FRANCHISE DISCLOSURE DOCUMENT

ROBEKS FRANCHISE CORPORATION
A California Corporation
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The franchise offered is for the operation of a ROBEKS® store which will feature nutritious food offerings including freshly prepared juices, smoothies, and other food and non-food items.

The total investment necessary to begin operation of a ROBEKS® store is $325,390 to $505,742. This includes $30,000 that must be paid to us or our affiliates. The total investment necessary to begin operation under an Area Development Agreement ranges from $345,390 (for the development of three stores) to $595,742 (for the development of ten stores), which amounts include the initial investment for your first Store ($315,390 - $495,742). This includes $50,000 (for the development of three stores) to $120,000 (for the development of ten stores) that must be paid to us or our affiliates in connection with the Area Development Agreement and your first Store.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Robeks Franchising Department at the above listed address and phone number.

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

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

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

Issuance Date: April 19, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit G includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only ROBEKS® business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a ROBEKS® franchisee?	Item 20 or Exhibit H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement and the area development agreement require you to resolve disputes with the franchisor by mediation and/or arbitration only in California and in some instances by litigation either in California or in the state where your Robeks store is located. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in California than in your own state.

2. **Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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

NOTICE REQUIRED
BY
STATE OF MICHIGAN

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

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel that 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 that 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 that 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 Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373 7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, "Company," "we," "us" and "our" refer to Robeks Franchise Corporation. "You" means the person who buys the franchise and includes your owners if you are a corporation or other business entity.

The Franchisor; the Parent; Agents for Service of Process

We are a California corporation incorporated on June 15, 2000, as a wholly owned subsidiary of Robeks Corporation. Our principal business address is 5220 Pacific Concourse Drive, Suite 395, Los Angeles, CA 90045; (310) 727-0500; www.robeks.com. We do business under the name "ROBEKS." We have no predecessors. We have been selling ROBEKS® store franchises since January 2001.

Our parent company, Robeks Corporation (our "Parent"), a California corporation, was formed on January 10, 1996, and shares the same principal business address as our company. Our Parent developed, owned and operated 30 ROBEKS® stores over the first 5 years of its history in order to develop the ROBEKS® brand, operating system, product lines and store development specifications and criteria. Following the development of the franchise program, our Parent sold all of these ROBEKS® stores to franchisees so that we and our affiliates could primarily focus on franchise support. As of December 31, 2023, our Parent did not own or operate any ROBEKS® stores.

From January 2002 until December 2006 and from December 2011 until 2013 we offered ROBEKS® area representative rights to Regional Directors. We no longer offer Regional Director rights. As of the date of this Disclosure Document, we have one remaining Regional Director (Valley Smoothies, Inc., owned by our President, David Rawnsley; see also Item 2), who has rights to certain areas in Los Angeles and Ventura counties in California. If your Store is located in the Regional Director's territory, you may be serviced by the Regional Director or us.

As of December 31, 2023, there were 100 ROBEKS® franchised stores open in the U.S. As of December 31, 2023, we did not own or operate any ROBEKS® stores, but our affiliate, Robeks Operations Corp., which has the same principal office address as our principal office address, operated two ROBEKS® stores, one in Hawthorne, CA, which it acquired from a franchisee in 2020 and one in Mira Mesa, CA which it acquired from a franchisee in 2023.

From time to time we may enter into a license agreement with a third-party for the operation of a Robeks® store in a Non-Traditional Venue (i.e., a hospital or medical center, airport, public or private school, university or college campus, train or bus station, convention center, exhibition hall, amusement park, fairground, sports arena, military base, state or national park, hotel, lodge, country club, social club, resort, casino, theater or ghost kitchen). We do not offer franchises for Non-Traditional Venues under this Franchise Disclosure Document. Neither we nor our affiliates have offered franchises in any other line of business. Our affiliates do not provide goods or services to our franchisees.

Exhibit A lists our agents for service of process.

The ROBEKS® Franchise

The ROBEKS® concept was created to capitalize on the growing demand for nutritious foods including blended fruit smoothies and freshly squeezed juices, healthy foods, and nutritional supplements resulting from heightened consumer focus on the nutritional value of foods they eat. Consumers

increasingly want healthy and portable alternatives to traditional "fast food" options. Blended-to-order fruit smoothies, freshly squeezed juices, and a complimentary line of nutritious foods satisfy that niche.

ROBEKS® stores (each a "Store" or a "ROBEKS® store") feature freshly prepared juices and blended-to-order fruit smoothies made from freshly-squeezed and concentrated fruit juices, fresh and frozen fruits, and frozen dairy ingredients, all according to our recipes. ROBEKS® stores also feature ROBEKS® Premium Nutritional Boosts, a proprietary line of premium nutritional supplements, which customers may add to their blended-to-order smoothies, as well as purchase in packaged form for at-home consumption. Our menu promotes our smoothie recipes that feature one or more ROBEKS® Premium Nutritional Boosts designed to help achieve specific nutritional objectives (like fat burning, muscle building, memory enhancement, and improved immune response), or specific dietary goals (like fiber and daily essential vitamins and minerals intakes). ROBEKS® stores also offer a broad selection of food products that are consistent with our overall retail focus on healthy lifestyle products. To distinguish ROBEKS® stores from other smoothie/juice bars, our store design is upscale and contemporary, with high-quality finishes and an energetic, upbeat environment. Our store image reinforces our commitment to premium, natural food products for a discriminating clientele.

You will be required to operate your ROBEKS® store under the name ROBEKS® and other marks as we designate (the "Marks"). You will enter into a Franchise Agreement with us (attached as Exhibit B), which requires you to operate your ROBEKS® store under the ROBEKS® system ("System"). The System is characterized by the business methods and standards for food handling, preparation, presentation and storage; operating procedures; display and merchandising; marketing and advertising; and customer service, all of which we may change. While the Franchise Agreement is a contract between you and us, we may delegate the performance of our duties to the existing Regional Director if your store is located in the Regional Director's territory.

Area Development Agreement.

If qualified, you may enter into an Area Development Agreement ("ADA") for the development of a prescribed number of ROBEKS® stores (typically, for a minimum of three stores, although under certain circumstances, based on the population and market potential of the area, we may grant an ADA for the development of two stores) in a designated geographic area called the "Territory." Under this arrangement, you must develop a specified number of ROBEKS® stores in the Territory within a given period of time, depending upon the population of the area, its market potential and other factors described in Item 12. For each Store you open under the ADA, you must sign a separate Franchise Agreement, which will be the then-current form of Franchise Agreement, which Franchise Agreement may differ from the current form of Franchise Agreement included with this Franchise Disclosure Document.

The Market and Competition.

ROBEKS® stores serve the general public. We believe the market for nutritionally-oriented fruit smoothies, freshly squeezed juices, health-oriented foods and nutritional supplements in a quick service environment is viable, competitive, and developing. ROBEKS® stores operate year-round, although in seasonal climates sales may fluctuate during the year, with stronger sales during warmer weather months. Your competitors will include other restaurants, juice bars and businesses selling health food products, smoothies, juice, frozen yogurt and products similar to those that ROBEKS® stores sell, as well as other food service businesses, including grocery stores.

Specialized Industry Laws.

Your ROBEKS® store is subject to laws and regulations affecting businesses generally. These laws include tax regulations, labor laws, business licensing requirements, and laws relating to site selection and building construction, such as the Americans With Disabilities Act, and laws regulating the storage, preparation, labeling, and sale of food to the public (for example, CA AB 1228 regulates certain employment matters, including minimum hourly wages for non-exempt fast-food restaurant employees in California). Laws affecting businesses generally also include restrictions against smoking in public places, the public posting of notices regarding health hazards, fire safety and general emergency preparedness laws, rules regarding the proper use, storage and disposal of waste, insecticides and other hazardous materials, and standards regarding employee health and safety. As a food service business, you will be subject to laws setting sanitation standards and forbidding false or misleading nutritional claims and other types of false advertising, and may be subject to special requirements pertaining to the use of equipment involved in the preparation of frozen, blended, juice extraction, heated, and other types of food products. Current law regards our line of ROBEKS® Premium Nutritional Boosts line as dietary supplements. The Federal Food & Drug Administration classifies dietary supplements as a food and restricts sellers from making claims of any kind about the health benefits of the supplements.

Except as we describe, we are not aware of any industry specific regulations applicable to the sale of health food products, smoothies, juice, frozen yogurt, and products similar to those that ROBEKS® stores sell. You should investigate all general laws in evaluating the franchise. It is your responsibility to obtain and keep in force all necessary permits required by public authorities and to comply with all applicable laws. You are also responsible for complying with payment card industry (PCI) data security standards.

ITEM 2

BUSINESS EXPERIENCE

David G. Rawnsley - President and Chief Financial Officer

Mr. Rawnsley has served as Chief Financial Officer since December 2014 and assumed the role of President and CFO in October 2015. He has owned Valley Smoothies, Inc., a Robeks Regional Director and Franchisee in Los Angeles, California since November 2004.

Todd Peterson – Executive Vice President and Chief Development Officer

Mr. Peterson has been our Executive Vice President and Chief Development Officer since April 2022. From January 2019 until April 2022, Mr. Peterson was the Vice President of Franchise Development for Wingstop Franchising LLC in Addison, Texas.

James R. Bolden – Vice President of Real Estate

Mr. Bolden has been our Vice President of Real Estate since January 2019. Mr. Bolden also has served as our Senior Director of Real Estate since April 2015. From October 2015 until December 2018, Mr. Bolden was our Vice President of Business Development.

Mike Pisani – Vice President of Operations

Mr. Pisani has been our Vice President of Operations since November 2021. From July 2008 until November 2021, Mr. Pisani served as a Business Consultant for International Dairy Queen in Minneapolis, Minnesota.

Dawn Eriksen-Foy – Vice President of Franchise Sales

Ms. Eriksen-Foy has served as Vice President of Franchise Sales since February 2024. From May of 2022 to February 2024 she was Director of Franchise Sales at Bonchon, in Dallas, Texas. Prior to that she was the Franchise Sales Manager at Wingstop from October of 2018 to April of 2022 in Addison, Texas.

Kevin Jackson – Vice President of Construction

Mr. Jackson has served as our Vice President of Construction since November 2021. From January 2019 until November 2021, he served as our Vice President of Operations and Construction. From July 2017 until December 2018, Mr. Jackson was our Senior Director of Operations. From January 2003 until January 2023, Mr. Jackson also owned and was the president and CEO of WKJ Enterprises, Inc., a Robeks Regional Director in Phoenix, Arizona until January 2023.

Mitchell Baker – Vice President of Marketing

Mr. Baker has served as our Vice President of Marketing since February 2019.

Dan Richmond – Vice President of Supply Chain

Mr. Richmond has served as our Vice President of Supply Chain since April 2020. He previously served as our Supply Chain Consultant from July 2017 until March 2020. From July 2017 until March 2020, Mr. Richmond was also a Vice President of Operations for DeSantis Restaurant Concepts in Villa Park, California. From July 2012 to July 2017, he served as our Vice President and Chief of Operations.

John Schattinger – Vice President of Technology

Mr. Schattinger has served as Vice President of Technology since January 2021. From February 2019 until December 2020, he was our Senior Director of Technology.

Corey Remington – Manager of Franchise Development

Ms. Remington has served as our Manager of Franchise Development since April 2012, and she previously served as our Franchise Coordinator from April 2003 until October 2007.

ITEM 3

LITIGATION

DRNK Coffee + Tea, LLC, DRNK Coffee + Tea Franchising, LLC; Mostafa Narimanzadeh a/k/a Thomas Nariman v. Mitchell Baker, Robeks Corporation, Robeks Franchise Corp., Case No. 21STCV21980, Superior Court of the State of California, County of Los Angeles. Plaintiffs DRNK Coffee + Tea, LLC, DRNK Coffee + Tea Franchising, LLC; Mostafa Narimanzadeh a/k/a Thomas Nariman (collectively, "Plaintiffs") amended their complaint on August 6, 2021 to add Robeks Corporation and Robeks Franchise Corporation (collectively, the "Robeks Defendants") as defendants to existing claims for intentional interference with prospective economic advantage, negligent interference with prospective economic advantage, intentional interference with contractual relations, and unfair competition (Cal. Bus. & Prof. Code § 17200 et seq.) that had originally been asserted solely against defendant Mitchell Baker, Robeks Franchise Corp.'s Vice President of Marketing. In their original complaint filed against Baker on June 10, 2021, Plaintiffs had asserted the aforementioned claims as well as additional claims for defamation per se, trade libel, conversion, invasion of privacy, and violation of the California Invasion of Privacy Act. Plaintiffs filed the lawsuit against Baker after he had previously filed suit against Plaintiffs for

negligence and constructive termination following his departure from DRNK Coffee + Tea Franchising, LLC. The claims against Baker and the Robeks Defendants allege that they interfered with Plaintiffs' efforts to lease a location for a DRNK franchise, and separately that they allegedly interfered with the relationship between DRNK Coffee + Tea Franchising, LLC and a DRNK franchisee (who is not a party to this litigation). The Robeks Defendants demurred to all of the claims against them, and on November 16, 2021, the Court granted the Robeks Defendants' demurrer as to the claims for intentional interference with economic advantage and negligent interference with economic advantage, and overruled the Robeks Defendants' demurrer as to the claims for intentional interference with contractual relations and unfair competition. On December 10, 2021, Plaintiffs amended their complaint, dropping their claim for negligent interference with prospective economic advantage against the Robeks Defendants and amending their claim for intentional interference with prospective economic advantage. The Robeks Defendants demurred to Plaintiffs' amended claim, which demurrer was overruled by the Court. The Robeks Defendants and Baker deny all of Plaintiffs' claims against them but in recognition of the expense, inconvenience, and distraction of a protracted litigation, the parties have agreed to resolve the matter through a settlement agreement. Upon Plaintiffs' voluntary dismissal, with prejudice, of the entire complaint against both Baker and Robeks Defendants, Robeks Defendants paid $50,000 to Plaintiffs in full and final settlement of the claims asserted, pursuant to a Settlement Agreement executed by all parties on April 10, 2024, which settlement agreement includes mutual releases of liability.

Other than this one concluded action, no litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Initial Fees

ROBEKS® Store Franchise. All Initial Franchise Fees are fully earned upon receipt and are not refundable. The standard Initial Franchise Fee is $30,000 and is payable in full upon the execution of the Franchise Agreement. Existing franchisees acquiring additional franchises will pay a reduced Initial Franchise Fee of $22,500 for each additional Franchise Agreement. Our existing Regional Director pays $15,000 for the Initial Franchise Fee for Stores it opens on its own account. You sign a separate Franchise Agreement for each franchise that you buy. To qualify for this discounted pricing, all franchises must be new franchises, not transfers or sales by an existing franchisee of an operating ROBEKS® Store, and you must meet our then-current eligibility standards for growth. Your Initial Franchise Fees are also reduced if you sign an Area Development Agreement (see below). The range of Initial Franchise Fees collected from franchisees in fiscal year 2023 was $22,500 to $30,000.

Incentive Program

We have instituted an incentive program for Veterans. If you qualify under our current Veteran incentive program, you will pay a discounted initial franchise fee of $20,000.

ROBEKS® Area Development Agreement

If you are an Area Developer, you must pay us a nonrefundable Development Fee of $10,000 multiplied by the number of ROBEKS® stores you will develop. The Development Fee is due when you sign the Area Development Agreement. We and you will determine the number of Stores you will develop in the Territory before you sign the Area Development Agreement (typically, the minimum number of Stores you must agree to develop is three, although we may agree to a two-store Area Development Agreement if that is what the development area supports). You must sign a separate Franchise Agreement (the then-current form of Franchise Agreement) for each ROBEKS® store you open, at the same time as the lease for the applicable ROBEKS® store. In addition to the Development Fee, you will pay an Initial Franchise Fee for each Store when you sign a Franchise Agreement for that Store. However, under an Area Development Agreement, the amount of your Initial Franchisee Fee is $20,000 for the first Store and $12,500 for each subsequent Store. The following chart shows the calculation of the Development Fee and the Initial Franchise Fee per Store:

Store #	Development Fee	Initial Franchise Fee	Total Fee for Store
1st Store	$10,000	$20,000	$30,000
Each subsequent Store	$10,000	$12,500	$22,500

At the time you sign the Area Development Agreement, you must also sign a Franchise Agreement for your first Store. Thus, for example, for a six Store Area Development Agreement you would pay non-refundable fees of $80,000 (6 stores at $10,000 = $60,000, plus $20,000 for the Initial Franchise Fee of first Store). During fiscal year 2023, developers paid $50,000 in initial fees under an Area Development Agreement (for the development of three Robeks stores under each agreement).

ITEM 6

OTHER FEES

Column 1 TYPE OF FEE (See Note 1)	Column 2 AMOUNT	Column 3 DUE DATE	Column 4 REMARKS
Royalty Fee	6% to 7% of Net Sales depending on number of stores you operate. See Note 2.	We require payment by automatic debit ("ACH") on the date payment is due (within 10 days of the end of then-applicable accounting period).	See definition of Net Sales in Note 2.
Marketing Fees	2.5% of Net Sales	Payable together with and for the same period as the Royalty Fee.	Marketing Fees are paid to the Marketing Fund. See Note 3.
Local Marketing and Advertising Expenditures	2.5% of Net Sales	Periodically for franchisee's local advertising.	See Note 3.

Column 1 TYPE OF FEE (See Note 1)	Column 2 AMOUNT	Column 3 DUE DATE	Column 4 REMARKS
Audit Cost	Cost of audit plus full amount of any underpayment and interest and late charges.	When we complete audit.	Payable only if our audit shows an understatement of Net Sales of 2% or more for any period.
Returned ACH	1st returned ACH - $10 per returned item 2nd through 4th returned ACH - $25 per returned item 5 or more returned ACHs - $50 per returned item, or the maximum amount permitted under applicable law, whichever is less.	Automatically imposed on next regularly scheduled ACH.	Applies to all ACHs in a calendar year. If we are unable to resolve the ACH within 5 business days after the ACH is returned, late charges and interest as described below will also be applied.
Loyalty and Gift Card Program software fees	Currently, $149 per month	Payable via ACH on the first Monday following the first of each month	You must participate in our loyalty and gift card programs, which we may modify from time to time. Currently, this fee is collected by us and we pass it, in its entirety, onto the third-party providers (currently, Givex for the gift card program and Punchh for the loyalty program). The fee may change at the direction of the third-party vendors or if we in the future change the program or the designated providers.
Late or Non-Submission of Required Profit and Loss Statements or Other Reports	1st late or non-submission- $50 2nd late/non-submission - $75 3rd or any subsequent late/ non-submission - $100.	Automatically imposed on next regularly scheduled ACH.	Applies to required periodic profit and loss statements and other reports.
Late or Non-Submission of Construction Costs	$50 per month until submitted.	Automatically imposed on next regularly scheduled ACH.	Construction costs are all costs associated with the opening of the Store.
Fines	Ranging from $50 to $500 per occurrence.	Automatically imposed on the next scheduled ACH.	See Note 4.
Late Charge and Interest	Late charge: $200 per late payment. Interest: 1.5% per month not to exceed the maximum legal rate of interest.	Automatically imposed upon payment. Interest accrues immediately after due	Applies to all amounts owed to us. Interest is payable on the entire overdue amount beginning with the date payment is due until you pay the

Column 1 TYPE OF FEE (See Note 1)	Column 2 AMOUNT	Column 3 DUE DATE	Column 4 REMARKS
		date if you fail to pay full obligation.	overdue amount, late charge and interest in full. Interest accrues on the late charge if you do not pay the amount due, including late charge, within 10 days after due date.
Remedial Work to Correct Unhealthy or Unsafe Condition	Our actual costs for remedial or corrective work, including labor, materials, travel, supervision and subcontractors, plus a service charge equal to 25% of the cost of the remedial or corrective work.	Upon receipt of invoice.	We have no obligation to perform remedial work and may exercise our right to terminate the Franchise Agreement because of your breach.
Renewal Fee (Franchise Agreement)	$10,000	When you give notice of your intent to renew.	
Transfer Fee (Franchise Agreement, Area Development Agreement)	Franchise Agreement: $10,000 (or $5,000 if transferee is an existing franchisee), non-refundable. Area Development Agreement: $25,000, non-refundable, in addition to transfer fees under individual Franchise Agreements.	When you apply for our consent to a proposed transfer.	The Franchise Agreement and the Area Development Agreement define what events constitute a "transfer". A transfer to an entity controlled by you may qualify for a lower transfer fee.
Training	The initial training is included in the Initial Franchise Fee. Costs for additional training will vary under the circumstances. See Note 5.	Before training begins.	You must pay all travel and living expenses while attending any training program.
Indemnification and Defense	All costs including attorneys' fees; amount will vary under circumstances.	As we incur expenses and present them to you.	You must reimburse us for losses that we suffer resulting from the operation of your business. We may retain our own legal counsel. You must reimburse us for our legal and other professional expenses in connection with the claim.
Alternate Supplier Testing Fee	Based on our actual cost.	When you request approval of an alternate supplier.	Payable by ACH
Monthly Financial Report Deviation Fee	Maximum $50 per hour.	As incurred.	See Note 6.

Column 1 TYPE OF FEE (See Note 1)	Column 2 AMOUNT	Column 3 DUE DATE	Column 4 REMARKS
Extra Operational and Marketing Support; including visits to cure operational issues	Reimbursement of reasonable actual expenses (no fee).	As incurred.	Payable by ACH
Non-POS related miscellaneous technical and telecom support	$75 to $200 per hour, subject to service minimums (generally 2 hours) which may vary depending on geographic location of Store.	As we incur expenses and present them to you.	Payable by ACH
Inspection Reimbursement	Our costs and expenses in connection with each inspection of your ROBEKS® store but not less than $100 per inspection. Payable only if you receive a failing score during the inspection.	Upon demand.	Payable by ACH
Reimbursement for refunds and adjustments we pay to resolve customer complaints relating to goods or services you provide	The amount we pay to customers to resolve complaints.	Upon demand.	Payable by ACH
Fines for violations under the Franchise Agreement or Manual	Up to $500 per instance.	Upon demand.	Payable by ACH
Conventions or franchisee meetings	If we hold an annual or semi-annual meeting for franchisees (whether national or regional), attendance is mandatory. We may charge a registration fee to recoup our costs. If we hold a meeting and you do not attend, we may assess a fine of up to $500.	Upon demand.	Payable by ACH
Liquidated Damages	The lesser of (a) 104 weeks or (b) the remaining number of weeks in the franchise agreement's term, multiplied by the average weekly royalty fee payments payable by you in the preceding 52 weeks (or such shorter period as the store has been in operation, or, if your store has never been opened, then the average royalties (for the past 52 weeks) of Robeks stores	Upon demand	Payable if the franchise agreement is terminated due to franchisee's default.

Column 1 TYPE OF FEE (See Note 1)	Column 2 AMOUNT	Column 3 DUE DATE	Column 4 REMARKS
	located in your state, or the average of all U.S. Robeks stores, if there are no other Robeks stores in your state).		
Failure to Maintain Insurance	Our actual cost for insurance premiums, plus a service charge of 25% of the annual cost of the coverage.	On demand	If you fail to carry the required insurance, we may (but are not required to) purchase such insurance for you and charge you.

NOTES:

(1) The fees listed in the chart above are paid by ROBEKS® store franchisees. Except where otherwise noted, all fees are payable to us and are not refundable. In addition to the fees identified above in this Item 6 table, you will be required to pay directly to third-party vendors (which may require payment via ACH) for ongoing fees associated with your use of a required computer system and our related programs, including POS system maintenance, license and support service fees (currently, up to $160/month for a standard POS system), online ordering /delivery program fees (which vary, currently ranging from $55 - $230, depending on total sales volume) and related advertising fees charged by approved third-party delivery service providers (which vary by vendor and based on sales volume and may be up to 27% of the order total), self-service kiosk monthly software fees (currently $175/month for up to 3 kiosks) and license fees for in-store radio/music programming (currently $41.66/month).

(2) The amount of Royalty Fee is computed based on the number of ROBEKS® stores you own, as follows:

Number of Stores	Royalty Fee Rate
1	7% of Net Sales
2	6.5% of Net Sales
3 or more	6% of Net Sales

The royalty fee rate is variable in that it may change if you open one or more Stores or close or sell one or more Stores. For example, if you have two Stores open and in operation and open a third Store, then your royalty fee will be reduced from 6.5% of Net Sales to 6% of Net Sales for all three Stores. Likewise, if you have three Stores in operation and close or sell one Store, then your royalty fee will be increased from 6% of Net Sales to 6.5% of Net Sales for the remaining two Stores. If there is a default under either an Area Development Agreement or an individual Franchise Agreement, the royalty fee for all Stores will be 7% until such time as the default has been cured. The Royalty Fee paid by our existing Regional Director for any ROBEKS Store in which the Regional Director has at least a 51% ownership interest is 3% of Net Sales.

In limited circumstances, we have agreed to a lower royalty rate. We reserve the right to have incentive offers in certain markets such as new or developing markets, which include reduced royalty rates. These incentives may be offered to existing and/or new franchisees. We reserve the right to cancel or modify any incentive program we may offer. You are not entitled to receive the benefits of any of the above incentive programs unless agreed by us in writing.

"Net Sales" means the aggregate of all sales and other income from each ROBEKS® store, whether payment is in cash, by credit card, Gift Cards, or other generally accepted form of payment. Net Sales also includes all proceeds from any business interruption insurance, the sale of Proprietary Products and wholesale transactions (if you obtain our permission first; otherwise, we prohibit wholesale transactions). Excluded from Net Sales are: (1) sales taxes and other taxes separately stated that you collect from customers and pay to taxing authorities; (2) refunds and credits made in good faith to arms' length customers; (3) the proceeds that you receive on the sale of Gift Cards to your customers; and (4) the discount value of any coupon, voucher, or other allowance that we authorize at the time you redeem the customer's coupon, voucher, or allowance.

(3) In addition to the Marketing Fees that you pay to us, we require you to spend at least $7,500 on a grand opening marketing and advertising program, as also disclosed in the Item 7 table. If you are a transferee, you will be required to spend $5,000 on grand re-opening marketing and advertising. You also may have miscellaneous costs associated with our stored value card program (currently, point of purchase display ($9.00 each), cost of cards ($35.34 per 100 cards) and card "presenters" ($13.00 per 100 presenters)). You are also required to spend a minimum of 2.5% of Net Sales for approved local or regional marketing or advertising in addition to the Marketing Fees described in this Item 6. We reserve the right to require you to spend up to 2.5% of Net Sales to contribute to a regional advertising cooperative or an advertising group, if the formation of one is approved by two-thirds of the ROBEKS® stores in your designated area, which contributions shall be in addition to the Marketing Fees described in Item 6. Payments to an advertising co-op or an advertising group will count toward your 2.5% minimum local advertising expenditure. Each ROBEKS® store (including those owned by our affiliates) will have one vote in a cooperative, although no person owning more than one store in a cooperative may cast more than 50% of all votes.

