

2017 FRANCHISE DISCLOSURE DOCUMENT



New Orleans Brew, L.L.C.
d/b/a PJ's Coffee of New Orleans
180 New Camellia Boulevard, Suite 100
Covington, Louisiana 70433
Telephone: (985) 792-5776
Facsimile: (985) 792-1201
E-mail: franchise@pjscoffee.com
Website: www.pjsfranchise.com

As a franchisee you will operate a retail business under the name PJ's Coffee of New Orleans featuring gourmet coffees and teas, blended coffee and tea beverages, whole bean and ground coffee, gourmet desserts, sandwiches and salads, and other food products and beverages authorized by Franchisor. In certain areas, Franchisor will authorize the café to offer selected specialty wines and other alcoholic beverages approved by Franchisor.

The total investment necessary to begin operation of a PJ's Unit ranges from \$184,400 - \$527,000. This total investment estimate includes the initial fee of \$10,000 - \$30,000 that must be paid to the franchisor or affiliate.

This Disclosure Document summarizes certain provisions of Franchisee's franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. Franchisee must receive this Disclosure Document at least fourteen (14) calendar days before Franchisee signs 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 governmental agency has verified the information contained in this document.**

You may wish to receive the Franchise's Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Development Director at 180 New Camellia Blvd., Suite 100, Covington, Louisiana 70433 and (985) 792-5776 x 116.

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

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

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

Issuance date: April 1, 2017(The issuance date is not the effective date for registration states.)

STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit H to this Disclosure Document for information about the franchisor or about franchising in your state.

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

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH FRANCHISOR BY LITIGATION/ARBITRATION ONLY IN LOUISIANA. OUT OF STATE LITIGATION/ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE/ARBITRATE WITH FRANCHISOR IN LOUISIANA THAN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT LOUISIANA LAW GOVERNS THE AGREEMENT AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THE FRANCHISE AGREEMENT DOES NOT PROVIDE THE FRANCHISEE WITH AN EXCLUSIVE TERRITORY.
4. FRANCHISOR MAY ESTABLISH PJ'S UNITS AND OTHER FOOD SERVICE FACILITIES IN MALLS, STADIUMS, SCHOOLS, AIRPORTS, MILITARY BASES, GOVERNMENT FACILITIES, HEALTH CARE FACILITIES, ETC. WITHIN THE GENERAL AREA OF THE FRANCHISE, AND MAY ESTABLISH OTHER CHANNELS OF DISTRIBUTION AND SELL OR DISTRIBUTE ANY PRODUCT OR SERVICE TO THE GENERAL PUBLIC, UNDER THE SAME AND/OR DIFFERENT TRADEMARKS, IN COMPETITION WITH THE FRANCHISE.
5. UPON EARLY TERMINATION OF THE FRANCHISE AGREEMENT, YOU MUST PAY FRANCHISOR AN EARLY TERMINATION FEE BASED ON THE AVERAGE MONTHLY ROYALTY AND SYSTEM FEE OBLIGATIONS FOR THE REMAINING TERM OF THE FRANCHISE AGREEMENT.
6. ALL OWNERS OF ANY ENTITY ENTERING INTO A FRANCHISE AGREEMENT WILL BE REQUIRED TO EXECUTE A PERSONAL GUARANTEE. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE FRANCHISE UNIT OWNER(S) AT RISK.
7. PLEASE NOTE, THAT AS OF DECEMBER 25, 2016, 65% OF NEW ORLEANS BREW, LLC TOTAL ASSETS ARE INTANGIBLE.

8. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Franchisor uses the services of one or more FRANCHISE BROKERS or referrals sources to assist Franchisor in selling its franchise. A franchise broker or referral source represents the Franchisor, not you. Franchisor pays this person a fee for selling our franchise or referring you to Franchisor. You should be sure to do your own investigation of the franchise.

The effective dates of this Franchise Disclosure Document in the states with franchise registration laws in which Franchisor has sought registration to appear on the following page.

STATE EFFECTIVE DATES

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

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

Florida (exemption)	Effective July 28, 2016
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Texas (exemption)	Effective July 25, 2008
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TABLE OF CONTENTS

ITEM

1.	THE FRANCHISOR, AND ANY PARENT, PREDECESSORS, AND AFFILIATES	5
2.	BUSINESS EXPERIENCE	7
3.	LITIGATION.....	9
4.	BANKRUPTCY	10
5.	INITIAL FEES.....	10
6.	OTHER FEES	11
7.	ESTIMATED INITIAL INVESTMENT	14
8.	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	17
9.	FRANCHISEE’S OBLIGATIONS.....	19
10.	FINANCING.....	21
11.	FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEM, AND TRAINING	21
12.	TERRITORY	27
13.	TRADEMARKS	28
14.	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	30
15.	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS.....	30
16.	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	31
17.	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	31
18.	PUBLIC FIGURES	35
19.	FINANCIAL PERFORMANCE REPRESENTATIONS	35
20.	OUTLETS AND FRANCHISE INFORMATION	37
21.	FINANCIAL STATEMENTS	42
22.	CONTRACTS	42
23.	RECEIPTS	42

EXHIBITS

A.	Franchise Agreement
B.	Confidentiality and Nondisclosure Agreement
C.	Guaranty Agreement
D.	Direct Debit Authorization Form
E.	Agents for Service of Process
F.	Financial Statements
G.	Manuals – Table of Contents
H.	State Administrators
I.	Franchise Disclosure Acknowledgment Statement
J.	List of Existing Franchisees and Franchisees How Have Left the System
K.	General Release
L.	Contingent Assignment of Lease
M.	State Specific Addenda
N.	Receipts

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor:

To simplify the language in this Disclosure Document, “we”, “us”, “our”, “PJ’s” or “Franchisor” means New Orleans Brew, L.L.C. d/b/a PJ’s Coffee of New Orleans. “You” or “Franchisee” means the person who buys the franchise, including a corporation, partnership, limited liability company or other legal business entity.

New Orleans Brew, L.L.C. is a Louisiana limited liability company organized on January 23, 2008. Our corporate address is 180 New Camellia Boulevard, Suite 100, Covington, LA and our telephone number is (985) 792-5776. Franchisor does business under the name “PJ’s Coffee of New Orleans.” Our agents for service of process are disclosed on Exhibit E to this Disclosure Document.

PJ’s USA, Inc. began offering franchises in 1989. On June 17, 2008, our company, New Orleans Brew, L.L.C., and our affiliate, New Orleans Roast, L.L.C. (collectively “Purchaser”), completed an asset purchase agreement with PJ’s USA, Inc. and PJ’s Wholesale, Inc. (collectively and interchangeably referred to as “Seller” and/or “Predecessor”), for substantially all of the assets of the PJ’s franchise system and coffee roasting business (the “Transaction”). As of the date of this disclosure document, there are 80 PJ’s franchised units in operation.

New Orleans Brew, LLC began offering unit franchises in July 2008. As of April 1, 2017, Franchisor does not own or operate any PJ’s coffee franchises.

New Orleans Brew, LLC is also an affiliate of WOW Cafe & Wingery Franchising Account, L.L.C. that offers the WOW Cafe & Wingery restaurant franchise.

Our Parent, Predecessors and Affiliates:

Franchisor has no parent.

New Orleans Roast, L.L.C. is an affiliate company that will roast and distribute coffee beans, and coffee related products to all PJ’s Coffee franchises and other retail businesses. New Orleans Roast, L.L.C. sells to PJ’s franchisees some of the “Proprietary Products” that are (i) prepared according to specified recipes, standards and procedures, including our proprietary coffee beans that are branded, trademarked, produced and/or packaged exclusively for franchisees (the “PJ’s Products”). New Orleans Roast, L.L.C. does have the same address as New Orleans Brew, L.L.C. but will not offer or sell any franchises in this or any other line of business.

Franchisor has one affiliate through common ownership that offers the following franchise:

WOW Cafe & Wingery Franchising Account, L.L.C., is a Louisiana limited liability company, with its principal place of business at 180 New Camellia Boulevard, Suite 100, Covington, Louisiana, 70433 (“WOW Café”). Paul Ballard, Steven Ballard and Scott Ballard are all co-owners of this company. The other principals of New Orleans Brew, L.L.C. have no affiliation or decision- making authority with WOW Café. WOW Café offers the opportunity to own franchise units or area developer franchises under the name WOW Café & Wingery. WOW Café offers franchises whose primary business is a restaurant system that allows its customers to enjoy quality food, such as wings, wraps, sandwiches, salads, burgers, drinks and other general food products. As of the date of this disclosure document, there are 61 franchised outlets in operation. WOW Café has not offered franchises for any other line of business. WOW Café has not operated any other type of business.

WOW Café offers franchises using its own Franchise Disclosure Document. Franchisee may face competition from the above concept because this concept may be established in close proximity to your Franchisee's PJ's Unit. This affiliate has total discretion where to permit their franchisees to operate.

Except as described above, Franchisor has no parents, predecessors or affiliates required to be included in this Item.

The Franchise Offered:

Franchisor offers Franchisee a franchise whose primary business is the sale of gourmet coffees and teas, blended coffee and tea beverages, whole bean and ground coffee, gourmet desserts, and other food products and beverages under the name and service mark "PJ's". The type of business that Franchisee will operate will be referred to in this Franchise Disclosure Document as a "PJ's Unit". Franchisor has developed its unique system ("System") which allows its customers to enjoy gourmet coffees and teas, blended coffee and tea beverages, whole bean and ground coffee, gourmet desserts, other beverages and a food program to satisfy multiple-day parts which are reasonably priced and served within a short period of time.

Franchisor developed and owns a System which Franchisee will utilize in Franchisee's PJ's Unit. The franchise agreement is attached to this Franchise Disclosure Document as Exhibit A. This System includes specialized training, methods of operation, uniform standards, distinctive décor and design, and advertising and promotional programs to assist Franchisee in operating Franchisee's PJ's Unit. Franchisor will also provide Franchisee with certain confidential recipes and formulas, supplier lists, operations and training manuals, and other confidential information and methods for managing Franchisee's PJ's Unit. The PJ's Unit is identified by certain trade names, service marks, trademarks, logos, emblems, and indicia or origin, such as "PJ's", "PJ's Coffee of New Orleans" and "PJ's Coffee & Tea" ("Proprietary Marks").

Under some circumstances, Franchisor may offer PJ's Units that serve wine, beer and/or alcohol. Franchises interested in serving wine, beer and/or alcohol must be approved by Franchisor. Franchisor has the exclusive right to restrict the type of alcohol served.

A typical PJ's Unit occupies approximately 1,100 to 2,000 square feet of space. The space may be either owned by Franchisee or leased from a third party. All PJ's Units are constructed to our specifications. A PJ's Unit may be located in either a freestanding building or an in-line retail plaza space with ample parking, drive-thru facilities, good visibility, and visible signage. A typical PJ's Unit will employ approximately 10 - 16 people.

Franchisee will operate a PJ's Unit as an independent business utilizing Franchisor's business format, procedures, designs, trade dress, standards, specifications and methods of operation. Franchisee must use the PJ's System at Franchisee's PJ's Unit, which includes, without limitation, the common use and promotion of the name "PJ's" and other service marks, trademarks, trade names, logos, emblems, signs, slogans, insignia and other commercial symbols Franchisor may designate from time to time (collectively, the "Marks"). Franchisee must also use Franchisor's distinctive food products, recipes, quality standards, procedures, training manuals, advertising & promotional programs and ongoing assistance. Franchisor may from time to time add or delete products and/or services and change specifications, standards, procedures, and methods of operation and Franchisee will be expected to follow suit. Franchisee will offer and provide products and services to the general public, at all times comply with the Franchise Agreement and our confidential operations manual (the "Manual") that will be loaned to Franchisee at the time of training. Franchisee may only offer services and products with our prior approval.

Market and Competition:

The market for the products sold in a PJ's Unit is to the general public. The market may be affected by general economic conditions. The specialty coffee market is highly competitive. Franchisee will be competing with other businesses, both national and local, offering similar items. National and local specialty coffee businesses may also develop similar menu items; national and local supermarkets and other retailers may carry some of the same or similar products. If Franchisee's PJ's Unit is located in a strip center or local or regional shopping mall, Franchisee will typically have to compete with businesses offering competitive goods or services within the same center or mall.

Franchisee should investigate all general laws in evaluating the franchise. It is Franchisee's sole responsibility to obtain and keep all necessary permits required by public authorities.

Government Regulation:

Local, state, and federal laws and regulations will apply to the business operations of Franchisee's PJ's Unit. Food service, health and sanitation laws and regulations will also directly apply to the preparation of Franchisee's food and handling of other food related products. In addition, Franchisee must comply with all local, state, and federal laws that apply to Franchisee's PJ's Unit including health, sanitation, non-smoking, and EEOC, OSHA, discrimination, employment and sexual harassment laws. The Americans with Disabilities Act of 1990 requires readily accessible accommodations for disabled people, and, therefore, may affect Franchisee's building construction, entrance ramps, doors, seating, bathroom and parking. Franchisee must obtain building permits, other licenses, and operational permits and certifications. Franchisee should consult with Franchisee's attorney concerning these and other local laws and ordinances that may affect Franchisee's PJ's Unit.

ITEM 2

BUSINESS EXPERIENCE

Board of Directors/Principal: Scott Ballard

From August 1997 to May 2002, Scott Ballard served as the President and CEO of Ballard Blend, L.L.C. and Royal Blend, L.L.C. in the New Orleans area and in North Carolina. From April 2002 until August 2003, Mr. Ballard was the Executive Vice President of Business Development and Finance of WOW Cafe and Wingery Franchising Account, L.L.C. In August 2003 until May 2005, Mr. Ballard was the Executive Vice President of Business Development and Finance of WOW Cafe & Wingery Franchising Account, L.L.C. Since May 2005, Mr. Ballard has served as Co-Owner of WOW Cafe & Wingery Franchising Account, L.L.C. in Covington, Louisiana. Since June 2008 to present, Mr. Ballard is a Principal and Member of the Board of Directors for New Orleans Brew, L.L.C. in Covington, Louisiana.

Board of Directors/Principal: Paul Ballard

Since July 1995, Paul Ballard has been the owner and manager of Rain brew, L.L.C. in the New Orleans area. Since June 1999, Mr. Ballard has also owned and managed City Blend, L.L.C. in the New Orleans area. From December 2001 to present, Mr. Ballard owned, managed and served as President of Wingery, L.L.C. in the New Orleans area. From August 2002 until May 2005, Mr. Ballard served as Founder/Co-President/Chief Executive Officer of Wingery, L.L.C. Since May 2005, Mr. Ballard serves as Founder/Co-Owner of WOW Cafe & Wingery Franchising Account, L.L.C. in Covington, Louisiana. Since June 2008 to present, Mr. Ballard is also a Principal and Member of the Board of Directors for New Orleans Brew, L.L.C. in Covington, Louisiana.

Board of Directors/Principal: Steven Ballard

From December 1997 to May 2002, Steven Ballard served as the Vice-President of Ballard Blend, L.L.C. and Royal Blend, L.L.C. in the New Orleans area and North Carolina. From May 2002 until August 2003, Mr. Ballard was the Chief Operations Officer for Wingery, L.L.C. From August 2003 until May 2005, Mr. Ballard was the Chief Operating Officer for Wingery, L.L.C. Currently, Mr. Ballard serves as Co-Owner of WOW Cafe & Wingery Franchising Account, L.L.C., a position he has held since May 2005. Mr. Ballard is also a Principal and Member of the Board of Directors for New Orleans Brew, L.L.C. Mr. Ballard has served in his present capacity since June 2008 in Covington, Louisiana.

Retail Brand Leader/Board of Directors/Principal: Torry Ballard

Since July 1995, Torry Ballard has been a co-owner and operator of Rain brew, L.L.C. in the New Orleans area. From June 1999 to 2002, Mrs. Ballard also worked for City Blend, L.L.C. in the New Orleans area. In June 2008, Mrs. Ballard accepted a position as Retail Brand Leader with New Orleans Brew, L.L.C. Mrs. Ballard is also a Principal and Member of the Board of Directors for New Orleans Brew, L.L.C. in Covington, Louisiana.

Chief Financial Officer: Jeffery Giavotella

From 1996 to 2003 Mr. Giavotella held various executive roles at Lifeguard International, an Air and Ground Ambulance Service, including Director of Marketing, Director of Finance, and later in his tenure, Vice President and Partner. From 2003 to 2007, Mr. Giavotella invested, owned, and operated various restaurant franchise concepts. In January of 2007, Mr. Giavotella joined WOW Cafe & Wingery as the Vice President of Finance and Technology. As of July of 2010, Mr. Giavotella was promoted to Chief Financial Officer. Since April 2011, Mr. Giavotella serves as Chief Financial Officer of New Orleans Brew, L.L.C.

President: Peter Boylan III

From May of 1995 to May of 2005, Peter Boylan III served as the Director of National Accounts for Coca-Cola Company. From May of 2005 to July of 2008, Mr. Boylan worked for Enterprise Media Networks as their Vice President of Sales. From August of 2008 to March of 2011, Mr. Boylan served as Executive Vice President of Sales & Marketing for NTN Communications. From April of 2011 to October of 2011, Mr. Boylan worked for Delphi Digital as their Vice President of Business Development. Since April of 2010, Mr. Boylan has served on the Board of Advisors for WOW Café & Wingery Franchising Account, LLC & New Orleans Roast, LLC; a position he currently holds. In October of 2011, Mr. Boylan joined New Orleans Roast, LLC as the Executive Vice President and Chief Development Officer. In June of 2016, Mr. Boylan was promoted to President of New Orleans Brew, LLC.

Executive Vice President & Chief Development Officer: David Mesa Jr., CFE

Prior to joining Ballard Brands, LLC Mr. David Mesa, Jr. had been with Planet Beach Franchising Corporation since December of 2003 progressively holding more executive roles at the world headquarters than any other executive, most recently serving as their President of Franchise Operations where he was instrumental in their growth from 60 to over 350 locations. Prior to joining Planet Beach, Mr. Mesa served eight years as Director of Business Operations for Allegis Group, the largest privately held staffing company in the United States, Mr. Mesa also served eight years in the United States Marine Corp. as an Air Traffic Controller. In March 2005, he received the designation of Certified Franchise

Executive (CFE) by the International Franchising Association for his work and study in the franchise industry and has maintained that designation to date. Mesa is also a member of the International Institute for Franchise Education.

Chief Roastmaster: Felton M. Jones, III

Mr. Felton Jones, III joined the PJ's Coffee production team in 1993 under the direction of Phyllis Jordan, PJ's Coffee's founder. From 1996-99, Mr. Jones moved to a position with Coffee House Inc. where he became General Manager of Coffee Operations and began his journey towards gaining Roastmaster status. In 1999, Mr. Jones returned to PJ's Coffee at the request of Phyllis Jordan to assume the position of VP of Wholesale Operations and Quality Control Manager. In 2003, Mr. Jones achieved his status as Roastmaster, and Coffee Buyer for PJ's Coffee. Mr. Jones is certified by the Specialty Coffee Association of America in green coffee purchasing and contracts, and now serves as Chief Roastmaster and Brand Ambassador for New Orleans Roast, LLC.

Vice-President of Operations: Patrick Shaheen

From July 2002 to April 2004, Mr. Shaheen served as Regional Director of Operations for Raving Brands under the Planet Smoothie Brand. From April 2004 through January 2006, Mr. Shaheen served as Business Development Manager for Reily Foods under the national Evamor Water Brand. Since January 2006, Mr. Shaheen has served as the Director of Operations for WOW Cafe & Wingery Franchising Account, L.L.C. in Covington, Louisiana. Mr. Shaheen currently serves as Vice President of Operations for New Orleans Brew, L.L.C. in Covington, Louisiana, a position he has held since June 2008.

Franchise Development Director: Ryan J. Stansbury, CFE

Before joining New Orleans Brew, L.L.C. in May of 2010, Mr. Stansbury worked for Planet Beach Franchising Corporation ("PBFC"). From August of 2001 to July 2004, Mr. Stansbury was a Franchise Licensing Representative for PBFC. From July of 2004 to May of 2008, Mr. Stansbury oversaw the Design & Construction Department of PBFC. In May of 2008, Mr. Stansbury became Director of Location Development for PBFC. During Mr. Stansbury's tenure with PBFC, he was instrumental in their growth from 50 locations to over 350 locations both domestically and internationally. In February 2007, he received the designation of Certified Franchise Executive (CFE) by the International Franchising Association for his work and study in the franchise industry and has maintained that designation to date. Currently, Mr. Stansbury serves as the Franchise Development Director for New Orleans Brew, L.L.C. in Covington, LA.

Marketing Director: Reid Nolte

From January 2003 until January 2006, Reid Nolte was a marketing and real estate analyst for Marrano Marc Equity in West Seneca, NY. From September 2005 until December 2005, Mr. Nolte served as a Marketing Manager and coordinator for RMI Promotions in Williamsville, NY. Since January 2007, Mr. Nolte has served as WOW Cafe's Marketing Assistant. Reid currently serves as the Marketing Director of New Orleans Brew, L.L.C. and WOW Cafe & Wingery, L.L.C. in Covington, Louisiana, a position he has held since 2008.

ITEM 3

LITIGATION

Pending Affiliate Actions:

None.

ITEM 4

BANKRUPTCY

PJ's Vice President of Operations, Patrick Shaheen, filed a bankruptcy petition under the liquidation provisions of Chapter 7 of the U.S. Bankruptcy Code on February 23, 2011. In re Shaheen, No. 11-10539 (E. D. La. 2011). On April 4, 2011, the bankruptcy court confirmed the trustee's petition of disclaimer and abandonment.

Other than the above, no bankruptcy is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Franchise Fee: The initial franchise fee can range from \$10,000 to \$30,000 depending on the type of model chosen. The initial franchise fee is payable when Franchisee signs the Franchise Agreement. The initial franchise fee is fully earned and non-refundable when paid, in consideration of the administrative and other expenses incurred by Franchisor entering into the Franchise Agreement, and for Franchisor's lost or deferred opportunity to enter into the Franchise Agreement with others. The initial franchise fee is based on the type of model chosen. Please review the table below to determine Franchisee's initial franchise fee:

Type of Model	Description	Initial Franchise Fee
Full Service Model	Full service unit between 1,000 – 2,200 square feet	\$30,000
Limited Service Model	500 – 1,000 square feet with a common eating area and possibly a common kitchen—i.e. airports, shopping malls, sports arenas, hotels, university campuses, health care facilities, government & military facilities	\$20,000
Special Contracts Full Service Model	Full service unit between 1,000 – 2,200 square feet	\$10,000 - \$15,000
Special Contracts Limited Service Model	500 – 1,000 square feet with a common eating area and possibly a common kitchen— i.e. airports, shopping malls, sports arenas, hotels, university campuses, health care facilities, government & military facilities	\$10,000 - \$15,000

Pre-Opening Purchases: Before opening for business, Franchisee must purchase the necessary PJ's Products and proprietary items from Franchisor and/or Franchisor's affiliate, New Orleans Roast, L.L.C.

Franchisor estimates that Franchisee's pre-opening costs for PJ's Products and proprietary items purchased from us and/or our affiliate will range from \$2,500.00 to \$5,000.00 per Unit.

ITEM 6

OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Full Service Model Royalty Fee ^{N1}	5.0% of gross sales	Automatically withdrawn 5 business days after prior week's end	Payable to PJ's; uniformly imposed; non-refundable
Limited Service Model Royalty Fee ^{N1}	6.0% of gross sales	Automatically withdrawn 5 business days after prior week's end	Payable to PJ's; uniformly imposed; non-refundable
Special Contracts Limited Service Model Royalty Fee ^{N1}	3.0% - 6.0% of gross sales	Automatically withdrawn 5 business days after prior week's end	Payable to PJ's; uniformly imposed; non-refundable
Full Service Model Marketing Fee ^{N2}	2.0% of gross sales	Same as royalty fee	Payable to PJ's; uniformly imposed; non-refundable
Limited Service Model Marketing Fee ^{N2}	2.0% of gross sales	Same as royalty fee	Payable to PJ's; uniformly imposed; non-refundable
Special Contracts—Full Service Model Marketing Fee ^{N2}	No fee for this model	Not applicable	Not applicable
Special Contracts—Limited Service Model Marketing Fee ^{N2}	No fee for this model	Not applicable	Not applicable
Advertising Cooperatives ^{N3}	1.0% up to 3.0% of gross sales	Established by cooperative	As designated by Franchisee's cooperative
Interest on late payments	Prime plus 2.5% per annum or the maximum rate allowed by the applicable federal and/or state law.	Immediately	Payable to PJ's; non-refundable
Training Fees ^{N4}	No fee charged for initial	Additional training	Additional training

Type of Fee	Amount	Due Date	Remarks
	training programs. After first training program, additional training sessions may either be requested by the franchisee or mandated by PJ's. This fee could be between \$2,500 and \$8,000.	programs—as incurred before commencement of program.	programs-Payable to PJs
Refurbishment Costs ^{N5}	\$20,000 - \$65,000	After the first 3 years of opening of the Unit but no more than twice during the initial Term of the Franchise Agreement	Payable to approved contractor/vendor
Audit Fees ^{N6}	\$2,500 - \$8,000	After audit and gross sales are determined to be understated by 5% or more	To designated auditor
Transfer Fees ^{N7}	\$12,500	Payable at time of transfer	Payable to PJ's when, and if, Franchisee transfers Franchisee's franchise; uniformly imposed; non-refundable
Renovation/Design Construction Plans ^{N8}	\$1,500 - \$10,000	As incurred	Payable to PJ's and/or approved/designated architecture firm
Returned Checks ^{N9}	\$50 for each occurrence	As incurred	Payable to PJ's
Charge for Inspection and Testing of Proposed Suppliers	\$ 0 -\$1,000	As incurred – See Item 8	Payable to proposed supplier
Replacement Fee for Manuals	\$500 for Operations Manual; \$250 for each other Manual	Upon replacement of manual for loss, theft or destruction	Payable to PJ's
Upgrade and Update POS/DATA System Costs	\$5,000 - \$10,000	As incurred	Payable to approved contractor/vendor
Gift Card Program	\$35 monthly fee	Monthly	Payable to approved vendor

Type of Fee	Amount	Due Date	Remarks
Loyalty Program	\$50 monthly fee	Monthly	Payable to approved vendor
Early Termination Fee	The average monthly Royalty and Marketing Fees during the preceding 12-month period multiplied by the number of months remaining in the term of the franchise agreement.	30 days prior to the early closing of the store.	Franchisee must provide PJ's with 90 days' written notice of the termination of Franchisee's franchise agreement
Annual Convention	\$800 - \$2,000	As incurred	This includes the registration fee, cost of travel and lodging. It does not take into account miscellaneous expenses such as food and entertainment. Travel expenses may vary depending on your point of origin.
Annual Convention Penalty	\$500.00	As Incurred	Payable to PJ's

NOTES:

General Comments:

All fees must be payable to Franchisor. Unless otherwise stated, these fees are non-refundable. During the term of the Franchise Agreement, Franchisor may offer additional services not currently contemplated, for which Franchisor may charge a fee. Franchisor will automatically withdraw all fees from Franchisee's bank account on a weekly or monthly basis.

(1) **Royalty Fee:** Franchisee must pay the appropriate percentage of Franchisee's weekly gross sales to Franchisor beginning the date Franchisee opens for business. This payment or withdrawal will be made within five (5) business days of week's end. The term "gross sales" shall mean the amount of sales of all products and services sold in, on, about, from, or from such other place for Franchisee's PJ's Unit, whether for cash or on a charge, credit or time basis, including the reasonable market value of any goods or services sold or traded in any barter or trade transaction, without reserve or deduction for inability or failure to collect. "Gross Sales" is intended to include income of every kind and nature related to Franchisee's PJ's Unit. Where not prohibited by law, gross sales shall mean and include all net revenue earned as a result of video gaming, including video poker and video bingo. "Gross sales" shall not include the amount of any excise or sales tax levied on retail sales and payable over to the appropriate governmental authority. In computing gross sales, Franchisee may deduct the amount of over-rings, refunds, allowances, or discounts to customers (including coupon sales) if these amounts have been

included in gross sales and if Franchisee complies with the requirements, including time limits, established by Franchisor, in writing, regarding reporting and taking credits against gross sales.

(2) System Fee: Franchisee must pay the appropriate percentage of Franchisee's weekly gross sales to Franchisor beginning the date Franchisee opens for business for a System Fee. This payment or withdrawal will be made within five (5) business days of week's end.

(3) Cooperative Fee: Franchisee shall be required to participate in a marketing and promotional cooperative ("Cooperative") with other PJ's franchisees. Upon becoming a member of a Cooperative, Franchisee must pay the appropriate percentage of Franchisee's weekly gross sales to the Cooperative.

(4) Training Fees: Franchisee must pay all personal expenses incurred by Franchisee or Franchisee's employees in training programs, including costs and expenses of transportation, lodging, meals, wages, and employee benefits. Franchisor will not charge for the attendance up to three persons representing Franchisee at the initial franchise management training program.

(5) Refurbishment Costs: Franchisor may ask Franchisee to refurbish, remodel or modify Franchisee's PJ's Unit at Franchisee's expense after the first three (3) years of opening of the PJ's Unit but no more than twice during the initial Term of the Franchise Agreement to conform to the then-current building design, trade dress, equipment specifications and color schemes. The cost of each refurbishment depends upon the extent and amount of work performed. These costs are estimated to range between \$20,000.00 and \$65,000.00.

(6) Audit Fees: Franchisor has the right to review the financial statements submitted by Franchisee. If it is determined by an independent certified public accountant that the amount of gross sales was understated by more than five percent (5%), then Franchisee is responsible to pay all accountant's fees incurred by Franchisor. The cost of this audit is estimated to be \$2,500.00 - \$8,000.00 but the cost will vary depending on the amount of work performed by the accountant.

(7) Transfer Fee: If the transfer of Franchisee's PJ's Unit results in a transfer of control, Franchisee must pay Franchisor \$12,500.00.

(8) Renovation/Design Construction Plans: Franchisee must pay the fees and costs associated with obtaining the plans necessary to complete the refurbishment described in Note 5 above. The fees and costs associated with the renovation construction plans will vary. Franchisee must use a licensed and insured general contractor for all construction and remodeling on the interior or exterior of the franchised location. Costs are estimated to be \$1,500.00 - \$10,000.00.

(9) Returned Checks: Franchisee must pay \$50 to Franchisor for each check Franchisee issued to Franchisor that is returned by the bank due to insufficient funds, plus all other damages allowed by applicable statute. Franchisor reserves the right to seek these penalties, attorney's fees and cost as permitted by law.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

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(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Initial Franchise Fee	\$10,000 - \$30,000	Lump Sum	Upon signing of franchise agreement	Franchisor
Real Estate Lease for Premises ^{N1}	\$7,500 - \$25,000	As arranged	As arranged	Landlord
Furniture, Fixtures, and Equipment ^{N2}	50,000 - \$150,000	As arranged	Before opening	Approved Suppliers
Opening advertising	\$5,000	As arranged	Within first month of opening	Advertising
Training expenses ^{N3}	No charge for initial training of three managers.	As arranged	Monthly	Franchisor
Travel and living expenses while training ^{N4}	\$3,500 - \$7,000	As arranged	Before opening	Airlines, hotels and restaurants
Insurance ^{N5}	\$2,400 - \$5,000	As arranged	Before opening	Agent/company of Franchisee's choice
Other prepaid expenses, such as deposits, licenses and various permits ^{N6}	\$1,000 - \$3,500	As arranged	Before opening	Suppliers and Government Agencies
Opening inventory ^{N7}	\$9,000 - \$12,000	As arranged	Before opening	Franchisor and Suppliers
Signage	\$4,000 - \$18,000	As arranged	Before opening	Approved Suppliers
Leasehold improvements ^{N8}	\$50,000 - \$200,000	As arranged	Before opening	Approved Licensed Contractor

Small wares	\$3,000 - \$5,000	As arranged	Before Opening	Approved Suppliers
POS System & Back-office Computer System	\$5,500 - \$12,000	As arranged	Before Opening	Approved Suppliers
Legal, accounting & organizational costs	\$4,500 - \$7,000	As arranged	As arranged	Government, Attorneys, Accountants
Additional funds ^{N9} - - 3 months	\$27,500	As arranged	As arranged	Suppliers, Employees
Construction Drawings ^{N12}	\$1,500 - \$20,000	As arranged	As arranged	Franchisor and/or Approved Suppliers
TOTAL	\$184,400 - \$527,000			

NOTES:

General Comments. The above figures are estimates of the complete investment in establishing Franchisee's PJ's Unit and it is possible to significantly exceed these costs in any of the areas listed above. Franchisee's actual investment will depend upon many different factors like location, amount of space leased, amount of leasehold improvements, and Franchisee's ability to efficiently manage and coordinate the construction and opening of Franchisee's PJ's Unit. The amounts paid to Franchisor are non-refundable unless otherwise stated. The refund ability of amounts paid to third parties depends upon Franchisee's negotiations with these parties. The following notes are integral to the understanding of the financial commitment required to successfully establish and operate Franchisee's PJ's Unit. Franchisee should review the notes thoroughly.

(1) Real Estate Lease for PJ's Unit. Locations for PJ's Units are typically within shopping strip centers and suburban shopping areas. Typically, Franchisee would lease an existing location in a shopping strip center or other freestanding building and remodel the location to conform to the current design specifications of Franchisor. Franchisee may also lease the land and an existing facility and convert the facility to Franchisee's PJ's Unit or enter into a build-to-suit lease under which lease the landlord agrees to construct a structure which is used as Franchisee's PJ's Unit and lease the land and the building back to Franchisee. Franchisee may also purchase the land and build the facility itself. The cost of land may vary dramatically depending upon a multitude of factors and it varies by city and region. Franchisor has not included costs for land acquisition or construction of a building. Franchisee must perform a thorough investigation in Franchisee's local area concerning land, site, leasehold and construction costs. These costs may vary significantly from location to location and are dependent upon factors such as the general cost, location and availability of commercial real estate in Franchisee's market area and the amount of space desired.

Lease payments vary considerably depending upon regional and local factors and the type of lease negotiated by Franchisee. For a typical PJ's Unit, Franchisee must lease approximately 1,000 to 2,200 square feet of space. Lease payments for a typical PJ's Unit usually range from \$1,875 to \$6,250 per month depending upon the size, location and market demand for the property. The rate may be higher for

regional mall sites or locations in high demand. Franchisor estimates that the range (\$7,500 to \$25,000) given will cover a deposit and initial three month's rent.

(2) Furniture, Fixtures and Equipment. Franchisor will provide a complete list of furniture, fixtures and equipment needs and specifications. Franchisor estimates that the range given will also be enough to purchase the initial decor package and other miscellaneous equipment. The decor package and equipment must comply exactly with the designer and/or architectural plans specified by Franchisor.

(3) Training expenses. Franchisor provides instructors and instructional materials for up to three managers at no cost. However, Franchisee must arrange for Franchisee's own transportation, lodging, and meals for Franchisee and for any costs incurred by associates. Franchisee or Franchisee's manager must attend approximately five (5) to eight (8) days of management training in the Greater Metro New Orleans, Louisiana market.

(4) Travel and living expenses while training. These costs will depend on the distance Franchisee must travel, the type of accommodations, the number of attendees and any wages paid by Franchisee to the associates attending training. The costs listed include estimates for reasonably priced transportation, lodging and meals for three people. The costs do not include wages paid for associates or employees attending training, local restaurants or other attractions in the Greater Metro New Orleans, Louisiana area, which can significantly increase Franchisee's costs and affect the quality of Franchisee's training.

(5) Insurance. Franchisee must procure comprehensive liability, property and other types of insurance coverage as provided in Franchisee's Franchise Agreement, Franchisee's lease and as may be required by law. The estimate given in the chart is for the first year's premium for a customary comprehensive general liability policy in the amount of One Million Dollars (\$1,000,000.00) per occurrence, business interruption insurance, and One Million Dollars (\$1,000,000.00) aggregate with full replacement value of business contents coverage. Franchisee also must list New Orleans Brew, LLC as an additional named insured.

(6) Other prepaid expenses. These costs include installation charges and deposits for a business telephone line, utilities, occupational licensing, health and other permits, and, in some areas, zoning or impact fees.

(7) Opening inventory. Franchisor estimates that the range given will be sufficient to cover a supply of food and beverages, menus, uniforms and other supplies for the opening of Franchisee's PJ's Unit.

(8) Leasehold improvements. The cost of the leasehold improvements typically ranges from \$52,000 to \$200,000 depending upon the requirements of the city and/or state in which Franchisee is building. The cost of the improvements will vary depending upon the condition and type of building leased and the willingness of the lessor or owner to contribute to the construction or remodeling of Franchisee's PJ's Unit. Costs could exceed the estimates provided if remodeling is extensive and the lessor or owner does not contribute significantly to the costs of remodeling Franchisee's PJ's Unit. Franchisor will provide a complete list of improvements and design and decor criteria for Franchisee's PJ's Unit. Franchisee must use a licensed and insured General Contractor for all construction and remodeling on the interior and exterior of the franchised location.

(9) Additional funds. This amount reflects the minimum suggested amount of additional funds Franchisee will need for the first three months Franchisee operates Franchisee's PJ's Unit. This amount includes the following items: salaries and wages, payroll taxes, advertising, product purchases, payment of royalties, uniforms, utility bills, ongoing professional fees, freight and other miscellaneous administrative and operating expenses.

(10) Total investment. Franchisor relied on its prior experience in this business to compile these estimates.

(11) Financing. Franchisor does not offer, either directly or indirectly, financing to Franchisee for any items.

(12) Construction Drawings: Franchisee must obtain construction drawings and make certain improvements and modifications to the particular building Franchisee leases to conform to the decor and design of other PJ's Units. The cost of the construction drawings typically ranges from \$1,500 to \$20,000, depending upon the project scope, size of the project and requirements of the city and/or state in which Franchisee is building. Franchisor may offer the service of preparing pre-construction drawings to aid the preparation of the complete construction drawing set. The pre-construction drawings may include existing and proposed floor plan, reflected ceiling plan, equipment and furniture plan, finishes and details and typical elevations plan. The fee for the pre-construction drawings prepared by Franchisor ranges from \$500 to \$2,500.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Designated Suppliers and Specifications.

To maintain the reputation, goodwill, high standards, quality and uniformity of our System, Franchisee must purchase services, products and supplies which meet certain specifications. These specifications may include minimum standards for building size, leasehold improvements, zoning, lease provisions, location criteria, qualifications of architects or contractors, signs, equipment, quality, quantity, delivery, performance, design, appearance, durability, style and other related restrictions. Franchisee must also use only the standard forms approved by Franchisor and use the display sales, marketing and promotional material provided in the manner and for the time periods designated by Franchisor. Franchisee must ensure that all items and printed materials used in Franchisee's PJ's Unit bears the Proprietary Marks in the manner required by Franchisor. Franchisor considers these specifications to be of critical importance to the success of the System. These specifications are listed in the Manuals or are otherwise provided to Franchisee in writing. These specifications may be revised by Franchisor. If a supplier does not meet our specifications stated in the Manuals or as provided to Franchisee in other written materials, Franchisor may require Franchisee to stop using that supplier.

