner may be an affiliate of us. Pursuant to this Section 10.4 we have the option to buy whatever rights you may have in those fixtures. You also acknowledge and agree that if the fixtures include or display any or our trade names, trademarks, service marks or other names or marks identifying the "On the Fly" brand or any of our trade dress, you will have no further right to use such fixtures after termination or expiration of this Agreement.

ii. Upon our request you must give us copies of the leases for any and all real property and equipment used in your Business and allow us the opportunity, at a mutually satisfactory time, to inspect the leased property and equipment. We will advise you whether or not we wish to assume any future obligation under any real property or equipment lease. We will not, however, assume any responsibility for any debts to any lessor that exist as of the date when we assume the lease or for any obligations that occurred before such date. If we elect to assume any such leases, you must assign them to us.

iii. Upon our written election to buy some or all of the assets of your "On the Fly" Business, we have the right to immediate possession and may seek provisional relief from any court of competent jurisdiction to enforce this right.

(i) If the license granted in this Agreement is terminated because of your default, or is not renewed, the rights described in this section may not necessarily be our exclusive remedies but will instead supplement any other equitable or legal remedies available to us.

(j) Termination, non-renewal or expiration of this Agreement will not end any of your obligations that arose before that event. All of your obligations that, by their terms or by reasonable implication, are to be performed in whole or in part after termination, expiration or Transfer will survive that event.

11. MISCELLANEOUS PROVISONS

11.1 <u>Construction of Contract</u>

Section headings in this Agreement are for reference purposes only and will not in any way modify the statements contained in any section of this Agreement. Each word in this Agreement may be considered to include any number or gender that the context requires.

11.2 <u>Governing Law</u>

This Agreement is made in the State of Florida and its provisions will be governed by and interpreted under the laws of that State, with the following exceptions: (a) the arbitration clause will be exclusively governed by and should be construed in accordance with the Federal Arbitration Act, and (b) trademark and copyright rights will be governed by and construed in accordance with Federal law.

11.3 <u>Notices</u>

The parties to this Agreement must direct any notices to the other party at the address below that party's name on the final page of this Agreement or at another address if advised in writing that the address has been changed. Notice may be delivered by email or facsimile, hand delivery or express or first class mail. Notice by facsimile or email will be considered delivered upon transmission, by delivery service upon delivery, by express mail one (1) day after transmission and by first class mail three (3) days after posting.

11.4 <u>Amendments</u>

This Agreement may be amended only by a document signed by all of the parties to this Agreement or by their authorized agents.

11.5 <u>Waiver</u>

Waiver of any breach of this Agreement shall not be interpreted as a waiver of any subsequent breach.

11.6 <u>Integration</u>

This Agreement and any exhibits or attachments to it are the entire agreement between the parties concerning the franchise it grants. All other agreements and representations pertaining to the subject matter hereof, are superseded by it. It is a precondition to our obligations and your rights under this Agreement that you sign the Franchisee Representations attached hereto which are incorporated into this Agreement as Attachment 7.

11.7 Negotiation and Mediation

11.7.1 Agreement to Use Procedure

The parties have reached this Agreement in good faith and in the belief that it is mutually advantageous to them. In the same spirit of cooperation, they pledge to try to resolve any dispute between them without litigation or arbitration. They agree that if any dispute arises between them, before beginning any legal action or arbitration to interpret or enforce this Agreement or to resolve any dispute relating to their relationship with one another, they will first attempt to negotiate a resolution and, if either party requests a mediation proceeding, participate in the mediation. Good faith participation in these procedures is a precondition to maintaining any legal action or arbitration to interpret or enforce this Agreement, except for franchisor's assertion of its equitable rights set forth below.

11.7.2 Mediation

If the dispute has not been resolved within a reasonable time through negotiations, either party may, at its option, begin mediation procedures. Mediation will be conducted by and under the rules of the American Arbitration Association ("AAA") or another mediation service agreed upon by the parties, and shall occur in Tampa, Florida. The parties shall share the costs of mediation, such as the mediator's fee and cost of the facility, equally.

11.8 Arbitration

11.8.1 Disputes

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof, or the relationship between the parties, not resolved by negotiation or mediation, shall be resolved by binding arbitration in Tampa, Florida. The arbitration shall be administered by the AAA, in accordance with its Commercial Rules. Judgment or the award rendered by the arbitrator may be entered in any court of competent jurisdiction. All expenses of arbitration, such as arbitrator's fees and costs of the facility, will be shared equally by the parties, except the substantially prevailing party shall recover its legal fees from the non-prevailing party, as set forth below. You and all owners of your franchise and members of your immediate family and any of your managers are bound by these arbitration provisions.

11.8.2 Scope of Arbitrator's Authority

If proper notice of any hearing has been given, the arbitrator will have full power to take evidence or to perform any other acts necessary to arbitrate the matter in the absence of any party who fails to appear. The arbitrator will not have the power to 1) stay the effectiveness of any pending termination or non-renewal of this Agreement, 2) assess punitive damages against either party, or 3) make any award that modifies or suspends any lawful provision of this Agreement.

11.8.3 Enforcement

(a) Any dispute concerning the enforceability or scope of the arbitration clause shall be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. §1 et seq. ("FAA"), and the parties agree that the FAA preempts any state laws or restrictions (including those of the site of the arbitration) on the enforcement of the arbitration clause in this Agreement. If prior to an arbitrator's final decision, either we or you commence an action in any court asserting a claim that arises out of or relates to this Agreement, or the relationship of the parties, (except for the purposes of enforcing the arbitration clause or as otherwise permitted by this Agreement), that party shall be responsible for the other party's expenses of enforcing the arbitration clause including court costs, arbitration filing fees and other costs and attorney's fees.

(b) If a party commences any action in any court, except to compel arbitration or except as specifically permitted under this Agreement, commences any arbitration in any forum except where permitted under this Section 11.8, or when permitted to commence a litigation proceeding commences any litigation proceeding in any forum except where permitted by this Agreement, that party is in default of this Agreement. The defaulting party must commence arbitration (or litigation proceedings as permitted in this Agreement) in a permitted forum prior to any award or final judgment. The defaulting party will be responsible for all expenses incurred by the other party to enforce the terms of this Agreement, including costs and attorney's fees.

11.8.4 Injunctive Relief

Notwithstanding the mediation and arbitration clauses above, we may bring an action for injunctive relief in any court having jurisdiction to enforce our trademark or proprietary rights, and this Agreement's covenants not to compete, or its restriction on disclosure of confidential information in order to avoid irreparable harm to us, our Related Parties, and the Licensed Network as a whole, without the need to post bond. Violation of any of these provisions by you shall be considered conclusively to irreparably harm us and the Licensed Network.

11.9 Limitation of Actions

ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OUR RELATIONSHIP WITH YOU, OR YOUR OPERATION OF THE "ON THE FLY" BUSINESS (INCLUDING ANY DEFENSES AND ANY CLAIMS OF SET OFF OR RECOUPMENT), MUST BE BROUGHT OR ASSERTED BEFORE THE EXPIRATION OF ONE YEAR AFTER THE FIRST ACT OR OMISSION GIVING RISE TO AN ALLEGED CLAIM; OR IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY ALL PARTIES THAT SUCH CLAIMS OR ACTIONS SHALL BE IRREVOCABLY BARRED. NOTWITHSTANDING THIS, OUR CLAIMS ATTRIBUTABLE TO UNDER-

REPORTING OF SALES, AND CLAIMS OF ANY PARTY FOR FAILURE TO PAY MONIES OWED AND FOR INDEMNIFICATION SHALL BE SUBJECT ONLY TO THE APPLICABLE STATE OR FEDERAL STATUTE OF LIMITATIONS.

11.10 Individual Dispute Resolution

You and we agree that the relationship contemplated by this Agreement is a unique and individual relationship between the parties and will be characterized by unique circumstances, actions and experiences that relate only to you and your relationship with us. Therefore, you and we agree that any arbitration or litigation between or among the parties to this Agreement and any of their Related Parties will be conducted on an individual basis and not on a consolidated or class-wide basis.

11.11 Jury Trial Waiver

THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL IN ALL LITIGATION BETWEEN THEM UNDER THIS AGREEMENT OR ANY AGREEMENT BETWEEN THEM OR CONCERNING THEIR RELATIONSHIP.

11.12 Limitation of Damages

In any and all legal or equitable actions, whether in court or arbitration, you waive punitive, exemplary and special damages as well as all consequential and incidental damages.

11.13 Attorney Fees

If legal or equitable action, including without limitation those brought in court or through arbitration, including any action on appeal to enforce the terms and conditions of this Agreement, the substantially prevailing party shall recover attorney fees from the other. The arbitrator or judge shall determine which party is the substantially prevailing party, and a party need not prevail on all of its claims or defenses in the arbitration to be found to have substantially prevailed.

11.14 Severability

Each provision of this Agreement is severable. If any of its provisions is determined to be invalid or in conflict with any existing or future law or regulation, that provision will not impair the operation of the remaining provisions of this Agreement. The invalid provisions will be considered not to be a part of this Agreement. However, if we decide that the finding of illegality adversely affects the basic consideration for our performance under this Agreement, we may, at our option, terminate or not renew it.

11.15 Approval and Required Personal Guaranties

You, and if you are a corporation, all of your shareholders, or, if you are a partnership, all your partners, or, if you are a limited liability company, all your members must approve this Agreement, permit you to furnish the financial information we require and agree to the restrictions placed on them, including without limitation restrictions on the transferability of their interests in you, in this Agreement and in your Business and limitations on their rights to compete. All with a 10% interest or more in you must sign guaranties of your obligations as set forth in Attachment 5 to this Agreement. All transferees of any interest in your "On the Fly" Business, this Agreement or any equity or voting interest in you, must comply with this provision as a condition precedent to our consent to transfer. You and your spouse, and if you are a corporation, all of your officers and shareholders and their spouses, or, if you are a partnership, all your partners and their spouses, or, if you are a limited liability company, all your members and their spouses must sign the personal guaranty attached to this Agreement as Attachment 6.

11.16 Acceptance by Us

This Agreement will not be binding on us unless and until it has been signed by our chief executive officer, chairman of the board or president.

11.17 Disclaimer of Representations

YOU AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR PROMISES OF ANY KIND TO INDUCE YOU TO SIGN THIS AGREEMENT. YOU ACKNOWLEDGE THAT NEITHER WE NOR ANY OTHER PERSON HAS GUARANTEED THAT YOU WILL SUCCEED IN THE OPERATION OF YOUR "ON THE FLY" BUSINESS AND THAT NO EMPLOYEE, AGENT OR REPRESENTATIVE OF OURS HAS PROVIDED ANY SALES OR INCOME PROJECTIONS OF ANY KIND TO YOU. YOU HAVE MADE AN INDEPENDENT INVESTIGATION OF ALL IMPORTANT ASPECTS OF THE BUSINESS YOU WILL OPERATE UNDER THIS AGREEMENT. YOU UNDERSTAND THAT WE ARE NOT A FIDUCIARY AND HAVE NO SPECIAL RESPONSIBILITIES TO YOU BEYOND THE NORMAL RESPONSIBILITIES OF A SELLER IN A BUSINESS TRANSACTION. YOU ARE AWARE OF NO FACTS GIVING RISE TO ANY CLAIM AGAINST US BY YOU. **WE HAVE ADVISED YOU TO CONSULT AN ATTORNEY TO REVIEW THIS AGREEMENT AND ADVISE YOU ABOUT IT AND WE HAVE GIVEN YOU SUFFICIENT TIME WITHIN WHICH TO DO THIS.**

IN WITNESS TO THE PROVISIONS OF THIS AGREEMENT, the undersigned has signed it and dated on the date stated below.

FRANCHISEE	FRANCHISOR
«OFFICIAL FRANCHISEE NAME FIELD»	"ON THE FLY" FRANCHISING, LLC
By:______________________	By:______________________
Name:	Name:
Title ______________________	Title: ______________________
Address:______________________	Address:______________________
______________________	______________________
______________________	______________________
Email: ______________________	Email: ______________________

Date: ______________________ Date: ______________________

ATTACHMENT 1
PREMISES

Your Premises are defined as __________[street address]________________, ___[city]____, __[state]___.

ATTACHMENT 2
ELECTRONIC FUNDS TRANSFER
AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO
"ON THE FLY" FRANCHISING, LLC ("PAYEE")

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, and electronic debits (collectively, "debits") drawn on such account which are payable to the above named Payee. This authorization shall continue in force until Depository and Payee have received at least thirty days written notification from Depositor of its termination.

The Depositor agrees with respect to any action taken pursuant to the above authorization:

(1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose for payment, including any costs or expenses reasonably incurred in connection therewith;

(2) To indemnify Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently; and

(3) To defend at Depositor's own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository's or Payee's participation therein.

Name of Depository: ____

Name of Depositor: ____

Designated Bank Acct.: ____
(Please attach <u>one voided check</u> for the above account)

Store Location: ____

Store #: ____

Address: ____

Phone #: ____

Fax #: ____
____

Name of Franchisee/Depositor (please print)

By: ____
Signature and Title of Authorized Representative

Date: ____

ATTACHMENT 3
"On the Fly"
NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This Non-disclosure and Non-competition Agreement is entered into between ____________ ("Confidant") and "On the Fly" Franchising, LLC ("Franchisor") is dated _____________ in connection with that certain Franchise Agreement between "On the Fly" Franchising, LLC and _________________________ (the "Franchisee") under which the Franchisee has been licensed to operate an "On the Fly" franchise. Capitalized terms used below, if not defined herein, shall have the meanings assigned to them in the Franchise Agreement.

Confidant is: about to undergo training with Franchisor or one of its franchisees or representatives; or is an owner or Related Party of Franchisee. As a result of the training or Confidant's status with the Franchisee, Confidant will learn a great deal about the "On the Fly" System, including information about the Franchisor's business affairs, finances, management, marketing programs, philosophy, customers, systems, standards, know-how, Trade Secrets, confidential information and methods of doing business. Confidant will have access to confidential information developed and maintained at substantial cost by the Franchisor. This information is proprietary to Franchisor. Its use by third parties could cause substantial and irreparable damage to Franchisor.

Therefore, in return for either (a) his or her training or (b) his or her employment by, ownership of or relationship with the Franchisee, Confidant agrees as follows.

1. Non-disclosure of Trade Secrets and Confidential Information

Confidant agrees, during the term of the Franchise Agreement and following termination, expiration, non-renewal, transfer or assignment of the Franchise Agreement, not to disclose, duplicate, sell, reveal, divulge, publish, furnish, or communicate, either directly or indirectly, any Trade Secret or other Confidential Information of Franchisor to any other person or company unless authorized in writing by Franchisor. Confidant agrees not to use any Trade Secret or Confidential Information for his or her personal gain or for purposes of others, whether or not the Trade Secret or Confidential Information has been conceived, originated, discovered, or developed, in whole or in part, by Confidant or represents Confidant's work product.

2. Definition of Trade Secrets and Confidential Information

For purposes of this Agreement, and subject to any applicable trade secrets statute, the terms "Trade Secret" and "Confidential Information" means any information and secrets that qualify as trade secrets under definitions in applicable statute and also any knowledge, technique, processes, formulas, recipes, designs, methods, systems and other information made known or available to Confidant that Franchisor treats as confidential, whether existing now or created in the future, including but not limited to information about the cost of materials and supplies, supplier lists or sources of supplies, sales and marketing information, pricing information, proprietary software, internal business forms, orders, customer accounts, manuals and instructional materials describing our methods of operation, including our Operations Manual, audiotapes and video tapes, products, drawings, designs, plans, proposals, and marketing plans, all concepts or ideas in, or reasonably related to Franchisor's business that have not previously been publicly released by Franchisor, and any other information or property of any kind of Franchisor that may be protected by law as a trade secret, confidential, or proprietary. The Trade Secrets and Confidential Information described in this agreement are the sole property of or are licensed exclusively to Franchisor. Parts of the Trade Secrets and Confidential Information may be known to the public, but Franchisor's compilation of such elements with other proprietary or confidential elements are themselves Trade Secrets and Confidential Information.

3. Assistance and Grant Back

If Confidant has assisted in the past or will assist in the future in the preparation of any information that Franchisor considers to be a Trade Secret or Confidential Information or has himself or herself prepared or created or in the future will prepare or create the information, Confidant assigns any rights that he or she may have in the Trade Secrets and Confidential Information as its creator to Franchisor, including all ideas made or conceived by Confidant.

4. Return of Proprietary Materials

Upon termination or expiration of Confidant's ownership of or employment by Franchisee, Confidant must surrender to Franchisor all materials considered proprietary by Franchisor, technical or non-technical, whether or not copyrighted, that relate to a Trade Secret, Confidential Information, or to the conduct of the operations of Franchisor. Confidant expressly acknowledges that any such materials of any kind given to him or her are and will remain the sole property of Franchisor.

5. Covenant Against Competition

Confidant agrees and covenants that because of the confidential and sensitive nature of the Trade Secrets or and Confidential Information and because the use of the Trade Secrets Confidential Information in certain circumstances may cause irrevocable damage to Franchisor and the System, Confidant will not, until the expiration of two (2) years after the termination or expiration of the relationship between Confidant and Franchisor, Franchisor or the Franchisee, or Confident and the Franchisee operate or own a beneficial interest in or be employed by or gain any financial benefit or other remuneration from any business that is located within five (5) miles of its or any other location or outlet in the Licensed Network as defined in the Franchise Agreement.

6. Saving Provision

Confidant agrees and stipulates that the agreements and covenants not to compete contained in the preceding paragraph are fair and reasonable in light of all the facts and circumstances of the relationship between Confidant and Franchisor or the Franchisee. However, Confidant and Franchisor are aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of the provisions of the preceding paragraph, Confidant and Franchisor agree that if a court or arbitrator should decline to enforce the provisions of the preceding paragraph, that paragraph must be considered modified to restrict Confidant's competition with Franchisor and the Franchisee to the maximum extent, in both time and geography, which the court or arbitrator finds enforceable.

7. Irreparable Harm to the Franchisor

Confidant understands and agrees that Franchisor will suffer irreparable injury that cannot be precisely measured in monetary damages if the Trade Secrets, a Confidential Information is obtained by any person, firm, or corporation and is used in competition with Franchisor. Accordingly, Confidant agrees that it is reasonable for the protection of the business and goodwill of Franchisor to require Confidant to enter into this agreement. If there is a breach of this agreement by Confidant, Confidant agrees that this shall cause irreparable harm to Franchisor and the Licensed Network and consents to entry of a temporary restraining order, preliminary injunction or other injunctive relief, and to any other equitable relief, all without need for bond, that may be granted by any court having personal jurisdiction over the parties, including but not limited to the Courts of Florida, which the parties agree have such proper jurisdiction.

8. Binding Effect

This agreement will bind Confidant's heirs, executors, successors, and assignees as though originally signed by them.

9. Applicable Law and Venue

The validity of this Agreement will be governed by the laws of the State of Florida. Jurisdiction for all arbitration involving this Agreement or the parties hereto must be held in Tampa, Florida; provided that arbitration is the mandatory means for resolution of disputes involving this Agreement or the parties hereto, except that we may seek equitable relief to enforce this Agreement in Florida or in any other court having personal jurisdiction over Confidant.

10. Waiver of Certain Rights in Dispute Resolution

CONFIDANT WAIVES THE RIGHT TO A TRIAL BY JURY, CONSOLIDATED OR CLASS ACTIONS, AND PUNITIVE DAMAGES.

**Signatures on Next Page **

CONFIDANT

By: ____

[Signature of Confidant]

Printed Name: _______________________________

Date: ______________________________________

FRANCHISOR

By: ____

[Signature of Franchisor]

Printed Name: _______________________________

Date: ______________________________________

ATTACHMENT 4
ASSIGNMENT OF TELEPHONE NUMBERS, EMAIL ADDRESS AND URL'S AND SPECIAL POWER OF ATTORNEY

1. Franchisee, to induce Franchisor to grant Franchisee a franchise, assigns to "On the Fly" Franchising, LLC all telephone numbers, email addresses, and URL's and listings Franchisee uses, advertises, publicizes, or otherwise makes known to clients, customers or to the public in the operation of its "On the Fly" Business, both now and in the future.