(4) We have the right to impose fines for non-compliance with various operational standards, including: a) failure to comply with uniform standards, b) failure to comply with approved music standards, c) failure to comply with bulk supplements stocking standards, d) failure to have a certified manager in place, e) failure to submit P&L statements, f) failure to submit construction costs, and g) failure to participate in required marketing promotions. If these standards are not met within certain time periods, we may impose fines ranging from $50 to $500 per occurrence as specified in the Manual.

(5) We hold In-Store Training at the ROBEKS® Support Center in Los Angeles, California or at a Certified Training Center that we designate. Support Center Orientation is held only at the Robeks Support Center in Los Angeles, California and we hold New Store Opening Training in your ROBEKS® store.

If you are a ROBEKS® store franchisee opening your first ROBEKS® store, we do not charge a separate fee to provide training for 2 persons who attend the same training before opening. The cost of training is included in the Initial Franchise Fee. If you want us to train more than 2 persons or want to train 2 persons in separate training sessions, you must pay our current training fees plus travel and lodging costs. As of the date of this Disclosure Document, the training fees are $250 per day. If you want to enroll any person in our training class after your first ROBEKS® store opens, you agree to pay our current training fees. If you are a ROBEKS® store franchisee and buy another ROBEKS® store franchise, we do not have to provide you with training, but may do so upon mutual arrangement if you pay our current training fees.

Franchisee, Franchisee's Primary Owner, or a senior operations employee acceptable to us who will have general management and supervisory responsibilities for one or more of ROBEKS® stores, must successfully complete our initial training program and qualify as a Certified Manager before

the opening of your first ROBEKS® store. Before we will provide New Store Opening training, you agree to qualify at least one Certified Manager.

Your Certified Manager must train your employees who you do not enroll in our training classes. To earn the designation of Certified Manager, a candidate must pass our proficiency examination, which currently consists of both a written and practical (hands-on) test. To be eligible to take our proficiency examination, the candidate must have completed our management training program with a Certified Manager.

(6) If we must correct your financial reports because they are not prepared on our designated form or using our prescribed formatting, we may charge a reasonable fee for our services to correct the financial reporting that will not be more than $50 per hour.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

(SINGLE STORE)

Column 1 TYPE OF EXPENDITURE	Column 2 AMOUNT (SEE NOTE 1)		Column 3 METHOD OF PAYMENT	Column 4 WHEN DUE	Column 5 TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	$30,000	$30,000	Lump Sum	Upon Signing the Franchise Agreement	Us. See Note 2.
Leasehold improvements	$137,000	$250,000	As Arranged	As Arranged	Third Party Suppliers. See Note 3.
Equipment	$102,000	$108,000	As Arranged	As Arranged	Third Party Suppliers. See Note 4.
Fixtures	$6,500	$12,500	As Arranged	As Arranged	Third Party Suppliers. See Note 5.
Signs	$4,750	$22,500	As Arranged, Lump Sum	As Arranged	Third Party Suppliers. See Note 6.
Computer system (includes POS system, digital signage, kiosks, networking and software)	$6,740	$11,742	As Arranged	As Arranged	Third Party Suppliers. See Note 6.

Column 1 TYPE OF EXPENDITURE	Column 2 AMOUNT (SEE NOTE 1)		Column 3 METHOD OF PAYMENT	Column 4 WHEN DUE	Column 5 TO WHOM PAYMENT IS TO BE MADE
Professional Fees	$11,000	$15,500	As Arranged	As Arranged	Third parties, such as architects and lawyers. See Note 7.
Security Deposits, Utility Deposits and Business Licenses	$2,650	$11,500	As Arranged	As Arranged	Landlord; Suppliers; Government Agencies; Utility Companies. See Note 8.
Real Estate Costs	$2,650	$5,500	As Arranged	As Arranged	Landlord. See Note 9.
Opening Inventory	$9,000	$10,000	As Arranged	As Arranged	Third party suppliers approved by us. See Note 10.
Grand Opening Advertising	$7,500	$7,500	As Arranged	As Arranged	Third party suppliers and us. See Note 11.
Travel for Training	$0	$5,000	As Arranged	As Arranged	Third Party Suppliers. See Note 12.
Insurance	$600	$1,000	As Arranged	As Arranged	Third Party Suppliers. See Note 13.
Additional Funds - first 3 months of operations	$5,000	$15,000	As Arranged	As Arranged	Third Party Suppliers. See Note 14.
TOTAL	**$325,390**	**$505,742**			

Unless otherwise noted, none of the initial fees are refundable. The security deposit that you pay for the Store premises lease or in connection with an equipment lease may be refundable at the end of the lease

under the conditions set forth in the lease. Third-party suppliers will decide if payments to them are refundable. If you sign an Area Development Agreement you will also have to pay the Area Development Fee ($30,000 for the development of three Stores; See estimated initial investment chart for area development, set forth below). The per-Store initial investment chart estimates your likely investment to open a ROBEKS® Store at this time. If you purchase multiple franchises at the same time and we allow you to stagger their development, your actual start-up costs may vary due to increases in rent, construction costs and the like. Neither we nor our affiliates finance any part of the initial investment. See also Item 10.

NOTES:

(1) The number in the first sub-column under Column 2 shows the low end of the range of the estimated amount for the particular expenditure; the number in the second sub-column under Column 2 shows the high end of the range of the estimated amount of the expenditure. The low/high range for Store initial investment costs depends on the size of your Store, prior use and overall condition. Our expenses assume you locate in an outdoor shopping center. We base the low range on an 800 square foot store and the high range on a 1,200 square foot store. The low range assumes the condition of the store requires minimal improvements to renovate it to our requirements for a ROBEKS® Store. The low and high ranges assume that construction, labor and materials are competitively priced.

(2) Our existing Regional Director pays $15,000 for the Initial Franchise Fee. Existing franchisees pay $22,500 and veterans pay $20,000 for the Initial Franchise Fee. See Item 5.

(3) Leasehold improvements include costs to conform the approved location to our comprehensive specifications for lighting, flooring, wall coverings, ceiling treatments, store front design and build-out, all custom-made millwork including retail displays, cabinetry, building and health permits, general trade dress components and other improvements to prepare the store for opening. Actual costs will depend on the size and pre- existing condition of the approved location. These estimates assume no structural, storefront or exterior renovations and a competitive environment where multiple contractors bid the leasehold improvements using the best available labor and material pricing in the local market. These estimates also assume that the leasehold premises are delivered in a "Vanilla Shell" condition, meaning that the landlord provides most base building interior improvements such as mechanical systems, utility lines and equipment, some ceiling and lighting improvements, electrical outlets, drywall finish, and restrooms, or a credit to tenant for the same. Actual costs may be lower if the landlord provides over-standard improvements or contributes any additional tenant improvement allowance.

(4) Equipment includes walk-in, reach-in and under-counter refrigeration and freezers as needed, smoothie-making equipment, juicing machines, shelving, sinks, small wares, and other items needed to operate a standard ROBEKS® Store. All equipment must be new, not used, unless otherwise approved by us in writing. Our chart assumes that you purchase, rather than lease, all equipment. However, your initial expenses may be lower if you lease or finance equipment.

(5) Fixtures include menu boards, wall graphics and interior or exterior seating or furnishings as allowed by the lease or municipality.

(6) The estimated cost of signs assumes one internally-lit outdoor building sign.

The estimated cost of the computer system includes the estimated upfront cost of the POS system, indoor digital signage, two self-service kiosks, a kitchen display system, as well as associated cost of a networking service and required software.

(8) Professional fees include fees for services of professionals such as architects and lawyers, and assume a single fee basis (as opposed to a per hour basis) with no extraordinary circumstances. You may use an architect of your choice to prepare the Store plans if the architect is approved by us in writing. Some of our franchisees have chosen not to use an attorney; thus, the low end of the range does not include attorney fees. We recommend that you use an attorney who specializes in retail real estate.

(8) Some vendors, utility companies, and the landlord of your premises may require you to pay a security deposit. Landlords vary in whether they require a security deposit and in the amount they charge. The lease security deposit assumes no more than 1 month of base rent. These amounts do not include common area maintenance, real estate taxes and insurance paid to landlord as triple-net costs.

(9) You will need to lease suitable retail space. In consenting to a site, we consider a variety of economic, demographic and geographic factors, including visibility, access and proximity to substantial daytime traffic, both pedestrian and vehicular. The real estate category is based on rent ranging from a low of $3,000/month to a high of $7,000/month, not including common area maintenance (CAM) charges or any other location-specific costs. Rent also excludes directly billed utility costs during this period, which we include under the miscellaneous category. Rental rates can vary widely depending on market conditions, the size and pre-existing condition of the premises, and your own credit rating. These estimates are for traditional sites and do not include captive-audience type locations such as malls, airports, college campuses, or free-standing structures or spaces with drive-thru capabilities, etc.

(10) Opening inventory estimates include a supply of ROBEKS® Premium Nutritional Boosts and other Proprietary Products, produce, beverages, ingredients, dry goods, food and nutritional items and other products sold in ROBEKS® stores for both in-store production and product sales to customers.

(11) Within the period of time from 30 days before opening, through 90 days after opening your Store, you must spend at least $7,500 on the initial launch of your new location, focused on marketing and advertising grand opening promotional activities, but may choose to spend more. If you are a transferee, you will be required to spend $5,000 on grand opening advertising. You must submit written evidence of such expenditures to us. We will collect by ACH the difference, if any, between the required amount to be spent and the amount verified by your documentation. We will begin collecting the difference 90 days after your Store opens in equal installments over a six month period. These funds will be deposited in the Marketing Fund. If our existing Regional Director opens a ROBEKS store, the Regional Director must spend at least $5,000 for advertising, public relations and promotion in its Territory within the period of time from 30 days prior to, through 90 days after, the opening of the ROBEKS store.

(12) Franchisees who reside in the region of our principal business address will not incur significant travel cost to attend training.

(13) The amounts in the chart are our estimates of the amount needed to cover your insurance premiums for the minimum insurance coverages that we currently require you to carry (see Item 8), for a 3-month period from the date you open for business, although these rates may vary depending on the state in which you are located. We may identify additional types of insurance that you must carry upon reasonable notice. We may periodically modify all minimum amounts and types of required coverage to reflect inflation, general industry standards or our future experience with claims.

(14) We recommend that you have additional funds available during the start-up phase of your franchise. These amounts are our estimates of the amount needed to cover your expenses for a 3-month period from the date you open for business. This estimate covers initial expenses not covered elsewhere in the chart, such as for initial uniforms, office supplies, business management software costs, any costs/fees associated with value card program fees, envelopes, card carriers, transaction charges, service fees, and all other related promotional materials and other miscellaneous items. This estimate includes an allowance for payroll expenses for all opening employees but does not include any allowance for a draw or salary to you or other owners of the franchise or any amounts payable as Royalties on Net Sales. In computing this estimate, we relied on information provided to us by our franchisees who have built stores of varying sizes, venues, geographic locations, and levels of landlord work and contribution to tenant's improvements. We recommend that you obtain independent estimates from 3rd party suppliers of the costs which would apply to your establishment and operation of a franchise or discuss the economic experience of opening and operating a franchise with our current and past franchisees. The "Additional Funds" category is not the only source of cash but is in addition to cash flow from operations. We encourage you to visit operating ROBEKS® stores to evaluate this on your own. We recommend that you review these figures and notes carefully with a business advisor before making any decision to purchase the franchise.

YOUR ESTIMATED INITIAL INVESTMENT
(Area Development)

Column 1 TYPE OF EXPENDITURE	Column 2 AMOUNT	Column 3 METHOD OF PAYMENT	Column 4 WHEN DUE	Column 5 TO WHOM PAYMENT IS TO BE MADE
Development Fee*	$30,000 to $100,000	Lump Sum	Upon Signing the Area Development Agreement	Us
Initial Investment for First Store**	$315,390 to $495,742	See Chart Above	See Chart Above	See Chart Above
TOTAL	$345,390 to $595,742			

*The lower end of the range assumes a development of three stores. The higher range assumes the development of ten stores.

**These numbers include the Initial Franchise Fee of $20,000 for the first Store.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to ensure a uniform image and uniform quality of products and services throughout the ROBEKS® system, you must maintain and comply with our quality standards. Although you are not required to purchase or lease real estate from us or our affiliates, we must consent to the location of your ROBEKS® store and you must obtain an Addendum to Lease (Franchise Agreement, Paragraph 3.A.). You must construct and equip your Store in accordance with our then-current approved design, specifications

and standards and you must use our approved architect in designing your Store. We reserve the right to require that you use a designated contractor and equipment consolidator or other suppliers. In addition to meeting our design specifications and standards, you must ensure that your building plans comply with the Americans With Disabilities Act and all other federal, state and local laws and regulations. You must also purchase and use signage, products, ingredients, supplies, advertising materials, equipment, including the computer system and electronic register/point of sale (POS) system, that meet our specifications and standards. We reserve the right to require you to use a specific accounting system. We may also require you to use specific merchant services for the processing of credit card transactions.

Proprietary Products. To prepare our principal product line, smoothies, fresh juices, bowls, and toasts, you must follow our recipes. We refer to our uniforms and products that are specially formulated, distributed or branded for us as "Proprietary Products." In the future, we may add to and modify the list of Proprietary Products that you agree to use and/or sell in operating your ROBEKS® stores. You will only be able to buy Proprietary Products from us or from another source that we designate. From time to time we, an affiliate or a third party supplier may be the only approved supplier for equipment or services (such as architect or contractor services) or certain products and supplies. You must buy employee uniforms and branded retail products from third parties via our website. ROBEKS® stores and products feature ROBEKS® Premium Nutritional Boosts, a proprietary line of premium nutritional supplements. Currently, the other designated suppliers of Proprietary Products are: Distribution Science (ROBEKS® Premium Nutritional Boosts), Bevolution Group (proprietary juice concentrate) and Karat (cups and lids).

Non-Proprietary Products. We or an affiliate may be a source, and we reserve the right to be the only source, for products or ingredients that you must buy to operate your ROBEKS® store (all of which must meet our specifications), but that are not specially formulated for ROBEKS® stores (we sometimes refer to these products, ingredients, and other items as "Non-Proprietary Products"). At this time, except for Proprietary Products, all of the other food products, ingredients, condiments, beverages, packaging, equipment, supplies, and materials that you need to operate your ROBEKS® store are Non-Proprietary Products. Any products or services that you purchase from us or our affiliate will be at the then-current price in effect. You must buy Non-Proprietary Products that meet our specifications and that are from sources that we approve or recommend. The principal product ingredients (e.g. individually quick frozen (IQF) fruit, non-fat frozen yogurt, sherbets, nut milks, enrichments, etc.) must be purchased through a distributor designated by us. You must buy an initial equipment package, which includes blenders, fruit/vegetable juice extractors, refrigerator and small wares) from a supplier designated by us.

Loyalty and Gift Card Programs. You must also participate in any loyalty and gift card programs and other marketing and promotional initiatives that we may from time to time establish with approved vendors. We have designated Punchh, Inc. as the sole supplier for our loyalty program and Givex as our sole supplier for our gift card program, but we reserve the right to change the sole supplier and/or to designate additional suppliers for any of these programs or initiatives. You must be in compliance with any rules and participation criteria applicable to these programs. We have the right to modify the participation criteria or discontinue these initiatives at any time upon written notice to you. See also Item 11.

Digital Ordering and Delivery Programs. You must also participate in any digital ordering/delivery programs that we may establish from time to time with approved vendors and you must comply with the rules and participation criteria applicable to these programs. We have currently designated Olo as the sole software platform provider for our digital ordering program and have partnered with designated service providers for our delivery program. Under our digital ordering/delivery programs, we may require you to accept and process specific customer delivery orders and we may require you to use an approved third-party delivery service provider. We must pre-approve all delivery service providers not already designated as approved under our delivery program. In addition, we must pre-approve all sales recording processes

that originate from the delivery service providers. We have the right to modify the participation criteria or discontinue these initiatives at any time upon written notice to you. See also Item 11.

Point of Sale System. You must purchase the Restaurant Point of Sale (POS) system solution from our approved supplier, currently Toast, Inc., and use such POS system in the operation of the ROBEKS® store.

Self-Service Kiosks. You must purchase, install and operate in your ROBEKS® store, in accordance with our System standards, a self-service kiosk ordering platform that we designate. You are currently required to have at least two kiosks in your store. You must purchase the kiosks from our designated supplier (currently Resource Point of Sale) and pay the associated fees directly to such supplier (see also Item 6, Item 7 and Item 11).

In-Store Radio/Music Programming. You must license in-store radio/music programming solely from our designated vendor (currently, Spectrio) for the ROBEKS® store. You may not play any other audio/radio/satellite music programming at the store.

Bookkeeping Services. We reserve the right to require you to use an accounting firm to provide you accounting and bookkeeping services, and we may require that you use one of our approved accounting firms.

In operating a ROBEKS® store, you must follow our comprehensive specifications for products, services, supplies, materials, equipment, interior and exterior design, insurance, and real estate, which we may modify from time to time. You must conform to all changes in our specifications, at your cost, within the time we allow. We will advise you of any changes through the Manual or other written communications.

We reserve the right to require that you engage (at no cost to you) one of our approved third-party real estate brokers to assist you in selecting a location. We recommend that you engage the services of a real estate attorney to assist you in negotiating a lease for the proposed site.

At this time, neither we nor our affiliates are an approved supplier of any product or service, although we reserve the right to become an approved supplier in the future.

We estimate that the items which you must purchase or lease according to our specifications will represent approximately 80% to 90% of the total initial investment to establish a ROBEKS® store and 50% to 60% of a Store's monthly operating expense.

As of the date of this Disclosure Document, none of our officers have an ownership interest in any of our approved suppliers.

Rebates. We, or any of our affiliates, may derive revenue on account of your required purchases of Proprietary Products either from direct sales or in the form of rebates or marketing allowances. We did not receive any revenues from the sale or lease of products or services to franchisees during our fiscal year 2023. During the 2023 fiscal year, our Parent received $452,221, in the form of commissions (approximately a 32% commission) from Distribution Science, a supplier of ROBEKS® Premium Nutritional Boosts. In addition, during 2023, our Parent received rebates or similar payments from Stiebs Especial Fruits ($42,759), a supplier of Acai puree, and Dole, a supplier of Individually Quick Frozen (IQF) fruit ($25,000). These funds were deposited in the Marketing Fund, although we are not required to do so.

Alternative Suppliers - Approval Process

If you want to use or sell a particular Non-Proprietary Product or a service that we do not specify as part of the ROBEKS® System, or to buy any Non-Proprietary Product from an alternative supplier not pre-approved by us, you must request our approval in writing before using or buying the Non-Proprietary Product or service. In some cases, we may ask you to submit samples or information so that we can make an informed decision whether the goods, equipment, supplies or supplier meet our specifications and quality standards. We also consider the effect your proposed Non-Proprietary Product will have on the sales of existing products, operational issues, profit margins and consistency with the ROBEKS® brand image. In evaluating a supplier that you propose to us, we consider not only the quality of the particular Non-Proprietary Products, but the supplier's production and delivery capability, overall business reputation and financial condition, as well. We may inspect a proposed supplier's facilities and test its products and charge a testing fee to cover our direct costs. Since the fee, if we impose one, will cover our direct costs, we cannot estimate the fee or provide you with a probable range in advance.

We will notify you in writing within 30 days after we receive all supporting information from you and complete our inspection or testing to advise you if we approve the proposed item and/or supplier. Our failure to send you written notice by the end of 30 days signifies that we disapprove the proposed item and/or supplier. We may re-inspect or revoke our approval of a supplier or item at any time, to protect the best interests of the ROBEKS® brand. Revocation is effective immediately when you receive written notice from us, and following receipt of our notice, you may not place any new orders for the item or with the supplier.

We do not provide material benefits to franchisees (for example, renewal or granting additional franchises) based on the fact that you purchase products or services from any recommended or designated suppliers. We may, however, levy a fine or terminate your franchise if you purchase or use unapproved products, or purchase from unapproved suppliers.

Purchasing Arrangements

We have negotiated purchasing arrangements with suppliers for the benefit of our franchisees as a whole. Purchasing arrangements with some of these suppliers may not be available in certain areas within the United States. We may modify or discontinue this purchasing arrangement. While we may negotiate purchasing agreements in other geographic areas, we have no obligation to do so for any geographic area. You are currently required to purchase all marketing and merchandising materials from our approved vendors. We and our affiliates may receive payments from any supplier on account of their dealings with you and other franchisees (on purchases of Proprietary Products, Non-Proprietary Products, store equipment, or other goods or services). We may use these payments for any purpose without restriction unless we or our affiliates agree otherwise. We may condition our approval of an alternate supplier on the supplier's willingness to agree to make payments to us or our affiliates on account of franchisee purchases. Typically, a supplier's payment is a percentage (generally ranging from 5% to 15%) of the supplier's sales to our franchisees. There are currently no purchasing or distribution cooperatives.

Insurance

You must carry insurance covering the risks and meeting the minimum coverage conditions that we from time to time prescribe, protecting you and naming us as an additional insured. We identify the types and minimum insurance coverage that you must carry. You need to evaluate if your business will require greater coverage or other types of insurance. You also may need different types or additional insurance if required by the franchise store lease. All liability policies must name us, Robeks Corporation, and other designated affiliates as additional named insureds. Our mandatory minimum insurance

requirements for each ROBEKS® store are: (i) comprehensive general liability insurance with minimum coverage of $2,000,000 combined single limit (including broad form contractual liability, products/completed operations, personal and advertising injury, medical payments and fire damage liability), or the higher amount required by the lease for your Store premises, insuring you, us and our Parent against claims for personal injury or property damage from your business operations; (ii) workers' compensation and employer's liability insurance, together with any other insurance required by law; (iii) general casualty insurance, including fire and extended coverage, vandalism and malicious mischief insurance for the full replacement value of your Store premises and its contents, and for any vehicle that you use in your business; and (iv) business interruption insurance covering actual losses and contract liabilities (including obligations to us and our affiliates under the Franchise Agreement or for minimum inventory quantities of Proprietary Products) that you may sustain, for a minimum of a twelve (12) month period, with the following minimum limits:

REQUIRED COVERAGE	MINIMUM LIMITS OF COVERAGE
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (any one fire)	$150,000
Medical Expense (any one person)	$5,000

We may specify the deductible limits for each required insurance policy and we may from time to time increase or modify the insurance requirements and you will be required to comply with any such changes within 30 days of receiving notice thereof. You must submit to us certificates of insurance (before opening date or earlier if required under the lease, and at each renewal) evidencing your compliance with our insurance requirements. The required policies may not be canceled or changed without giving us at least 30 days' prior notice. Each policy must include a waiver of subrogation for our benefit. If you fail to comply with the insurance requirements, we may (but have no obligation to) procure the required coverage on your behalf, in which case you must reimburse us for the costs we incur (our cost for insurance premiums plus a service charge of 25% of the annual cost of the coverage).

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement ("FA") and Area Development Agreement ("ADA"). It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

	OBLIGATION	SECTION IN AGREEMENT	ITEM IN THE DISCLOSURE DOCUMENT
a.	Site selection and acquisition/lease	FA: Paragraph 3.A. ADA : Section 3B	Items 5, 6, 7, 11
b.	Pre-opening purchases/leases	FA: Paragraph 5.A., 5.B., 13.A. - D., 13.F. None in ADA	Items 7, 8 Not applicable

	OBLIGATION	SECTION IN AGREEMENT	ITEM IN THE DISCLOSURE DOCUMENT
c.	Site development and other pre-opening requirements	FA: Paragraph 5.B. None in ADA	Items 6, 7, 11 Not applicable
d.	Initial and ongoing training	FA: Paragraph 6. ADA: Section 5D	Items 6, 11
e.	Opening	FA: Paragraph 5.B. None in ADA	Item 11 Not applicable
f.	Fees	FA: Paragraph 11. ADA: Sections 2 and 9B	Items 5, 6
g.	Compliance with standards and policies/Operating Manual	FA: Paragraph 8 and 9 and 13. ADA: Section 5A	Items 8, 11, 14, 16
h.	Trademarks and proprietary information	FA: Paragraph 7 and 9. ADA: Section 6	Items 13, 14
i.	Restrictions on products/services offered	FA: Paragraph 13.E, 13.F None in ADA	Items 8, 16. Not applicable
j.	Warranty and customer service requirements	FA: Paragraph, 13.J. None in ADA	Not applicable Not applicable
k.	Territorial development and sales quotas	FA: Paragraph 3.B. ADA: Sections 1 and 3	Item 12.
l.	Ongoing product/service purchases	FA: Paragraph 13.B - D. None in ADA	Items 8, 11 Not applicable
m.	Maintenance, appearance and remodeling requirements	FA: Paragraph 13.G. None in ADA	Items 6, 8 Not applicable
n.	Insurance	FA: Paragraph 15. None in ADA	Items 6, 7, 8 Not applicable
o.	Advertising	FA: Paragraph 10 None in ADA	Items 6, 11 Not applicable
p.	Indemnification	FA: Paragraph 20.B. ADA: Section 10B	Item 6
q.	Owner's participation/management/ staffing	FA: Paragraph 13.L. ADA: Section 5D	Item 15
r.	Records and reports	FA: Paragraph 12. None in ADA	Items 8, 11 Not applicable
s.	Inspections and audits	FA: Paragraph 12.D. and 14.B. None in ADA	Items 6, 11 Not applicable
t.	Transfer	FA: Paragraph 19. ADA: Section 9	Not applicable
u.	Renewal	FA: Paragraph 4.B.	Item 17

	OBLIGATION	SECTION IN AGREEMENT	ITEM IN THE DISCLOSURE DOCUMENT
		ADA: Section 4B	
v.	Post-termination obligations	FA: Paragraph 18. ADA: Section 8	Item 17
w.	Non-competition covenants	FA: Paragraph 16. None in ADA	Item 17 Not applicable
x.	Dispute resolution	FA: Paragraph 22. ADA: Section 11	Item 17
y.	Other	None	Not applicable

ITEM 10

FINANCING

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

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, Robeks Franchise Corporation is not required to provide you with any assistance.

Pre-Opening Obligations

ROBEKS® store Franchisees: Before you open your ROBEKS® store, we will provide you with the following assistance:

1. We will loan you the Manual, which contains mandatory and suggested specifications, standards, and operating procedures. We will make the Manual available to you online. (Franchise Agreement, Paragraph 8.)

2. If you are opening a new ROBEKS® store, we will provide you with an initial floor plan (at no cost to you) based on our prototype interior layout plans and specifications for the design, appearance and leasehold improvements of a typical ROBEKS® store, together with standard décor, interior layout plans and signage. All initial floor plans and layouts must be approved by us in writing before you begin architectural drawings. (Franchise Agreement, Paragraph 5.A.)

3. We will provide you with our written site selection criteria. Over the term of the Franchise Agreement, we will provide you with any revisions to our written site selection criteria (Franchise Agreement, Paragraph 3.A.)