Purchases from Designated and/or Approved Suppliers or Distributors:

Franchisee must purchase or lease all equipment, inventory, supplies, products and materials required for the operation of Franchisee's PJ's Unit in accordance with specifications set by Franchisor and from approved suppliers, except for general office supplies & equipment and other general business items. These items must be purchased from the designated and/or approved suppliers as listed in the Manuals. Franchisee must purchase the designated proprietary items manufactured for Franchisor from New Orleans Roast, L.L.C. ("Roast") or other companies designated by Franchisor. Roast is Franchisor's authorized roasting facility and production company that allows for the distribution of uniform specialty coffee products throughout the System. Roast is an affiliate of Franchisor. Our principals/owners, Paul Ballard, Torry Ballard, Steven Ballard, and Scott Ballard, own an interest in Roast.

Designated suppliers and vendors allow for the ability to obtain discounts on volume purchasing from manufacturer sources. Franchisor considers Franchisee's use of the designated products essential to the success of the System. Franchisor may, at any time, change the source of these designated products. Franchisor estimates that Franchisee's purchases from approved suppliers will be approximately 76% of

Franchisee's total investment and 45% of Franchisee's ongoing expenses in the operation of Franchisee's PJ's Unit. For Franchisee's benefit, Franchisor negotiates purchase arrangements, including favorable pricing and/or terms, with designated or approved suppliers. Franchisee does not receive material benefits from Franchisor if Franchisee uses designated or approved suppliers. However, purchasing or leasing from unapproved suppliers or using products that do not meet Franchisor's specifications is a default of Franchisee's Franchise Agreement, and Franchisor may terminate Franchisee's Franchise Agreement and/or pursue its other remedies available to it under the Franchise Agreement. A default under Franchisee's Franchise Agreement may also be cause for Franchisor to not renew Franchisee's Franchise Agreement or disqualify Franchisee from opening additional franchises. Franchisor estimates that Roast's revenue from sales of required purchases by franchisees under the System will be approximately 25% of Roast's total revenue in 2017.

Franchisor is not an approved supplier for any product or service.

Franchisee should be aware that there might be price increases in any or all of the items Franchisee must purchase from our suppliers or distributors. Costs of goods from designated or approved suppliers may fluctuate from month to month. The volume of purchases, usage, vendor minimums, inventory turns, market demand and other similar factors determines prices charged to Franchisee. Additionally, freight charges may not be uniform for all locations. Freight charges will depend upon the location of Franchisee's PJ's Unit from supplier or distributor's warehouse and the number of other PJ's Units in Franchisee's area. When entering new markets Franchisee should be aware that Franchisee's freight costs may be higher than costs for PJ's Units in other markets and should adjust Franchisee's cost projections accordingly. Franchisor does not know of any pending price increases, but Franchisor cannot guarantee that increases will not occur.

Approval of Alternative Suppliers/Compliance with Specifications.

If Franchisee desires to purchase any items from an unapproved supplier that Franchisee believes meets the specifications of Franchisor, Franchisee and the supplier must submit to Franchisor a written request for approval. Franchisor must advise Franchisee within ninety (90) days whether these items meet its specifications. The time for approval may vary depending upon the amount of research, testing, cooperation from suppliers and other factors involved in approving the items. Franchisor's approval shall not be unreasonably withheld. Franchisor may require that its representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered to Franchisor or its designee for inspection. Franchisor reserves the right to re-inspect the facilities and products of any previously approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's standards and specifications.

If Franchisee obtains services from third-party providers, Franchisor will have the right to review the terms and conditions of Franchisee's arrangements and require additional information about the business background and qualifications of the providers, including personal interviews with individuals providing the services. If any third party obtains access to confidential information, Franchisor may require, as a condition of approval of the provider, the signing of confidentiality and non-competition agreements in a form satisfactory to Franchisor. Franchisor may disapprove any provider, upon written notice to Franchisee, which does not demonstrate an ability to comply with the standards established for the System and to meet our needs promptly and reliably. Franchisor considers the following general criteria in determining whether a supplier will be approved: ability to produce or deliver the products, services, supplies or equipment in accordance with Franchisor's standards and specifications for quality and uniformity; production and delivery capabilities and ability to meet supply commitments; integrity of ownership (to ensure that the supplier's association with Franchisor would not be inconsistent with Franchisor's image or damage Franchisor's goodwill); financial stability; meets minimum standards of licensing, insurance and regulatory requirements; and the negotiation of a mutually satisfactory agreement

to protect Franchisor's intellectual property. Franchisor's criteria for specific types of suppliers are either made available to Franchisee in the Manuals or will be made available to Franchisee upon written request.

Franchisor maintains a written list of approved supplies (generally identified by brand name) and suppliers, which is updated and issued to Franchisee on a regular basis. Franchisor does not provide confidential specifications to Franchisee or suppliers, except on a limited basis; however, if a product, equipment or other item does not meet Franchisor's specifications, Franchisor will provide a written explanation within a reasonable amount of time, depending upon the testing involved as described above, as to why the product or equipment does not meet Franchisor's specifications. Franchisor formulates and modifies specifications and standards by periodically performing tests on its products and equipment in relation to new products and equipment.

Revenues from Franchisee Purchases.

Franchisor expects to receive either directly or indirectly, revenue from suppliers based on purchases by Franchisees to cover Franchisor's expenses, overhead and profit. The revenue may be based on volume or per unit sales for purchases of coffee beans, teas, coffee products, syrups, paper products, or other products ("Rebate Products"). During Franchisor's last fiscal year that ended on December 25, 2016, Franchisor's revenue from suppliers based on purchases of Rebate Products by PJ's Units was approximately \$56,470 or 3.8% of Franchisor's total revenue of approximately \$1,469,892, based on Franchisor's audited financial statements of Franchisor's last fiscal year.

Cooperatives.

Franchisor does not have any purchasing or distribution cooperatives.

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists Franchisee's principal obligations under the Franchise Agreement and other agreements. It will help Franchisee find more detailed information about Franchisee's obligations in these agreements and in other items of this Disclosure Document.

Obligation	Section in Franchise Agreement or Addendum	Disclosure Document Item
a. Site selection and acquisition/lease	Articles 1.2, 1.3 and 1.4	Item 11
b. Pre-opening purchases/leases	Articles 6.4, 8.2, and 8.4	Items 6, 7 and 8
c. Site development and other pre-opening requirements	Articles 2, 3.2, 16.1 and 16.2	Items 6, 7, 8 and 11
d. Initial and ongoing training	Articles 3 and 13.2	Items 6, 7 and 11
e. Opening	Articles 1.2, 2, and 6.4	Items 7, 8 and 11
f. Fees	Articles 6 and 9.1	Items 5, 6, and 7

Obligation	Section in Franchise Agreement or Addendum	Disclosure Document Item
g. Compliance with standards and policies/Operating Manual	Articles 4 and 5.2	Items 8, 9, 16 and 17
h. Trademarks and proprietary information	Article 7	Items 13 and 14
i. Restrictions on products/services offered	Articles 4.5, 4.6, 5.1 and 5.2	Items 8 and 16
j. Warranty and customer service requirements	Articles 4.5 and 5.2	Not Applicable
k. Territorial development and sales quotas	Article 1	Item 12
l. Ongoing product/service purchases	Article 8	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Articles 4.4 and 5.4	Items 6, 8 and 11
n. Insurance	Article 16	Items 6 and 7
o. Advertising	Article 6	Items 6 and 11
p. Indemnification	Articles 7.4 and 19.1	Items 6 and 13
q. Owner's participation/management/ staffing	Article 3.2	Item 15
r. Records and reports	Article 9.2	Items 8 and 17
s. Inspections and audits	Articles 4.7, 5.6, 9.2 and 18	Items 6 and 11
t. Transfer	Article 13	Item 17
u. Renewal	Article 14	Item 17
v. Post-termination obligations	Article 15	Item 17
w. Non-competition covenants	Articles 1.1 and 10	Item 17
x. Dispute resolution	Article 20	Item 17
y. Personal Guaranty of all obligations of agreement	Articles 1.1, 14.1 and Attachment A	Item 15

ITEM 10

FINANCING

Franchisor does not offer direct or indirect financing. Franchisor does not guarantee Franchisee's note, lease or obligation.

ITEM 11

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

Except as listed below, Franchisor is not required to provide Franchisee with any assistance.

Pre-Opening Obligations

Before Franchisee opens Franchisee's PJ's Unit, Franchisor will provide:

Site Location Assistance and Approval: Franchisor will provide Franchisee with general site selection criteria and guidance in the selection of an acceptable site. Franchisor does not own any of the location premises currently leased and has no present intention to do so.

The franchise is granted for a location to be approved by Franchisor. Franchisee alone must locate a site for Franchisee's PJ's Unit which site must be accepted by Franchisor. Franchisor will evaluate and accept the location of Franchisee's PJ's Unit if it meets Franchisor's minimum site and lease requirements (Franchise Agreement - Article 1.4). Franchisor's acceptance will not be unreasonably withheld. Franchisor does not warrant or guarantee the success of a particular location. Franchisor will evaluate Franchisee's proposed locations as soon as reasonably possible in accordance with the procedures in the PJ's Manual or as may be provided in other writings by Franchisor. Factors considered by Franchisor in reviewing and accepting proposed sites include population density, demographics, size of the premises, rent, available parking, traffic count and patterns, ease of access, economic and population growth trends, PJ's market penetration and proximity to other businesses, including other PJ's Units. Franchisor also considers whether the lessor will agree to the Franchisor's permitted use language and other required lease provisions.

Franchisor must approve or disapprove the proposed site within thirty (30) days after Franchisee submits a written summary of the lease terms and other information available for the proposed site. If Franchisor determines that the location is not acceptable at that time or is too close to another PJ's Unit, the site will not be accepted and Franchisee must locate a new site for Franchisee's PJ's Unit. Failure to acquire a site acceptable to Franchisor for Franchisee's PJ's Unit and open the PJ's Unit within one year of the Effective Date of Franchisee's Franchise Agreement will be considered a default of Franchisee's Franchise Agreement and is grounds for termination. (Franchise Agreement – Articles 1.3, 1.4).

Review of Lease: Franchisor will review the lease for the proposed location of Franchisee's PJ's Unit to ensure that provisions required by Franchisor are included in the lease and that the terms of the lease are generally acceptable to Franchisor. Franchisee alone must negotiate the business and financial terms of Franchisee's lease (Franchise Agreement - Article 1.4). Franchisor recommends that Franchisee have Franchisee's own legal counsel review Franchisee's lease.

Approved Plans and Specifications: Franchisor will provide Franchisee with the specifications and layouts for the structures, equipment, furnishings, decor and signs identified with PJ's Units and approved suppliers and specifications for products and supplies (Franchise Agreement – Articles 8, 18.1).

Franchisor may provide or deliver some of these items directly to Franchisee. Franchisee must hire an architect approved by Franchisor for the preparation of Franchisee's construction plans and specifications.

Review of Final Site and Construction Plans: Franchisor will review Franchisee's final site plans and approve the decor and layout for conformity to the construction standards and specifications of the System (Franchise Agreement - Articles 1.4, 17.1).

Manuals: Franchisor will loan Franchisee one copy of the PJ's Confidential Operations Manual and other manuals that Franchisor makes available to all franchisees (Franchise Agreement - Article 17.1).

Training: Franchisor will train Franchisee's personnel to operate Franchisee's PJ's Unit (Franchise Agreement - Articles 3, 18.1). This training is described in detail later in this Item.

Post-Opening Obligations

During the operation of Franchisee's PJ's Unit, Franchisor will provide:

On-Site Assistance: Franchisor will provide Franchisee with on-site assistance upon the opening of Franchisee's PJ's Unit. During the opening of Franchisee's PJ's Unit Franchisor, at Franchisor's expense, will provide at least one (1) Franchisor representative to Franchisee at Franchisee's PJ's Unit to facilitate the opening of Franchisee's PJ's Unit. The number of days of this on-site visit may vary, but a Franchisor representative will normally be on-site five (5) to seven (7) days (Franchise Agreement – Article 17.1).

Marketing and Advertising Guidance and Approval: Franchisor will provide Franchisee with materials and advice to support Franchisee's marketing and advertising efforts (Franchise Agreement – Article 5.3, Article 6). Franchisor will also approve or disapprove all advertising and promotional materials Franchisee proposes to use. Franchisor shall respond to any request for approval or disapproval of advertising and promotional materials within thirty (30) days of its receipt. Marketing and advertising is explained in more detail below.

Guidance: Franchisee may contact Franchisor's representatives on a periodic or as-needed basis to receive guidance concerning the operation of Franchisee's PJ's Unit (Franchise Agreement - Article 18.1). Franchisor will also provide information to Franchisee about changes and modifications to the System and Manuals, advertising & marketing activities and provide Franchisee with forms for required reports Franchisee must submit to Franchisor (Franchise Agreement – Articles 4.2, 18.1). Franchisor will periodically, as it considers necessary, inspect Franchisee's supplies, merchandise, methods of service and merchandising and speak with Franchisee and Franchisee's employees to ensure Franchisee is complying with Franchisee's agreements, Manuals and the standards established for the System (Franchise Agreement - Article 4.7). Franchisor will not provide any legal or accounting services or advice at any time.

Additional Training: Franchisor will periodically, as it considers necessary, provide Franchisee with advanced training in operating Franchisee's PJ's Unit (Franchise Agreement - Article 3).

New Products and Services: Franchisor will evaluate and consider for approval the products or services Franchisee submits for approval for use in Franchisee's PJ's Unit (Franchise Agreement - Articles 8.2, 8.3).

Marketing

System Funds: Franchisee must pay two (2%) percent of Franchisee's weekly gross sales to Franchisor's system fund ("System Fund") (Franchise Agreement- Article 6.1). If Franchisee becomes part of a

Franchisor approved regional marketing cooperative (“Cooperative”), Franchisee must pay additional one (1%) percent to three (3%) percent of Franchisee’s weekly gross sales to the Cooperative (Franchise Agreement—Article 6.2). If Franchisee are not part of a Cooperative, Franchisee must dedicate and spend one (1%) percent to three (3%) percent of Franchisee’s weekly gross sales on local advertising (Franchise Agreement—6.3). Franchisee must contribute the required amount to the System Fund and the Cooperative. Because of market conditions and location, certain franchise and license agreements with major beverage & food service organizations or atypical locations may or may not require a contribution or the same amount of contribution to the System Fund. Outside vendors and suppliers may contribute to the System Fund or a Cooperative in exchange for promoting their products or using their services. These agreements are negotiated on an individual basis as the opportunity arises by Franchisor or a representative of the System Fund or Cooperative.

(i) The System Fund. The System Fund will be maintained and administered by Franchisor or a third party designated by Franchisor. Franchisor will direct all advertising, promotional and marketing programs with sole discretion over the concepts, materials and media used in the related programs and their placement allocation media purchases. PJ’s may create a Franchise Advisory Board (“Board”) made up of franchisees elected by the franchisee community. The Board will serve in an advisory capacity role only to provide input on advertising programs and policies and other new and existing programs of Franchisor. Franchisor will have the authority to change or dissolve the Board at any time without reason. The funds collected are intended to maximize general public recognition and acceptance of the Proprietary Marks and the overall PJ’s Brand Awareness for the benefit of all Franchisees, and Franchisor is not obligated in administering the funds to make expenditures for Franchisee which is equivalent or proportionate to Franchisee’s contribution or to ensure that Franchisee or any particular franchisee or Cooperative benefits directly or is prorated from expenditures by the System Fund. Franchisor does not have to spend any amount on advertising in Franchisee’s area.

The System Fund will be used to meet costs of administering and preparing sales, advertising, promotional and marketing activities. These costs may include creating, producing, placing, and conducting television, radio, and print advertising campaigns; creating, producing and distributing promotional materials for use in the PJ’s Unit, like signs and posters, direct mail, promotional brochures, and outdoor billboard advertising; marketing surveys and research; public relations activities; and employing advertising agencies and consultants. The coverage of the media is local, regional and national in scope. Franchisor will engage outside marketing, advertising and graphic design companies to perform and coordinate most of the marketing and advertising activities listed above for PJ’s. All funds not spent will be kept for use the following year. Franchisor estimates the System Fund will annually spend approximately 75% of its funds on the production of advertisements and other promotional materials, and 25% for general cost, administrative cost and overhead expenses.

All sums paid by Franchisee into the System Fund shall be kept in accounts separate from the other monies of Franchisor and shall be used to defray reasonable general cost, administrative costs and overhead as Franchisor may incur in activities reasonably included in the administration and direction of the System Fund and advertising programs for Franchisee and the System. Franchisor or its designees shall maintain separate bookkeeping accounts for the System Fund.

A statement of the operations of the System Fund as shown on its books will be prepared annually and will be made available to Franchisee upon written request. An audited statement will not be prepared.

Although the System Fund is intended to be of perpetual duration, Franchisor maintains the right to terminate the System Fund. The System Fund will not be terminated until all monies in the System Fund have been expended for the purpose described above or returned to contributors on a prorated basis of their contributions. Currently there are no Franchisor-owned PJ’s Units. If Franchisor owns PJ’s Units in

the future, all Franchisor-owned PJ's Units will contribute to the System Fund on the same basis as other Franchisees.

(ii) Local Advertising Cooperatives: Franchisor may, in its sole discretion, establish local marketing cooperatives for the common benefit of all PJ's franchisees. Franchisor has the right, in its sole discretion, to designate any geographical area for purposes of establishing a regional marketing and promotional cooperative ("Cooperative"), and to determine whether Franchisee must participate in a Cooperative. If a Cooperative has been established applicable to Franchisee's PJ's Unit at the time Franchisee begins operating, Franchisee must immediately become a member of that Cooperative. If a Cooperative applicable to Franchisee's PJ's Unit is established at any time during the term of Franchisee's Franchise Agreement, Franchisee must become a member of that Cooperative no later than 30 days after the date on which the Cooperative begins operation. If the PJ's Unit is within fifty (50) miles of more than one Cooperative, Franchisee is required to be a member of only one such Cooperative. The following provisions will apply to each Cooperative:

- a) Each member of the Cooperative must contribute one (1%) percent up to three (3%) percent of its weekly gross sales for each and every week of its operations to the Cooperative ("Cooperative Fee");
- b) Each Cooperative will be organized and governed in a form and manner, and will commence operation on a date, approved in advance by Franchisor;
- c) Each Cooperative will be organized for the exclusive purpose of administering regional marketing and advertising programs and developing, subject to Franchisor's approval, standardized marketing materials for use by the members in local marketing;
- d) All activities and contributions to the Cooperative shall be determined by a majority vote of the members in the Cooperatives; and
- e) No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without PJ's prior written approval. All such plans and materials shall be submitted to: PJ's Marketing Department, Attention: Director of Marketing, 180 New Camellia Blvd, Suite 100, Covington, LA 70433.

Franchisor may elect to pay all or a portion of the System Fund to a Cooperative. If Franchisor elects to do so and if one of the following events occurs and is not resolved by the Cooperative, then Franchisor reserves the right to exercise sole decision-making power over the System funds: (i) if a Cooperative ceases functioning; or (ii) an impasse arises because of the inability or failure of the Cooperative members to resolve any issue affecting the establishment or effective functioning of an individual Cooperative; or (iii) a Cooperative fails to function in a productive or harmonious manner; or (iv) a Cooperative is unable to approve any advertising program within a reasonable time not to exceed 30 days.

Affiliates of Franchisor that operate PJ's Units must contribute to the Cooperative on the same basis as other members. Because of market conditions and location, certain franchise and license agreements with franchisees or licensees with major food service organizations or atypical locations may or may not require a contribution or the same amount of contribution to the Cooperative.

It is anticipated that all contributions to and earnings of the System Fund and Cooperatives will be expending during the taxable year in which the contributions and earnings are received. If excess amounts remain in the System Fund or any Cooperative at the end of the taxable year, all expenditures in the following taxable year shall be made first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from contributions. (Franchise Agreement – Article 6.3).

Local Advertising: For the grand opening of Franchisee's PJ's Unit, Franchisee must spend a minimum of \$5,000 in local advertising, marketing and brand building. (Franchise Agreement – Article 6.5).

All advertising, promotional and marketing activities conducted by Franchisee in Franchisee's local market area will be subject to the prior approval of Franchisor. Franchisee must submit to Franchisor (by personal delivery or certified mail, return receipt requested) all local advertising, promotional and marketing plans and samples of all local advertising materials not prepared or previously approved by Franchisor. If Franchisee does not receive written disapproval within 15 business days after the date of receipt by Franchisor, Franchisee's plans and materials will be deemed approved. If any plans or materials previously approved by Franchisor are later disapproved, Franchisee must discontinue their use promptly upon notice from Franchisor.

Gift Cards and Promotional Programs

Franchisee must participate in Franchisor program for gift cards and gift certificates ("Gift Cards"). Franchisee must offer Gift Cards to Franchisee's customers and honor all Gift Cards presented to Franchisee as payment for products, regardless of whether the Gift Card was issued by Franchisee's or another PJ's Unit. Franchisee must sell, issue, and redeem Gift Cards in the manner described in the Manual or otherwise in writing by a third-party service provider.

Unless otherwise provided by state law, upon the expiration of any Gift Card all unused funds shall become the property of Franchisor and at the Franchisor's discretion, unused funds may be distributed to participating Franchisees.

Franchisee must pay the monthly fees that may be required by the vendor of the Gift Card system. The current fees are described in Item 6 and may be periodically revised. Franchisee may not sell, issue, or redeem gift certificates other than gift cards approved by Franchisor in writing.

Customer Loyalty Program(s)

Franchisee must participate in Franchisor customer loyalty program(s) designated by the Franchisor. Franchisee must pay fees associated with the loyalty program(s).

Computer Systems

Computer Hardware & Software. Franchisee must purchase the POS system currently approved by PJ's, or other POS system that Franchisor may require in the future. (Franchise Agreement-18.4). The POS system must be purchased from a Franchisor's approved supplier. Various manufacturers provide reasonably equivalent POS systems that perform the same functions; however, the use of any other POS system must be approved in advance by Franchisor. The POS System and network must be secure and PCI compliant to protect customer credit card information. Optional equipment upgrades are also available for additional fees. Units with a drive-thru must have two POS systems. Franchisor will have unlimited independent access to Franchisee's POS system data, including receipts, reports, and sales information (Franchise Agreement—Article 11.3). Franchisee will be provided with specifications and initial training in Franchisee's POS system, but Franchisor is under no obligation to assist Franchisee in obtaining the above items. If the POS system must be upgraded or updated, Franchisee agrees to pay all reasonable and necessary expenses, fees and costs (Franchise Agreement—Article 18.4). The estimated cost for upgrades or updates to the POS system is \$5,000 - \$10,000. Franchisee must purchase or lease all equipment necessary to accept designated credit or debit cards. The estimated cost for a full-service register system is \$5,500 - \$12,000. This price may decrease or increase depending on the model chosen.

POS system training is mandatory and is included in the system price. Franchisee may be required to purchase a back-office computer system including a network switch and laser printer. The estimate for the back-office computer system is \$1,200 - \$1,600. Franchisee may be required to purchase a video monitor. The estimated cost of the video monitor is \$1,000 - \$3,000.

Electronic Funds Transfer. Franchisees are required to pay all fees due under the Franchise Agreement by automated bank draft. Franchisee must sign the Direct Debit Authorization form (Exhibit D) before opening for PJ's Unit. This form allows Franchisor to draft royalty payments, System Fees, training fees or other fees due under Franchisee's Franchise Agreement directly from Franchisee's bank account.

Manuals

Franchisor will loan Franchisee a copy of our Operating Manual and any other publications ("Manuals") that contain mandatory and suggested specifications, standards, and procedures. These Manuals are confidential and remain our property. Franchisor will modify the Manuals, but the modifications will not alter Franchisee's status and rights under the Franchise Agreement (Franchise Agreement—Article 4.2). The tables of contents of all Franchisor's Manuals are attached to this Disclosure Document as Exhibit G.

Training Program

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-job Training	Location
Management Training	15-15	25-41	Greater Metro New Orleans, Louisiana
Field Training	5-8	35-48	Franchisee's PJ's Unit
Additional Training (Management and Field)	10- 20	10-20	Franchisee's State or Greater Metro New Orleans, Louisiana

Our training programs are under the direction of Mr. Patrick Shaheen. Mr. Shaheen has over 20 years of operations training experience. Mr. Shaheen's employment background is described in Item 2 of this Disclosure Document.

The instructional materials for our training programs include videos, handouts, the Operations Manual, on-line computer training, and test that Franchisor may require Franchisee and Franchisee's managers and employees to take.

Initial Management Training. Franchisee must attend and complete, to Franchisor exclusive satisfaction, PJ's initial management-training program in Greater Metro New Orleans, Louisiana, before Franchisee opens Franchisee's PJ's Unit. (Franchise Agreement –Article 3.1, 3.2). Franchisor initial management training program is mandatory and conducted monthly or bi-monthly, depending upon the number of attendees, at Franchisor headquarters in Greater Metro New Orleans, Louisiana. Franchisee will be scheduled to attend the program after Franchisee complete site selection and within a reasonable time before Franchisee's scheduled opening date. The initial management training is approximately five (5) to eight (8) days, depending on the size of the class and rate of material covered, consisting of hands-on training and classes averaging eight hours per day plus additional homework assignments. Instructional

materials include written training modules, the PJ's Confidential Operations Manual and actual products, books, and equipment.

Field Training. Franchisor will send one Franchisor's representative to Franchisee's PJ's Unit, at no cost to Franchisee, for on-site training and assistance when Franchisee opens Franchisee's PJ's Unit. (Franchise Agreement—Article 3.5, 17.1). The length of time the representative is on-site may vary, but it is expected to be five to seven days. On-site training and assistance includes additional food preparation training, consultation and training on hiring of personnel, training of personnel, purchasing and inventory management, product promotion and merchandising, bookkeeping and report management, analysis of sales and products, and other matters necessary to the opening and operation of Franchisee's PJ's Unit.

Franchisor may require any of Franchisee's principals or employees who become actively involved in the management of Franchisee's PJ's Unit to attend and satisfactorily complete the required training programs. (Franchise Agreement – Article 3.2).

Franchisor also offers additional optional management and field training programs, including both advanced and refresher training, for Franchisee and Franchisee's employees. Franchisor may designate certain additional management and field training courses for Franchisee or Franchisee's employees as mandatory either in franchisee's state or in Greater Metro New Orleans, Louisiana. Franchisor may not mandate more than two additional training sessions in a twelve (12) month period. Additional training sessions shall not extend beyond five (5) days. (Franchise Agreement – Article 3.5).

As discussed in Item 6, Franchisee must pay all personal expenses incurred by Franchisee or Franchisee's employees attending training programs, including costs and expenses of transportation, lodging, meals, wages and employee benefits and any training materials. (Franchise Agreement – Article 3). This applies for both mandatory and optional training programs. At the present time, PJ's provides the materials and there is no fee for any mandatory or optional training program, except as described in the Franchise Agreement. However, PJ's reserves the right to charge a reasonable fee in the future for training courses offered after Franchisee's PJ's Unit opens.

ITEM 12

TERRITORY

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

Franchisor retains the right, in our sole discretion, and without compensating Franchisee or seeking Franchisee's approval, to: (i) own, acquire, establish and/or operate, and license others to establish and operate, businesses using the Proprietary Marks, the System or any variation of the Proprietary Marks and the System, at any location other than Franchisee's PJ's Unit on any terms and conditions that Franchisor deems appropriate; (ii) sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, at any location, any products which bear any proprietary marks, through any distribution channel or venue Franchisor deems appropriate; and (iii) to take any other action that Franchisor is not expressly prohibited from taking under the Franchise Agreement.

Franchisee shall operate Franchisee's PJ's Unit only from a specified location approved by Franchisor. Franchisor will designate a general geographic area, such as a city or sector of a city ("General Area") solely for the purpose of limiting the area within which Franchisee may seek a site location for

Franchisee's PJ's Unit. Under the Franchise Agreement, Franchisee may sell proprietary products and services to retail customers who live anywhere but who choose to use Franchisee's PJ's Unit. Without prior approval by Franchisor, Franchisee may not engage in any promotional activities or sell proprietary products or similar products or services, whether directly or indirectly, through or on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system; through catalogs or other mail order devices sent or directed to customers or prospective customers located anywhere; or by telecopy or other telephonic or electronic communications, directed to or received from customers or prospective customers located anywhere. Franchisee must obtain the prior approval of Franchisor for all advertising, promotional and marketing activities conducted by Franchisee in Franchisee's local market area.

Franchisor also reserves the right to negotiate options, rights of first refusal, and other similar rights to acquire additional franchises upon request by a franchisee. If Franchisee desires to obtain expansion rights to an area, Franchisee should consider applying to Franchisor for the rights to that area. Franchisor will consider a Franchisee's request for the establishment of additional franchised outlets as long as franchisee is not in default of its current franchise agreement and Franchisor determines that it is in Franchisor's best interest to do so.

Relocation of Franchisee's PJ's Unit requires the prior written approval of Franchisor. Franchisor will approve the relocation of Franchisee's PJ's Unit only if Franchisee lose the right to do business at Franchisee's PJ's Unit through no fault of Franchisee's own or Franchisor determines that it is in its best interest to allow the PJ's Unit to be relocated. Franchisee must enter into a new franchise agreement to establish additional PJ's Units.

ITEM 13

TRADEMARKS

Franchisor identifies its System by means of certain trade names, service marks, trademarks, and logos ("Proprietary Marks"). The Franchise Agreement grants Franchisee the non-exclusive right to use the Proprietary Marks and any other Proprietary Marks that we may use during the term of the Franchise Agreement in operation of the System. Franchisee's use of the Proprietary Marks is limited solely to the operation of the PJ's Unit at its approved location and only in accordance with the System. The following principal Marks are registered on the Principal Register of the U.S. Patent and Trademark Office ("USPTO"):

Mark	Registration No. Serial No.	Class of Mark	Date of Registration
PJ's	375097076 696,503	IC 014. US 002 027 028 050	2/23/2010
Santa's Blend	364163576 696,503	IC 030. US 046.	6/23/2009
PJ's Coffee of New Orleans	333506678 927,350	IC 035. US 100 101 102.	11/13/2007
PJ's Coffee and Wine	292543678 371,392	IC 035. US 100 101 102.	2/8/2005

PJ's Coffee	292543778 371394	IC 035. US 100 101 102.	2/8/2005
PJ's Coffee and Wine Bar	292543878 371396	IC 035. US 100 101 102.	2/8/2005
The Coffee New Orleans loves	272698576 440215	IC 043. US 100 101.	6/17/2003
Southern Wedding Cake	76707439	IC 030. US 046.	12/20/2011
New Orleans Roast	76707437	IC 030. US 046.	1/31/2012
PJ's Coffee & Tea of New Orleans	87050955 5127699	IC 30. US. 100 101	1/24/2017

All required affidavits have been filed for the Proprietary Marks. No registrations have come up for renewal. Franchisor also claims common law rights to all of its Proprietary Marks on the basis that these marks have been used in interstate commerce.

There are currently no effective material determinations of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the Trademark Administrator of any state or any court and there is no pending interference opposition or cancellation proceeding or any material litigation involving the Proprietary Marks listed in this Item which are relevant to their use in Franchisee's PJ's Unit

There are currently no agreements in effect, which significantly limit the rights of Franchisor to use or license the use of its Proprietary Marks in any manner material to Franchisee's PJ's Unit.

Franchisor will defend and hold Franchisee harmless from any claims of trademark infringement for the use of the Proprietary Marks if Franchisee promptly gives written notice to Franchisor and tenders the full defense of the claims against Franchisee to Franchisor. Franchisor shall have complete control of the legal action and may settle the claims at any time without providing notice to Franchisee. Franchisor has taken and will take all steps reasonably necessary to preserve and protect the ownership and validity of the Proprietary Marks. Franchisee must sign any documents deemed necessary by Franchisor or its counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability. Franchisee may not contest the validity or ownership of the Proprietary Marks. If litigation involving the Proprietary Marks is instituted or threatened against Franchisee, Franchisee must promptly notify Franchisor and must cooperate fully with Franchisor in defending or settling the litigation.

Franchisor does not warrant or guarantee that it has the exclusive right to use the mark Franchisor or any other of its Proprietary Marks. If for any reason it becomes necessary or desirable for Franchisor to quit using the Proprietary Marks, Franchisor may substitute different proprietary marks. Franchisor and Franchisee may then operate under these other Proprietary Marks. Franchisor is not obligated to provide Franchisee with any other remedy.

Franchisor does not actually know of any superior prior rights or of any infringing uses that could materially affect Franchisee's use of the Proprietary Marks.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or copyrights are material to the franchise.

Franchisee does not receive the right to use an item covered by a patent or copyright, but Franchisee can use the proprietary information in PJ's Manuals. The table of contents of all PJ's Manuals are attached to this Disclosure Document as Exhibit G. Although Franchisor has not filed an application for a copyright registration for the Manuals, Franchisor claims a copyright and the information is proprietary.

Franchisee must not, during or after the term of the Franchise Agreement, communicate, divulge or use for the benefit of anyone else any confidential information, knowledge or know-how concerning our method of operation of a PJ's Unit or the System that may be communicated to Franchisee or of which Franchisee may have knowledge through performance of the System. All confidential information, information, matters, knowledge, know-how and techniques which Franchisor designates as confidential will be deemed confidential for the purposes of the franchise, unless and until Franchisee demonstrates that the information has become public knowledge.

Franchisee and any employee having access to confidential information must sign a confidentiality agreement, that will maintain the confidentiality of information received during the term of the Franchise Agreement and/or the term of employment. A copy of the Confidentiality Agreement is attached to this Franchise Disclosure Document as Exhibit B.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Participation in Business: As an owner of Franchisee's PJ's Unit, Franchisee does not have to conduct on-premises supervision or to personally participate in the direct operation of Franchisee's PJ's Unit. However, Franchisor recommends that Franchisee is actively involved in the operation of Franchisee's PJ's Unit. Franchisee or Franchisee's designated manager must devote full-time to the development of Franchisee's PJ's Unit, unless otherwise approved in writing by Franchisor. Franchisee's PJ's Unit must at all times be under the direct, full-time, on-location supervision of Franchisee or a trained and competent employee acting as a full-time manager who has satisfactorily completed Franchisor initial management training program. Franchisee's manager must sign a confidentiality agreement to maintain the confidentiality of the information described in Item 14 and may have to sign an agreement that conforms to the covenants not to compete described in Item 17

Other Written Agreements: If Franchisee is a business entity, each individual holding in excess of 15% of the total voting power of Franchisee's ownership interests (including each individual holding in excess of 20% of the total voting power of any business entity having a controlling interest in Franchisee) must personally guarantee Franchisee's obligations under Franchisee's Franchise Agreement. If Franchisee has personally signed the Franchise Agreement and wishes to transfer Franchisee's Franchise Agreement to a business entity, Franchisee must enter into a personal guaranty agreement regardless of Franchisee's ownership interest in the business entity. The Guaranty Agreement is attached to this disclosure document as Exhibit C. Any person holding an ownership interest in Franchisee's business entity will have to sign a confidentiality agreement and non-compete as described in Items 14 and 17. The Confidentiality Agreement is attached to this disclosure document as Exhibit B.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Franchisee must offer and sell only those products and services that Franchisor has approved.

Franchisee must offer all product and services at retail that Franchisor designates as required for all PJ's Units, including new products or services that Franchisor develops in the future. There are no limits on Franchisor right to change the types of products and services or add new products and services. Franchisee may not offer or sell any other products or services without the prior written consent of Franchisor. Franchisee must discontinue offering any products or services, whether or not previously authorized by Franchisor, promptly upon written notice from Franchisor. Franchisee must provide for equipment or other items reasonably necessary to support new products or services introduced to enhance the value of the System. Franchisees are not restricted as to customers to whom Franchisee may offer goods and services; however, Franchisee must abide by all local, state, and federal laws governing the consumption of alcohol.

All PJ's Units must offer Franchisor approved products and services as designated in the Manuals or in other writings.