2. This assignment will automatically become effective immediately upon termination, or expiration, of Franchisee's "On the Fly" franchise agreement. When the franchise agreement is terminated, Franchisee agrees to do whatever is necessary to cause the companies providing service to its "On the Fly" Business to promptly transfer its telephone numbers, email addresses and URL's and associated directory listings to Franchisor or its designee.

3. Franchisee agrees to pay these service providers, on or before the date when the franchise agreement is terminated, or expires all amounts Franchisee owes it in connection with the telephone numbers, including payment for any advertisements or listings in a classified directory or directories. Franchisee further agrees to indemnify Franchisor for any money Franchisor must pay the service providers before the service providers will carry out this agreement.

4. Franchisee appoints Franchisor as his, her or its attorney-in-fact to sign any documents and do any things necessary to carry out this agreement if Franchisee fails to sign or do them within seven business days after termination of the franchise agreement. Franchisee further agrees to indemnify Franchisor for any expenses, including legal fees, that Franchisor incurs enforcing or implementing this Agreement which would not have been incurred if Franchisee had performed as promised under this agreement.

Dated: ________________________________

Sign here if Franchisee is an individual:

FRANCHISEE

Signature: ______________________________________
Print Name: ______________________________________
Print Address: ______________________________________

Sign here if Franchisee is a company or other entity:

FRANCHISEE

Signature: By: ___________________________________
Print Name: ______________________________________
Print Title: ______________________________________
Print Address: ______________________________________

ATTACHMENT 5
PERSONAL GUARANTY AGREEMENT

Guarantee

THIS GUARANTEE effective as of ____________ ("Guarantee") is given by the undersigned to ON THE FLY® FRANCHISING, LLC (collectively, "ON THE FLY"). In order to induce ON THE FLY to enter into or amend the agreement(s) identified on Attachment A (collectively, the "Agreement(s)") with ____________________, a [STATE] [TYPE OF ORGANIZATION] ("Franchisee"), each of the undersigned (if more than one, then jointly and severally) agrees as follows:

1. Each of the undersigned unconditionally and absolutely guarantees to ON THE FLY, the full, prompt and complete payment by Franchisee under: (i) the Agreement(s); (ii) any invoices that ON THE FLY has now rendered or may render in the future against Franchisee; and (iii) any contracts or other evidences of indebtedness that Franchisee may deliver to ON THE FLY for merchandise, materials or equipment furnished. Each of the undersigned also unconditionally and absolutely guarantees to ON THE FLY the full, prompt and complete performance by Franchisee and by the guarantors, officers, directors and stockholders of Franchisee of each term, covenant, condition and provision of the Agreement(s) required to be performed by Franchisee or by the guarantors, officers, directors or stockholders of Franchisee (together with the payment obligations stated above, the "Obligations").

2. Each of the undersigned expressly waives: (i) notice of acceptance of this Guarantee and any and all other notices which by law or the terms of the Agreement(s) are required to be given to Franchisee; (ii) any demand for or notice of default of the payment or performance of any Obligation; and (iii) any legal obligation, duty or necessity for ON THE FLY to proceed first against Franchisee to exhaust any remedy that ON THE FLY may have against Franchisee, it being agreed that, in the event of default of any Obligation in any respect by Franchisee, ON THE FLY may proceed and have a right of action against any of the undersigned, jointly or severally, and/or Franchisee.

3. Each of the undersigned agrees that, even if the undersigned may not have consented thereto or may not have notice or knowledge thereof, the unconditional liability of the undersigned to ON THE FLY shall not in any way be affected or discharged by: (i) any modification, extension or renewal of any Obligation which Franchisee and ON THE FLY may make; (ii) any assignment of the Agreement(s) by Franchisee or by ON THE FLY; or (iii) any act or omission or any waiver by either ON THE FLY or Franchisee.

4. Each of the undersigned agrees that this Guarantee shall continue during the entire term of the Agreement(s), and any renewals or extensions of, or substitutions for, the Agreement(s), until Franchisee has been fully discharged of all of its Obligations. This Guarantee shall not be diminished by any payment or performance by any of the undersigned until each of Franchisee's Obligations has been fully discharged.

5. The undersigned shall not be entitled to make any defense that Franchisee does not have against any claim asserted by ON THE FLY in any action instituted by ON THE FLY to enforce this Guarantee or be excused from any liability under this Guarantee. Each of the undersigned expressly waives any defense in law or in equity which would not be available to Franchisee, it being the intent of this Guarantee that the liability of each of the undersigned under this Guarantee is primary and unconditional.

6. During the term of the Agreement(s), the undersigned will not divulge to, or use for the benefit of, any person or entity other than Franchisee, any information concerning the business of ON THE FLY which the undersigned may acquire by virtue of Franchisee's operation under the Agreement(s) or do any act or omission which is prejudicial or injurious to the business of ON THE FLY, its affiliates, or any franchisees of ON THE FLY or its affiliates.

7. In the event any action is brought in connection with the enforcement of this Guarantee, the undersigned shall pay reasonable attorney's fees and all court costs incurred by ON THE FLY.

8. This Guarantee is personal to the undersigned and may not be assigned by any of the undersigned, but is freely transferable by ON THE FLY. This Guarantee shall be binding upon heirs, legal representatives and permitted successors and assigns of each of the undersigned and inure to the benefit of ON THE FLY, its affiliates, and their respective successors and assigns.

9. This Guarantee shall be deemed made in and governed by the laws of the State of Florida, without regard to laws regarding conflicts of law. The proper venue for any court action will be in a court having jurisdiction within the county and state where the defendant/respondent either resides or has its primary place of business.

10. If any term or provision of this Guarantee should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions will be unimpaired and the invalid term or provision will be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision.

IN WITNESS WHEREOF, each of the undersigned has executed this Guarantee.

Signature	______________________	Signature	______________________
Social Security	#____________________	Social Security	#____________________
Typed or Printed Name	______________________	Typed or Printed Name	______________________
Address	______________________	Address	______________________
	______________________		______________________
Date Signed	______________________	Date Signed	______________________

Signature	__________________________	Signature	__________________________
Social Security	#________________________	Social Security	#______________________
Typed or Printed Name	__________________________	Typed or Printed Name	__________________________
Address	__________________________	Address	__________________________
	__________________________		__________________________
Date Signed	__________________________	Date Signed	__________________________

ATTACHMENT 6
SPECIAL RELEASE OF CLAIMS

This Special Release of Claims is signed on *{Date}* ______ at *{city/state}* ______________ by, ______________________(Insert legal name of Franchisee entity) referred to in this Release as "Franchisee," in favor of "On the Fly" Franchising, LLC, referred to in this Release as "Franchisor."

RECITALS

This Release is made and delivered with reference to the following facts:

A. Franchisor and Franchisee are parties to an "On the Fly" Franchise Agreement with a start date (as defined in the Franchise Agreement) of _________ ; and

B. 1. Franchisee would like to transfer the "On the Fly" Business operated under the Franchise Agreement; OR

2. Franchisee would like to renew the Franchise Agreement; OR

3. Franchisor has agreed to grant a request, or has made a decision, in favor of Franchisee; OR

4. Such other occurrence has occurred to serve as consideration for this Release; and

C. Franchisor is willing to consent to Franchisee's request on condition that Franchisee meets the conditions for consent stated in the Franchise Agreement. One of these conditions is that Franchisee must sign a release of claims in favor of Franchisor; and

D. For the above-described consideration, the value and adequacy of which Franchisee acknowledges, Franchisee and Franchisor sign and deliver this Release.

RELEASE

1. Franchisee, on behalf of Franchisee and Franchisee's Related Parties (as that term is defined in the Franchise Agreement), as that term is defined in the Franchise Agreement, now and forever releases and discharges Franchisor and its successors, assigns, attorneys, insurers, brokers, principals, officers, directors, shareholders, members, partners, agents, employees, and contractors, from any and all claims, demands, losses, expenses, damages, liabilities, actions, and causes of action of any nature, which Franchisee ever had, now has, or hereinafter can, shall or may have from the beginning of the world to the date of this Release, for upon, or be reason of any matter, cause or thing whatsoever, including without limitation arising out of or in connection with, directly or indirectly, the Franchise Agreement, the offer, sale or negotiation of the franchise by Franchisor the relationship of the parties arising therefrom, of the conduct of Franchisor or any of its

agents or employees in obtaining and entering into agreements except those that may not be waived in advance under applicable law, that in any manner arise from or relate to the franchise relationship described above.

This Release extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know or suspect to exist, but that may develop, accrue, or be discovered in the future. RELEASORS EXPRESSLY WAIVE ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542 (OR THE SAME LEGISLATION OF ANY OTHER STATE), WHICH PROVIDES: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of signing the release, which if known by him must have materially affected his settlement with the debtor." The parties hereby represent and warrant to each other that they have each considered the possibility that claims, liabilities, injuries, damages, and causes of action that each of them do not presently know or suspect to exist in their respective favor may develop, accrue, or be discovered in the future, and that each party voluntarily assumes that risk as part of the consideration received for this Release.

2. Franchisee covenants and agrees that it will not make, assert or maintain any claim, demand, action, or cause of action that is discharged by this Release against Franchisor or its Related Parties. Franchisee agrees to indemnify, defend, and hold Franchisor and its related parties and their successors in interest, harmless against any claim, demand, damage, liability, action, cause of action, cost or expense, including attorneys fees, resulting from a breach of the covenant contained in this paragraph.

3. This Release shall not apply to rights under any separate gasoline service station or gasoline supply agreement.

IN WITNESS TO THE PROVISIONS OF THIS RELEASE, the undersigned has signed it on the date stated in Article 1.

FRANCHISEE

____
(Insert Legal Name of Franchisee Entity)

By:________________________	By:________________________
Name: ______________________	Title: ______________________
Title: ______________________	Date: ______________________

ATTACHMENT 7
Franchisee Representations

The purpose of this Franchisee Acknowledgement is to determine whether any statements or promises were made to you that “On the Fly” Franchising, LLC has not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business.

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

Acknowledgments and Representations

1. Did you receive a copy of “On the Fly” Franchising, LLC Franchise Disclosure Document (and all exhibits and attachments) at least fourteen calendar days prior to signing the Franchise Agreement?
Check one: Yes No. If no, please comment:

____
_

2. Have you studied and reviewed carefully “On the Fly” Franchising, LLC Franchise Disclosure Document and Franchise Agreement? Check one: Yes No. If no, please comment:

____
_

3. Did you understand all the information contained in both “On the Fly” Franchising, LLC Franchise Disclosure Document and Franchise Agreement? Check one Yes No. If no, please comment:

____
_

5. Was any oral, written or visual claim or representation made to you that contradicted the disclosures in the “On the Fly” Franchising, LLC Franchise Disclosure Document? Check one: Yes No. If yes, please state in detail the oral, written or visual claim or representation:

____
_

6. Did any employee or other person speaking on behalf of “On the Fly” Franchising, LLC make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted, or projected sales, revenues, expenses, earnings, income or profit levels at any “On the Fly” Franchising, LLC franchise or the likelihood of success at your “On the Fly” Business? Check one: Yes No. If yes, please state in detail the oral, written or visual claim or representation:

____
_

7. Did any employee or other person speaking on behalf of “On the Fly” Franchising, LLC make any statement or promise regarding costs involved in operating an “On the Fly” franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Check one: Yes No. If yes, please comment:

____

_

8. Do you understand that the franchise license granted is for the right to develop one “On the Fly” franchise only in the location designated in Attachment 1 to this Franchise Agreement, and that “On the Fly” Franchising, LLC has the right, subject only to the limited rights granted to you in the Franchise Agreement, to issue Franchise licenses or operate competing businesses for or at locations, as we determine, near your “On the Fly” Business? Check one: Yes No. If no, please comment:

____

_

9. Do you understand that the Franchise Agreement and the documents you execute concurrently with it contain the entire agreement between you and “On the Fly” Franchising, LLC concerning the franchise business, meaning that any prior oral or written statements not set out in the Franchise Agreement will not be binding? Check one: Yes No. If no, please comment:

____

10. Do you understand that the success or failure of your “On the Fly” Business will depend in large part upon your skills and experience, your business acumen, your location, the local market for products and services under “On the Fly” Franchising, LLC trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your “On the Fly” Business may change? Check one Yes No. If no, please comment:

____

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO “ON THE FLY” FRANCHISING, LLC AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH,

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

{*FRANCHISEE NAME}*

Signature:	______________________________
Print Name:	______________________________
Print Address:	______________________________
Title (if Entity):	______________________________

APPROVED ON BEHALF OF
"ON THE FLY" FRANCHISING, LLC

Signature:	______________________________
Name:	______________________________
Title:	______________________________

EXHIBIT C

FRANCHISE CONVERSION INCENTIVE AGREEMENT

Franchise Conversion Incentive Agreement

Agreement Dated: ______________________

Parties
_*On the Fly Franchising, LLC*_____________ *("Company")*

______________________________________ *("Name of Franchisee")*

Outlet

Franchise No ____________________
____
____
____
(Franchisee Street Address)

Background

Company and Franchisee have entered into an __________________________Franchise Agreement dated ______________________________ (the "Franchise Agreement") for the above noted location (the "Outlet")

Company wishes to provide Franchisee with funding to assist Franchisee in converting an existing convenience store or constructing a new convenience store at the Outlet to meet the Franchisor's requirements. Terms not otherwise defined here have the same meaning as in the Franchise Agreement.

The parties agree as follows:

1 Incentive Allowance

(a) Company will provide an Incentive Allowance calculated as set forth below (the "Incentive Allowance")

(b) The Incentive Allowance will be the lesser of (i) 1.5 times the average of Franchisee's monthly convenience store gross sales at or from the Outlet during the 12-month period immediately prior to Franchisee's submission of the franchise application for the Outlet, adjusted in the same manner as Franchise Gross Sales (the "Estimated Incentive Allowance "), or (ii) the actual reasonable costs to convert the store to meet the Franchisor's requirements (the cost of the "Work"), or (iii) if Franchisee does not have any convenience store gross sales at or from the Outlet during this 12-month period, gross sales would be Estimated Average Monthly Gross Sales based on projected monthly convenience store gross sales for the Outlet as determined by an independent firm hired by Franchisee at Franchisee's expense and subject to Company's approval. By accepting any such projected sales amounts for purposes of this agreement. Company relies solely upon the Franchisee and, to the extent it is determined that the information furnished is inaccurate, Company reserves the right to terminate this Agreement and seek all available remedies.

2 Completion of Work and Opening for Business

(a) Franchisee will engage a general contractor designated by Company to perform the conversion Work Using the Incentive Allowance, Company will (i) communicate with the contractor to assist the contractor in understanding the Work needed to meet the Franchisor's requirements, (ii) procure the equipment required for the Outlet to meet the Franchisor's requirements, and (iii) pay Franchisee's contractor and suppliers up to the limits of the Incentive Allowance for the Work needed to meet the Franchisor's requirements. Company's payments will be conditioned on receiving appropriate invoices and documentation of actual and reasonable costs for the Work and equipment as requested to support payment. Conversion costs eligible for payment from the Incentive Allowance include only those necessary to make the convenience store building meet Company's equipment and image requirements for On the Fly stores, costs for demolition, rebuilding, remodeling, and new construction. ADA compliance or other Work not connected with Company's equipment or image requirements (e.g., Work to bring existing conditions up to building code requirements) are excluded. Franchisee's contractor will be responsible for obtaining all required permits. It is Franchisee's responsibility to determine which permits will be needed and to secure any necessary permits.
(b) Franchisee will open the store for business as an On the Fly Store as soon as Company certifies that (i) all Work necessary for the Outlet to meet the Franchisor's requirements is complete, (ii) Franchisee has completed Company's initial training program for On the Fly Franchisees, (iii) the Outlet otherwise meets all On the Fly image and facility requirements for operating as an On the Fly Store and (iv) Franchisee is ready to operate the store in compliance with the On the Fly System at the Outlet. Franchisee will not start operating the store as an On the Fly Store before such certification by Company. Franchisee is responsible for ensuring that all conditions for the certification are met and for timely opening of the On the Fly Store subject to unavoidable delays caused by force majeure.

3 Responsibility for Additional Costs, Permitting and Work Completion

Company does not represent, promise or warrant that the Incentive Allowance will be sufficient to fully cover the cost to complete the Work. Franchisee understands that actual costs may exceed the Incentive Allowance and that Franchisee is solely responsible for funding the Work to completion and paying any contractors or suppliers for amounts exceeding the Incentive Allowance. Company does not represent, promise or warrant that the Work can be completed within any cost estimates discussed with or provided to Franchisee. Notwithstanding any estimates, equipment lists or work descriptions that may be provided by Company, Franchisee and the designated contractor shall be responsible for independently assessing the scope of work, the need for permits to complete the Work, disability access requirements, local building code requirements and other factors that may affect the cost and time to complete the Work.

4 Contingent Repayment Obligation

If for any reason Franchisee does not open the On the Fly Store by the date and in the manner required by the Franchise Agreement, Franchisee must repay Company (a) Franchisee must pay Company any nonrecoverable payments made or owing by Company to third parties on account of the conversion activities; and (b) 100% of the Incentive Allowance paid unless an extension of time is granted by Company in its sole discretion. If the On the Fly Store has opened for business under Franchisee's operation and control, Franchisee will reimburse Company a percentage of the Incentive Allowance in accordance with the schedule below:

Year After Opening*	Payment Amount	Year After Opening	Payment Amount
1	100%	6	50%
2	90%	7	40%
3	80%	8	30%
4	70%	9	20%
5	60%	10	10%

* "Year After Opening" means a 12-month period starting on the date of the On the Fly Store Opening as established by Company under section 1 of the Franchise Contract, and any anniversary of that date Amounts amortize as shown above at the end of each Year After Opening For example, if a Store closed as an On the Fly Store 11 months after opening. Franchisee would owe 100% and if it closed 18 months after opening. Franchisee would owe 90% of the Incentive Allowance paid.

If the Franchise Agreement terminates, either before, or after, the On the Fly Store has opened for business under Franchisee's operation and control, or is not renewed (in either event by Franchisee or Company) or if the Franchise Agreement is assigned or transferred by Franchisee, then Franchisee's obligation to reimburse the Company for all portions of the Incentive Allowance not previously reimbursed will become immediately due and owing by Franchisee to Company.

Company may debit Franchisee's bank account under their electronic funds authorization agreement for any amount owed by Franchisee to Company under this Agreement and as set forth in Section 6.5 of the Franchise Agreement. Company may also apply to any such amounts owed any credits or funds available to Company that otherwise would be distributed to Franchisee (e.g., supplier Rebates).

5 Miscellaneous

No modification of this agreement will be binding on Company or Franchisee unless in writing and signed by both Company and Franchisee This agreement supersedes and replaces any previous On the Fly Conversion Incentive Agreement entered into by Company and Franchisee. This agreement benefits Company's successors and assigns and binds Franchisee's heirs, legatees, personal representatives, successors and assigns Franchisee may not assign any rights or delegate any duties under this agreement without Company's prior written consent.