4. After we receive your written site package proposal, we may visit the area at our expense if we feel it is necessary to inspect the physical or demographic conditions of your proposed site or neighboring area to evaluate your proposal. (Franchise Agreement, Paragraph 3.A.)

5. We will provide you with the list of approved suppliers (which will include written specifications for certain items of equipment, signs, fixtures, opening inventory and supplies in some instances and approved suppliers in other instances). We do not deliver or install any items (Franchise Agreement, Paragraphs 13.B. and 13.C)

6. We will provide you with a local store marketing and advertising workbook and a digital marketing workbook and the accompanying in-person or virtual training, which you will utilize to prepare and submit for our approval, prior to attending our initial training program and thereafter annually (unless we otherwise specify), your local store marketing (LSM) plan ("Local Store Marketing Plan"), which shall include, without limitation, a trade area assessment, S.W.O.T. analysis, pre-opening marketing plan, store marketing plan, budget and a grand opening plan. (Franchise Agreement, Paragraphs 10.A. and 10.B.)

7. We will provide the training programs described below. (Franchise Agreement, Paragraph 6.)

Typical Length of Time to Open a Retail Location

If you have not already done so, you should begin the site selection process immediately after you and we sign the Franchise Agreement. As we disclose in this Item 11, you are responsible for evaluating potential sites, subject to our site approval process. If you are opening a new ROBEKS® store, we provide you with our site selection criteria for a typical ROBEKS® store once you sign the Franchise Agreement. We also will provide you with an initial floor plan as described above.

The typical length of time between signing the Franchise Agreement and opening a ROBEKS® store is 9 to 12 months. We cannot estimate the length of time it may take for you to evaluate suitable sites. Nor can we estimate the length of time it may take to complete lease negotiations. From the time that you sign the lease and Addendum to Lease, the typical length of time to prepare and design architectural plans, secure all necessary building and zoning permits, and complete all building development obligations is 45 to 90 days. (You must sign the Franchise Agreement upon or before site approval.) From the time you receive all necessary governmental permits and approvals and begin construction of leasehold improvements for your new ROBEKS® store, it should normally take you an additional 45 to 60 days to complete construction and open for business.

We may terminate the Franchise Agreement if you fail to do either of the following: (i) obtain our written approval of the location of your ROBEKS® store and deliver to us a fully-executed lease and Addendum to Lease within six months after we sign the Franchise Agreement, or (ii) open for business to the public within 12 months after we sign the Franchise Agreement. We may, in our judgment, extend a deadline for an excusable delay due to factors beyond your control, like delays in obtaining special zoning variances or building permits for reasons other than your failure to actively pursue your application; weather conditions which might affect construction; failure of the landlord to complete its work in a timely manner; and material shortages.

Before you open for business, we must receive a copy of the fully executed Lease Agreement and Lease Addendum, a set of "As-Built" Plans showing that the Store as built out substantially conforms to our design specifications, and using our designated form or format, a completed and detailed breakdown of the cost of the build out of the Store. Before you open, you must also meet other pre-opening requirements, including successfully completing our Certified Manager training program, designating a Certified

Manager for your Store, completing and receiving our approval of your written plan for your grand opening, and presenting us with proof of insurance. (Franchise Agreement, Paragraph 5.B.)

Obligations During Operation

ROBEKS® store Franchisees: During the operation of your ROBEKS® store, we provide you with the following assistance or ensure that our existing Regional Director does so (if your store is located in its territory):

1. We will provide regular consultation and advice in response to your inquiries about specific administrative and operating issues at specific ROBEKS® stores that you own. We decide how best to communicate our consultation and advice, whether by telephone, in writing, electronically, or in person. (Franchise Agreement, Paragraph 14.A.)

2. If you request, and we agree to provide, additional on-site assistance, you must pay us our then-current per diem fee and reimburse us for our reasonable expenses in providing on-site instruction, including, without limitation, expenses for air and ground transportation, lodging, meals, and personal charges. (Franchise Agreement, Paragraph 14.A.)

3. We will periodically designate additional Proprietary Products and Non-Proprietary Products that you may or must stock and promote. (Franchise Agreement, Paragraphs 13.B., 13.C.)

4. We will administer testing to your Certified Manager candidates upon request during the Franchise Agreement term. See Item 6 for certification testing fees. See additional disclosures in this Item 11 regarding eligibility for the Certified Manager designation. (Franchise Agreement, Paragraph 6.)

5. We may conduct an annual meeting of franchisees to address our Proprietary Product line, industry trends, new products, recently-implemented changes in the ROBEKS® System, advertising and marketing and other topics of common interest to our franchisees. (Franchise Agreement, Paragraph 14.C.)

6. We or our designee will periodically visit your ROBEKS® store to inspect your operations, observe and interview your employees, and review your books and records (including data stored on your computer systems) in order to verify your compliance with the Franchise Agreement and the Manual. (Franchise Agreement, Paragraph 14.B.)

7. We will periodically revise the Manual to incorporate new developments and changes in the ROBEKS® System, and will provide you with a copy of all updates. (Franchise Agreement, Paragraph 8.)

8. We will supervise programs for ROBEKS® stored value cards. Under these programs, you will purchase from our approved vendor (currently Givex) and offer for sale to your customers, ROBEKS® stored value cards that your customers may redeem at any ROBEKS® store. You also will purchase envelopes, card carriers, and other related promotional materials. You must honor the stored value cards if a customer presents them for products. You may not issue, redeem or otherwise authorize any other Gift Cards or stored value cards, except those that we approve in advance. These programs may be administered by us or a third-party vendor that we designate. Currently, there is a service fee associated with the Gift Card program, but there are no separate transaction charges related to usage. We reserve the right to change the pricing structure for the Gift Card and/or loyalty program. (Franchise Agreement, Paragraph 13.I.)

9. We will offer advice and advertising strategies for your grand opening advertising and marketing program. (Franchise Agreement, Paragraph 10.B.)

10. We may, from time to time, make suggestions to you with regard to your pricing policies. Any list or schedule of prices we furnish may, unless included as part of a marketing or advertising promotional campaign, be treated as a recommendation only. (Franchise Agreement, Paragraphs 8.A.2, 10.A and 13.I).

Marketing Fund

We deposit all Marketing Fees into the Marketing Fund, which we administer for the benefit of all ROBEKS® stores. As the administrator, we direct all advertising and marketing programs and have the right to make all decisions over all creative concepts, materials and endorsements, and the geographic, market and media placement of all programs. We do not promise that we will spend the Marketing Fund in any given geographic region or that the benefits you receive will be in proportion to your contributions. We are not required to spend any particular amount on marketing, advertising or promotion in the area in which your Robeks® store will be located.

We may terminate and resume the Marketing Fund periodically during your franchise term. However, any decision to terminate or resume the Marketing Fund will apply to all franchisees equally. We will not terminate the Marketing Fund before making arrangements to spend or rebate any balance in the Marketing Fund after payment of all expenses. If we resume the Marketing Fund, we will collect Marketing Fees at the rate specified in your Franchise Agreement at that time.

We may use the Marketing Fund to pay for the cost to prepare and produce advertising, marketing and promotional materials; purchase media space or time; administer local, regional, and national advertising, marketing and promotional programs, including buying direct mail and other media advertising; conduct social media and other electronic advertising and marketing promoting the ROBEKS® System and ROBEKS® Marks; employ branding, advertising, public relations and media buying agencies to assist us in these activities; and support public relations, market research, and other advertising, marketing and promotional activities. Additionally, we may use the Marketing Fund to furnish our franchisees with marketing items, advertising and promotional formats and materials, like advertising art, radio and television commercials, musical jingles, print advertisements, point of sale materials, promotional graphics, take-away graphic menus, various coupons, outdoor advertising art, direct mail pamphlets and literature, and electronic listings on social media platforms and on websites, in our judgment. Upon request, we may agree to provide you with multiple copies of Marketing Fund marketing, advertising, and promotional materials if you pay us to reproduce the materials for you. We intend to use the Marketing Fund to support the cost of maintaining the Robeks.com website and other websites used for marketing support. Our website will identify all ROBEKS® stores by street address.

We will charge the Marketing Fund for our cost of maintaining a toll-free telephone number and system-wide Intranet to the extent we use each to provide our franchisees with marketing assistance.

We will account for the Marketing Fund separately from our other funds. The Marketing Fund will not be held in a trust or escrow account. We do not use the Marketing Fund to solicit new franchise sales. Out of the Marketing Fund, we may pay ourselves for the direct costs, salaries, travel expenses, administrative costs, and other direct overhead we incur to administer the Marketing Fund, including the cost of preparing the annual accounting, expenses to collect Marketing Fees from delinquent franchisees, costs to develop and execute specific marketing and advertising programs (including costs for market research and production), and costs to fund the annual meeting of franchisees if we elect to hold one. In any given year, we may spend more or less than the total amount we collect for that year. We may carry-forward any Marketing Fund surplus or deficit to a future fiscal period. We treat interest paid on Marketing Fund balances as additional Marketing Fund revenue. We will prepare an annual unaudited income and expense statement showing Marketing Fund collections and expenditures, and will furnish you with a copy

upon your written request. We may, from time to time, request input and advice from our franchisees on strategic, tactical and marketing matters and may form a committee comprised of franchisees in connection with such requested input. We have the right to form, change or dissolve any such committee of franchisees.

For ROBEKS® stores that we or an affiliate owns, we or the affiliate will contribute to the Marketing Fund at a rate that is equal to the lowest percentage contribution rate that any ROBEKS® franchisee then pays to the Marketing Fund.

During our last fiscal year, Marketing Fund expenditures fell into the following categories:

Creative Agency and Production Materials	27%
Media Placement	3%
Digital Media/Social/Email	23%
Administrative Expenses	37%
Other (Product Innovation, Research, Customer Sentiment, Trademarks, and Miscellaneous)	10%
TOTAL	**100%**

There is no advertising council composed of franchisees that would advise us on advertising policies.

Local Advertising and Marketing

You are required to spend a minimum of 2.5% of Net Sales for approved local advertisements and marketing, in accordance with your Store's Local Store Marketing Plan that you shall annually prepare and submit to us for our approval. We will give you guidance in developing the Local Store Marketing Plan including related budgets, in the form of marketing workbooks and related training. We have the right to require you to submit substantiation of local advertising and marketing expenditures and to audit your records relative to local advertising and marketing. You may not use any advertising, promotional, or marketing materials until we approve them and then only in such form or format as we approve. As a condition of our approval, you must permit us, the Marketing Fund and our other franchisees to use these materials without compensation. To apply for our approval, you must submit a copy or transcript of the materials in the exact form you intend to use them. We have 15 days to review your request. If you do not receive our written approval within 15 days, that means we do not approve your materials (unless we notify you that we need additional time to review your materials). (Franchise Agreement, Paragraph 10.A.)

We may form, change, dissolve, or merge local advertising groups or cooperatives. If two-thirds of the ROBEKS® stores in your specific geographic area (that we designate) approve the formation of a regional advertising cooperative or an advertising group, you must become a member and be bound by the cooperative's (or the group's, as applicable) governing rules regardless of whether you vote in favor of the formation or not. The level of contributions by each franchisee in the cooperative or advertising group will be decided by the same two-thirds approval, and any such contributions shall be in addition to the Marketing Fees described in Item 6. We will establish the boundaries of each regional advertising cooperative or group based on various factors including geographic boundaries of local media markets. The purpose of the regional advertising cooperative or advertising group will be to pool member contributions to purchase media and engage in collective marketing efforts that specifically benefit ROBEKS® stores in the designated geographic area. Subject to the terms of the Franchise Agreement, the members of any regional cooperative or group to which franchisee is assigned will elect their own officers and directors. We will establish the bylaws for each regional cooperative or the governing rules for each advertising group. Any advertising agency or vendor used by the cooperative or the group must be approved by us.

You may not independently advertise on the Internet, establish local or regional websites, profiles, profiles on any social media platforms or other interactive media platforms. We have the sole right to manage all online listing information and reviews related to the ROBEKS® stores and the ROBEKS® system (including but not limited to a store's Google or Yelp listing). Any of your Internet or digital advertising must be approved in writing in advance by us. You must comply with all of our social media and digital media policies and guidelines.

In addition, you must participate in any loyalty and gift card programs and other marketing and promotional initiatives that we may from time to time establish with approved vendors. You must be in compliance with any rules and participation criteria applicable to these programs. We have the right to modify the participation criteria or discontinue such initiatives at any time upon written notice to you. See also Item 8.

Grand Opening Advertising

For each ROBEKS® store that you open, we require you to spend a minimum of $7,500 on grand opening advertising, marketing and promotion within 90 days after the store opens. If you are a transferee, you are required to spend $5,000 on grand opening advertising, marketing and promotion. This obligation is in addition to the contributions you must make to the Marketing Fund.

We will give you guidance in developing a grand opening promotional program and implementation plan. Grand opening advertising and marketing is subject to our approval, which you must obtain in the same manner as for local advertising and marketing. We will count towards your minimum grand opening obligation all expenses that you incur or pay for advertising and promotion that directly benefit the Store if you use, distribute or broadcast the advertising, marketing or promotion either within the 30 days before, or within the first 90 days after, your ROBEKS® store opens for business to the public. With our prior written approval, we will also count towards your grand opening requirement your direct costs to purchase any Proprietary Products or Non-Proprietary Products for use in connection with a free product offer that you advertise or otherwise promote within this same period. You must account for your grand opening expenditures by submitting reports to us upon our request on forms that we include in the Manual (Franchise Agreement, Paragraph 10.B).

Manual

We will provide you with either a paper version or an electronic version of our Manual and any updates. Our Manual contains proprietary information and you must keep such information confidential. Attached as Exhibit I is the Table of Contents for the Manual. The Manual has approximately 184 pages.

The Manual contains both mandatory standards and recommended standards. Any required standards exist to protect our interests in the System and our trademarks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be set forth in the Manual or other written materials. The Manual also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative; provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the System and our trademarks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

Site Selection

We consider the following factors in approving locations for ROBEKS® stores: (i) foot and vehicular traffic; (ii) general cleanliness and security of the area; (iii) parking availability; (iv) visibility and street exposure; (v) rental rates and lease terms; (vi) placement of a particular site within multi-tenant development; (vii) lighting; (viii) square footage and configuration of the premises; (ix) other amenities; (x) compatibility of adjacent tenant mix; (xi) proximity of other ROBEKS® stores and competitors; (xii) convenient ingress and egress; (xiii) availability of patio seating and other enhancements conveying a healthy lifestyle image; (xiv) demographic data for the market area served by the proposed store, including population age, size and income levels and residential and commercial usage; (xv) strategic positioning within your market area; and (xvi) building, health, sign, and other applicable codes, ordinances, regulations and restrictions.

If your store is in our existing Regional Director's territory, the Regional Director will apply these same factors in helping you prepare a site proposal for our approval.

For future Stores developed under an Area Development Agreement, we will approve sites based upon our then-current standards for sites.

While we may offer you possible sites, we have no obligation to do so. You are responsible for investigating potential sites in a geographic area available for franchise development. You must present us with one or more proposed sites meeting our general demographic and physical criteria in the form of a comprehensive written site package that includes a letter of intent or comparable agreement with the landlord of the site indicating that the landlord is willing to enter into a lease and our Addendum to Lease. (Franchise Agreement, Paragraph 3.A.) We retain the option to deny any site that does not meet our site selection criteria. We do not typically own nor lease the office location premises to our franchisees.

Computer Systems; Digital Ordering, Point of Sale and Peripheral Restaurant Solutions

ROBEKS® store franchisees must purchase, use, and maintain, at their cost, a point-of-sale (POS) system that we approve. Currently, we only have a ROBEKS® approved Restaurant POS Solution by Toast, Inc., but reserve the right to change our approved POS system vendor upon prior notice to franchisees. You may only use approved hardware and software in connection with the POS system. The required minimum hardware configuration includes one front-of-the-house POS terminal and one personal computer (PC) or laptop with all approved network devices. Additionally, you must install a receipt printer for each terminal and one remote kitchen printer and a device to process contactless payments and a scanner. The Restaurant POS Solution must maintain the minimum software configuration requirement on each computer/terminal/display. The upfront acquisition cost of the POS system is $3,000 to $5,000 depending on your setup. A leasing program for the purchase of the equipment may be available dependent on qualification. All hardware and software specifications are in the Manual. We may specify different hardware and software systems in the future, including proprietary software that we develop exclusively for the ROBEKS® System. There are no contractual limitations on the frequency or cost of upgrades or changes in the computer system that we may impose. The POS software maintenance, license and support service cost is currently $145 to $160 per month. Software fees are generally prorated for the first month at the time of purchase and are charged in monthly installments after that. In addition, you must pay us a fee (currently $149 per month), via ACH, as a license fee for the use of the current loyalty and gift card programs software, which fee we pass onto the third-party providers. In addition, you must pay directly to the third-party providers fees for the use of our current digital ordering/delivery program (the base fees vary, currently ranging from $55 - $230, depending on total sales volume), plus any related advertising fees that our approved delivery vendors charge (which vary by vendor and based on sales volume and may be up to 27% of the order total). We have the right to change loyalty/gift card and digital ordering/delivery

programs and vendors at any time, as well the related fees. We have no contractual obligation for maintenance, repairs, updates and upgrades to your computer system.

Currently, Toast, Inc. requires the use of Toast Payments for their POS merchant services and Olo Pay as the merchant services for the processing of digital ordering and delivery credit card transactions.

You must also purchase, install and operate at least two self-service kiosks at your store. Our current designated supplier of the kiosks is Resource Point of Sale. The acquisition cost of the two kiosks is currently $4,788, and you must also pay, directly to the supplier, monthly software fees for use of the kiosks platform (currently $175 per month for up to three kiosks).

We reserve the right to require you from time to time to use, at your cost, other designated project and business management software applications (including self-service kiosks, digital displays along with a content management system, general ledger and financial reporting software, payroll and scheduling tools). If we specify such requirements, we may charge you a fee to use the software on either a per project basis or based on the use of the software over a designated period of time.

Unless stated otherwise, we require you to purchase computer hardware and software applications meeting our specifications from any approved third party vendor. You must pay for all costs to acquire and install the equipment and software, and for ongoing maintenance of software licenses and hardware, Help Desk, and all upgrades that we require. (Franchise Agreement, Paragraph 12.C.) In our experience, most of the computer hardware will have a manufacturer's warranty that you can extend at additional cost. Purchasing, setup, and support services for the computer systems are provided by suppliers that we have approved.

You must participate in all digital ordering and delivery programs that we may establish with approved supplier(s). You must comply with any participation criteria and other rules applicable to such programs. (Franchise Agreement, Paragraph 13.E).

You must have a broadband internet connection along with the latest version of a compatible internet browser, for the purpose of accessing system communications, implementing, and maintaining the POS system and collecting and transmitting sales and back-office data, gift card/loyalty authorizations and digital/delivery orders. You must maintain a dedicated high speed internet connection that permits on-line communication between your computer system and our computer systems, and our independent access to and retrieval of data from your computer and cash register systems with access available to us at all times. We will have independent access to the data that will be generated and/or stored in your computer system. We may designate the specifications of your internet connection equipment, internet service, and internet service provider, including the speed at which data is transferred (Franchise Agreement, Paragraph 12.C.) Nothing limits our right to access or use the data we retrieve. Although we do not do so at the time of this Disclosure Document, we may require you to participate in our website and to submit information through an intranet system we develop.

TRAINING PROGRAM

In-Store Training (Initial Operations training) – 80 hours over 10 days with most hours in a certified training center that we designate, and a few hours in office.

Column 1 SUBJECT	Column 2 HOURS OF CLASSROOM TRAINING	Column 3 HOURS OF ON-THE-JOB TRAINING	Column 4 LOCATION
IT/Technology, digital ordering, POS training	2	10	At a Certified Training Center that we designate and/or the Robeks Support Center
Product preparation		24	At a Certified Training Center that we designate
Product management (order receiving)	1	10	At a Certified Training Center that we designate
Day to day store operations (opening/closing, equipment and facilities management)		13	At a Certified Training Center that we designate
Administration and Cash Management	2	10	At the Robeks Support Center and at Certified Training Center that we designate and/or the Robeks Support Center
Customer Service training	1	6	At the Robeks Support Center and at Certified Training Center that we designate and/or the Robeks Support Center
Validations and Assessments	1		At a Certified Training Center that we designate and/or the Robeks Support Center

New Store Opening (Store opening support) - 40 hours in your store only.

Column 1 SUBJECT	Column 2 HOURS OF CLASSROOM TRAINING	Column 3 HOURS OF ON-THE-JOB TRAINING	Column 4 LOCATION
Store set up		8	Your Store
Support training of new staff		20	Your Store
Follow up to Franchisee training as needed		4	Your Store
Support operation on day 1/soft open		8	Your Store

Additional Training - 20 hours in a Certified Training Center that we designate and/or the ROBEKS® Support Center.

Column 1 SUBJECT	Column 2 HOURS OF CLASSROOM TRAINING	Column 3 HOURS OF ON-THE-JOB TRAINING	Column 4 LOCATION
Marketing training & Initial Support	5	11	At a Certified Training Center that we designate and/or the Robeks Support Center and Your Store
Financial training	2		At a Certified Training Center that we designate and/or the Robeks Support Center and Your Store
Operations	2		Your Store

Before you open your ROBEKS® store, at a minimum, you and the person you designate to operate your Store must attend and successfully complete to our satisfaction our In-Store Training, qualify as a Certified Manager and participate in New Store Opening Training, all before the Store opens for business. The training must be completed three to six weeks before you open your Store. We conduct our training program in Los Angeles, California at various times during the year, depending on the number of new franchisees entering our franchise system. In addition, your Certified Manager must successfully complete a nationally recognized third-party Manager Food Safety Certification prior to attending our In-Store Training. Your Certified Manager is responsible for training your other Store-level managers and employees to our satisfaction. We reserve the right to modify the training program at any time. The principal instructional materials used during training are our Training Manuals. Mike Pisani, our Vice President of Operations, is in charge of our training program. He has been our Vice President of Operations since November of 2021 and has 30 years of experience in field operations and training. See Item 2 for Mr.

Pisani's bio. Other instructors in the training program will assist Mr. Pisani and their experience in various aspects of the operation of a ROBEKS® store ranges from 5 years to 30 years.

You may send up to 2 people to attend the training, provided that they attend all sessions at the same time. If you want to send more than 2 people to the training that we provide for your first ROBEKS® store, or if you wish to send 2 people at different times, we charge a training fee. We may limit enrollment based on space availability. Otherwise, you pay no fee or tuition to us for the In-Store Training, New Store Opening Training and any additional training for your first ROBEKS® store.

Before we will provide the New Store Opening Training, you agree to qualify at least one person as the Certified Manager. Your candidate must pass our proficiency examination, which currently consists of both a written and practical (hands-on) test. To be eligible to take our proficiency examination, the candidate must have completed our manager training program and hold a valid Manager Food Safety Certification from a nationally recognized third-party provider.

If we hold an annual or semi-annual meeting for franchisees (whether national or regional), you must also attend it, at your expense (see Item 6), and any other training we designate as required. We may also require you to attend and complete a "refresher" training course or advanced training course if we determine that you are not current on all aspects of the System or are otherwise in need of training.

Any training provided by us to any of your employees will be limited to training or guiding the employees regarding the preparation and sale of approved products to customers in a manner that reflects the customer service standards of the System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your employees. You are solely responsible for ensuring that your employees receive adequate training.

If you locate your ROBEKS® store in our existing Regional Director's territory, our Regional Director may discharge for us some or all of the obligations that we describe in this Item 11. The Franchise Agreement allows us to delegate these responsibilities. Therefore, the term "we" in this Item 11 (and elsewhere where this Disclosure Document describes our obligations under the Franchise Agreement) refers interchangeably to us and to the Regional Director who services a territory that includes your ROBEKS® store.

ITEM 12

TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from stores that we or our affiliates own, from other channels of distribution such as retail sales, and from competitive brands that we may control. You may not use, and we reserve for ourselves and our affiliates all rights to use, all other distribution rights and channels that we do not expressly grant to you, including Internet sales using the ROBEKS® Marks or other marks; provided that we may require you to participate in any digital ordering and delivery system that we approve from time to time. We do not compensate you for soliciting or accepting orders anywhere regardless of the proximity to your Store location. By distribution rights, we mean all forms and channels of distribution, regardless of whether we use the method now or adopt it in the future. For example, we may, directly or through one of our affiliates, (i) sell ROBEKS® Premium Nutritional Boosts and other Proprietary Products (including pre-packaged food, snacks and beverage items; books; juicers and other equipment; clothing; souvenirs and novelty items) through other retail and wholesale channels of distribution (including by means of the Internet, mail order catalogues, direct mail advertising, and from supermarkets, health food stores, and other food stores that do

not do business under the ROBEKS® name); (ii) operate other kinds of businesses under the ROBEKS® Marks; and (iii) operate other retail and wholesale concepts that feature nutritional products, fruit smoothies, vitamins, energy and diet products, and other products similar to those featured at ROBEKS® stores, but under trade names dissimilar to the ROBEKS® Marks.

Under our current digital ordering/delivery program, the customer chooses the ROBEKS® store at which the customer wishes to pick up its order. If the customer does not choose a specific ROBEKS® store or requests delivery, then we will assign the order to the ROBEKS® store that is the closest distance to the customer's location. For avoidance of doubt, you do not receive any territory protection under any approved digital ordering/delivery program.

We may develop other formats for ROBEKS® stores. At this time, we do not plan to offer or sell franchises for other formats for ROBEKS® stores. Except as we disclose in this Item 12, we do not grant any exclusive or protected territory. We and our affiliates may establish other similar and dissimilar businesses anywhere we want that compete with you.

ROBEKS® Store Franchisees

The Franchise Agreement grants you the right to operate a single ROBEKS® store at a specific location selected by you and approved by us. The Franchise Agreement does not grant you any exclusive territory or any other territorial rights or protection of any kind. The franchise rights that we grant to you are non-exclusive and do not confer any preferential right to serve particular customers. You may not engage in wholesale sales of any kind without our prior written consent. "Wholesale sales" includes the sale or distribution of merchandise or products to a third party for resale, retail sale, or other method of distribution. We do not grant to you any options, rights of first refusal, or similar rights to acquire additional franchises within any particular territory.

If (i) your Lease expires or terminates for reasons other than your breach; (ii) the franchise location or building in which the Franchised Business is located is destroyed, condemned or otherwise rendered unusable; or (iii) the parties mutually believe that relocation will increase the business potential of the franchise, you must relocate the Franchised Business, at your sole expense, to a new location selected by you and accepted by us, according to our then-current site selection procedures as specified in the Manual.