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise or Other Agreement	Summary
a. Length of the term of the franchise	Article 14.1	Ten (10) years from date the PJ's Unit opens.
b. Renewal or extension of the term	Article 14.1	Franchisee's renewal rights permit Franchisee to remain as a franchise after the initial term of Franchisee's Franchise Agreement expires. If Franchisee wishes to renew and Franchisee satisfies the required pre-conditions to renew, Franchisor will offer Franchisee the option to renew the Franchise Agreement for two (2) additional terms of ten (10) years each. Franchisee must sign our then-current franchise agreement for the renewal term and this new agreement may have different terms and conditions (including higher royalty and/or advertising fees) from the agreement that covered Franchisee's original term.
c. Requirements for franchisee to renew or extend	Article 14.1	Franchisee must have a good record of compliance with the Manuals and be in compliance with the Franchise Agreement; satisfy all monetary obligations to Franchisor; give written notice; remodel PJ's Unit; attend training; sign release; and sign new franchise agreement. Franchisee will be required to

Provision	Section in Franchise or Other Agreement	Summary
		sign a new franchise agreement that may have materially different terms and conditions from the original contract.
d. Termination by franchisee	None	Not Applicable
e. Termination by franchisor without cause	None	Not Applicable
f. Termination by franchisor with “cause”	Article 14	Franchisor can terminate only if Franchisee default.
g. “Cause” defined – curable defaults	Article 14.3	Curable defaults: Franchisee have 10 days after Franchisor written notice to cure: failure, refusal or neglect to promptly pay any monies owed to Franchisor; failure to submit financial or other information as required to Franchisor; failure to maintain standards specified by Franchisor or manuals; failure, refusal or neglect to obtain required prior written approval or consent; misuse or unauthorized use of Proprietary Marks or other impairment of the goodwill associated therewith or Franchisor rights therein; commencement or conducting of other PJ’s Unit operation, marketing of other products, under a name or mark which, in Franchisor reasonable opinion, is confusingly similar to Proprietary Marks; default, without cure after the applicable grace period, under any lease, sublease, sub-sublease, mortgage or deed of trust covering the location; failure to procure or maintain the required insurance; default in the performance of any term, condition or obligation in payment of indebtedness to landlord or sublandlord, distributors or suppliers or others arising out of the purchase of inventory, supplies or purchase of lease of equipment and if any default is not cured within 30 days after written notice from Franchisor.
h. “Cause” defined – non-curable defaults	Article 14.2	Non-curable defaults: Franchisee knowingly or intentionally maintain false books or records, or submit any false report or payment to Franchisor; Franchisee’s conduct is so contrary to the agreement and the Manuals as to constitute an imminent danger to the public health or selling regularly unauthorized products to the public after notice of default and continuing to sell these products whether or not Franchisee have cured the default after one or more notices; the conviction of a felony, or a crime involving moral turpitude, or any other crime or offense that is reasonably likely, in the sole reasonable opinion of Franchisor, to have an adverse effect on the System, Proprietary Marks or the goodwill associated with Franchisor interest in each of them by Franchisee, or Franchisee’s controlling or operating shareholders or members if Franchisee are a limited liability company; intentional disclosure or use of the contents of the Manuals, trade secrets

Provision	Section in Franchise or Other Agreement	Summary
		or confidential or proprietary information, excluding acts of independent employees or others not under Franchisee's control; repeatedly committing defaults under any provisions of this Agreement 3 or more occasions in any 12 month period, or 6 or more occasions in any consecutive 24 month period, even if Franchisee cured each prior default, and even if Franchisee would otherwise be given an opportunity to cure the current default; ceasing to operate or otherwise abandoning Franchisee's PJ's Unit without consent or, upon destruction of Franchisee's PJ's Unit, failure to rebuild and resume operation within a reasonable time, unless excused in Agreement.
i. Franchisee's obligations on termination/non-renewal	Article 15	Obligations include immediately ceasing to operate Franchisee's PJ's Unit; discontinue use of Proprietary Marks; return Manuals, other materials and confidential information; assign telephone numbers if requested; payment of amounts due; assign lease if requested; de-identify PJ's Unit; maintain confidentiality of information.
j. Assignment of contract by franchisor	Article 13.1	No restriction on Franchisor right to assign.
k. "Transfer" by franchisee – defined	Article 13.1	Includes transfer of contract, assets or ownership interest.
l. Franchisor approval of transfer by franchisee	Article 13.1	Franchisor has the right to approve all transfers, except a transfer to an heir or beneficiary after Franchisees death or mental incapacity, but will not unreasonably withhold approval as long as certain conditions are satisfied.
m. Conditions for franchisor approval of transfer	Articles 13.1 and 13.2	Franchisee may transfer Franchisee's interest to a corporation or other legal entity as long as Franchisee retain ownership of a majority of the total voting power; Franchisee may transfer to a third party if: Franchisor does not exercise its right of first refusal; 5 days before each direct or indirect transfer of an interest in this Agreement or in Franchisee, or upon Franchisor request, furnish Franchisor with an estoppel agreement indicating all causes of action, if any, that Franchisee may have against Franchisor or if none exist and a list of all shareholders or partners having an interest in this Agreement or in Franchisee's PJ's Unit, the percentage interest of each shareholder or partner, and a list of all officers and directors; Franchisee are not in default; all of Franchisee's then-due monetary obligations have been paid in full and other obligations met; Franchisee and Franchisee's shareholders or members have executed a general release under seal of all claims against Franchisor; Franchisee satisfy all Franchisor then-current requirements for new Franchisees or holders of an interest in a franchise; Franchisee have assumed the Agreement in a written assumption agreement approved by Franchisor, or have agreed to at closing; Franchisee,

Provision	Section in Franchise or Other Agreement	Summary
		Franchisee's manager or other employees responsible for the operation of the franchise have satisfactorily completed Franchisor training program; Franchisee execute other documents as Franchisor may require, including franchise agreement.
n. Franchisor's right of first refusal to acquire franchisee's PJ's Unit	Article 13.2	Franchisor can match any offer for Franchisee's PJ's Unit less 5%.
o. Franchisor's option to purchase franchisee's PJ's Unit	Not Applicable	Not Applicable
p. Death or disability of franchisee	Article 10	Franchisee's estate may transfer Franchisee's interest to Franchisee's heirs or beneficiaries or a third party approved by Franchisor.
q. Non-competition covenants during the term of the franchise	Articles 10 and 11	No involvement in similar business anywhere; cannot divert business to a competitor; Franchisee shall not employ or seek to employ, directly or indirectly, any person serving in an executive, managerial or operational position who is at the time or was at any time during the prior 6 months employed by Franchisor, without Franchisor prior written consent.
r. Non-competition covenants after the franchise is terminated or expires	Article 10	No involvement in similar business for 24 months at a site within a radius of 50 miles of any of Franchisee's former PJ's Units or within 20 miles of any other PJ's Units or Distribution Point then existing, unless Franchisor gives its prior written consent; no competing with or soliciting customers of PJ's or other PJ's Units.
s. Modification of the agreement	Article 22	No modifications generally but standards, specifications, Manuals, products and services, Proprietary Marks and other items specified in the Franchise Agreement are subject to change.
t. Integration/merger clause	Article 22	Only the terms of Franchisee's Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable
u. Dispute resolution by arbitration or mediation	Article 20	Franchisee and Franchisor resolve disputes or disagreements in a non-judicial alternative dispute resolution format through arbitration.
v. Choice of forum	Article 20	Arbitration must be in Louisiana, unless individual state law directs otherwise.
w. Choice of law	Article 20	Louisiana law applies, unless individual state law directs otherwise.

ITEM 18

PUBLIC FIGURES

Franchisor does not use any public figures to promote our franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the 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 Franchisee is 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.

New Orleans Brew, LLC does not have any company-owned Units as of January 1, 2017.

Historical Financial Performance Representation about PJ's Existing Units

PJ's Unit Criteria – Average Gross Revenue

The PJ's Unit must have (1) opened on or before January 1, 2016 and must have (2) reported gross revenue for the entire one (1) year period ending December 31, 2016.

PJ's Unit Results

As of January 1, 2017, PJ's Coffee had a total of seventy-six (76) PJ's Units in the United States and two (2) PJ's Units in Vietnam. Of the total seventy-eight (78) PJ's Units, sixty-three (63) were open for a full twelve (12) months or greater and reported gross revenue for the entire twelve (12) month period. The remaining PJ's Units consist of fifteen (15) PJ's Units that were either not open for twelve (12) months or did not report gross revenue for the entire twelve (12) month period.

We compiled the annual gross revenues for the top tier representing twenty-one (21) of the sixty-three (63) PJ's Units, the middle tier representing twenty-one (21) of the sixty-three (63) locations and the bottom tier representing twenty-one (21) of the sixty-three (63) PJ's Units. All sixty-three (63) were franchised PJ's Units for the calendar year 2016.

The top tier of franchised PJ's Units had average gross revenues of \$614,284 for the calendar year 2016. This group consisted of twenty-one (21) franchised PJ's Units.

The middle tier of franchised PJ's Units had average gross revenues of \$385,873 for the calendar year 2016. This group consisted of twenty-one (21) franchised PJ's Units.

The bottom tier of franchised PJ's Units had average gross revenues of \$200,383 for the calendar year 2016. This group consisted of twenty-one (21) franchised PJ's Units.

In the top tier of franchised PJ's Units, eight (8) PJ's Units or 38% attained or surpassed the average gross revenue for that group. In the middle tier of franchised PJ's Units, ten (10) PJ's Units or 48% attained or surpassed the average gross revenue for that group. In the bottom tier of franchised PJ's Units, eleven (10) PJ's Units or 48% attained or surpassed the average gross revenue for that group.

The gross revenues were obtained from PJ's franchisees' point of sale software, which gathers PJ's Units gross revenues and other data. These gross revenues are used to compute the royalties owed to Franchisor. Franchisor makes no claims as to its Franchisee's cost of sales or operating expenses. Prospective Franchisees are required to perform his or her own due diligence.

General Comments

The PJ's Units represented herein operate in the following states: Arkansas, Louisiana and Mississippi.

Franchisor urges Franchisees to contact our existing Franchisees to make Franchisee's own evaluation of Franchisee's potential PJ's Unit's success. Exhibit J to this franchise disclosure document contains the names of all of our Franchisees and the address and telephone numbers of all Franchisees.

Some outlets have earned this amount. Franchisee's individual results may differ. There is no assurance of the Franchisee's individual performance.

Franchisee is responsible for developing Franchisees own business plan for Franchisee's PJ's Unit, including capital budgets, financial statements, projections and other elements appropriate to Franchisees particular circumstances. Franchisor encourages Franchisee to consult with Franchisees own accounting, business, and legal advisors in doing so. In developing the business plan, Franchisee are cautioned to make necessary allowance for changes in financial results to income, expenses, or both, that may result from operation of Franchisee's PJ's Unit in different geographic areas or new market areas, or during periods of, or in areas suffering from, economic downturns, inflation, unemployment, or other negative economic influences. In addition, historical costs do not necessarily correspond to future costs because of factors such as inflation, changes in minimum wage laws, location, financing, real estate-related costs and other variables. Finally, prospective Franchisees must bear in mind that a newly opened business cannot be expected to achieve sales volumes or maintain expenses similar to those of an established business.

Other than the preceding financial representation, Franchisor does not make any representations about a Franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. Franchisor also does not authorize our employees or representatives to make any such representations either orally or in writing. If Franchisee is purchasing an existing outlet, however, Franchisor may provide Franchisee with the actual records of that outlet. If Franchisee receives any other financial performance information or projections of Franchisees future income, Franchisee should report it to Franchisor's management by contacting the Chief Development Officer, 180 New Camellia Boulevard, Suite 100, Covington, LA 70433, (985) 792-5776, the Federal Trade Commission, and the appropriate state regulatory agencies.

Franchisee's ultimate success will be a function of the following: (i) Franchisee's skill and experience; (ii) the effort that Franchisee devotes to Franchisee's PJ's Unit; (iii) Franchisee's business acumen; (iv) whether Franchisee's PJ's Unit is in a rural versus urban setting; (v) prices Franchisee charge for products and services; (vi) the number and skill of the sales agents Franchisee uses; (vii) the amount Franchisee expends on advertising and promotions; (viii) general economic conditions; (ix) the growth or shrinkage of the population in Franchisee's market; (x) the enthusiasm of the population in Franchisee's market towards coffee and coffee related beverages; (xi) the relative affluence of the population in Franchisee's market; (xii) other factors affecting supply and demand; and (xiii) other factors affecting profitability, like Franchisee's operating expenses, general and administrative expenses and other variables.

Written substantiation for the financial performance representation will be made available to the prospective Franchisee upon reasonable request.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary For Years 2014 To 2016

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2014	65	66	+1
	2015	66	72	+6
	2016	72	78	+6
Company-Owned	2014	0	0	0
	2015	0	0	0
	2016	0	0	0
Total Outlets	2014	65	66	+1
	2015	66	72	+6
	2016	72	78	+6

Explanatory Notes:

Note 1: The numbers in this table are as of December 31, 2016.

Table No. 2

Transfers of Outlets From Franchisees To New Owners (Other Than The Franchisor)

For Years 2014 To 2016

State	Year	Number of Transfers
Georgia	2014	0
	2015	0
	2016	0
Louisiana	2014	2
	2015	5
	2016	1
Mississippi	2014	1
	2015	0
	2016	0
Totals	2014	4
	2015	5
	2016	1

Explanatory Notes:

Note 1: The numbers in this table are as of December 31, 2016.

Table No. 3

Status of Franchised Outlets For Years 2014 To 2016

State	Year	Outlets at Start Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Arkansas	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1

	2016	1	0	0	0	0	0	1
Florida	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Georgia	2014	1	0	0	0	0	1	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
Louisiana	2014	57	4	0	0	0	1	60
	2015	60	6	0	0	0	1	65
	2016	65	2	0	0	0	1	66
Mississippi	2014	5	0	0	0	0	0	5
	2015	5	0	0	0	0	0	5
	2016	5	0	0	0	0	0	5
New Jersey	2014	1	0	0	0	0	1	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
North Carolina	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
South Carolina	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0

	2016	0	1	0	0	0	0	1
Texas	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	2	0	0	0	0	3
Vietnam	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	2	0	0	0	0	2
Totals	2014	65	4	0	0	0	3	66
	2015	66	7	0	0	0	1	72
	2016	72	6	0	0	0	1	78

Explanatory Notes:

Note 1: The numbers in this table are as of December 31, 2016.

Note 2: The name, business address, and business telephone number of each current franchisee as of December 31, 2016, and the name, last known address, and telephone number of every franchisee who had a PJ's Unit terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recent completed fiscal year or has not communicated with Franchisor within 10 weeks of December 31, 2016 is attached is Exhibit J.

If Franchisee buys this franchise, Franchisee's contact information may be disclosed to other buyers when Franchisee leaves the franchise system.

Note 3: In some instances, current and former franchisees, sign provisions restricting their ability to speak openly about their experience with Franchisor. Franchisee may wish to speak with current and former franchisees, but beware that not all franchisees will be able to communicate with Franchisee.

Table No. 4

Status of Company-Owned Outlets For Years 2014 To 2016

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
--------------	-------------	-------------------------------------	-----------------------	--------------------------------	-----------------------	-----------------------------------	-----------------------------------

				Franchisee			
Totals	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0

Explanatory Notes:

Note 1: The numbers in this table are as of December 31, 2016.

Our fiscal year end is December 25, 2016.

Table No. 5

Projected Openings As of December 31, 2016

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
Alabama	0	1	0
Arizona	0	0	0
Arkansas	0	1	0
Arkansas	0	1	0
Florida	0		0
Georgia	0	1	0
Louisiana	5	7	0
Mississippi	0	2	0
South Carolina	0	1	0
Texas	1	4	0
TOTALS	6	18	0

ITEM 21

FINANCIAL STATEMENTS

The audited financial statements for the periods ending December 28, 2014, December 27, 2015 and December 25, 2016 are attached to the disclosure document as Exhibit F, together with the auditor's consent and reports.

ITEM 22

CONTRACTS

The following agreements are attached as exhibits to this disclosure document:

Exhibit A – Franchise Agreement
Exhibit B – Confidentiality Agreement
Exhibit C – Guaranty Agreement
Exhibit D – Direct Deposit Authorization Form
Exhibit E – Agents for Process of Services
Exhibit F – Financial Statements
Exhibit G – Operations Manual Table of Contents
Exhibit H – State Administrators
Exhibit I – Franchise Disclosure Acknowledgement Statement
Exhibit J – List of Franchisees
Exhibit K – General Release Agreement
Exhibit L – Contingent Assignment of Lease
Exhibit M – State Specific Addenda
Exhibit N – Receipts

ITEM 23

RECEIPT

THE LAST PAGE OF THE DISCLOSURE DOCUMENT IS A DETACHABLE DOCUMENT ACKNOWLEDGING RECEIPT OF THE DISCLOSURE DOCUMENT BY YOU.

EXHIBIT A

FRANCHISE AGREEMENT

PJ'S COFFEE FRANCHISE AGREEMENT DATA SHEET

1. Name of Franchisee: _____
2. Guarantor Name: _____
SSN: _____ Driver's License State/Number: _____
3. Guarantor Name: _____
SSN: _____ Driver's License State/Number: _____
4. Franchisee's Address: _____
5. Franchisee's Telephone Number: _____
6. Franchisee's Email Address: _____
7. Franchisee's Initial Franchise Fee: _____
8. Franchisee's Royalty Fee: _____
9. Franchisee's System Fund Fee: _____
10. Agreement Effective Date: _____
11. Franchise Licensing Representative: _____
12. Exceptions to the Agreement: _____

The information contained in the Data Sheet is incorporated by reference into the PJ's Coffee Franchise Agreement.

FRANCHISEE:

Print Name:

Title

Date

FRANCHISOR:

Print Name: _____

Title

Date

PJ'S COFFEE FRANCHISE AGREEMENT

TABLE OF CONTENTS

DEFINITIONS.....	3
RECITALS.....	3
ARTICLE 1. FRANCHISE RIGHT GRANTED, LOCATION.....	4
ARTICLE 2. INSTALLATION AND COMMENCEMENT OF BUSINESS.....	6
ARTICLE 3. TRAINING.....	6
ARTICLE 4. MANUALS AND STANDARDS OF FRANCHISEE QUALITY, CLEANLINESS, AND SERVICE.....	7
ARTICLE 5. MENUS, UNIFORMS, INSPECTIONS, SIGNS.....	9
ARTICLE 6. ADVERTISING AND FRANCHISE CO-OPERATIVES.....	11
ARTICLE 7. COMPANY MARKS AND ADDITIONAL MARKS.....	13
ARTICLE 8. DISTRIBUTION AND PURCHASE OF EQUIPMENT, SUPPLIES, AND OTHER PRODUCTS.....	13
ARTICLE 9. CONTINUING FRANCHISE FEES, REPORTS, BOOKS AND RECORDS.....	16
ARTICLE 10. COVENANT REGARDING OTHER BUSINESS INTEREST.....	18
ARTICLE 11. INTERFERENCE WITH EMPLOYMENT RELATIONS.....	18
ARTICLE 12. SUBFRANCHISORS, SALESMEN.....	19
ARTICLE 13. NATURE OF INTEREST AND TRANSFER.....	19
ARTICLE 14. TERM, DEFAULT AND TERMINATION.....	21
ARTICLE 15. RIGHTS AND OBLIGATIONS UPON TERMINATION.....	24
ARTICLE 16. INSURANCE.....	25
ARTICLE 17. SOLE OBLIGATIONS OF FRANCHISOR.....	26
ARTICLE 18. POINT OF SALE SYSTEM, COLLECTION OF DATA.....	27
ARTICLE 19. RELATIONSHIP OF PARTIES, DISCLOSURE.....	28
ARTICLE 20. DISPUTE RESOLUTION: ARBITRATION AND LEGAL PROCEEDINGS.....	28
ARTICLE 21. EXECUTION, REQUESTS, CONSENTS, AND WAIVERS.....	29
ARTICLE 22. MISCELLANEOUS PROVISIONS.....	30

PJ'S COFFEE FRANCHISE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__, by and between New Orleans Brew, L.L.C., a Louisiana limited liability company d/b/a PJ's Coffee of New Orleans, located at: 180 New Camellia Blvd., Suite 100, Covington, Louisiana 70433 (the "Franchisor"), and _____ (the "Franchisee"):

DEFINITIONS:

In this Agreement the following capitalized terms shall have the meanings set forth below, unless the context otherwise requires:

(i) A PJ's Branded Product is any product now existing or developed in the future that bears Franchisor's Marks and is sold by some or all PJ's franchisees or Franchisor or other entities such as supermarkets, grocery stores or convenience stores.

(ii) A PJ's Distribution Point or Distribution Point is any location other than a PJ's Unit, where Authorized PJ's Branded Products using Franchisor's Marks are sold, such as carts, kiosks, vending machines or other product distribution units developed now or in the future and authorized by Franchisor.

(iii) A PJ's Coffee Unit or PJ's Unit is a cafe or other outlet that specializes in the sale of Authorized PJ's Products, as defined below, is operated under Franchisor's Marks, as defined below, and is authorized by a Franchise or License Agreement made or approved by Franchisor.

(iv) Authorized Products or PJ's Authorized Products are products approved or authorized by Franchisor in accordance with Article 5 or 8 of this Agreement.

(v) Location shall mean a location accepted by Franchisor in accordance with Section 1.4 of this Agreement.

RECITALS:

WHEREAS, Franchisor is the owner of certain marks and other intellectual property, which have been filed and or registered with the United States Patent and Trademark Office of the United States of America, and may, in the future become the owner, licensee and or authorized distributor for other trademarks, including logos and designs, related or unrelated to Franchisor's Marks (referred to in this Agreement as "Franchisor's Marks"); and

WHEREAS, Franchisor has developed and continues to develop a system for merchandising PJ's Authorized Products, and which system includes distinctive signs, coffee beans, beverages, proprietary packaging, uniforms, various trade secrets & other confidential information, and in some cases also includes architectural designs, equipment specifications, layout plans, inventory, record-keeping and marketing techniques (the "System") which are materially reflected in Franchisor's Operations Manual and any other future manuals developed by Franchisor (collectively, the "Manuals"). Franchisor identifies the System by Franchisor's Marks, and such other Trademarks, service marks, trade names, logos and designs as may be designated by Franchisor in writing as being authorized for use in the System. Franchisor's Marks identify for the public the source of the services rendered in accordance with the standards and specifications established by Franchisor; and

WHEREAS, the System as used in existing PJ's Units and PJ's Distribution Points have established or will establish a reputation for quality, cleanliness, appearance and service, and through such operations and continued marketing and advertising efforts, have created demand and goodwill for the authorized PJ's coffee products sold as a result of which the System has acquired valuable goodwill and a favorable reputation; and

WHEREAS, Franchisee desires to enjoy the benefits of: (i) operating under the PJ's System and using Franchisor's Marks; and (ii) being authorized and licensed to operate one PJ's Unit as set forth below within the System in strict accordance with the standards and specifications established by Franchisor; and

WHEREAS, Franchisor is willing to grant Franchisee a license under Franchisor's Marks and the System, subject to Franchisee's strict compliance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. FRANCHISE RIGHT GRANTED, LOCATION.

1.1. GRANT.

In consideration of the issuance of the franchise granted herein, Franchisee shall pay to Franchisor the non-refundable sum of the appropriate amount as stated on the Data Sheet of the Franchise Agreement (the "Initial Fee"). In exchange, Franchisor hereby awards Franchisee the right to open and operate, under the terms of this Agreement, one PJ's Unit specializing in selling high quality proprietary coffee beans, beverages, mixes, syrups and food products and/or (ii) branded, trademarked, produced and/or packaged exclusively for Franchisor and/or its affiliates (the "PJ's Products") items as specified by Franchisor in Franchisor's Operations Manual, or subsequently added in accordance with Operations Manual amendments. The Initial Fee shall be deemed fully earned by Franchisor upon the execution of this Agreement by Franchisor and Franchisee and shall not be refunded, in whole or in part, upon any termination of this Agreement, or at any other time or under any other circumstances. If Franchisee is a business entity, each individual holding in excess of 15% of the total voting power of Franchisee's ownership interest (including each individual holding in excess of 20% of the total voting power of any business entity having a controlling interest in Franchisee) must execute the Guaranty Agreement and Confidentiality Agreement attached as Attachment A and Attachment B respectively.

1.2. LICENSE.

Franchisor hereby grants and awards to Franchisee, for the term set forth in this Agreement, and any renewal term, beginning on the date of this Agreement, the right and license, and Franchisee hereby undertakes the obligation, to operate the PJ's Unit described in this Agreement under Franchisor's Marks and such other of Franchisor's Marks as may be designated by Franchisor, to operate such PJ's Unit solely in accordance with the System and this Agreement, and only at the specific location to be agreed upon by Franchisor and Franchisee in writing (the "Location").

1.3. LOCATION.

With Franchisor's acceptance, Franchisee will locate, lease and open, within a twelve (12) month period, a PJ's Unit in _____ (the "General Area"). The General Area is described solely for the purpose of limiting the area within which Franchisee may seek a site location for the PJ's Unit. If Franchisee is unable to secure an approved site and open a PJ's Unit in the General Area within this twelve (12) month period, Franchisee must notify Franchisor in writing within sixty days prior

to the expiration of the aforementioned period. Upon receipt of any such notice, Franchisor may, in its sole discretion, (i) cancel this Agreement or (ii) extend the twelve-month period mentioned in this Section 1.3 for an additional ninety (90) days. In the event that Franchisor elects to extend the initial twelve (12) month period, Franchisee shall secure and open a PJ's Unit within said ninety (90) day extension or this Agreement shall be cancelled without any further action on the part of Franchisor. In the event Franchisor elects not to extend the aforesaid ninety (90) day period and to cancel this Agreement, it shall be entitled to the fee paid in accordance with Section 1.1 hereof.

Franchisor may establish, operate or grant a franchise or license to others to operate a PJ's Coffee or any other business using the Marks, the System or any variation of the Marks and the System, in any location other than Franchisee's PJ's Unit on any terms and conditions that Franchisor deems appropriate. Additionally, Franchisor may license or sell, at both wholesale and retail, produce or service lines that are being sold in PJ's Units, including Franchisee's PJ's Unit, under the same or similar Proprietary Marks or any other proprietary marks, at any location or distribution point without providing any rights to Franchisee.

1.4. LOCATION SELECTION AND ACCEPTANCE

In order to obtain Franchisor's acceptance of a Location from which Franchisee is authorized to operate its PJ's Unit, he/she/they must first:

(i) Submit for Franchisor's evaluation a summary of the lease terms available for each site. Franchisee must also give any proposed landlord a copy of the then current Contingent Assignment of Lease or any other Lease Rider then being used by Franchisor in connection with its site approval for a PJ's Unit and obtain written verification that each landlord is willing to include the provisions of the Contingent Assignment or any other Rider's provisions in its Lease. After Franchisee provides the required documentation, Franchisor will evaluate and critique the information on each site and lease summary in consultation with Franchisee. Franchisor may, but will not be required to, visit and inspect the sites that Franchisee proposes.

(ii) If and when Franchisor is satisfied with any one of the sites and the lease summaries are reasonably acceptable, Franchisor will give Franchisee verbal authorization to proceed with preliminary lease negotiations. Franchisor's authorization to negotiate a lease will not be unreasonably withheld. Franchisor reserves the right to reject any site or lease proposal Franchisee submits and to require that Franchisee obtain information on alternative sites.

(iii) After receiving Franchisor's authorization to negotiate, Franchisee must negotiate the lease to Franchisor's satisfaction and submit a final, unsigned copy of the lease to Franchisor for its verification that the Contingent Assignment (or other then used Lease Rider) is included. Franchisor may withhold authorization for Franchisee to sign a lease that omits Franchisor's Contingent Assignment (or other then used Lease Rider) in substantially the same form in use by Franchisor at the time the lease is executed, or contains provisions Franchisor considers excessively onerous or restrictive.

(iv) FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR WILL HAVE NO RESPONSIBILITY FOR EVALUATING OR ADVISING FRANCHISEE WITH RESPECT TO ANY BUSINESS OR LEGAL ASPECTS OF THE LEASE, AND THAT FRANCHISOR EXPRESSLY ADVISES FRANCHISEE TO OBTAIN INDEPENDENT ADVICE OF COUNSEL WITH REGARD TO ANY LEASE TERMS. FRANCHISEE FURTHER ACKNOWLEDGES THAT FRANCHISOR'S ACCEPTANCE OF A LOCATION IS IN NO WAY A WARRANTY OR REPRESENTATION BY FRANCHISOR THAT FRANCHISEE'S PJ'S UNIT WILL BE PROFITABLE OR SUCCESSFUL FROM THAT LOCATION.

FRANCHISEE'S ACKNOWLEDGMENT: INITIALS_____

(v) When Franchisor is satisfied with the lease, Franchisor will give Franchisee written authorization to sign it. After receiving Franchisor's authorization to sign the lease, Franchisee must sign and furnish Franchisor a photocopy of the executed lease, including all exhibits, attachments and addenda. When Franchisor verifies that the executed lease contains no variances from the form Franchisor accepted, it will notify Franchisee that the location is finally accepted pursuant to the terms of this Agreement.

ARTICLE 2. INSTALLATION AND COMMENCEMENT OF BUSINESS.

Franchisee, at its own expense, shall: (i) renovate the Location into a PJ's Unit; (ii) obtain all necessary governmental permits and licenses prior to beginning the renovation of its Location into a PJ's Unit and Franchisee shall fully complete the renovation, construction and equipping within a reasonable time thereafter. Franchisee shall commence operation of each PJ's Unit no later than thirty (30) days following substantial completion of the renovation and equipment installation at the Location, and shall give Franchisor ten (10) days written notice prior to commencing operations. Franchisee must employ an architect approved by the Franchisor, in Franchisor's sole discretion, for the preparation of all construction plans and specifications. Franchisee must use a licensed and insured general contractor for all construction and remodeling on the interior or exterior of the franchised location. In no event shall Franchisee construct or remodel the interior or exterior of any PJ's Unit or make any improvements which vary from the then-current standards, plans, and specifications approved by Franchisor, without first obtaining Franchisor's prior written approval. Franchisee, at its own expense, shall obtain all municipal and state licenses necessary to operate Franchisee's PJ's Unit prior to commencing business at its PJ's Unit and shall maintain all licenses in full force and effect during the term of this Agreement.

ARTICLE 3. TRAINING.

3.1. Franchisee will designate individuals (up to 3 persons) as trainee(s) to attend Franchisor's training school in Greater Metro New Orleans, Louisiana (the "Training School") or at another training location selected by Franchisor. Franchisor will offer initial training programs for Franchisee and its management employees at times selected by Franchisor. Franchisor will bear the costs of providing training programs, including the overhead costs of training, staff salaries, materials, and all technical training tools. Franchisee shall pay all traveling, living, compensation, and other expenses incurred by Franchisee and/or Franchisee's employees in connection with attendance at training programs. The training program and manner of conducting such program shall be at Franchisor's sole discretion and control.

3.2. Franchisee will not allow any PJ's Unit to be opened or managed by any person who has not attended and successfully completed the management training course designated by Franchisor. If Franchisee is an individual, and does not manage its PJ's Unit on a day-to-day basis, and in the event its designated unit manager resigns or is terminated, Franchisee must arrange to have the successor unit manager: (i) begin the required training course within 45 days of first assuming the duties of a unit manager; and (ii) successfully complete the course. Provided Franchisee successfully completes the training program, the required training course conducted at Franchisor's facilities will not extend beyond two (2) weeks.

3.3. If at any time the trainee voluntarily withdraws from, or is unable to complete its training, or fails to demonstrate an aptitude, spirit or ability to comprehend and carry out the course of study to the reasonable satisfaction of Franchisor, then Franchisor shall have the right to require Franchisee's trainee to attend other training class(es) or to perform additional operational training until Franchisor is

reasonably satisfied that Franchisee's trainee has satisfactorily completed the training course. Franchisee may not open its PJ's Unit until training is completed to Franchisor's reasonable satisfaction.

3.4. In the event of a sale to a third party of Franchisee's PJ's Unit after opening, the transferee must be trained in the Training School as a condition of Franchisor's consent to such transfer. All tuition costs for such training shall be deemed paid upon receipt by Franchisor of the \$12,500.00 fee due in accordance with Article 13 herein. In the event of an approved non-sale management transfer to a third party of Franchisee's PJ's Unit, the transferee shall attend the Training School and pay to Franchisor the training fee, which fee shall not exceed \$8,000.00. No PJ's Unit shall open or re-open until the Training School certifies that the transferee is approved to operate the respective PJ's Unit.

3.5. Franchisee will provide training at Franchisee's PJ's Unit at the time of its opening. Additional training sessions are available at Franchisee's request and expense, and at Franchisor's request, at Franchisee's expense, except for the initial training course itself. Franchisee's attendance at additional training sessions is mandatory if requested by the Franchisor or if they are scheduled in Franchisee's state. Franchisor may not mandate more than two additional training sessions in a twelve (12) month period. For this additional training, Franchisor will provide the instructors and instructional materials, but Franchisee must arrange for transportation, lodging and food for itself and or its manager. Additional training sessions shall not extend beyond five (5) days. Additionally, Franchisee must attend regional meetings when and if established by Franchisor.

3.6 Franchisee must attend all PJ's Annual Conventions unless exigent circumstances exist and Franchisee receives Franchisor's prior approval not to attend. All costs related to the Annual Convention, including but not limited to, registration fee(s), travel expenses, lodging, food and entertainment shall be Franchisee's sole responsibility. Franchisee's failure to register for the Annual Convention a minimum of four (4) weeks prior to the start date of the Annual Convention will result in a \$500.00 penalty payable to the Franchisor by Franchisee.

ARTICLE 4. MANUALS AND STANDARDS OF FRANCHISEE QUALITY, CLEANLINESS, AND SERVICE.

4.1. STANDARDS.

In order to promote the value and goodwill of Franchisor's Marks and the PJ's System and to protect Franchisor's Marks and the other PJ's Franchisees who comprise the franchise System, Franchisee agrees to conduct its business in accordance with the standards promulgated by Franchisor as follows:

4.2. MANUALS.

(i) In the Manuals and other publications, Franchisor will list authorized products to be sold by Franchisee, and promulgate standards of operation for a PJ's Unit, including standards of quality, cleanliness, and service for all food, beverages, furnishings, interior and exterior decor, supplies, fixtures, and equipment used in connection with each PJ's Unit. Franchisee agrees to operate its PJ's Unit in accordance with the standards, specifications and procedures set forth in the Manuals, this Agreement and the lease for the Location. Franchisee further agrees that changes in the menu, or the standards, specifications and procedures may become necessary from time to time and agrees to accept as reasonable all modifications, revisions and additions to the Manuals as authorized by Franchisor. The sale of any product or service at the Franchisee's Location, without Franchisor's prior written approval shall constitute a material violation of this Agreement.

(ii) The Manuals and all amendments to the Manuals (and copies thereof) are copyrighted and remain Franchisor's property. They are loaned to Franchisee for the term of the

Agreement, and must be returned to Franchisor upon the Agreement's termination, expiration or nonrenewal. The Manuals are highly confidential documents which contain certain trade secrets of Franchisor, and Franchisee shall never reveal, and shall take all reasonable precautions, both during and after the term of this Agreement, to assure that its employees or any other party under Franchisee's control, shall never reveal any of the contents of the Manuals or any other publication, recipe or secret provided by Franchisor, except as is necessary for the operation of Franchisee's PJ's Unit. If Franchisee is not involved in the management of Franchisee's PJ's Unit, the manager must execute a Confidentiality Agreement, a copy of which is attached hereto as Attachment B. If Franchisee loses a Manual, Franchisee shall pay Franchisor \$500.00 to replace any Manual and \$250.00 to replace any other Manual.

4.3. HOURS.

Franchisor and Franchisee agree that the hours of operation of Franchisee's PJ's Unit are at a minimum, 6:00 a.m. to 10:00 p.m. on weekdays and 6:00 a.m. to 10:00 p.m. on weekends. Franchisee agrees to operate its PJ's Unit during such hours. If the Location is in a mall or shopping center, the hours of the mall or shopping center shall control. Franchisee shall diligently and efficiently exercise its best efforts to achieve the maximum gross sales possible from its location, and will be open for business not less than twelve hours per day, seven days per week, unless additional opening hours are reasonably required to maximize operations and sales. If such hours are incorrect in relation to the sales potential of Franchisee's PJ's Unit, then Franchisor and Franchisee shall reasonably adjust such hours by jointly establishing new hours of operation. It is acknowledged that the hours of other Franchisees will vary in relation to each respective location, and local legal restrictions, if any.

4.4. APPEARANCE.

From time to time, Franchisee's PJ's Unit may need a cosmetic improvement or equipment change or addition in order to comply with the Manuals and or to maintain proper operations and an aesthetic appearance and professional image. Accordingly, Franchisor may require remodeling and renovation, and modifications to existing equipment and improvements as is reasonably necessary. Franchisor shall not require any such work at a particular Unit less than three years after the opening of the Unit except: (i) for additional equipment if new food and beverage preparation methods or products are developed and authorized by Franchisor; (ii) if repairs or repainting are necessary to maintain the appearance of the interior and exterior of the Location in a clean and orderly condition satisfactory to Franchisor; or (iii) upon the sale of the Franchisee's PJ's Unit. Within ninety (90) days after receipt of written notice, Franchisee shall fully implement and complete such changes to its Unit operating under this Agreement.

4.5. PRODUCT LINE AND SERVICE.

Franchisee agrees to only serve the specified proprietary coffee items and other approved food and beverage products specified by Franchisor in this Agreement or in the Manuals and to follow all specifications and formulas of Franchisor as to specifications, contents, portion size and quality of products served to its customers from Franchisee's PJ's Unit.

4.6. CONTAINERS, FIXTURES AND OTHER GOODS.

(i) Franchisee agrees that all beverage and food items will be served in containers bearing accurate reproductions of Franchisor's Marks. All cups, containers, napkins, , menus and other packaging and like articles used in connection with Franchisee's PJ's Unit shall conform to Franchisor's specifications, shall be imprinted with Franchisor's Marks and shall be purchased by Franchisee from a distributor or manufacturer approved in writing by Franchisor, as provided in Article 7, which approval will not be unreasonably withheld.

(ii) No item of merchandise, furnishings, interior and exterior decor items, supplies, fixtures, equipment or utensils bearing any of Franchisor's Marks shall be used in or upon any Unit unless the same shall have been first submitted to and approved in writing by Franchisor.

4.7 INSPECTION.

Franchisee agrees to be subject to inspections conducted by Franchisor to insure Franchisee is conducting business in accordance with the standards promulgated by Franchisor.

ARTICLE 5. MENU, UNIFORMS, INSPECTIONS, SIGNS.

5.1. MENU.

(i) Franchisee shall not manufacture, advertise for sale, sell or give away any product unless such product has been approved in the Manuals as an authorized product for sale in Franchisee's PJ's Unit and not thereafter disapproved in writing by Franchisor. All approved products shall be distributed under the specific name designated by Franchisor. Franchisee shall establish all menu prices in its sole discretion. Franchisee shall offer for sale in its Unit only the proprietary coffee products and other food & beverage products that Franchisor designates as "approved and authorized" or which Franchisor has made available as a "regionalized" menu or has otherwise specifically approved in writing (each, "Authorized Product"). No standard product will be removed from the menu unless Franchisee is so instructed by Franchisor.

(ii) Such "Authorized Products" shall be marketed by approved menu formats to be utilized in Franchisee's PJ's Unit. The approved and authorized menu and menu format(s) may include, in Franchisor's discretion, requirements concerning organization, graphics, product descriptions, illustrations, and any other matters (except prices) related to the menu, whether or not similar to those listed. In Franchisor's discretion, the menu and or menu format(s) may vary depending upon region, market size, and other factors. Franchisor may change the menu and or menu format(s) from time to time or region to region or authorize tests from region to region or authorize non-uniform regions or non-uniform PJ's Unit (s) within regions, in which case Franchisee will be given a reasonable time (not longer than thirty (30) days) to discontinue use of any old menu format(s) and implement use of the new menu format(s).

(iii) Franchisee shall, upon receipt of notice from Franchisor, add any Authorized Product to its menu according to the instructions contained in the notice. Franchisee shall have a minimum of 30 days after receipt of written notice in which to fully implement any such change. Franchisee shall cease selling any previously approved product within thirty (30) days after receipt of notice that the product is no longer approved.

(iv) The Authorized Products sold by Franchisee shall be of the highest quality, and the ingredients, composition, specifications, and preparation of such food products shall comply with the instructions and recipes provided by Franchisor or contained in Franchisor's Operations Manual, and with the further requirements of Franchisor as they are communicated to Franchisee from time to time.

5.2. COMPLIANCE.

Franchisee shall operate its PJ's Unit as a clean, orderly, legal and respectable place of business in accordance with Franchisor's business standards and merchandising policies, and shall comply with all applicable ordinances, laws, statutes and regulations governing the operation of such premises, including all disability, food and drug laws and regulations. Franchisee shall not allow any Location or part of a

Location to be used for any immoral or illegal purpose.

5.3. SIGNS, DESIGNS AND FORMS OF PUBLICITY.

(i) Franchisee shall maintain suitable signs or awnings at, on, or near the front of the Location, identifying the Location as a "PJ's Coffee". Such signs and awnings shall conform in all respects to Franchisor's requirements and in accordance with the layout and design plan approved for the Location, except to the extent prohibited by local legal restrictions, and shall be purchased from an approved supplier.

(ii) No exterior or interior sign or any design, advertisement, internet address, "web page" (including, but not limited to, social network mediums) or world wide web home page, sign, or form of publicity, including form, color, number, location, and size, shall be used by Franchisee or any Association (as defined below) unless first submitted to Franchisor and approved in writing (except with respect to prices). Any request by Franchisee for such approval shall be properly submitted in duplicate to: (i) Franchisor's Marketing Department, Attention: Director of Marketing, 180 New Camellia Boulevard, Suite 100, Covington, Louisiana 70433; and (ii) Franchisor's Franchise Development Director 180 New Camellia Boulevard, Suite 100, Covington, Louisiana 70433. Franchisor shall respond to such request within 30 days of its receipt; otherwise, such request shall be deemed not approved. Whenever Franchisee elects to utilize, in the form supplied, advertising supplied by Franchisor or any promotional item specifically approved by Franchisor, no further approval for use of such material is required. Upon written notice from Franchisor, Franchisee shall discontinue and or remove any objectionable advertising materials or any other materials not suitable for display, in Franchisor's sole discretion.