Signatures of Parties to follow

(Name of Franchisee)________________________________

____

By: ______________________________________

Date: ______________________________________

On the Fly Franchising, LLC

By: ______________________________________

Date: ______________________________________

Guarantors:

____

Date: ____

____

Date: ____

____

Date: ____

EXHIBIT D

CURRENT AND FORMER FRANCHISEES

Current Franchisees

Issa Ali
9650 4th Street N.
St. Pete, FL 33702
Phone No.: 813.802.9373

Mohammed Hossain
2688 NE. Dixie Hwy
Jensen Beach, FL 34957
Phone No.: 772.924.6474

MD Saifo Uddin
1202 Hwy A1A
Satellite Beach, FL 32937
Phone No.: 954.889.4593

Mohammed Hossain and
Habibunessa Hossain
1799 N. Congress Avenue
West Palm Beach, FL 33409
Phone No.: 772.924.6474

Dilip Tunki and Madhu Nyapatla
11067 St. Aug. Road
Jacksonville, FL 32257
Phone No.: 404.822.4662

Dharmik Rawal, Hental Rawal
110 Shoup Mill Road
Dayton, OH 45415
Phone No.: 937.239.6756

Saed Qalalwa
3898 Salem Ave.
Dayton, OH 45406
Phone No.: 937.830.1616

Jalpan M Patel and Mahendrakumar P Patel
6908 Sheldon Road
Tampa, FL 33615
Phone No.: 727.509.4501

Saed Qalalwa
3000 Linden Ave.
Dayton, OH 45410
Phone No.: 937.830.1616

Rohit Patel
7888 Troy Pike
Dayton, OH 45424
Phone No.: 224.565.3896

Dexter and Jodie Peters
501 Woodman Dr.
Dayton, OH 45431
Dexter Phone No.: 937.929.9578
Jodie Phone No.: 937.929.0225

Habtom Gerezher
2100 S Edwin C Moses Blvd.
Dayton, OH 45408
Phone No.: 703.939.5799

Rabeya Akter and Mohammed Uddin
8289 Park Blvd.
Seminole, FL 33777
Phone No.: 727.768.2736

Vipul Thakkar
662 US 19 NE
Crystal River, FL 34429
Phone No.: 404.491.8330

MD D Islam
502 E. Dr. MLK Jr Blvd
Tampa, FL 33603
Phone No.: 917.478.1506

Mohammed Masud
3301 W. Hillsborough Avenue
Tampa, FL 33614
Phone No.: 813.528.2004

Goolshan Khimani
23977 US 19 N
Clearwater, FL 33765
Phone No.: 813.469.3497

John Kandah
9475 Baymeadows Rd
Jacksonville, FL 32256
Phone No.: 904.469.4827

Siva Krishna Boppudi
433 S MAIN STREET
DAYTON, OH 45402
Phone No.: 540.748.3796

Ritish Mahendru
10 N. SPRINGBORO PIKE
DAYTON, OH 45449
Phone No.: 937.409.3277

<u>Franchisees that left the system in 2024 or that have not communicated with us in the last ten weeks.</u>

AMS Petroleum, Arshid Sahi and Wagas Sahi, Bowie, MD; 410-900-0498 (left the system following a transfer)

Sahi Enterprises, LLC, Arshid Sahi and Ahmed Sahi, Bowie, MD; 410-900-0498 (left the system following a transfer)

EXHIBIT E

FINANCIAL STATEMENTS

ON THE FLY FRANCHISING, LLC

FINANCIAL STATEMENTS

Years ended December 31, 2024, 2023 and 2022

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PAUL J. FERLITA
CERTIFIED PUBLIC ACCOUNTANT
2014-A EAST SEVENTH AVENUE
TAMPA, FLORIDA 33605

TEL. (813) 248-0488
FAX (813) 248-0491

Independent Auditor's Report

To Management of On The Fly Franchising, LLC
1806 N Franklin St.
Tampa, FL 33602

Opinion

I have audited the financial statements of On The Fly Franchising, LLC, which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income, changes in stockholders' equity, and cash flows for the years ended, and the related notes to the financial statements.
In my opinion, the accompanying financial statements present fairly, in all material respects, the financial position of On The Fly Franchising, LLC as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America..

Basis for Opinion

I conducted my audits in accordance with auditing standards generally accepted in the United States of America (GAAS). My responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of my report. I am required to be independent of On The Fly Franchising, LLC, and to meet my other ethical responsibilities, in accordance with the relevant ethical requirements relating to my audits. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about On The Fly Franchising, LLC's ability to continue as a going concern within one year from the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

My objective is to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, I.

- Exercise professional judgment and exercise professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of On The Fly Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in my judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about On The Fly Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

I am required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and internal control related matters identified during my audit.

Paul J Ferlita CPA
Tampa, FL
April 25, 2025

ON THE FLY FRANCHISING, LLC
BALANCE SHEETS
December 31, 2024 and 2023

ASSETS	2024	2023
CURRENT ASSETS		
Cash	$ 19,164	$ -
Due from Affiliates	$ 338,503	$ 241,133
Total current assets	$ 357,667	$ 241,133
INTANGIBLE ASSSETS		
Organization Costs	$ 42,131	$ 42,131
Software	20,800	$ -
Trademarks	1,715	1,715
Accumulated Amortization	(36,800)	(26,279)
Total non current assets	27,846	17,567
TOTAL ASSETS	$ 385,513	$ 258,700
LIABILITIES AND MEMBER'S EQUITY		
CURRENT LIABILITIES		
Accounts payable	$ -	$ 10,500
Total current liabilities	$ -	10,500
DEFERRED REVENUE	29,035	$ -
MEMBER'S EQUITY	356,478	248,200
TOTAL LIABILITIES AND MEMBER'S EQUITY	$ 385,513	$ 258,700

See accompanying notes and independent auditor's report

ON THE FLY FRANCHISING, LLC
STATEMENTS OF INCOME
December 31, 2024, 2023 and 2022

	2024	2023	2022
Revenue			
Marketing Fees	$ 86,661	$ 68,010	$ 24,288
Royalty Fees	141,943	127,256	75,339
Training Fees	2,000	8,000	4,000
Franchise Fees	965	-	-
Other Revenue	7,000	17,000	-
	238,569	220,266	103,627
Less Discounts	-	(7,000)	(2,000)
Gross Profit	238,569	213,266	101,627
Operating Expenses	(130,291)	(70,592)	(42,884)
Purchase Software			
Net Income	$ 108,278	$ 142,674	$ 58,743

See accompanying notes and independent auditor's report

ON THE FLY FRANCHISING, LLC
STATEMENTS OF CASH FLOWS
Years ended December 31, 2024, 2023 and 2022

	2024	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES			
Net Income	$ 108,278	$ 142,674	$ 58,743
Adjustments to reconcile net invome to net	-	-	-
cash provided by operating activities	-	-	-
Amoritization	10,521	8,769	8,769
Increase in assets:			
Due from Giant Oil Inc & Affiliates	(97,370)	(161,943)	(67,512)
Increase (Decrease) in liabilities:			
Accounts payable	(10,500)	10,500	-
Deferred Revenue	29,035	-	-
Net cash provided by operating activities	39,964	-	-
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase Software	(20,800)	-	-
Net cash used by investing activities	(20,800)	-	-
NET INCREASE IN CASH	$ 19,164	$ -	$ -

See accompanying notes and independent auditor's report

ON THE FLY FRANCHISING, LLC
STATEMENTS AND CHANGES IN MEMBER'S EQUITY
Years ended December 31 2024, 2023 and 2022

ASSETS	2024	2023	2022
Balance, Beginning of Year	$ 248,200	$ 105,526	$ 46,783
Net income	108,278	142,674	58,743
Balance, end of Year	356,478	$ 248,200	$ 105,526

See accompanying notes and independent auditor's report

ON THE FLY FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business:
The company (franchisor) provides franchise opportunities to convenience store operators who are commissioned marketers of motor fuel sales distributed by affiliates of the company. The franchisor has developed a branded system for operating convenience store services at motor fuel locations and has agreed to grant franchisees the right to use such system in exchange for certain payments to be received.

Management Estimates:
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimated.

Revenue Recognition:
Revenues are recognized as performance obligations are provided to customers. Franchise fees are recognized on a straight line basis over the franchise term. Marketings and royalty fees, which are sales based, are recognized when sales occur. Training fees are recognized when the services are provided.

NOTE B – RELATED PARTY TRANSACTIONS

The entity, a single-member LLC, is controlled by the same individual who controls the entities which distribute motor fuels to franchisees of the entity. Management fees in the amount of $10,000 for 2022, $20,000 for 2023, and $20,000 for 2024 have been charged by such affiliates for 2022, 2023, and 2024 respectfully. The entity's taxable income is includible in the income tax return of its owner.

NOTE C – SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 25, 2025 the date on which the financial statements were available to be issued.

ON THE FLY FRANCHISING, LLC

FINANCIAL STATEMENTS

Years ended December 31, 2023, 2022 and 2021

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PAUL J. FERLITA
CERTIFIED PUBLIC ACCOUNTANT
2014-A EAST SEVENTH AVENUE
TAMPA, FLORIDA 33605

TEL. (813) 248-0488
FAX (813) 248-0491

Independent Auditor's Report

To Management of On The Fly Franchising, LLC
1806 N Franklin St.
Tampa, FL 33602

Opinion

I have audited the financial statements of On The Fly Franchising, LLC, which comprise the balance sheet as of December 31, 2023, and the related statements of income, changes to member's equity, and cash flows for the three years then ended, and the related notes to the financial statements.

In my opinion, the accompanying financial statements present fairly, in all material respects, the financial position of On The Fly Franchising, LLC as of December 31, 2023, and the results of its operations, changes in member's equity, and its cash flows for the three years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

I conducted by audits in accordance with auditing standards generally accepted in the United States of America (GAAS). My responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of my report. I am independent of On The Fly Franchising, LLC, and have fulfilled my other ethical responsibilities, in accordance with the relevant ethical requirements relating to my audit. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about On The Fly Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

My objective is to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, I.

- Use professional judgment and exercise professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of On The Fly Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in my judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about On The Fly Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are issued.

I am required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and internal control related matters identified during my audit.

Paul J Ferlita CPA
Tampa, FL
June 25, 2024

ON THE FLY FRANCHISING, LLC
BALANCE SHEET
December 31, 2023

ASSETS	2023
CURRENT ASSETS	
Due from Affiliates	$ 241,133
Total current assets	241,133
NON CURRENT ASSETS	
Organization Costs	$ 42,131
Trademarks	1,715
Accumulated Amortization	(26,279)
Total non current assets	17,567
TOTAL ASSETS	$ 258,700
LIABILITIES AND MEMBER'S EQUITY	
CURRENT LIABILITIES	
Accounts payable	$ 10,500
Total current liabilities	10,500
MEMBER'S EQUITY	248,200
Total Member's equity	248,200
TOTAL LIABILITIES AND MEMBER'S EQUITY	$ 258,700

See accompanying notes and independent auditor's report

ON THE FLY FRANCHISING, LLC
STATEMENTS OF INCOME
Years ended December 31, 2023, 2022 and 2021

	2023	2022	2021
Revenue			
Marketing Fees	$ 68,010	$ 24,288	$ 3,341
Royalty Fees	127,256	75,339	1,723
Training Fees	8,000	4,000	6,000
Franchise Fees	17,000	-	43,000
	220,266	103,627	54,064
Less Discounts	(7,000)	(2,000)	(7,000)
Gross profit	213,266	101,627	47,064
Operating expenses	(70,592)	(42,884)	(50,281)
Net income (loss)	$ 142,674	$ 58,743	$ (3,217)

See accompanying notes and independent auditor's report

ON THE FLY FRANCHISING, LLC
STATEMENTS OF CASH FLOWS
Years Ended December 31, 2023, 2022 and 2021

	2023	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income (loss)	$ 142,674	$ 58,743	$ (3,217)
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization	8,769	8,769	8,741
Increase in assets:			
Due from Giant Oil Inc & Affiliates	(161,943)	(67,512)	(11,678)
Increase in liabilities:			
Accounts payable	10,500	-	-
Net cash used by operating activities	-	-	(6,154)
CASH FLOWS FROM INVESTING ACTIVITIES			
Capital Contributions	-	-	50,000
Organization Costs	-	-	(43,846)
Net cash provided by investing activities	-	-	6,154
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	$ -	$ -	$ -

See accompanying notes and independent auditor's report

ON THE FLY FRANCHISING, LLC
STATEMENTS OF CHANGES IN MEMBER'S EQUITY
Years ended December 31, 2023, 2022 and 2021

	2023	2022	2021
Balance, Beginning of Year	$ 105,526	$ 46,783	$ 50,000
Net income (loss)	142,674	58,743	(3,217)
Balance, End of Year	$ 248,200	$ 105,526	$ 46,783

See accompanying notes and independent auditor's report

ON THE FLY FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business:
The company (franchisor) provides franchise opportunities to convenience store operators who are commissioned marketers of motor fuel sales distributed by affiliates of the company. The franchisor has developed a branded system for operating convenience store services at motor fuel locations and has agreed to grant franchises the right to use such system in exchange for certain payments to be received.

Management Estimates:
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimated.

Revenue Recognition:
Revenues are recognized as performance obligations are provided to customers. Franchise fees are recognized when received. Marketings and royalty fees, which are sales based, are recognized when sales occur. Training fees are recognized when the services are provided.

NOTE B – RELATED PARTY TRANSACTIONS

The entity, a single-member LLC, is controlled by the same individual who controls the entities which distribute motor fuels to franchises of the entity. All of the entity's transactions have been recorded in the accounts of such affiliates. Management fees in the amount of $5,000 for 2021, $10,000 for 2022, and $20,000 for 2023 have been charged by such affiliates for 2021, 2022, and 2023 respectfully. The entity's taxable income is includible in the income tax return of its owner.

NOTE C – SUBSEQUENT EVENTS

Management has evaluated subsequent events through June 25, 2024 the date on which the financial statements were available to be issued.

EXHIBIT F

TEMPLATE COMMISSION AGENT'S CONTRACT

COMMISSION AGENT'S CONTRACT
FOR "On The Fly" FRANCHISEES

DATE:

RETAILER:

CONTRACTOR:

LOCATION:

COUNTY (FL):

Store #

THIS COMMISSION AGENT'S CONTRACT DOES NOT CREATE A "FRANCHISE" RELATIONSHIP AS THAT TERM IS DEFINED BY THE PETROLEUM MARKETING PRACTICES ACT, 15 USC 2801 et seq.

THIS COMMISSION AGENT'S CONTRACT (the "Contract") is made and entered into this __________ by and between ____, hereinafter referred to as "Retailer", and

____

hereinafter called "Contractor."

WHEREAS, the Contractor has entered into a franchise agreement with On the Fly Franchising, LLC, a Florida limited liability company, dated ___________ (the "Franchise Agreement"), pursuant to which the Contractor, referred to as the Franchisee under the Franchise Agreement, has acquired the right to operate an "On the Fly" convenience store at the Premises;

AND WHEREAS, the Contractor has entered into that certain lease agreement with ____, organized under the laws of the State of _________, dated _______ (the "Lease") pursuant to which the Contractor is referred to as the Tenant;

AND WHEREAS, the Lease requires that the Contractor be a commission agent in good standing of the Retailer pursuant to a Commission Agent's Contract in a form prescribed by the Retailer;

NOW THEREFORE, IN CONSIDERATION of the covenants and agreements herein contained, the Retailer and the Contractor mutually agree as follows:

ARTICLE 1. <u>LOCATION</u>: By the terms of this Contract, Contractor agrees to operate the retail motor fuel service station business owned by Retailer and located at the location described above (the "Business").

ARTICLE 2. <u>TERM</u>: The term of this Contract shall commence on _________ and end on __________ unless sooner terminated as set forth below. This Contract shall automatically terminate at the end of the term. The term of this Contract shall not be extended or renewed unless the parties mutually agree in writing, ninety (90) days prior to the expiration of this Contract. Upon the expiration of the initial term or renewal period (if applicable), this contract shall automatically convert to a month-to-month contract. During the month-to-month period, all terms and conditions of the original contract shall remain in effect. Either party may terminate the contract by providing 30 days written notice to the other party.

The Retailer may at any time terminate this Contract for cause, "Cause" which includes, but is not limited to: (i) failure of the Contractor to comply with any of the provisions of this Contract; (ii) failure of the Contractor to make payment of any financial obligations owed by Contractor to the Retailer; (iii) Contractor's loss of the right to occupy the premises as to which this contractual relationship created pertains; (iv) failure of Contractor to acquire and maintain all necessary permits and licenses necessary to operate the Business in compliance with federal, state and local law; or (v) material breach of any other agreement between the parties related to the operation of the Business.

In the event that this Contract is terminated for any reason, Contractor agrees that Retailer may act as Contractor's attorney for the limited purpose of completing, executing and delivering any applications, requests, transfer forms, or other documents necessary or desirable in order to effect the transfer of any and all permits and licenses necessary to conduct the Business.

In the event the Lease is terminated for any reason, this Contract shall automatically terminate immediately.

ARTICLE 3. SERVICE CONTRACT: The Contractor agrees to operate the Business according to the terms of this Contract.

Contractor's operation of the Business shall include the responsibility for all facets of the day to day operations of such business, including dispensing Retailer's fuel to the motoring public and collecting monies therefore on Retailer's behalf. All monies collected on Retailer's behalf shall be the sole and exclusive property of Retailer, and Contractor shall collect such monies in the limited capacity of collection agent.

(a) PRICE: Retailer shall, in its sole discretion, determine the price charged retail customers and therefore the retail price collected by Contractor on Retailer's behalf for all retail motor fuel sales made at the location.

(b) PAYMENT METHODS: Retailer shall, in its sole discretion, determine the means by which retail customers will be allowed to pay for fuel purchases, which means may include cash, credit cards, or ATM cards. Retailer will not allow customers to pay by personal check, and will cooperate with Contractor with regard to determining which payment means are practical at the location.

(c) SUPPLY QUANTITIES AND BRAND: Retailer shall, in its sole discretion, determine the amount and brand of motor fuel supplied to the location, and may limit such amounts in times of shortages or unusual market conditions. Contractor shall abide by Retailer's quantity and brand decisions, and shall refrain from any activity which would in any way jeopardize Retailer's right to supply, price, or brand the motor fuel sold at the location. The parties agree that Retailer does not license Contractor to use any trademark in connection with the sale of fuel, that this Agreement does not constitute a trademark license and that the Franchise Agreement creates a trademark license only for use in connection with the convenience store business described in it and not for use in connection with the sale of fuel or any petroleum products. Contractor is required to purchase at least 70% (seventy per cent) of its reasonable inventory required for the convenience ("c") store from designated approved c-store wholesale supplier (i.e. CoreMark, McClane and Eby Brown). For Regional Suppliers (i.e. Pepsi, Coke, etc), Contractor will be required to be on same contract that Retailer has set up. The percentage is based on dollar value of purchases. Contractor will continue to manage, maintain, and earn all rebates based on their purchased from the approved supplier.

(d) PETROLEUM REFINER POLICIES: Contractor recognizes that Retailer may be subject to various policies, rules and regulations promulgated by petroleum refiners, and agrees to comply with all such policies, rules, and regulations.

(e) COLLECTIONS OF MONIES:

1. Contractor will use electronically transfer (EFT) gas monies on a daily basis.

2. All rents and commissions will also be electronically transferred as either a credit or debit by

the 5th of each month, after dealer notification. Along with this Retailer reserves the right to change this method of payment or the banking institution which Retailer uses.

3. Any EFTs or payments that are returned by the Contractor's Bank due to an NSFs (non sufficient funds), stop payment, frozen account, or for any other reason whatsoever, Contractor will be charged an additional fee of $50 for the first incident and $100 for the second incident and every incident thereafter. This fee will be immediately due and payable.

(f) HOURS OF OPERATIONS: The Contractor shall operate and maintain the service station and/or convenience store 24 hour operation unless otherwise specified below:

	OPENING TIME	CLOSING TIME
Sunday - Thursday		
Friday - Saturday		

Retailer may expand or reduce these hours and days as required by market conditions.

(g) RECORD KEEPING: The Contractor agrees to keep all records and bookkeeping accounts and to perform all test and measurements designed by the Retailer. The Contractor shall be liable for any damage caused the Retailer by any errors in the records, bookkeeping accounts, measurements, or tests performed by the Contractor. The Contractor shall supply the records, bookkeeping accounts, test results and measurements to the Retailer, without notice or demand. Retailer further reserves the right to audit the meters at any given time and bring the location current on its gas payments, whether or not the station has closed out its internal bookkeeping day. The audit can be performed with or without notice. Contractor acknowledges that POS System has been provided by Retailer to Contractor, and shall remain the property of the Retailer at the termination of the Contract. Contractor covenants that it will use this POS System provided by the Retailer or its affiliate or designated supplier continuously through the term of the Contract and any renewals for all sales at the Premises. Contractor further acknowledges that Retailer has access to and can examine all data entered into the POS System, and Contractor unconditionally grants Retailer access to all data imputed through the POS System, including, fuel sales and instore-sales at the Premises. Contractor further covenants and agrees to comply with all local, state and federal tax laws.

(h) CONFIDENTIALITY: The Contractor agrees that he will not at any time during or after the term of this Contract divulge to any person, firm, corporation or government agency, unless required by law to do so, any information received by them with regard to the personal or financial affairs of the Retailer and all such information shall be kept confidential.