Area Development Agreement

If you are an Area Developer, you will receive a protected "Territory" within which you will have certain rights to develop multiple Stores. You will not receive an exclusive territory under the Area Development Agreement. You may face competition from other franchisees, from outlets that we own or from other channels of distribution or competitive brands that we control. The Territory will vary in size, depending on the number of Stores you intend to develop and operate, the population density, the demographics in the area in which you desire to operate, and other factors. We will agree on the boundaries of the Territory before you sign the Area Development Agreement. We cannot establish another franchise or company-owned ROBEKS® store in the Territory so long as you meet the minimum development schedule and comply with all other provisions described in the Area Development Agreement and you otherwise comply with the provisions of each related Franchise Agreement. Other than this territory protection, we reserve all other rights as more fully described in the first paragraph of this Item 12. These reserved rights include the right to (i) develop, operate and franchise restaurants or other businesses within the Territory at Non-Traditional Venues; or (ii) distribute products using the ROBEKS® Mark in the Territory through alternative channels of distribution. A "Non-Traditional Venue" means a hospital or medical center, airport, public or private school, university or college campus, train or bus station, convention center, exhibition hall, amusement park, fairground, sports arena, military base, state or national park, hotel, lodge,

country club, social club, resort, casino, theater or ghost kitchen. Neither we nor our affiliates are required to compensate you as a result of us exercising in your Territory any of our rights described in this Item.

For future Stores developed under an Area Development Agreement, sites and territories will be determined or approved using our then-current standards for site approval and territories.

We may terminate the Area Development Agreement if: (i) you fail to enter into Franchise Agreements with us within any period prescribed under the Development Schedule; (ii) you fail to comply with any other items and conditions of the Area Development Agreement; or (iii) any of your individual Franchise Agreements is terminated (except by mutual agreement).

ITEM 13

TRADEMARKS

The Franchise Agreement licenses you to use the service mark ROBEKS®, as well as other trademarks, service marks, trade names, and commercial symbols (collectively, the "Marks"). Our Parent also claims common law trademark rights for all of the Marks. Our Parent has filed or intends to file all required affidavits and renewals for the Marks listed below.

Principal Trademarks	Register	Registration Number	Registration Date
ROBEKS	Principal	2,805,045	1/13/2004
	Principal	6,644,172	2/15/2022
	Principal	4,866,255	12/8/2015
	Principal	4,859,580	11/24/2015
	Principal	5,045,282	9/20/2016
Fruit Smoothies and Healthy Eats	Supplemental	2,828,722	3/30/2004

Our Parent has licensed us the perpetual right to use the Marks and to sublicense the use of the Marks for the operation of retail stores under a license agreement effective June 15, 2000. Our Parent may

terminate the license agreement if either we or any franchisee misuses the Marks in a way as to materially impair the goodwill associated with the Marks or if we are dissolved, become insolvent, or (except for our right to sublicense the Marks to franchisees) assign our rights under the license agreement without our Parent's consent. The license agreement contains no other limitations.

We have the right to change the Marks from time to time. Your use of the Marks and any goodwill is to our and our Parent's exclusive benefit and you retain no rights in the Marks. You also retain no rights in the Marks upon expiration or termination of your Franchise Agreement. You are not permitted to make any changes or substitutions of any kind in or to the use of the Marks unless we direct in writing. We may change the System presently identified by the Marks including the adoption of new Marks, new menu items, new products, new equipment, or new techniques and you must adopt the changes in the System, as if they were part of the Franchise Agreement at the time of its execution. You must comply within a reasonable time with our written direction to discontinue or modify your use of any Mark. We will have no liability or obligation as to your modification or discontinuance of any Mark.

There are currently no effective material determinations by the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, or any pending infringement, opposition or cancellation proceeding, or any pending material litigation, involving the Marks. There are currently no agreements in effect that significantly limit our rights to use or license the use of any Marks in any manner material to the franchise. There are no infringing uses actually known to us that could materially affect your use of the Marks.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of the Marks, or to participate in your defense or indemnify you, although we will defend you against a third party claim if you notify and cooperate with us and the claim against you is not based on your misuse of the Marks or System. We reserve the right to control any litigation related to the Marks and we have the sole right to decide to pursue or settle any infringement actions related to the Marks. You must notify us promptly of any infringement or unauthorized use of the Marks of which you become aware. If we determine that a trademark infringement action requires changes or substitutions to the Marks, you must make the changes or substitutions at your own expense.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no copyrights currently registered that are material to the franchise, although we do claim copyright ownership and protection in this Disclosure Document, our Franchise Agreement, our Area Development Agreement, the Manual and various sales promotional and other material published from time to time. There are no patents or patent applications material to the franchise.

You may not duplicate, disclose, or disseminate the contents of the Manual without our prior consent. You must restrict access to the Manual. We may modify the Manual at any time. We will notify you of all changes in writing and you must promptly adopt the changes at your cost. You must return the Manual to us when the Franchise Agreement expires or terminates. You must keep and maintain the confidentiality of all proprietary information, including the Manual. You must keep any and all copies of the Manual updated and in a secure or locked receptacle when not in use. If there is a dispute over the current version of the Manual, the terms of our master copy will control. If you lose any volume of the Manual, we may charge you a fine for loss of trade secrets.

Neither we nor our Parent are aware of any agreements or third party claims or infringing uses that might limit our use or your use of the Manual. Our Parent has not informed us, and we are not aware, of

any current determinations of the Copyright Office or any court, or any pending interference, opposition or cancellation proceedings, or material litigation involving any materials in which our Parent claims a copyright or regards as proprietary or its trade secret.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF YOUR RETAIL STORE

ROBEKS® Store Franchisees

Each of your owners, employees, and agents who have access to any information that we deem to be proprietary or confidential must enter into a written confidentiality agreement either with us or with you in a form we provide or approve.

If you are a corporation, limited liability company, or other business entity, then each person who owns 25% or more of the equity or voting interests of the business entity must execute a Personal Guaranty (Schedule B to Franchise Agreement) agreeing to be jointly and individually liable for all of your obligations under the Franchise Agreement. This applies also to persons who acquire a 25% or greater interest after you sign the applicable contract. If no person owns 25% or more of the equity or voting interests of the business entity, we may require that all owners execute a Personal Guaranty.

You are an independent contractor and not our representative, partner or employee. You have no authority to make any contract, agreement, warranty, or representation or create any obligation binding on us.

We do not require that you or your Primary Owner devote full time and attention to day-to-day store operations, although you are responsible for the acts and omissions of your Certified Managers and other employees and agents and you must possess the same operational knowledge of the System that a Certified Manager is required to possess. If you will not devote full time and attention to operational management of your ROBEKS® store on the date that it is ready to open, at least one other person must earn the Certified Manager designation before we will provide New Store Opening Training for your first ROBEKS® store.

Your ROBEKS® store must be under the direct, personal supervision of at least one Certified Manager who devotes his or her full time and attention to fulfilling Certified Manager duties. The Certified Manager is not required to have an equity interest in the franchisee. No person may serve as the designated Certified Manager of more than one ROBEKS® store at any time. You must immediately notify us if the designated Certified Manager for your ROBEKS® store changes.

Due to the possibility of personnel turnover, we recommend that you qualify more than one person as the designated Certified Manager. If you lose your designated Certified Manager, you will have 90 days to hire a replacement Certified Manager who devotes full time and attention to fulfilling Certified Manager duties. You may designate yourself or your Primary Owner as the Certified Manager only if you actually devote full time and attention to fulfilling the duties of the Certified Manager as required by the Franchise Agreement until such time as another person qualifies as your ROBEKS® store's Certified Manager.

We establish and may change the criteria for designation as a Certified Manager at any time effective upon written notice. Our notice will specify any additional training and other requirements applicable to new Certified Managers, which existing Certified Managers must complete to maintain their designation as a Certified Manager. We give Certified Managers 90 days after the new criteria become

effective within which to satisfy the additional training and other requirements without losing their designation as a Certified Manager.

As the owner of franchise rights, you must control the manner and means of operating your ROBEKS® stores and exercise complete control over and responsibility for your employees. You must prominently display appropriate notices in a format that we designate to inform the public that you independently own and operate your retail stores and business under license from us and are not our agent.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may operate your ROBEKS® store only at the location that we approve and nowhere else, except with our prior written approval. You may relocate a ROBEKS® store only to a location that we approve in writing. Relocation is subject to certain conditions that we specify in the Franchise Agreement.

You must offer all of the products and services that we designate are part of the ROBEKS® System, and nothing else, except with our prior written approval. You must also offer to customers digital ordering and delivery services pursuant to digital ordering/delivery programs that we may from time to time establish with approved vendors and comply with our specifications regarding food handling, delivery vendor, delivery territory, insurance, and similar matters and you must observe all applicable laws and regulations that govern your business.

We do not restrict the prices at which you sell any products or services.

Your operations must comply with all applicable laws and regulations, including those that pertain to the sale of goods, food labeling, handling and storage, health and sanitation and the Americans with Disabilities Act. You are responsible for investigating what laws and regulations apply to your business and for ensuring compliance with them.

You may sell only to retail customers. Except through any digital ordering/delivery program that we may designate from time to time, you may not conduct business on the Internet, through mail order catalogs, or by other remote means not involving local delivery, and you may not accept orders for shipment or delivery either on-premises or off, unless the customer places the order by a person to person telephone call directly to one of your retail stores. You must participate in any digital ordering/delivery programs that we may designate from time to time. Under our current digital ordering/delivery program, the customer chooses the ROBEKS® store at which the customer wishes to pick up its order. If the customer does not choose a specific ROBEKS® store or the customer requests delivery, then we will assign the order to the ROBEKS® store that is the closest distance to the customer's location.

We promote the ROBEKS® brand through our website, "Robeks.com," which provides extensive resources for health and nutrition-related products and information. We may require you to participate in any e-commerce programs that we may implement, to serve as a retail support center or in another capacity that we designate.

Except as disclosed in this Item, we do not impose any restrictions regarding the customers to whom you may sell authorized products and services.

Any variation from our mandatory requirements requires our prior written approval. We grant approval only in exceptional cases in our judgment. Any exception made for another franchisee does not have to be made for you.

We have the right (i) to add additional branded Proprietary Products to the list of items (like ROBEKS® Premium Nutritional Boosts) that you must offer for sale; (ii) to modify and discontinue the list of Proprietary Products that you must sell; and (iii) to add, modify, and discontinue our approval of suppliers from whom you may or must buy Proprietary Products and Non-Proprietary Products. We communicate all changes by written bulletin or revisions to the Manual. No limits apply to our right to impose these modifications. After notice from us, you will be given a reasonable amount of time in which to implement these changes, to discontinue selling particular items which we delete from the approved list, and to discontinue buying from suppliers who may no longer be on our approved list.

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	PROVISION	SECTION IN AGREEMENTS	SUMMARY
A.	Length of Franchise Term	4.A (FA)	10 years
		4.A (ADA)	Varies depending upon number of stores to be developed.
B.	Renewal or extension of the term	4.B (FA)	Two successive renewal options, each for a 10-year term.
		None in ADA	Not applicable.
C.	Requirements for you to renew or extend	4.B (FA)	You must be in good standing under the FA, give timely notice of election to renew, sign a general release (Exhibit D), pay the renewal fee (Item 6), complete then-current training and sign our then-current form of franchise agreement (which may contain terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements and territorial rights; however, the royalty fee and marketing fee will remain the same.)
D.	Termination by you	17.A (FA) None in ADA	You may terminate the FA if we materially breach the FA and fail to cure or begin to cure within 30 days after we receive your written notice, subject to state law.
E.	Termination by us without cause	None	Not applicable.
F.	Termination by us with cause	17.B (FA) 7B (ADA)	We may only terminate the FA or the ADA for good cause, e.g., your default.

	PROVISION	SECTION IN AGREEMENTS	SUMMARY
			Termination of the FA (without mutual agreement) automatically allows us to terminate the ADA. Termination of one FA does not result in automatic termination of your other FAs.
G.	"Cause" defined – curable defaults	17.C (FA)	You have 10 days after notice to cure a failure to pay fees or submit reports to us; otherwise, you have 30 days after notice to cure any other default not included in the list of non-curable defaults.
		7B (ADA)	Defaults under the ADA, including failure to meet development schedule.
H.	"Cause" defined-non-curable defaults	17.B (FA)	Non-curable defaults include: failure to agree upon the franchise store location within the time allowed in the FA; failure to sign a lease or open the store on time; loss of possession of the real estate for cause; a material misrepresentation or omission in your application; conviction or plea of no contest to a crime or offense that adversely affects you or your retail store's reputation; misuse of the Manual, the ROBEKS® Marks, or any confidential information or trade secrets; sale of unauthorized merchandise or services; receipt of 3 or more notices of default within any 24 month period; the unauthorized closure of your retail store or failure to actively operate it for any length of time; unauthorized assignment or attempt to assign the franchise; false reporting; your bankruptcy or insolvency; your dissolution (if you are a business entity); failure to comply with laws and regulations within 10 days after being notified of non-compliance; or an imminent danger to public health or safety; or failure to cure a default under another agreement pertaining to the franchised business.
		7B (ADA)	Non-curable defaults: insolvency, receivership, assignment for creditors, unsatisfied judgment, foreclosure or termination of an individual Franchise Agreement.
I.	Your obligations on	18.A (FA)	Your obligations include: complete de-identification; at our request, assign the store lease to us; cease using the ROBEKS®

	PROVISION	SECTION IN AGREEMENTS	SUMMARY
	termination/non-renewal		Marks; stop selling ROBEKS® Proprietary Products and sell them to us at your cost; sign general release; assign us your telephone numbers, social media accounts and business listings; pay all sums that you owe to us and any damages that we sustain in enforcing the termination provisions of the FA, including liquidated damages; return the Manual and any other confidential or proprietary information. You and Covered Persons must comply with the covenants not to compete. We have the right to purchase assets of the store (also see N., O. and R. below).
		8 (ADA)	Pay all sums owing and cease development
J.	Assignment of contract by us	19.A (FA) 9 (ADA)	No restriction on our right to assign.
K.	"Transfer" by you-defined	19.B (FA)	Includes transfer of FA, transfer of substantially all assets, or change in ownership of a controlling interest of a corporate, limited liability company, partnership, or business entity franchisee or by any person who owns at least 25% of the outstanding ownership interests
		9 (ADA)	Includes sale or transfer of an interest in ADA, assets or in Area Developer
L.	Our approval of transfer by you	19.B (FA)	Transfers require our prior written consent, which we agree not to unreasonably withhold. To obtain our consent, all transfer conditions that we state in the Agreement must be met. The transferee must sign our then-current contracts and receives the unexpired term of your franchise and the remaining renewal rights. The royalty fee and marketing fee will remain the same, however. Any Store must be open and operating before the Store and the Franchise Agreement for that Store can be transferred.
		9.B (ADA)	We must consent to transfer, you must be in compliance with Area Development Agreement and Franchise Agreement, we approve the transferee and you pay the transfer fee. You may not transfer during first year of Agreement and you must transfer at least three Stores as part of the transaction.

	PROVISION	SECTION IN AGREEMENTS	SUMMARY
M.	Conditions for our approval of transfer	19.E (FA)	A new franchisee must submit a new application and qualify, sign our then-current Franchise Agreement and pay a non-refundable transfer fee of $10,000 (or $5,000 transfer fee for existing Robeks franchisees) in exchange for assuming the existing term and renewal rights; transferee must spend at least $2,500 on grand opening advertising; you sign a general release; no outstanding defaults; training successfully completed; we approve terms of sale; covenants against competition (see R. below).
		9.B (ADA)	We must consent to the transfer, you must be in compliance with the Area Development Agreement and Franchise Agreement, we approve the transferee, and you pay the transfer fee.
N.	Our right of first refusal to acquire your business	19.C (FA) 9.C (ADA)	We can match any third party offer to buy the franchise, ADA assets, or controlling interest that is the subject of a proposed transfer. We have 30 days in which to exercise our right of first refusal.
O.	Our option to purchase your business	18.B (FA) None in ADA	Right to purchase tangible assets only upon termination or expiration of the Franchise Agreement.
P.	Your death or disability	19.H (FA) None in ADA but subject to transfer provisions of ADA and FA.	We treat your death or Incapacity (a term that we define in the Agreement) as an event of transfer subject to all transfer conditions. Your heirs can qualify or they or your legal representative must assign the franchise to an approved buyer within 180 days; otherwise, we can terminate the Agreement.
Q.	Non-competition covenants during the term of the franchise	16.B (FA) 12.A (ADA)	Extends to each "Covered Person" (a term that we define in the Franchise Agreement); prohibits direct or indirect involvement with any competitive business.
R.	Non-competition covenants after the franchise is terminated or expires	16.B (FA) 12.A (ADA)	Extends to each "Covered Person" (see Q. above); same activities prohibited as in Q. above; applies anywhere within (i) 10 miles from your ROBEKS® stores, and (ii) 10 miles from every other ROBEKS® store worldwide, regardless of whether it opens before or after you sign the Franchise Agreement. Applies for 2 years after the

	PROVISION	SECTION IN AGREEMENTS	SUMMARY
			Franchise Agreement or Area Development Agreement expires or terminates.
S.	Modification of the agreement	24.H (FA) 12.K (ADA)	May not be modified except by a written agreement that you and we both sign. We have the right to modify or change the ROBEKS® System through changes in the Manual.
T.	Integration/ merger clause	24.J (FA) 12.K (ADA)	Only the terms of the Agreements are binding (subject to state law). Any representations or promises made outside the Franchise Agreement, Area Development Agreement and Disclosure Document may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in this Franchise Disclosure Document, its exhibits and amendments.
U.	Dispute resolution by arbitration or mediation	22 (FA) 11 (ADA)	All disputes must be submitted to a mediation hearing conducted according to the procedure stated in the Agreement, except for specific disputes where we may proceed directly to court and apply for interim (e.g., injunctive) relief. Mediation will be held at our offices. Disputes that cannot be resolved through mediation or negotiation then will be submitted to arbitration in the city where our headquarters are located (currently Los Angeles, CA).
V.	Choice of forum	22.C (FA)	Subject to applicable state law, any claims seeking injunctive or similar interim relief must be brought in the federal or state courts with jurisdiction that encompasses either the store location or our headquarters. (See State Addenda)
		12 (ADA)	Subject to applicable state law, arbitration must be held in Los Angeles, CA. (See State Addenda)
W.	Choice of law	22.D (FA)	Subject to applicable state law, applicable law of the state where the store is located governs. (See State Addenda)
		12.G.1 (ADA)	Subject to applicable state law, law of the state where the Territory is located governs.

ITEM 18

PUBLIC FIGURES

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

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

As used in this Item 19, "**Net Sales**" means the aggregate of all sales and other income from each ROBEKS® store, whether payment is in cash, by credit card, Gift Cards, or other generally accepted form of payment, including all proceeds from any business interruption insurance, the sale of Proprietary Products and wholesale transactions (if you obtain our permission first; otherwise, we prohibit wholesale transactions), but specifically excluding: (1) sales taxes and other taxes separately stated that you collect from customers and pay to taxing authorities; (2) refunds and credits made in good faith to arms' length customers; (3) the proceeds that you receive on the sale of Gift Cards to your customers; and (4) the discount value of any coupon, voucher, or other allowance that we authorize at the time you redeem the customer's coupon, voucher, or allowance.

The information in the chart below was prepared from sales information provided to us by franchisees. The franchisees' sales information is not audited.

Net Sales Data for Fiscal Year 2023

As of December 31, 2023, we had 100 franchised stores and 2 corporate stores open in the U.S. This Item 19 includes Net Sales data for 76 franchised Robeks stores that were operational during all of the 52-week period ended December 31, 2023 (the "Fiscal Period") and were open as of December 31, 2023. This Item 19 excludes data from (a) seven franchised Robeks stores that, due to the requirements of their location, were open for less than 7 days per week; (b) one franchised Robeks store located in a captive-market location (college campus) which makes the store's characteristics materially different from the franchise opportunity offered under this Disclosure Document; (c) fourteen Robeks franchised stores that opened during the Fiscal Period and therefore did not report data for the entire Fiscal Period and (d) four Robeks franchised stores that were closed for a period of time during the Fiscal Period for a remodel or repair and therefore did not report data for the entire Fiscal Period. Three Robeks franchised store(s) closed during the Fiscal Period and are therefore excluded from this Item 19. No store that closed during the Fiscal Period closed after being open for less than 12 months.

Group (1)	Number of Stores in Group (2)	Average Net Sales	No. and % of group that met or exceeded group Average Net Sales		Range of Highest to Lowest Net Sales in Group	Median Net Sales
			No.	Percent		
First Quartile	19	$1,133,152	7	36.8%	$1,751,768 to $904,312	$1,080,917
Second Quartile	19	$722,342	9	47.4%	$846,330 to $619,752	$712,208
Top 50%	38	$927,747	18	47.4%	$1,751,768 to $619,752	$875,321
Third Quartile	19	$552,895	8	42.1%	$615,059 to $499,964	$550,818
Fourth Quartile	19	$393,133	12	63.2%	$483,373 to $196,272	$408,729
Bottom 50%	38	$473,014	22	57.9%	$615,059 to $196,272	$491,668
All Stores	76	$700,380	29	38.2%	$1,751,768 to $196,272	$617,405

(1) The "**Group**" column divides the reporting franchised Robeks stores into six groups based on the relative Net Sales performance of the stores during the Fiscal Period. For example, the "First Quartile" group refers to a group of the top 25% reporting franchised stores based on Net Sales achieved in the Fiscal Period, the "Second Quartile" group refers to a group of the next 25% reporting stores based on Net Sales in the Fiscal Period, and so on. The "Top 50%" group refers to a group of the top 50% reporting franchised stores based on Net Sales achieved in the Fiscal Period, and the "Bottom 50%" group refers to a group of the bottom 50% reporting franchised stores based on Net Sales achieved in the Fiscal Period.

(2) The "**Number of Stores in Group**" represents the number of Robeks franchised stores open for the full Fiscal Period and included in the particular Group based on the Net Sales achieved during the Fiscal Period.

ADDITIONAL NOTES:

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

The financial performance representation figures do not reflect the costs and expenses that must be deducted from the sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Robeks Store. Franchisees or former franchisees listed on Exhibit H may be one source of information.

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

Except as disclosed in this Item 19, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet.

If you receive any financial performance information or projections of your future income, you should report it to our management by contacting our President and Chief Financial Officer, David G. Rawnsley, c/o Robeks Franchise Corporation, 5220 Pacific Concourse Drive, Suite 395, Los Angeles, CA 90045, (310)727-0500, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1 (Franchised Outlets)
Systemwide Outlet Summary
For Years 2021 to 2023

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised Outlets	2021	82	85	+3
	2022	85	90	+5
	2023	90	100	+10
Company-Owned	2021	0	1	+1
	2022	1	1	0
	2023	1	2	+1
Total Outlets	**2021**	**82**	**86**	**+4**
	2022	**86**	**91**	**+5**
	2023	**91**	**102**	**+11**

Table No. 2 (Franchised Outlets)
Transfers of Outlets From Franchisees to New Owners
(Other than the Franchisor or an Affiliate)
For Years 2021 to 2023

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Arizona	2021	0
	2022	0
	2023	2
California	2021	3
	2022	2
	2023	4
Florida	2021	1
	2022	1
	2023	0
Illinois	2021	1
	2022	0
	2023	0
Kansas	2021	1
	2022	0
	2023	0

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Maryland	2021	0
	2022	1
	2023	0
Ohio	2021	1
	2022	1
	2023	1
Virginia	2021	1
	2022	0
	2023	1
Washington, D.C.	2021	0
	2022	0
	2023	1
Total	**2021**	**8**
	2022	**5**
	2023	**9**

Table No. 3 (Franchised Outlets)
Status of Franchised Outlets
For Years 2021 to 2023

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reasons	Column 9 Outlets at the End of the Year
Arizona	2021	4	1	0	0	0	0	5
	2022	5	2	0	0	0	0	7
	2023	7	3	0	0	0	0	10
California	2021	38	3	0	0	0	2	39
	2022	39	3	0	0	0	3	39
	2023	39	4	2	0	1	0	40
Colorado	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
Connecticut	2021	7	1	0	0	0	0	8
	2022	8	0	0	0	0	0	8
	2023	8	1	0	0	0	0	9
Florida	2021	4	0	0	0	0	0	4
	2022	4	1	0	0	0	0	5
	2023	5	0	0	0	0	0	5

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reasons	Column 9 Outlets at the End of the Year
Illinois	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
Kansas	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
Maryland	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
New York	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Ohio	2021	10	1	0	0	0	1	10
	2022	10	2	0	0	0	0	12
	2023	12	0	0	0	0	0	12
Pennsylvania	2021	2	0	0	0	0	1	1
	2022	1	0	0	0	0	1	0
	2023	0	0	0	0	0	0	0
Utah	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Virginia	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	1	8
	2023	8	2	0	0	0	0	10
Washington	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Washington D.C.	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reasons	Column 9 Outlets at the End of the Year
Guam	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	1	0	0	0	0
Total	2021	82	7	0	0	0	4	85
	2022	85	10	0	0	0	5	90
	2023	90	14	3	0	1	0	100

Table No. 4
Status of Company-Owned Outlets For Years 2020 to 2023

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at the End of the Year
California	2021	0	0	1	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	1	0	0	2
Total	2021	0	0	1	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	1	0	0	2

Table No. 5
Projected Openings
As of December 31, 2023

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	4	4	0
California	8	3	1
Florida	3	2	0
Ohio	5	2	0
Virginia	1	1	0

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
TOTAL	**21**	**12**	**1**

Included in this Disclosure Document as Exhibit H is a list of all operational and non-operational ROBEKS® store franchisees and area developers as of December 31, 2023.

A list of the names, last known addresses and telephone numbers of every franchisee who has had a franchise terminated, canceled or not renewed, or voluntarily or involuntarily ceased to do business under the franchise agreement through a transfer or otherwise during the most recently completed fiscal year (December 26, 2022 to December 31, 2023), is also included in Exhibit H. No franchisee has failed to communicate with us within the ten weeks of the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years some franchisees have signed confidentiality clauses. In some instances current and former franchisees have signed provisions restricting their ability to speak openly about their experience with the ROBEKS® System. You may want to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

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

ITEM 21

FINANCIAL STATEMENTS

Attached as Exhibit G are the audited financial statements for our fiscal years ending December 26, 2021, December 25, 2022 and December 31, 2023 together with the report of independent auditors.

ITEM 22

CONTRACTS

The contracts we use in this state are exhibits to this Disclosure Document as follows:

EXHIBIT B - Franchise Agreement including schedules (A –Franchise Location; B – Personal Guaranty; C – Addendum to Lease; D – Expiration Date Addendum; E – Acknowledgment Addendum; F –ACH Authorization)
EXHIBIT C - Area Development Agreement, including exhibits (A – Description of Development Territory; B – Development Schedule; C – Acknowledgment Addendum)
EXHIBIT D - General Release
EXHIBIT E – Confidentiality, Non-Disclosure and Non-Competition Agreement
EXHIBIT F – State-Specific Addenda to the FDD and Agreements
EXHIBIT J – Renewal Addendum
EXHIBIT K – SBA Addendum

ITEM 23

RECEIPTS

The last two pages of this Disclosure Document (Exhibit M) are detachable documents acknowledging your receipt of this Disclosure Document. You must sign one copy and give it to us. The other copy is for your records.