5.4. UNIFORMS AND EMPLOYEE APPEARANCE.

Franchisee shall cause all employees, while working in the PJ's Unit, to: (i) wear uniforms of such color, design, and other specifications as Franchisor may designate from time to time; and (ii) present a neat and clean appearance. If the type of uniform utilized by Franchisee is removed from the list of approved uniforms, Franchisee shall have sixty (60) days from receipt of written notice of such removal to discontinue use of its existing inventory of uniforms and implement the approved type of uniform.

5.5. VENDING OR OTHER MACHINES.

Franchisee shall not permit vending, video gaming devices or game machines or any other mechanical device to be installed or maintained in its Location without Franchisor's prior written approval. Franchisee agrees to purchase, install and maintain a continuous music unit, approved by Franchisor, in its Location. The music selections may be controlled by Franchisor.

5.6. INSPECTION.

(i) Franchisor's authorized representatives shall have the right to enter upon the entire main floor and basement of Franchisee's PJ's Unit during business hours, without disrupting Franchisee's business operations, for the purposes of examining same, conferring with Franchisee's employees, inspecting and checking operations, food, beverages, furnishings, interior and exterior decor, supplies, fixtures, and equipment, and determining whether the business is being conducted in accordance with this Agreement and the PJ's Unit and the Manuals.

(ii) In the event any such inspection indicates any deficiency or unsatisfactory condition with respect to any matter required under this Agreement or the Manuals, including but not

limited to quality, cleanliness, service, health and authorized product line, Franchisor will notify Franchisee in writing of Franchisee's non-compliance with the Manuals, the PJ's Unit, or this Agreement. Franchisee shall have twenty-four (24) hours after receipt of such notice, or such other greater time period as Franchisor in its sole discretion may provide, to correct or repair such deficiency or unsatisfactory condition, if it can be corrected or repaired within such period of time. If not, Franchisee shall within such time period commence such correction or repair and thereafter diligently pursue it to completion.

ARTICLE 6. ADVERTISING AND FRANCHISEE CO-OPERATIVES.

6.1. Franchisee and Franchisor acknowledge the value of advertising and marketing. Franchisor agrees to provide Franchisee with materials and advice to support Franchisee's marketing efforts. Franchisee agrees to pay appropriate percentage as stated on the Data Sheet of the Franchise Agreement of its gross sales for each and every week of its operations to Franchisor (the "System Fee" or "System Fund"). These funds will be deposited, at Franchisor's sole discretion, into a segregated System account (with other advertising collections) controlled by Franchisor. System payments will then be spent for advertising and marketing to benefit Franchisee and/or all regional Franchisees of PJ's Units. The System Fee shall be paid in accordance with the procedure described in Article 9.

6.2. Franchisor, in its sole discretion, may spend the collected fees directly, or may authorize payment of the advertising collections for media time, production of media materials, whether for radio, television, newspapers, social, web or store level materials such as flyers, or posters, or for any other type of advertising or marketing use. Franchisor is not, under any circumstances, obligated to contribute to any national or local advertising fund, program, cooperative, or other organization any advertising fees or contributions.

6.3. Franchisor may, in its sole discretion, establish local marketing cooperatives for the common benefit of all PJ's franchisees. Franchisor has the right, in its sole discretion, to designate any geographical area for purposes of establishing a regional marketing and promotions cooperative ("Cooperative"), and to determine whether Franchisee must participate in a Cooperative. If a Cooperative has been established applicable to the PJ's Unit at the time Franchisee begins operating under this Agreement, Franchisee must immediately become a member of such Cooperative. If a Cooperative applicable to the PJ's Unit is established at any time during the term of this Agreement, Franchisee must become a member of such Cooperative no later than thirty (30) days after the date on which the Cooperative begins operation. Franchisor has the right to change, combine or dissolve cooperatives. If the PJ's Unit is within fifty (50) miles of more than one Cooperative, Franchisee is required to be a member of only one such Cooperative. The following provisions will apply to each Cooperative:

- f) Each member of the Cooperative must contribute one (1%) percent up to three (3%) percent of its weekly gross sales for each and every week of its operations to the Cooperative ("Cooperative Fee");
- g) Each Cooperative will be organized and governed in a form and manner, and will commence operation on a date, approved in advance by Franchisor;
- h) Each Cooperative will be organized for the exclusive purpose of administering regional marketing and advertising programs and developing, subject to Franchisor's approval, standardized marketing materials for use by the members in local marketing;
- i) All activities and contributions to the Cooperative shall be determined by a majority vote of the members in the Cooperatives; and
- j) No promotional or advertising plans or materials may be used by a Cooperative or furnished

to its members without Franchisor's prior written approval. All such plans and materials shall be submitted to: Franchisor's Marketing Department, Attention: Director of Marketing, 180 New Camellia Blvd, Suite 100, Covington, LA 70433.

6.4. If Franchisor elects to pay all or a portion of the System Fund to a Cooperative and if one of the following events occurs and is not resolved by the Cooperative, then Franchisor reserves the right to exercise sole decision-making power over the advertising funds: (i) if a Cooperative ceases functioning; or (ii) an impasse arises because of the inability or failure of the Cooperative members to resolve any issue affecting the establishment or effective functioning of an individual Cooperative; or (iii) a Cooperative fails to function in a productive or harmonious manner; or (iv) a Cooperative is unable to approve any advertising program within a reasonable time not to exceed thirty (30) days.

6.5. In addition to the System Fee and Cooperative Fee, Franchisee agrees to spend a minimum of FIVE THOUSAND DOLLARS and NO/100 (\$5,000.00) for its "Grand Opening" promotion as designated by Franchisor. The "Grand Opening" event is required for all Franchisees and functions to introduce Franchisee's Unit to the public. The application and use of the "Grand Opening" funds shall be controlled by Franchisor's marketing department.

6.7. Franchisee shall sell or otherwise issue gift cards or certificates (together "Gift Cards") that have been prepared utilizing the standard form of Gift Card provided or designated by Franchisor, and only in the manner specified by Franchisor in the Manual or otherwise in writing. Franchisee shall fully honor all Gift Cards that are in the form provided or approved by Franchisor regardless of whether a Gift Card was issued by Franchisee or another PJ's franchisee. Franchisee shall sell, issue, and redeem Gift Cards in accordance with procedures and policies specified by Franchisor in the Manual or otherwise in writing by a third-party service provider.

Franchisee shall pay the monthly fees that may be required by the vendor of the Gift Card system. Franchisee shall not sell, issue, or redeem gift certificates other than gift cards approved by Franchisor in writing.

Unless otherwise directed by certain state law, Franchisee acknowledges and understands that upon the expiration of any Gift Card all unused funds shall become the property of Franchisor and at the Franchisor's discretion, unused funds may be distributed to participating Franchisees.

6.8. Franchisee shall participate in PJ's customer loyalty program(s) designated by the Franchisor. Franchisee shall pay fees associated with the loyalty program(s).

ARTICLE 7. COMPANY MARKS AND ADDITIONAL MARKS.

7.1. The license and related rights to use the System, the Manuals, Franchisor's Marks and any other proprietary products granted by this Agreement are applicable only with respect to Franchisee's Unit at the Location, and not elsewhere, except in the event of a relocation approved in writing by Franchisor. This Agreement does not authorize the use of mobile vending vehicles, carts, kiosks or any other non-traditional delivery units.

7.2. Franchisee shall not interfere in any manner with, or attempt to prohibit, the use of Franchisor's Marks by any other Franchisee of Franchisor or in connection with other PJ's Units, distribution points or any other Unit used to distribute PJ's authorized or branded products.

7.3. Franchisor may, from time to time, in Franchisor's sole discretion, obtain additional trademark and or service mark rights in words and or designs. In the event of any of these occurrences, Franchisor may license Franchisee to use those trademarks or service marks by giving written notification to Franchisee that such marks now form part of Franchisor's Marks. The term of such license will be

coextensive with the term of this Agreement or as otherwise established by Franchisor, and will be subject to all restrictions with respect to the use of those rights as set forth in this Agreement and in the notice granting Franchisee the license.

7.4 In the event that litigation involving the Franchisor's Marks is instituted or threatened against Franchisee, who is still in good standing with Franchisor and is still authorized to use the Franchisor's Marks, Franchisee shall promptly notify Franchisor and shall cooperate fully with Franchisor in defending or settling such litigation. Franchisor shall defend and hold Franchisee harmless from any claims of trademark infringement for the use of the Franchisor's Marks, provided that Franchisee promptly gives written notice to Franchisor and tenders the full defense of such claim to Franchisor. Franchisor shall have the complete control and direction of any such legal action, including the settlement thereof, without providing notice to Franchisee and shall bear all cost of defense of any such claim or suit.

ARTICLE 8. DISTRIBUTION AND PURCHASE OF EQUIPMENT, SUPPLIES, AND OTHER PRODUCTS.

Franchisee agrees to use and sell only the PJ's proprietary and approved products that are (i) prepared according to specified recipes, standards and procedures, including Franchisor's and/or its affiliates' proprietary coffee beans, beverages, mixes, syrups and food products and/or (ii) branded, trademarked, produced and/or packaged exclusively for Franchisor and/or its affiliates (the "PJ's Products"):

8.1. DEFINITIONS.

For the purpose of this Agreement, "distributor" is defined as any entity, except a manufacturer, that directly or indirectly delivers raw materials to the Franchisee. A "manufacturer" is defined as the entity that manufactures and or sells the Raw Materials to a distributor. Raw Materials mean all of the products purchased from distributors, and or manufactured or sold by manufacturers or production entities which are used in the creation of Authorized Products. Raw Materials include, but are not limited to beans, printed paper goods, bakery products, dairy products, produce, and clothing (collectively, the "Raw Materials"). "Authorized" means approved by Franchisor in accordance with the procedures established in this Agreement.

8.2. DISTRIBUTORS.

(i) Franchisee acknowledges that it is generally unrealistic from a cost and service basis to have more than one distributor in the market area of Franchisee's Unit, and that to obtain the lowest distribution costs, all regional Franchisees should only purchase from one authorized PJ's distributor. Franchisee agrees to only purchase all equipment, supplies, Raw Materials and other products and materials necessary for the operation of its Unit solely from Authorized distributors, and other authorized sources who demonstrate, to the continuing reasonable satisfaction of Franchisor, the ability to meet Franchisor's then-current standards and specifications for such items; who possess adequate quality controls and capacity to supply Franchisee and all other Unit Franchisees needs promptly and reliably; who demonstrate the ability and willingness to work with Franchisor to provide the assistance needed by the those Franchisees in the region and all other Unit Franchisees; who agree to distribute all authorized PJ's products; who comply with Franchisor's reasonable requirements; and who have been approved in writing by Franchisor and not thereafter disapproved.

(ii) If Franchisee desires to purchase any items from an unapproved distributor, whom Franchisee desires to become an Authorized distributor, Franchisee shall first submit a written request for such approval to Franchisor, addressed to: (i) Vice President of Operations: 180 New

Camellia Boulevard, Suite 100, Covington, Louisiana 70433; accompanied by a similar written request for approval from the proposed distributor. Franchisor shall have the right to require that the proposed distributor provide reasonable financial, operational and economic information regarding its business and that Franchisor's representatives be permitted to inspect the proposed distributor's facilities and establish economic terms, delivery, service and other requirements consistent with other distribution relationships for other PJ's Units. The proposed distributor shall pay to Franchisor in advance all of Franchisor's reasonable costs in review of the application of the distributor to service the Franchisee as well as all current and future reasonable costs related to inspecting and reinspecting the distributor's facilities, equipment, Raw Materials in the distributor's possession at any time. Franchisor may revoke its approval upon the distributor's failure to continue to meet any of Franchisor's criteria. Nothing in this article shall require Franchisor to approve any distributor. Upon the receipt by Franchisor of Franchisee and the proposed distributor's request for approval in full compliance of this article, Franchisor will notify Franchisee of its decision within ninety (90) days after completion of such application and inspection. In the event an alternate approved distributor to the recommended distributor is used by Franchisee, as a condition thereof Franchisee and all other Franchisees shall authorize the alternate distributor to provide to Franchisor duplicate purchase invoices for Franchisor's records and inspection purposes and to otherwise comply with Franchisor's reasonable requests.

8.3. MANUFACTURERS.

(i) The parties agree that Franchisor's product specifications and portion control system are highly confidential information and are trade secrets of Franchisor. In order to: (i) achieve appropriate pricing; (ii) obtain the specially formulated PJ's authorized materials for Franchisee and all of Franchisor's system units; and (iii) establish consistent uniformity of PJ's products, Franchisee acknowledges that purchasing by all Unit or regional Franchisees from approved manufacturers is a necessity. Because of the importance of quality and uniformity of product and the significance of product specifications and portion control in the preparation of Authorized Products to achieve and maintain such quality and uniformity, it is to the mutual benefit of the parties that Franchisor closely control the production and distribution of the Materials used to produce authorized products sold by Franchisee. Similar considerations may also apply to other products which Franchisor may develop in the future. Franchisee therefore agrees to purchase only Raw Materials manufactured in accordance with Franchisor's specifications and quality standards by approved manufacturers who demonstrate, to the continuing reasonable satisfaction of Franchisor, the ability to meet Franchisor's then-current standards and specifications for such items; who possess adequate quality controls and capacity to meet the needs of Franchisee and all other PJ's franchisees in a given region promptly and reliably; who demonstrate the ability and willingness to work with Franchisor and to provide the assistance needed by the PJ's Unit and who have been approved in writing by Franchisor and not thereafter disapproved.

(ii) If Franchisee desires to purchase any items from an unapproved manufacturer, who Franchisee desires to become an Authorized manufacturer, Franchisee shall first submit a written request for such approval to Franchisor, addressed to: (i) Vice President of Operations: 180 New Camellia Boulevard, Suite 100, Covington, Louisiana 70433; accompanied by a similar written request for approval from the proposed manufacturer. Franchisor shall have the right to require that the proposed manufacturer provide reasonable financial, operational and economic information regarding its business and that Franchisor's representatives be permitted to inspect the proposed distributor's facilities and establish economic terms, delivery, service and other requirements consistent with other with other manufacturing relationships for other system units. The proposed manufacturer shall pay to Franchisor in advance all of Franchisor's reasonable costs in review of the application of the manufacturer to service the Franchisee as well as all current and future reasonable costs related to inspecting and reinspecting the manufacturer's facilities, equipment and Raw Materials at any time. Franchisor may revoke its approval upon the manufacturer's failure to continue to meet any of Franchisor's criteria. Nothing in this article shall require Franchisor to approve any manufacturer. Upon the receipt by Franchisor of Franchisee and

the proposed manufacturer's request for approval in full compliance of this article and the completion of all of the inspections needed by Franchisor to evaluate the manufacturer, Franchisor will notify Franchisee of its decision within ninety (90) days after completion of such application and inspections. If an alternate approved manufacturer to the recommended manufacturer is used by Franchisee, as a condition thereof Franchisee and all other Franchisees shall authorize the alternate manufacturer to provide to Franchisor duplicate purchase invoices for Franchisor's records and inspection purposes and to otherwise comply with Franchisor's reasonable requests.

8.4. PURCHASE OBLIGATIONS.

Franchisee agrees to purchase the following items from the Franchisor or an approved distributor and manufacturer designated by Franchisor:

(i) All Branded PJ's Products that bear Franchisor's Mark; Franchisor has a long term strategic plan to create another profit center for Franchisee and itself by the sale of PJ's branded products in Units, supermarkets, grocery stores, etc. To accomplish this goal, Franchisor intends to develop such products. To effectuate this long term strategy, Franchisee agrees to cooperate with Franchisor with respect to the purchase, display and sale of any Branded Products authorized for sale by Franchisor. Franchisee consents to the receipt by Franchisor of licensing fees from manufacturers who manufacture Branded Products which will compensate Franchisor for such use of Franchisor's Marks.

(ii) Certain PJ's standard exterior and interior signs; these signs require the prior fabrication of sign molds or advance production in quantity to be either affordable or promptly available. If Franchisor has entered into an agreement with approved sign manufacturer(s), granting rights to use Franchisor's Marks in connection with the signs and to sell such signs to PJ's franchisees, Franchisee agrees to purchase its signs from the authorized sign manufacturer(s).

(iii) Franchisee agrees that at such times that Franchisor establishes a regional or national purchasing program for any of the Raw Materials, which may benefit Franchisee by reduced price, lower labor costs, production of improved Authorized Product(s), increased reliability in supply, improved distribution, Raw Material cost control (establishment of consistent pricing for reasonable periods to avoid market fluctuations), improved operations by Franchisee or other tangible benefits to Franchisee, Franchisee will participate in such purchasing program in accordance with the terms of such program.

(iv) PJ's may elect to prepare pre-construction drawings which are designed to aid an architectural / engineering firm in the preparation of the complete construction drawing set for the PJ's Unit. The pre-construction drawings may include the following: existing and proposed floor plan, reflected ceiling plan, equipment and furniture plan, finishes and details, and typical elevations plan. Should Franchisor elect to offer this service, Franchisee agrees to purchase pre-construction drawings from Franchisor. The fee for the pre-construction drawings will vary depending on the project scope and size of the PJ's Unit. Said fee can range from \$500 to \$2,500 per PJ's Unit.

ARTICLE 9. CONTINUING FRANCHISE FEES, REPORTS, BOOKS AND RECORDS.

9.1. CONTINUING ROYALTY FEES.

(i) Franchisee shall pay to Franchisor weekly during the term of this Agreement and any renewals or extensions thereof, appropriate percentage as stated on the Data Sheet of the Franchise Agreement of the weekly gross sales of Franchisee's Unit ("Royalty Fee"). For the purposes of this Agreement, "gross sales," means gross revenues (excluding price discounts and allowances) received by Franchisee as payment, whether in cash or for credit (and, if for credit, whether or not payment is received

therefor), for all beverages, food, and other goods, services, and supplies including all sales from approved co-brands as described in Article 22 sold in or from each of Franchisee's PJ's Unit, and gross revenues received by Franchisee from any other business (including, but not limited to, all revenues from any mechanical or other device, such as vending, video gaming or game machines installed at the Location) operated at the Location, excluding sales taxes.

(ii) At Franchisor's request, Franchisee shall promptly execute or re-execute within five (5) days after Franchisor's request, and deliver to Franchisor appropriate pre-authorized check forms or such other instruments or drafts required by Franchisor's bank, payable against Franchisee's bank account, to enable Franchisor to electronically (draft on Franchisee's account by electronic withdrawal), collect the continuing Royalty Fee (see Article 9.1(i)) and System Fee (see Article 6) of gross sales payable under the terms of this Agreement. At Franchisor's request, Franchisee shall, within five (5) days from such request, promptly perform such acts as to enable Franchisor or its designee to connect its computers to Franchisee's computer(s) or Franchisee's POS System so that Franchisor or its designee may electronically obtain statistical information regarding Franchisee's PJ's Unit activities that Franchisor may in its sole discretion request. Franchisee agrees to not disconnect Franchisor or its designee from such connection or phone line at any time, for any reason, without Franchisor's prior written approval. Franchisee specifically authorizes Franchisor to either "upload" or "download" information in and from or to its computers, cash registers or other such devices as allowed by law, as it relates to the Unit Operation by internet, intranet, and other networks or other means as they become available.

(iii) Franchisee shall report its gross sales by the designated computer system within two days after the end of each business week (currently Tuesday) or at such other times as are established by Franchisor in its sole discretion. Franchisee shall submit written weekly summaries showing results of its operations by the following Saturday. If Franchisee fails to report its sales on a timely basis, Franchisor may estimate the amount of Franchisee's sales. Franchisor will then deposit or transfer the reported, or in the absence of a report, the estimated, amounts due into its own account, using the Unit Franchisee's pre-authorized checks or other instruments. If any draft, electronic or otherwise, is unpaid because of insufficient funds or otherwise, then Franchisee shall pay Franchisor interest on the unpaid sum at a rate of prime plus 2.5% per annum or the maximum rate allowed by the applicable Federal and/or state law in addition to Franchisor's expenses arising from such non-payment, including bank fees in the amount of at least \$50.00, hourly staff charges arising from such default, and any other related expenses incurred by Franchisor. By the 5th day of each month Franchisee shall pay to Franchisor any sums unpaid for the prior month to adjust for sales owed for any partial week or sales that were unpaid, improperly recorded or not credited on Franchisees books and records. Franchisee hereby agrees to pay any sales, use or other tax now or hereinafter imposed on franchise fees, advertising fees or any additional rental collected under the sublease for the Location, imposed by any Federal, state or local governmental authorities. Franchisor, at its sole discretion, may collect the taxes in the same manner as franchise fees are collected herein and if Franchisor collects such taxes, Franchisor shall promptly pay the tax collections to the appropriate governmental authority.

9.2. REPORTS AND INSPECTION OF RECORDS.

(i) Franchisee shall submit to Franchisor a quarterly Profit and Loss Statement, signed and certified by Franchisee, and shall provide Franchisee's sales, expenses and financial status with respect to Franchisee's Unit. In addition, Franchisee shall submit to Franchisor an annual Profit and Loss Statement prepared by a Certified Public Accountant, in accordance with generally accepted accounting principles. Franchisee shall also provide Franchisor with copies of signed original sales and use tax forms contemporaneously with their filing with the appropriate state or local authority. Franchisor reserves the right to require such further information concerning Franchisee's Unit as Franchisor may from time to time reasonably request.

(ii) Upon ten (10) days' prior written notice, Franchisor, its agents or representatives may audit Franchisee's books and records in accordance with generally accepted standards established by certified public accountants. In connection with such audit(s) or other operational visits, Franchisee agrees to keep its reports, cash receipts records, weekly and monthly control forms, accounts payable records including all payments to Franchisee's suppliers in its PJ's Unit or at its business office for three years after their due date, which records shall be available for examination by Franchisor or its representative(s), at Franchisor's request. Without any prior written notice, Franchisor, its agents or representatives may inspect Franchisee's entire Unit and Franchisee's daily, weekly and monthly statistical information. Franchisee shall make such information available for such inspections in recognition that an operational inspection cannot succeed without review of essential statistical information.

(iii) If any audit or other investigation reveals an under-reporting or under-recording error of five percent (5%) or more, then in addition to any other sums due, the expenses of the audit/inspection shall be borne and paid by Franchisee upon billing by Franchisor, plus interest at the highest compound rate authorized by the state in which the Unit is located.

(iv) Franchisee acknowledges that Franchisor's Operations Department regularly reviews ongoing operations at PJ's Units to ensure consistency of products and service and compliance with the Manuals and this Agreement. Franchisee therefore agrees to promptly complete and submit all forms requested by Franchisor's Operations Department, whether on a daily, weekly or monthly basis. Non-compliance with this obligation constitutes a material violation of this Agreement.

ARTICLE 10. COVENANT REGARDING OTHER BUSINESS INTERESTS.

10.1. For purposes of this Article only, "Franchisee" shall mean and include the individual Franchisee; Franchisee's spouse and minor children; Franchisee's shareholders, officers, and directors, if Franchisee is a corporation; and any one or more partners or participants in Franchisee, if Franchisee is a partnership or joint venture, or members, if Franchisee is an LLC.

10.2. Franchisee acknowledges that the PJ's System is unique and distinctive and has been developed by Franchisor at great effort, time, and expense, and that Franchisee has regular and continuing access to valuable and confidential information, training, and trade secrets regarding the PJ's System. Franchisee recognizes its obligations to keep confidential such information as set forth herein. Franchisee therefore agrees as follows:

(i) During the term of this Agreement, except with Franchisor's prior written consent, Franchisee shall not, in any capacity whatsoever, either directly or indirectly, individually or as a member of any business organization, engage in the production or sale at retail or wholesale of any coffee beans, coffee products, specialty coffee beverages, mixes, syrups and coffee house-type food products now or in the future approved by Franchisor for use in Franchisee's PJ's Unit, or have any employment or interest in any firm engaged in the production or sale of such products.

(ii) Upon the termination, expiration or nonrenewal of this Agreement, or if Franchisee assigns or transfers its interest herein to any person or business entity, or if any person identified in the first paragraph of this Article terminates its relationship with Franchisee, then for a period of twenty four (24) months thereafter such Franchisee shall not, in any capacity whatsoever, either directly or indirectly, individually or as a member of any business organization, engage in the production or sale at retail of any coffee beans, coffee products, specialty coffee beverages, mixes, syrups and coffee house-type food products, or have any employment or interest in any firm engaged in the production or sale at retail or wholesale of any such products, at a site within a radius of fifty (50) miles of any of

Franchisee's former Unit or within twenty (20) miles of any other PJ's Unit or Distribution Point then existing, unless Franchisor gives its prior written consent. If Franchisee violates the terms of this paragraph, Franchisee shall pay to Franchisor, as liquidated damages, an amount equal to FIFTEEN HUNDRED DOLLARS (\$1,500.00) per month for each month this covenant is violated, plus seven percent (7%) of the gross sales achieved at the site during the continuation of such violation.

(iii) In the event any portion of the above covenants violates laws affecting Franchisee, or is held invalid or unenforceable in a final judgment to which Franchisor and Franchisee are parties, then the maximum legally allowable restriction permitted by law shall control and bind Franchisee. Franchisor may at any time unilaterally reduce the scope of any part of the above covenants, and Franchisee shall comply with any such reduced covenant upon receipt of written notice.

10.3. The provisions of this Article shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Franchisor for any infringement of, violation of, or interference with, this Agreement, or Franchisor's Marks, System, trade secrets, or any other proprietary aspects of Franchisor's business.

ARTICLE 11. INTERFERENCE WITH EMPLOYMENT RELATIONS.

Without Franchisor's prior written consent, during the term of this Agreement, Franchisee shall not employ or seek to employ, directly or indirectly, any person serving in an executive, managerial or operational position who is at the time or was at any time during the prior six (6) months employed by Franchisor. Request for Franchisor's consent shall be sent in duplicate and addressed in writing to Franchisor's Vice-President of Operations, 180 New Camellia Blvd, Suite 100, Covington.

ARTICLE 12. SUBFRANCHISORS, SALESMEN.

Inasmuch as this Agreement has not been executed by the Franchisee at the office of Franchisor, Franchisor requires certain assurances that this Agreement has been sold in accordance with applicable laws, rules and regulations. Accordingly, in order to induce Franchisor to execute this Agreement, Franchisee agrees to execute a Franchise Disclosure Acknowledgement Statement to this Agreement that acknowledges that Franchisor is relying upon the acknowledgments, representations and commitments of Franchisee that no other salesman, staff member, entity, or associate of Franchisor has met Franchisee regarding this franchise sale or the offer and acceptance thereof other than those set forth therein. The statement shall identify all sales persons involved in the sales, negotiation and execution of this Agreement and shall identify any subfranchisor. Franchisor shall be entitled to rely on the Franchise Disclosure Acknowledgement Statement, and Franchisee shall be bound by its contents.

ARTICLE 13. NATURE OF INTEREST, AND TRANSFER.

13.1. GENERAL PROVISIONS.

(i) This Agreement shall inure to the benefit of the successors and assigns of Franchisor. Franchisor shall have the right to transfer or assign this Agreement to any person or legal entity who assumes its terms and agrees to comply with Franchisor's obligations contained herein. Franchisor shall have no liability for the performance of any obligations contained in this Agreement after the effective date of such transfer or assignment.

(ii) The rights and duties created by this Agreement are personal to Franchisee. Accordingly, except as otherwise permitted herein, neither Franchisee nor any person with an interest in Franchisee shall, without Franchisor's prior written consent, directly or indirectly sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any direct or indirect interest in this Agreement or, if Franchisee is a partnership, joint venture, LLC or corporation, any direct or indirect

interest in Franchisee. Any such purported assignment occurring by operation of law or otherwise without Franchisor's prior written consent shall constitute a default of this Agreement by Franchisee, and shall be null and void. Except in the instance of Franchisee advertising to sell its Unit pursuant to the terms hereof, Franchisee shall not, without Franchisor's prior written consent, offer for sale or transfer at public or private auction or advertise publicly for sale or transfer, the furnishings, interior and exterior decor items, supplies, fixtures, equipment, Franchisee's sublease or the real or personal property used in connection with Franchisee's Unit.

(iii) Upon immediate completion of Franchisee's sale transaction, Franchisee shall pay to Franchisor an administrative/transfer fee of TWELVE THOUSAND AND FIVE HUNDRED DOLLARS (\$12,500.00) to cover Franchisor's training expenses and additional cost associated with the transfer. This administrative transfer fee will not be due with respect to any transfer that (together with all other related previous, simultaneous, or proposed transfers) does not result in the transfer of control of Franchisee.

(iv) Franchisee's rights may pass to Franchisee's next of kin or legatee if they assume Franchisee's obligations and attend and complete Franchisor's training program. Upon Franchisee's disability, Franchisee may sell the franchise or keep it, if operated by trained personnel.

(v) Franchisor's consent to a transfer shall not constitute a waiver of any claims it may have against the transferring party arising out of this Agreement or otherwise.

(vi) If Franchisee is an individual, Franchisor hereby consents to the assignment of this Agreement and any and all obligations referable thereto without any fee charged by Franchisor to a corporation, or other entity, principally owned by Franchisee within 90 days from the date hereof. Upon such assignment and assumption by the corporation, or other entity, along with delivery of executed originals of same to Franchisor, Franchisee/Transferee must enter into a Personal Guarantee, attached hereto as Attachment A, regardless of Franchisee's ownership in the business entity.

13.2. CONSENT TO TRANSFER.

For all proposed transfers or assignments of this Agreement, and transfers of more than 51% of the outstanding and issued stock of Franchisee by one or more transfers or any transfer which, directly or indirectly, effectively changes management control of Franchisee, Franchisor will not unreasonably withhold its consent to any transfer or assignment which is subject to the restrictions of this Article, provided however, Franchisor shall not be required to give its consent unless all of the following conditions are met prior to the effective date of assignment:

(i) Upon the execution of this Agreement and upon each direct or indirect transfer of an interest in this Agreement or in Franchisee and at any other time upon Franchisor's request, Franchisee shall, within five days prior to such transfer or at any other time at Franchisor's request, furnish Franchisor with an estoppel agreement indicating any and all causes of action, if any, that Franchisee may have against Franchisor or if none exist and a list of all shareholders or partners having an interest in this Agreement or in Franchisee, the percentage interest of each shareholder or partner, and a list of all officers and directors, in such form as Franchisor may require.

(ii) Franchisee's written request for transfer of either a partial or whole interest in this Agreement or Franchisee's Unit must be accompanied by an offer to Franchisor of a right of first refusal at the same price offered by any bona fide buyer less 5% Franchisor shall have the right and option, exercisable within 15 days after receipt of such written notification, to send written notice to Franchisee or such person that Franchisor or its third-party designee, intends to purchase the interest which is proposed to be transferred, on the same terms and conditions offered by the third party. If

Franchisor accepts such offer, the transfer/administrative fee due by Franchisee shall be waived by Franchisor. Any material change in the terms of an offer prior to closing shall cause it to be deemed a new offer, subject to the same right of first refusal by Franchisor, or its third-party designee, as in the case of the initial offer. Franchisor's failure to exercise such option shall not constitute a waiver of any other provision of this Agreement, including any of the requirements of this Article with respect to the proposed transfer.

(iii) The Franchisee is not in default under the terms of this Agreement or any other agreement with Franchisor, the Manuals or any other obligations owed Franchisor, and all of its then-due monetary obligations to Franchisor have been paid in full.

(iv) The Franchisee and its shareholders or members, if the Franchisee is a corporation or limited liability company, have executed a general release under seal, in a form prescribed by Franchisor, of any and all claims against Franchisor, its shareholders, directors, officers, subfranchisors, and employees.

(v) The transferee/assignee has demonstrated to Franchisor's satisfaction that it meets all of Franchisor's then-current requirements for new Franchisees or for holders of an interest in a franchise, including, without limitation, possession of good moral character and reputation, satisfactory credit ratings, acceptable business qualifications, and the ability to fully comply with the terms of this Agreement.

(vi) The transferee/assignee, its manager or other employees responsible for the operation of the PJ's Unit have satisfactorily completed Franchisor's training program.

(vii) The transferee/assignee executes such other documents as Franchisor may require. This will include a replacement franchise agreement on the then-current franchise agreement and any other forms used by Franchisor.

ARTICLE 14. TERM, DEFAULT AND TERMINATION.

14.1. TERM.

(i) Provided Franchisee is not in default of the terms and conditions contained in its Location lease and this Agreement, this Agreement shall continue for a period of ten (10) years commencing upon the Franchisee opening the PJ's Unit.

(ii) Franchisee may renew the rights granted by this Agreement for two (2) additional terms of ten (10) years each, subject to the following conditions:

(a) Franchisee gives Franchisor written notice of Franchisee's election to renew not less than six and not more than twenty-four (24) months before the end of the then current term;

(b) Franchisee is not in default of any provision of this Agreement or any amendments to this Agreement, the Location lease, the Manuals or any monetary obligation owed to Franchisor; and

(c) At Franchisor's request, Franchisee shall undertake and complete the reasonable renovation or modernization of its PJ's Unit.

(d) Franchisee shall execute Franchisor's then-current franchise agreement

and related agreements. Notwithstanding the execution of the Franchisor's then-current franchise agreement upon renewal under this Section, Franchisee shall not be required to pay the initial franchise fee called for therein.

14.2. DEFAULTS WITHOUT OPPORTUNITY TO CURE.

Franchisee shall be in default and Franchisor may, at its option, upon 30 days' written notice to Franchisee, terminate this Agreement and all rights granted by it, without affording Franchisee any opportunity to cure the default, upon the occurrence of any of the following events:

(i) Franchisee's knowingly or intentionally maintaining false books or records, or submitting any false report or payment to Franchisor;

(ii) Franchisee's conduct of the PJ's Unit licensed pursuant to this Agreement is so contrary to this Agreement, the System and the Manuals as to constitute an imminent danger to the public health (for example, selling spoiled food knowing that the food products are spoiled or allowing a dangerous condition arising from a lack of security for customers to continue despite Franchisee's knowledge of such condition), or selling regularly unauthorized products to the public after notice of default and continuing to sell such products whether or not Franchisee has cured the default after one or more notices;

(iii) The conviction of a felony, or a crime involving moral turpitude, or any other crime or offense that is reasonably likely, in the sole reasonable opinion of Franchisor, to adversely affect the Unit, Franchisor's Marks; the goodwill associated with the System or Franchisor's interest in each of them by Franchisee's, or its controlling or operating shareholders or members if Franchisee is a limited liability company.

(iv) Franchisee's intentional disclosure or use of the contents of the Manual, trade secrets or confidential or proprietary information provided to Franchisee by Franchisor in violation of this Agreement, excluding acts of independent employees or others not under Franchisee's control; or

(v) If Franchisee repeatedly commits defaults under any provisions of this Agreement or any other agreement with Franchisor on three (3) or more occasions in any twelve (12) month period, or six (6) or more occasions in any consecutive twenty-four (24) month period, even if Franchisee cured each such prior default, and even if Franchisee would otherwise be given an opportunity to cure the current default.

(vi) Franchisee, without Franchisor's consent, ceasing to operate or otherwise abandoning its PJ's Unit or any other PJ's Units or upon destruction of its PJ's Unit, failure to rebuild and resume operation within a reasonable time. Cessation of the business shall not constitute a default under this Agreement if caused by condemnation, expiration of a Location lease pursuant to its terms at execution, natural, governmental or supplier related causes out of Franchisee's control, or when failure to rebuild following destruction of the Unit is prohibited by law or the Location lease. In the event of termination pursuant to this subsection, the written notice period shall commence five days from the date Franchisor sends written notice to Franchisee. At the expiration of this time period, this Agreement shall be deemed terminated. For purposes of this article, ceasing to operate or otherwise abandoning its Unit shall be defined as Franchisee's failure to open its PJ's Unit for business for five consecutive days.

14.3. DEFAULTS WITH OPPORTUNITY TO CURE.

(i) Except as otherwise provided in this Agreement, Franchisee shall have ten (10) days after Franchisor's written notice of default within which to remedy any default under this Section

14.3, and to provide evidence of such remedy to Franchisor. If any such default is not cured within that time period, or such longer time period as applicable law may require, Franchisor may, at its option, terminate this Agreement and all rights granted by it, by sending a five (5) day written notice of cancellation of this Agreement to Franchisee. Upon the expiration of such five (5) day period, this Agreement shall end and expire as if it were the day fixed for termination of this Agreement.

(ii) Franchisee shall be in material default under this Article for any failure to comply with any of the requirements imposed by this Agreement. Such material defaults shall include, without limitation, the occurrence of any of the following events:

(a) Franchisee's failure, refusal, or neglect to promptly pay any monies owed to Franchisor when due, or to submit the financial or other information required by Franchisor under this Agreement.

(b) Franchisee's failure to maintain the standards specified by Franchisor in the Manual or otherwise.

(c) Franchisee's failure, refusal or neglect to obtain Franchisor's prior written approval or consent as required by this Agreement.

(d) Franchisee's misuse or unauthorized use of Franchisor's Marks or other material impairment of the goodwill associated therewith or Franchisor's rights therein.

(e) Franchisee's commencement or conducting of any business operation, or marketing of any product, under a name or mark which, in Franchisor's reasonable opinion, is confusingly similar to Franchisor's Marks.

(f) Franchisee's default, without cure after the applicable grace period, under any lease, sublease, sub-sublease, mortgage, or deed of trust covering the Location.

(g) Franchisee's failure to procure or maintain the insurance required by this Agreement or in the lease and sublease for the Location.

(h) Franchisee's default in the performance of any term, condition or obligation in payment of any indebtedness to its landlord or sublandlord, distributors or suppliers or others arising out of the purchase of inventory, supplies or purchase or lease of equipment for operation of its Unit, and if any such default is not cured within 30 days after written notice by Franchisor to Franchisee, unless Franchisee is determined by a court of competent jurisdiction to be not in default.

14.4. In the event of a default by Franchisee, all of Franchisor's costs and expenses arising from such default, including reasonable legal fees and reasonable hourly charges of Franchisor's administrative employees shall be paid to Franchisor by Franchisee within 5 days after cure.

14.5. Notwithstanding the obligations of Franchisee and Franchisor to arbitrate all disputes and other conflicts, Franchisee and Franchisor acknowledge that certain defaults require immediate action to protect the appropriate party. Accordingly, Franchisor and Franchisee each hereby consent to and authorize the other party to apply to any court of competent jurisdiction for judicial assistance in restraining and enjoining violations of this Agreement. Both Franchisor and Franchisee are entitled to an injunction restraining Franchisor or Franchisee from committing or continuing to commit any default, breach or threatened breach of this Agreement, without showing or proving any actual damage sustained by the party seeking such relief.

14.6. Non-enforcement by Franchisor of any violation of the terms of this Agreement by Franchisee shall not constitute a waiver of such violation by Franchisor nor shall Franchisor be deemed to have waived any of its rights to enforce compliance by Franchisee of such breach or any other breach of this Agreement.