(i) RECEIVING DELIVERIES: Contractor shall be responsible for receiving all fuel deliveries at the location. This responsibility includes being physically present at the time deliveries are made and "sticking" the underground fuel storage tanks before and after fuel loads are placed in said tanks.

(j) CONTRACTS: The Contractor agrees that he shall not incur any expenses that may be or be intended to be a charge against the Retailer. The Contractor shall not enter into any agreement that supercedes this Commission Agreement or any other agreement that the Contractor has with Giant Oil, in conjunction with this location. Furthermore, the Contractor shall not enter into any agreements for equipment, materials, alterations, additions, or anything of the like, without prior written consent of the Retailer, which will not be unreasonably withheld. Additionally, the Contractor shall not at any time enter into a contract with any person, firm or corporation that shall purport to bind the Retailer and any such contract entered into by the Contractor shall not be binding on the Retailer.

(k) COMPLIANCE WITH LAWS: Contractor shall comply with all Federal, State, and Local Laws and ordinances relevant to the conduct of the Business at the location. Retailer will obtain any and all licenses necessary for the operation of a retail motor fuel service station. Contractor will obtain any and all licenses necessary for the operation of Contractor's independent business (i.e. service bays) at the location.

(l) INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the Retailer for any damages which the Retailer may sustain, in any manner, through the misconduct, negligence, contracts or actions of the Contractor.

(m) LIABILITY: The Contractor agrees to expressly assume all liability for any personal injury or other damages inflicted upon Contractor, its employees, agents or invitees, incurred while at the location of the Business caused by any third party, and agrees to hold harmless the Retailer for any such damages.

(n) EMPLOYEE(S): The Contractor may hire assistants to assist him in the performance of his duties hereunder. However, the Contractor shall have the sole and exclusive responsibility for employing, paying and supervising the assistants and for paying the wages of said personnel and maintaining all applicable federal, state, and local taxes, withholdings, assessments or records associated with said relationship.

(o) EQUIPMENT AND MAINTENANCE: The Contractor shall be responsible for the following equipment, maintenance, and repairs:

1. The Contractor must supply and be responsible for all fuel hoses and automatic nozzles, breakaways, and swivels and agrees to keep all dispensers outfitted with hoses and dispensing nozzles in good condition and repair at all times.

2. Contractor shall promptly reimburse Retailer for the cost of any mechanical or electronic card imprinter, cash register, credit card encryption equipment, pin pad and other equipment required by Retailer for the acceptance of credit/debit card payments and efficient operation of the premises (collectively "imprinter rent"). Current imprinter rent per month is <u>$450</u> plus applicable tax.

3. The Contractor must supply and immediately replace all light bulbs and ballast's inside and outside, excluding I.D. and gasoline price signs at the location, as required to keep location well lighted at all times.

4. If location is equipped with a car wash, the Contractor must maintain and be responsible for all chemicals, repairs, maintenance and replacement of any broken parts, and keep the car wash operations during business hours.

5. The Contractor must supply glass coverage insurance.

(p) STATUS: The Contractor agrees to perform these services as an independent contractor.

(q) Retailer reserves the right, in the event of any default of dispute by Contractor, to operate the motor fuel business at the location by itself, through its agents or employees.

(r) Contractor agrees not to set-off any monies owed Retailer as against any claims Contractor may have against Retailer.

(s) Notwithstanding the forgoing, the Maintenance and Repair Rider supersedes anything written herein with respect to maintenance and repairs.

ARTICLE 4. <u>SECURITY DEPOSIT</u>: A security deposit shall be held by the Retailer as security for the full and faithful performance by the Contractor of the terms, conditions and covenants of this Commission Agent's Contract with Retailer<u>)")</u>. **CONTRACTOR AGREES THAT THE SECURITY DEPOSIT IS NOT TO BE CONSTRUED AS THE LAST PAYMENT OF MONIES DUE UNDER THIS COMMISSION AGENT'S**

AGREEMENT NOR MAY IT BE USED AT CONTRACTOR'S DISCRETION TO CLEAR ANY PORTION OF ANY OTHER OBLIGATION PAYABLE BY CONTRACTOR TO RETAILER HEREUNDER OR UNDER ANY OTHER AGREEMENT BETWEEN THE PARTIES. The initial security deposit shall be ________________________ dollars and 00/100 cents (____________).The deposit shall be held in an a non-interest bearing account. The amount of the security deposit may be increased at any time by Retailer, in its sole discretion, to any amount not to exceed an amount equal to the sum of gross gasoline receipts for a Friday, Saturday and Sunday. Contractor shall pay any increased amount of security deposit to Retailer within three (3) days of Retailer's written demand.

The Retailer may, but is not required to appropriate and apply all or any portion of the security deposit to cure any default hereunder, including, but not limited to the following:

(a) To pay overdue amounts for gasoline receipts or other sums payable hereunder or under any other contract or agreement between the Parties.

(b) To effect repairs or maintenance which the Contractor has failed to make as required pursuant to the terms of this Commission Agent's Contract.

(c) To put the Premises in good and clean condition and repair, whether during the term of this Commission Agent's Contract or upon termination.

(d) To insure the full and faithful performance by the Contractor of the terms, conditions, and covenants of this Commission Agent's Contract.

If, during the term of this Agreement the Retailer applies any portion of the security deposit to cure any default, the Contractor shall immediately restore the security deposit to the then-current amount by paying said amount to the Retailer. Retailer shall return to Contractor at the expiration of the term of this Commission Agent's Contract, any refund due Contractor of Contractor's security deposit, in accordance with the following schedule: The security deposit owed will be returned within 120 days of Lease expiration if Tenant has fulfilled all Tenant's obligations to Landlord. Landlord may, at its option, refund Tenant's security balance more quickly if Landlord deems itself adequately protected as to Tenant's obligations to Landlord, including unpaid utility bills.

ARTICLE 5. COMPENSATION: For the performance of his duties under this Contract, the Retailer shall pay the Contractor a "cents per gallon" commission. The amount and rate of said commission shall be based upon marketing condition. This market condition determination shall be made solely by the Retailer and his decision for any services or expenses incurred, incidental to, or performed hereunder. Contractor's commission will be based on all gasoline sales indicated by the meters at the location, and will not be based on fuel deliveries. To effect payment of such commission to or its option allow Contractor to withhold his due commission from his remittance to Retailer or monies collected by Contractor on Retailer's behalf.

The initial commission schedule, which may be amended in accordance's with the terms of this Contract, shall be as follows:

PRODUCT	**SELF SERVE**
Unleaded	_ cents per gallon
Unleaded Plus	_ cents per gallon
Premium	_ cents per gallon
Diesel	_ cents per gallon

This Compensation includes all compensation that is earned. Compensation is granted to

Contractor in full compliance with all responsibilities and obligations under this and all other contracts between Retailer and Contractor, including without limitation the Lease Agreement. Among other requirements, Contractor is required to fully participate in all of the Retailer's c-store marketing programs, including but not limited to Beverage Programs, New Brand Programs, Image Programs, and other Promoted Product Marketing Programs. Further, if Contractor violates the requirement in Article 3 (c) concerning the 70% purchase requirement from approved suppliers it shall be in breach. In such event, Retailer may terminate this Agreement under Article 2, or may elect to allow Contractor the right to cure as follows: for the first violation, a deduction of up to 30% of commission; for the second violation a deduction of up to 60% of commission; and for the third violation a deduction of up to 90% of commission.

ARTICLE 6. <u>CHARGE BACKS and CREDIT CARD FEES</u>: Contractor is responsible for the cost of all credit card fees associated with the processing of credit cards assessed by the credit card company.

Some credit card transactions will result in a bookkeeping reversal and subsequent reversal to the Retailer's credit card account with various agencies, including Visa, MasterCard, Discover, American Express, Debit Card and Oil Companies, and the like, which are know as "charge backs." Most charge backs are caused by failure to comply with credit card policies and procedures, or by defects in the delivery of products or performance of services, all of which are within the Contractor's control. Because of his control over charge back liabilities, Contractor agrees to indemnify Retailer and be solely responsible for all charge backs with respect to Retailer's business and Contractor's independent business conducted at this location. The methods of indemnity shall be as follows:

Upon receiving a notice of a charge back, Contractor will immediately make a separate payment to the entity which has affected such charge back. If Contract neglects to make such payments, Retailer will deduct such charge back, plus a <u>$2.00 service fee</u>, from the amount of commission due the Contractor. If the commission due the Contractor is less than the charge back (or if the Contractor has received payment on a charge back which Retailer has previously paid), the Contractor shall immediately pay the Retailer the full amount of the charge back.

ARTICLE 7. <u>ASSIGNMENT</u>: The Contractor shall not mortgage, pledge, assign this Contract nor sublet all or any portion of the premises, nor may there be any change in the ownership of Contractor (by way of transfer or increase of stock, partnership or membership interests or otherwise) without the prior written consent of the Retailer which may be withheld in Retailer's sole discretion. Any assignment without Retailer's consent shall be ineffective. Any assignment to which Retailer may consent shall not operate as a release of Contractor from its obligations hereunder.

ARTICLE 8. <u>RISK OF LOSS</u>: Title and ownership of the motor fuel located and sold at the location shall remain in the Retailer until the motor fuel is dispensed to the Retailer's customers, at which time title to such fuel will pass to Retailer's customers. At no time will Contractor have any form or manner of title ownership with respect to the motor fuel or any other fuel product (including diesel and kerosene) sold at the location.

As the party physically present at the location, in possession and control of the motor fuel sold at the location, the Contractor hereby agrees to the risk of loss to the motor fuel commencing on the date and time the motor fuel is delivered to the premises. The Contractor shall be liable to the Retailer for any and all motor fuel unaccounted for or unpaid for, or both. Any damage caused by tank leakage or contamination of the motor fuel which could have been prevented by the exercise of due diligence by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold the Retailer harmless from any and all claims arising there from.

Immediately upon taking possession of any money belonging to the Retailer, or credited to the Retailer's account, the Contractor shall assume the risk of loss of the money until the funds are physically delivered to the Retailer.

ARTICLE 9. ATTORNEY'S FEES: If, by reason of any default by the Contractor, legal action is instituted by the Retailer, and the Retailer is the prevailing party, the Retailer shall be entitled to all costs and expenses of such actions, including a reasonable attorney's fee, whether in court, out of court, in administrative or judicial proceedings, bankruptcy proceedings or any appeals.

ARTICLE 10. DEFINITIONS:

(a) The word "RETAILER" includes the Retailer and his agents, where appropriate.

(b) The word "CONTRACTOR" includes the Contractor and his agents, where appropriate.

(c) The word "MONEY" includes, but is not limited to, currency, credit invoices and coins.

(d) The phrase "MANAGE AND OPERATE A RETAIL SERVICE STATION" means to dispense motor fuel to the customers of the Retailer, collect money from the customers representing the retail price of the motor fuel, and to provide the other incidental services normally associated with the dispensing of motor fuel and the collection of money thereof.

(e) The word "MOTOR FUEL" means gasoline, gasohol, and diesel fuel of a type distributed for use as a fuel in self-propelled vehicles including, but not limited to cars, boats, and planes.

ARTICLE 11. MISCELLANEOUS OBLIGATIONS OF CONTRACTOR: Contractor, and all of his agents and employees, shall wear appropriate uniforms and name tags at all times they are involved in the operations of the Retailer's business at the Location. Such uniforms are to be kept reasonably clean, and are to be provided and laundered at Contractor's expense and in accordance with Retailer's specifications, which specifications may include appropriate brand identification.

ARTICLE 12. MISCELLANEOUS TERMS:

(a) This Agreement may be executed in counterparts, each of which shall constitute an original instrument, but all of which together shall constitute one instrument. Signatures transmitted by facsimile or email shall have the same effect as original signatures.

(b) The undersigned agree that this Contract and the rights and obligations of all parties hereunder shall be governed by and construed under the internal substantive laws of the State of ________, without reference to the conflict of laws principles of such state. Contractor hereby irrevocably consents to the jurisdiction of the federal and state courts located in ______________County, __________State over all suits, actions or other proceedings arising out of or in relation to this Agreement. Contractor covenants that it shall not object to the venue of any such court over such suit, action or other proceeding on forum non conveniens or other grounds.

(c) The rights and remedies provided by this Contract are cumulative and the election of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

(d) As used herein, the masculine gender includes the female and neuter genders, and vice versa, where appropriate. The singular includes the plural and the plural includes the singular, where appropriate.

(e) Any captions set forth in this Contract are for the convenience of indexing only and shall not be considered as part of this Contract or in any way limit or amplify its term.

(f) The parties represent to each other that each has had independent legal advice by counsel of his own selection in entering into this Contract or has knowingly waived that right.

(g) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(h) All notices provided to be given under this Agreement shall be given in person, by certified mail or registered mail or by a nationally recognized courier service, addressed to the proper party at the store address and/or at the following address

(i) Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement, any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

Retailer: 1806 N Franklin St
Tampa, FL 33602

Contractor:

(i) To insure full performance by the Contractor, the Contractor agrees to, and hereby grants to the Retailer, a security interest in and to all of the Retailer's personal property located on the business premises. Further, the Contractor agrees to execute any and all documents necessary to effect the security interest and lien created thereby, including UCC-1 Financial Statements. Contractor shall pay all expenses associated with filing and recording such documents with the appropriate government authorities. Contractor will not remove from the premises, without prior written consent of Retailer, any property as to which Contractor has given Retailer a security interest.

(j) DOCUMENTS EXECUTED, SCANNED AND TRANSMITTED ELECTRONICALLY AND ELECTRONIC SIGNATURES SHALL BE DEEMED ORIGINAL SIGNATURES FOR PURPOSES OF THIS AGREEMENT AND ALL MATTERS RELATED THERETO, WITH SUCH SCANNED AND ELECTRONIC SIGNATURES HAVING THE SAME LEGAL EFFECT AS ORIGINAL SIGNATURES. THIS AGREEMENT, ANY OTHER DOCUMENT NECESSARY FOR THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT MAY BE ACCEPTED, EXECUTED OR AGREED TO THROUGH THE USE OF AN ELECTRONIC SIGNATURE IN ACCORDANCE WITH THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT ("E-SIGN ACT"), TITLE 15, UNITED STATES CODE, SECTIONS 7001 ET SEQ., THE UNIFORM ELECTRONIC TRANSACTION ACT ("UETA") AND ANY APPLICABLE STATE LAW. ANY DOCUMENT ACCEPTED, EXECUTED OR AGREED TO IN CONFORMITY WITH SUCH LAWS WILL BE BINDING ON EACH PARTY AS IF IT WERE PHYSICALLY EXECUTED.

EXECUTED THE DATE AND YEAR first above written.

SIGNED, SEALED AND DELIVERED
In the presence of:

CONTRACTOR:

Sign: ___________________________________ By: ___________________________________
Print Name: ______________________________ ______________________, Individually

Sign: ___________________________________ Date: ______________
Print Name: ______________________________

Sign: ______________________________
Print Name: ______________________________

By: ______________________________

Sign: ______________________________
Print Name: ______________________________

______________________________, Individually

Date: ______________

Sign: ______________________________
Print Name: ______________________________

By: ______________________________

Sign: ______________________________
Print Name: ______________________________

______________________________, Individually

Date: ______________________________

RETAILER:

Giant____________

Sign: ______________________________
Print Name: ______________________________

By:______________________________
Basem Ali, as ______________

Sign: ______________________________
Print Name: ______________________________

EXHIBIT G

TEMPLATE LEASE AGREEMENT

FOR FRANCHISEES THAT LEASE THEIR ON THE FLY® BUSINESSES

FROM OUR AFFILIATE

LEASE AGREEMENT

DATE: _______________

LANDLORD: [Giant] ______________________., a

TENANT(S):

ADDRESS:

COUNTY:

STORE:

THIS LEASE DOES NOT CREATE A "FRANCHISE RELATIONSHIP" AS THAT TERM IS DEFINED BY THE PETROLEUM MARKETING PRACTICES ACT, 15 USC §2801 et seq.

This Lease Agreement (this "**Lease**") is made and entered into effective the ____ day of ___________, 202[_], by and between [Giant] ________________., a [_________] corporation/limited liability company (hereinafter, the **"Landlord**"), and __________________________________, a [________] corporation/limited liability company(hereinafter, the "**Tenant**")

RECITALS

WHEREAS, the Tenant has entered into a franchise agreement with On the Fly Franchising, LLC, a Florida limited liability company (the "**Franchisor**"), dated __________________________(the "**Franchise Agreement**"), pursuant to which the Tenant, referred to as the Franchisee under the Franchise Agreement, has acquired the right to operate an "On the Fly" convenience store at the Premises (defined below);

AND WHEREAS, as a condition to the Franchisor's obligations under the Franchise Agreement, Tenant agreed to pay Landlord a location fee in the amount of $________ (the "**Location Fee**");

AND WHEREAS, the Tenant has entered into that certain Commission Agent's Contract dated _______________ (the "**Commission Agent's Contract**") with [Giant] ______________________________, a _________________ ("**Retailer**"), pursuant to which the Tenant, referred to therein as the Contractor, has agreed to operate a fuel sales business at the Premises on behalf of the Retailer;

AND WHEREAS, it is required that the Tenant be a commission agent in good standing of the Retailer pursuant to a Commission Agent's Contract in a form prescribed by the Retailer;

NOW THEREFORE, IN CONSIDERATION of the covenants and agreements herein contained, the Retailer and the Contractor mutually agree as follows:

In consideration of the sum of ten dollars ($10.00), the mutual covenants of the parties and other good and valuable consideration, the receipt of which is acknowledged, the parties hereby agree as follows:

1. <u>PREMISES; EQUIPMENT.</u> For good and valuable consideration and Tenant's agreements, covenants, and performance of its obligations hereunder, Landlord does hereby lease and let unto Tenant, and Tenant does hereby lease from Landlord, the real property and improvements located thereon **[**____**]** (collectively the "**Premises**") for the

Term (as defined herein) which Premises is located at*:* (the "**Property**"); the underground storage tanks, dispensers and/or pumps, and console (collectively "**Tank Systems**") and all fuel located therein, which shall remain under the control and ownership of Landlord. In addition to the Premises, Landlord does hereby lease and let unto Tenant that certain equipment identified in Exhibit A (the "**Leased Equipment**"**;** together with the Premises and the Tank Systems, the "**Leased Property**"**)** attached hereto and made a part hereof. Tenant acknowledges that Tenant has inspected the Leased Property and is familiar with the condition of the Leased Property, and Tenant takes the Leased Property **AS IS, WHERE IS AND WITH ALL FAULTS BOTH LATENT AND PATENT** and without any representations or warranties of Landlord, express or implied, as to the suitability of the Leased Property for Tenant's use and subject to all laws, regulations, and ordinances. Except as expressly provided herein*,* Landlord shall have no obligation to improve, renovate or alter the Leased Property. Tenant's taking possession of the Leased Property shall be conclusive evidence as against the Tenant that the Leased Property was in good order and satisfactory condition when the Tenant took possession. No promise of the Landlord to alter, remodel, repair or improve the Leased Property and no representation respecting the condition of the Leased Property has been made by Landlord to Tenant.

2. TERM OF LEASE.

A. Initial Term. The term of this Lease shall be for a period of [____] ([__]) years (the **"Initial Term**") commencing on ________________, 20__ (the "**Commencement Date**") and ending on _______________, 20__(the "**Expiration Date**"), unless terminated earlier pursuant to the terms hereof. The Initial Term together with any Renewal Term properly exercised under paragraph 2.B shall be referred to as the "**Term**").

B. Option to Renew.

The Tenant shall have the right to extend the Term of the Lease (each a "renewal option") for _______ (____) additional period(s) of _______ (_____) years (the "**Renewal Term(s**)") subject to the following conditions:

(i) Tenant is not, at the time of exercise of this renewal option, in default or violation of any of the terms of the Lease, the Franchise Agreement or the Commission Agent's Contract beyond any applicable notice and cure periods;

(ii) Tenant has not been, at any time during the twelve month period prior to the exercise of this renewal option, in default or violation of any of the terms of the Lease, the Franchise Agreement or the Commission Agent's Contract, regardless of whether or not such default has been cured;

(iii) Tenant does not violate any of the terms of the Lease, the Franchise Agreement or the Commission Agent's Contract after exercising the renewal option and prior to commencement of the applicable Renewal Term; and

(iv) Tenant shall have delivered certified, written notice of its intent to exercise the renewal option to Landlord prior to but not after the date which is ninety (90) days prior to the expiration of the Term then in effect, but no earlier than the date which is one hundred and twenty (120) days prior to the expiration of the Term then in effect, time being strictly of the essence in respect thereof.