EXHIBIT A

State Administrators and Agent for Service of Process

LIST OF STATE ADMINISTRATORS AND

AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection & Innovation 2101 Arena Blvd. Sacramento, CA 95834 (916) 445-7205	Commissioner of the Department of Financial Protection & Innovation 2101 Arena Blvd. Sacramento, CA 95834
HAWAII	Commissioner of Securities for the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities for the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
ILLINOIS	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-1090	Illinois Attorney General 500 South Second Street Springfield, IL 62706
INDIANA	Securities Commissioner Indiana Securities Division Room E 111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Attention: Franchise Section G. Mennen Williams Building, First Floor 525 West Ottawa Street Lansing, MI 48933 (513) 373-7117	Michigan Department of Commerce Corporations and Securities Bureau G. Mennen Williams Building, First Floor 525 West Ottawa Street Lansing, MI 48933
MINNESOTA	Minnesota Department of Commerce 85 Seventh Place East, Suite 280 St. Paul, MN 55101 (651) 539-1600	Minnesota Commissioner of Commerce 85 Seventh Place East, Suite 280 St. Paul, MN 55101

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NEW YORK	Bureau of Investor Protection and Securities New York State Department of Law 28 Liberty Street, 21st Floor New York, NY 10005-1495 (212) 416-8222	Attention: New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001
RHODE ISLAND	Division of Securities 1511 Pontiac Avenue John O. Pastore Center Building 69-1 Cranston, RI 02920 (401) 462-9500 ext. 5	Director of Department of Business Regulation 1511 Pontiac Avenue John O. Pastore Center Building 69-1 Cranston, RI 02920
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, Ninth Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 E. Main Street, First Floor Richmond, VA 23219
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501 (360) 902-8700	Same Address
WISCONSIN	Commissioner of Securities Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 266-0448	Commissioner of Securities Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705

EXHIBIT B

Franchise Agreement

ROBEKS FRANCHISE CORPORATION

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT NO: _____

DATED: _____

FRANCHISEE: _____

FRANCHISE LOCATION: _____

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SCHEDULES

A.	IDENTIFICATION OF FRANCHISE LOCATION
B.	PERSONAL GUARANTY
C.	ADDENDUM TO LEASE
D.	EXPIRATION DATE ADDENDUM
E.	ACKNOWLEDGEMENT ADDENDUM
F.	ACH AUTHORIZATION

ROBEKS FRANCHISE CORPORATION

FRANCHISE AGREEMENT

FRANCHISEE: [FA ENTITY],
[FA ENTITY STATE]

ADDRESS: [FA STREET ADDRESS]
[FA CITY, STATE ZIP]

EFFECTIVE DATE: _____

This Franchise Agreement (the "Agreement") is made and entered into on the Effective Date set forth above by and between ROBEKS FRANCHISE CORPORATION, a California corporation ("Company"), and the franchisee identified above ("Franchisee") with reference to the following facts:

R E C I T A L S

A. Company's parent, Robeks Corporation, owns and has granted Company the perpetual license to use and sub-license the ROBEKS® name and service mark, as well as other trademarks, service marks, trade names, logos, trade dress, social media indicators, social media handles and commercial symbols, that identify and are used in connection with the development, operation and marketing of ROBEKS® stores (collectively referred to as the "Proprietary Marks").

B. Company's parent, Robeks Corporation, owns and has granted Company the perpetual license to use and sub-license certain business methods for the development and operation of retail stores featuring blended-to-order fruit smoothies, freshly squeezed juice products, ROBEKS® Nutritional Boosts, other nutritional supplements, and complimentary health-oriented foods and products. These business methods include distinctive signs and store design specifications; interior and exterior imaging requirements; uniform operating, merchandising, and marketing methods; mandatory products and ingredients, including products that are specially formulated or branded for Company, that Company refers to as "Proprietary Products;" menus and menu boards; and confidential information and trade secrets. These business methods encompass aspects of developing, operating, and marketing ROBEKS® stores and are referred to in this Agreement as the "ROBEKS® System."

C. Company reserves the right to modify the ROBEKS® System and the Proprietary Marks as often, and at such times, as it believes in its judgment will best promote ROBEKS® stores to the public.

D. Franchisee desires to obtain a franchise to use the ROBEKS® System and the Proprietary Marks in the operation of a ROBEKS® store. Company is willing to grant a franchise to Franchisee on the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

In addition to definitions incorporated in the body of this Agreement, the following capitalized terms in this Agreement are defined as follows:

A. "Accounting Period" means the specific period that Company designates from time to time in the Manual or otherwise in writing for purposes of Franchisee's financial reporting or payment obligations described in this Agreement. For example, an Accounting Period may be based on a calendar month, a quarterly financial calendar (which may or may not be subdivided into blocks of weeks, e.g., 4 weeks, 4 weeks and 5 weeks), or a shorter or longer

time period that Company selects. Company may designate different Accounting Periods for purposes of paying fees and for discharging reporting obligations under this Agreement.

B. "Addendum to Lease" means the written agreement by and between Franchisee and the landlord of the Franchise Location that adds to the Lease specific terms and conditions required by Company and grants Company the right, but not the obligation, to accept an assignment of the Lease under stated conditions, in the form attached hereto as Schedule C.

C. "Affiliate" means an entity that controls, is controlled by, or is under common control with, a party to this Agreement.

D. "Applicable Law" means and includes applicable common law and all statutes, laws, rules, regulations, ordinances, policies and procedures established by any governmental authority with jurisdiction over the operation of the Franchised Business. Applicable Laws includes those relating to building permits and zoning requirements applicable to the use, occupancy and development of the Franchise Location; business licensing requirements; hazardous waste; occupational hazards and health; consumer protection; trade regulation; worker's compensation; unemployment insurance; withholding and payment of federal and state income taxes and social security taxes; collection and reporting of sales taxes; and the Americans With Disabilities Act.

E. "Calendar Year" means the 12-month period starting on January 1 and ending on December 31.

F. "Controlling Interest" means the possession, directly or indirectly, of power to direct, or cause a change in the direction of, the management and policies of a business entity. Company shall consider whether a transfer, either alone or together with all other previous, simultaneous or proposed transfers, would have the effect of transferring, in the aggregate, a sufficient number of the equity or voting interests of business entity to enable the purchaser or transferee to direct, or cause a change in the direction of, the management and policies of the business entity. For purposes of this Agreement, any person who qualifies as a Primary Owner shall be deemed to own a Controlling Interest.

G. "Effective Date" is the date indicated on page 1 of this Agreement.

H. "Franchise Location" means the business premises approved by Company for the operation of the ROBEKS® store that is the subject of this Agreement, having the address shown on Schedule A.

I. "Lease" refers to the written agreement by and between Franchisee and the owner of the real property business premises where the Franchise Location is situated, which agreement grants Franchisee the right to occupy and use the Franchise Location for the operation of a ROBEKS® store.

J. "Manual" refers to all of the confidential operating manuals, franchise manuals, and other written materials made available to Franchisee in confidence during the Term.

K. "Marketing Fee" means Franchisee's required contribution to the ROBEKS® Marketing Fund as further described in Section 10.C of this Agreement.

L. "Non-Proprietary Products" refers to all foods, ingredients, condiments, beverages, fixtures, furnishings, equipment (including computer/IT equipment and POS System), supplies, menus, packaging, merchandise, and services, other than Proprietary Products, authorized by Company that Franchisee may, or must, use, offer, sell or promote in operating the Franchised Business.

M. "Primary Owner" refers to any person who directly or indirectly owns at least 25% of the outstanding equity or voting interests of a Franchisee that is a business entity.

N. "Proprietary Products" refers to (i) all products and merchandise (a) manufactured by or for Company in accordance with proprietary recipes, specifications, or formulas, or (b) displaying any of the Proprietary Marks and promoted as a ROBEKS® brand item, and (ii) uniforms displaying any of the Proprietary Marks.

O. "Royalty Fee" means the weekly payment Franchisee must pay to Company as further described in Section 11.B of this Agreement.

P. "World Wide Web" means that portion of the Internet used primarily as a commercial computer network by the general public and any successor technology, whether now existing or developed after the Effective Date, that enables the general public to purchase goods or services from merchant-controlled World Wide Web sites or through other electronic means.

2. GRANT

A. Award of Rights. Company hereby awards to Franchisee and Franchisee accepts the right and franchise to use the ROBEKS® System and the Proprietary Marks in connection with the operation of one ROBEKS® store (the "Franchised Business") at the Franchise Location on the terms and conditions of this Agreement. In accepting the award of rights, Franchisee agrees at all times to faithfully, honestly, and diligently perform its obligations under this Agreement and to continuously exert its best efforts to promote and enhance the Franchised Business and the goodwill associated with the Proprietary Marks and the ROBEKS® System.

B. Limitations.

1. Company grants Franchisee no rights other than the rights expressly stated in this Agreement. Franchisee's use of the ROBEKS® System or the Proprietary Marks for any purpose or in any manner not permitted by this Agreement shall constitute a breach of this Agreement. The franchise awarded to Franchisee applies to the Franchise Location, and to no other location. Nothing in this Agreement gives Franchisee the right to subfranchise the use of the Proprietary Marks or ROBEKS® System to others. Nothing in this Agreement gives Franchisee the right to object to Company's award of franchises or development rights to others.

2. This Agreement authorizes Franchisee to engage only at the Franchise Location in retail transactions of authorized products and services to customers for their own use and consumption. Franchisee shall not engage in wholesale sales or distribution of products or services of any kind. The term "wholesale sales or distribution" means the direct or indirect sale of products or services to a third party for resale or further distribution through any trade method or trade channel. Franchisee shall not establish or maintain a website, home page or any social media or other interactive media platforms (collectively, "Digital Media") in connection with the Franchised Business without Company's prior written approval. Except with Company's prior written consent, Franchisee shall not advertise or sell merchandise or services by mail order, catalog sales, Digital Media or comparable methods that solicit business from customers by means not requiring the customer's physical presence in the Franchise Location to complete the transaction, except for allowable telephone orders for sales delivered from the Franchise Location to the customer's designated address in areas approved by Company. The term "allowable telephone orders" means orders placed by a person to person telephone call directly to Franchisee's Robeks store. If Company allows Franchisee to advertise or sell products or services by mail order, catalog sales, Digital Media or comparable methods that solicit business by means other than requiring customer's physical presence in the Franchise Location to complete the transaction, Franchisee shall at all times conduct such activities in strict compliance with all Applicable Laws. Franchisee must comply with all Digital Media policies implemented by Company from time to time.

C. Improvements; Duty to Conform to Modifications.

1. Any improvements, modifications or additions that Company makes to the ROBEKS® System, or that become associated with the ROBEKS® System, including ideas suggested or initiated by Franchisee, its owners or employees, shall inure to the benefit, and become exclusively and solely the property of Company, part of the ROBEKS® System, and, to the extent created, suggested or initiated by Franchisee or its owners or employees, "works made-for-hire" as the phrase is defined in the Copyright Act of 1976 (17 U.S.C. 101 et seq.). To the extent any item does not qualify as a "work made-for-hire" for Company, by operation of law or otherwise, Franchisee agrees to assign and hereby irrevocably assigns, for no additional consideration, to Company or its designee and successors and assigns, all intellectual property rights, including all copyrights, and including without limitation, the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world, in and to any improvements or works that Franchisee (or its owners or employees) may create, acquire, or obtain in operating the Franchised Business, and Franchisee agrees to take

whatever action (including signing an assignment agreement or other documents) the Company may request to show Company's ownership or to help Company obtain intellectual property rights in the item. Franchisee understands and agrees that nothing in this Agreement shall constitute or be construed as Company's consent or permission to Franchisee modifying the ROBEKS® System, and that neither the expiration nor the termination of this Agreement shall affect Company's ownership of the items herein or alter any of Company's rights or privileges hereunder.

2. Franchisee understands and agrees that Company may modify the ROBEKS® System from time to time, as often as Company believes is necessary in its judgment to best promote ROBEKS® stores to the public. In the event of any change to the ROBEKS® System, Company shall give Franchisee written notice of the change. Franchisee shall, at its own cost and expense, promptly adopt and use any changes to the ROBEKS® System as specified by Company and shall promptly discontinue the use of those parts of the ROBEKS® System that Company directs are to be discontinued.

D. Deviations from the ROBEKS® System. Franchisee must follow the System standards and implement and abide by Company's requirements and recommendations directed to enhancing substantial System uniformity. Franchisee shall not change, modify, or alter the ROBEKS® System in any way, except as Company directs. Company, in its judgment, may allow other franchisees to deviate from the ROBEKS® System in individual cases. Franchisee understands and agrees that it has no right to object to any variances that Company may allow to itself, Company's Affiliate or other franchisees. Franchisee understands and agrees that Company has no obligation to waive, make any exceptions to, or permit Franchisee to deviate from, the uniform standards of the ROBEKS® System. Any exception or deviation that Company does allow Franchisee must be stated in writing.

E. Additional Franchises. Franchisee understands and agrees that this Agreement does not grant Franchisee any implied or preferential right of any kind to acquire an additional franchise to operate another ROBEKS® store.

3. FRANCHISE LOCATION; NO TERRITORIAL RIGHTS

A. Selection of Franchise Location.

1. Franchisee shall select the Franchise Location, subject to Company's approval and pursuant to Company's written procedures as set forth in the Manual or otherwise designated and communicated to Franchisee in writing. Company reserves the right to require Franchisee to engage, at no cost to Franchisee, one of Company's approved third-party real estate brokers to assist Franchisee in selecting a location. In evaluating potential sites, Franchisee shall conform to Company's current site selection criteria, which require a site that can be improved to meet Company's then-current specifications for the design, appearance and leasehold improvements of a typical ROBEKS® store. To obtain Company's approval of a proposed site, Franchisee shall submit a written site proposal to Company in the form indicated in the Manual, together with any other information that Company requests. Following receipt of Franchisee's written site proposal, Company may make an on-site visit to the proposed site at its expense, if Company reasonably believes that physical inspection of the demographic conditions of the area or the proposed site is necessary or desirable to evaluate Franchisee's proposal. Franchisee understands and agrees that the on-site visit is at Company's option and not required by this Agreement.

2. Company will review the site proposal and either deny or approve the proposal. If Company notifies Franchisee of its final approval of Franchisee's proposed site, Company shall have the further right to approve the final execution documents for the Lease and Addendum to Lease. Promptly following Company's approval of the Franchise Location, Franchisee shall (i) execute a Lease and Addendum to Lease with the real property owner or master landlord of the Franchise Location, and (ii) within 30 days after execution deliver to Company a copy of the fully-executed Lease and Addendum to Lease and Schedule A to indicate the street address of the Franchise Location.

3. Franchisee understands and agrees that (i) it is responsible for site selection and for negotiation of a lease for the Franchise Location; (ii) Company's proposal or approval of a site or assistance in the negotiation of a lease does not constitute a guaranty or warranty that operation of a ROBEKS® store located at the approved site will be successful or profitable; (iii) Company's approval of a site signifies only that the site meets Company's current site criteria; and (iv) Company's proposal or approval of a site or assistance in the negotiation of

a lease does not certify that Franchisee's development, use, or occupancy of the proposed site as a ROBEKS® store will conform to Applicable Laws. Franchisee understands and agrees that it is solely responsible for investigating and complying with all Applicable Laws concerning its development and occupancy of the Franchise Location.

B. No Territorial Rights.

1. Franchisee understands and agrees that nothing in this Agreement grants to Franchisee any area, market, or territorial rights or protection of any kind. Company may open, operate, or grant others, including Company's Affiliate(s), the right to open or operate ROBEKS® stores anywhere regardless of the proximity to the Franchise Location.

2. Franchisee understands and agrees that (i) the rights and franchise awarded to Franchisee are nonexclusive; (ii) Company and its Affiliates reserve all other rights to the Proprietary Marks and the ROBEKS® System for all purposes; and (iii) Franchisee shall have no right to enjoin or be compensated for the opening or operation of another ROBEKS® store regardless of its proximity to the Franchise Location or for any other type of use by Company or its Affiliates of the Proprietary Marks or the ROBEKS® System.

3. Company expressly reserves the right to distribute any and all Non-Proprietary Products and Proprietary Products using the Proprietary Marks through all channels of trade and distribution, regardless of whether the channel of distribution now exists or is developed after the Effective Date, or the Non-Proprietary Products or Proprietary Products are now, or in the future, authorized for sale at ROBEKS® stores; provided that, Company may require Franchisee to participate in any online ordering and delivery programs approved from time to time by Company. As examples of Company's reserved rights and not by limitation, Company may directly or indirectly, itself or through Company's Affiliates, Franchisee, franchisees, assignees, agents, and others:

a. Produce, franchise, distribute, market, and sell products and services of any kind, including Proprietary Products, (i) through other retail and wholesale channels of distribution, including by means of electronic communication, the World Wide Web, mail order catalogues, direct mail advertising, and comparable methods that solicit business from customers by means not requiring a physical transaction at a retail or wholesale location, or (ii) through supermarkets, health food stores, and other wholesale and retail food stores owned by third parties that are not franchised to do business under the Proprietary Marks;

b. Operate other kinds of businesses, under the Proprietary Marks that do not feature nutritional products, Proprietary Products, or other products and services similar to those now or in the future featured at ROBEKS® stores; and

c. Operate other retail and wholesale concepts under trade names dissimilar to the Proprietary Marks that compete with ROBEKS® stores, including retail and wholesale businesses that feature nutritional products or other products and services similar to those now or in the future featured at ROBEKS® stores.

C. Relocation. Franchisee shall not relocate the Franchised Business except as set forth below:

1. If (i) the Lease expires or terminates for reasons other than Franchisee's breach; (ii) the Franchise Location or building in which the Franchised Business is located is destroyed, condemned, or otherwise rendered unusable; or (iii) the parties mutually believe that relocation will increase the business potential of the franchise, Franchisee agrees to relocate the Franchised Business, at Franchisee's sole expense, to a new location selected by Franchisee and approved by Company in accordance with Company's then-current site selection procedures as specified in the Manual. The parties shall amend Schedule A to reflect the address of the new Franchise Location.

2. At Franchisee's sole expense, Franchisee shall construct and develop the new premises to conform to Company's then-current specifications for design, appearance, and leasehold improvements for new ROBEKS® stores. An initial floor plan shall be prepared as set forth in Paragraph 5.A. Franchisee shall complete relocation without any interruption in the continuous operation of the Franchised Business unless Company's prior written consent is obtained or as otherwise noted below in this Paragraph 3.C. In the event Company consents to a

disruption in operations and such operations cease, then Franchisee agrees that until operations resume at the new location (i) the term of this Agreement shall not be abated, and (ii) Franchisee shall remain liable to pay Royalty Fees and Marketing Fees in an amount equal to the average amount paid by Franchisee during the four calendar quarters immediately preceding the date that operations cease or the shorter period that Franchisee has been in business at the original Franchise Location. If the Franchised Business closes as a result of unforeseeable events beyond Franchisee's control, including, for example, when the premises are rendered unusable due to fire or other events of Force Majeure, Franchisee shall, within 90 days from the date of closure and with Company's prior written consent, either relocate to alternative premises in accordance with the requirements of this Paragraph 3.C. or rebuild the Franchise Location to conform to Company's then-current specifications for design, appearance, and leasehold improvements for new ROBEKS® stores.

4. TERM AND RENEWAL

A. Term. This Agreement shall begin on the Effective Date and shall expire without notice 10 years from the Effective Date, unless this Agreement is sooner terminated as provided herein (the 10 year period is referred to as the "Term"); provided, however, that Company may modify the expiration date of the Term by means of Schedule "D" (i) to take into account the expiration date of the Lease, which date may be shortly before or shortly after the date which is 10 years from the Effective Date, and/or (ii) if this Agreement is executed in connection with a transfer, to provide for the Term to equal the term remaining under the transferring franchisee's franchise agreement at the time of the transfer, as provided in Section 19.E.2.c.

B. Renewal Term. Franchisee may, at its option, renew the franchise for 2 successive options each for an additional 10 years (each option is for a period described as the "Renewal Term" individually, and successively, as the "First Renewal Term" and "Second Renewal Term"). To exercise each renewal option, Franchisee must comply with the following conditions:

1. Franchisee must give Company written notice of Franchisee's election to renew (the "Renewal Notice") at least 9 months, but not more than 12 months, before the end of the Term. The Renewal Term shall begin on the day immediately following the expiration of the Term. Each successive Renewal Term shall begin on the day immediately following the expiration of the Term or prior Renewal Term.

2. Franchisee's Renewal Notice must each be accompanied by a non-refundable renewal fee equal to $10,000.

3. Franchisee must not be in default under this Agreement or any successor Franchise Agreement at the time it gives its Renewal Notice or on the first day of the applicable Renewal Term. Further, Franchisee must not have received more than 3 notices of default during any 24 month period during the Term or then-current Renewal Term, whether or not the notices relate to the same or to different defaults, and whether or not the defaults have each been timely cured by Franchisee.

4. To exercise each renewal option, Franchisee shall execute Company's then-current form of Franchise Agreement for a 10-year term, which agreement shall supersede this Agreement in all respects; provided, however, Franchisee shall have no additional renewal rights beyond those granted under this Agreement. Franchisee shall not be required to pay the Initial Franchise Fee stated in each renewal Franchise Agreement, but instead shall pay the renewal fee stated in this Agreement. Franchisee understands that the renewal Franchise Agreement it is required to execute may be materially different than this Agreement, including requiring payment of additional or different fees to Company.

5. Franchisee shall satisfy Company's then-current training requirements for renewing franchisees. Franchisee must be current with submittal of all P & L statements and other reports.

6. Franchisee shall satisfy Company's then-current appearance and design standards and equipment specifications that apply to new ROBEKS® stores, including conforming the Franchised Business to Company's then-current requirements relating to decoration, furnishings, merchandise, services, inventory and accounting systems, and POS System.

7. Franchisee shall execute and deliver a general release, in form satisfactory to Company, of any and all claims against Company, Company's Affiliates and their respective officers, directors, shareholders, employees, and agents.

Upon expiration of the Second Renewal Term, Franchisee shall have no further renewal rights. However, Franchisee may apply to obtain a new franchise grant from Company (provided that Company still offers and sells franchises at such time in the applicable jurisdiction), subject to complying with Company's then-current qualifications and requirements.

C. Interim Period. If Franchisee continues to accept the benefits of this Agreement after the expiration of the initial Term but does not complete the requirements in Section 4.B, then at Company's sole option, this Agreement may be treated as (i) expired as of the date of the expiration and Franchisee will be operating without a franchise or license to do so and in violation of Company's rights to the Proprietary Marks and the ROBEKS® System; or (ii) continued on a month-to-month basis (an "Interim Period") and all Franchisee's obligations will remain in full force and effect during the Interim Period as if the Agreement had not expired. Each Interim Period expires at the end of each calendar month unless this Agreement is continued as provided in this Section. The Interim Period does not create any new franchise rights and upon expiration of the final Interim Period, Franchisee will be bound by all post-term obligations as provided in this Agreement.

5. FRANCHISE LOCATION DEVELOPMENT AND OPENING DATE

A. Franchisee's Design Plans.

1. Company will provide to Franchisee an initial floor plan (at no cost to Franchisee) and a 3D sketch (for which Franchisee will pay to Company its then-current fee) prepared based on Company's prototype plans and specifications for a typical ROBEKS® store, after the parties execute this Agreement and upon the date Franchisee requests that Company provide the initial floor plan. If Company gives Franchisee written approval to use a qualified architect to prepare the initial floor plan, Company shall have the right to approve such plan, and Franchisee shall pay Company for its review of such plan.

2. At Franchisee's sole expense, Franchisee shall retain the services of a currently licensed and qualified architect or other construction personnel to prepare design and construction plans ("Franchisee's Design Plans") that adapt Company's prototype plans and specifications to the specific dimensions and conditions of the Franchise Location and to the requirements of the Lease and Applicable Laws. Company reserves the right to require Franchisee to use a designated currently licensed architect or other construction personnel. At a minimum, Franchisee's Design Plans shall address all exterior and interior improvements, together with other information as may be specified in the Manual. It is Franchisee's responsibility to ensure the Franchisee's Design Plans conform to the requirements of the Lease and Applicable Laws.

3. Any Lease for the Franchise Location shall contain an Addendum to Lease in the form attached to this Agreement as Schedule C. The Lease and Addendum to Lease must be executed and submitted to Company within 6 months of the Effective Date.

4. Franchisee shall submit Franchisee's Design Plans to Company for review by Company or Company's architect. Company shall review Franchisee's Design Plans and may reject or approve Franchisee's Design Plans completely, or approve Franchisee's Design Plans subject to specified modifications. Company's review is to determine if the Design Plans meet Company's specifications for design, appearance, and leasehold improvements. Company shall communicate its decision in writing within 15 days after receipt of complete Franchisee's Design Plans.

B. Development of Franchise Location.

1. Franchisee shall cause all construction and other development work to be carried out in compliance with the version of Franchisee's Design Plans that Company approves, including any required specified modifications. Company reserves the right to require Franchisee to use a designated construction contractor or other

construction personnel to perform Franchisee's construction and development work, and Franchisee acknowledges and agrees that Company may designate one or more project managers to assist Franchisee with its construction and development work. Franchisee is solely responsible for procuring all equipment, fixtures, furniture, computer systems, signs, materials and supplies required for development and operation of the ROBEKS® store, and Company reserves the right to require that Franchisee use a designated equipment consolidator to assist with such procurement and designated suppliers from which to purchase such equipment, fixtures, furniture, computer systems, signs, materials, and supplies. All equipment, fixtures, furniture, computer systems, signs, supplies and materials to be used in the Store must be purchased new unless otherwise approved in writing by Company. Franchisee shall not make any material changes to the approved Franchisee's Design Plans without first submitting the changes to Company for its approval. Franchisee shall furthermore cause all construction and development work to conform with the Lease and Applicable Laws, including all government and utility permit requirements (such as, for example, zoning, sanitation, building, utility and sign permits). Franchisee shall complete development of the Franchise Location diligently, expeditiously, and in a first-class manner. Franchisee understands and agrees (i) that it is solely responsible for selecting and supervising competent construction personnel, and for the acts and omissions of its construction personnel and (ii) that all such construction personnel shall meet the experience and other standards established by Company. Franchisee shall obtain all customary contractors' lien waivers for the work performed no later than 30 days after completion of construction.

2. Company shall have no responsibility for any delays in development or opening of the Franchised Business or for any loss resulting from the design of the Franchise Location. Company shall have access to the Franchise Location to inspect the work and performance by Franchisee's construction personnel. As required by Company, Franchisee shall provide photographs, reports, or other information for Company to determine the progress of construction at the Franchise Location. Franchisee understands and agrees that if Company inspects the work and performance of Franchisee's construction personnel, the inspection is not for purposes of reviewing or certifying that development is in compliance with the Lease or Applicable Laws, but solely to evaluate that development conforms with the set of Franchisee's Design Plans that Company has approved and otherwise with Company's specifications for design, appearance and leasehold improvements.