14.7. EARLY TERMINATION

In addition, If Franchisee ceases to operate or otherwise abandons its PJ's Unit before this Agreement expires without Franchisor's prior written consent, Franchisee must pay Franchisor an early termination fee ("Early Termination Fee") for breaching this Agreement. The amount of the Early Termination Fee is calculated as follows:

(i) Compute the average monthly Royalty and System Fees paid during the twelve (12) month period immediately preceding the date Franchisor receives notification of the closure, or, if the store has been open for less than twelve (12) months, the average monthly Royalty and System Fees paid since the opening of the PJ's Unit; and

(ii) Multiply the average monthly Royalty and System Fees calculated in (i) above by the number of months remaining in the term of the Franchise Agreement;

For example purposes only: If the average monthly Royalty and System Fees were \$1,000 and there were five years (60 months) remaining in the term of the Franchise Agreement, the Early Termination Fee would be \$60,000, calculated as follows: $\$1,000 \times 60 \text{ months} = \$60,000$.

If Franchisee unilaterally terminates this Agreement prior to the end of the term of this Agreement, Franchisee must give Franchisor ninety (90) days prior written notice of the early termination (the "Early Termination Notice"). Within ten (10) days of Franchisor's receipt of Franchisee's Early Termination Notice, Franchisor will calculate the Early Termination Fee, which will be due and payable thirty (30) days prior to the closure of the PJ's Unit covered by this Agreement. In the event that Franchisee does not (i) provide Franchisor with the Early Termination Notice at least ninety (90) days prior to the early termination of the PJ's Unit and this Agreement; (ii) remain open for at least ninety (90) days after providing Franchisor with the Early Termination Notice; and (iii) pay the Early Termination Fee in full at least thirty (30) days prior to closing the PJ's Unit covered by this Agreement, the Early Termination Fee due will be increased as follows: it will be calculated by multiplying the average monthly Royalty and System Fees by the number of months remaining in the term of the this Agreement, and the Early Termination Fee will increase by ten percent (10%).

If Franchisee has not paid its Royalty and System Fees for any period(s) within the twelve (12) months prior to notifying Franchisor of its early termination, or if Franchisee has not reported its Gross Sales for any period(s) within the twelve (12) months prior to notifying Franchisor of Franchisee's intended early termination, Franchisor will estimate the Royalty and System Fees based upon prior reports to calculate the average monthly Royalty and System Fees.

ARTICLE 15. RIGHTS AND OBLIGATIONS UPON TERMINATION.

Upon the termination of Franchisee's rights granted under this Agreement, (whether during the term of the Agreement or at its conclusion) the following shall apply:

15.1. Upon termination of this Agreement by lapse of time or by default, Franchisee's right to use Franchisor's Marks, or any other mark distributed by Franchisor or insignia or slogan used in

connection therewith, or any confusingly similar trademark, service mark, trade name or insignia shall cease. Franchisee shall immediately discontinue use of Franchisor's Marks, System, and color scheme. Franchisee shall at its own cost, make cosmetic changes to Franchisee's Unit from Franchisor's proprietary designs including, but not limited to, the removal of all PJ's identifying materials and distinctive PJ's cosmetic finishes, tile walls, interior wall coverings and colors, exterior finishes and colors, signage and PJ's counter equipment (which shall be deemed proprietary to Franchisor) from the Location as Franchisor may reasonably direct.

15.2. Franchisor may retain all fees paid pursuant to this Agreement.

15.3. Any and all obligations of Franchisor to Franchisee under this Agreement shall immediately cease and terminate.

15.4. Any and all rights of Franchisee under this Agreement shall immediately cease and terminate.

15.5. In no event shall a termination or expiration of this Agreement affect Franchisee's obligations to take or abstain from taking any action in accordance with this Agreement. The provisions of this Agreement which constitute post-termination covenants and agreements including the obligation of Franchisor and Franchisee to arbitrate any and all disputes shall survive the termination or expiration of this Agreement.

15.6. Franchisee acknowledges and agrees that rights in and to Franchisor's Marks and the use thereof shall be and remain the property of Franchisor.

15.7. If Franchisee has registered any of Franchisor's Marks or the name "PJ's Coffee" as part of Franchisee's assumed, fictitious or corporate name, Franchisee shall promptly amend such registration to delete Franchisor's Marks therefrom.

15.8. In addition to the Early Termination Fee set forth in Article 14, Franchisee shall immediately pay any and all amounts owing to Franchisor.

15.9. Franchisor shall have the option, exercisable by written notice within 30 days after the termination of this Agreement, to take an assignment of all telephone numbers (and associated listings) for Franchisee's Unit. Franchisee is not entitled to any compensation from Franchisor if Franchisor exercises this option.

ARTICLE 16. INSURANCE.

16.1. Franchisee shall obtain and maintain insurance coverage which shall in each instance designate Franchisor as an additional named insured, with an insurance company approved by Franchisor, which approval shall not be unreasonably withheld as follows:

(i) Comprehensive general liability insurance (including products liability and sexual harassment coverage) with coverage of at least \$1,000,000 per occurrence, and \$1,000,000 aggregate with full replacement value of business contents property coverage. New Orleans Brew, LLC must be listed as an additional insured.

(ii) Business interruption insurance, including Location rentals and Additional Rentals for 12 months after casualty, in amounts equal to at least \$100,000. The business interruption insurance shall include an endorsement providing coverage for off-premise power failure or utility interruption caused by any covered cause of loss as stated in the policy, if available.

(iii) Workers' compensation insurance as required by applicable law.

(iv) Fire, and extended coverage insurance, insuring the construction of improvements and completed PJ's Unit operated by Franchisee, for the full replacement value thereof.

(v) If Franchisee establishes a delivery service for Authorized Products, Franchisee shall obtain separate non-owned auto coverage insurance. Franchisee may not directly or indirectly deliver any Authorized Products until such insurance is obtained and Franchisor named as additional insured therein.

16.2. In the event of damage to the Unit covered by insurance, the proceeds of any such insurance shall be used to restore the Unit to its original condition as soon as possible, unless such restoration is prohibited by the Location lease or Franchisor has otherwise consented to in writing. Upon obtaining such insurance, Franchisee shall promptly provide to Franchisor proof of such insurance coverage and or at such other times upon the request of Franchisor.

16.3. Franchisee shall, prior to opening its Unit, file with Franchisor, certificates of such insurance and shall promptly pay all premiums on the policies as they become due. In addition, the policies shall contain a provision requiring thirty (30) days' prior written notice to Franchisor of any proposed cancellation, modification, or termination of insurance. If Franchisee fails to obtain and maintain the required insurance, Franchisor may, at its option, in addition to any other rights it may have, procure such insurance for Franchisee without notice and Franchisee shall pay, upon demand, the premiums and Franchisor's costs in taking such action.

ARTICLE 17. SOLE OBLIGATIONS OF FRANCHISOR.

17.1. As described in Franchisor's Franchise Disclosure Document (the "FDD"), received by Franchisee at least fourteen (14) business days prior to the execution, unless otherwise directed by certain state law, of this Agreement, Franchisor has obligated itself to provide specific services to Franchisee. Franchisor also provides other voluntary services at its sole discretion. Franchisor and Franchisee agree that the following are the only required obligations of Franchisor:

(i) To reasonably assist Franchisee with any operational or financial problem encountered by Franchisee, after notice to Franchisor attention Vice President of Operations, 180 New Camellia Boulevard, Suite 100, Covington, Louisiana 70433, by certified mail (return receipt requested) or at any subsequent addresses established by Franchisor, of Franchisee's problem and the type of assistance needed. At no time shall reasonable assistance be interpreted to require Franchisor to pay any money to Franchisee. Franchisor, in its sole discretion, may provide any assistance at Franchisor's designated office or where Franchisee is located, at a time to be determined by Franchisor.

(ii) To reasonably administer the advertising program. Franchisee acknowledges that pursuant to the advice of advertising and marketing professionals, advertising collections will at times be aggregated until sufficient revenues are accumulated to commence or complete an advertising or marketing program. Reasonable administration shall be deemed to be good faith attempts to utilize the advertising funds in accordance with the advice and suggestions of the advertising and marketing staff or outside advertising and or marketing companies, consultants or other entities retained for such purpose.

(iii) To assist Franchisee in arranging for the initial financing of its Unit, if feasible and necessary (Franchisor is not directly or indirectly responsible for the failure of Franchisee to meet the qualifying standards of such independent financing sources).

(iv) To supply to Franchisee a set of standard decor and layout plans and to thereafter approve the initial decor and layout of Franchisee's Unit, upon Franchisee meeting all criteria with regard to same.

(v) To loan Franchisee a copy of its Operations Manual or computer diskette thereof which manual contains mandatory and suggested specifications, standards and procedures, as well as any other Manuals produced by Franchisor. These Manuals are confidential and remain Franchisor's property.

(vi) To train Franchisee in accordance with this Agreement, and to provide Franchisee with assistance in opening the Unit.

17.2. Franchisor shall not and cannot be held in breach of this Agreement until (i) Franchisor has received notice of any alleged breach from Franchisee in duplicate, by registered mail, sent to the parties set forth in sub-section (i) of this Article; and (ii) Franchisor has failed to remedy the breach within a reasonable period of time after such notice, which period shall not be less than 60 days. This is a material term of this Agreement and may not be modified or changed by any arbitrator in an arbitration proceeding or otherwise in any court of competent jurisdiction.

ARTICLE 18. POINT OF SALE SYSTEM, COLLECTION OF DATA.

18.1. This Agreement and the Manuals require the submission of weekly statistical control forms as well as other financial, operational and statistical information required by Franchisee and Franchisor to: (i) assist Franchisee in the operation of its Unit in accordance with the System; (ii) allow Franchisor to monitor the Franchisee's gross sales, purchases, costs and expenses; (iii) enable Franchisor to develop system wide statistics which may improve bulk purchasing; (iv) assist Franchisor in the development of new authorized products or the removal of existing unsuccessful Authorized Products; (v) enable Franchisor to refine existing Authorized Products; (vi) generally improve system wide understanding of the Unit; and (vii) obtain new types of information unknown at this time (collectively, the "Information"). To achieve these results, cash collection and data processing systems are necessary.

18.2. Franchisee agrees to purchase and use the point of sale cash collection and data processing system (the "POS System") and only the specified software authorized by Franchisor, as specified in the Manuals or otherwise by Franchisor in writing. The POS System and network must be secure and PCI compliant to protect customer credit card information. Optional equipment upgrades are also available for additional fees. Units with a drive-thru must have two POS systems. Franchisee also agrees to accept all forms of payment as directed by Franchisor, including certain designated credit and/or debit cards and to purchase or lease all necessary equipment to accept such payment. Franchisee may be required to purchase a back-office computer system including a network switch and laser printer.

18.3. Franchisee agrees to: (i) connect the POS Unit to the internet; (ii) maintain it in good working order; and (iii) not disconnect any POS System connection from the internet at any time, for any reason, without prior written approval. Franchisee agrees, at Franchisor's request, to maintain membership in a designated third party network for the purpose of implementing, transmitting, collecting and maintaining any Information or data exchange system. Franchisee specifically authorizes Franchisor to either "upload" or "download" information in and from or to its computers, cash registers or other such devices as allowed by law, as it relates to the system operation by internet, intranet, and other networks or other means as they become available.

18.4. Franchisee agrees to pay all reasonable and necessary expenses, fees and costs for support service for the POS System software during the term of its franchise and any renewals. Franchisee shall

identify and deal with third party software support suppliers who will provide telephone support and annual maintenance for any upgrades and enhancements that they make to the required POS System software. Franchisor may revise the POS System specifications. Franchisee may be required to upgrade or update its POS System recording system. On Franchisor's request, Franchisee must apply for and maintain debit card, credit card or other non-cash payment systems to enable customers to purchase products through these procedures. There is no contractual limitation on Franchisor's right to receive information through the POS System.

ARTICLE 19. RELATIONSHIP OF PARTIES, DISCLOSURE.

19.1. Franchisor and Franchisee are not and shall not be considered joint ventures, partners, or agents of each other, or anything other than Franchisor and Franchisee, and neither shall have the power to bind or obligate the other except specifically as set forth in this Agreement. Franchisor and Franchisee agree that the relationship created by this Agreement is not a fiduciary relationship. Franchisee shall not, under any circumstances, act or hold itself out as an agent or representative of Franchisor. Franchisee agrees to defend and indemnify and hold Franchisor harmless from any claims, demands, liabilities, actions suits or proceedings asserted by third parties arising out of the operation of Franchisee's Unit or Franchisee's breach of any of the terms of this Agreement. Franchisor reserves the right and Franchisee recognizes the right of Franchisor to select counsel for any such defense.

19.2. As set forth in the Franchise Disclosure Document delivered to Franchisee as described above, Franchisee acknowledges that Franchisor may have entered into certain subfranchise agreements with subfranchisors, area developers and/or master franchisees in certain areas and territories. Pursuant to these contracts, the subfranchisors of Franchisor are obligated to provide certain sales, operational and support services for Franchisor. Franchisee acknowledges that the relationship between Franchisor and all of its subfranchisors and or area developers is strictly contractual and that no subfranchisor and or area developer is an agent of Franchisor. Accordingly, Franchisee acknowledges and agrees that any past, current or future subfranchisor is not the actual, express or implied agent of Franchisor, and has no power or authority to: (i) act on Franchisor's behalf; (ii) enter into or execute any agreement on Franchisor's behalf; (iii) make any representation or promise on Franchisor's behalf; or (iv) bind Franchisor in any way. Unless otherwise specifically agreed to in writing, Franchisor expressly disavows any acts by others, including subfranchisors that purport to bind Franchisor in any way. Franchisee agrees to waive any claim or defense in any litigation or arbitration proceeding that a subfranchisor is the express or implied agent of Franchisor. Franchisee agrees that any attempt to raise, assert or justify such claim or defense in any proceeding constitutes a material default of this Agreement.

ARTICLE 20. DISPUTE RESOLUTION: ARBITRATION AND LEGAL PROCEEDINGS

20.1. Franchisor and Franchisee acknowledge that disputes or disagreements may arise during the term of this Agreement and any renewals thereto. Franchisor and Franchisee have elected to resolve such disputes or disagreements in a non-judicial alternative dispute resolution format ("ADR"). An ADR format minimizes the expense of dispute resolution and generally can be accomplished in a more expeditious and effective manner. By agreeing to an ADR format, both Franchisee and Franchisor are also waiving a number of rights, remedies and privileges which may arise in a judicial resolution format. In view, however, of the continuing relationship between Franchisee and Franchisor over the original and renewal terms of this Agreement, both Franchisee and Franchisor agree that an ADR format is the most economical, efficient and practical way to resolve disputes and disagreements.

20.2. Accordingly, except as otherwise provided in this Agreement, in the event of any dispute or disagreement between Franchisor and Franchisee with respect to any issue arising out of or relating to this Agreement, the negotiations or dealings leading up to it, its breach, its interpretation or any other

disagreement between Franchisee and Franchisor, such dispute or disagreement shall be resolved by arbitration within the jurisdiction, as set forth in Exhibit I of the Franchise Disclosure Document,. In the event of any dispute or disagreement, Franchisee and Franchisor both agree to submit the dispute to arbitration in accordance with the least expensive procedure of the American Arbitration Association (“AAA”), and the application for such arbitration shall be filed in the AAA’s office in New Orleans, Louisiana. Franchisor and Franchisee agree that the hearing(s) shall be held in New Orleans, Louisiana, under the rules of the American Arbitration Association. This paragraph shall not apply to any monetary defaults of Franchisee, including Franchisee’s obligation to pay franchise and advertising fees to Franchisor, as to which Franchisor shall be free to utilize any right or remedy it may have at law or equity.

20.3. Franchisor and Franchisee agree that this Agreement evidences a transaction involving interstate commerce and that the enforcement of this arbitration provision and the confirmation of any award issued to either party by reason of an arbitration conducted pursuant to this arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C.A. §§ 1 *et seq.*

20.4. Punitive or exemplary damages or attorney's fees may not be awarded by the arbitrator(s), and any such award shall not be enforceable or enforced by any court. Except as otherwise provided, each party shall bear its own attorney's fees, expert witness fees, and other court costs incurred in connection with any legal action or arbitration between Franchisor and Franchisee. If the waiver of punitive or exemplary damages or legal fees and related costs are in violation of the laws of the state where the Franchisee’s Unit is located, such claims may be awarded by the arbitrator(s), and any such award shall be enforceable or enforced in any court of appropriate jurisdiction. This agreement shall be strictly construed in the arbitration hearing. In no event can the material provisions of this Agreement including, but not limited to the method of operation, Authorized Product line or monetary obligations specified in this Agreement, amendments to this Agreement or in the Manuals be modified or changed by the arbitrator at the arbitration hearing.

20.5. This Agreement shall be interpreted and construed under the laws of the State of Louisiana, which laws shall prevail in the event of any conflicts

20.6. Except for injunctive relief (including temporary restraining orders, preliminary injunctions and injunctions or similar relief which must be brought in an appropriate local forum), the parties agree that any action brought by either party against the other in any court shall be brought in the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana and the parties do hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Franchisee agrees that mailing to its last known address by certified mail of any process shall constitute lawful and valid process. In all cases, Franchisee and Franchisor each waives any right to a trial by jury. Notwithstanding the foregoing, if the laws of the state where Franchisee’s Unit is located requires jurisdiction of the courts of that state or control by the laws of that state, then this Agreement shall be deemed modified to comply with the applicable laws thereto.

20.7. The terms of this article shall survive termination, expiration or cancellation of this Agreement.

ARTICLE 21. EXECUTION, REQUESTS, CONSENTS AND WAIVERS.

21.1. This Agreement takes effect upon its acceptance and execution by Franchisee and Franchisor, and shall be governed by and construed in accordance with the laws of the State of Louisiana. Franchisee agrees that Franchisor is not required to act uniformly with respect to any request for waivers, requests and consents by its franchisees as each request will be considered on a case by case basis, and nothing shall be construed to require Franchisor to grant any such request. Any waiver granted by Franchisor shall be without prejudice to any other rights Franchisor may have, will be subject to

continuing review by Franchisor, and may be revoked, in Franchisor's sole discretion, at any time and for any reason, effective upon ten (10) days prior written notice to Franchisee. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee by providing any waiver, approval, consent, assistance, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request.

21.2. Unless otherwise provided, whenever this Agreement requires Franchisee to obtain Franchisor's prior written consent, Franchisee shall timely address its written request for such to: Vice President of Operations, 180 New Camellia Blvd, Suite 100, Covington, Louisiana 70433 or such other persons as Franchisor may designate in writing. Neither Franchisee nor Franchisor shall be deemed to have waived or impaired any right, power or option reserved by this Agreement, including, without limitation, its right to demand strict compliance with every term, condition, and covenant herein, or to declare any breach thereof a default and to terminate this Agreement prior to the expiration of its term, by virtue of any custom or practice of the parties at variance with the terms hereof; by any forbearance, delay, failure, or omission to exercise any right, power, or option, whether of the same, similar, or different nature, against Franchisor, Franchisee, or any other Franchisee; or by the acceptance of any payments due after any breach of this Agreement.

ARTICLE 22. MISCELLANEOUS PROVISIONS.

22.1. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

22.2. This Agreement and all exhibits, attachments, or addendums constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations Franchisor made in the franchise disclosure document that we furnished to Franchisee. Franchisee acknowledges that Franchisee is entering into this Agreement as a result of Franchisee's own independent investigations of our franchised business and not as a result of any representations about Franchisor made by Franchisor's shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to Franchisee pursuant to applicable law.

22.3. There is no other agreement, representation or warranty made by Franchisor or any other entity or person associated with Franchisor other than contained in this Agreement. This Agreement is not subject to or conditioned upon the obtaining of a Location for Franchisee's Unit. Notwithstanding the foregoing, the representations made in the Disclosure Document shall be unaffected by any statements in this section. This section shall not be read to waive any rights Franchisee may have under any state statute or regulation.

22.4. Except as otherwise provided, each party shall bear its own attorney's fees arising from the negotiations and execution or lack of execution of this Agreement.

22.5. Each article, paragraph, subparagraph, term, and condition of this Agreement shall be considered severable. If for any reason, any portion of this Agreement is determined to be invalid or in conflict with any law or rule in a final ruling issued by any court, agency, or tribunal with valid jurisdiction in a proceeding to which Franchisor is a party, that ruling shall not affect the validity or enforceability of any other portion of this Agreement.

22.6. All notices to Franchisor required by the terms of this Agreement, unless otherwise

provided, shall be sent by certified or registered mail or by overnight delivery service, addressed to the parties set forth in this Agreement, or at such other address as Franchisor designates. All notices to Franchisee required by the terms of this Agreement shall be sent by certified or registered mail or by overnight delivery service, addressed to Franchisee at the Location, or at such other or additional address as Franchisee designates in writing. If Franchisee refuses acceptance of any certified, registered or overnight delivery, acceptance shall be deemed to have occurred forty-eight (48) hours after rejection of such notice.

22.7. Franchisee acknowledges that the evolution of the System requires the development of other PJ's Units, PJ's Distribution Points and PJ's Branded Products.

22.8. For the purpose of this article, a co-brand shall be defined as an independent operating Unit owned by another entity (not Franchisor) that is incorporated as an operational part within the Franchisee's Unit. An example would be an independent ice cream/yogurt operation installed within Franchisee's Unit. Subject to Franchisor's prior written approval, Franchisee may install approved co-branding marketing Units to be operated in conjunction with Franchisee's Unit. Franchisor shall not be required to approve any co-branding marketing system unless Franchisor has recognized that co-branding system as an approved co-brand for operation within its units, either nationally or regionally. Inasmuch as Franchisee and its employees will be incorporating the co-brand within its Unit, all sales of the co-brand shall be included within the definition of "gross sales" as defined herein and Franchisee shall pay to Franchisor franchise and advertising fees for such sales.

IN WITNESS WHEREOF, the parties hereof have executed this Agreement as of the date of execution by Franchisor

WITNESSES:

Print Name:

Print Name:

Print Name:

Print Name:

FRANCHISEE:

Print Name:

Title: _____

Date: _____

FRANCHISOR: New Orleans Brew LLC

Print Name:

Title: _____

Effective Date: _____

EXHIBIT B

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

In consideration of being a Franchisee of PJ's Coffee, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Undersigned hereby acknowledges and agrees that:

Pursuant to a Franchise Agreement dated _____, 20____ (the "Franchise Agreement"), _____ (the Franchisee) has acquired the right to establish and operate a PJ's Unit, and Franchisor has granted the right to establish and operate a PJ's Unit that is defined in the Franchise Agreement (the "PJ's Unit") and the right to use in the operation of the PJ's Unit, PJ's trade names, service marks, trademarks, logos, emblems, and indicia of origin (the "Franchisor's Marks"), as they may be changed, improved and further developed from time to time in Franchisor's sole discretion, only at the authorized and approved PJ's Unit.

Franchisor, as a result of the expenditure of time, skill, effort and resources has developed and owns a distinctive format and system ("the System") relating to the establishment and operation of PJ's Unit. Franchisor possesses certain proprietary and confidential information relating to the operation of the System, as that term is defined in the Franchise Agreement, which includes certain proprietary trade secrets, recipes, methods of preparation, customer and supplier lists, product and equipment specifications, product content, and operational, sales, promotion and marketing methods, plans, techniques and knowledge of, and experience in, the operation of the PJ's Unit (the Confidential Information").

Any information, trade secrets, recipes, methods of preparation, customer and supplier lists, product and equipment specifications, product content, and operational, sales, promotion and marketing methods, plans, techniques and knowledge of, and experience in, the operation of the PJ's Unit shall be deemed to be Confidential Information for purposes of this Agreement.

The Undersigned acknowledges that all Confidential Information shall be owned and shall continue to be owned by Franchisor.

The Undersigned acknowledges that all Confidential Information shall never ever be removed from the PJ's Unit without expressed written permission from Franchisor.

Pursuant to the Franchise Agreement, Franchisor will disclose the Confidential Information to the Undersigned in the form of confidential training programs, PJ's Manuals (the "Manuals"), and other general assistance during the term of the Franchise Agreement.

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

The Undersigned acknowledges that all Confidential Information shall never be duplicated nor copied in any manner whatsoever without the expressed written permission from Franchisor.

The Undersigned acknowledges that, upon instruction by Franchisor, all Confidential Information shall be returned and/or destroyed by Undersigned upon the termination of Undersigned's relationship with Franchisor.

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

The Undersigned acknowledges that should there be any release or disclosure of Franchisor's Confidential Information without permission or authority, then Undersigned clearly understands that such release and/or disclosure (directly or indirectly) shall be deemed as irreparable harm without exception as to Franchisor. Release or disclosure of Confidential Information by the Undersigned, directly or indirectly, would cause Franchisor irreparable injury, and that monetary damages would not be sufficient to compensate Franchisor for any breach of this Agreement by the Undersigned.

Therefore, the Undersigned agrees that it shall (i) maintain the Confidential Information confidential in the same manner as its own propriety information is maintained, (ii) not disclose the Confidential Information to any third party other than officers, directors, and employees of its affiliates without prior written consent from Franchisor as to who and why such persons may be provided access to such information (iii) limit access to the information to a limited number of its employees and representatives, which employees and representatives shall be informed of this Agreement and the Undersigned shall be responsible for their compliance herewith to the extent they are acting within their scope of employment and engagement, respectively, and (iv) return all Confidential Information furnished or made available to the Undersigned by Franchisor in the event Franchisor and the Undersigned elect not to pursue future business with Franchisor through the Undersigned.

Should the Undersigned or its representatives, in the reasonable opinion of Franchisor's counsel, be required by applicable law or regulation to disclose the Confidential Information or any information regarding the production of the Confidential Information by Franchisor to the Undersigned, the terms of this Confidentiality Agreement with respect to such disclosure, as required, shall be suspended. Suspension of these terms must be in writing from Franchisor.

The Undersigned's obligation to maintain the Confidential Information gained or learned in confidence survive any expiration, termination or cancellation of the Agreement and shall continue to bind the Undersigned and its successors and assigns during the term of the Franchise Agreement, and any renewals or amendments of the Franchise Agreement, and for a period of two (2) years from the date of any expiration, termination or cancellation of the Franchise Agreement, any renewals or amendments to the Franchise Agreement (the "Confidentiality Period").

The Undersigned further agrees that, that in the event of a breach or threatened breach of this Agreement by the Undersigned, the Undersigned additionally agrees to be liable for all reasonable attorney fees and related costs concerning any breach or threatened breach herein. It is agreed that attorney fees shall be assessed at the rate of \$300.00 (three hundred dollars) per hour.

The Undersigned agrees that in the event of a breach or threatened breach of this Agreement by the Undersigned, Franchisor shall be entitled to injunctive or other equitable non-monetary relief, without the necessity of showing any evidence of actual monetary loss. However, nothing herein shall be construed as prohibiting Franchisor from pursuing any other remedies, including monetary remedies, available to it for any such breach or threatened breach by Undersigned and/or its representatives. Additionally, such remedy shall not apply to such information that was already known to Undersigned or

was otherwise generally available. Further, Franchisor agrees that all such information it desires to be protected under this agreement should be marked "Confidential", as is practical, for transmittal to the Undersigned.

It is also specifically understood and agreed that New Orleans Brew, LLC includes and is intended to incorporate any and all Franchisor subsidiaries, affiliates, related corporations, franchises, area developments, and related businesses.

In the event of any litigation or dispute related hereto, it is agreed that venue and jurisdiction shall be the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana.

In the event that any portion of this Agreement is found to be unenforceable or invalid for any reason, then that portion shall be deemed severable and that the remainder shall remain in full force and effect.

Franchisor specifically reserves the right to control the release of any Confidential Information or documents subject to this Agreement.

The Undersigned understands and acknowledges that because Franchisor continually pursues business in the same market as the Undersigned operates, it is also critical that the fact of any discussion or negotiation between the Undersigned and Franchisor not be disclosed. Therefore, the Undersigned agrees that as to the fact of such disclosure of a relationship between the Undersigned and Franchisor (for instance, recipes and sauces, discussions or negotiations therein), Undersigned will treat same as confidential as required of the Undersigned in the paragraphs above.

The Undersigned warrants that he/she has the requisite authority to sign this Confidentiality Agreement and to bind any corporate, partnership joint venture, or limited liability entity to all terms and conditions herein.

The Undersigned agrees to provide the appropriate corporate resolution to substantiate such permission and authority.

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 20____.

By: _____
Title: _____

EXHIBIT C

GUARANTY AGREEMENT

IN CONSIDERATION of the acceptance by New Orleans Brew, LLC, a Louisiana limited liability Company having its principal place of business at 180 New Camellia Boulevard, Suite 100, Covington, Louisiana 70433 (hereinafter called "Franchisor") of a Franchise Agreement or a TRANSFER of Franchise Agreement, if applicable dated _____, and executed by _____ as an officer of _____ (if applicable), a(n) _____ (individually, as a corporation, or as an LLC) whose registered address is: _____ (hereinafter called "Franchisee"), and for other good and valuable consideration, I, Franchisee, and each of us solitarily, jointly and severally, absolutely and unconditionally guarantee to Franchisor, (i) to hold harmless, indemnify, and defend Franchisor and all of its officers, directors, executives, managers, members, partners, owners, employees, agents, successors and assigns (collectively "Franchisor Indemnities") from and against all losses, damages, fines, costs, expenses or liability (including attorneys' fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, that arises from or is based upon Franchisee's (a) ownership or operation of the PJ's Unit; (b) violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; (c) breach of any representation, warranty, or covenant, or provision of this Agreement or any other agreement between Franchisor and _____ (or an Affiliate); (d) defamation of Franchisor or the System; (e) acts, errors or omissions committed or incurred in connection with the PJ's Unit, including any negligent or intentional acts; (f) infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Trade Secrets or Confidential Information; or (g) infringement, violation or alleged infringement or violation of any patent, trademark, or copyright or other rights controlled by third parties; and (ii) the timely performance of each term, covenant, and obligation of the Franchisee set forth in the Franchise Agreement. The undersigned specifically acknowledges that Franchisor is allowing the undersigned to enter into this Guaranty Agreement instead of *individually* executing the Franchise Agreement as a matter of convenience to the undersigned, and the undersigned agrees to be bound by the provisions of the Franchise Agreement relating to non-competition and confidentiality as if those provisions were fully set forth herein. This is a continuing guaranty which shall apply to the Franchise Agreement and any subsequent amendments or modifications thereof, and such modifications of amendments shall be conclusively presumed to be covered by this guaranty without further notice to or acceptance by the undersigned.

Franchisor reserves the right to retain counsel of its choosing in connection with any action, suit, demand, claim, investigation or proceeding described in the preceding paragraph.

The undersigned acknowledges and agrees that possession of this Guaranty Agreement by Franchisor constitutes true and correct execution and actual and proper delivery of same to Franchisor and the undersigned waives notice of acceptance of the guaranty and of any liability to which it applies or may apply, and also waives presentment and demand for payment thereof, notice of dishonor or non-payment thereof, collection thereof including any notice of default in payment thereof of other notice to, or demand of payment thereof on, any party. Payment by the undersigned shall be made at the office of Franchisor in Covington, Louisiana, or any other such location as Franchisor may designate from time to time.

Franchisor may, at its option, at any time without the consent of or notice to the undersigned without incurring responsibility to the undersigned, and without any terms or conditions and in whole or in part, (1) change the manner, place or terms of payment or change or extend the time of payment of, renew, or alter any liability of the Franchisee under the Franchise Agreement hereby guaranteed, or any liabilities incurred directly or indirectly hereunder, and the guaranty herein made shall apply to the

liabilities of the Franchisee, so changed, extended, renewed or altered; (2) exercise or refrain from exercising any rights against Franchisee or others, or otherwise act or refrain from actions; (3) settle or compromise any liabilities hereby guaranteed or hereby incurred, and may subordinate the payment of all or any part of such liabilities to the payment of any liabilities which may be due to Franchisor or others; and (4) apply any sums paid to any liability or liabilities of Franchisee to Franchisor regardless of what liability or liabilities of Franchisee to Franchisor remain unpaid. Franchisor, may, at its option, without the consent of or notice to the undersigned, apply to the payment of the liability created by this guaranty, at any time after such liability becomes payable, any monies, property, or other assets belonging to the undersigned in the possession, care, custody and control of the Franchisor.

WITNESSES:

GUARANTOR(S):

Name:

Title: _____

Date: _____

EXHIBIT D

NEW ORLEANS BREW, L.L.C. D/B/A PJ'S COFFEE OF NEW ORLEANS **AUTOMATIC BANK DRAFT CONSENT**

I authorize New Orleans Brew, L.L.C. d/b/a PJ's Coffee of New Orleans ("PJ's") to initiate withdrawals from my account at the financial institution named below for the payment of operating fees and advertising contributions. If the sales and other reporting information that is required by PJ's is not submitted or if PJ's is unable to access the computer system to obtain this information by the due date, I further authorize PJ's to withdraw from my account the same amount that was due from the last successful withdrawal plus a ten percent (10%) non-fundable processing fee for the payment of operating fees and advertising contributions for the most recent reporting period. Any difference in the amounts owed will be adjusted and paid upon the submission of reporting information for that period. This authorization will remain valid until further notice from PJ's.

I understand that the Direct Payment program is an alternative method of payment only and does not otherwise affect my rights or the rights of PJ's or my financial institution with respect for each other.

Account Title: _____

Store Number(s): _____

Authorized Signature: _____

Joint Account Signature: _____

Financial Institution Name: _____

Address: _____

Transit/ABA Number: _____

Account Number: _____

EXHIBIT E

AGENTS FOR SERVICE OF PROCESS

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

CALIFORNIA

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

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

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

71 Stevenson Street, Suite 2100
San Francisco, CA 94105
(415) 972-8559

ILLINOIS

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

MARYLAND

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

CONNECTICUT

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

Agent: Banking Commissioner

HAWAII

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

INDIANA

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

MICHIGAN

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

MINNESOTA

Minnesota Department of Commerce
Commissioner of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198
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NORTH DAKOTA

North Dakota Securities Department
State Capitol, Fifth Floor, Dept. 414
600 East Boulevard Avenue
Bismarck, North Dakota 58505
(701) 328-4712

OREGON

Department of Insurance and Finance
Corporate Securities Section
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4387

SOUTH DAKOTA

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

WASHINGTON

Director, Department of Financial
Institutions
Securities Division
150 Israel Road S.W.
Tumwater, Washington 98501

NEW YORK

Secretary of State of New York
41 State Street
Albany, New York 12231
(518) 474-4750

OKLAHOMA

Department of Securities
Suite 860, First National Center
120 N. Robinson
Oklahoma City, Oklahoma 73102
(405) 280-7700

RHODE ISLAND

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

VIRGINIA

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

WISCONSIN

Administrator, Division of Securities
Department of Financial Institutions
345 W. Washington Ave., 4th Floor
Madison, Wisconsin 53703

EXHIBIT F
FINANCIAL STATEMENTS

New Orleans Brew, L.L.C.

Financial Statements

December 25, 2016 and December 27, 2015



www.randrcpa.com

New Orleans Brew, L.L.C.

Table of Contents

December 25, 2016 and December 27, 2015

Independent Auditor's Report	1
Balance Sheets	2
Statements of Income	3
Statements of Cash Flows	4
Statement of Changes in Members' Equity	5
Notes to Financial Statements	6 - 12



JOSEPH REAGAN, CPA
Partner

KIM REAGAN, CPA
Partner

Independent Auditor's Report

To the Members
New Orleans Brew, L.L.C.
Covington, LA

We have audited the accompanying financial statements of New Orleans Brew, L.L.C. (the "Company") which comprise the balance sheets as of December 25, 2016 and December 27, 2015, and the related statements of income, changes in members' equity, and cash flows for the fiscal years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Orleans Brew, L.L.C. as of December 25, 2016 and December 27, 2015 and the results of its operations and its cash flows for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America.

March 28, 2017

New Orleans Brew, L.L.C.**Balance Sheets****December 25, 2016 and December 27, 2015**

	<u>2016</u>	<u>2015</u>
ASSETS		
Current assets		
Cash	\$ 125,842	\$ 79,165
Restricted cash	503,114	539,851
Accounts receivable	77,705	39,158
Other receivables	226,577	-
Prepaid expenses and other current assets	8,685	5,763
Due from affiliates	<u>41,457</u>	<u>67,288</u>
Total current assets	983,380	731,225
 Property and equipment, less accumulated depreciation of \$56,897 and \$48,554 respectively	 27,455	 29,839
 Other receivables	 25,000	 -
 Goodwill	 <u>1,925,500</u>	 <u>1,925,500</u>
 Total assets	 <u><u>\$ 2,961,335</u></u>	 <u><u>\$ 2,686,564</u></u>
 LIABILITIES AND MEMBERS' EQUITY		
Current liabilities		
Accounts payable and accrued liabilities	\$ 148,066	\$ 101,524
Due to affiliates	1,849	29,825
National marketing fund	46,487	109,980
Gift card fund	456,627	429,871
Deferred franchise and development fees	<u>387,500</u>	<u>172,500</u>
Total current liabilities	1,040,529	843,700
 Total liabilities	 <u>1,040,529</u>	 <u>843,700</u>
 Members' equity	 <u>1,920,806</u>	 <u>1,842,864</u>
 Total liabilities and members' equity	 <u><u>\$ 2,961,335</u></u>	 <u><u>\$ 2,686,564</u></u>

See accompanying Notes to Financial Statements and Independent Auditor's Report.

New Orleans Brew, L.L.C.**Statements of Income****For the fiscal years ended December 25, 2016 and December 27, 2015**

	<u>2016</u>	<u>2015</u>
Revenues		
Royalties	\$ 1,258,422	\$ 1,187,868
Franchise fees	155,000	200,000
Vendor incentives	<u>56,470</u>	<u>42,582</u>
	1,469,892	1,430,450
Expenses		
General and administrative	667,643	561,909
Payroll and payroll taxes	473,841	495,236
Selling and marketing	62,892	61,693
Depreciation	<u>8,344</u>	<u>7,904</u>
	1,212,720	1,126,742
Income from operations	257,172	303,708
Other income (expense)		
Other income	155,118	1,531
Other expense	(5,338)	-
Interest expense	<u>(142)</u>	<u>(22,451)</u>
	149,638	(20,920)
Net income	<u><u>\$ 406,810</u></u>	<u><u>\$ 282,788</u></u>

See accompanying Notes to Financial Statements and Independent Auditor's Report.

New Orleans Brew, L.L.C.**Statements of Cash Flows****For the fiscal years ended December 25, 2016 and December 27, 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities:		
Net income	\$ 406,810	\$ 282,788
Adjustments to reconcile net income to net cash (used in) provided by operating activities		
Depreciation	8,344	7,904
Changes in assets and liabilities		
Accounts receivable	(38,547)	(9,539)
Other receivables	(251,577)	-
Prepaid expenses and other current assets	(2,922)	10,792
Due from / to affiliates	(2,145)	(43,419)
Accounts payable and accrued liabilities	46,542	26,329
Deferred franchise fees	215,000	40,000
Net cash provided by operating activities	<u>381,505</u>	<u>314,855</u>
 Cash flows from investing activities:		
Purchases of property and equipment	(5,960)	(11,641)
Net cash used in investing activities	<u>(5,960)</u>	<u>(11,641)</u>
 Cash flows from financing activities:		
Payments on line of credit	-	(5,000)
Principal payments on long-term debt	-	(1,307,981)
Member contributions	123,730	1,508,340
Member distributions	(452,598)	(445,114)
Net cash used in financing activities	<u>(328,868)</u>	<u>(249,755)</u>
 Net increase in cash	46,677	53,459
Cash, beginning of period	79,165	25,706
Cash, end of period	<u>\$ 125,842</u>	<u>\$ 79,165</u>
 Supplemental cash flow information:		
Cash paid during the year for interest:	\$ 142	\$ 20,425

See accompanying Notes to Financial Statements and Independent Auditor's Report.