Subject to the conditions herein expressed, delivery of Tenant's written notice of intent to exercise the option shall irrevocably commit the Tenant to a Renewal Term. Each Renewal Term shall be subject to all the terms, covenants and conditions of the Lease, except as modified by this provision (but no additional renewal option shall be reimposed). If Tenant does not exercise this option in the time and manner herein provided, time being strictly of the essence, any and all of Tenant's renewal option rights for a Renewal Term shall irrevocably be deemed waived. The rent for each year of Renewal Term, and the monthly installment thereof, shall be equal to the rent for each such year that Landlord is quoting prospective new tenants for comparable or similarly situated space, as of the date Tenant exercises its renewal option (together with all sales tax thereon) for a similar duration; provided, however, that (i) the annual rent during each Renewal Term shall not be less than the rent due during the final year of the during the period immediately preceding such Renewal Term, nor shall the rent for all succeeding years of a Renewal Term be less than the rent due during the immediately preceding year of such Renewal Term, nor shall (ii) the rent for each such year be less than Landlord's determination at the time of Tenant's exercise of the renewal option, in Landlord's reasonable estimation, of the rent which approximates the "fair market value" for comparable premises within the surrounding community of approximately equivalent square footage and business operational profile for each of the applicable years during the Renewal Term. Landlord will endeavor to provide Tenant with written notice of the amount of Base Rent that will be applicable for the subject Renewal Term within thirty (30) days following receipt of Tenant's notice of its election to exercise the subject option and, upon request of Landlord, Landlord and Tenant will enter into an amendment to this Lease to document the Base Rent for the applicable Renewal Term.

C. Early Termination. Without limiting the effect of any other right contained herein to terminate this Lease, this Lease shall terminate upon any of the following: (i) if Tenant's right to operate a retail motor fuel service station on the Premises (whether such right arises from a separate contract with Landlord or from a contract with any other entity), terminates or ceases for any reason; (ii) if the Commission Agent's Contract terminates for any reason; (iii) if the Franchise Agreement terminates for any reason; (iv) upon receiving one hundred twenty (120) day notice from Landlord to vacate the Premises if Landlord is opting to renovate or do a raze/rebuild the Premises; or (v) upon the sale of the Property. Tenant acknowledges that if the Lease is terminated pursuant to this paragraph 2.C. Tenant shall not be entitled to receive any compensation or consideration from Landlord.

3. RENT; LOCATION FEE.

A. Base Rent. The Tenant shall pay the Landlord as rent for the Premises, the base annual amount described in the following table (the "**Base Rent**"), plus all applicable sales tax due thereon, payable without notice, set-off, demand or deduction, in equal monthly installments as described in the table, each in advance on the first (1^{st}) day of each month commencing on _________ 1, 20__, and continuing thereafter throughout the balance of the Term and any renewals or extensions thereof at the address provided in paragraph 33, or at Landlord's election, all sums due hereunder shall be paid by electronic funds transfer (EFT) from Tenant's account to Landlord.

Year	**Annual base rent**	**Monthly installment**
Commencing __________, 20__		
Commencing __________, 20__		
Commencing __________, 20__		

B. Taxes and Insurance. In addition to the Base Rent, Tenant shall pay to Landlord on a monthly basis as additional rent, $1/12^{th}$ of the estimated insurance premium and real estate and personal property taxes and assessments (all as reasonably estimated by Landlord) relating to the Property ("**T&I**") as more particularly described below. The initial T&I payment will be ____________________________ ($___________). The T&I amount shall be adjusted (whether increase or decrease) upon receipt of final statements therefore and any adjustment due to Tenant or Landlord (as the case may be) shall be made in the next accruing payments of T&I due hereunder, or within thirty (30) days of written demand thereafter (whichever comes first). This provision shall survive termination of this Lease.

C. Location Fee. Tenant shall pay to Landlord the Location Fee no later than the Commencement Date. Landlord's obligations hereunder are expressly conditioned upon Landlord's receipt of the Location Fee. The Location Fee is non-refundable and separate consideration from any other payment or deposit required under this Lease, and Landlord shall retain the Location Fee upon any termination or expiration of this Lease, notwithstanding any other provision of this Lease to the contrary.

D. Additional Rent. Other than the Base Rent and T&I, all other payments due to Landlord under this Lease shall be and are hereby classified as "additional rent". All such payments expressly required, whether in estimates, installments or otherwise, shall be payable without setoff or deduction at the times described in this Lease. In any such event, Tenant shall pay such amounts within ten (10) days after its receipt of Landlord's statement therefor. All sums due hereunder (including, without limitation, all Base Rent, T&I, additional rent, and the Location Fee Payment shall be paid by electronic funds transfer (EFT) from Tenant's account to Landlord (to an account designated by Landlord, which may be updated from time to time), or as otherwise required by Landlord from time to time. Tenant acknowledges that its obligation to pay such sums shall survive the expiration or termination of this Lease. All references to "rent" hereunder shall include Base Rent, T&I, and all additional rent.

E. Penalty for Dishonored Checks / Late Payments. If the Tenant fails to pay to Landlord when due any rent or other sum hereunder, Tenant shall pay a "late fee" of Fifty and no/100 dollars ($50.00) after the third (3rd) day such payment is late. Any payment not timely paid shall bear interest at the maximum contract rate allowed by law from the day it is due until actually paid. In addition, all other obligations, benefits, and monies which may become due to the Landlord from the Tenant under the terms hereof, or which are paid by the Landlord because of the Tenant's failure to timely do so, shall bear interest at the maximum contract rate permitted under the law of the state in which the Property is located from the due date until paid, (or, in the case of sums paid by the Landlord on Tenant's account, from the date such payments are made by Landlord until the date the Landlord is reimbursed by the Tenant). After the fifth (5th) day any sum due hereunder is late, Tenant will be put on credit hold until all funds are collected. In addition to the foregoing, in the event that any checks, drafts, or other transfer of funds from Tenant to Landlord, in fulfillment of any obligations created by this Lease, are returned or refused as "insufficient funds" or are otherwise uncollectible by Landlord, Tenant shall pay to Landlord Fifty and no/100 dollars ($50.00) or five (5%) percent of the uncollected amount, whichever is greater, as administrative fee in connection therewith.

4. SECURITY DEPOSIT. A security deposit shall be held by the Landlord as security for the full and faithful performance by the Tenant of the terms, conditions and covenants of this Lease. **TENANT AGREES THAT THE SECURITY DEPOSIT IS NOT TO BE CONSTRUED AS THE LAST PAYMENT OF RENT UNDER THIS LEASE NOR MAY IT BE USED AT TENANT'S DISCRETION TO CLEAR ANY PORTION OF ANY OTHER OBLIGATION PAYABLE BY TENANT TO LANDLORD HEREUNDER OR UNDER ANY OTHER AGREEMENTS BETWEEN THE PARTIES.** The initial security deposit shall be ________________________________ and 00/100 Dollars ($____________) (the "**Security Deposit**"). The Security Deposit may be held in a non-interest bearing account and may be comingled with other funds held in that account, including Landlord's operating funds. The amount of the Security Deposit may be increased at any time by Landlord, in its sole discretion, to any amount not to exceed an amount equal to the sum of two (2) month's rent plus gross gasoline receipts for a Friday, Saturday and Sunday combined. Tenant shall pay any increased amount of Security Deposit to Landlord within three (3) days of Landlord's written demand.

Without limiting the generality of the foregoing, the Landlord may, but is not required to appropriate and apply all or any portion of the security deposit to cure any default hereunder, including, but not limited to the following:

(A) To pay overdue rent or other sums payable hereunder or under any other contract or agreement between the parties;

(B) To effect repairs, replacements, or maintenance which the Tenant has failed to make as required pursuant to the terms of this Lease;

(C) To put the Premises in good and clean condition and repair, whether during the term of this Lease or upon Lease termination; or

(D) To insure the full and faithful performance by the Tenant of the terms, conditions, and covenants of this Lease.

If, during the term of this Lease the Landlord applies any portion of the security deposit to cure any default, the Tenant shall immediately restore the security deposit to the then-current amount by paying said amount to the Landlord. If Tenant has fulfilled all of Tenant's obligations to Landlord, Landlord shall return to Tenant, any refund due Tenant of Tenant's security deposit within 120 days of Lease expiration. Landlord may, at its option, refund Tenant's security balance more quickly if Landlord deems itself adequately protected as to Tenant's obligations to Landlord, including unpaid utility bills.

5. REAL ESTATE AND TANGIBLE PROPERTY TAXES. Tenant shall pay all taxes and assessments, foreseen, unforeseen, special or otherwise, levied against Tenant's personal property, inventory and business on the Premises during the term of this Lease. The Tenant agrees to pay the Landlord the full amount of all real estate and personal property Taxes and any or taxes or assessments, foreseen, unforeseen, special or otherwise levied against the Property or the Landlord's personal property on the Premises (including without limitation, the Leased Equipment) pursuant to the terms of paragraph 3.B; all due upon delivery of invoice from the Landlord.

6. UTILITIES. Tenant shall timely pay all deposits and charges for all utilities and services furnished to or consumed upon the Premises, including, without limitation, security, telephone, cable, internet (DSL), electricity (whether determined by separate meter or otherwise), and for all water (including water supply well(s), if any), garbage disposal and pick-up services furnished to the Premises. Under no circumstances shall Landlord be liable for any interruption in utilities.

7. USE OF PREMISES.

A. Tenant shall use and occupy the Premises solely for operation of a convenience store operated under the "On the Fly" brand pursuant to the Franchise Agreement or a renewal or extension thereof limited to the sale of motor fuel, tires, batteries, automotive accessories, automobile repairs, and retail convenience store items as are a part of the "On the Fly" franchise system or otherwise approved by the Franchisor, and if a service station or car wash exist on the Premises as of the effective date of this Lease, for the operation of same as currently existing as of the effective date, and for no other purpose whatsoever without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Without limiting the generality of the foregoing, Tenant shall not operate a truck or automobile rental business on the Premises, nor shall Tenant store any waste cooking oil or any hazardous or toxic substance, material or waste, pollutant or contaminant on the Premises, in each case, except to the extent expressly permitted under the Commission Agent's Contract or required by the Retailer thereunder. Tenant shall not allow the Premises to be used as a meeting or gathering place for individuals whose activities may disturb the peace or create an unwholesome atmosphere detrimental to the operation on the Premises or to any adjoining property or the neighborhood. Tenant shall not store or permit to be stored or kept on the Premises any wrecked, unregistered, or abandoned vehicles. Tenant shall not commence operations at the Premises, until all required permits, licenses or approvals required have been obtained or issued in accordance with the requirements of applicable law. Tenant shall make no unlawful, improper or offensive use of the Premises, and Tenant expressly agrees to abide by and conform to all present and future applicable zoning regulations, environmental laws and regulations, all building codes and all other ordinances, laws, rules and regulations, foreseen and unforeseen, imposed by any governmental, regulatory and/or insurance authorities having jurisdiction over the Premises or the use thereof, including but not limited to all governmental laws and regulations applicable to Tenant's operation of the Tank Systems. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate any existing policies of hazard or liability insurance or which will prevent Tenant or Landlord from procuring such policies from companies acceptable to Landlord as set forth herein. If anything done, omitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises or on other property of Landlord or of others to be increased beyond the minimum rate from time to time applicable to the Premises or to any such property for the use or uses made thereof, Tenant will pay, as additional rental, the amount of any such increases within ten (10) days after Landlord's demand therefor.

B. Tenant agrees that the stormwater system, plumbing facilities and sewer lines and/or septic system, (if any) serving the Premises shall not be used for any other purpose than that for which they are constructed, and no foreign substances of any kind shall be thrown or permitted therein, and the expense of any breakage, improper drainage, obstruction, stoppage, contamination, pollution, or damage to any portions of the Premises, including without limitation the stormwater system, plumbing facilities, sewer lines or system and sewer lines or other property resulting from a violation of this provision shall be borne by Tenant in addition to the maintenance and repair obligations stated in paragraph 8 of this Lease. Tenant agrees that no pollutants, contaminants, hazardous or toxic, substances, materials or wastes (as those terms are defined under applicable federal laws and state laws of the state in which in the Property is located) or foreign substances of any kind shall be spilled, released, discharged, disposed of, thrown or permitted on or about the Premises and the expense caused by any pollution, or damage to any portions of the Premises or Property resulting from a violation of this provision shall be borne by Tenant in addition to the maintenance and repair obligations stated in paragraph 8 of this Lease.

C. Rules and Regulations. Landlord shall have the right from time to time during the term of this Lease to prescribe such reasonable rules (and to modify, alter or rescind such rules) governing the conduct of activities on the Premises and with respect to the Leased Equipment as Landlord in its sole discretion shall deem necessary in order to insure and preserve the safety, welfare and reputation of the Landlord and the property. Tenant covenants and agrees to comply with all such rules and regulations. Such rules may include, without limitation, regulation by Landlord of sanitation, maintenance of Leased Equipment, handling of trash and manufacturing debris, safety and security against fire, vandalism, personal injury and other hazards, unsightly or unsanitary accumulation of trash or similar misuse of the Premises.

8. MAINTENANCE, REPAIRS AND CARE OF PREMISES. Tenant, at its sole cost and expense, shall (A) keep and maintain all portions of the Premises (including all fixtures, equipment and improvements thereon) and the Leased Equipment in clean, attractive, orderly and good condition, and repair, (B) comply with all provisions of law relating to the maintenance and use of the Premises, (C) keep the Premises clean and free from vermin, rubbish and dirt at all times, and shall store all trash and garbage within the Premises or at Landlord's designated place therefor, (D) not perform any acts or carry on any practices within the Premises and common areas which may injure the buildings or property or constitute a nuisance or menace to other property owners in the area, and (E) maintain and repair all of the items at the Premises identified as "Tenant Pays" on Exhibit B, attached hereto and made a part hereof (collectively, the "**Tenant M&R Items**"); provided that, Landlord may, at its option, from time to time identify certain of the Tenant M&R Items that Landlord will maintain and repair at the sole cost and expense of Tenant. Except for matters expressly reserved to Landlord herein, Tenant shall be responsible for all maintenance and repair of the Premises, including any items not specifically referred to herein. Landlord shall undertake all maintenance and repair of the items at the Premises identified as "Landlord Pays" on Exhibit B, attached hereto and made a part hereof. Without limiting the generality of the foregoing, Tenant's repair and maintenance obligation shall include the following:

(i) All driveways, parking and motor fuel islands, dispensers and pumps, nozzles, breakaways, swivels, and other equipment shall be maintained in a clean and orderly condition. All driveways, parking and motor fuel islands will be pressure washed at least once every 60 days. If such cleaning is not performed, Landlord will bill Tenant for the amount reasonably necessary to put the

Premises in clean condition. No vehicles or equipment shall be placed or stored on the Premises which are not directly associated with the service station operations.

(ii) The interior and exterior of all improvements on the Premises shall periodically receive touch up repainting so as to maintain a newly painted appearance.

(iii) All motor fuel dispensing islands, and all curbing around such islands and around the service station building, are to be kept in a newly painted condition at all times. Landlord will supply paint in reasonable quantities for this purpose. Tenant shall be solely responsible for performing the required painting.

(iv) Motor vehicle service bays (if any) shall be maintained in a clean and orderly condition, and at the close of each business day, all trash shall be removed therefrom, all spilled lubricants shall be cleaned up and all tools and equipment shall be returned to their respective storage areas.

(iv) All lawns and landscaping shall be watered, trimmed, and fertilized in accordance with normal, good landscaping husbandry practices so as to maintain the proper health and appearance thereof. In the event Landlord elects to provide this service, Landlord will provide Tenant with written notice of Landlord's election to do so, and the Tenant shall pay as additional rent the monthly charge for such service.

(v) All store equipment maintenance, and repair, including without limitation to the cooler, heating and air conditioning, lighting, plumbing and electrical systems, lightning damage and replacement of any equipment that becomes irreparable.

(vi) Maintenance of the restrooms in a clean and orderly condition, to include paper towels, tissue, air freshener, soap and plumbing fixtures. The Tenant shall reimburse Landlord monthly for 50% of the actual cost of weekly restroom supplies and sanitizing service selected by Landlord.

(vii) If location has a car wash, Tenant shall promptly reimburse Landlord for (i) the cost of all car wash unit repairs and maintenance, including wash and soap and any other chemicals necessary for proper operation, and (ii) any payments owing to third parties if car wash is either leased or purchased by Landlord.

(viii) The Premises must be kept well lit at all times. Without limiting the generality of the forgoing, Tenant shall immediately replace any non-functional light bulbs or ballasts inside and outside the Premises, excluding only main identification sign (M.I.D) and gasoline price signs at the location. Tenant shall promptly notify Landlord if any M.I.D. or gasoline price sign lights are non-functional.

(ix) Tenant shall promptly service or replace the polling equipment on site, if damaged, stolen, lost, or disconnected.

(x) Tenant shall provide Landlord with immediate written notice of any damaged or non-functional Tank System component. Landlord shall repair and maintain the Tank Systems when such repairs are necessary in Landlord's judgment; provided, however Tenant shall promptly reimburse Landlord for all costs to repair or replace dispenser hoses and nozzles.

9. <u>ALTERATIONS AND IMPROVEMENTS</u>.

A. <u>Alterations/Improvements</u>. Tenant shall not make any alterations or improvements to the Premises of any kind, without first having obtained Landlord's prior written consent thereto and to the design, materials, size and location thereof, and without first submitting the plans and specifications therefore and copies of the proposed contracts and permits to Landlord for its approval. Landlord's consent, at Landlord's sole option, may be conditioned upon the posting of a payment and performance bond in form and substance satisfactory to Landlord that names Landlord as an obligee thereunder and upon the requirement that Tenant shall utilize the services of a competent architect for designing and effecting any such work. Landlord further reserves the right to approve any and all contractors and architects performing any work upon the Premises.

All alterations, additions, improvements and such fixtures other than trade fixtures which as a matter of law have become a part of the realty which may be made or installed by either of the parties hereto upon the Premises shall, upon the expiration or termination of this Lease, become the property of Landlord without any payment by Landlord therefor, provided that Landlord may at its option require Tenant to remove from the Premises at Tenant's expense all or any portion or item heretofore specified at the expiration of this Lease. Tenant agrees to remove all signs and personal insignia that may be displayed in or about the Premises at the termination of this Lease. Tenant agrees to pay Landlord for the repair of any damage caused to the Premises by Tenant's removal of such items.

B. If during the Term of the Lease, Landlord elects in Landlord's sole discretion to remodel or raze/rebuild the Premises or if Landlord incurs environmental assessment or remediation expenses on or about the Premises, Landlord may collect from Tenant as additional rent on a yearly basis until paid in full, 10% of the cost of such remodeling or cleanup, paid in equal monthly installments together with the rent otherwise due hereunder. Such costs may be added to the rent upon written notice by Landlord at any time after such the costs have been incurred by Landlord. If during the such activities, the Tenant is unable to conduct business at the Premises, Landlord will abate the rent for the period Tenant is unable to conduct business at the Premises. If during such activities Tenant is only able to conduct a portion of Tenant's business, the rent will be equitably adjusted by Landlord in Landlord's reasonable discretion

C. Signage. No signs or advertisements shall be permitted on the Premises at any time without the prior written consent of Landlord, which consent may not be unreasonably withheld.

10. TENANT OPERATIONS

A. Tenant's Employees. The Tenant shall be responsible for employing, paying and supervising the employees who will conduct the operations on the Premises and shall be responsible for paying the wages of said personnel and maintaining all applicable federal, state and local taxes, withholdings or assessments associated with these employment relationships, as well as all sales taxes applicable to the retail sales made by the Tenant from the Premises.