3. Franchisee shall provide all actual investment data (including detailed construction costs as specified in the Manual, equipment purchases and other expenses) to Company in the form Company requires within 60 days of the Franchise Location opening.

4. Company may terminate this Agreement effective upon written notice to Franchisee if Franchisee fails to complete construction of improvements and open for business to the public by no later than 12 months after the Effective Date (the "Opening Date"). If this Agreement terminates for the reasons stated in this Paragraph, Franchisee shall not be entitled to a refund of any fees or other payments paid to Company or Company's Affiliate. Company may extend the Opening Date if Company determines that the Franchise Location's opening has been, or will be, delayed due to events of Force Majeure. The term "Force Majeure" includes an event caused by or resulting from an act of God, labor strike or other industrial disturbance, war, riot, epidemic, fire or other catastrophe, act of any government, failure of the landlord to substantially complete its work in a timely manner for reasons not directly or indirectly attributable to Franchisee, or other cause that Company determines is not within Franchisee's control and which could not be avoided by the exercise of due care. Both the determination that an event of Force Majeure has occurred, and the length of the extension, shall be made solely by Company based upon the event causing the delay. Company shall identify the extended Opening Date in writing delivered to Franchisee.

6. TRAINING

A. Initial Training Program.

1. Either Franchisee or Franchisee's Primary Owner, and the person designated by Franchisee to operate the Franchised Business, must successfully complete Company's initial training program and qualify as a Certified Manager before the opening of the Franchised Business. Qualifying as a Certified Manager signifies that the person is qualified to train Franchisee's other store-level managers and employees. A Certified Manager must also successfully complete a nationally recognized third-party Manager Food Safety Certification prior to attending the in-store training of the initial training program. If, at any time during the initial training program, Company determines in good faith, after providing adequate time and additional opportunities to complete the initial training program (as

determined by Company), that this person fails to demonstrate the requisite competency to operate and manage a ROBEKS® store, Company may terminate this Agreement. Termination shall be effective upon delivery of written notice.

2. Company shall provide the initial training program to 2 persons. This initial training will be conducted at no extra charge one time only, provided both persons attend the same initial training sessions. The cost for this initial training is included in the Initial Franchise Fee. Franchisee may enroll additional trainees in the initial training program under the conditions specified in this Agreement. Company shall not be obligated to provide an initial training program in connection with Franchisee's exercise of any renewal option.

B. Additional Training.

1. At all times during the Term, Franchisee must employ at least one Certified Manager for the Franchised Business who must devote full time and best interests to managing the Franchised Business. Franchisee may fill that position, but must devote full time and best interests to managing the Franchised Business. Only with written approval from Company may (a) Franchisee or (b) an employee of Franchisee who has completed manager certification serve as Certified Manager for more than one ROBEKS® store, but Franchisee or such employee may not serve as the Certified Manager or manager for another business owned by Franchisee or its Primary Owners. The Certified Manager is responsible to train Franchisee's other store-level managers and employees. Company shall have no responsibility for the operating results of the Franchised Business or the performance of Franchisee's employees. Company may change the criteria for designation as a Certified Manager at any time effective upon notice to Franchisee. Company's notice shall specify the additional training and other requirements applicable to new Certified Managers that existing Certified Managers must complete to maintain their designation as a Certified Manager. Company shall allow existing Certified Managers 90 days after the new criteria become effective in which to satisfy the additional training and other requirements without suffering a lapse in their designation as a Certified Manager. All newly hired and replacement management personnel shall demonstrate the requisite competency to operate and manage a ROBEKS® store in Company's judgment.

2. Franchisee may request permission (i) to send additional persons to the initial training program, (ii) to enroll its employees in other initial training program sessions during the Term or in connection with the opening of subsequent ROBEKS® stores, (iii) to extend the initial training program for a longer period, or (iv) to receive additional training and on-site assistance after the Opening Date. Franchisee understands and agrees that all additional training shall be at mutually scheduled times, subject to space availability and Company's other training commitments, and that, as a condition to receiving additional training, Franchisee must pay Company's then-current per person training fees stated in the Manual. In connection with additional on-site instruction, Franchisee shall also reimburse Company for its reasonable travel-related expenses, including expenses for air and ground transportation, lodging, meals, and personal charges.

3. Company reserves the right to require that Franchisee's Certified Managers or other designated personnel attend specified additional training programs; provided, however, Company shall not require that more than 2 persons designated by Company complete more than one additional training program of up to 3 days during any 12 month period. As a condition to completing mandatory additional training, Franchisee shall pay Company's then-current per-person training fees.

Any training provided by Company to any of Franchisee's employees will be limited to training or guiding the employees regarding the preparation and sale of approved products and services to customers in a manner that reflects the customer service standards of the ROBEKS® System. Franchisee is, and will remain, the sole employer of its employees at all times, including during all training programs, and Franchisee is solely responsible for all employment decisions and actions related to its employees. Franchisee is solely responsible for ensuring that its employees receive adequate training.

7. PROPRIETARY MARKS

A. Ownership. Franchisee understands and agrees that, as between the parties, Company or Company's Affiliate owns the Proprietary Marks and the ROBEKS® System, and Franchisee owns no rights in the Proprietary Marks or the ROBEKS® System except for the specific franchise right granted by this Agreement. Franchisee agrees

not to contest or assist any other person to contest, the validity of Company's or Company's Affiliate's rights and interest in the Proprietary Marks or the ROBEKS® System either during the Term or after this Agreement terminates or expires.

B. Use of Proprietary Marks and ROBEKS® System.

1. In operating the Franchised Business, Franchisee shall (i) use only the Proprietary Marks and elements of the ROBEKS® System designated by Company and only in the manner authorized and permitted by Company from time to time; (ii) use the Proprietary Marks only to operate the Franchised Business and in connection with no other activities; (iii) display notices of trademark and service mark registrations in the exact manner that Company specifies; (iv) obtain fictitious or assumed name registrations as required by Applicable Law; and (v) prominently post notices to customers informing them that Franchisee is the independent owner of the Franchised Business under franchise from Company. Franchisee agrees that it will not grant or attempt to grant a security interest in, or otherwise encumber, the Proprietary Marks or record any such security interest or encumbrance against any application or registration regarding the Proprietary Marks in the United States Patent and Trademark Office or elsewhere.

2. Franchisee shall not use any of the Proprietary Marks or any part thereof: (i) in its corporate or legal name (if Franchisee is a business entity); (ii) with any prefix, suffix or other modifying words, terms, designs, colors or symbols; (iii) in any modified form; (iv) in connection with the sale of any unauthorized products or services; (v) in any manner not expressly authorized in writing by Company; or (v) in any manner that may result in Company's liability for Franchisee's debts or obligations.

3. Company reserves the right to: (i) modify or discontinue licensing any of the Proprietary Marks; (ii) add new names, marks, designs, logos, or commercial symbols to the Proprietary Marks and require that Franchisee use them; and (iii) require that Franchisee introduce or observe new practices as part of the ROBEKS® System in operating the Franchised Business. Franchisee understands and agrees that the term Proprietary Marks means the specific names, marks, designs, logos, social media indicators, social media handles, or commercial symbols franchised by Company at any given point in time, subject to Company's right to impose changes. Franchisee shall comply, at Franchisee's sole expense, with Company's directions regarding changes in the Proprietary Marks and ROBEKS® System within a reasonable time after written notice from Company. Company shall have no liability to Franchisee for any cost, expense, loss, or damage that Franchisee incurs in complying with Company's directions and conforming to required changes.

4. Franchisee understands and agrees that any unauthorized use of the Proprietary Marks or the ROBEKS® System by Franchisee shall constitute both a breach of this Agreement and an infringement of Company's intellectual property rights.

C. Defense of Proprietary Marks and ROBEKS® System.

1. Company or Company's Affiliate shall have the sole right to handle disputes with third parties concerning the ownership or validity of, rights in, or Franchisee's use of, the Proprietary Marks or the ROBEKS® System. Franchisee shall immediately notify Company in writing if Franchisee receives notice, or is informed, of any: (i) improper use of any of the Proprietary Marks or elements of the ROBEKS® System; (ii) use by any third party of any mark, design, logo, or commercial symbol that may be confusingly similar to any of the Proprietary Marks; (iii) use by any third party of any business practice that unfairly simulates the ROBEKS® System in a manner likely to confuse or deceive the public; or (iv) claim, challenge, suit, or demand asserted against Franchisee based upon Franchisee's use of the Proprietary Marks or the ROBEKS® System.

2. Company shall have the sole right to take such action as it deems appropriate and to control any legal proceeding or negotiation arising out of any infringement, challenge, or claim or otherwise relating to the Proprietary Marks or the ROBEKS® System. Franchisee shall not settle or compromise any claim, suit, or demand asserted against it and agrees to be bound by Company's decisions in handling disputes regarding the Proprietary Marks and the ROBEKS® System. Franchisee shall cooperate fully with Company and execute such documents and perform such actions as may, in Company's judgment, be necessary, appropriate or advisable in the defense of such

claims, suits, or demands and to protect and maintain Company's rights in the Proprietary Marks and the ROBEKS® System.

3. Unless it is established that a third party claim asserted against Franchisee is based, directly or indirectly, upon circumstances where Franchisee is not using the Proprietary Marks or the ROBEKS® System as prescribed by Company, and the misuse constitutes a breach of this Agreement, Company agrees to defend and hold Franchisee harmless against the third party claim and pay any related settlement, judgment or other award rendered against Franchisee, provided Franchisee has notified Company immediately after learning of the claim and fully cooperates in the defense of the action. Because Company will defend the third party claim, Franchisee is not entitled to be reimbursed for legal or other professional fees or costs paid to independent legal counsel or others in connection with the matter. Notwithstanding Company's agreement to defend and hold Franchisee harmless and pay any related settlement, judgment, or other award rendered against Franchisee under the conditions stated in this Paragraph, Franchisee understands and agrees that Company is not liable to indemnify or reimburse Franchisee for any costs, expenses, or losses that Franchisee may sustain as a result of the third party claim, unless (i) the third party claim relates to the third party's superior rights to operate retail stores and offer products that are similar to the ROBEKS® stores and products and (ii) due to the third party claim Franchisee must discontinue operating stores under the ROBEKS® System during the initial three year period from the Effective Date, in which case Company shall reimburse Franchisee for any costs, expenses, or losses (but not future lost profits or consequential damages of any kind) Franchisee sustains from the Effective Date through the period Franchisee discontinues the operation of its stores under the ROBEKS® System. Except as otherwise provided herein, Franchisee, on behalf of itself and each Covered Person (as defined in Paragraph 16.A.(1). below), hereby waives any claim against Company, Company's Affiliates, and their respective officers, directors, shareholders, employees, and agents based on third party claims involving the ROBEKS® System or the Proprietary Marks, including for lost profits or consequential damages of any kind.

8. MANUAL

A. Manual. Company will provide Franchisee with either a paper version or an electronic copy of its current Manual and any updates for as long as this Agreement is in effect and the following conditions apply to Franchisee's use of the Manual. If Company provides Franchisee with an electronic version of the Manual, Franchisee must print the Manual and keep an up-to-date printed copy of the Manual at the Franchise Location at all times and handle it in accordance with the requirements of this Agreement. The information contained in the Manual is, and at all times shall remain, solely and exclusively Company's property.

1. Franchisee shall treat all information contained in the Manual as confidential and shall use all reasonable efforts to keep the information secret. Franchisee will comply with Company's policies to protect the confidentiality of the Manual, including but not limited to the requirement to password protect access to the Manual. Franchisee shall not, without Company's prior written consent, copy, duplicate, record, or otherwise reproduce the Manual, in whole or in part, or otherwise make it available to any person not required to have access to its contents in order to carry out his or her employment functions with Franchisee. . Upon each Company visit to the Franchise Location, Franchisee shall demonstrate that the Manual is handled in accordance with the requirements herein.

2. The Manual contains both mandatory and recommended specifications, standards, procedures, rules, and other information pertinent to the ROBEKS® System and Franchisee's obligations under this Agreement. Franchisee shall fully comply with all mandatory requirements now or hereafter included in the Manual. Any mandatory requirements exist to protect Company's interests in the System and the Proprietary Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to Franchisee. The Manual also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. Franchisee may follow the recommendations or guidelines or some other suitable alternative, provided Franchisee meets and complies with the required standards. In other instances, no suitable alternative may exist. In order to protect Company's interests in the System and Proprietary Marks, Company reserves the right to determine if Franchisee is meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

B. Updating. Company reserves the right to modify the Manual from time to time to reflect changes that it may implement to the ROBEKS® System. All revisions will be reflected in supplements to the Manual or in other communications delivered to Franchisee, and each supplement or communication shall become effective upon

receipt. Franchisee shall immediately conform its operations to all revisions in mandatory specifications, standards, operating procedures and rules prescribed by Company.

9. CONFIDENTIAL INFORMATION

A. Confidential Information Defined. As used in this Agreement, the term "Confidential Information" includes the following: (i) any information or knowledge concerning (a) the formulation, ingredients, raw materials, recipes, and food preparation processes for Proprietary Products, and any other merchandise and services sold at ROBEKS® stores; (b) supply relationships; (c) inventory purchase and control procedures; (d) pricing, sales, profit performance or other results of operations of any individual ROBEKS® store, including the Franchised Business, or a group of ROBEKS® stores or the entire chain; (e) demographic data for determining sites and territories; (f) the results of customer surveys and promotional programs; (g) and in general, methods, specifications, customer data, pricing and cost data, procedures, and information systems; (ii) any knowledge about the operation of ROBEKS® stores or the ROBEKS® System, whether it is now known or exists or is acquired or created in the future, and whether or not the information is included in the Manual; (iii) Customer Information and (iv) any information that Company expressly designates from time to time as Confidential Information. Confidential Information does not include (i) information that Franchisee can demonstrate came to its attention independent of the ROBEKS® franchise and prior to Company's disclosure of the information in the Manual or otherwise, and (ii) information that Company agrees is, or has become, generally known in the public domain, except where public knowledge is the result of wrongful disclosure (whether or not deliberate or inadvertent).

B. Limitations.

1. Company will disclose Confidential Information to Franchisee in furnishing Franchisee with the Manual, in providing or arranging for the supply of Proprietary Products, and otherwise through the performance of Company's obligations and the exercise of its rights under this Agreement. Franchisee shall acquire no interest in Confidential Information other than a limited right to utilize it in the operation of the Franchised Business subject to the terms of this Agreement. Franchisee's use, publication, or duplication of Confidential Information for any purpose not authorized by this Agreement constitutes an unfair method of competition by Franchisee and, additionally, grounds for termination of this Agreement. Franchisee agrees to: (i) confine disclosure of Confidential Information to those of its employees and agents who require access in order to perform the functions for which they have been hired or retained; and (ii) observe and implement reasonable procedures prescribed from time to time by Company to prevent the unauthorized or inadvertent use, publication, or disclosure of Confidential Information, including requiring that Covered Persons and employees with access to Confidential Information execute a form of Confidentiality and Non-Disclosure Agreement approved by Company. Upon request from Company, Franchisee shall deliver to Company a copy of each executed Confidentiality and Non-Disclosure Agreement for its records.

2. Company may terminate this Agreement if Franchisee, or any person required by this Agreement to execute a Confidentiality and Non-Disclosure Agreement with Company or Franchisee, breaches the Confidentiality and Non-Disclosure Agreement. All agreements contained in this Agreement pertaining to Confidential Information shall survive the expiration, termination or Franchisee's assignment of this Agreement. The provisions concerning non-disclosure of Confidential Information shall not apply to the extent disclosure of certain Confidential Information is legally compelled in a judicial or administrative proceeding, provided Franchisee shall have used its best efforts, and shall have afforded Company the opportunity, to obtain an appropriate protective order or other assurance satisfactory to Company of confidential treatment for the information required to be disclosed.

C. Extraordinary Relief. Franchisee understands and agrees that Company will suffer irreparable injury not capable of precise measurement in money damages if any Confidential Information is obtained by any person, firm or corporation and is used to compete with Company or another ROBEKS® franchisee or otherwise in a manner adverse to Company's interest. Accordingly, in the event a breach of any provision regarding use of Confidential Information, Franchisee, on behalf of itself and each Covered Person and each other person subject of the confidentiality restrictions hereunder, hereby consents to entry of a temporary restraining order or other injunctive relief as well as to any other equitable relief which may be granted by a court having proper jurisdiction, without the requirement that Company post bond. Franchisee further agrees that the award of equitable remedies to Company in the event of such breach is reasonable and necessary for the protection of the business and goodwill of Company.

10. ADVERTISING

Recognizing the value of standardizing advertising to maximize goodwill in the Proprietary Marks, enhance general consumer awareness of ROBEKS® stores, and promote the Franchised Business, Franchisee agrees as follows:

A. Local Advertising.

1. Prior to attending the Company's initial training program, Franchisee shall prepare and submit to Company for approval, a local store marketing and advertising plan, in such format and level of detail as specified by Company (as approved and updated from time to time, the "Local Store Marketing Plan"). Company will provide Franchisee with access to, and training on the use of, Company's local store marketing and advertising and digital marketing workbooks for Franchisee to utilize in preparing the Local Store Marketing Plan. Franchisee shall implement, at its cost, the Local Store Marketing Plan during its initial year of operations and thereafter update the Local Store Marketing Plan annually, submit the updated Local Store Marketing Plan for Franchisor's approval prior to each anniversary of the Opening Date, and implement each such approved updated Local Store Marketing Plan at its cost. All Local Advertisements must be approved by Company in the manner set forth in this Agreement before Franchisee may use them. The term "Local Advertisements" is used in its broadest sense to include: (i) any written, printed, or electronic communication of any kind; (ii) any communication by means of a recorded telephone message, spoken on radio, television, or similar communication media; (iii) any promotional item or promotional or publicity event; (iv) the use of any of the Proprietary Marks on merchandise, displays, signs, packaging materials, boxes, novelty items or other tangible personal property of any kind; or (v) any Internet, social media or other digital marketing, advertising or promotional programs, events or materials. Company shall provide Franchisee with written guidelines for Local Advertisements. Franchisee shall not use, disseminate, broadcast, or publish any material using the Proprietary Marks or promoting the Franchised Business without first obtaining Company's written approval of the copy, proposed media, method of distribution and marketing plan for the proposed Local Advertisements. To apply for Company's approval, Franchisee shall submit a true and correct copy, sample, or transcript of the proposed Local Advertisements and additional information material to the proposal disclosing Franchisee's intended use of the proposed Local Advertisements. Company shall have 15 days from the date of receipt in which to approve or disapprove of the submitted materials. If written approval is not received by the end of 15 days, Company shall be deemed to have rejected the proposed Local Advertisements. If written approval is given on or before the end of 15 days, Franchisee may use the proposed Local Advertisements, but only in the exact form approved by Company.

2. Franchisee shall spend a minimum of 2.5% of Net Sales for approved Local Advertisements. Franchisee must prepare all Local Advertisements in accordance with Sections 10.A and 10.B. Payment made to a Regional Advertising Cooperative under Section 10.D. of this Agreement shall count toward this 2.5% minimum expenditure. Franchisee's expenditures for Local Advertisements shall be reflected on the Franchisee's profit and loss statements that Franchisee is required to provide to Company. Company has the right to require Franchisee to submit more detailed substantiation of the advertising expenditures and the right to audit the Franchisee's records relative to Local Advertising.

B. Grand Opening Advertising. In addition to Franchisee's obligations to pay the Marketing Fee, Franchisee shall spend a minimum of $7,500 on grand opening advertising, marketing and promotion in Franchisee's market to publicize the opening of the Franchised Business. The grand opening advertising, marketing and promotion shall occur during the period beginning 30 days prior to and extending through 90 days after the opening of the Franchise Location. Franchisee shall submit a grand opening plan and budget in a form required by Company ("Grand Opening Plan") no later than the date Franchisee commences construction at the Franchise Location. The Grand Opening Plan is subject to Company's approval, and Franchisee shall modify its Grand Opening Plan to conform to Company's requirements. Franchisee shall not open for business without a Grand Opening Plan approved by Company. The Grand Opening Plan will be a part of the Local Store Marketing Plan. Franchisee shall implement all items in the Grand Opening Plan to satisfy its $7,500 minimum grand opening obligation. Franchisee must provide Company with written evidence of the expenditures on grand opening advertising and promotion. Company will collect by automatic debit the difference, if any, between the required $7,500 and what Franchisee actually spent and deposit that amount in the Marketing Fund. All grand opening advertising is subject to Company's approval, which Franchisee shall obtain according to the procedure for Local Advertisements.

C. ROBEKS® Marketing Fund.

1. Company has developed the ROBEKS® Marketing Fund ("Marketing Fund") for the purpose of underwriting expenses associated with the creation, development and publication of advertising and promotional programs designed to enhance consumer awareness and identity of the Proprietary Marks and ROBEKS® stores generally for the benefit of the ROBEKS® brand and ROBEKS® stores.

2. Franchisee shall pay to Company, without offset, credit, or deduction of any nature, a Marketing Fee at a rate equal to 2.5% of Franchisee's Net Sales. The Marketing Fee shall be due and payable weekly, together with the Royalty Fee, by automatic bank debit, as Company may from time to time direct. Company shall account for the Marketing Fee in a Marketing Fund account, which may be supported by a separate bank account. The Marketing Fee will not be deposited in a trust or escrow account.

a. Company shall use the Marketing Fund to meet all costs of maintaining, administering, directing, and preparing advertising and marketing programs, public relations and market research. Company will not be restricted with respect to what, where and how the Marketing Fund will be applied for these purposes. Company has the absolute right to determine the form, content, time, location, market, and choice of media and markets for all advertising and promotion paid for from the Marketing Fund proceeds. Without limiting the scope of Company's general authority, Company may use the Marketing Fund to pay for the cost to (i) create, prepare, and produce advertising and promotional formats, materials and samples including point of sale materials, promotional graphics, brochure take-away graphic menus, and coupons; purchase media space or time; purchase outdoor advertising art and space; create direct mail advertising and literature of all kinds; (ii) administer local, regional, and national advertising programs, including buying direct mail and other media advertising, and purchasing electronic listings in white and yellow page web sites; (iii) conduct electronic advertising promoting the ROBEKS System and Proprietary Marks; (iv) employ advertising, public relations, and media buying agencies; (v) support public relations, market research, consumer research, and new product research; (vi) maintain a toll-free telephone number and system-wide intranet for franchisees to access for marketing assistance; (vii) pay expenses directly associated with maintaining and administering the Marketing Fund, including the cost to prepare annual accountings, expenses to collect Marketing Fees from delinquent franchisees, and the cost of conducting the Annual Meeting if Company elects to hold one or annual regional meetings if Company elects to hold them; and (viii) create and maintain other websites for purposes of marketing the ROBEKS® brand.

b. Company makes no representation that any amount of the Marketing Fund will be spent in any given geographic region or area, that monies will be spent on advertising or promotion that is national in scope, or that monies will be spent in Franchisee's market area in proportion to Franchisee's contributions to the Marketing Fund. Company has no fiduciary obligations to any franchisee with respect to the Marketing Fund and its activities.

c. Franchisee understands and agrees that Company may (i) collect rebates, credits, or other payments from suppliers, and (ii) condition its approval of a supplier on the supplier's willingness to agree to make such payments to Company or Company's Affiliates. These payments may or may not be based on account of purchases by ROBEKS® franchisees. Company shall have the right to refund certain payments to Franchisee, contribute the payments to the Marketing Fund, or retain the payments for Company's own use, regardless of any designation given to the payments by the supplier. If Company elects to contribute a payment to the Marketing Fund, the contribution shall not reduce Franchisee's obligation to pay the Marketing Fee.

d. As long as Franchisee is not in default under this Agreement for nonpayment of the Marketing Fee, Company shall make marketing, advertising and promotional formats, and sample materials created by the Marketing Fund available to Franchisee. Franchisee shall be solely responsible for all costs to reproduce the formats and materials for its own use and distribution. In connection with reproduction and use of formats and materials created by the Marketing Fund, Franchisee shall observe Company's requirements with respect to protecting Confidential Information.

e. Company will prepare an unaudited annual accounting of the Marketing Fund, and will furnish a copy of it to Franchisee upon request. While Company will attempt to expend Marketing Fund collections on a current basis, it may recover over-expenditures from subsequent years and may carry forward under-

expenditures. Company may reimburse itself for internal expenses that it and its Affiliate incur directly associated with maintaining and administering the Marketing Fund including expenses to collect contributions and general operating expenses (such as for rent and salaries in proportion to time devoted to Marketing Fund matters) and for attorneys' fees and other costs related to claims by or against the Marketing Fund.

f. Company may, but is not obligated to, loan money to the Marketing Fund in the event desired expenditures for any period exceed the balance in the Marketing Fund. Any funds loaned to the Marketing Fund will be repayable upon demand when funds are available and bear interest at no more than 2 points over the prime lending rate of Bank of America, its successor, or, if no longer in operation, another national banking institution with headquarters in the United States.

g. Although Company intends the Marketing Fund to be of perpetual duration, Company reserves the right to terminate the Marketing Fund at any time. If there is a balance in the Marketing Fund after payment of final expenses when Company terminates the Marketing Fund, Company shall refund part of the balance to all ROBEKS® operators who paid Marketing Fees for the Accounting Period before Company announced the Marketing Fund's termination in proportion to the amount of each operator's payment. Company may reinstate the Marketing Fund on the terms and conditions stated in this Agreement effective upon no less than 30 days written notice to Franchisee.

h. For each ROBEKS® store that Company or Company's Affiliate owns, Company or Company's Affiliate shall contribute to the Marketing Fund an amount equal to the product of the lowest percentage rate of contribution that any ROBEKS® franchisee is then required to pay to the Marketing Fund multiplied by the Net Sales of the store.

D. Regional Advertising Cooperatives.

1. If, at any time during the Term, two-thirds of the ROBEKS® stores in a specific geographic area encompassing the Franchise Location approve the formation of a regional advertising cooperative or advertising group, Franchisee shall become a member of the regional advertising cooperative or advertising group and be bound by the cooperative's/group's governing rules regardless of whether Franchisee votes in favor of the cooperative's/group's formation or not. Company shall establish the boundaries of each regional advertising cooperative or advertising group based on factors that Company deems relevant including the geographic boundaries of local media markets. As a condition of this Agreement, Franchisee must remain a member in good standing of each cooperative or advertising group to which it may be assigned. In no event shall Franchisee be required to be a member of more than one cooperative/advertising group at any time.