New Orleans Brew, L.L.C.

Statement of Changes in Members' Equity

For the fiscal years ended December 25, 2016 and December 27, 2015

	Members'
	Equity
Balance at December 28, 2014	\$ 496,850
Net income for the period	282,788
Member contributions	1,508,340
Member distributions	(445,114)
Balance at December 27, 2015	\$ 1,842,864
Net income for the period	406,810
Member contributions	123,730
Member distributions	(452,598)
Balance at December 25, 2016	\$ 1,920,806

See accompanying Notes to Financial Statements and Independent Auditor's Report.

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 25, 2016 and December 27, 2015

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

New Orleans Brew, L.L.C. (the “Company”) is a Louisiana based limited liability company, formed on January 23, 2008. The principle business of the Company is the franchising of “P.J.’s Coffee and Tea Company” stores (PJ’s stores). The Company offers a franchise whose primary business is the sale of gourmet coffees and teas, blended coffee and tea beverages, whole bean and ground coffee, gourmet desserts, and other food products and beverages under the name and service mark “PJ’s”. The Company operates in the United States and abroad. The Company is currently operating in the states of Louisiana, Mississippi, South Carolina and Texas. The Company has master franchisors in Vietnam and Malaysia, with open locations in Vietnam.

On June 17, 2008, the Company, and an affiliate, New Orleans Roast, LLC, completed an asset purchase agreement with PJ’s USA, Inc. and PJ’s Wholesale, Inc., for substantially all of the assets of the PJ’s franchise system and coffee roasting business.

Basis of Accounting

The Company’s accounts are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Income is recorded when earned and expenses are recorded when incurred.

The Company franchise arrangements provide its franchisee entities the power to direct the activities that most significantly impact their economic performance; therefore, the Company does not consider it to be the primary beneficiary of any such entity that might be a variable interest entity.

Fiscal Year

The Company utilizes a 52- or 53-week accounting period that ends on the last Sunday in December.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the Company to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Companies under Common Control

For the fiscal years ended December 25, 2016 and December 27, 2015, various members of the Company were also members in other related entities. It is management’s opinion that the financial position and results of operations of the Company have not been significantly affected by the transactions with these entities.

Cash and Cash Equivalents

For purposes of the financial statements, the Company considers all highly liquid instruments purchased with an initial maturity of three months or less to be cash equivalents. Cash and cash equivalents consist of cash on hand and deposits at banks.

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 25, 2016 and December 27, 2015

Concentration of Credit Risk

The Company maintains its cash in bank deposit accounts at financial institutions. The balances, at times, may exceed federally insured limits. At December 25, 2016 and December 27, 2015, the Company did not exceed the insured limit.

The franchisees purchase substantially all supplies and products sold at the PJ's stores from a small group of suppliers at prevailing prices.

Accounts Receivable

Accounts receivable consist of amounts due from franchisees and area developers for franchise fees and royalties. Management assesses the collectability of receivables on an ongoing basis. The Company records a provision for doubtful receivables, if necessary, to allow for any amounts which may be unrecoverable, which is based upon an analysis of the Company's prior collection experience, creditworthiness and current economic trends. During the fiscal years ended December 25, 2016 and December 27, 2015, the Company wrote off \$5,338 and \$0 of receivables, respectively. Management has deemed all other receivables as collectible.

Other Receivables

Other receivables consist of international area developer fees and BP Oil Spill settlement funds (see Note 7).

Property and Equipment

Property and equipment is stated at cost less accumulated depreciation, which is determined on a straight-line basis over the estimated remaining useful life of each asset. Leasehold improvements are amortized using the straight-line method over the shorter of their estimated useful lives or the related reasonably assured lease term. Routine maintenance, repairs and replacement costs are expensed as incurred and improvements that extend the useful life of the assets are capitalized. When equipment is sold or otherwise disposed of, the cost and related accumulated depreciation are eliminated from the accounts and any resulting gain or loss is recognized in operations. The amounts expensed for maintenance and repairs were \$9,490 and \$6,454 for the fiscal years ended December 25, 2016 and December 27, 2015.

The Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If such assets are considered impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the asset exceeds its fair value. Assets to be disposed of, if any, are reported at the lower of the carrying amount or fair value less costs to sell.

Goodwill

Goodwill represents the residual purchase price after allocation of the purchase price of net assets acquired. Goodwill is not amortized, but is subject to annual impairment tests.

The Company tests for impairment of goodwill at a minimum on an annual basis. The Company reviews the recoverability of goodwill by comparing the fair value to the carrying value. Fair value of the Company's goodwill is estimated based upon a present value technique using discounted future cash flows. As of December 25, 2016 and December 27, 2015, management determined there was no impairment of goodwill. There can be no assurance that future goodwill impairment tests will not result in a charge to earnings.

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 25, 2016 and December 27, 2015

Fair Value of Financial Instruments

The fair value of a financial instrument is the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction. At the balance sheet dates, the fair values of the Company's financial assets and financial liabilities (cash, accounts and other receivables, prepaid expenses and other current assets, amounts due to and from affiliates, accounts payable and accrued liabilities, and deferred franchise and development fees) approximate their carrying values.

Revenue Recognition

Franchise fee revenues derived from the initial sale of individual franchises are recognized when all material services or conditions relating to the sale have been substantially performed or satisfied by the Company. Substantial performance for the Company means that the Company has no remaining obligation or intent to refund any cash received or forgive any unpaid notes or receivables, substantially all of the initial services of the Company required by the franchise agreement have been performed, and no other material conditions or obligations related to the determination of substantial performance exist. Initial services are generally deemed to be complete at the commencement of operations by the franchisee. Initial services include, among other things, assistance in site preparation, training, pre-opening, and opening activities (see Note 6).

The Company receives royalty fees from franchisees based on a percentage of each store's gross revenue, as agreed upon in the franchise agreement. Royalty revenue percentages range from 0% to 8%. Royalty fees are recognized when earned. For the fiscal years ended December 25, 2016 and December 27, 2015, \$1,258,422 and \$1,187,868 of royalty fees were earned, respectively.

Franchise Operations

The Company enters into franchise agreements with unrelated third parties to operate locations using the PJ's brand within a defined geographical area. The Company believes that franchising is an effective and efficient means to expand the PJ's brand. The franchisee is required to operate its location in compliance with its franchise agreement that includes adherence to operating and quality control procedures established by the Company. The Company does not provide loans, leases, or guarantees to the franchisee or the franchisee's employees and vendors. If a franchisee becomes financially distressed, the Company does not provide financial assistance. If financial distress leads to a franchisee's noncompliance with the franchise agreement and the Company elects to terminate the franchise agreement, the Company has the right but not the obligation to acquire the assets of the franchisee at fair value. The Company has financial exposure for the collection of the royalty payments. Franchisees generally remit royalty payments weekly for the prior week's sales, which substantially minimizes the financial exposure. Historically, the Company has experienced insignificant write-offs of franchisee royalties. Franchise fees are paid upon the signing of the related agreements.

Payments Received from Vendors

Vendor incentives include allowances and other funds received from vendors. Certain of these funds are determined based on various quantitative contract terms. The Company receives vendor incentives from certain manufacturers and distributors calculated based on purchases made by franchisees. The Company generally receives payment from vendors approximately 45 days from the end of a month for that month's purchases.

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 25, 2016 and December 27, 2015

Advertising Costs

Advertising costs are treated as period costs and expensed as incurred. For the fiscal years ended December 25, 2016 and December 27, 2015, advertising costs totaled \$62,892 and \$61,693, respectively. Only advertising costs associated with the solicitation of new franchisees are included in the Company's advertising expense. Franchisees pay 0-2% of gross store revenue to an Advertising Fund, to pay for advertising of PJ's stores (see Note 2).

Income Taxes

The Company is treated as a partnership for federal income tax purposes and does not incur income taxes. Instead, its earnings and losses are included in the personal tax returns of the members. As such, the financial statements do not reflect a provision for income taxes.

New Accounting Pronouncements

The Company has reviewed all significant newly-issued accounting pronouncements and concluded that they are either not applicable to the operations or that no material effects are expected on its financial statements as a result of future adoption.

NOTE 2 – RESTRICTED CASH

The Company has established a separate national marketing fund to administer funds collected from franchisees for advertising. The franchisees are required to contribute a bi-weekly fee of 0-2% of the store's gross sales into the national marketing fund. The amounts are recorded as an asset and offsetting liability in the amount of \$46,487 and \$109,980 as of December 25, 2016 and December 27, 2015, respectively, in the accompanying Balance Sheets.

The Company has established a separate gift card pooling fund to administer funds related to gift card sales and redemptions for the PJ's stores. This fund is managed by a third party. The amounts are recorded as an asset and offsetting liability in the amount of \$456,627 and \$429,871 as of December 25, 2016 and December 27, 2015, respectively, in the accompanying Balance Sheets.

NOTE 3 – PROPERTY AND EQUIPMENT

Following is a summary of property and equipment at December 25, 2016 and December 27, 2015:

	Estimated Useful Lives	2016	2015
Computers and equipment	5	\$ 33,039	\$ 27,080
Leasehold improvements	11	38,885	38,885
Furniture and fixtures	7	12,428	12,428
		<u>84,352</u>	<u>78,393</u>
Less: Accumulated Depreciation		<u>(56,897)</u>	<u>(48,554)</u>
Property and Equipment, net		<u>\$ 27,455</u>	<u>\$ 29,839</u>

Depreciation expense for the fiscal years ended December 25, 2016 and December 27, 2015 was \$8,344 and \$7,904, respectively.

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 25, 2016 and December 27, 2015

NOTE 4 – GOODWILL

On June 17, 2008, the Company, and an affiliate, New Orleans Roast, LLC, completed an asset purchase agreement with PJ's USA, Inc. and PJ's Wholesale, Inc., for substantially all of the assets of the PJ's franchise system and coffee roasting business, for a purchase price of approximately \$4,000,000. The Company allocated its portion of the purchase price to tangible assets acquired in the acquisition at their estimated fair values with the remainder allocated to goodwill as follows: \$28,108 to accounts receivable, and \$1,925,500 to goodwill.

NOTE 5 - RELATED PARTY TRANSACTIONS

Twelve franchises located in Louisiana are owned and operated by entities affiliated through common ownership to the Company. The Company occasionally pays money to these entities, for the purpose of funding the operations of these commonly owned entities. When the members have determined that these amounts cannot or will not be repaid, amounts owed by these entities are treated as capital distributions to the members and are recorded as a reduction to members' equity. As of December 25, 2016 and December 27, 2015, \$39,307 and \$31,472, respectively, was due to the Company from franchises under common control or ownership.

New Orleans Roast, LLC is an affiliate company that roasts and distributes coffee beans, and coffee related products to all PJ's Coffee franchises and other retail businesses. As of December 25, 2016 and December 27, 2015, the Company owes \$1,849 and \$29,825, respectively to New Orleans Roast, LLC for payments made by New Orleans Roast, LLC on its behalf. This amount is included within due to affiliates in the accompanying Balance Sheets.

As part of the franchise agreement, franchisees pay an amount equal to 0-2% of their weekly gross sales to a national marketing fund (see Note 2). From time to time the Company pays certain costs of franchisee advertising and is reimbursed by the marketing fund. As of December 25, 2016 and December 27, 2015, the national marketing fund owed the Company \$2,150 and \$3,961, respectively. Per the franchise agreements, the Company is not responsible for the advertising costs of the franchisees, and the franchisees are not obligated to pay for advertising costs associated with soliciting new franchisees.

The Company's general liability/property insurance policy includes entities affiliated through common ownership. As of December 25, 2016 and December 27, 2015, \$0 and \$24,015, respectively, was due to the Company by these affiliated entities for their portion of the insurance premium, and is included within due from affiliates in the accompanying Balance Sheets. Of this amount, \$0 and \$22,532 was also included within accounts payable and accrued liabilities in the accompanying Balance Sheets at December 25, 2016 and December 27, 2015.

The Company shares office space and certain employees with an entity affiliated through common ownership. This entity also provides health insurance to the Company's employees. Payroll expenses for the shared employees totaled \$291,919 and \$337,967 for the fiscal years ended December 25, 2016 and December 27, 2015, respectively. These amounts are included in payroll and payroll taxes in the accompanying Statements of Income. As of December 25, 2016 and December 27, 2015, \$0 and \$5,000, respectively, was due to the Company from this entity.

The Company's office space is leased in the name of an affiliated entity. The Company is not a party to the lease. The company incurred \$96,299 and \$84,687 in rent expense for fiscal years 2016 and 2015, respectively, related to this lease.

In connection with financing arrangements entered into by related entities, the Company, along with other affiliated guarantors, is contingently liable to satisfy the claims of their creditor, a local financial institution (see Note 7).

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 25, 2016 and December 27, 2015

All related party balances owed to or by the Company are non-interest-bearing, unsecured and due on demand.

NOTE 6 – FRANCHISE FEES AND AREA DEVELOPMENT AGREEMENTS

At the time a new franchisee signs a franchise agreement, the Company records deferred revenue for the total amount of the initial franchise fee that is paid or to be paid by the franchisee. When the Company is no longer obligated to refund any of the franchise fees, and has performed substantially all initial services, the franchise fee is removed from deferred revenue and recognized as income. The Company generally assumes that commencement of operations by the franchisee constitutes substantial performance and recognizes the revenue at that time. The standard franchise arrangement requires an initial franchisee fee of \$25,000 and royalty fee equal to 5% of the store's monthly gross sales.

The Company also enters into Area Development Agreements. Under these agreements, a third party (the "Developer") agrees to sell and open a certain number of franchises in the specified area over a period of time stipulated in the contract. The Company records the area development fees as deferred franchise fees when received and recognizes a portion of the fee as revenue each time a new franchise opens in that area.

For the fiscal years ended December 25, 2016 and December 27, 2015, the Company recognized \$155,000 and \$200,000, respectively, in franchise and development fee revenue. At December 25, 2016 and December 27, 2015, the balance of deferred franchise and development fees was \$387,500 and \$172,500 respectively.

NOTE 7 - COMMITMENTS AND CONTINGENCIES

Legal Proceedings

From time to time, the Company is subject to legal proceedings, claims and liabilities, which arise in the ordinary course of business relating to matters including, but not limited to, disputes with franchisees, suppliers, employees and customers, as well as disputes over the Company's intellectual property. In the opinion of management, the amount of the ultimate liability with respect to any actions against the Company will not have a materially adverse impact on the Company's financial position or results of operations and cash flows.

On December 14, 2016, the Company was awarded a net settlement award of \$151,577 from the Deepwater Horizon Economic & Property Damages Settlement Class for damages sustained by the BP Oil Spill that occurred on April 20, 2010. This amount is included in Other Income in the accompanying Statement of Income.

Guarantees

In connection with financing arrangements entered into by certain companies which represent entities under common control, as co-borrowers, the Company is contingently liable to satisfy the claims of their creditor, a local financial institution, up to a maximum of \$2,611,463, should these entities be unable to satisfy the financing arrangement. In the event the Company is required to fund amounts pursuant to the above arrangement, the Company may recover the amounts from the entities, although terms of such recovery may extend over several future periods. The guarantees expire starting in May 2020 and go through May 2022.

NOTE 8 - SUPPLEMENTARY INFORMATION

The Company has master area development agreements in countries outside of the United States. The revenues and net income (loss) from those countries combined are in the table below. There are no long term assets held in countries outside of the U.S.

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 25, 2016 and December 27, 2015

	2016		2015	
	<u>United States</u>	<u>Rest of World</u>	<u>United States</u>	<u>Rest of World</u>
Revenues	\$ 1,398,088	\$ 71,804	\$ 1,430,450	\$ -
Net Income (Loss)	\$ 476,254	\$ (69,444)	\$ 331,941	\$ (49,153)

NOTE 9 – FAIR VALUE

Disclosure of fair value information about financial instruments, whether or not recognized in the balance sheets is required. Fair value of a financial instrument is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Fair value is best determined based upon quoted market prices. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instruments. Therefore, the aggregate fair value amounts presented do not represent the underlying value of the Company.

The recent fair value guidance provides a consistent definition of fair value, which focuses on exit price in an orderly transaction (that is, not a forced liquidation or distressed sale) between market participants at the measurement date under current market conditions. If there has been a significant decrease in the volume and level of activity for the asset or liability, a change in valuation technique or the use of multiple valuation techniques may be appropriate. In such instances, determining the price at which willing market participants would transact at the measurement date under current market conditions depends on the facts and circumstances and requires use of significant judgment. The fair value is a reasonable point within the range that is most representative of fair value under current market conditions.

In accordance with this guidance, the Company groups its financial assets and financial liabilities generally measured at fair value in three levels:

Level 1 – Observable inputs such as quoted prices in active markets;

Level 2 – Inputs, other than the quoted prices in active markets that are observable either directly or indirectly; and

Level 3 – Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

At December 25, 2016 and December 27, 2015, the Company did not have any financial assets or liabilities to value.

NOTE 10 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through the date that the financial statements were available to be issued, March 28, 2017, and determined that there were no items for disclosure.

New Orleans Brew, L.L.C.

Financial Statements

December 27, 2015 and December 28, 2014



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New Orleans Brew, L.L.C.

Table of Contents

December 27, 2015 and December 28, 2014

Independent Auditor's Report	1
Balance Sheets	2
Statements of Income	3
Statements of Cash Flows	4
Statement of Changes in Members' Equity	5
Notes to Financial Statements	6 - 13



JOSEPH REAGAN, CPA
Partner

KIM REAGAN, CPA
Partner

Independent Auditor's Report

To the Members
New Orleans Brew, L.L.C.
Covington, LA

We have audited the accompanying financial statements of New Orleans Brew, L.L.C. (the "Company") which comprise the balance sheets as of December 27, 2015 and December 28, 2014, and the related statements of income, changes in members' equity, and cash flows for the fiscal years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Orleans Brew, L.L.C. as of December 27, 2015 and December 28, 2014 and the results of its operations and its cash flows for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America.

Reagan & Reagan CPA, LLC
March 20, 2016

New Orleans Brew, L.L.C.**Balance Sheets****December 27, 2015 and December 28, 2014**

	<u>2015</u>	<u>2014</u>
ASSETS		
Current assets		
Cash	\$ 79,165	\$ 25,706
Restricted cash	539,851	410,921
Accounts receivable	39,158	29,619
Prepaid expenses and other current assets	5,763	16,555
Due from affiliates	<u>67,288</u>	<u>85,921</u>
Total current assets	<u>731,225</u>	<u>568,722</u>
 Property and equipment, less accumulated depreciation of \$48,554 and \$40,650 respectively	 29,839	 26,102
 Goodwill	 <u>1,925,500</u>	 <u>1,925,500</u>
 Total assets	 <u><u>\$ 2,686,564</u></u>	 <u><u>\$ 2,520,324</u></u>
 LIABILITIES AND MEMBERS' EQUITY		
Current liabilities		
Accounts payable and accrued liabilities	\$ 101,524	\$ 75,195
Due to affiliates	29,825	91,877
National marketing fund	109,980	20,158
Gift card fund	429,871	390,763
Deferred franchise fees	172,500	132,500
Line of credit	-	5,000
Current maturity of long-term debt	<u>-</u>	<u>142,116</u>
Total current liabilities	<u>843,700</u>	<u>857,609</u>
 Long-term debt, net of current maturity	 -	 1,165,865
 Total liabilities	 <u>843,700</u>	 <u>2,023,474</u>
 Members' equity	 <u>1,842,864</u>	 <u>496,850</u>
 Total liabilities and members' equity	 <u><u>\$ 2,686,564</u></u>	 <u><u>\$ 2,520,324</u></u>

See accompanying Notes to Financial Statements and Independent Auditor's Report.

New Orleans Brew, L.L.C.**Statements of Income****For the fiscal years ended December 27, 2015 and December 28, 2014**

	<u>2015</u>	<u>2014</u>
Revenues		
Royalties	\$ 1,187,868	\$ 1,034,171
Franchise fees	200,000	50,000
Vendor incentives	<u>42,582</u>	<u>36,493</u>
	1,430,450	1,120,664
Expenses		
General and administrative	561,909	408,250
Payroll and payroll taxes	495,236	470,065
Selling and marketing	61,693	94,618
Depreciation	<u>7,904</u>	<u>6,532</u>
	1,126,742	979,465
Income from operations	303,708	141,199
Other income (expense)		
Other income	1,531	20,931
Interest expense	<u>(22,451)</u>	<u>(69,226)</u>
	(20,920)	(48,295)
Net income	\$ <u>282,788</u>	\$ <u>92,904</u>

See accompanying Notes to Financial Statements and Independent Auditor's Report.

New Orleans Brew, L.L.C.**Statements of Cash Flows****For the fiscal years ended December 27, 2015 and December 28, 2014**

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities:		
Net income	\$ 282,788	\$ 92,904
Adjustments to reconcile net income to net cash (used in) provided by operating activities		
Depreciation	7,904	6,532
Changes in assets and liabilities		
Accounts receivable	(9,539)	(124)
Prepaid expenses and other current assets	10,792	727
Due from / to affiliates	(43,419)	5,648
Accounts payable and accrued liabilities	26,329	18,713
Deferred franchise fees	40,000	82,500
Net cash provided by operating activities	<u>314,855</u>	<u>206,900</u>
Cash flows from investing activities:		
Purchases of property and equipment	(11,641)	(3,206)
Net cash used in investing activities	<u>(11,641)</u>	<u>(3,206)</u>
Cash flows from financing activities:		
Payments on line of credit	(5,000)	(5,000)
Principal payments on long-term debt	(1,307,981)	(135,787)
Member contributions	1,508,340	-
Member distributions	(445,114)	(59,062)
Net cash used in financing activities	<u>(249,755)</u>	<u>(199,849)</u>
Net increase in cash	53,459	3,845
Cash, beginning of period	25,706	21,861
Cash, end of period	<u>\$ 79,165</u>	<u>\$ 25,706</u>
Supplemental cash flow information:		
Cash paid during the year for interest:	\$ 20,425	\$ 70,292

See accompanying Notes to Financial Statements and Independent Auditor's Report.

New Orleans Brew, L.L.C.

Statement of Changes in Members' Equity

For the fiscal years ended December 27, 2015 and December 28, 2014

	Members'
	Equity
Balance at December 29, 2013	\$ 463,008
Net income for the period	92,904
Member distributions	(59,062)
Balance at December 28, 2014	\$ 496,850
Net income for the period	282,788
Member contributions	1,508,340
Member distributions	(445,114)
Balance at December 27, 2015	\$ 1,842,864

See accompanying Notes to Financial Statements and Independent Auditor's Report.

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 27, 2015 and December 28, 2014

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

New Orleans Brew, L.L.C. (the “Company”) is a Louisiana based limited liability company, formed on January 23, 2008. The principle business of the Company is the franchising of “P.J.’s Coffee and Tea Company” stores (PJ’s stores). The Company offers a franchise whose primary business is the sale of gourmet coffees and teas, blended coffee and tea beverages, whole bean and ground coffee, gourmet desserts, and other food products and beverages under the name and service mark “PJ’s”. The franchisees are currently operating in the states of Louisiana, Mississippi and Texas.

On June 17, 2008, the Company, and an affiliate, New Orleans Roast, LLC, completed an asset purchase agreement with PJ’s USA, Inc. and PJ’s Wholesale, Inc., for substantially all of the assets of the PJ’s franchise system and coffee roasting business.

Basis of Accounting

The Company’s accounts are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Income is recorded when earned and expenses are recorded when incurred.

The Company franchise arrangements provide its franchisee entities the power to direct the activities that most significantly impact their economic performance; therefore, the Company does not consider it to be the primary beneficiary of any such entity that might be a variable interest entity.

Fiscal Year

The Company utilizes a 52- or 53-week accounting period that ends on the last Sunday in December.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the Company to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Companies Under Common Control

For the fiscal years ended December 27, 2015 and December 28, 2014, various members of the Company were also members in other related entities. It is management’s opinion that the financial position and results of operations of the Company have not been significantly affected by the transactions with these entities.

Cash and Cash Equivalents

For purposes of the financial statements, the Company considers all highly liquid instruments purchased with an initial maturity of three months or less to be cash equivalents. Cash and cash equivalents consist of cash on hand and deposits at banks.

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 27, 2015 and December 28, 2014

Concentration of Credit Risk

The Company maintains its cash in bank deposit accounts at financial institutions. The balances, at times, may exceed federally insured limits. At December 27, 2015 and December 28, 2014, the Company did not exceed the insured limit.

The franchisees purchase substantially all supplies and products sold at the PJ's stores from a small group of suppliers at prevailing prices.

Accounts Receivable

Accounts receivable consists mainly of amounts due from franchisees for royalties. Management assesses the collectability of receivables on an ongoing basis. The Company records a provision for doubtful receivables, if necessary, to allow for any amounts which may be unrecoverable, which is based upon an analysis of the Company's prior collection experience, creditworthiness and current economic trends.

Property and Equipment

Property and equipment is stated at cost less accumulated depreciation, which is determined on a straight-line basis over the estimated remaining useful life of each asset. Leasehold improvements are amortized using the straight-line method over the shorter of their estimated useful lives or the related reasonably assured lease term. Routine maintenance, repairs and replacement costs are expensed as incurred and improvements that extend the useful life of the assets are capitalized. When equipment is sold or otherwise disposed of, the cost and related accumulated depreciation are eliminated from the accounts and any resulting gain or loss is recognized in operations. The amounts expensed for maintenance and repairs were \$6,454 and \$4,750 for the fiscal years ended December 27, 2015 and December 28, 2014.

The Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If such assets are considered impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the asset exceeds its fair value. Assets to be disposed of, if any, are reported at the lower of the carrying amount or fair value less costs to sell.

Goodwill

Goodwill represents the residual purchase price after allocation of the purchase price of net assets acquired. Goodwill is not amortized, but is subject to annual impairment tests.

The Company tests for impairment of goodwill at a minimum on an annual basis. The Company reviews the recoverability of goodwill by comparing the fair value to the carrying value. Fair value of the Company's goodwill is estimated based upon a present value technique using discounted future cash flows. As of December 27, 2015 and December 28, 2014, management determined there was no impairment of goodwill. There can be no assurance that future goodwill impairment tests will not result in a charge to earnings.

Fair Value of Financial Instruments

The fair value of a financial instrument is the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction. At the balance sheet dates, the fair values of the Company's financial assets and financial liabilities (cash, accounts receivable, prepaid expenses and other current assets, amounts due to and from affiliates, accounts payable and accrued liabilities, debt, and deferred franchise fees) approximate their carrying values.

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 27, 2015 and December 28, 2014

Revenue Recognition

Franchise fee revenues derived from the initial sale of individual franchises are recognized when all material services or conditions relating to the sale have been substantially performed or satisfied by the Company. Substantial performance for the Company means that the Company has no remaining obligation or intent to refund any cash received or forgive any unpaid notes or receivables, substantially all of the initial services of the Company required by the franchise agreement have been performed, and no other material conditions or obligations related to the determination of substantial performance exist. Initial services are generally deemed to be complete at the commencement of operations by the franchisee. Initial services include, among other things, assistance in site preparation, training, pre-opening, and opening activities (see Note 6).

The Company receives royalty fees from franchisees based on a percentage of each store's gross revenue, as agreed upon in the franchise agreement. Royalty revenue percentages range from 0% to 8%. Royalty fees are recognized when earned. For the fiscal years ended December 27, 2015 and December 28, 2014, \$1,187,868 and \$1,034,171 of royalty fees were earned, respectively.

Franchise Operations

The Company enters into franchise agreements with unrelated third parties to operate locations using the PJ's brand within a defined geographical area. The Company believes that franchising is an effective and efficient means to expand the PJ's brand. The franchisee is required to operate its location in compliance with its franchise agreement that includes adherence to operating and quality control procedures established by the Company. The Company does not provide loans, leases, or guarantees to the franchisee or the franchisee's employees and vendors. If a franchisee becomes financially distressed, the Company does not provide financial assistance. If financial distress leads to a franchisee's noncompliance with the franchise agreement and the Company elects to terminate the franchise agreement, the Company has the right but not the obligation to acquire the assets of the franchisee at fair value. The Company has financial exposure for the collection of the royalty payments. Franchisees generally remit royalty payments weekly for the prior week's sales, which substantially minimizes the financial exposure. Historically, the Company has experienced insignificant write-offs of franchisee royalties. Franchise fees are paid upon the signing of the related agreements.

Payments Received from Vendors

Vendor incentives include allowances and other funds received from vendors. Certain of these funds are determined based on various quantitative contract terms. The Company receives vendor incentives from certain manufactures and distributors calculated based on purchases made by franchisees. The Company generally receives payment from vendors approximately 45 days from the end of a month for that month's purchases.

Advertising Costs

Advertising costs are treated as period costs and expensed as incurred. For the fiscal years ended December 27, 2015 and December 28, 2014, advertising costs totaled \$61,693 and \$94,618, respectively. Only advertising costs associated with the solicitation of new franchisees are included in the Company's advertising expense. Franchisees pay 0-2% of gross store revenue to an Advertising Fund, to pay for advertising of PJ's stores (see Note 2).

Income Taxes

The Company is treated as a partnership for federal income tax purposes and does not incur income taxes. Instead, its earnings and losses are included in the personal tax returns of the members. As such, the financial statements do not reflect a provision for income taxes.

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 27, 2015 and December 28, 2014

New Accounting Pronouncements

The Company has reviewed all significant newly-issued accounting pronouncements and concluded that they are either not applicable to the operations or that no material effects are expected on its financial statements as a result of future adoption.

NOTE 2 – RESTRICTED CASH

The Company has established a separate national marketing fund to administer funds collected from franchisees for advertising. The franchisees are required to contribute a bi-weekly fee of 0-2% of the store's gross sales into the national marketing fund. The amounts are recorded as an asset and offsetting liability in the amount of \$109,980 and \$20,158 as of December 27, 2015 and December 28, 2014, respectively, in the accompanying Balance Sheets.

The Company has established a separate gift card pooling fund to administer funds related to gift card sales and redemptions for the PJ's stores. This fund is managed by a third party. The amounts are recorded as an asset and offsetting liability in the amount of \$429,871 and \$390,763 as of December 27, 2015 and December 28, 2014, respectively, in the accompanying Balance Sheets.

NOTE 3 – PROPERTY AND EQUIPMENT

Following is a summary of property and equipment at December 27, 2015 and December 28, 2014:

	Estimated Useful Lives	2015	2014
Computers and equipment	5	\$ 27,080	\$ 15,439
Leasehold improvements	11	38,885	38,885
Furniture and fixtures	7	12,428	12,428
		<u>78,393</u>	<u>66,752</u>
Less: Accumulated Depreciation		<u>(48,554)</u>	<u>(40,650)</u>
Property and Equipment, net		<u>\$ 29,839</u>	<u>\$ 26,102</u>

Depreciation expense for the fiscal years ended December 27, 2015 and December 28, 2014 was \$7,904 and \$6,532, respectively.

NOTE 4 – GOODWILL

On June 17, 2008, the Company, and an affiliate, New Orleans Roast, LLC, completed an asset purchase agreement with PJ's USA, Inc. and PJ's Wholesale, Inc., for substantially all of the assets of the PJ's franchise system and coffee roasting business, for a purchase price of approximately \$4,000,000. The Company allocated its portion of the purchase price to tangible assets acquired in the acquisition at their estimated fair values with the remainder allocated to goodwill as follows: \$28,108 to accounts receivable, and \$1,925,500 to goodwill.

NOTE 5 - RELATED PARTY TRANSACTIONS

Thirteen franchises located in Louisiana are owned and operated by entities affiliated through common ownership to the Company. The Company occasionally pays money to these entities, for the purpose of funding the operations of these commonly owned entities. When the members have determined that these

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 27, 2015 and December 28, 2014

amounts cannot or will not be repaid, amounts owed by these entities are treated as capital distributions to the members and are recorded as a reduction to members' equity. As of December 27, 2015 and December 28, 2014, \$31,472 and \$45,568, respectively, was due to the Company from franchises under common control or ownership.

New Orleans Roast, LLC is an affiliate company that roasts and distributes coffee beans, and coffee related products to all PJ's Coffee franchises and other retail businesses. New Orleans Roast, LLC was co-borrower on the Company's bank loans (see Note 7). As of December 27, 2015 and December 28, 2014, the Company owes \$29,825 and \$91,877, respectively to New Orleans Roast, LLC for debt and other payments made by New Orleans Roast, LLC on its behalf. This amount is included within due to affiliates in the accompanying Balance Sheets.

As part of the franchise agreement, franchisees pay an amount equal to 0-2% of their weekly gross sales to a national marketing fund (see Note 2). From time to time the Company pays certain costs of franchisee advertising and is reimbursed by the marketing fund. As of December 27, 2015 and December 28, 2014, the national marketing fund owed the Company \$3,961 and \$1,338, respectively. Per the franchise agreements, the Company is not responsible for the advertising costs of the franchisees, and the franchisees are not obligated to pay for advertising costs associated with soliciting new franchisees.

The Company's general liability/property insurance policy includes entities affiliated through common ownership. As of December 27, 2015 and December 28, 2014, \$26,854 and \$24,015, respectively, was due to the Company by these affiliated entities for their portion of the insurance premium, and is included within due from affiliates in the accompanying Balance Sheets. Of this amount, \$22,532 and \$24,325 was also included within accounts payable and accrued liabilities in the accompanying Balance Sheets at December 27, 2015 and December 28, 2014.

The Company shares office space and certain employees with an entity affiliated through common ownership. This entity also provides health insurance to the Company's employees. Payroll expenses for the shared employees totaled \$337,967 and \$328,004 for the fiscal years ended December 27, 2015 and December 28, 2014, respectively. These amounts are included in payroll and payroll taxes in the accompanying Statements of Income. As of December 27, 2015 and December 28, 2014, \$5,000 and \$15,000, respectively, was due to the Company from this entity.

As discussed above, the Company shares its office space with an affiliated entity. For part of the fiscal year ended December 27, 2015 and all of the fiscal year ended December 28, 2014, the Company did not charge this entity for use of the office space. Had the entity been charged, rent expense would be reduced by approximately \$22,025 and \$25,478 for the fiscal years ended December 27, 2015 and December 28, 2014, respectively.

The Company's office space is leased in the name of an affiliated entity. The Company is not a party to the lease. The company incurred \$84,687 and \$50,955 in rent expense for fiscal years 2015 and 2014, respectively, related to this lease.

An affiliated entity entered into a security agreement to guarantee the Company's bank loans. This guaranty was effective until the Company's bank loans were paid off on May 27, 2015 (See Note 7).

In connection with financing arrangements entered into by related entities, the Company, along with other affiliated guarantors, is contingently liable to satisfy the claims of their creditor, a local financial institution (See Note 9).

All related party balances owed to or by the Company are non-interest-bearing, unsecured and due on demand.

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 27, 2015 and December 28, 2014

NOTE 6 – FRANCHISE FEES

At the time a new franchisee signs a franchise agreement, the Company records deferred revenue for the total amount of the initial franchise fee that is paid or to be paid by the franchisee. When the Company is no longer obligated to refund any of the franchise fees, and has performed substantially all initial services, the franchise fee is removed from deferred revenue and recognized as income. The Company generally assumes that commencement of operations by the franchisee constitutes substantial performance and recognizes the revenue at that time. The standard franchise arrangement requires an initial franchisee fee of \$25,000 and royalty fee equal to 5% of the store's monthly gross sales. For the fiscal years ended December 27, 2015 and December 28, 2014, the Company recognized \$200,000 and \$50,000, respectively, in franchise fee revenue. At December 27, 2015 and December 28, 2014, the balance of deferred franchise fees was \$172,500 and \$132,500 respectively.

NOTE 7 – LONG-TERM DEBT

Following is a summary of long-term debt at December 27, 2015 and December 28, 2014:

	<u>2015</u>	<u>2014</u>
Co-borrower on bank loan, secured by grantor rights, title and interest in all royalty fees, franchise fees and member interest, repayable in monthly installments of \$8,901 at a fixed interest rate of 5% per annum, with a final estimated last payment equal to the remaining balance due, scheduled to mature April 2016.	\$ -	\$ 326,160
Co-borrower on bank loan, secured by grantor rights, title and interest in all royalty fees, franchise fees and member interest, repayable in monthly installments of \$25,460 at a fixed interest rate of 5% per annum, with a final estimated last payment equal to the remaining balance due, scheduled to mature September 2016.	-	981,821
	<u>\$ -</u>	<u>\$ 1,307,981</u>
Less: Current portion of long-term debt	\$ -	\$ (142,116)
Long-term debt, net of current maturities	<u>\$ -</u>	<u>\$ 1,165,865</u>

The company's bank loans noted in the table above were scheduled to mature in April 2016 and September 2016, respectively. On May 27, 2015, the Company, and its co-borrower paid off these loans. As noted in the table above, the Company's share of the balance outstanding on these loans was \$1,165,865 at December 28, 2014.

In connection with the two bank loans mentioned above, WOW Café & Wingery Franchising Account, LLC ("WOW"), an entity under common control, had entered into a security agreement with the bank, whereby WOW was contingently liable to satisfy the claims of the bank should the Company and its co-borrower be unable to make the debt service payments. The guarantee expired on May 27, 2015 at the time these loans were paid off.

The bank loans included a Debt Service Coverage covenant that required the Company and its co-borrower maintain a combined minimum annual debt service coverage of 1 - 1.5x. The calculation was performed at the end of each fiscal quarter on a trailing twelve month basis. During fiscal year 2014 and up to the time of payoff of the loans in May 2015, the Company and its co-borrower maintained the required minimum combined debt service coverage.

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 27, 2015 and December 28, 2014

NOTE 8 – REVOLVING LINES OF CREDIT

On March 5, 2012, the Company entered into a \$10,000 revolving line of credit agreement. Bank advances on the credit line were payable on demand and carried an interest rate of 3% over the prime rate. The credit line was secured by all deposit accounts held at the financial institution. This line of credit matured on April 5, 2015, and was not renewed. As of December 27, 2015 and December 28, 2014, the Company had drawn \$0 and \$5,000, respectively on the line of credit. The interest rate on the line of credit at December 28, 2014 was 6.25%.

On January 30, 2015, the Company, along with other affiliated co-borrowers, entered into a \$300,000 revolving line of credit agreement. Bank advances on the credit line carried an interest rate of 3.25% over the prime rate. The credit line was secured by all personal property held by the affiliated co-borrowers. The line of credit matured on April 30, 2015, and was not renewed. As of December 27, 2015 and December 28, 2014, the Company had drawn \$0 on the line of credit.