B. Compliance with Law. Tenant represents and warrants that Tenant and all facilities it controls, owns or operates or will control, own or operate in the future on the Premises, possess or shall possess all required federal, state and local licenses, certificates or permits relating to, and Tenant and its facilities, businesses, assets, property, leaseholds and equipment are and shall remain in strict compliance in all respects with all applicable federal, state and local laws, rules and regulations relating to all environmental, health or safety matters, including, without limitation, manufacturing, air emissions, water discharge, noise emissions, solid or liquid waste disposal, hazardous waste, substance or materials, and storage of petroleum hydrocarbon products.

C Security. Tenant, at its sole cost and expense, shall be responsible for the security of the Premises and responsible for implementing any and all improvements to the Premises and/or property placed in or upon the Premises, and acquiring any attendant necessary permits and training required in order to comply with federal, state and local statutes related to proper robbery deterrence and safety training of all retail employees and any persons placed in or upon the Premises. In this regard, Tenant agrees to control access to the Premises by whatever means are necessary to insure the safe operation and use of the Premises, including without limitation, the installation of a bullet-proof glass enclosure for Tenant's employees, securing all entrances to the Premises, including but not limited to, doors, windows, maintaining security alarm battery backups in working order, installing and/or maintaining security cameras, making any other improvements necessary to comply with any and all applicable laws and regulations, such as, but not limited to, the Convenience Business Security Act or similar act, if applicable under state law where the Premises is located.

11. CONTRACTS FOR OTHER SERVICES AT THE PREMISES.

A. Without limiting the generality of the limitations of paragraphs 7 and 21 of this Lease, Tenant acknowledges and agrees that Tenant shall not enter into any contract or agreement with any vendor for any revenue generating equipment, use or services on or about the Premises (collectively "third party service"), and Tenant expressly agrees that Landlord shall have the sole right to supply or cause to be supplied or placed such third party services on the Premises, provided the franchisor under the Franchise Agreement consents in writing to the new service(s), and provided the Landlord pays Tenant a commission for such third party service commensurate with the effort required on Tenant's behalf to operate such third party service for the Landlord's account. Tenant will be responsible for any taxes payable on sums collected in connection with such services, including but not limited to, state sales tax. Landlord will provide Tenant a monthly sales report stating the amount of sales tax due, which shall be paid by Tenant within five (5) days of notice.

B. Other. The Tenant agrees that Tenant shall not incur any expenses that may be or be intended to be a charge against the Landlord, the Leased Property, or the Property. Tenant shall not enter into any agreements for the provision of equipment, materials, alterations, additions, or anything of the like on or about the Premises, without prior written consent of the Landlord, which will not be unreasonably withheld. Tenant shall not enter into any contract or agreement of any kind or nature that shall purport to bind the Landlord and any such contract entered into by the Tenant shall not be binding on the Landlord.

12. INSURANCE.

A. Tenant's Insurance. During the term of this Lease, Tenant shall purchase and maintain at all times, at Tenant's sole cost and expense any and all insurance required under applicable law together with insurance, as outlined in this paragraph. Such insurance must be satisfactory in form and substance to Landlord and must be of at least the following minimum kinds and limits:

(i) Property damage limits of a minimum of $25,000 for each occurrence and a minimum of $45,000 garagekeepers coverage, including without limitation property damage coverage for damage to the dispensers, MID, canopy and building.

(ii) Commercial general liability insurance in an amount not less than $1,000,000 per occurrence covering Tenant's liability for business, operations, use and occupancy of the Facility.

(iii) Automobile liability insurance in an amount not less than $1,000,000 combined single limit for any auto used in the Tenant's operations;

(iv) Workers' compensation insurance as required by law.

(v) Employer's liability insurance with limits and not less than $500,000 for each accident, disease - policy limit, and disease - each employee.

(vi) If alcoholic beverages are sold at the Premises, liquor liability insurance in an amount not less than $1,000,000 per occurrence.

(vii) Assault and Battery and Theft must be included on the policy as a covered occurrence (should not be listed as an exclusion).

(viii) Additional insurance coverage as follows: Plate glass insurance coverage.

(ix) Any other insurance coverage reasonably required by Landlord and customarily required for premises comparable to the Premises.

Notwithstanding the foregoing, Tenant is unequivocally responsible for property damage claims up to $45,000. The Tenant's coverage must be primary to the Landlord's coverage. Landlord's coverage is in excess of Tenant's coverage.

Insurance policies required hereunder shall be written by a good and solvent insurance companies authorized to do business in the state in which the Property is located having a Best's rating of A or better and satisfactory to Landlord. Such policies shall specifically provide that the insurance afforded by such policy for the benefit of Landlord, Landlord's mortgagees, shall be primary and any insurance carried by Landlord, Landlord's mortgagees shall be excess and non-contributing. All such insurance policies (except for those satisfying the requirements of subsections (v) and (vi)) shall name Landlord, and any parent, subsidiaries, affiliated companies, and lenders as additional insureds. Each insurer under the policies required hereunder shall agree that it will give Landlord at least thirty (30) days' prior written notice before the policy or policies in question shall be altered or canceled. Upon request, Tenant shall provide Landlord with a copy of each policy. On each anniversary of the Commencement Date, or otherwise upon the request of Landlord, Tenant shall provide Landlord with an insurance certificate evidencing the coverages required hereunder.

Tenant shall increase the limits of liability insurance required hereunder from time to time during the term of this Lease to such coverage and to such amounts as may reasonably be required by Landlord to attempt to protect fully Landlord and its mortgagees) from any claims arising as a result of injury on the Premises or caused by Tenant. In addition, Tenant shall obtain such other insurance policies or coverage as Landlord reasonably deems necessary or appropriate, including without limitation, environmental impairment liability insurance, or other insurance necessary to satisfy governmental requirements for financial responsibility. Should Tenant fail to purchase the insurance called for herein and to deliver said policies, certificates, or duplicates thereof, to Landlord, Landlord shall have the right at its option, in addition to all other rights or remedies available to Landlord hereunder, to procure said insurance and pay the requisite premiums therefor, in which event, Tenant shall pay all sums to expended by Landlord to Landlord as additional rent upon demand, together with interest at the maximum contract rate.

Tenant may not materially change, amend or cancel any of the insurance policies that Tenant is required to obtain under this Lease, without first providing Landlord with thirty (30) days written notice of the intent to do so, and obtaining Landlord's prior written consent to such change, amendment or cancellation, which may be withheld in Landlord's sole discretion.

The Landlord and the Tenant hereby waive any rights each may have against the other, on account of any loss or damage occasioned to the Landlord or the Tenant, as the case may be, their respective property in the Premises, its contents, to the contents of the Premises or to any other portion of the improvements or Property, arising from any risk generally covered by fire and extended coverage insurance, provided that such waiver does not invalidate such policies or prohibit recovery thereunder. The parties hereto each, on behalf of their respective insurance companies insuring the Premises or property of either Landlord or Tenant against any such loss, waive any right of subrogation that such insurer or insurers may have against the Landlord or the Tenant, as the case may be, provided such waiver is obtainable from the insurer without additional costs. If there is additional cost for such waiver, the Tenant shall pay such additional cost as additional rent hereunder.

B. Landlord's Insurance. At Landlord's sole discretion, Landlord may obtain additional insurance coverage(s) with respect to the Property, Premises and improvements thereon (including, but not limited to, flood, fire, and extended coverage with so-called "all risk" endorsements, rent loss, umbrella coverage, pollution liability), the cost of which shall be paid by Tenant as additional rent pursuant to paragraph 3, above.

13 INDEMNIFICATION. Tenant hereby agrees to indemnify, defend, and hold harmless the Landlord, and its parent, subsidiaries, affiliated companies, and lenders, and their respective officers, directors, members, employees and agents from and against all claims, damages, demands, suits, actions, losses, liability, penalties or fines, injury or expense, including without limitation reasonable attorneys fees and costs (collectively "loss") arising out of or in connection with Tenant's violation of any of the terms contained herein, use, conduct or management of, or occupancy of the Premises or any improvement or equipment thereon, from the condition of the Premises, or arising from any act, omission, or negligence of Tenant, its agents, Tenants' invitees, guests or employees, or arising from any damage, accident, injury, contamination, pollution or damage whatsoever, however caused, to any person, to the Property itself or to the property of any person, on, in, or about the Premises, or on adjoining property, that may be incurred by reason of any accident, or from any damage, neglect, or misadventure arising on the Premises; unless such loss is caused solely by the gross negligence of Landlord. Tenant hereby explicitly assumes the risk for any and all personal injuries and other damages inflicted on Tenant, its employees or agents incurred while on or around the Premises. This obligation shall be in addition to the insurance obligations of Tenant set forth above.

14. ACCEPTANCE OF PREMISES AND ASSUMPTION OF RISK. Landlord expressly makes no representation or warranties as to the fitness of the Leased Property for any particular purpose and Tenant expressly accepts the Leased Property in its condition at the commencement of the term hereof "AS IS". Further, Landlord shall not be liable to Tenant or its invitees, licensees, agents, guests or employees for any injury or damages to its, his or their persons or property by any cause whatsoever, including but not limited to, water, rain, sleet, fire, storms, negligence and accidents, surface or subsurface conditions or any other defect in, or about the Premises. Tenant expressly assumes all liability for or on account of any such injury, loss or damage, and will, at all times, indemnify and save the Landlord harmless from and against all liability, damage or expense as set forth in paragraph 13, above.

Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Leased Property or the suitability of the Leased Property for Tenant's intended use, including earning capacity and Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Leased Property and is not relying on any representations of Landlord or any other party with respect thereto. Furthermore, Tenant takes this Lease and the Leased Property subject to all recorded easements and restrictions affecting the occupation and use thereof, and subject to all statutes, ordinances and regulations of competent governmental authority affecting the occupancy and use thereof, the construction and maintenance of improvements thereon, and the businesses and occupations to be engaged in by Tenant, in force now and subsequently during the term of this Lease.

15. WASTE / NUISANCE / ENVIRONMENTAL MATTERS. The Tenant shall not commit, or suffer to be committed, any waste on the Premises, nor shall Tenant maintain, commit, or permit the maintenance or commission of any nuisance on or about the Premises. Tenant shall promptly notify Landlord of any inspections, notices, orders, complaints, proceedings, or correspondence sent or issued by any regulatory or quasi-governmental agency in connection with, or arising as a result of any Environmental Condition (defined below) on the Property, as hereinafter defined. In addition, Tenant shall provide Landlord with copies of any applications for permits, approvals or licenses required in connection with Tenant's operations, and all reports, plans, data, analyses, proposals submitted to any regulatory agency.

Tenant hereby agrees to indemnify, defend and hold harmless Landlord and its directors, officers, shareholders and employees, from and against all losses, liabilities, damages, interest, deficiencies, fines, penalties, costs and expenses, reasonable attorneys' fees and disbursements, costs of investigation and cleanup including, without limitation, claims, suits and proceedings by federal, state, county and local governmental authorities (collectively, the "**Losses**"), based upon, arising out of or otherwise in respect of

(i) any environmental pollution, including, without limitation, any contaminant, irritant or pollutant, hazardous or toxic substances, materials or wastes, as a result of or arising out of Tenant's use or operation of the Premises under this Lease **("Environmental Conditions**"), or (ii) noncompliance relating to the Tenant's business on or about the Premises with any federal, state, county or local environmental statutes, regulations, ordinances, administrative or judicial judgments or orders. Tenant shall not be responsible for any pre-existing contamination that may exist on the Property (if any). This paragraph 15 expressly survives the termination of this Lease and the expiration of the Term.

16 EMINENT DOMAIN. If the whole (or any portion of the Premises such that in Landlord's judgment the continued operation is no longer desirable or economical) shall be taken by any public authority under the power of eminent domain or otherwise transferred in lieu thereof, then the term of this Lease shall terminate on the day possession is required by the condemning authority. The parties agree that Tenant shall not be entitled to any damage by reason of the taking of its leasehold interest or any part thereof and Tenant hereby unconditionally assigns to the owner of the Property any award which may be made in such taking or condemnation; provided, however, Tenant shall be entitled to prove and collect for damages to Tenant's fixtures and any leasehold improvements made by Tenant, if any, to the extent that such improvements shall not have been improvements that are replacements or substitutions of improvements existing on the Property as of the Commencement Date and further provided such award does not reduce Landlord's compensation or award.

17. DAMAGE OR DESTRUCTION OF PREMISES. If the Premises shall be partially or wholly damaged by fire or other casualty, then Landlord shall have the right and option to terminate this Lease within thirty (30) days of the date of such casualty by giving written notice to the Tenant, and any rent paid pursuant to paragraph 3 hereof or other payments which may be due Landlord under this Lease shall be prorated as of the effective date of such termination and any advance payments on account of such rents received by Landlord from Tenant shall be proportionately refunded to Tenant. If Landlord elects not to terminate this Lease, then Landlord will repair, restore, or rehabilitate the Premises or the Property, as applicable, at Landlord's expense after the casualty or event; and if Landlord elects so to repair, restore, or rehabilitate the Premises or the Property, this Lease shall not terminate, but Base Rent shall be abated on a per-diem basis to the extent and for the period that the Premises are unfit for occupancy. Landlord shall use all reasonable efforts to notify Tenant within thirty (30) days of the casualty or event of the reasonable time required to restore the Premises or Property, as applicable **("Landlord's Notice of Time to Restore").** If Landlord's Notice of Time to Restore advises Tenant that the reasonable period to restore the Premises or Property will exceed one hundred eighty (180) days from the date of the casualty or event (and Landlord does not terminate the Lease), Tenant shall have thirty (30) days after receipt of such notice to terminate this Lease. In the event the reasonable period to restore the Premises or Property exceeds one hundred eighty (180) days and neither Landlord nor Tenant terminates the Lease, Landlord shall proceed and diligently complete the work within a reasonable period. Landlord shall diligently pursue completion of the work required of Landlord but if Landlord's Notice of Time to Restore specified a period to restore of less than one hundred eighty (180) days and Landlord has not completed the work required within said one hundred eighty (180) day period (as extended by force majeure and delays caused by Tenant), Tenant may notify Landlord that it is terminating this Lease as of the date which is thirty (30) days after Landlord's receipt of Tenant's notice of termination and, unless Landlord substantially completes its work by the expiration of said thirty (30) day period, this Lease shall terminate on the thirtieth (30th) day after Landlord's receipt of Tenant's notice of termination. Landlord shall have no liability to Tenant for failure to restore, repair, or rehabilitate the Premises. In the event of termination of this Lease pursuant to this paragraph, the Base Rent shall be apportioned on a per-diem basis to and including the effective date of such termination. Except as provided in this paragraph, neither party hereto shall have the right to terminate this Lease by reason of damage to, or destruction of, the Premises or the Property.

18. SURRENDER OF PREMISES/EFFECT OF LEASE TERMINATION. Upon termination of this Lease, the Tenant shall deliver up the Premises and Leased Equipment to the Landlord in the same condition that they were in upon the commencement of operations under this Lease or may have been put

by Landlord or Tenant during the continuance thereof, ordinary wear and tear excepted. Tenant hereby acknowledges that the Leased Property is in good condition and repair at the outset of this Lease with the exception of those items as to which Tenant has notified Landlord within 48 hours of the execution of this Lease. Any personal property of Tenant not removed prior to the expiration of the Term hereof shall be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord, as Landlord shall desire, and any of the costs therefor charged to Tenant. Tenant shall at its expense remove all property of Tenant and all alterations, additions, signs and improvements as to which Landlord shall have made the election hereinbefore provided in paragraph 9, and Tenant shall pay for the repair of all damage to the Premises caused by such removal. Any property not so removed at the expiration of the term hereof and as to which Landlord shall have not made said election, shall be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord, as Landlord shall desire, and any of the costs therefor charged to Tenant. Notwithstanding anything in this Lease to the contrary, the covenants, representations, warranties, indemnities and undertakings of Tenant set forth in this Lease shall survive the expiration or termination of hereof, regardless of the method of expiration or termination.

19. HOLDING OVER.

(a) In the event that Tenant holds over in possession of the Premises after expiration or earlier termination of this Lease without the permission of the Landlord, Tenant shall be a tenant at sufferance, and shall be obligated to pay, and Landlord shall be entitled to collect twice the Base Rent otherwise payable, plus applicable sales tax. Nothing in the foregoing shall be deemed in any way to limit or impair Landlord's right to immediately evict Tenant or exercise its other rights and remedies under the provisions of this Lease or applicable law, including the collection of consequential and other damages, on account of Tenant's occupancy of the Premises without having obtained Landlord's prior consent.

(b) Notwithstanding the foregoing in (a) to the contrary, Tenant may continue to occupy the Premises following the expiration of the Term, with Landlord's express or implied consent, which occupation shall constitute an extension of the Lease's terms on a month-to-month basis. Either Landlord or Tenant may terminate such month-to-month tenancy within a 30-day written notice to the non-terminating party. During any such month-to-month extension, Tenant and Landlord agree that the Base Rent owed for each month during the extension shall be the same as the monthly installments owed during the month immediately preceding the expiration date of the Term then in effect, unless increased by Landlord with a thirty (30) day notice to Tenant of such increase. If Tenant holds over the month-to-month tenancy, after the expiration of the 30-day period, then Tenant is a holdover tenant and is subject to sub-paragraph (a) of this paragraph 19.

20. FINANCIAL AND BUSINESS INFORMATION. Within seven (7) days of written request by Landlord, Tenant will supply Landlord with recent and past financial and business information relating to Tenant's business on the Premises, including without limitation: profit and loss statements and income statements, employee withholding information, sales tax returns, proof of sales tax and employee withholding payments, copy of vendor's license(s), copy of liquor permit, Federal Tax ID number(s), and any other financial information that may be necessary in order to attain and maintain compliance at the site with any local, state or federal authority, and any other documentation reasonably required or requested by Landlord in order to determine or maintain the permitting/licensure status of the operations on the Premises, or to effect the transfer of any permits relating to Tenant's operations on the Premises (including without limitation liquor license, vendor's license, lottery permit) to another tenant (or back to Landlord) in the event of Tenant's default or termination of the Lease. Tenant shall, within ten (10) days of written demand, reimburse the Landlord for all fees, costs, expenses, penalties, and charges of any kind or nature that Landlord pay or otherwise incurs as a result of Tenant's failure to timely comply with the its obligations under this paragraph, or that Landlord incurs in order to finalize any transfer of permit or license, to correct any non-compliance, pay any outstanding bills relating to the premises, including, but not limited to: utility bills, sales tax payments and penalties, maintenance during the occupancy of the tenant, municipal and waste management bills, and any other costs incurred by Landlord in Landlord's sole discretion. Tenant

also acknowledges the Landlord may require the Tenant to use a POS System designated by Landlord. Tenant covenants that it will use this POS System designated by the Landlord, if any, continuously through the Term of the Lease and any renewals for all sales at the Leased Premises which generate revenues or profits that accrue to the Landlord. Tenant further acknowledges that Landlord shall be entitled at all times to have access to and the right to examine all data entered into the POS System, and Tenant unconditionally grants Landlord access to all data recorded or processed through the POS System, including, fuel sales and instore-sales at the Leased Premises. Tenant further covenants and agrees to comply with all local, state and federal tax laws. The provisions of this paragraph 20 shall survive the termination, cancellation or expiration of this Lease. Tenant covenants and agrees that the economic terms and conditions of this Lease (collectively, the "**Confidential Information**"), shall remain confidential for Landlord's benefit, and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent; <u>however</u>, Tenant may disclose the Confidential Information (A) if required by law or court order, (B) to its attorneys, accountants, employees, consultants, auditors, partners, lenders, and affiliates in the normal course of business provided that Tenant shall insure that such parties keep the Confidential Information confidential and further provided that the all of the foregoing parties to whom disclosure is made are advised by Tenant of the confidential nature of the Confidential Information and agree to maintain the confidentiality thereof prior to disclosure.

21. <u>ASSIGNMENT OR SUBLETTING</u>. The Tenant shall not mortgage, pledge, assign this Lease nor sublet all or any portion of the Premises, nor may there be any change in the ownership of Tenant (by way of transfer or increase of stock, partnership or membership interests or otherwise) without the prior written consent of the Landlord which may be withheld in Landlord's sole discretion. Any of the foregoing transactions attempted without Landlord's consent shall be ineffective and void *ab initio*. Any such transaction to which Landlord may consent shall not operate as a release of Tenant from its obligations hereunder.