2. The regional advertising cooperative's/advertising group's purpose will be to pool member contributions to purchase media and engage in collective marketing efforts that specifically benefit ROBEKS® stores in the designated geographic area. The members of any regional cooperative/advertising group to which Franchisee is assigned may elect their own officers and directors, subject to the terms of this Agreement and Company's right to approve these rules and procedures to verify that they are consistent with the minimum governance procedures as set forth in the Manual. Company will establish the bylaws for each regional cooperative and governing rules for any advertising group. Each regional advertising cooperative's/group's members and elected officers shall be responsible for the regional advertising cooperative's/group's administration. All advertising and marketing activities that the regional cooperative engages in shall be subject to Company's prior written consent to be obtained in accordance with the procedures set forth in the Manual. A regional advertising cooperative/group must obtain Company's prior written approval before hiring an agency or vendor.

3. All ROBEKS® stores in good standing (as defined in the Manual) in a regional advertising cooperative's/group's territory shall have the right to cast one vote; provided, however, no person owning more than one ROBEKS® store in a regional advertising cooperative's/group's territory may cast more than 50% of all votes entitled to be cast. Company and Company's Affiliate (if Company or Company's Affiliate own a ROBEKS® store in a designated geographic area) shall have the same voting rights as franchisee members.

4. Company may merge adjacent regional advertising cooperatives/groups, subdivide regional advertising cooperatives/groups, change a regional cooperative's/group's geographic boundaries, and

dissolve all regional advertising cooperatives/groups, all effective upon no less than 30 days prior written notice. If a boundary change, merger or subdivision changes the ROBEKS® stores in the regional cooperative or advertising group, two-thirds of the owners of ROBEKS® stores in the new geographic area must approve the formation of the new regional advertising cooperative/group. Franchisee shall become a member of the new regional advertising cooperative/group and be bound by the cooperative's/group's governing rules regardless of whether Franchisee approves of the new cooperative's/group's formation or not.

5. If Franchisee is assigned to a regional advertising cooperative or advertising group, Franchisee agrees to pay all fees and assessments imposed from time to time that are approved by two-thirds of the ROBEKS® stores regardless of whether or not Franchisee votes in favor of the fees or assessments, which fees shall be in addition to the Marketing Fee described in Paragraph 10.C.2.

11. PAYMENTS

A. Initial Franchise Fee. In consideration of the franchise granted to Franchisee, Franchisee shall pay to Company in full upon execution of this Agreement as an initial franchise fee (the "Initial Franchise Fee") the amount set forth on Schedule "A". The Initial Franchise Fee is fully earned when paid and no portion of it is refundable under any circumstance.

B. Royalty Fee. Beginning on the Opening Date and for the remainder of the Term, Franchisee shall pay to Company, without offset, credit or deduction of any nature, a Royalty Fee. Franchisee shall pay the Royalty Fee by automatic bank debit, as Company may from time to time direct. The Royalty Fee shall be due and payable within 10 days after the then-applicable Accounting Period based upon the Franchised Business' Net Sales during the Accounting Period just ended, except when the payment method is automatic bank debit or other electronic means in which case the Royalty Fee shall be due as early as the day after the then-applicable Accounting Period. The amount of the Royalty Fee shall be computed for each Accounting Period based upon the number of Stores that Franchisee owns and operates computed according to the following:

Number of Stores	Royalty Rate
1	7% of Net Sales
2	6.5% of Net Sales
3 or more	6% of Net Sales

The Royalty Rate is variable in that it may change if the Franchisee opens one or more Stores or closes or sells one or more Stores. For example, if Franchisee has two Stores open and in operation and opens a third Store, then Franchisee's Royalty Fee will be reduced from 6.5% of Net Sales to 6% of Net Sales for all three Stores commencing the first full week immediately following the opening of the third Store. Likewise, if Franchisee has four Stores in operation and closes or sells two Stores, then Franchisee's Royalty Fee will be increased from 6% of Net Sales to 6.5% of Net Sales for the remaining two Stores commencing the first full week immediately following the closing or sale of the Stores. For purposes of computing the number of Stores, the parties agree to include both the Stores owned by Franchisee and the Stores owned by entities that are under common control with Franchisee. For purposes of this Agreement, entities will be deemed to be under common control with Franchisee if either of following apply: 1) the same individual owns 51% or more ownership interest in each Franchisee entity; or 2) each Franchisee entity has the same owners and the same ownership percentages. In the event Franchisee has received notice of default, the Royalty Rate will be 7% of Net Sales so long as the default remains uncured regardless of how many stores Franchisee owns.

C. Marketing Fee. Beginning on the Opening Date and for the remainder of the Term, Franchisee shall pay to Company, without offset, credit or deduction of any nature, the Marketing Fee described in this Agreement at the same time, for the same period and in the same manner as the Royalty Fee.

D. Net Sales. For purposes of this Agreement, "Net Sales" means the aggregate of all sales and other income from the Franchised Business, and any sales or other income resulting from Franchisee's conduct of any business outside of the Franchise Location involving the ROBEKS® System, the Proprietary Marks or Proprietary Products, whether payment is in cash credit, gift card(s), proprietary stored value cards or other generally accepted form of payment. Net Sales includes all proceeds from any business interruption insurance, the sale of Proprietary Products and approved wholesale transactions, but excludes: (1) all sales taxes and other taxes separately stated that

Franchisee collects from customers and pays to taxing authorities under Applicable Laws; (2) all refunds and credits made in good faith to arms' length customers; (3) the proceeds from the sale of gift cards or proprietary stored value cards to customers; and (4) the discount value of all authorized coupons, vouchers or other allowances redeemed by Franchisee.

E. Electronic Payment. Company reserves the right to collect electronically from Franchisee all obligations arising under this Agreement, and all sums owed to Company or Company's Affiliate, through one or more depository transfer accounts or using such methods as Company may designate in the Manual or otherwise in writing. Franchisee will execute an ACH authorization form as attached as Schedule F and such other forms as may be necessary to allow Company to collect by means of electronic transfer. Franchisee shall bear all costs to establish and maintain the required electronic payment system and shall comply with Company's procedures for electronic payment, which Company may modify during the Term. Company has the right to charge fees to Franchisee for any electronic payments that are returned or refused by Franchisee or its bank.

F. Late Charges; Other Payments. If Franchisee fails to pay by the date payment is due any amount due to Company under this Agreement, Franchisee shall be obligated to pay late charges as set by Company from time to time. As of the date of this Agreement, the amount of the late charge is $200. In addition, Company has the right to impose other fines and charges for violations of this Agreement or violation of the standards set forth in the Manual and for returned or refused electronic payments. As of the date of this Agreement, the maximum amount of such fines is $500 per violation. Franchisee shall also pay interest on all amounts outstanding at the rate of 1 ½% per month (but not to exceed the maximum legal rate of interest) imposed from the date payment was due or the charge was imposed until the entire sum and late charge is paid in full. Company's rights to collect these late charges, fees and other payments are in addition to its rights under Section 17 of this Agreement.

G. Application of Fees. Notwithstanding any designation by Franchisee, Company shall have the right to apply any payments by Franchisee to any past due indebtedness of Franchisee for Royalty Fees, Marketing Fees, purchases from Company or Company's Affiliate, interest or any other indebtedness in such amounts and in such order as Company shall determine.

H. Company's Additional Rights. If Franchisee fails to pay any amounts due under this Agreement or provide any reports required by Paragraph 12 hereof, Company shall have the right to (i) refuse Franchisee's orders for Proprietary Products and (ii) request that Company's designated supplier or suppliers, which may include Company's Affiliate, and any of Company's approved suppliers refuse any orders from Franchisee.

12. ACCOUNTING AND RECORDS

A. Maintenance of Business Records. During the Term, Franchisee shall maintain full, complete, and accurate business records in accordance with the standards stated in the Manual or otherwise prescribed by Company in writing. Franchisee shall keep all business records and required business equipment and software systems together at the place where notices to Franchisee are required to be sent, unless Company grants Franchisee permission to keep its business records elsewhere. All business records that this Agreement requires Franchisee to maintain shall be retained by Franchisee for a minimum of 7 years during and following the expiration, termination, or Franchisee's assignment, of this Agreement. Company reserves the right to require Franchisee to use a specific accounting system and to engage an accounting firm for Franchisee's bookkeeping and accounting needs (and Company may require that Franchisee uses one of Company's approved accounting firms).

B. Reports.

1. Franchisee shall submit to Company weekly statistical control forms and such other financial, operational, and statistical information as Company may require to (i) assist Franchisee in the operation of the Franchised Business in accordance with the ROBEKS® System; (ii) allow Company to monitor Franchisee's Net Sales, purchases, costs, and expenses; (iii) enable Company to develop chain-wide statistics; (iv) assist Company to develop new authorized products, remove unsuccessful authorized products, including unsuccessful Proprietary Products, and improve and enhance Proprietary Products; and (v) implement changes in the ROBEKS® System to respond to competitive and marketplace changes; provided, however, nothing herein shall prevent Company from polling Franchisee's point of sale cash collection system and other financial records daily, or more frequently, by

electronic or other remote means. If Company chooses to conduct such polling of Franchisee's point of sale cash collection system and other financial records daily and Franchisee, for any reason, does not comply with such polling procedure and does not provide physical copies by facsimile or other means within 24 hours from the time Company attempts to conduct the polling procedure, Company shall have the right, but not the obligation, to reconstruct Franchisee's sales in accordance with Company's then-current procedures, and then collect Royalty Fees on those reconstructed sale. Notwithstanding such collection of Royalty Fees by Company, Franchisee shall not be relieved of its obligations to provide actual reports for the period that Company is unable to conduct the polling procedure, and Company shall have the right to reconcile the collection of Royalty Fees based upon such actual reports.

2. Franchisee shall comply with Company's requests for additional information, including supplying a copy of all sales and income tax returns relating to the Franchised Business at the time Franchisee files them with governmental authorities. Franchisee shall conform to Company's prescribed inventory control procedures, including using prescribed proprietary systems to document inventory sold, remaining inventory levels and other information pertinent to inventory and restocking. Such information shall be conveyed to Company electronically and, upon request, in writing.

3. After the Opening Date, Franchisee shall submit to Company:

a. Financial reports substantiating and documenting actual Net Sales of the Franchised Business, including any business conducted outside of the Franchise Location involving the ROBEKS® System, the Proprietary Marks or Proprietary Products, and providing such additional information as Company may request, on forms and in the manner prescribed by Company, that cover the same Accounting Period as, and must be submitted to Company on or before the date for payment of, Royalty Fees.

b. On or before 20 days after the end of each Accounting Period, in the form approved by Company, a profit and loss statement and balance sheet providing the results of operation during the Accounting Period just ended and cumulative information for the Calendar Year-to-date.

c. Within 45 days after the end of each Calendar Year during the Term and any Renewal Term, a profit and loss statement and balance sheet as of the last day of the Calendar Year and prepared in accordance with the accounting procedures stated in the Manual.

4. All reports submitted to Company pursuant to this Agreement shall be executed by Franchisee or a duly authorized representative of Franchisee, certifying that the information is true and correct and that no material fact has been omitted that is necessary in order to make the information disclosed not misleading. In the event that Franchisee fails to submit any report on a timely basis, Company may impose a fee as set forth in the Manual, not to exceed $200 per incident.

C. Recording of Transactions. Franchisee shall track and record all sales and transactions with customers of the Franchised Business utilizing the equipment, recording, and point-of-sale systems prescribed by Company in the Manual. Franchisee shall additionally utilize a computer terminal, dedicated modem, and such other business equipment required by Company (which may include, without limitation, self-service kiosks and/or digital displays) and shall purchase, install, and use designated non-proprietary and proprietary business management and other software programs to record business activities, sales, and inventories and to prepare operating reports in accordance with the requirements of the Manual. All of the foregoing equipment and software shall by purchased and maintained by Franchisee at its sole expense and shall at all times conform to Company's specifications, which Company may modify from time to time. If Company requires Franchisee to use proprietary software in operating the Franchised Business, Franchisee shall execute Company's form of separate software agreement within 10 days after its delivery by Company. Franchisee shall keep all point-of-sale systems and broadband connections operational and accessible by Company at all times. If the point-of-sale systems or broadband connections fail or are rendered inoperative, Franchisee must make every effort to immediately restore accessibility. Company reserves the right to require Franchisee to use a designated broadband provider.

D. Audit Rights.

1. Company and its representatives shall have full access to examine, audit and copy Franchisee's business records relating to the Franchised Business, including Franchisee's federal and state income tax returns and sales tax returns, bank statements (including deposit slips and canceled checks), data stored on Franchisee's computer terminal, point-of-sale systems or on disk, and any other documents and information that Company reasonably requests in order to (i) verify Net Sales or other information reported to Company, and (ii) to evaluate remotely or at the Franchise Location premises Franchisee's compliance with its obligations regarding Customer Information. Company may conduct its examination in Franchisee's business office where the records are kept or request that copies of documents be made by Franchisee and sent to Company or to its representatives for their examination in their office. Additionally, Company may, at its expense, have an independent audit made of Franchisee's business records at any time. Franchisee must fully cooperate with any audit conducted by or on behalf of Company. Franchisee also understands and agrees that Company or its representatives may access Franchisee's business records kept on disk or stored on Franchisee's computer terminal at any time, without notice, by remote electronic means.

2. If any examination or audit conducted by Company reveals an understatement in the Net Sales or other information reported by Franchisee to Company, then Franchisee shall, within 10 days after notice from Company, pay to Company any additional Royalty Fees and Marketing Fees that are owed, together with late charges as provided in this Agreement. If Company discovers that Franchisee has underreported Net Sales by an amount that is 2% or more of the actual Net Sales for the period, Franchisee shall also pay and reimburse Company for all expenses that Company incurs connected with Company's examination and audit, including, but not limited to, Company's accounting and legal fees and travel expenses. If 2 or more audits or examinations of Franchisee's business records conducted within any 24 month period disclose that Franchisee has underreported Net Sales by an amount which is 2% or more of the actual Net Sales for the period, then the second understatement shall be conclusively presumed to have been intentional for purposes of this Agreement. In addition to the consequences identified in this Agreement arising because of the understatement, Company may terminate this Agreement upon discovery of the second understatement based upon Franchisee's intentional underreporting of Net Sales.

E. Project, Business and Accounting Management Software. Company reserves the right to require that Franchisee use specific software applications, tracking systems or other similar means, at Franchisee's cost, which Company may, from time to time, designate or specify to manage the process of developing the Franchise Location, from selection of potential sites through the completion of construction and store opening obligations and to assist in the management of the Franchised Business.

13. STANDARDS OF QUALITY AND PERFORMANCE

A. Strict and Punctual Performance. Franchisee understands and agrees that its strict and punctual performance of all obligations set forth in this Agreement, the Manual or otherwise communicated to Franchisee in writing is a condition of the franchise granted to Franchisee. Without limiting the scope of Franchisee's duties, Franchisee understands and agrees that the failure to abide by Company's standards of quality and performance shall not only constitute a breach of this Agreement, but infringement of the Proprietary Marks.

B. Proprietary Products. Franchisee shall purchase, use, offer for sale, sell, and promote certain Proprietary Products designated by Company and maintain those Proprietary Products in stock at the Franchise Location in quantities needed to meet reasonably anticipated consumer demand. Company shall not be obligated to reveal the specifications, formulas, recipes or supply arrangements of Proprietary Products, which information Franchisee understands and agrees constitutes Confidential Information. Franchisee understands and agrees that Company may as frequently as it deems necessary, change the identity, specifications, formulas, recipes, inventory requirements, and designations, and add new products and delete existing products, from the items that it designates as Proprietary Products. Franchisee shall conform to all changes immediately upon written notice from Company unless Company's written notice specifies a later implementation date. Franchisee shall purchase Proprietary Products only from Company or its designated supplier or suppliers, which may include Company's Affiliate. Franchisee understands and agrees that certain Proprietary Products may have a single designated supplier. Company shall not be liable to Franchisee for delays or shortages in the supply of Proprietary Products or for any defect in the Proprietary

Products purchased, and Franchisee's sole remedy in any of the foregoing events shall be against the manufacturer or supplier of the Proprietary Products. Company may appoint new designated suppliers at any time.

C. Non-Proprietary Products; Alternative Suppliers.

1. Company shall designate all Non-Proprietary Products that Franchisee may or must use, offer for sale, sell, or promote in operating the Franchised Business. To the extent any Non-Proprietary Products constitute inventory sold to the public, or ingredients or raw materials used to prepare foods or beverages sold to the public, Franchisee shall maintain sufficient quantities of the Non-Proprietary Products in stock at the Franchise Location in order to meet reasonably anticipated consumer demand. Franchisee shall purchase Non-Proprietary Products only from suppliers included on Company's then-current list of approved suppliers, which Company may revise as frequently as it deems necessary. All changes in the specifications for Non-Proprietary Products or to the list of approved suppliers shall be communicated to Franchisee by e-mail, by written supplements to the Manual, or otherwise in writing. Franchisee shall not place a new order for any Non-Proprietary Products with a supplier after receiving written notice of changes in the Non-Proprietary Products' specifications or that Company's approval of the supplier has been withdrawn or revoked.

2. If Franchisee desires to offer for sale or use at the Franchised Business any item that does not, at that time, meet Company's specifications for Non-Proprietary Products, or desires to purchase Non-Proprietary Products from a supplier not on Company's approved supplier list, Franchisee shall comply with Company's current approval procedures and requirements for suppliers and Non-Proprietary Products. Franchisee understands and agrees that Company's recommendation or approval of a supplier does not constitute a representation or warranty of the supplier's ability to meet Franchisee's purchasing requirements nor of the fitness or merchantability of the Non-Proprietary Products sold by the supplier. Franchisee understands and agrees that its sole remedy in the event of any shortages, delays, or defects in the Non-Proprietary Products purchased shall be against the manufacturer or supplier of the Non-Proprietary Products.

D. Purchases from Company or Company's Affiliate. From time to time, Company or Company's Affiliate may be a designated supplier or the sole designated supplier of specific Proprietary Products and Non-Proprietary Products in which case the following terms shall apply: (i) Franchisee understands and agrees that Company or Company's Affiliate, as supplier, shall have the right to establish and change prices and other terms of sale, shipment, and delivery, which shall be stated on the invoice or purchase order form or in the Manual or by other means of communication; (ii) neither Company nor Company's Affiliate shall be liable to Franchisee for delays in delivery or shortages in supply of any Proprietary Products or Non-Proprietary Products that they elect to sell to Franchisee due to causes beyond their control; and (iii) neither Company nor Company's Affiliate shall be obligated to fill or ship any orders to Franchisee if Franchisee is in breach of any obligation under this Agreement.

E. Standards of Service. Franchisee shall (i) offer for sale and sell only the specific foods, beverages, Proprietary Products, Non-Proprietary Products, equipment, and other merchandise designated by Company; (ii) label and identify all items offered for sale by the specific name designation given to them by Company; (iii) use only the equipment, supplies, utensils, materials, signs, menu boards, packaging, and delivery services prescribed by Company or that conform to Company's current specifications and standards; (iv) adhere to Company's instructions for storing, handling, preparing, serving, and delivering foods and beverages, including following Company's recipes and specifications for weight, dimensions, and other characteristics of consumable products, Company's requirements for food safety, and Company's specifications for reproducing the Proprietary Marks on containers, napkins, and packaging; (v) adhere to Company's instructions regarding signs, awnings, lighting, and security; and (vi) operate the Franchised Business in accordance with Company's inventory, restocking, and customer service standards and specifications. Franchisee shall also participate in customer online ordering programs and comply with all procedures related thereto. All standards and specifications shall be set forth in the Manual or otherwise communicated to Franchisee and may be revised by Company as frequently as Company deems necessary.

1. All foods and beverages shall be of the highest quality and sold only in containers and with packaging and other materials approved by Company. Franchisee understands and agrees that Company's authorized menu and menu formats may include requirements concerning organization, graphics, product descriptions, illustrations, and other design and content features; that Company may vary the menu, menu format, descriptions, and other designations depending on market size, geographic region, store size and other factors in Company's sole

judgment; and Company may implement changes in the menu and menu formats and authorize tests and special promotions of new foods, beverages, Proprietary Products, Non-Proprietary Products, equipment, and other merchandise at selected ROBEKS® stores or within selected regions. Franchisee shall not install or maintain on the Franchise Location any newspaper racks, video games, juke boxes, gaming machines, gum machines, games, rides, vending machines, or other similar devices, except as authorized by Company. Franchisee shall cooperate with and participate in any e-commerce programs that Company implements, to serve as a local retail support center or in another capacity that Company designates.

2. Franchisee shall, at its own expense, conform to all changes implemented by Company immediately upon written notice from Company unless Company's written notice specifies a later implementation date. Franchisee shall not offer for sale or sell any other kind of merchandise or services, or deviate from Company's current standards or specifications, except with Company's prior written consent. Company may, from time to time, authorize Franchisee to test market specific products or services in connection with operation of a ROBEKS® store. Franchisee shall cooperate in test marketing programs and shall comply with Company's rules and regulations established in connection therewith, without reimbursement or compensation of any kind.

F. Computer and IT Equipment, POS System and IT Support.

1. Franchisee shall use and maintain computer equipment, information technology ("IT") equipment, and a point of sale cash collection system ("POS System") as is specified in the Manual or otherwise by Company in writing. Franchisee shall also use, at Franchisee's expense, IT support services, if any, specified in the Manual or otherwise by Company in writing.

2. The POS System, computer equipment, IT equipment, IT support and all related maintenance of these systems specified by Company are considered "Non-Proprietary Products" and shall be purchased by Franchisee in accordance with Paragraph 13.C., above.

3. Additionally, Franchisee shall maintain electronic data exchange service designated by Company to enable Company to remotely retrieve sales, inventory and other operating data as frequently as Company deems necessary.

G. Franchise Location and Tangible Property.

1. Franchisee shall, at its own expense, maintain the condition and appearance of the Franchise Location and all tangible property used to operate the Franchised Business in the highest degree of cleanliness, orderliness, and repair, consistent with the standards, specifications, and requirements of the ROBEKS® System and as Company may from time to time direct. Franchisee shall promptly replace any tangible property used to operate the Franchised Business that becomes worn, damaged, and non-repairable, or mechanically impaired to the extent that it no longer adequately performs the function for which it was originally intended. All replacement items shall be of the same type, model, and quality specified in the Manual at the time replacement is required. In addition to maintaining the Franchise Location and tangible property in continuous good condition and repair in accordance with this Agreement, Franchisee shall, at its sole expense, periodically make reasonable capital expenditures to remodel, modernize, and redecorate the Franchise Location so that the Franchised Business at all times reflects the then-current image of the ROBEKS® System. All remodeling, modernization, or redecoration of the Franchise Location must be done in accordance with the standards and specifications that Company prescribes, subject to Company's right to modify those standards and specifications reasonably in the exercise of Company's business judgment. If such remodeling, modernization, or redecoration requires that Company prepare a new or revised floor plan, Franchisee shall pay Company for such plan as though Company had prepared an initial floor plan as described in Paragraph 5.A. Franchisee must properly maintain all of the equipment and, if required by Company, must enter into service contracts to ensure that equipment is maintained at such intervals as designated by the equipment manufacturers. Franchisee shall not make any material changes to the Franchise Location without first submitting the proposed changes to Company and obtaining Company's written approval.

2. Franchisee understands and agrees that its failure to repair or maintain the Franchise Location and the tangible property of the Franchised Business in accordance with Company's standards shall constitute a breach of this Agreement. Without waiving its right to terminate this Agreement for such reason, Company

may notify Franchisee in writing specifying the action to be taken by Franchisee to correct the deficiency. If Franchisee fails or refuses to initiate a bona fide program to complete any required repair, maintenance, or corrective work within 30 days after receiving Company's notice, Company shall have the right, in addition to all other remedies, to enter the Franchise Location and complete the required repair, maintenance, or corrective work on Franchisee's behalf. Company shall have no liability to Franchisee for any work performed. To the extent Company elects to perform required repair, maintenance, or corrective work, or to replace non-conforming property with conforming property, Franchisee shall be invoiced for labor and materials, plus an amount sufficient to reimburse Company for Company's actual direct costs to supervise, perform and inspect the work and to procure any replacement items, including labor, materials, transportation, lodging, meals, contractor fees, and other direct expenses, all of which shall be due and payable upon receipt of invoice.

H. Compliance With Laws; Payment of Liabilities. Franchisee shall at all times operate the Franchised Business in strict compliance with all Applicable Laws. Franchisee shall secure and maintain in good standing all necessary franchises, permits, deposits and certificates required to operate the Franchised Business lawfully and shall provide Company with proof of compliance promptly following Company's request. Franchisee shall timely pay all of its obligations and liabilities due and payable to Company, its Affiliates and to Franchisee's suppliers, vendors and lessors. It is Franchisee's responsibility to make sure that Franchisee is in compliance with all laws that are applicable to the POS System or other technology used in the operation of Franchisee's Business, including all data protection, privacy or security laws as well as payment card industry ("PCI") compliance.

I. Credit Cards; Gift Cards; Loyalty Cards and Other System-Wide Marketing Programs. Franchisee shall honor all credit cards designated by Company and enter into and maintain, at Franchisee's expense, all necessary credit card agreements with the issuers of designated cards. Franchisee shall participate in and abide by, at Franchisee's expense, the ROBEKS® gift card program described in the Manual, as Company may revise it from time to time, any loyalty card program, and such other system-wide marketing programs identified by Company, including participation in designated e-commerce programs to serve as a retail support center or in another capacity for Company's electronic distribution activities. Certain programs (including stored value cards) may have transaction charges/service fees and may be administered by Company or a third-party vendor designated by Company. Gift cards or stored value cards once issued are not refundable unless used for the purchase of products in ROBEKS® stores, unless otherwise required by law.

J. Complaints and Other Actions. Franchisee shall submit to Company, promptly upon receipt, copies of all customer complaints and notices and communications received from any government agency relating to alleged violations of Applicable Laws and hereby authorizes the government agency to provide the same information directly to Company upon Company's request. Franchisee shall respond to all customer complaints as set forth in the Manual. Additionally, Franchisee shall promptly notify Company of any written threat or the actual commencement, of any action, suit or proceeding against Franchisee or any person who is a Primary Owner or involving the Franchise Location or the business assets that might adversely affect the operation or financial condition of the Franchised Business, and provide Company with a copy of all relevant documents.

K. Hours of Operation.

1. Franchisee shall operate the Franchised Business on all of the days and during the hours prescribed in the Manual, unless Company's prior written approval of different days or hours is obtained. Franchisee acknowledges and agrees that if the Franchise Location is in a mall, its operating hours shall be the same as the operating hours at the mall. Before the Opening Date, Franchisee shall advise Company of the Franchised Business' operating hours and promptly notify Company of any proposed changes in its operating hours required by the Lease. Franchisee shall prominently disclose its operating hours to the public in the manner required by the Manual, and shall be open and fully prepared to conduct business during all posted operating hours.