NOTE 9 - COMMITMENTS AND CONTINGENCIES

Legal Proceedings

From time to time, the Company is subject to legal proceedings, claims and liabilities, which arise in the ordinary course of business relating to matters including, but not limited to, disputes with franchisees, suppliers, employees and customers, as well as disputes over the Company's intellectual property. In the opinion of management, the amount of the ultimate liability with respect to any actions against the Company will not have a materially adverse impact on the Company's financial position or results of operations and cash flows.

Guarantees

In connection with financing arrangements entered into by certain companies which represent entities under common control, as co-borrowers, the Company is contingently liable to satisfy the claims of their creditor, a local financial institution, up to a maximum of \$3,287,943, should these entities be unable to satisfy the financing arrangement. In the event the Company is required to fund amounts pursuant to the above arrangement, the Company may recover the amounts from the entities, although terms of such recovery may extend over several future periods. The guarantees expire starting in May 2016 and go through May 2020.

NOTE 10 – FAIR VALUE

Disclosure of fair value information about financial instruments, whether or not recognized in the balance sheets is required. Fair value of a financial instrument is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is best determined based upon quoted market prices. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instruments. Therefore, the aggregate fair value amounts presented do not represent the underlying value of the Company.

The recent fair value guidance provides a consistent definition of fair value, which focuses on exit price in an orderly transaction (that is, not a forced liquidation or distressed sale) between market participants at the measurement date under current market conditions. If there has been a significant decrease in the volume and level of activity for the asset or liability, a change in valuation technique or the use of multiple valuation techniques may be appropriate. In such instances, determining the price at which willing market participants would transact at the measurement date under current market conditions depends on the facts

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 27, 2015 and December 28, 2014

and circumstances and requires use of significant judgment. The fair value is a reasonable point within the range that is most representative of fair value under current market conditions.

In accordance with this guidance, the Company groups its financial assets and financial liabilities generally measured at fair value in three levels:

Level 1 – Observable inputs such as quoted prices in active markets;

Level 2 – Inputs, other than the quoted prices in active markets that are observable either directly or indirectly; and

Level 3 – Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

At December 27, 2015 and December 28, 2014, the Company did not have any financial assets or liabilities to value.

NOTE 11 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through the date that the financial statements were available to be issued, March 20, 2016, and determined that there were no items for disclosure.

New Orleans Brew, L.L.C.

Financial Statements

December 28, 2014 and December 29, 2013



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New Orleans Brew, L.L.C.

Table of Contents

December 28, 2014 and December 29, 2013

Independent Auditor's Report	1
Balance Sheets	2
Statements of Income	3
Statements of Cash Flows	4
Statement of Changes in Members' Equity	5
Notes to Financial Statements	6 - 13

JOSEPH REAGAN, CPA
Partner

KIM REAGAN, CPA
Partner

Independent Auditor's Report

To the Members
New Orleans Brew, L.L.C.
Covington, LA

We have audited the accompanying financial statements of New Orleans Brew, L.L.C. (the "Company") which comprise the balance sheets as of December 28, 2014 and December 29, 2013, and the related statements of income, changes in members' equity, and cash flows for the fiscal years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Orleans Brew, L.L.C. as of December 28, 2014 and December 29, 2013 and the results of its operations and its cash flows for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America.

Reagan & Reagan CPA, LLC

March 30, 2015

New Orleans Brew, L.L.C.**Balance Sheets****December 28, 2014 and December 29, 2013**

	<u>2014</u>	<u>2013</u>
ASSETS		
Current assets		
Cash	\$ 25,706	\$ 21,861
Restricted cash	410,921	482,894
Accounts receivable	29,619	29,495
Prepaid expenses and other current assets	16,555	17,282
Due from affiliates	85,921	56,294
Total current assets	<u>568,722</u>	<u>607,826</u>
Property and equipment, less accumulated depreciation of \$40,650 and \$34,118 respectively	26,102	29,428
Goodwill	<u>1,925,500</u>	<u>1,925,500</u>
Total assets	<u>\$ 2,520,324</u>	<u>\$ 2,562,754</u>
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities		
Accounts payable and accrued liabilities	\$ 75,195	\$ 56,482
Due to affiliates	91,877	56,602
National marketing fund	20,158	37,594
Gift card fund	390,763	445,300
Deferred franchise fees	132,500	50,000
Line of credit	5,000	10,000
Current maturity of long-term debt	142,116	134,975
Total current liabilities	<u>857,609</u>	<u>790,953</u>
Long-term debt, net of current maturity	1,165,865	1,308,793
Total liabilities	<u>2,023,474</u>	<u>2,099,746</u>
Members' equity	<u>496,850</u>	<u>463,008</u>
Total liabilities and members' equity	<u>\$ 2,520,324</u>	<u>\$ 2,562,754</u>

See accompanying Notes to Financial Statements and Independent Auditor's Report.

New Orleans Brew, L.L.C.**Statements of Income****For the fiscal years ended December 28, 2014 and December 29, 2013**

	<u>2014</u>	<u>2013</u>
Revenues		
Royalties	\$ 1,034,171	\$ 861,284
Franchise fees	50,000	152,500
Vendor incentives	<u>36,493</u>	<u>56,820</u>
	1,120,664	1,070,604
Expenses		
General and administrative	408,250	322,322
Payroll and payroll taxes	470,065	432,135
Selling and marketing	94,618	77,137
Depreciation	<u>6,532</u>	<u>6,965</u>
	979,465	838,559
Income from operations	141,199	232,045
Other income (expense)		
Other income	20,931	8,883
Interest expense	<u>(69,226)</u>	<u>(65,506)</u>
	(48,295)	(56,623)
Net income	\$ <u>92,904</u>	\$ <u>175,422</u>

See accompanying Notes to Financial Statements and Independent Auditor's Report.

New Orleans Brew, L.L.C.

Statements of Cash Flows

For the fiscal years ended December 28, 2014 and December 29, 2013

	2014	2013
Cash flows from operating activities:		
Net income	\$ 92,904	\$ 175,422
Adjustments to reconcile net income to net cash (used in) provided by operating activities		
Depreciation	6,532	6,965
Changes in assets and liabilities		
Accounts receivable	(124)	(9,107)
Inventory	-	19,576
Prepaid expenses and other current assets	727	1,833
Due from / to affiliates	5,648	19,242
Accounts payable and accrued liabilities	18,713	(3,622)
Deferred franchise fees	82,500	(50,000)
Net cash provided by operating activities	206,900	160,309
Cash flows from investing activities:		
Purchases of property and equipment	(3,206)	(3,329)
Net cash used in investing activities	(3,206)	(3,329)
Cash flows from financing activities:		
Borrowings on line of credit	-	4,300
Payments on line of credit	(5,000)	-
Principal payments on long-term debt	(135,787)	(129,962)
Member distributions	(59,062)	(32,799)
Net cash used in financing activities	(199,849)	(158,461)
Net increase (decrease) in cash	3,845	(1,481)
Cash, beginning of period	21,861	23,342
Cash, end of period	\$ 25,706	\$ 21,861
Supplemental cash flow information:		
Cash paid during the year for interest:	\$ 70,292	\$ 62,442

See accompanying Notes to Financial Statements and Independent Auditor's Report.

New Orleans Brew, L.L.C.

Statement of Changes in Members' Equity

For the fiscal years ended December 28, 2014 and December 29, 2013

	Members'
	Equity
Balance at December 30, 2012	\$ 320,385
Net income for the period	175,422
Member distributions	(32,799)
Balance at December 29, 2013	\$ 463,008
Net income for the period	92,904
Member distributions	(59,062)
Balance at December 28, 2014	\$ 496,850

See accompanying Notes to Financial Statements and Independent Auditor's Report.

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 28, 2014 and December 29, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

New Orleans Brew, L.L.C. (the “Company”) is a Louisiana based limited liability company, formed on January 23, 2008. The principle business of the Company is the franchising of “P.J.’s Coffee and Tea Company” stores (PJ’s stores). The Company offers a franchise whose primary business is the sale of gourmet coffees and teas, blended coffee and tea beverages, whole bean and ground coffee, gourmet desserts, and other food products and beverages under the name and service mark “PJ’s”. The franchisees are currently operating in the states of Louisiana, Arkansas and Mississippi.

On June 17, 2008, the Company, and an affiliate, New Orleans Roast, LLC, completed an asset purchase agreement with PJ’s USA, Inc. and PJ’s Wholesale, Inc., for substantially all of the assets of the PJ’s franchise system and coffee roasting business.

Basis of Accounting

The Company’s accounts are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Income is recorded when earned and expenses are recorded when incurred.

The Company franchise arrangements provide its franchisee entities the power to direct the activities that most significantly impact their economic performance; therefore, the Company does not consider it to be the primary beneficiary of any such entity that might be a variable interest entity.

Fiscal Year

The Company utilizes a 52- or 53-week accounting period that ends on the last Sunday in December.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the Company to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Companies Under Common Control

For the fiscal years ended December 28, 2014 and December 29, 2013, various members of the Company were also members in other related entities. It is management’s opinion that the financial position and results of operations of the Company have not been significantly affected by the transactions with these entities.

Cash and Cash Equivalents

For purposes of the financial statements, the Company considers all highly liquid instruments purchased with an initial maturity of three months or less to be cash equivalents. Cash and cash equivalents consist of cash on hand and deposits at banks.

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 28, 2014 and December 29, 2013

Concentration of Credit Risk

The Company maintains its cash in bank deposit accounts at financial institutions. The balances, at times, may exceed federally insured limits. At December 28, 2014 and December 29, 2013, the Company did not exceed the insured limit.

The franchisees purchase substantially all supplies and products sold at the PJ's stores from a small group of suppliers at prevailing prices.

Accounts Receivable

Accounts receivable consists mainly of amounts due from franchisees for royalties. Management assesses the collectability of receivables on an ongoing basis. The Company records a provision for doubtful receivables, if necessary, to allow for any amounts which may be unrecoverable, which is based upon an analysis of the Company's prior collection experience, creditworthiness and current economic trends.

Property and Equipment

Property and equipment is stated at cost less accumulated depreciation, which is determined on a straight-line basis over the estimated remaining useful life of each asset. Leasehold improvements are amortized using the straight-line method over the shorter of their estimated useful lives or the related reasonably assured lease term. Routine maintenance, repairs and replacement costs are expensed as incurred and improvements that extend the useful life of the assets are capitalized. When equipment is sold or otherwise disposed of, the cost and related accumulated depreciation are eliminated from the accounts and any resulting gain or loss is recognized in operations. The amounts expensed for maintenance and repairs were \$4,750 and \$3,374 for the fiscal years ended December 28, 2014 and December 29, 2013.

The Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If such assets are considered impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the asset exceeds its fair value. Assets to be disposed of, if any, are reported at the lower of the carrying amount or fair value less costs to sell.

Goodwill

Goodwill represents the residual purchase price after allocation of the purchase price of net assets acquired. Goodwill is not amortized, but is subject to annual impairment tests.

The Company tests for impairment of goodwill at a minimum on an annual basis. The Company reviews the recoverability of goodwill by comparing the fair value to the carrying value. Fair value of the Company's goodwill is estimated based upon a present value technique using discounted future cash flows. As of December 28, 2014 and December 29, 2013, management determined there was no impairment of goodwill. There can be no assurance that future goodwill impairment tests will not result in a charge to earnings.

Fair Value of Financial Instruments

The fair value of a financial instrument is the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction. At the balance sheet dates, the fair values of the Company's financial assets and financial liabilities (cash, accounts receivable, prepaid expenses and other current assets, amounts due to and from affiliates, accounts payable and accrued liabilities, debt, and deferred franchise fees) approximate their carrying values.

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 28, 2014 and December 29, 2013

Revenue Recognition

Franchise fee revenues derived from the initial sale of individual franchises are recognized when all material services or conditions relating to the sale have been substantially performed or satisfied by the Company. Substantial performance for the Company means that the Company has no remaining obligation or intent to refund any cash received or forgive any unpaid notes or receivables, substantially all of the initial services of the Company required by the franchise agreement have been performed, and no other material conditions or obligations related to the determination of substantial performance exist. Initial services are generally deemed to be complete at the commencement of operations by the franchisee. Initial services include, among other things, assistance in site preparation, training, pre-opening, and opening activities (see Note 6).

The Company receives royalty fees from franchisees based on a percentage of each store's gross revenue, as agreed upon in the franchise agreement. Royalty revenue percentages range from 0% to 8%. Royalty fees are recognized when earned. For the fiscal years ended December 28, 2014 and December 29, 2013, \$1,034,171 and \$861,284 of royalty fees were earned, respectively.

Franchise Operations

The Company enters into franchise agreements with unrelated third parties to operate locations using the PJ's brand within a defined geographical area. The Company believes that franchising is an effective and efficient means to expand the PJ's brand. The franchisee is required to operate its location in compliance with its franchise agreement that includes adherence to operating and quality control procedures established by the Company. The Company does not provide loans, leases, or guarantees to the franchisee or the franchisee's employees and vendors. If a franchisee becomes financially distressed, the Company does not provide financial assistance. If financial distress leads to a franchisee's noncompliance with the franchise agreement and the Company elects to terminate the franchise agreement, the Company has the right but not the obligation to acquire the assets of the franchisee at fair value. The Company has financial exposure for the collection of the royalty payments. Franchisees generally remit royalty payments weekly for the prior week's sales, which substantially minimizes the financial exposure. Historically, the Company has experienced insignificant write-offs of franchisee royalties. Franchise fees are paid upon the signing of the related agreements.

Payments Received from Vendors

Vendor incentives include allowances and other funds received from vendors. Certain of these funds are determined based on various quantitative contract terms. The Company receives vendor incentives from certain manufactures and distributors calculated based on purchases made by franchisees. The Company generally receives payment from vendors approximately 45 days from the end of a month for that month's purchases.

Advertising Costs

Advertising costs are treated as period costs and expensed as incurred. For the fiscal years ended December 28, 2014 and December 29, 2013, advertising costs totaled \$94,618 and \$77,137, respectively. Only advertising costs associated with the solicitation of new franchisees are included in the Company's advertising expense. Franchisees pay 1-2% of gross store revenue to an Advertising Fund, to pay for advertising of PJ's stores (see Note 2).

Income Taxes

The Company is treated as a partnership for federal income tax purposes and does not incur income taxes. Instead, its earnings and losses are included in the personal tax returns of the members. As such, the financial statements do not reflect a provision for income taxes.

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 28, 2014 and December 29, 2013

New Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09 "Revenue with Contracts from Customers." ASU 2014-09 supersedes the current revenue recognition guidance, including industry-specific guidance. The guidance introduces a five-step model to achieve its core principal of the entity recognizing revenue to depict the transfer of goods or services to customers at an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The updated guidance is effective for interim and annual periods beginning after December 15, 2016 and early adoption is not permitted. The Company is currently evaluating the impact of the updated guidance but does not believe the adoption of ASU 2014-09 will have a significant impact on the Company's financial statements.

The Company has reviewed all other significant newly-issued accounting pronouncements and concluded that they are either not applicable to the operations or that no material effects are expected on its financial statements as a result of future adoption.

NOTE 2 – RESTRICTED CASH

The Company has established a separate national marketing fund to administer funds collected from franchisees for advertising. The franchisees are required to contribute a bi-weekly fee of 1-2% of the store's gross sales into the national marketing fund. The amounts are recorded as an asset and offsetting liability in the amount of \$20,158 and \$37,594 as of December 28, 2014 and December 29, 2013, respectively, in the accompanying Balance Sheets.

The Company has established a separate gift card pooling fund to administer funds related to gift card sales and redemptions for the PJ's stores. This fund is managed by a third party. The amounts are recorded as an asset and offsetting liability in the amount of \$390,763 and \$445,300 as of December 28, 2014 and December 29, 2013, respectively, in the accompanying Balance Sheets.

NOTE 3 – PROPERTY AND EQUIPMENT

Following is a summary of property and equipment at December 28, 2014 and December 29, 2013:

	Estimated Useful Lives	2014	2013
Computers and equipment	5	\$ 15,439	\$ 12,233
Leasehold improvements	11	38,885	38,885
Furniture and fixtures	7	<u>12,428</u>	<u>12,428</u>
		66,752	63,546
Less: Accumulated Depreciation		<u>(40,650)</u>	<u>(34,118)</u>
Property and Equipment, net		\$ <u>26,102</u>	\$ <u>29,428</u>

Depreciation expense for the fiscal years ended December 28, 2014 and December 29, 2013 was \$6,532 and \$6,965, respectively.

NOTE 4 – GOODWILL

On June 17, 2008, the Company, and an affiliate, New Orleans Roast, LLC, completed an asset purchase agreement with PJ's USA, Inc. and PJ's Wholesale, Inc., for substantially all of the assets of the PJ's franchise system and coffee roasting business, for a purchase price of approximately \$4,000,000. The

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 28, 2014 and December 29, 2013

Company allocated its portion of the purchase price to tangible assets acquired in the acquisition at their estimated fair values with the remainder allocated to goodwill as follows: \$28,108 to accounts receivable, and \$1,925,500 to goodwill.

NOTE 5 - RELATED PARTY TRANSACTIONS

Fourteen franchises located in Louisiana are owned and operated by entities affiliated through common ownership to the Company. The Company occasionally pays money to these entities, for the purpose of funding the operations of these commonly owned entities. When the members have determined that these amounts cannot or will not be repaid, amounts owed by these entities are treated as capital distributions to the members and are recorded as a reduction to members' equity. As of December 28, 2014 and December 29, 2013, \$45,568 and \$21,324, respectively, was due to the Company from franchises under common control or ownership.

New Orleans Roast, LLC is an affiliate company that roasts and distributes coffee beans, and coffee related products to all PJ's Coffee franchises and other retail businesses. New Orleans Roast, LLC is co-borrower on the Company's bank loans. The accompanying financial statements include the Company's share of the bank loans (see Note 7). As of December 28, 2014 and December 29, 2013, the Company owes \$91,877 and \$56,602, respectively to New Orleans Roast, LLC for debt and other payments made by New Orleans Roast, LLC on its behalf. This amount is included within due to affiliates in the accompanying Balance Sheets.

As part of the franchise agreement, franchisees pay an amount equal to 1-2% of their weekly gross sales to a national marketing fund (see Note 2). From time to time the Company pays certain costs of franchisee advertising and is reimbursed by the marketing fund. As of December 28, 2014 and December 29, 2013, the national marketing fund owed the Company \$1,338 and \$12,789, respectively. Per the franchise agreements, the Company is not responsible for the advertising costs of the franchisees, and the franchisees are not obligated to pay for advertising costs associated with soliciting new franchisees.

Effective June 2011, the Company's general liability/property insurance policy includes entities affiliated through common ownership. As of December 28, 2014 and December 29, 2013, \$24,015 and \$22,181, respectively, was due to the Company by these affiliated entities for their portion of the insurance premium, and is included within due from affiliates in the accompanying Balance Sheets. Of this amount, \$24,325 and \$20,582 was also included within accounts payable and accrued liabilities in the accompanying Balance Sheets at December 28, 2014 and December 29, 2013.

The Company shares office space and certain employees with an entity affiliated through common ownership. This entity also provides health insurance to the Company's employees. Payroll expenses for the shared employees totaled \$328,004 and \$255,826 for the fiscal years ended December 28, 2014 and December 29, 2013, respectively. These amounts are included in payroll and payroll taxes in the accompanying Statements of Income. As of December 28, 2014 and December 29, 2013, \$15,000 and \$0, respectively, was due to the Company from this entity.

As discussed above, the Company shares its office space with an affiliated entity. The Company did not charge this entity for use of the office space. Had the entity been charged, rent expense would be reduced by approximately \$25,478 and \$26,010 for the fiscal years ended December 28, 2014 and December 29, 2013, respectively.

The Company's office space is leased in the name of an affiliated entity. The Company is not a party to the lease. The company incurred \$50,955 and \$52,019 in rent expense for fiscal years 2014 and 2013, respectively, related to this lease.

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 28, 2014 and December 29, 2013

Effective September 28, 2011, an affiliated entity entered into a security agreement to guarantee the Company's bank loans (See Note 7).

All related party balances owed to or by the Company are non-interest-bearing, unsecured and due on demand.

NOTE 6 – FRANCHISE FEES

At the time a new franchisee signs a franchise agreement, the Company records deferred revenue for the total amount of the initial franchise fee that is paid or to be paid by the franchisee. When the Company is no longer obligated to refund any of the franchise fees, and has performed substantially all initial services, the franchise fee is removed from deferred revenue and recognized as income. The Company generally assumes that commencement of operations by the franchisee constitutes substantial performance and recognizes the revenue at that time. The standard franchise arrangement requires an initial franchisee fee of \$25,000 and royalty fee equal to 5% of the store's monthly gross sales. For the fiscal years ended December 28, 2014 and December 29, 2013, the Company recognized \$50,000 and \$152,500, respectively, in franchise fee revenue. At December 28, 2014 and December 29, 2013, the balance of deferred franchise fees was \$132,500 and \$50,000 respectively.

NOTE 7 – LONG-TERM DEBT

Following is a summary of long-term debt at December 28, 2014 and December 29, 2013:

	<u>2014</u>	<u>2013</u>
Co-borrower on bank loan, secured by grantor rights, title and interest in all royalty fees, franchise fees and member interest, repayable in monthly installments of \$8,901 at a fixed interest rate of 5% per annum, with a final estimated last payment equal to the remaining balance due, maturing April 2016	\$ 326,160	\$ 361,747
Co-borrower on bank loan, secured by grantor rights, title and interest in all royalty fees, franchise fees and member interest, repayable in monthly installments of \$25,460 at a fixed interest rate of 5% per annum, with a final estimated last payment equal to the remaining balance due, maturing September 2016	981,821	1,082,021
	<u>\$ 1,307,981</u>	<u>\$ 1,443,768</u>
Less: Current portion of long-term debt	<u>\$ (142,116)</u>	<u>\$ (134,975)</u>
Long-term debt, net of current maturities	<u>\$ 1,165,865</u>	<u>\$ 1,308,793</u>

The Company converted a line of credit to a term loan on September 28, 2011. This loan was subsequently amended in January 2012 and in April 2013. As a result of these amendments, effective March 1, 2012, the debt service payments were reduced from \$17,025 per month, to \$9,535 per month, with a final balloon payment estimated to be \$789,815 due April 2013. Effective April 5, 2013, the monthly debt service payments were reduced from \$9,535 per month, to \$8,901 per month, with a final balloon payment estimated to be \$560,418 due April 5, 2016. As noted in the table above, the Company's share of the balance outstanding on this loan at December 28, 2014 and December 29, 2013 was \$326,160 and \$361,747, respectively. The Company remains co-borrower on this loan.

The Company's bank loan was scheduled to mature in 2011. On September 28, 2011, this loan was renewed. The renewal extended the loan an additional five years, through September 28, 2016. As noted

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 28, 2014 and December 29, 2013

in the table above, the Company's share of the balance outstanding on this loan at December 28, 2014 and December 29, 2013 was \$981,821 and \$1,082,021, respectively.

In connection with the two bank loans mentioned above, WOW Café & Wingery Franchising Account, LLC ("WOW"), an entity under common control, entered into a security agreement with the bank, whereby WOW is contingently liable to satisfy the claims of the bank should the Company and its co-borrower be unable to make the debt service payments. The guarantee expires September 28, 2016.

Aggregate maturities of long-term debt are as follows:

2015	\$	142,116
2016		1,165,865
	\$	<u>1,307,981</u>

The bank loans include a Debt Service Coverage covenant that requires the Company and its co-borrower maintain a combined minimum annual debt service coverage of 1 - 1.5x. The calculation is performed at the end of each fiscal quarter on a trailing twelve month basis. At December 28, 2014 and December 29, 2013 the Company and its co-borrower maintained the required minimum combined debt service coverage.

NOTE 8 – REVOLVING LINE OF CREDIT

On March 5, 2012, the Company entered into a \$10,000 revolving line of credit agreement. Bank advances on the credit line are payable on demand and carry an interest rate of 3% over the prime rate. The credit line is secured by all deposit accounts held at the financial institution. As of December 28, 2014 and December 29, 2013, the Company had drawn \$5,000 and \$10,000, respectively on the line of credit. The interest rate on the line of credit at December 28, 2014 and December 29, 2013 was 6.25%. The line of credit was originally scheduled to mature on March 5, 2013. In April 2013, the Company renewed the revolving line of credit. The renewal extended the maturity date to April 5, 2015. All other terms remained the same.

NOTE 9 - COMMITMENTS AND CONTINGENCIES

Legal Proceedings

From time to time, the Company is subject to legal proceedings, claims and liabilities, which arise in the ordinary course of business relating to matters including, but not limited to, disputes with franchisees, suppliers, employees and customers, as well as disputes over the Company's intellectual property. In the opinion of management, the amount of the ultimate liability with respect to any actions against the Company will not have a materially adverse impact on the Company's financial position or results of operations and cash flows.

NOTE 10 – FAIR VALUE

Disclosure of fair value information about financial instruments, whether or not recognized in the balance sheets is required. Fair value of a financial instrument is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is best determined based upon quoted market prices. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instruments. Therefore, the aggregate fair value amounts presented do not represent the underlying value of the Company.

New Orleans Brew, L.L.C.
Notes to Financial Statements
December 28, 2014 and December 29, 2013

The recent fair value guidance provides a consistent definition of fair value, which focuses on exit price in an orderly transaction (that is, not a forced liquidation or distressed sale) between market participants at the measurement date under current market conditions. If there has been a significant decrease in the volume and level of activity for the asset or liability, a change in valuation technique or the use of multiple valuation techniques may be appropriate. In such instances, determining the price at which willing market participants would transact at the measurement date under current market conditions depends on the facts and circumstances and requires use of significant judgment. The fair value is a reasonable point within the range that is most representative of fair value under current market conditions.

In accordance with this guidance, the Company groups its financial assets and financial liabilities generally measured at fair value in three levels:

Level 1 – Observable inputs such as quoted prices in active markets;

Level 2 – Inputs, other than the quoted prices in active markets that are observable either directly or indirectly; and

Level 3 – Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

At December 28, 2014 and December 29, 2013, the Company did not have any financial assets or liabilities to value.

NOTE 11 – SUBSEQUENT EVENTS

On January 30, 2015, the Company, along with other affiliated co-borrowers, entered into a \$300,000 revolving line of credit agreement. Bank advances on the credit line carry an interest rate of 3.25% over the prime rate. The credit line is secured by all personal property held by the affiliated co-borrowers. The line of credit is scheduled to mature on April 30, 2015.

On February 3, 2015, in connection with a financing arrangement entered into by a related entity, the Company, along with other affiliated guarantors, is contingently liable to satisfy the claims of their creditor, a local financial institution, up to a maximum of \$500,000, should this entity be unable to satisfy the financing arrangement. In the event the Company is required to fund amounts pursuant to the above arrangement, the Company may recover the amounts from the affiliated entities, although terms of such recovery may extend over several future periods. The guarantee expires on February 3, 2018.

Management has evaluated subsequent events through the date that the financial statements were available to be issued, March 30, 2015, and determined that there were no other items for disclosure.

EXHIBIT G

NEW ORLEANS BREW, L.L.C. MANUALS – TABLE OF CONTENTS

SECTION	# OF PAGES
Welcome	2
Chapter One: Welcome to PJ's Coffee of New Orleans	14
Our Company	1
History	1
Mission	1
Philosophy	1
General Practices	1
Home Office Support	1
Home Office Contact Information	1
Company Directory	1
Important Phone Numbers	1
Chapter Two: Making Great Beverages and Food	15
Introduction	1
Our Menu and Roasting Facility	1
Menu Categories	1
The Beverage and Food Cycle	9
Ordering	1
Ordering System	1
Preparation of the Order	1
Order Guide	1
Receiving	2
Receiving Process	1
Manager's Role in Receiving	1
Storage	1
The Storage Process	6
Prepping	1
Prep Sheet	1
PJ's Prepping Standards	1
Chapter Three: Exceptional Service	19
Introduction	1
Product Knowledge	1
The First Impression	1
Personal Appearance	1
Greet the Customer	1
Service Standards	1
Service Time Standard	3

Server Banking Service Standards	2
To-Go Service Standards	3
Customer Service Policy	1
Customer Relations	1
Principles of Customer Relations	1
Preventing Customer Complaints	2
Handling Customer Complaints	2
Customer Emergency Procedures	1
Customer Accident or Injury	1
Food-borne Illness or Foreign Object in Food	1
Choking	1
Summary	1
Chapter Four: Foodservice Sanitation	16
Introduction	1
Managing Food Service Sanitation	1
What is Foodservice Sanitation?	1
Importance of Foodservice Sanitation	1
ServSafe® Program	1
Health Inspection Process	1
HACCP-Based Inspections	1
Personnel Sanitation	1
Hand Washing	1
Employee Hygiene	1
Restaurant Safety Plan	1
Leading Causes of Foodborne Illness	1
Flow of Food	1
Receiving	1
Storage	1
Proper Thawing	1
Preparing and Serving Food	1
Cooking	2
Holding Foods	1
Avoid Cross-Contamination	2
Restaurant Sanitation	1
Safe Chemical Handling & Storage	1
Proper Disposal of Waste	1
Proper Pest Control	1
HACCP Program	1
Chapter Five: Restaurant Safety	18
Safety of Personnel	1
Slips and Falls	1
Burns	1

Safe Lifting	1
Wounds and Cut	1
Electric Shocks	1
First Aid	2
Safety of Customers and Visitors	2
Injuries to Customers	1
Fire Safety	1
Fire Prevention	1
Fire Emergency Plan	2
Security and Protection	1
Robberies	1
Key Points of Protection	1
Cash Management and Control	1
Occupational Safety and Health Administration Requirements	1
Hazard Communication Program	1
Material Safety Data Sheets	1
Reporting an Accident to OSHA	1
OSHA Inspection	1
Chapter Six: Restaurant Operations	15
Daily Opening/Closing Procedures	1
Opening Responsibilities	2
Shift Change Responsibilities	1
Closing Responsibilities	2
Facilities Cleanliness	1
Daily and Weekly Sidework	1
Running Duties	1
Manager Opening/Closing Checklist	1
Weekly Cleaning Schedule	1
Table Maintenance	1
Floor Maintenance	1
Cleaning Guidelines	1
Personnel Training	1
Cleaning Supplies	3
Chemical Cleaning Products	1
Corporate Observation Form	1
Equipment	1
Approved Vendor List	1
Emergency Operations Procedures	1
Emergency Closing Policy	1
Crash Kit	1
Chapter Seven: Personnel & Training	57
Introduction	1

Minimizing Turnover	1
Employment Resource	1
Employee Selection	1
Job Descriptions	1
PJ's General Manager	3
PJ's Assistant Manager	3
PJ's Crew Member	3
Recruiting	1
Keys to Effective Recruiting	1
Equal Opportunity Employer	1
At-Will Employment	1
Guidelines for Hiring Non-U.S. Citizens	1
Employee Reference Checks	1
Fair Credit Reporting Act	1
New-Hire Reporting Law (USA)	1
PJ's Employee Application Form	1
The Interview Process	2
PJ's Interview Worksheet	1
Orientation	1
New Employee Package	1
Employee Administration	1
General Team Rules	1
Appearance Standards	2
Uniform Standards	1
Compensation and Benefits	1
Federal Wage and Hour Laws	1
Standby Time	1
Meal and Rest Periods	1
Equal Pay Act	1
Federal Child Labor Laws (USA)	1
Americans with Disabilities Act	1
Service Animals	1
Schedules	1
Absenteeism and Tardiness	1
Overtime	1
Payment Procedures	1
File Retention	1
Employer Posting Requirements	1
Harassment Policy	1
Fraternization Policy	1
Substance Abuse Policy	1
Drug and Alcohol Testing	2

No Solicitation Policy	1
Helpful Resources	1
Company Specific Employee Policies	8
Employee Development and Training	1
The Training Process	1
4 - Step Training Method	1
PJ's's Training Philosophy	1
Guidelines to PJ's's Crew Training	1
Guidelines to PJ's's Management Training	2
Coaching and Feedback	1
Providing Feedback	2
How to Motivate	1
Employee Relations	1
Handling Employee Issues	1
Counseling Employees	1
Employee Meetings	1
Daily Shift Meetings	1
Weekly Management Meetings	1
Bulletin Boards	1
Handling Disciplinary Action & Termination	1
Chapter Eight: Management Operations	18
Responsibilities	1
Management Goals	1
Scheduling	1
Developing the Schedule	1
Distributing the Schedule	1
Shift Planning Chart	2
Managing Labor	1
Effective Scheduling and Labor Costs	1
Calculating Labor Costs	1
Ways to Control Labor Costs	3
Managing Food Costs	1
Food Product Costs and Controls	1
Determining Food Costs	1
Determining Food Cost Percentages	1
How to Control Food Costs	3
Reporting Procedures	1
Period Analysis Report	5
Weekly Management Meeting	1
POS System	1
Cash Management	1
Cash Management System	1

Components of a Cash Management System	1
Threats to Cash Management	3
Restaurant Tipped Employees	1
Background	1
Components of Compensation	1
Minimum Wage	1
Taxation	1
Employees Reporting of Tips	1
Annual Tip Return	1
Chapter Nine: Marketing Your Restaurant	15
Local Store Marketing	1
Getting to Know the Neighborhood	1
Trade Area Survey	4
Competitive Analysis Chart	2
Cross-Promotions Contact Form	2
Potential Groups Contact Form	2
Event Coordination Contact Form	2
Ongoing Marketing Plan	1
Corporate Use of Logo & Materials	1
Appendix of Forms	1

EXHIBIT H

STATE ADMINISTRATORS

CALIFORNIA: California Department of Business Oversight, at any of its offices. 1515 K Street, Suite 200, Sacramento, California 95814-4052, Phone: (916) 445-7205

FLORIDA: Department of Agriculture and Consumer Services, division of Consumer Services, City Centre Building, Suite 7200, 227 N. Bronough Street, Tallahassee, Florida 32301, Phone: (850) 410-3754

HAWAII: Hawaii Department of Commerce and Consumer Affairs, Business Registration Division, 335 Merchant St., Room 203, Honolulu, Hawaii 96813, Phone: (808) 586-2722

ILLINOIS: Illinois Attorney General's Office, 500 South Second Street, Springfield, Illinois 62706, Phone: (312) 814-7882

INDIANA: Indiana Securities Commission, 302 West Washington Street, Indianapolis, Indiana 46204, Phone: (317) 232-6681

MARYLAND: Maryland Division of Securities, Office of the Attorney General, 200 St. Paul Place-20th Floor, Baltimore, Maryland 21202-2020, Phone: (410) 576-6368

MICHIGAN: Michigan Department of Attorney General, Consumer Protection Division, Antitrust and Franchise Unit, 670 Law Building, Lansing, Michigan 48913, Phone: (517) 373-7117

MINNESOTA: Market Assurance Division, Minnesota department of Commerce, 85 7th Place East, Suite 500, St. Paul, Minnesota 55101-2198, Phone: (651) 296-4026

NEW YORK: New York State Department of Law, Bureau of Investor Protection and Securities, 120 Broadway, 23rd Floor, New York, New York 10271, Phone: (212) 416-8236

NORTH CAROLINA: Business Opportunities, Department of the Secretary of State, P.O. Box 29622, Raleigh, North Carolina 27626, Phone: (919) 807-2156

TEXAS: Secretary of State, Statutory document Section, P.O. Box 12887, Austin, Texas 78711, Phone: (512) 475-1769

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

WASHINGTON: State of Washington, Department of Financial Institutions, Securities Division, P.O. Box 9033, Olympia, Washington, 98501-9033 Phone: (360) 902-8760

WISCONSIN: Division of Securities, 345 W. Washington Avenue, 4th Floor, Madison, Wisconsin 53703, Phone: (608) 266-1064

EXHIBIT I

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

As you know, New Orleans Brew, L.L.C. d/b/a PJ's Coffee of New Orleans ("Franchisor", "PJ's", "we", "us" or "our") and you are preparing to enter into a franchise agreement (the "Franchise Agreement") for the establishment and operation of a PJ's franchise (the "Franchised Business"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor, or by employees or authorized representatives of a broker acting on behalf of the Franchisor ("Broker") that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

Any acknowledgement or representations of the franchisee which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor shall they act as a release, estoppels or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

In the event that you are intending to purchase an existing Franchised Business from an existing Franchisee, you may have received information from the transferring Franchisee, who is not an employee or representative of the Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes _____ No _____

2. I had my first face-to-face meeting with a Franchisor representative on _____, 20____.

3. Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

4. Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

5. Have you received and personally reviewed the Franchisor's Disclosure Document, including all attached exhibits, that was provided to you?

Yes _____ No _____

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes _____ No _____

7. Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes _____ No _____

If No, what parts of the Disclosure Document and/or Addendum do you not understand?
(Attach additional pages, if necessary.)

8. Have you discussed the benefits and risks of establishing and operating a Franchised Business with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

9. Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes _____ No _____

10. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Business operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?
- Yes _____ No _____
11. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?
- Yes _____ No _____
12. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business will generate, that is contrary to or different from the information contained in the Disclosure Document?
- Yes _____ No _____
13. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?
- Yes _____ No _____
14. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?
- Yes _____ No _____
15. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or franchise agreement?
- Yes _____ No _____
16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?
- Yes _____ No _____

17. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

18. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? _____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank.

I signed the Franchise Agreement and Addendum (if any) on _____, 20____, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. In addition, by signing this Questionnaire, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including the Broker or any other broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including the Broker or any other broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None".