If the Tenant is a corporation (other than one whose share are regularly and publicly traded either on a recognized stock exchange or the over-the-counter market), Tenant represents that the ownership and power to vote its entire outstanding capital belongs to and is vested in the officer or officers executing this Lease or members of his or their immediate family. If there shall (occur any change in the ownership of and/or power to vote majority of the outstanding capital stock of Tenant, whether such change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of Landlord, then Landlord shall have the option to terminate this Lease within thirty (30) days' notice to Tenant. If Tenant is a partnership, Tenant represent that the general partner executing this Lease is duly authorized to execute the same on behalf of said partnership. If there shall occur any change in the ownership of the interest of the general partners of the partnership, whether such change results from a sale, assignment, bequest, inheritance, operation of law or otherwise, or if the partnership

is dissolved, without the prior written consent of Landlord, then Landlord shall have the option to terminate this Lease upon thirty (30) days' notice to Tenant.

IF ASSIGNMENT IS APPROVED AT ANY TIME DURING YOUR TENANCY, THERE WILL BE A TRANSACTIONFEE OF $2000.00 CHARGED TO THE INCOMING TENANT AND A $2000 FEE CHARGED TO OUTGOING TENANT, EITHER PAYABLE UP FRONT OR BY REDUCTION OF SECURITY DEPOSIT.

22. <u>LANDLORD'S ACCESS TO PREMISES/RIGHT TO CURE DEFAULT</u>. Landlord shall have the right to enter upon the Premises for any purpose Landlord deems reasonably necessary, including, without limitation, to inspect same, to exhibit the Property to prospective purchasers, mortgagees or tenants, or and to make repairs or restoration to the Property or improvements comprising the Premises or to any property owned or controlled by Landlord therein. If: (A) Tenant defaults in the making of any payment or in the doing of any act herein required to be made or done by Tenant; or (B) Tenant defaults in the making of payment to any third party, or doing any act required to be made or done by Tenant for or on behalf of said

third party relating to the Premises or the operation of Tenant's business on the Premises (including without limitation, payment of outstanding utility or other bills, payment of sales tax, maintenance or repairs, including payments of fees or penalties), then Landlord may, but shall not be required to, make such payment or do such act, and charge the amount of the expense thereof, if made or done by Landlord, with interest thereon at the maximum rate allowable by law, from the date paid by Landlord to the date of payment thereof by Tenant. Such payment and interest shall constitute additional rent hereunder due and payable with the next monthly installment of rent; but the making of such payment or the taking or such action by Landlord shall not operate to cure such default or to stop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

23. DEFAULT. Each of the following is an "**Event of Default**" under this Lease: (A) Tenant defaults in the observance of any of the covenants on its part to be performed hereunder; (B) Tenant failure to timely pay the rent or any other sums due hereunder; (C) Tenant vacates or abandons the Premises for a period of forty-eight (48) consecutive hours or more, excluding periods of permitted renovations or casualty damage; (D) Tenant fails to make payment of any sum owed by Tenant to Landlord or otherwise default under any other contract or agreement between the parties; (E) if by operation of law any interest of Tenant shall pass to another; (F) if Tenant or any guarantor of this Lease shall become insolvent, or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; (G) If Tenant or any guarantor of this Lease files a petition under any chapter of the federal bankruptcy act or under any similar state law or statute; (H) the filing against Tenant or any guarantor of this Lease an involuntary petition in bankruptcy or insolvency or a similar proceeding, and such filing or proceeding shall not be dismissed within thirty (30) days; (I) the appointment of a receiver or trustee for the Premises or for all or substantially all of the assets of Tenant or any guarantor of this Lease; (J) Tenant's interest under this Lease being sold under execution or other legal process; (K) Tenant's interest under this Lease being modified or altered by any unauthorized assignment or subletting or by operation of law; (L) any of the goods or chattels of Tenant used in, or incident to, the operation of Tenant's business in the Premises being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding; (M) the Tenant shall be in default of its obligations as Franchisee under the Franchise Agreement or any renewal or extension thereof; or (N) the Tenant shall be in default of any of its obligations as the Contractor under the Commission Agent's Contract; then Landlord may give written notice to Tenant in the manner hereafter provided for giving notices, and if Tenant thereafter fails to cure any such default involving the payment of money within three (3) days after the date on which such notice was given, or fails to cure any default which involves some act or omission (other than the payment of money) within fifteen (15) days after the date on which such notice was given or as otherwise provided in this Lease, then Landlord shall have the right, at its option, to cancel and terminate this Lease and remove all persons and property therefrom by summary proceedings or otherwise and or Landlord may declare all ascertainable rents and charges due hereunder immediately due and payable, and thereupon, all such rents and fixed charges due to the end of the term or any extended term if applicable, shall thereupon be accelerated, or Landlord may elect to take and repossess the Premises and relet same for Tenant's account, holding Tenant liable in damages for all expenses incurred by Landlord in any such reletting and for any difference between the amount of rents received from such reletting and those due and payable under the terms of this Lease. In addition, Landlord may suspend dispensing fuel from the Premises in the event of a default hereunder. Any sum not paid when due hereunder shall accrue interest at the maximum contract rate permitted under the law of the state in which the Property is located. Landlord may also pursue such other remedies as may be allowed by law or in equity, and all such rights and remedies, whether expressly stated above or whether available at law or in equity, shall be deemed separate and cumulative and no one remedy shall be deemed to be exclusive of any such other remedy. Notwithstanding anything to the contrary herein, it is agreed that wherever it is provided in this paragraph that this Lease shall automatically terminate, same shall be deemed and construed to mean that such termination shall be at the option or election of Landlord only, and that such termination and cancellation shall not take effect unless Landlord so elects. In addition to the foregoing, the Tenant shall be liable to the Landlord for any damages suffered by the Landlord as a result of the termination of this Lease as a result of Tenant's default.

24. ATTORNEYS' FEES. In any action, suit or proceeding to enforce, defend or interpret Landlord's rights under the terms of this Lease or to collect any amounts due hereunder, Landlord shall be entitled to recover all costs and expenses incurred by Landlord in enforcing, defending or interpreting its rights hereunder, including, but not limited to, all collection and court costs, and all attorneys' and paralegal fees, whether incurred out of court, at trial, on appeal, or in bankruptcy or administrative proceedings.

25. ESTOPPEL CERTIFICATE, ATTORNMENT AND SUBORDINATION.

A. Within five (5) days after request by Landlord, Tenant shall deliver to Landlord a written and acknowledged statement in a form reasonably acceptable to Landlord certifying that Tenant has accepted possession of the Premises, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications), and the dates to which the rent and other charges or deposits have been paid in advance, if any. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the realty comprising the Premises.

B. Lease shall be subject and subordinate to the lien, operation and effect of each mortgage, deed of trust, ground lease and/or other similar instrument (now or hereafter) covering any or all of the Premises or the Property, and each renewal, modification, replacement or extension thereof given by Landlord (each of which referred to as a "**Mortgage**"), all automatically and without the necessity of any further action by either party hereto, provided, however, that if the beneficiary under any such Mortgage (referred to as a "**Mortgagee**") succeeds to the interest of Landlord hereunder through foreclosure or otherwise, such Mortgagee shall not disturb Tenant in its possession of the Premises except upon an default. In addition, Tenant shall attorn to any such Mortgagee and agrees that such Mortgagee shall not be liable to Tenant for any defaults by Landlord under this Lease or for any other event occurring prior to such Mortgagee's succeeding to the interest of Landlord hereunder.

C. Upon request of Landlord, Tenant covenants that it shall, in writing, within five (5) days of its receipt of such request, furnish any documents required by Landlord or its Lender to subordinate Tenant's rights hereunder to any subsequent ground lease(s) or to the lien of any future mortgage or mortgages executed by Landlord, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and/or buildings of which the Premises are a part or against any buildings hereafter placed upon the land of which the Premises are part, and to all advances made or thereafter to be made upon the security thereof.

D. Tenant, upon request of Landlord or any party in interest, shall execute promptly such instruments or certificates to carry out or confirm its obligations under sub-paragraphs A, B, and C above without any charge or cost to Landlord or such requesting party.

26. NON-LIABILITY OF LANDLORD. Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant or its property from any conditions, activities, occurrences, involving or arising out of Tenant's use or operation of its business on the property.

27. FORCE MAJEURE. Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, financing, or any other cause whatsoever beyond the control of Landlord.

28. MODIFICATION OF THE PROPERTY. Landlord may at any time, and in Landlord's sole discretion, alter any portion of the Property or sever ownership of any portion of the Property as Landlord shall see fit in Landlord's sole discretion, and without abatement in rent provided such alteration or sale does not materially interfere with Tenant's business operation on the Property or with its operations pursuant to the Franchise Agreement or the Commission Agent's Contract.

Landlord has the right to locate a revenue generating enterprises of Landlord's choice (collectively "**New Operation**" (either as an addition to the existing improvements or as a freestanding structure) on the Property provided the franchisor under the Franchise Agreement consents in writing to the change. In the event of such consent by the franchisor, the Tenant will be given the opportunity by Landlord to manage and operate any New Operation, provided Tenant meets all requirements of the franchisor (if applicable) including without limitation financial and training requirements. The Tenant acknowledges that if Tenant has an interest in managing and operating the New Operation, there is a financial interest that is required to cover the building/reconstruction costs, franchise fees, etc. If Tenant either does not qualify as a franchise operator or is not interested in the opportunity with respect to the New Operation, Tenant will cooperate with Landlord and/or new co-tenant. Tenant agrees to hold Landlord harmless from any claims or demand.

29. QUIET ENJOYMENT. Landlord agrees that if Tenant pays the rent and other charges herein provided, and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the term of this Lease have the peaceable and quiet enjoyment and possession of the Premises without any hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the Premises as shall be taken under the power of eminent domain, or as otherwise expressly set forth herein.

30. RELATIONSHIP OF PARTIES. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

31. LIENS.

A. Prohibition on Tenant Liens. Landlord's interest in the Premises shall not be subject to liens for improvements made by the Tenant, and Tenant shall have no power or authority to create any lien or permit any lien to attach to the Premises or to the present estate, reversion or other estate of Landlord in the Premises herein demised or on the building or other improvements thereon as a result of improvements made by Tenant or for any other cause or reason. The Tenant shall notify all materialmen, artisans, mechanics and laborers and other persons contracting with Tenant with respect to the Premises or any part thereof, such liens are expressly prohibited and that they must look solely to Tenant to secure payment for any work done or material furnished for improvements by Tenant or for any other purpose during the term of this Lease. Tenant shall immediately notify Landlord in writing of the assertion of any such lien and shall indemnify Landlord against any loss or expenses incurred as a result of the assertion of any such lien, and Tenant covenants and agrees to transfer any claimed or asserted lien to a bond or such other security as may be permitted by law within ten (10) days of the assertion of any such lien or claim of lien.

B. Landlord's Lien. To secure the payment of all rent due and to become due hereunder and the faithful and full performance of this lease by Tenant and to secure all other indebtedness and liabilities of Tenant to Landlord now existing or hereafter incurred, Tenant hereby gives to Landlord a security interest in and to all of the Tenant's personal property located on the Premises and an express first and prior contract lien and security interest on all property (including fixtures, equipment, chattels and merchandise) which may be placed in the Premises, and also upon all proceeds of any insurance which may accrue to Tenant by reason of destruction of or damage to any such property and also upon all of Tenant's interest as lessee and rights and options to purchase fixtures, equipment and chattels placed in the Premises (in case of fixtures, equipment and chattels leased to Tenant which are placed in the Premises). Further, the Tenant agrees to execute any and all documents necessary to effect the security interest and lien created thereby, including UCC-1 Financing Statements. Tenant shall pay all expenses associated with filing and recording such documents with the appropriate government authorities. All exemption laws are hereby waived in favor of such lien and security interest and in favor of Landlord's statutory lien. This lien and security interest are given in addition to Landlord's statutory lien and shall be cumulative thereto. This lien and security interest may be foreclosed with or without court proceedings by public or private sale provided Landlord gives Tenant at least ten (10) days' notice of the time and place of said sale, and Landlord shall have the right to become the purchaser, upon being the highest bidder at such sale. The notice referred to in the preceding sentence may (but need not be) given by Landlord to Tenant contemporaneously with any notice from Landlord to Tenant which may be given as to an Event of Default. Contemporaneously with the execution of this Lease (and if requested hereafter by Landlord), Tenant shall execute and deliver to Landlord a Uniform Commercial Code Financing Statement in sufficient form so that when properly filed, the security interest hereby given shall thereupon be perfected. If requested hereafter by Landlord, Tenant shall also execute and deliver to Landlord a Uniform Commercial Code Financing Statement change instrument in sufficient form to reflect any proper amendment of, modification in or extension of the aforesaid contract lien and security interest hereby granted. Landlord shall, in addition to all of its rights hereunder, also have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state in which the Property is located.

32. BROKERAGE. Tenant and Landlord each covenant, warrant and represent to the other that there was no broker instrumental in consummating this Lease, or prior negotiations were had by the representing party with any broker other than _________n/a__________ concerning the renting of the Premises. Each party agrees to protect, indemnify, save and keep harmless the other party against and from all liabilities, claims, losses, costs, damages and expenses, including attorneys' fees arising out of, resulting from or in connection with a breach of the foregoing covenant, warranty and representation.

33. NOTICES. Any notice, request, demand, approval, consent or other communication which Landlord or Tenant may be required or permitted to give to the other party shall be in writing and shall be delivered in person or mailed to the other party by certified mail, return receipt requested, or by Federal Express or other expedited mail delivery service, at the following addresses:

If to Landlord: Giant ______________________
1806 N. Franklin Street
Tampa, Florida 33602

If to Tenant: __________________________________
____
____

or to the Premises if such communication is to Tenant, or to such other address as either party shall have designated by notice to the other, and the time of the rendition of such notices by mail shall be when same is received or when delivery is attempted.

34. PERSONAL LIABILITY. "Landlord" means the owner or the mortgagee in possession for the time being of the fee simple title to the Premises so that in the event of any sale of the Premises, Landlord shall be and hereby is entirely released and discharged from any and all further liability and obligations of Landlord hereunder except those that may have theretofore accrued. Notwithstanding anything to the contrary provided in this Lease, if Landlord or any successor in interest of Landlord, shall be an individual, joint venture, corporation, tenancy-in-common, firm or partnership, general or limited, or if Landlord shall be a mortgagee in possession (for the purposes of this paragraph collectively referred to as "Landlord"), it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord, that there shall be absolutely no personal liability on the part of the Landlord, its successors or assigns, with respect to any of the terms, covenants and conditions of this Lease, and that Tenant shall look solely to the equity of Landlord in the Premises for the covenants and conditions of this Lease to be performed by Landlord. Tenant agrees that it shall look solely to the estate and property of the

Landlord in the land and building comprising the Premises for the collection of any judgment (or any other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by Landlord, and no other property or estates of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies.

35. MISCELLANEOUS. Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the successors and permitted assigns (if any), respectively, of Landlord and Tenant. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both an independent covenant and a condition. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law. Time is of the essence in each and every term of this Lease. This Lease has been executed in the state in which the Property is located and shall be construed in accordance with the laws thereof. This Lease, addenda (if any) and the Exhibits attached hereto and by reference made a part hereof constitute the entire agreement between the parties hereto and no portion thereof may be altered, modified or amended in any manner whatsoever unless same shall be in writing and signed by the parties hereto. The titles of the sections throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument. This Lease shall not be recorded without the Landlord's consent, which may be withheld in Landlord's sole discretion. As used here, the masculine gender includes the female and neuter genders and vice versa, where appropriate. The singular includes the plural and the plural includes the singular where appropriate. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent or continuing breach of the same covenant or condition and the consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent or similar act by Tenant. The parties represent to each other that each has had independent legal advice by counsel of his own selection in entering into this Lease or has knowingly waived that right.

36. COUNTERPARTS. This Lease may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument; and any party or signatory hereto may execute this Lease by signing any such counterpart and delivering a telecopy or electronic copy of such counterpart to the other party.

DOCUMENTS EXECUTED, SCANNED AND TRANSMITTED ELECTRONICALLY AND ELECTRONIC SIGNATURES SHALL BE DEEMED ORIGINAL SIGNATURES FOR PURPOSES OF THIS lease AND ALL MATTERS RELATED THERETO, WITH SUCH SCANNED AND ELECTRONIC SIGNATURES HAVING THE SAME LEGAL EFFECT AS ORIGINAL SIGNATURES. THIS LEASE, ANY OTHER DOCUMENT NECESSARY FOR THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS LEASE MAY BE ACCEPTED, EXECUTED OR AGREED TO THROUGH THE USE OF AN ELECTRONIC SIGNATURE IN ACCORDANCE WITH THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT ("E-SIGN ACT"), TITLE 15, UNITED STATES CODE, SECTIONS 7001 ET SEQ., THE UNIFORM ELECTRONIC TRANSACTION ACT ("UETA") AND ANY APPLICABLE STATE LAW. ANY DOCUMENT ACCEPTED, EXECUTED OR AGREED TO IN CONFORMITY WITH SUCH LAWS WILL BE BINDING ON EACH PARTY AS IF IT WERE PHYSICALLY EXECUTED.

37. WAIVERS. THE PARTIES HERETO SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE BUILDING, AND/OR CLAIM OF INJURY OR DAMAGE. In

the event Landlord commences any proceeding to enforce this Lease or the landlord/tenant relationship between the parties, or for nonpayment of Rent, Additional Rent or additional monies due Landlord from Tenant under this Lease, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. In the event Tenant must, because of applicable court rules, interpose any counterclaim or other claim against Landlord in such proceedings, Landlord and Tenant covenant and agree that, in addition to any other lawful remedy of Landlord, upon motion of Landlord, such counterclaim or other claim asserted by Tenant shall be severed out of the proceedings instituted by Landlord (and, if necessary, transferred to a court of different jurisdiction), and the proceedings instituted by Landlord may proceed to final judgment separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by Tenant.

38. ADA: Tenant, at its sole cost and expense, shall be responsible for complying with all application provisions, if any, of the Americans with Disabilities Act of 1990 (as amended or substituted, the "**ADA**") relating to: (A) the physical condition of the Premises, (B) Tenant's policies and the operation of its business from the Premises, and (C) Tenant's employment and employment-related practices. Landlord shall have no responsibility whatsoever for compliance with the ADA within the Premises during the Term of the Lease and Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, in connection with or resulting from compliance or non-compliance with the ADA.

39. JOINT AND SEVERAL LIABILITY. Where more than one party is named as the Tenant hereunder, each party is jointly and severally liable to perform all of Tenant's obligations under the Lease.

40. JURISDICTION; VENUE. By executing this Lease, the Tenant hereby acknowledges and agrees that the venue for any proceeding brought under this Lease shall be the state or federal court serving the county and state in which the Property is located, and the Tenant hereby irrevocably consents to personal jurisdiction in such Court regardless, of the venue or domicile of such parties. Additionally, by executing this Lease, the Tenant hereby acknowledge and agree that service of process may be effectuated by the Landlord or its counsel, by hand delivering to the Tenant or its counsel any Summonses, Complaints, or other pleadings related to this Lease.

41. SEVERABILITY. No determination by any court, governmental body or otherwise that any provision of this lease or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of any other such provision or such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

42. DRAFTING. This Lease has been negotiated and prepared by both parties and shall not be construed more strictly against one party as the draftsperson thereof.

43. POLLUTION-CONTAMINATION LIABILITY. Tenant shall at all times during the term hereof, and any renewal of this Lease, at its cost and expense, maintain in effect, policies of insurance in an insurance company of Best's "A" rating authorized to do business in the State of Ohio, covering Pollution Liability on the Leased Premises, in an amount not less than $1,000,000.00. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair and clean-up and contamination damage or contamination associated with the holding and dispensing of fuel. It is understood that the Landlord will not be responsible for the payment of any premiums with respect to such insurance, and shall not be responsible for notifying the insurer of any occurrence or accident in or around the Leased Premises. The policy shall name Landlord and any person, firm or corporation designated by Landlord and Tenant, as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days prior written notice.