C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures"). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

- (i) a person or entity listed in the Annex to the Executive Order;
- (ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;
- (iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism;
or
- (iv) owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Sign here if you are taking the franchise as an

INDIVIDUAL

Signature

Print Name_____

Signature

Print Name_____

Signature

Print Name_____

Sign here if you are taking the franchise as a

CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP

Print Name of Legal Entity

By:_____
Signature

Print Name_____

Title_____

EXHIBIT J**FRANCHISEES/LOCATIONS OF STORES****FRANCHISED UNITS – OPEN**

(As of December 31, 2016)

STATE / COUNTRY	FRANCHISEE	ADDRESS	TELEPHONE
AR	EAB Coffee, LLC Attn: Peter Dunn	106 East Main St., Ste. 103 Eldorado, AR 71730	870-875-1409
LA	T & C Coffee, LLC Attn: Charlie Sampey	820 West Oak St Amite, LA 70422	504-392-4280
LA	R & N Red Stick Coffee Company Attn: Stephanie Redmann	100 Lafayette St. Baton Rouge, LA 70801	225-381-0055
LA	L'auberge Du Lac Casino Attn: Sean Malone	LDL Casino Baton Rouge, LA 70820	225-490-7358
LA	SSP America Attn: Robert Cotton	Baton Rouge Regional Airport (Pre- Security) 9430 Jackie Cochran Dr., Baton Rouge, LA 70807	225-354-3448
LA	SSP America Attn: Robert Cotton	Baton Rouge Regional Airport (Post- Security) 9430 Jackie Cochran Dr., Baton Rouge, LA 70807	225-354-3448
LA	T & C Coffee LLC Attn: Charlie Sampey	7614 Hwy 23 Suite F Belle Chase, LA 70037	504-393-0858
LA	S & S Wingery, LLC Attn: Kelly Songy	2015 E. Judge Perez Chalmette, LA 70043	504-279-5307
LA	21 Brew LLC Attn: Paul Ballard	70456 HWY 21, Ste. 1 Covington, LA 70433	985-875-7894
LA	Ballard Pearson LLC Paul Ballard	73015 Hwy 25, Ste. F Covington, LA 70435	985-892-1202
LA	Marketplace Brew LLC Attn: Paul Ballard	70325 Hwy 1077 Ste. A-1 Covington, LA 70433	985-845-8411
LA	Natural Brew, LLC Attn: Teresa Riccobono	1600 N Hwy 190, Ste. 7 Covington, LA 70433	985-871-9236
LA	St. Tammany Parish Hopsital Attn: Lori Foret	St. Tammany Parish Hopsital 1202 S. Tyler St., Covington, LA	985-892-8242
LA	Robins LLC Attn: Tom Lewis	150 Ormond Center Ct. Destrahan, LA 70047	985-764-7573

LA	MMAD Coffee, LLC Attn: Mateusz Dabrowski	402 West Highway 30, Suite A Gonzales, LA 70737	225-644-5955
LA	Compass Group, LLC	Ochsner Medical Center 2500 Belle Chase Hwy., Gretna, LA 70056	504-392-3131
LA	Bean Town, LLC Attn: Donna Miller	Northoaks Hospital 15790 Paul Vega MD, Hammond, LA 70360	985-230-6061
LA	Rachid LLC Attn: Rachid El Bouhamdi	1913 SW Railroad Ave. Hammond, LA 70430	985-549-1620
LA	Bean Town, LLC Attn: Donna Miller	14282 W. University Ave., Ste. A Hammond, LA 70401	985-542-5515
LA	MA Partnership, LLC Attn: Michael Pierce	5359 Mounes St. Harahan, LA 70123	504-731-2905
LA	Jeremy Griffen Attn: Jeremy Griffen	1311 St. Charles St. Houma, LA 70360	985-873-4141
LA	Bean Town, LLC Attn: Donna Miller	224 W. Thomas Hammond, LA 70401	985-345-1533
LA	Bellinaloo Coffee, LLC Attn: Cherie White	1545 Lapalco Blvd, Bldg. E-1A Harvey, LA 70058	504-368-6600
LA	Armstrong Airport Concessions, LLC Attn: Delaware North	New Orleans Airport - Concourse B 900 Airline Dr. Kenner, LA 70062	504-466-2154
LA	Armstrong Airport Concessions, LLC Attn: Delaware North	New Orleans Airport - Concourse C 900 Airline Dr. Kenner, LA 70062	504-463-5550
LA	Compass Group, LLC	Ochsner Medical Center 180 W. Esplanade Ave., Kenner LA 70065	
LA	Armstrong Airport Concessions Attn: Sayed Mekhemar	New Orleans Airport - Concourse D 900 Airline Drive, Kenner, LA 70062	504-463-5500
LA	Coushatta Casino Resourt Attn: Tanya Arabie	Coushatta Casino Resourt 14777 Coushatta Drive, Kinder, LA 70648	337-275-6871
LA	Heathbrou, LLC Attn: Aaron Broussard	3625 Nelson Rd., Suite E Lake Charles, LA 70605	337-429-2561
LA	Robins LLC Attn: Tom Lewis	1808 West Airline Hwy B LaPlace, LA 70068	985-359-7575
LA	Brew Boys LLC Attn: Paul Ballard	1665 Dove Park Rd. Mandeville, LA 70471	985-898-5282
LA	Plan 22 LLC Attn: Eleanor Fisher	4480 Hwy 22 Mandeville, LA 70471	985-624-9015
LA	Diaz II, LLC Attn: Giselle Eastlack	Diaz Convenience Store 4400 Clearview Pkwy., Metairie, LA 70006	504-779-2976

LA	Brew Dat LLC Attn: Paul Ballard	509 Veterans Blvd. Metairie, LA 70005	504-841-0990
LA	Irish Brew, LLC Attn: Brett Pearson	4436 Veterans Blvd., Ste. 8 Metairie, LA 70006	504-883-5516
LA	Metry Brew LLC Attn: Paul Ballard	800 Metairie Rd. Ste. V Metairie, LA 70005	504-828-1460
LA	Nola Brew LLC Attn: Brent Jouandot	2200 David Dr. Metairie, LA	504-883-3883
LA	ML Robert II, LLC Attn: Marc Robert III	Roberts Fresh Market 5016 W. Esplanade Ave., Metairie, LA 70006	504-885-7005
LA	Can Brew, LLC Attn: Brett Pearson	3700 Orleans Ave. New Orleans, LA 70119	504-281.4343
LA	B.E.D. Café, LLC Attn: Thomas Boudreaux	5300 Tchoupitoulas St. New Orleans, LA 70115	504-895-2007
LA	Campus Brew LLC Attn: Paul Ballard	Tulane University 6501 Willow St., New Orleans, LA 70117	504-862-8063
LA	Campus Brew LLC Attn: Paul Ballard	Tulane University 6823 St. Charles Ave., New Orleans, LA 70117	504-865-5705
LA	Clearview Royal Lessee, LLC Attn: John Kline	Royal St. Charles Hotel 135 St. Charles Ave., New Orleans, LA 70130	504-207-8909
LA	T & C Coffee, LLC Attn: Charlie Sampey	4100 General Degaulle Dr. New Orleans, LA 70131	504-392-4280
LA	GRM LLC Attn: Richard Robbins	6600 Franklin Ave., Ste. B-1 New Orleans, LA 70122	504-282-0898
LA	Maple Brew LLC Attn: Paul Ballard	7624 Maple St. New Orleans, LA 70118	504-861-5335
LA	Gumbo Miller, LLC Attn: Aubry Miller	5432 Magazine St. New Orleans, LA 70115	504-895-2202
LA	Saulet Java LLC Attn: Geoff Vitale	1420 Annunciation St. New Orleans, LA 70130	504-586-0573
LA	Sodexo Attn: Phoebe Cook	Tulane University Library 7001 Freret St. New Orleans, LA 70117	504-862-3086
LA	JSSC, LLC Attn: Jacques Fuselier	1515 Poydras St., Ste. 400 New Orleans, LA 70112	504-875-2443
LA	Ochsner Baptist Hospital	Ochsner Baptist Hospital 4429 Clara St., New Orleans, LA 70115	504-894-2701
LA	B&B Canal, LLC Attn: Paul Ballard	622 Canal St. New Orleans, LA	504-561-8552

LA	Magnolia Hospitality, LLC Attn: Corrado Giacona	300 Canal St., Ste. R New Orleans, LA 70130	504-210-0392
LA	Claiborne Fresh Market Attn: Marc Robert III	Roberts Fresh Market 8115 S. Claiborne Ave., New Orleans, LA 70118	504-488-0536
LA	Harrison Fresh Market Attn: Marc Robert III	Roberts Fresh Market 801 Harrison Ave., New Orleans, LA 70124	504-293-1201
LA	M. Robert Enterprises Attn: Marc Robert III	Roberts Fresh Market 153 Robert E. Lee Blvd., New Orleans, LA 70124	504-282-3428
LA	Chartres Brew, LLC Attn: Scott Dusang	630 Chartres St. New Orleans, LA 70116	504-267-4545
LA	Compass Group, LLC	Ochsner Medical Center 1514 Jefferson Hwy., New Orleans, LA 70121	504-842-3000
LA	Jun Da, LLC Attn: Shuai Wang	5555 Canal Blvd. New Orleans, LA 70124	504-309-3398
LA	Aramark Attn: Philip Martin	University Medical Center 2000 Canal St., New Orleans, LA, 70112	504-201-9349
LA	Aramark Attn: Corie Gardener	Touro Medical Center 1401 Foucher St., New Orleans, LA 70115	504-897-7011
LA	Decatur Brew, LLC Roy Bruno	501 Decatur St. New Orleans, LA 70130	504-207-4100
LA	Saterlee Development, LLC Attn: Anthony Saterlee	10158 Jefferson Hwy River Ridge, LA 70123	504-738-7797
LA	Compass Group, LLC	LSUHS Shreveport 1501 Kings Hwy., Shreveport, LA 71103	318-675-4560
LA	East Gause Coffee, LLC Attn: Barry Prendergast	2040 E Gause Blvd, Ste. 1 Slidell, LA 70461	985-649-6270
LA	INAR, LLC Attn: Barry Prendergast	61103 Airport Rd Suite 7 Slidell, LA 70460	985-847-9470
MS	Sahvannah Coffee, LLC Attn: Kendall Henry	2501 14 TH St. Gulfport, MS 39501	228-865-1425
MS	Gulfport Food Systems, LLC Attn: Maria Mena	Gulfport Outlet Mall 10000 Factory Shops Blvd., Ste. FC-10, Gulfport, MS 39053	228-8716020
MS	Praise Properties LLC Attn: Pat Brumfield	1213 Delaware Ave. McComb, MS 39648	601-249-2735
MS	Three Cups of Coffee Attn: Barry Prendergast	117 North Main St., Ste. A Picayune, MS 39466	601-799-4901

MS	TMS Enterprises, LLC Attn: Tanya Surla	Stennis Space Center Building 1100, Room N180B	228-688-1197
SC	Sodexo Attn:	Medical University South Carolina 171 Ashley Avenue, MUSC	
TX	Two Price Triton, LLC Attn: Mike Price	Conroe Regional Medical Center 504 Medical Center Blvd., Conroe, TX 77304	936-538-2233
TX	Bean Me Up NOLA, LLC Attn: Jessica Taylor	2155 Durham Dr, Suite 101 Houston, TX 77007	281-382-5146
VN	TR Group International Pte. Ltd. Attn: Rick Yvanovich	72 70, Le Thanh Ton (Vincom Mall B1) Ho Chi Min City, District 1, Vietnam	84-8-382-6900
VN	TR Group International Pte. Ltd. Attn: Rick Yvanovich	145-147 Nguyen Co Thach, An Loi Dong Ward, District 2, Vietnam	84-8-382-6900

LIST OF FRANCHISEES WHO SIGNED A FRANCHISE AGREEMENT BUT WHO HAVE NOT YET OPENED AN OUTLET

(As of December 31, 2016)

STATE	LOCATION/CITY	NAME OF FRANCHISEE	ADDRESS	PHONE NUMBER
LA	(Outlet Not Yet Opened)	KL & AM Holdings, LLC - Aubry Miller	217 Amelia Street, Gretna, LA 70053	504-234-0282
LA	(Outlet Not Yet Opened)	Where's The Watermelon, LLC - Aubry Miller	217 Amelia Street, Gretna, LA 70053	504-234-0282
LA	(Outlet Not Yet Opened)	Griffin Hospitality, LLC - Jeremy Griffin	200 Aspen Drive, Houma, LA 70360	775-229-1315
LA	(Outlet Not Yet Opened)	Lavigne Plaza, LLC - Milton E. Lavigne, III	2963 Highway 190, Mandeville, LA 70471	985-209-3028
LA	(Outlet Not Yet Opened)	Jun Da, LLC - Shuai (Sean) Wang	4009 Meadowdale Street, Metairie, LA 70002	985-674-1565
TX	(Outlet Not Yet Opened)	One Price Triton, LLC - Mike Price	17826 Shady Arbor Lane, Spring, TX 77379	281-468-6004

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

(As of December 31, 2017)

STATE	FRANCHISEE	LAST KNOWN ADDRESS	LAST KNOWN TELEPHONE
LA	Plan 190, LLC Attn: Paulette Loisel	2963 Highway 190 Mandeville, LA 70471	985-674-1565
LA	Seapack Five, LLC Attn: Jessica Capace	61103 Airport Rd Suite 7 Slidell, LA 70460	504-231-3452

EXHIBIT K

GENERAL RELEASE AGREEMENT

This General Release is entered into this ____ day of _____, 20____ by and between _____ (“Franchisor”) and _____ (“Franchisee”) pursuant to the Franchise Agreement between such parties.

Franchisee hereby acquits, releases, exonerates, covenants not to sue, and forever discharges Franchisor of and from any and all past, present, and future claims, demands, losses, causes of action, damages, costs, rights of reimbursement, loss of earnings, loss of services, and compensation whatsoever, which Franchisee now has or may hereinafter accrue on account of or in any way growing out of the Franchise Agreement or any association, relationship or rights relating thereto or resulting therefrom.

This General Release also applies to, and shall inure to the benefit of, Franchisor’s past, present, and future directors, officers, shareholders, parent companies, agents, servants, employees, insurers, subcontractors, subsidiaries, affiliates, partners, predecessors, successors, assigns, heirs, executors, administrators, attorneys, and all other firms or corporations which any of the former have been, are now or may hereafter be affiliated. This General Release is also binding upon Franchisee’s respective heirs, executors, administrators, successors, assigns, and subrogees.

Franchisee agrees to assume full and sole responsibility for the payment and satisfaction of any and all past, present, and future claims, liens and subrogation rights made or asserted by any third party (including, but not limited to, governmental agencies). Franchisee further agrees to indemnify, protect, defend, and save harmless Franchisor from all claims, liens and subrogation rights made or asserted by any third party. It is Franchisee’s express intent that this General Release completely releases and discharges Franchisor from all liability in connection with or arising out of the Franchise Agreement or any association, relationship or rights relating thereto or resulting therefrom, including, but not limited to, liability to any person, entity, or party for contribution, indemnity, or subrogation.

Franchisee represents and warrants that no other person or entity has, or has had, an interest in any claim Franchisee may have against Franchisor, other than those specifically identified and released herein, and that no other relative(s) of Franchisee is entitled to recovery against Franchisor under any theory of recovery.

IN WITNESS WHEREOF, Franchisee has executed this General Release in the State of _____ as of the ____ day of _____, 20____.

FRANCHISEE(S):

FRANCHISOR:

NEW ORLEANS BREW, LLC

By: _____

By: _____

Date: _____

Name: _____

By: _____

Title: _____

Date: _____

EXHIBIT L

PJ'S CONTINGENT ASSIGNMENT OF LEASE

This Contingent Assignment of Lease ("Agreement") is made and entered into as of the date set forth below by and among the following parties:

LESSOR: _____ LESSEE: _____

FRANCHISOR: New Orleans Brew, L.L.C. d/b/a/
PJ's Coffee of New Orleans (hereinafter "PJ's")
180 New Camellia Boulevard, Suite 100
Covington, LA 70433

RECITALS

WHEREAS, under the terms of the lease agreement entered into or intended to be entered into between Lessor and Lessee, ("Lease Agreement"), Lessor has agreed to lease to Lessee certain premises (the "Premises") and PJ's has accepted the Premises as a suitable location for Lessee's PJ's Unit, subject to the terms and conditions set forth herein, located at the following street address:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, including the acceptance by Franchisor of the Premises as a location for a PJ's Unit, the parties hereby agree as follows:

1. Notices. Lessor agrees to furnish Franchisor with copies of any and all letters and notices to Lessee pertaining to any default by Lessee under the Lease at the same time and in the same manner as any such notice is sent to Lessee. Lessee agrees to furnish Franchisor prompt written notice of any and all amendments, waivers, extensions, renewals or other modifications to the Lease. All notices hereunder shall be mailed or delivered to the addresses set forth above, unless changed from time to time by any party through written notice mailed or delivered to the other parties.

2. Assignment. In the event of termination or expiration of the Franchise Agreement or Lessee's default under the Lease, Lessee shall, at Franchisor's option, assign to Franchisor any and all interest of Lessee in the Lease, including any rights to renew the Lease or to sublease the Premises; and Lessor hereby consents to such assignment, subject to the following conditions:

(a) Franchisor shall notify Lessee and Lessor in writing (the "Election Notice") within thirty-five (35) days after termination or expiration of the Franchise Agreement, or Franchisor's receipt of any notice of default by Lessee under the Lease, if Franchisor elects to accept assignment of the Lease. Upon receipt of an Election Notice by Lessee and Lessor, Franchisor shall have the right as between Lessee and Franchisor to the Premises. Upon receipt of an Election Notice by Lessee from Franchisor, Lessee hereby grants, assigns, transfers and sets over to Franchisor all rights, title and interest in and to the Lease Agreement and the Premises leased thereunder and hereby abandons any existing leasehold

improvements. Franchisor failure to accept assignment of the Lease upon any default of Lessee under the Lease which has been subsequently cured by Lessee shall not be deemed a waiver of Franchisor's future right to accept such assignment in the event of any future default of Lessee;

(b) Lessee agrees to take any and all actions necessary under the Lease Agreement to effectuate assignment of the Lease Agreement to Franchisor;

(c) Lessor agrees to the assignment of the Lease Agreement from Lessee to Franchisor upon Lessor's receipt of an Election Notice and agrees to take any and all present and/or future action reasonably necessary to assist Franchisor, when and as requested, in effecting the assignment of the lease to PJ's; provided, however, that Lessor shall not be required to bear any expense thereof;

(d) If Franchisor elects to accept assignment of the Lease, Franchisor shall take possession of the Premises as soon as reasonably possible, but no later than thirty (30) days after receipt of the Election Notice by Lessor, and Franchisor shall commence payment of rent and other customary and reasonable charges under the Lease as of the date of receipt of the Election Notice by Lessor;

(e) If Franchisor elects to accept assignment of the Lease, it shall commence payment of rent and any other charges due under the Lease retroactive to date of the giving of election notice. If, at the time Landlord receives the election notice hereunder, there are any past due rents or other charges under the Lease, Franchisor shall only be obliged to pay to Landlord the sum of one (1) month's rent and other charges in order to accept assignment of the Lease. Upon accepting same, Landlord shall be estopped and precluded from holding Franchisor responsible for any past defaults of Tenant under the lease that predate Landlord's receipt of the election notice pursuant to this contingent assignment.

(f) Nothing herein shall affect Lessor's right to require Lessee to remain liable as a guarantor for the remaining term of the Lease, to recover from Lessee any and all amounts due under the Lease or to exercise any rights of Lessor against Lessee as provided under the Lease.

3. Assignment to Third Party. At any time after receipt of the Election Notice by Lessor, Franchisor may request to assign its lease, or sublease the Premises, to a third party franchisee of Franchisor for the purpose of continuing to operate the PJ's Unit at the Premises. Lessor agrees not to unreasonably withhold its consent to any such assignment or sublease and any such request shall be in accordance with the terms of the lease relating to assignment/sublease.

4. Entry by Franchisor. Lessee acknowledges that Lessee has agreed under the Franchise Agreement that Franchisor and its employees or agents shall have the right to enter the PJ's Unit operated by Lessee at the Premises at any reasonable time for the purpose of conducting inspections, protecting Franchisor proprietary marks, and correcting deficiencies of Lessee. Lessor and Lessee hereby agree not to interfere with or prevent such entry by Franchisor, its employees or agents.

5. De-Identification. Lessee acknowledges that in the event the Franchise Agreement expires or is terminated, Lessee is obligated under the Franchise Agreement to take certain steps to de-identify the location as a PJ's Unit operated by Lessee. Lessor agrees to cooperate with Franchisor in allowing Franchisor to de-identify the Premises, including allowing Franchisor, its employees and agents to enter and remove signs, decor and materials bearing or displaying any marks, designs or logos of PJ's; provided, however, that Lessor shall not be required to bear any expense thereof. Lessee agrees that if Lessee fails to de-identify the Premises promptly upon termination or expiration as required under the Franchise Agreement, PJ's may cause all required de-identification to be completed at Lessee's expense.

6. General Provisions.

(a) This Agreement shall run with the land and be binding upon the parties hereto and their successors, assigns, heirs, executors, and administrators. The rights and obligations herein contained shall continue notwithstanding changes in the persons or entities that may hold any leasehold or ownership in the land or building. Any party hereto may record this agreement or a memorandum hereof.

(b) Any party hereto may seek equitable relief, including without limitation injunctive relief or specific performance, for actual or threatened violation or non-performance of this Agreement by any other party. Such remedies shall be in addition to all other rights provided for under law or other agreements between any of the parties. The prevailing party in any action shall be entitled to recover its legal fees together with court costs and expenses of litigation.

(c) This Agreement is directed to a specific Lease Agreement set forth herein but the Lessee, Lessor and Franchisor agree that this Agreement is applicable to any extensions, renewals or other options of Lessee with respect to the Lease Agreement and the Premises, as well as being applicable to any subsequent lease agreements between Lessee and Lessor concerning the PJ's Unit with respect to the Premises.

(d) Nothing contained in this Agreement shall affect any term or condition in the Franchise Agreement between Lessee and Franchisor. Nothing herein shall be deemed to constitute a guaranty or endorsement by Franchisor of the terms and conditions of the Lease between Lessor and Lessee. In the event that Franchisor, in its sole discretion, determines not to accept assignment of the Lease as permitted hereunder, neither Lessor nor Lessee shall have any claims against Franchisor. No terms or conditions contained in the Lease shall be binding on Franchisor unless and until it elects to accept assignment of the Lease hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20____.

WITNESSES:

LESSOR:

BY: _____
Print Name: _____
Date: _____

LESSEE:

BY: _____
Print Name: _____
Date: _____

**FRANCHISOR: New Orleans Brew, L.L.C.
d/b/a PJ's Coffee of New Orleans**

BY: _____
Print Name: _____
Date: _____

EXHIBIT M

**NEW ORLEANS BREW, LLC
FRANCHISE DISCLOSURE DOCUMENT**

STATE SPECIFIC ADDENDA

**NEW ORLEANS BREW, LLC
AMENDMENT TO FRANCHISE AGREEMENT AND
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF CALIFORNIA**

**NEW ORLEANS BREW, LLC
FRANCHISE DISCLOSURE DOCUMENT (“FDD”)
CONTAINS INFORMATION REQUIRED BY BOTH THE FEDERAL TRADE
COMMISSION AND THE STATE OF CALIFORNIA.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION
REQUIRED EXCLUSIVELY BY THE STATE OF CALIFORNIA
AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.**

**THE INFORMATION CONTAINED HEREIN MUST BE
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NEW ORLEANS BREW, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF CALIFORNIA

Table of Contents

1. ADDENDUM TO NEW ORLEANS BREW, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF CALIFORNIA

**ADDENDUM TO NEW ORLEANS BREW, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF CALIFORNIA**

In recognition of the requirements of the California Franchise Investment Law, Cal. Corporations Code Sections 31000 et seq. the Franchise Disclosure Document for NEW ORLEANS BREW, LLC for use in the State of California shall be amended as follows:

Item 3 of the FDD is supplemented to include the following:

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

Item 17 of the FDD shall be supplemented to include the following:

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

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

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

The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages are unenforceable.

The franchise agreement requires binding arbitration. The arbitration will occur at American Arbitration Association's office in New Orleans, Louisiana, with each party bearing its own costs (including, but not limited to, attorney's fees, expert witness fees, and other costs incurred in connection with arbitration).

The franchise agreement requires application of the laws of Louisiana. This provision may not be enforceable under California law.

Section 31125 of the California Corporation Code requires the franchisor to give the franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to a solicitation of a proposed material modification of an existing franchise.

You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

Our website has not been reviewed or approved by the California Department of Business Oversight. Any complaints concerning the content of this website may be directed to the California Department of Business oversight at www.dbo.ca.gov.

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

**NEW ORLEANS BREW, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF HAWAII**

**NEW ORLEANS BREW, LLC
FRANCHISE DISCLOSURE DOCUMENT (“FDD”)
CONTAINS INFORMATION REQUIRED BY BOTH THE FEDERAL TRADE
COMMISSION AND THE STATE OF HAWAII.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION
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NEW ORLEANS BREW, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF HAWAII

Table of Contents

1. ADMENDMENT TO NEW ORLEANS BREW, LLC FRANCHISE AGREEMENT REQUIRED BY THE STATE OF HAWAII
2. ADDENDUM TO NEW ORLEANS BREW, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF HAWAII

**ADMENDMENT TO
NEW ORLEANS BREW, LLC FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF HAWAII**

The State of Hawaii requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement and the PJ's Coffee Unity has opened. Upon opening for business you must submit the initial franchise fee to New Orleans Brew, LLC.

The Franchisor will comply with Hawaii Franchise Investment Law and exclude claims arising from a provision in the Franchise Agreement requiring a general release as a condition of a renewal or transfer fee. Non-renewals and terminations provisions are only applicable if they are not inconsistent with the Hawaii Franchise Investment Law.

Dated this _____ day of _____, 20____.

Franchisor: New Orleans Brew, LLC

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

Franchisee:

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

**ADDENDUM TO NEW ORLEANS BREW, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF HAWAII**

For franchises and franchisees subject to the Hawaii Franchise Disclosure Law the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the New Orleans Brew, LLC Franchise Disclosure Document.

Item 5 and Item 7 of the disclosure document are amended to include the following disclosure:

The State of Hawaii requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement and the PJ's Coffee Unit has opened.

**NEW ORLEANS BREW , LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF ILLINOIS**

**NEW ORLEANS BREW, LLC
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NEW ORLEANS BREW, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF ILLINOIS

Table of Contents

1. ADDENDUM TO NEW ORLEANS BREW, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF ILLINOIS

**ADDENDUM TO NEW ORLEANS BREW, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF ILLINOIS**

For franchises and franchisees subject to the Illinois Franchise Disclosure Act of 1987 and the Illinois General Rules and Regulations under the Franchise Disclosure Act, the following information supersedes and supplements, as the case may be, the corresponding disclosures in the main body of the text of the New Orleans Brew, LLC Illinois Franchise Disclosure Document.

The State Cover Page and/or Items 5 and 7 shall be supplemented to include the following disclosure:

Any provision of the Franchise Agreement which designates jurisdiction or venue outside of Franchisee's state is void with respect to any cause of action which otherwise is enforceable in Franchisee's state, provided that a Franchise Agreement may provide for arbitration outside Franchisee's state.

The conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Illinois law, 815 ILCS 7051-44.

The Franchise Agreement provides that Louisiana law applies. However, the foregoing choice of law should not be considered a waiver of any right conferred upon you by the provisions of the Illinois Franchise Disclosure Act of 1987 and the Rules and Regulations under the Act with respect to the offer and sale of a franchise and the franchise relationship. As required under Illinois law, the laws of the State of Illinois will govern.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void." To the extent that any provision in the Franchise Agreement is inconsistent with Illinois law, Illinois law will control.

**NEW ORLEANS BREW , LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF INDIANA**

**NEW ORLEANS BREW, LLC
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NEW ORLEANS BREW, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF INDIANA

Table of Contents

1. ADDENDUM TO NEW ORLEANS BREW, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF INDIANA

**ADDENDUM TO NEW ORLEANS BREW, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF INDIANA**

For franchises and franchisees subject to the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the New Orleans Brew, LLC Franchise Disclosure Document (“FDD”).

Item 8. Item 8 of the FDD is amended to include the following disclosure:

The Indiana Deceptive Franchise Practices Law Ind. Code §23-2-2.7-1(4) prohibits provisions in a franchise agreement subject to Indiana Law which allow the franchisor to obtain money, goods, services, or any other benefit from any other with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee. To the extent that any provision of the Franchise Agreement conflicts with Indiana Law, Indiana Law will control.

The Indiana Deceptive Franchise Practices Law (“Law”), Ind. Code §23-2-2.7-2(6) makes it unlawful for any franchisor to obtain money, goods, services, or any other benefit for any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee. To the extent that any of New Orleans Brew, LLC’s business practices conflicts with Indiana Law, Indiana Law will control.

Item 12. Item 12 of the disclosure document is amended to include the following disclosure:

Ind. Code §23-2-2.7-1(2) prohibits any provision in the Agreement which allows New Orleans Brew, LLC to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchised business within the exclusive territory. Ind. Code §23-2-2.7-2(4) prohibits any franchisor who has entered into any franchise agreement with a franchisee who is either a resident of Indiana or a nonresident operating a franchise in Indiana from establishing a franchisor-owned outlet engaged in a substantially identical business to that of the franchised business within the territory. To the extent that any provision of the Franchise Agreement or New Orleans Brew, LLC’s business practices conflict with Indiana law, Indiana law will control.

Item 17. Item 17 of the disclosure document is amended to include the following disclosure:

Indiana prohibits the franchisor from requiring its franchisees to prospectively assent to a release, assignment, novation, waiver, or estoppels which purports to relieve any person from liability.

To the extent that you are required to execute a release in favor of New Orleans Brew LLC, such release shall exclude liabilities arising under the Indiana Deceptive Franchise Practices Law, Ind. Code §23-2-2.7-1.

Ind. Code §23-2-2.7-2(3) makes it unlawful for a franchisor to deny the surviving spouse, heirs, or estate of a deceased franchisee the opportunity to participate in ownership of the franchise under a valid franchise agreement for a reasonable time after the death of the franchisee, provided that the surviving spouse, heirs or estate maintains all standards and obligations of the franchise. To the extent that the Franchise Agreement requires a surviving spouse, heirs, or an

estate representative to assume liability under the Franchise Agreement and to complete training, the Franchise Agreement has been amended in accordance with Indiana law to provide that all such conditions must be met within 6 months of the franchisee's date of death.

Ind. Code §23-2-2.7-1(10) prohibits any provision in the Agreement which limits litigation brought for breach of the Franchise Agreement in any manner whatsoever. To the extent that any provision of the Franchise Agreement conflicts with Indiana law, Indiana law will control.

The choice of law provision contained in the Franchise Agreement should not be considered a waiver of any right conferred upon you by the provisions of the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices law with respect to the offer and sale of a franchise and the franchise relationship. Notwithstanding anything in this Agreement to the contrary, the Franchise Agreement shall be governed by the Indiana Franchise Disclosure Law Ind. Code §23-2-2.5 and the Indiana Deceptive Franchise Practices Law Ind. Code §23-2-2.7.

Indiana franchisees are allowed access to Indiana courts. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of Indiana with respect to any matter governed by the Indiana Deceptive Franchise Practices Law and Indiana Franchise Disclosure Law is void.

The post term covenant not to compete is limited to your non-exclusive area under the Franchise Agreement pursuant to Ind. Code §23-2-2.7-1(9).

**NEW OREANS BREW, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF MARYLAND**

**NEW OREANS BREW, LLC
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NEW OREANS BREW, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND

Table of Contents

1. ADDENDUM TO NEW OREANS BREW, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND

**ADDENDUM TO NEW ORLEANS BREW, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND**

For franchises and franchisees subject to the Maryland Franchise Registration and Disclosure Law, the following information replaces or supplements, as the case maybe the corresponding disclosures in the main body of the text of the New Orleans Brew, LLC Franchise Disclosure Document:

Item 17.

The Summary of the “Cause” Defined—Non Curable Defaults (provision (h.)) is amended to provide that provisions allowing termination on bankruptcy may not be enforceable under Title 11, United States Code Section 101 *et seq.*

Pursuant to Code of Maryland Regulations Section 02.02.08.16L, any general release required of the franchisee as a condition of renewal, sale, assignment and/or transfer shall not apply to any release from liability under the Maryland Franchise Registration and Disclosure Law. Accordingly, the Summary of the Requirements for Franchisee to Renew or Extent and Conditions for Franchisor Approval of Transfer (provisions (c.) and (m.), respectively) is amended to provide that a general release required of the franchisee as a condition of renewal, sale, assignment and/or transfer shall not apply to any release from liability under the Maryland Franchise Registration and Disclosure Law.

Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law requires the franchisor to file an irrevocable consent to be sued in Maryland. Accordingly, the Summary of the Choice of Forum (provision (v.)) is amended to provide that you may file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction within the State of Maryland.

Section 14-227 of the Maryland Franchise Registration and Disclosure Law provides that any action brought under the Maryland Franchise Registration and Disclosure Law must be brought within three after the grant of the franchise. Accordingly, the Summary of Choice of Law (provision (v.)) is amended to provide that any action brought under the Maryland Franchise Registration and Disclosure Law must be brought within three after the grant of the franchise.

**NEW ORLEANS BREW, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
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REQUIRED BY THE STATE OF MICHIGAN**

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NEW ORLEANS BREW, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MICHIGAN

Table of Contents

1. NOTICE REQUIRED BY THE STATE OF MICHIGAN

MICHIGAN DISCLOSURE NOTICE PURSUANT TO MCL 445.1508

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

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

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

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

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

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 Michigan Department of the Attorney General, P.O. Box 30213, Lansing, MI, 48909, (517) 373-1140.

**NEW ORLEANS BREW, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF MINNESOTA**

**NEW ORLEANS BREW, LLC
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NEW ORLEANS BREW, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA

Table of Contents

1. ADDENDUM TO NEW ORLEANS BREW, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA

**ADDENDUM TO NEW ORLEANS BREW, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA**

For franchises and franchisees subject to the Minnesota Franchise Act, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the New Orleans Brew, LLC Franchise Disclosure Document.

Item 13

New Orleans Brew, LLC will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or will indemnify you from any loss, costs or expense arising out of any claim, suit or demand regarding the use of the name.

Item 17

With respect to franchises governed by Minnesota law, New Orleans Brew, LLC will comply with Minnesota Statute Section 80C.14, Subd. 3 – 5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (within 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 provides that any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of Minnesota or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance or which has the effect of waiving compliance with any provision of Sections 80C.01 to 80C.22 of the Minnesota Franchises Act, or any rule or order thereunder, is void.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit New Orleans Brew, LLC from requiring litigation to be conducted outside of Minnesota, requiring waiver of jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

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

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

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

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

**NEW ORLEANS BREW, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF NEW YORK**

**NEW ORLEANS BREW, LLC
FRANCHISE DISCLOSURE DOCUMENT (“FDD”)
CONTAINS INFORMATION REQUIRED BY BOTH THE FEDERAL TRADE
COMMISSION AND THE STATE OF NEW YORK.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION
REQUIRED EXCLUSIVELY BY THE STATE OF NEW YORK
AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.**

**THE INFORMATION CONTAINED HEREIN MUST BE
REVIEWED IN CONJUNCTION WITH THE FDD**

NEW ORLEANS BREW, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK

TABLE OF CONTENTS

1. STATEMENT REQUIRED BY THE STATE OF NEW YORK
2. ADDENDUM TO NEW ORLEANS BREW, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK

STATEMENT REQUIRED BY THE STATE OF NEW YORK

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

**ADDENDUM TO
NEW ORLEANS BREW, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, Section 68O through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 200.16 the Franchise Disclosure Document for New Orleans Brew, LLC for use in the State of New York shall be amended as follows:

1. Item 3 shall be supplemented by the following:

Neither we, our predecessor, nor any person identified in Item 2 or an affiliate offering franchises under our principal trademark has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.

Neither we, our predecessor, nor any person identified in Item 2 or an affiliate offering franchises under our principal trademark has been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded *nolo contendere* to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

Neither we, our predecessor, any person identified in Item 2 or an affiliate offering franchises under our principal trademark is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

2. Item 5 shall be supplemented by the following:

All franchisee fees are applied to the franchisor's general operating fund. All obligations of franchisor, whether to franchisees or otherwise, are paid out of this fund.

3. Item 4 shall be supplemented by the following:

Except as set forth herein, neither we nor our affiliate, any predecessor, current officers or general partner has: (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after our officer or general partner held this position in the company or partnership.

4. Paragraph “j” under the section labeled “Assignment of contract by franchisor” in Item 17 shall be supplemented by the following provision:

However, no assignment shall be made except to an assignee who, in our good faith judgment, is willing and able to assume your obligations under the Franchise Agreement.

5. Paragraph “m” under the section labeled “Conditions for franchisor approval of transfer” in Item 17 shall be supplemented as follows with respect to your execution of a general release:

Provided, however, that all rights you enjoy and any causes of action which arise in its favor from the provisions of Article 33 of the General Business Law of the State of new York and the regulations issued thereunder remain in force; it being the intent of this proviso that the nonwaiver provisions of the GBL Sections 687.4 and 687.5 be satisfied.

EXHIBIT N

RECEIPT

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

If New Orleans Brew, LLC d/b/a PJ's Coffee of New Orleans offers you a franchise, New Orleans Brew, LLC d/b/a PJ's Coffee of New Orleans must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement or make payment with the franchisor or an affiliate in connection with the proposed franchise sale.

However, certain state laws require New Orleans Brew, LLC d/b/a PJ's Coffee of New Orleans to provide this Disclosure Document to you at the first personal meeting held to discuss the franchise sale or at least 10 business 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 Franchisor 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 appropriate state agency identified in Exhibit H.

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

Ryan Stansbury, 180 New Camellia Blvd., Suite 100, Covington, LA 70433, (985) 792-5899
John Scott Ballard, 180 New Camellia Blvd., Suite 100, Covington, LA 70433, (985) 792-5776
Steven Ballard, 180 New Camellia Blvd., Suite 100, Covington, LA 70433, (985) 792-5776
Paul Ballard, 180 New Camellia Blvd., Suite 100, Covington, LA 70433, (985) 792-5776
Peter Boylan III, 180 New Camellia Blvd., Suite 100, Covington, LA 70433, (985) 792-5776
David Mesa Jr., 180 New Camellia Blvd., Suite 100, Covington, LA 70433, (985) 792-5776

The issuance date of this Franchise Disclosure Document is April 1, 2017.

We authorize the respective agents identified in Exhibit E to receive service of process for us in the particular states.

I received a Disclosure Document from New Orleans Brew, LLC d/b/a PJ's Coffee of New Orleans dated April 1, 2017, that included the following Exhibits:

- A. Franchise Agreement
- B. Confidentiality and Nondisclosure Agreement
- C. Guaranty Agreement
- D. Direct Debit Authorization Form
- E. Agents for Service of Process
- F. Financial Statements
- G. Manuals– Table of Contents
- H. State Administrators
- I. Franchise Disclosure Acknowledgment Statement
- J. List of Existing Franchisees and Franchisees How Have Left the System
- K. General Release

- L. Contingent Assignment of Lease
- M. State Specific Addenda
- N. Receipts

Dated: _____

PROSPECTIVE FRANCHISEE:

If a corporation or LLC:

If an individual:

(Name of corporation or LLC)

(Signature)

By: _____

(Print Name)

Its _____
(Title)

(Signature)

(Print Name)

(Print Name)

(Signature)

(Print Name)

Address of corporation, LLC, or individual(s): _____

You may return the signed receipt either by signing, dating, and mailing it to New Orleans Brew, L.L.C. d/b/a PJ's Coffee of New Orleans at 180 New Camellia Blvd, Suite 100, Covington, LA 70433, or by faxing a copy of the signed and dated receipt to New Orleans Brew, L.L.C. d/b/a PJ's Coffee of New Orleans at (985) 792-1201.

YOUR COPY- RETAIN FOR YOUR FILES

RECEIPT

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- K. General Release
- L. Contingent Assignment of Lease
- M. State Specific Addenda
- N. Receipts

Dated: _____

PROSPECTIVE FRANCHISEE:

If a corporation or LLC:

If an individual:

(Name of corporation or LLC)

(Signature)

By: _____

(Print Name)

Its _____
(Title)

(Signature)

(Print Name)

(Print Name)

(Signature)

(Print Name)

Address of corporation, LLC, or individual(s): _____

You may return the signed receipt either by signing, dating, and mailing it to New Orleans Brew, L.L.C. d/b/a PJ's Coffee of New Orleans at 180 New Camellia Blvd, Suite 100, Covington, LA 70433, or by faxing a copy of the signed and dated receipt to New Orleans Brew, L.L.C. d/b/a PJ's Coffee of New Orleans at (985) 792-1201.

**FRANCHISOR COPY -
PLEASE RETURN TO FRANCHISOR**