44. US PATRIOT ACT. Tenant hereby represents and warrants to Landlord that Tenant is not: (1) in violation of any Anti-Terrorism Law; (2) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving or any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (3) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13221; (4) engaging in or conspiring to engage in any transaction that evades or avoids, or had the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (5) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person. As used herein, "Antiterrorism Law" is defined as any law relating to terrorism, anti-terrorism, money laundering or anti-money laundering activities, including Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism" "Prohibited Person" is defined as (1) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Tenant or Landlord is prohibited from dealing or otherwise engaging in any transaction by any AntiTerrorism Law, or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office Of Foreign Assets Control as its official website, http://www.treas.gov/ofac/t11sdn.pdf or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 10756).

45. [OHIO PROVISIONS][1].

A. LIQUOR LICENSE. At the present time, there are State of Ohio liquor licenses, to wit: C-1 and C-2 liquor licenses, for the sale of beer and wine on the Premises (the "**Liquor License**").

(i) The parties warrant and represent that they will do all that is required of them in order to transfer the Liquor License from Landlord to Tenant following execution of this Lease.

(ii) Prior to the transfer of that Liquor License from Landlord to Tenant, the rights and obligations of the parties as to that Liquor License will be governed by Landlord's standard form of Liquor Management Agreement, which Tenant agrees to execute concurrent with the execution of this Lease.

(iii) Any failure of Tenant to secure the transfer of the Liquor License shall be deemed a material breach and automatic termination of this Lease. Upon such termination, Landlord shall be released from future obligations under this Lease.

(iv) Tenant acknowledges that the Liquor License will be in the name of Tenant for the sole purpose of having the authority to sell beer and wine on the Premises during the Term and Tenant acknowledges that it has executed and/or will execute and provide, upon request by Landlord any and all documents presented to Tenant to effectuate the transfer of the Liquor License back to the Landlord, or to new tenant, after the termination of this Lease (collectively referred to as the "**Re-Transfer Documents**"). The Re-Transfer Documents shall be held in escrow by Landlord. In the event of a breach or other termination of this Lease, the Landlord is hereby authorized to do all acts necessary to effectuate transfer of the Liquor License and to file the Retransfer Documents. To that end upon the parties' execution of this Lease, Tenant shall execute a Special Liquor Power of Attorney, whereby the Tenant shall authorize the Landlord to execute and file the Re-Transfer Documents and do all things reasonably necessary related thereto in the Tenant's stead and on its behalf.

[1] Note: To be included in any lease where the Property is located in the State of Ohio.

This obligation shall survive the termination of this Lease. Additionally, Tenant shall be liable to Landlord, in addition to any damages under this Lease, for any liens, delinquencies, or encumbrances on such Liquor License accruing during Tenant's operation of same. The terms of this sub-paragraph (iv) shall survive termination of the Lease. Notwithstanding the foregoing and in addition to the Re-Transfer Documents, Tenant covenants and agrees to authorize the transfer of the Liquor License to Landlord or to a new tenant through any on-line portal with the Ohio Division of Liquor Control, if requested by Landlord.

Tenant's obligations under this paragraph 44 shall expressly survive the termination or expiration of this Lease.

45. [FLORIDA PROVISIONS][2].

A. RADON GAS DISCLOSURE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the public health department of the county in which the Property is located.

46. [ADDITIONAL STATE-SPECIFIC PROVISIONS][3]

[Rest of page intentionally blank – Signature page follows]

[2] Note: To be included in any lease where the Property is located in the State of Ohio.

[3] Note: Placeholder for any other state-specific requirements.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first set forth above.

TENANT:[4]

Sign: ___________________________________ Print Name: ______________________________	By: ______________________________________ Print name: ____________________,Individually
Sign: ___________________________________ Print Name: ______________________________	By: ______________________________________ Print name: __________________, Individually

TENANT ACKNOWLEDGEMENT:

STATE OF _________________)
)
COUNTY OF _______________)

The foregoing instrument was acknowledged before me this ____ day of ______________, 20___, by ________________________________ (title) ______________________ of _________________________ (name of tenant entity), a ____________________, on behalf of the ____________________.

____
NOTARY PUBLIC

My commission expires:____________________

LANDLORD:

Sign: ___________________________________
Print Name: ______________________________

Sign: ___________________________________
Print Name: ______________________________

Giant ___________

By: _______________________________________
Print name: ___________________________

<u>LANDLORD ACKNOWLEDGEMENT:</u>

STATE OF _________________)
)
COUNTY OF _______________)

The foregoing instrument was acknowledged before me this ____ day of ______________, 20___, by _________________________________ (title) ______________________ of _________________________ (name of landlord entity), a __________________, on behalf of the ____________________.

____
NOTARY PUBLIC

My commission expires:_____________________

EXHIBIT A

LEASED EQUIPMENT

(See attached)

EXHIBIT B

Maintenance and Repair of Leased Equipment

ALL ELECTRICAL, PLUMBING, EPOS, AND BUILDING REPAIR/SERVICES FOR THE SITE SHOULD BE DISPATCHED BY GIANT AND WILL BE CHARGED TO TENANT ACCORDINGLY.

EQUIPMENT		
	Tenant Pays	Landlord Pays
Dispenser:		
--Hoses	X	
--Nozzles/swivels	X	
--Breakaways	X	
--Vapor recovery/Blackmer pump		X
--Handles/switches, flappers/switches		X
--Valances/doors/endcaps		X
--Dial glass		X
--Displays		X
--Lights		X
--CRIND pad/printer ***if damage is caused by CM using improper paper supply or due to improper loading, CM will be charged for this repair**	X	X
--Internal repairs		X
--Miscellaneous (retractors, etc)		X
--Calibrations		X
--Total Replacement (except in accident)		X
--Decals		X
--Pump Filters		X
--Cash acceptors		X
Exhaust Fans		X
Interior/Exterior Fire Extinguishers:		
--Portable & hand-held	X	
--Includes inspections	X	
--Intercom systems	X	
Point of Sale: EPOS		
--Credit card imprinter - monthly fee and replacement fee in contract*	X	
--Debit equipment (Giant owned equipment only)*	X	
--Dispenser interface		X
--Receipt printers (split 50/50)	X	X

--POS device* If damage caused by negligent use by Tenant, Tenant will be responsible for charges (i.e. banging on the keys, wrong paper, etc.)		X
Modem*		
--Back office systems/SR *if damaged by CM, CM will pay to replace	X	X
--Safe	X	
--Security cash drawer	X	
--Surveillance mirrors	X	
--Covered under monthly POS/printer fees	X	
Tanks & Lines:		
--Cover painting		X
--Fill pipes, caps & covers (includes replacement)		X
--Gauge sticks (includes replacement)		X
--Leak detectors (includes replacement)		X
--Tank Monitors and Probes (includes replacement) Non-simplicity locations		X
--Submersible pumps		X
--Sumps, piping, valves & fittings		X
--Tank repair		X
--Tank replacement		X
--Used oil removal		X
--Water removal		X
--Tank Cleaning		X
Heating And Air Conditioning		
Air conditioning repairs (includes cleaning and preventative maintenance)	X	
Air conditioning replacement	X	
Heating plant repairs (includes cleaning the preventative maintenance)	X	
Heating plant replacement	X	
Coolers/Cooler doors/Walk-in Boxes	X	
Electrical		
Circuit breaker & fuses	X	
Electrical locks	X	
Emergency disconnect switch	X	
Lamps & Bulbs*** (includes replacement)	X	
Lamp lenses & covers*** (includes replacement)	X	

Light ballasts*** (includes replacement)	X	
Light fixtures & sockets*** (includes replacement)	X	
Light switches (includes replacement)	X	
New circuits (includes replacement)	X	
Outlets & plugs (includes replacement)	X	
Exterior Lighting	X	
Building		
Automatic fire suppression equipment/inspections (interior and exterior)	X	
Automatic openers	X	
Interior Doors (includes replacement)	X	
Exterior Doors/Entry Door (includes replacement)	X	
Air Curtains	X	
Floors & Flooring material/ceiling tiles (includes replacement)	X	
Keys & Locksets (includes replacement)	X	
Painting	X	
Shelving & cabinetry (includes replacement)	X	
Cigarette rack	X	
Wall sections (includes replacement)	X	
Ceiling Tiles	X	
Windows (max of $25,000 per insurance clause)	X	
Store Front (max of $25,000 per insurance clause)	X	
Roof		X
Exterior Bathroom	X	
Plumbing		
Air & water piping:		
--Above ground/Everything inside store	X	
--Underground ***this does not include anything from meter to building, which is Giant's responsibility**	X	
Backflow devices:		
--Installation/Replacement	X	
--Testing	X	
--Catch basin, cleanouts, grating, drains, etc. (including replacement)	X	
--Drinking fountain (includes replacement)	X	
Oil/water separator:		
--Cleanout & Maintenance	X	

--Installation & replacement	X	
Reclamation system:		
--Above ground piping & equipment	X	
--Cleanout & maintenance	X	
--Underground structure (includes replacement)	X	
Septic Tanks:		
--Cleanout, maintenance & repair	X	
--Replacement	X	
Sewer lines & sewage systems:		
--Cleanout & maintenance	X	
--Repair & replacement	X	
--Sinks, faucets, & piping	X	
--Sprinkler systems	X	
--Sump-grease separator/grease traps (includes replacement)	X	
--Toilets (includes replacement)	X	
--Urinals (includes replacement)	X	
--Water Delivery	X	
--Water Heater	X	
--Water wells piping & replacement		X
--Water wells maintenance & equipment (includes pump replacement)	X	
--Water quality testing (where applicable)	X	
--Lift Station (maintenance/repairs/monthly inspections/permits)	X	
Accessories:		
--Dispensers for soap, towels, toilets, paper, hand blow dryer, etc. ***Cintas costs is split equally between Giant and CM**	X	X
--Mirrors, shelves, etc.	X	
--Wastebasket	X	
--Privacy partitions (includes replacement)	X	
Signs		
--Emblems, pump toppers, etc.		X
MID Sign/Price Sign:		
--Lamp/ballasts		X
--Poles		X
--Base		X
--Paint		X
--Wiring/breakers		X

--Faces		X
--Frame		X
--Fonts/Lettering		X
Licenses/Permits		
--Licenses/permits/fees not specifically denoted (i.e., liquor permit fees, atm fees, business license/business tax fees)	X	
--Liquor License *most will need to be applied to OCM Account or Current Tenant	X	
Environmental Expenses		
--Environmental Cleanup		X
--Monitoring fees		X
--Tank Fees		X
--Tank Licenses/Permits from county		X
--Annual Compliance Testing		X
--Veeder Root Repairs (Lease says tenant responsible for polling equipment, but we will cover)		X
Other Upkeep/Cleaning/Preventative Maintenance		
--Driveways, parking and motor fuel islands, pressure washed every 60 days *Giant will schedule, but Tenant is responsible to pay	X	
--Trash receptacle/dumpster	X	
--Landscaping ***Giant coordinates for Florida market and subsidizes payment for Tenant, but Tenant is responsible to maintain in between visits. For other markets, we have the ability to elect to handle this service and charge Tenant on rent invoice. WILL SPLIT 50/50**	X	X
--Motor fuel dispensing islands, striping, and all curbing painting ***SPLIT 50/50** *Giant will schedule, but Tenant is responsible to pay	X	X
--Parking Lot Repairs		X
--Parking Lot Cleaning	X	
--Removal of Debris	X	
Other Equipment		
--Air Vac (CM can call 800# to dispatch)		X
--ATM (CM can call 800# to dispatch) (*Phone line CM Responsibility)		X
--Ice Machine (if Giant owned)		X
Car Wash		
--Car wash Maintenance	X	
--Car wash Chemicals	X	
--Car wash Repairs	X	

***Refer to Car Wash Revenue Sharing Agreement (if applicable)		
Canopy		
--All expenses associated with canopy, including lights		X
Kitchen/Food Equipment (owned by Giant)		
--All Beverage, F Coffee, Hot Equip	X	
--Ovens/Hoods/Prep Tables/Hot Dog Rollers	X	
--Ice Machine	X	
--Other	X	
OTHER STATION DAMAGE (up to $25,000 per insurance clause)		
Accidents****	X	
Vandalism****	X	
Lightning Strikes/Anything Related to Weather damage****	X	
Environmental Spill Costs**** ***CM will not be responsible for environmental costs as long as they followed emergency protocol procedures**		X
****All damage expense subject to claims process	X	

EXHIBIT H

CONFIDENTIAL OPERATIONS MANUAL TABLE OF CONTENTS

Key Elements

Welcome
Introductions
Company History -Who We Are
Mission Statement

Section 1

>Uniform Policy
>Guest Service
- -Greet
- -Understand Customer Needs
- -Eye Contact>safety point
- -Speedy Service
- -Thank You
- -Suggestive Sell/Current Promotions
- -Quality Drive = Guest Driven = $ Profits. Discussion Point "We Are All Customers".

>Image Compliance
- -Lighting = Exterior/Interior
- -Landscaping
- -Pumps & Islands
- -Cleaning Pumps
- -Car Wash (if applicable)
- -Air/Vac Equipment

>Merchandise
- -Front Counter – *Prime Real Estate -Impulse Items; high margin*
- -All Merchandise Properly Priced, Shelves Stocked, and No Out-Of-Date. Aisles Clear and Clean.

>Restroom
- -Clean and Well Stocked.

>Guest Concerns
- -Send The Right Message, The First Time
- -Have policies in place to address guest complaints, empower your employees if you are not available.

Section 2

>Brand Mystery Shops
- -What are Mystery Shops?
- -Why are Mystery Shops Important?
- -Sample Mystery Shop – review.
- -Discuss w/Area Manager concerning timing, your participation, and scoring.

>Merchandising
- -Types of Purchases
  - -Planned
  - -Impulse
  - -Related

>Gondolas, End Caps, Floor Displays
- the 4 F's; Front-Face-Fill-Fresh
- Shelves clean and free of dust
- Product is full, fronted, faced and priced
- Baseboards are clean
- Product placements; remember the three types of purchases
- Coffee – the basics
- Fountain- the basics
- Food Service- a minimal food element can add an additional income stream to your site

>Guest Transactions
- General Operation Rules
- Credit/Debit cards; how network processing works
- EBT – overview of program; add an additional income stream to your site
- Age Restricted Sales

Section 3

>Store Security & Safety
- Preventive Measures
- Cash Controls
- Lighting
- Visibility

>Reference Manual Emergency Procedures
- Phone List
- Emergency Supplies
- Power Outage
- Major/Minor Fuel Spill
- Damage to Dispenser
- Other Property Damage
- Fire/Vehicle Fire
- Customer Injury
- Robbery
- Employee Injury
- Workplace Safety
- Fuel Deliveries
- Food Safety Guidelines
- Media Guidelines
- Severe Weather
- Incident Reporting

Contents
"Emergency Procedures"
Reference Manual

>Repairs and Maintenance
- Maintenance Rider
- Working with your Area Manager to ensure your site is operational
- Repair Tech on site
- Preventive Maintenance – filters, pressure washing, fire extinguishers, etc.

Section 4

>Inventory Management
- -Giant Oil Preferred Vendors
- -Best Practices
- -Truck to Truck Mentality - "How to Accomplish."
- -New Product Authorization
- -Know your Competition, Visit their Store
- -Critical Inventory Counts/Cycle Counts – It's Your Money!

>Fuel Management
- -Site Components
- -Class "C" Certification (completed in class)
- -Red Fuel Book Review
- -Fuel Deliveries

>Personnel Management
- -Hiring the Right Person
- -Training- Employees Need Training Too!

>Assign Homework

Section 5

>Competitive Landscape
- -Knowing your Competitor's Strengths/Weaknesses

>Review Homework

>Business Intelligence
- >Importance of POS Department Setup/Category Management
- >Data Mining
  - -Anatomy of a Gas Trip
  - -Store Layout & Impulse Categories
- >Analyze - Sample Financial Statement
- >Break Down the Parts
  - -Dept. Sales and how it relates to "Your Bottom Line "
  - -Gross Profit $ - Gross Profit % - Product Mix % -Inventory Turns
- >Simple Cash Flow Statement- Exercise
- >Introduction to PDI
- >Balance End of Close Report from POS in PDI
- >Basic Accounting Terms

>Working Together to Achieve Success
- >Doing Business Electronically
  - -Invoices, EFT Notices, Rent Invoice, Commission Statement, etc.
  - -EFT Calendar for Franchisee
  - -Competitor's Daily Pricing Surveys
- >Identifying KPIs – It's All About You
- >Giant Oil Support Staff – Introduce If Available
- >Wrap Up – Q&A's, Recap Training, Reiterate Controls, Reaching Out to Support Staff,
- >Discuss Next Step – Onsite Training

Videos in Class

-Vendor Theft
-Employee Theft
-Class C Certification
-Calculating GP $ - It's not a Markup

Take Aways

-Polling Equipment & Troubleshooting Guide
-Gross Profit Conversion Chart/Gross Profit Benchmarks
-Walk the Store Reference Guide
-Brand Credit Card Fees
-Emergency Procedures – Flip Cards
-Franchisee – Step by Step PDI Instruction Manual for Paperwork & Reporting
-OTF Menu Flip Book (if applicable)
-Red Fuel Book – MSDA Sheets, ATG Operator Training, Emergency Protocol Procedures (state specific, Emergency Phone list, Placeholder-Class AB/Class C, Incident report and various other docs

External Drive – various docs; excel workbooks for use, blank forms, EBT information, electronic Class C certificate for Franchisee training, EBY-Brown information, website references for Convenience Store Operators.

Take attendees to #122 and complete a Lottery Count

STATE EFFECTIVE DATES

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

California	Not registered
Hawaii	Not registered
Illinois	Not registered
Indiana	Pending
Maryland	Not registered
Michigan	Not registered
Minnesota	Not registered
New York	Not registered
North Dakota	Not registered
Rhode Island	Not registered
South Dakota	Not registered
Virginia	Not registered
Washington	Not registered
Wisconsin	Not registered

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

EXHIBIT I

RECEIPT

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

If ON THE FLY® offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If ON THE FLY®, does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

Sellers:
Basem Ali: 1806 Franklin Street, Tampa, FL 33602, (813)-740-0422
Ahmad Abboushi: 1806 Franklin Street, Tampa, FL 33602, (813)-740-0422
Tareq Ahmad: 1806 Franklin Street, Tampa, FL 33602, (813)-740-0422
Kirk Stivers: 1806 Franklin Street, Tampa, FL 33602, (813)-740-0422

Date of Issuance: July 1, 2025, materially amended on September 19, 2025

See Exhibit A for our registered agents authorized to receive service of process.

I have received a Franchise Disclosure Document dated July 1, 2025**,** that included the following Exhibits:

Exhibit A - Franchisor's Agents for Service of Process and State Franchise Administrators
Exhibit B -Franchise Agreement with exhibits
Exhibit C- Franchise Conversion Incentive Agreement
Exhibit D- List of Franchisees and Former Franchisees
Exhibit E –Financial Statements
Exhibit F –Template Commission Agent’s Contract
Exhibit G—Template Lease Agreement
Exhibit H—Confidential Operations Manual Table of Contents
Exhibit I –Receipts

Dated this ____day of_________________________ 20____

PROSPECTIVE FRANCHISEE:

If a business entity:	If individual(s):
______________________________ (Name of Business Entity)	______________________________ (Signature)
By: ___________________________ (Signature)	______________________________ (Print Name)
Its: ___________________________ (Title)	______________________________ (Signature)
______________________________ (Print Name)	______________________________ (Print Name)

KEEP THIS COPY FOR YOUR RECORDS. This Disclosure Document is available in PDF format by electronic transmission upon request.

RECEIPT

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

If ON THE FLY® offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If ON THE FLY®, does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

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Dated this ____day of________________________ 20___ at__________a.m./p.m.

PROSPECTIVE FRANCHISEE:

If a business entity:	If individual(s):
______________________________	______________________________
(Name of Business Entity)	(Signature)
By: ___________________________	______________________________
(Signature)	(Print Name)
Its: ___________________________	______________________________
(Title)	(Signature)
______________________________	______________________________
(Print Name)	(Print Name)

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