2. In the event that Franchisee fails to operate the Franchise Location during such hours for: (a) two consecutive calendar days or (b) on three or more occasions during any seven-day period, unless such failure to operate is due to fire, flood, earthquake, an unforeseen act of government authority beyond Franchisee's control, or other similar causes beyond Franchisee's control, Company and Franchisee agree that Company or Company's designee may, at Company's option, enter the Franchise Location and operate the Franchised Business on Franchisee's behalf. In such event, Franchisee shall pay Company its reasonable costs and expenses of operating (or arranging for operation of) the Franchised Business. Franchisee's failure to operate the Franchise Location during the prescribed hours may constitute abandonment of the Franchised Business under this Agreement.

L. Employees.

1. Franchisee shall employ a sufficient number of competent employees and cause them to receive such in-store training in the ROBEKS® System as Company may require. All employees whose duties include customer service shall have sufficient literacy and fluency to adequately meet the public. Franchisee shall cause all employees, while working in the Franchised Business, to wear uniforms in the color, style, and design then specified by Company, and to present a neat and clean appearance. Franchisee is solely responsible for hiring, firing, and establishing employment policies applicable to its employees, and understands and agrees that this Agreement does not impose any controls or otherwise impinge on Franchisee's judgment to make all employment-related decisions. No employee of Franchisee will be deemed to be an employee of Company for any purpose whatsoever, and nothing in any aspect of the System or the Proprietary Marks in any way shifts any employee or employment related responsibility from Franchisee to Company. Franchisee alone is responsible for hiring, firing, training, setting hours for and supervising all employees.

2. The Franchised Business shall at all times be under the direct, personal supervision of at least one Certified Manager. Franchisee's Certified Managers are solely responsible for training all employees who do not participate in Company's training program before the Opening Date of the Franchised Business. If Franchisee loses its Certified Manager, Franchisee has 90 days to find a replacement Certified Manager who devotes full time and attention to fulfilling Certified Manager duties.

M. Participation in an Internet Website, Social Media Sites, Online Ordering or Other Online Communications. Company may require Franchisee, at Franchisee's expense, to participate in Company's website on the World Wide Web as well as an intranet system and other online communication systems. Company may require Franchisee to participate in any online ordering and delivery system approved from time to time by Company and Company may require Franchisee to use approved or designated third-party providers of delivery services. Company has the right to determine the content and use of the website and will establish the rules under which franchisees may participate. Franchisee may not separately register any domain name or register or operate a Facebook page or participate in any other social media platform containing any of the Proprietary Marks unless approved in advance in writing by Company. Company will retain all rights relating to its website and may alter or terminate the website without prior notice. Franchisee's general conduct on the website or on other online communications (including social media platforms) and specifically Franchisee's use of the Proprietary Marks or any advertising on any website or other online communications is subject to the provisions of this Agreement and the Company's online and social media policies and guidelines. Franchisee acknowledges that certain information obtained through Franchisee's participation in the web site may be considered Confidential Information, including access codes and identification codes. Franchisee's right to participate in the web site or otherwise use the Proprietary Marks on the internet or other online communications (including social media platforms) will terminate when this Agreement expires or terminates.

N. Music System. Unless otherwise approved by Company in writing, Franchisee shall use then in-store music system provider and video system provider designated by Company, and Company reserves the right to designate the content distributed on such music or video systems.

O. Other Activities. Franchisee acknowledges and agrees that it will not market or solicit any products or services to other ROBEKS® franchisees without Company's prior written consent.

P. Customer Information.

(a) Company owns Customer Information (as defined below). Franchisee may only use Customer Information for the purpose of operating the Franchised Business to the extent permitted under this Agreement, including the Manual, during the term hereof and subject to such restrictions as Company may from time to time impose and in compliance with all data privacy, security and other applicable laws. "Customer Information" means any contact information (including name, address, phone and fax numbers, and e-mail addresses), sales and payment history, and all other information about any customer, including any personal information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. As used in this Agreement, the term "customer" refers to any person or entity (i) included on any marketing or customer lists Franchisee develops or uses; (ii) who has purchased or purchases products at the Franchised Business (including through any online ordering/delivery program); or (iii) whom Franchisee has solicited

to purchase any products at the Franchised Business (or via any online ordering/delivery program). Company may use the Customer Information as it deems appropriate, including disclosing it to vendors or sharing it with its affiliates.

(b) Without limiting the foregoing, Franchisee agrees to comply with applicable law in connection with its collection, storage, disclosures and its use and Company's use of such Customer Information, including, if required under applicable law, obtaining consents from customers to Company's and its affiliates' use of the Customer Information. Franchisee must comply with all laws and regulations relating to data protection, privacy and security, including data breach response requirements ("Privacy Laws"), as well as data privacy and security policies, procedures and other requirements Company may periodically establish. Franchisee must notify Company immediately of any suspected data breach at or in connection with the Franchised Business (including through any online ordering/delivery program). Franchisee must fully cooperate with Company and its counsel in determining the most effective way to meet Company's standards and policies pertaining to Privacy Laws within the bounds of applicable law. Franchisee is responsible for any financial losses it incurs or remedial actions that it must take as a result of breach of security or unauthorized access to Customer Information in its control or possession.

(c) If any federal or state Privacy Law, including the California Consumer Privacy Act ("CCPA"), as revised by the California Consumer Privacy Rights Act ("CPRA"), Cal. Civ. Code § 1798.100, et seq., and any related regulations, applies to the operation of the Franchised Business (including through any online ordering/delivery program), whenever and to the extent Franchisee operates as a "Service Provider" or "Contractor" under the CCPA, a data processor, or in a similar capacity under any federal or state Privacy Law, Franchisee represents and warrants that:

(1) Except for the purpose of operating the Franchised Business and in accordance with the Manual, Franchisee will not retain, use, combine or disclose any Customer Information;

(2) Franchisee will not sell, share, make available or otherwise disclose any Customer Information to any third party for valuable consideration or for the purpose of performing cross-context behavioral advertising, targeted advertising or profiling, as those terms are defined under applicable Privacy Laws;

(3) Franchisee will retain, use, or disclose Customer Information outside of the direct business relationship between Franchisee and Company;

(4) Franchisee will delete any Customer Information upon Company's request unless Franchisee can prove that such request is subject to an exception under applicable law; and

(5) If Franchisee receives a Customer Information data request (e.g. a request to delete Customer Information) directly from a consumer (e.g., a California resident under the CCPA or CPRA, or a resident of another jurisdiction under other applicable Privacy Law), Franchisee shall inform Company of that request within one business day and cooperate with Company to ensure that the consumer receives an appropriate and timely acknowledgement and response. As an example, currently under the CCPA, an acknowledgement is typically required within 10 business days and a final response is required within 45 calendar days.

(6) Franchisee will implement reasonable security procedures and practices appropriate to the Customer Information it collects, retains, uses or discloses, in order to protect it from unauthorized or illegal access, including following minimum requirements that may be set forth in the Manual.

(7) Franchisee will cooperate with Company to the extent necessary to assist Company with conducting required data protection assessments or other similar assessments under applicable Privacy Laws, responding to Customer Information data requests, responding to requests or inquiries from government authorities, or if Company seeks to ensure that Franchisee has collected, retained, used, or disclosed Customer Information consistent with Privacy Laws and this Agreement, including but not limited to providing Company with requested compliance documents, or allowing Company or its designee to assess, audit, or test Franchisee's privacy and security controls at least annually.

(8) Franchisee will cooperate with Company to stop or remediate any unauthorized use of Customer Information, including verifying that Franchisee no longer retains any personal information that a consumer has asked to delete under applicable Privacy Laws.

(9) Franchisee will notify Company immediately if Franchisee determines it cannot meet its obligations under Privacy Laws or this Agreement regarding its collection, retention, use, or disclosure of Customer Information.

(d) Franchisee certifies that it understands the restrictions in Paragraphs (1) – (9) of this section and will comply with them. Franchisee also acknowledges and agrees that Company may modify these restrictions from time to time by written notice to Franchisee, by issuing updates to Company's standards and policies pertaining to Privacy Laws, including by adding other similar restrictions that may be required under other state or federal Privacy Laws, and Franchisee agrees to comply with the same. Franchisee also agrees to execute any addenda that Company may determine are required to conform this Agreement to new or changed Privacy Laws.

To the extent that Franchisee engages another person to collect, use, sell, share, store, disclose, analyze, delete, modify, or to otherwise perform any processing of Customer Information for the purpose of operating the Franchised Business (a "Subprocessor"), Franchisee will notify Company of such engagement, which shall be governed by a written contract that includes the same restrictions as in Paragraphs (1) – (9) of this section and imposes reasonable confidentiality obligations and privacy and security controls on the Subprocessor.

Q. Ethical Business Conduct. Franchisee agrees to adhere to good business practices, observing high standards of honesty, integrity, fair dealing and ethical business conduct and good faith in all business dealings with customers, vendors, Franchisee's employees, Company's corporate employees, and all other ROBEKS® franchisees. Franchisee must not engage in deceptive, misleading or unethical practices or conduct that may have a negative impact on the reputation and goodwill associated with the Proprietary Marks.

R. Crisis Situations. In the interest of protecting the ROBEKS® brand, Proprietary Marks and the ROBEKS® System, the Company has the sole and absolute right to determine a response, including what steps will be taken and what communications will be made, in instances of a Crisis, and Franchisee agrees to comply with and implement the Company's directions in response to a Crisis. "Crisis" means an event or development that negatively impacts the ROBEKS® brand or the ROBEKS® System in such a way that Company determines may cause substantial harm or injury to the Proprietary Marks, the ROBEKS® System, or the reputation or image of the ROBEKS® brand.

14. COMPANY'S OPERATIONS ASSISTANCE

In addition to obligations stated elsewhere in this Agreement, and provided Franchisee is not in default under the terms of this Agreement, Company shall provide the following services:

A. Continuing Consultation and Advice. As and to the extent required in Company's judgment, Company shall provide:

1. Regular consultation and advice to Franchisee in response to Franchisee's inquiries about specific administrative and operating issues that Franchisee brings to Company's attention. Company shall have the right to determine the method for communicating the consultation or advice, which may differ from the methods used for other ROBEKS® franchisees. For example and without limitation, consultation and advice may be provided by telephone, in writing, electronically, in person, or by other means.

2. Upon Franchisee's request, Company may agree to provide on-site instruction and assistance at a mutually-scheduled time, provided Franchisee pays Company its then-current per diem fee set forth in the Manual, plus reimburses Company's reasonable expenses incurred in providing on-site instruction, including expenses for air and ground transportation, lodging, meals, and personal charges.

B. Inspections. In addition to Company's audit rights described in this Agreement, Franchisee expressly authorizes Company and its representatives, at any reasonable time and without prior notice to Franchisee,

to enter the premises of the Franchise Location and conduct regular inspections of the Franchised Business and Franchisee's methods of operation, including observing and conducting discussions with Franchisee's employees, observing customer interaction and services, and reviewing Franchisee's books and records (including data stored on Franchisee's computer hard drive and disks) in order to verify compliance with this Agreement. Company and its representatives reserve the right to select or request that Franchisee provide them, free of charge, with inventory, equipment, advertising and other samples for inspection and evaluation purposes to make certain that the items conform with Company's then-current standards. Franchisee shall cooperate fully with Company's inspections and promptly cure all deviations from Company's standards, specifications, and operating procedures that Franchisee is notified of either orally or in writing. Any evaluation or inspection Company conducts is not intended to exercise, and does not constitute, control over Franchisee's day-to-day operation of the Franchised Business nor does it mean that Company assumes any responsibility for Franchisee's obligations under this Agreement.

C. Annual Meeting. In addition to additional training, Company may conduct an annual meeting at a location that Company selects (the "Annual Meeting") to address recently-implemented changes in the ROBEKS® System and other topics of common interest to franchisees, including new merchandising approaches, changes in Proprietary Products and Non-Proprietary Products, industry trends, customer relations, personnel administration, local retail marketing, and competitive changes in the market for health foods, fruit smoothies, and related products and merchandise. Franchisee or at least one person who is a Primary Owner must attend each Annual Meeting held, and Company may additionally require the attendance of Franchisee's Certified Managers or other designated personnel at one or more Annual Meetings, but in no event shall Company require attendance by more than 2 persons. Company will not impose a fee to attend the Annual Meeting, but Franchisee must pay the transportation, lodging, personal expenses and salary for each employee who attends an Annual Meeting. Company reserves the right to hold regional meetings annually in lieu of a national Annual Meeting.

D. Research and New Developments. As and to the extent required in Company's judgment, Company will investigate and conduct market research; monitor the activities of competitors; and monitor advances in products that compete with Proprietary Products in order to maintain and enhance the reputation and demand for ROBEKS franchises and the products and merchandise sold therefrom.

15. INSURANCE

A. Minimum Coverage. Before the Opening Date, Franchisee shall procure, at its own expense, and maintain in full force and effect during the Term, policies of insurance in accordance with the following terms and conditions:

1. Comprehensive general liability insurance with minimum coverage per Franchise Location of $2,000,000.00 combined single limit (including broad form contractual liability; products/completed operations; personal and advertising injury; medical payments and fire damage liability), or the higher amount required by the Lease, insuring Company and Franchisee against all claims, suits, obligations, liabilities and damages, including attorneys' fees, based upon or arising out of actual or alleged personal injuries or property damage resulting from, or occurring in the course of, or otherwise relating to the Franchised Business or the activities of Franchisee's employees. The required liability coverage shall not be limited in any way by reason of any insurance that Company maintains. Company and Robeks Corporation and any other designated affiliates or related parties shall be named as additional insureds on each liability policy.

2. Workers compensation and employer's liability insurance as required by Applicable Law.

3. All "Risks" or "Special" form general casualty insurance coverage, including fire and extended coverage, vandalism, and malicious mischief insurance for any vehicle that Franchisee uses in operating the Franchised Business, and for additional perils (including flood and earthquake coverage) if applicable to the area where the Franchised Business is located, for the full replacement value of the Franchised Business and its contents and for any vehicle that is used in the Franchised Business, based on the cost of replacing the damaged or destroyed property with property meeting Company's current specifications at the time replacement is required. The minimum coverage shall be no less than the amount specified in the Manual on the Effective Date.

4. Business interruption insurance covering actual losses and contract liabilities (including obligations to Company and Company's Affiliate under this Agreement or for minimum inventory quantities of Proprietary Products) that Franchisee may sustain, for a minimum of a twelve (12) month period.

5. Additional types and amounts of insurance coverage as may be required by the Lease, including coverage for all parties that the Lease requires be covered as additional insureds.

B. Additional Insurance Specifications.

1. Company shall specify the deductible limits for each required insurance policy and may, from time to time, increase the minimum insurance requirements, establish and change deductible limits, require that Franchisee procure and maintain additional forms of insurance, and otherwise modify the insurance requirements contained in this Agreement based upon inflation, general industry standards, Company's experience with claims, or for other commercially reasonable reasons. Franchisee shall comply with any change imposed by Company within 30 days after written notice from Company and shall submit written proof of compliance to Company upon request.

2. Each insurance policy required by this Agreement shall be written by insurance companies of recognized responsibility meeting the standards stated in the Manual. Before the Opening Date, or the earlier date specified in the Lease, Franchisee shall submit to Company certificates of insurance showing compliance with Company's insurance requirements. All certificates shall state that the policy will not be canceled or altered without at least 30 days prior written notice to Company. Maintenance of required insurance shall not relieve Franchisee of liability under the indemnity provisions set forth in this Agreement. Franchisee shall cause each policy of insurance required by this Agreement to include a waiver of subrogation, which shall provide that Franchisee and Company each releases and relieves the other, and each waives its entire right to recover damages, in contract, tort, and otherwise, against the other for any loss or damage occurring to Franchisee's property arising out of or resulting from any of the perils required to be insured against under this Agreement. The effect of these releases and waivers by Company and Franchisee shall not be limited by the amount of insurance carried by Franchisee or required by this Agreement or by any deductible applicable thereto.

3. Should Franchisee not procure or maintain the insurance required by this Agreement, Company may, without waiving its right to declare a breach of this Agreement based on Franchisee's default, procure the required insurance coverage at Franchisee's expense, although Company has no obligation to do so. Franchisee shall pay Company in full, upon receipt of invoice, an amount equal to the premiums plus a service charge of 25% of the annual cost of the coverage to reimburse Company for its costs in obtaining the required insurance.

4. Franchisee understands and agrees that the minimum insurance requirements set forth in this Agreement do not constitute a representation or warranty by Company that the minimum coverage and specified types of insurance will be sufficient for the Franchised Business. Franchisee understands and agrees that it is solely responsible for determining if the Franchised Business requires higher coverage limits or other types of insurance protection.

5. Franchisee shall require its insureds to provide Company with copies of certificates of insurance upon the renewal of any policy.

16. COVENANTS

A. Definitions. For purposes of this Agreement: (1) "Covered Person" means: (i) the individual executing this Agreement as Franchisee; (ii) each officer, director, shareholder, member, trustee or general partner and any other owner of any ownership interest in Franchisee (if Franchisee is an entity); and (iii) each member of Franchisee's or any of the foregoing individuals' immediate family; and (2) "Covered Area" means anywhere within a 10 mile radius measured from: (i) the Franchise Location, and (ii) the franchise location of every other ROBEKS® store located anywhere in the world regardless of whether the ROBEKS® store opens before or after the Effective Date of Termination or Expiration of this Agreement or is owned by another franchisee, Company or Company's Affiliate.

B. Noncompetition.

1. During the Term and any Renewal Term, it shall be a breach of this Agreement for Franchisee or any Covered Person, directly or indirectly, to own (either beneficially or of record), engage in or render services to, whether as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any business located anywhere in the world that derives more than 10% of its gross sales from the manufacture, sale or distribution, at retail or wholesale, of fresh or frozen fruit juice-type beverages of any kind, yogurt, nutritionally-oriented foods or nutritional or vitamin supplements; provided, however, the restrictions stated in this Paragraph shall not apply to any Covered Person after 2 years from the date the Covered Person ceases to be an officer, director, shareholder, member, trustee, owner, general partner or otherwise associated in any capacity with Franchisee.

2. For 2 years following the Effective Date of Termination or Expiration of this Agreement (as defined in this Agreement) for any reason, or an event of transfer as defined in this Agreement, whichever occurs first, it shall be a breach of this Agreement for Franchisee, Franchisee's Affiliate or any Covered Person, directly or indirectly, to own, engage in or render any services to, whether as an investor, partner, lender, director, officer, manager, employee, consultant, representative, or agent, any business that:

a. is located in the Covered Area and derives more than 10% of its gross sales from the manufacture, sale or distribution, at retail or wholesale, of any or all of the following: fresh or frozen fruit juice-type beverages, nutritionally-oriented foods or nutritional supplements; or

b. is located outside of the Covered Area, but derives more than 10% of its gross sales from the manufacture, sale, or distribution, at retail or wholesale, to persons in the Covered Area, of any or all of the following: fresh or frozen fruit juice-type beverages, nutritionally-oriented foods or nutritional supplements.

c. The restrictions stated in this Paragraph shall not apply to any Covered Person after 2 years from the date that the Covered Person ceases to be an officer, director, shareholder, member, trustee, owner, general partner, or otherwise associated in any capacity with Franchisee.

3. This Agreement does not prohibit Franchisee, Franchisee's Affiliate or any Covered Person from owning 5% or less of the voting stock of an entity whose shares are publicly traded on a national or foreign stock exchange that manufactures, sells or distributes, at retail or wholesale, fresh or frozen fruit juice-type beverages, nutritionally-oriented foods or nutritional supplements.

C. Interference. Neither Franchisee nor any Covered Person shall, directly or indirectly, for itself or on behalf of any other person, divert, or attempt to divert, any business or customer of the Franchised Business away from the ROBEKS® System or perform any act that directly or indirectly could, or may, injure or prejudice the goodwill and reputation of the Proprietary Marks or the ROBEKS® System.

D. Written Agreement. As a condition of this Agreement, unless they have already done so, Franchisee shall cause each Covered Person to execute Company's form of Confidentiality, Non-Disclosure, and Non-Competition Agreement with Company containing restrictions substantively identical to the provisions of this Agreement.

E. Survival. The covenants stated in this Article shall survive termination, expiration or the transfer of this Agreement.

F. Savings Clause. Franchisee acknowledges that the covenants set forth in this Article are fair and reasonable and necessary for the protection of the legitimate business interests of Company, the ROBEKS® System and other franchisees, including Confidential Information and customer goodwill. If, however, a court of competent jurisdiction determines that the restrictions in this Article, given the scope and time of the restrictions, are unenforceable as written, the parties agree that the scope and time shall be deemed to extend only over the maximum period of time and geographic area that the court deems enforceable.

G. Enforcement. Franchisee understands and agrees that Company will suffer irreparable injury not capable of precise measurement in money damages if Franchisee or any Covered Person breaches the covenants set forth in this Article. Accordingly, in the event a breach occurs, Franchisee, on behalf of itself and each Covered Person, hereby consents to entry of a temporary restraining order or other injunctive relief as well as to any other equitable relief that may be granted by a court having proper jurisdiction, without the requirement that Company post bond. Franchisee further agrees that the award of equitable remedies to Company in the event of such breach is reasonable and necessary for the protection of the business and goodwill of Company.

17. DEFAULT AND TERMINATION

A. Termination by Franchisee.

1. Franchisee may terminate this Agreement by written notice to Company for any reason constituting good cause, provided (i) Franchisee is not in default of any obligation under this Agreement when it serves written notice of default on Company, and (ii) termination is accomplished in accordance with the requirements of this Agreement. Any attempt by Franchisee to terminate this Agreement except on the grounds, or according to the procedures, stated in this Agreement shall be void. Franchisee's termination of this Agreement shall not entitle it to a refund of any monies that Franchisee has paid to Company or Company's Affiliate.

2. Good cause means that Company has committed a material and substantial breach of this Agreement that it has not cured within the period allowed by this Agreement. Franchisee's written notice must specify with particularity the matters cited to be in default and provide Company with a minimum of 30 days in which to cure the default. Additional time to cure must be provided as is reasonable under the circumstances if a default cannot reasonably be cured within the minimum 30-day period.

B. Termination By Company Without Opportunity to Cure.

Company may terminate this Agreement effective immediately upon Company's delivery of written notice of termination to Franchisee based upon the occurrence of any of the following events that shall be specified in Company's written notice, and Franchisee shall have no opportunity to cure a termination based on any of the following events:

1. Should Franchisee (i) fail to (a) obtain approval of the Franchise Location or (b) deliver an executed Lease and Addendum to Lease on or before the deadlines specified in this Agreement or (ii) execute a Lease without the written consent of Company or (iii) execute a Lease Addendum in a form not approved by Company;

2. Should Franchisee fail to open the Franchised Business to the public on or before the Opening Date, as specified in this Agreement;

3. Should Franchisee fail or refuse to pay, on or before the date payment is due, any fees or other amounts payable to Company, Company's Affiliate or the Marketing Fund, and should the default continue for a period of 10 days after written notice of default is given by Company to Franchisee;

4. Should Franchisee fail or refuse to submit any report or financial statement on or before the date due, and should the default continue for a period of 10 days after written notice of default is given by Company to Franchisee;

5. Should Franchisee lose the right to possession of the Franchise Location due to (i) Franchisee's breach of the Lease that either cannot be cured or which Franchisee has failed to cure within the allowed time period or (ii) Franchisee's failure to exercise an option to extend the Lease within the time periods set forth in the Lease;

6. Should Franchisee commit an event of default under any other agreement by and between Franchisee and Company pertaining to the Franchised Business and franchise granted by this Agreement that, by its

terms, cannot be cured or which Franchisee has failed to cure within the allowed time period, including a default under any personal guaranty;

7. Should Franchisee make any general arrangement or assignment for the benefit of creditors or become a debtor as that term is defined in 11 U.S.C. ¶101 or any successor statute, unless, in the case where a petition is filed against Franchisee, Franchisee obtains an order dismissing the proceeding within 60 days after the petition is filed; or should a trustee or receiver be appointed to take possession of all, or substantially all, of the assets of the Franchised Business, unless possession of the assets is restored to Franchisee within 30 days following the appointment; or should all, or substantially all, of the assets of the Franchised Business or the franchise rights be subject to an order of attachment, execution or other judicial seizure, unless the order or seizure is discharged within 30 days following issuance;

8. Should Franchisee, or any duly authorized representative of Franchisee, make a material misrepresentation or omission in obtaining the franchise rights granted hereunder, or should Franchisee or any officer, director, shareholder, member, manager, or general partner of Franchisee, be convicted of or plead no contest to a felony charge or engage in any conduct or practice that, in Company's reasonable judgment, reflects unfavorably upon or is detrimental or harmful to the good name, goodwill, or reputation of Company or to the business, reputation, or goodwill of the ROBEKS® System or the Proprietary Marks;

9. Should Franchisee fail to comply with the conditions governing the transfer of rights under this Agreement;

10. Should an order be made or resolution passed for the winding-up or the liquidation of Franchisee (if Franchisee a corporation, limited liability company, partnership, or other business entity) or should Franchisee adopt or take any action for its dissolution or liquidation;

11. Should Franchisee have received from Company, during any consecutive 24 month period, 3 or more notices of default (whether or not the notices relate to the same or to different defaults and whether or not the defaults were timely cured by Franchisee);

12. Should Franchisee make any unauthorized use, publication, duplication, or disclosure of any Confidential Information or any portion of the Manual, or should any person required by this Agreement to execute a Confidentiality and Non-Disclosure Agreement or a Confidentiality, Non-Disclosure and Non-Competition Agreement, as applicable, breach such agreement;

13. Should Franchisee abandon or fail or refuse to actively operate the Franchised Business for any period such that Company may reasonably conclude that Franchisee does not intend to continue operating it, unless Franchisee obtains Company's written consent to close the Franchised Business for a specified period of time before Franchisee ceases regular activities;

14. Should Franchisee materially misuse or make an unauthorized use of any of the Proprietary Marks or commit any other act that does, or can reasonably be expected to, materially impair the goodwill or reputation associated with any of the Proprietary Marks or the ROBEKS® System;

15. Should Franchisee intentionally underreport Net Sales under the criteria established in this Agreement;

16. Should Franchisee fail to comply with its Lease such that the landlord has terminated the Lease or could terminate the Lease without any further opportunity of Franchisee to cure; or

17. Should Franchisee fail to cure any violation of federal, state, or local law within 10 days after being notified of non-compliance.

C. Termination by Company With Right to Cure. Should Franchisee breach, or refuse to fulfill or perform any obligation arising under this Agreement not identified in Subparagraph B. above, or fail or refuse to

adhere to any mandatory operating procedure, specification or standard prescribed by Company in the Manual or otherwise communicated to Franchisee, Company may terminate this Agreement effective at the close of business 30 days after giving written notice of default to Franchisee that specifies the grounds of default, if Franchisee fails to cure the default cited in the notice. Company shall indicate its decision to terminate by notice given to Franchisee either before, or after, the end of the 30-day cure period. If a default cannot reasonably be cured within 30 days, Franchisee may apply to Company for additional time to complete the cure. The length of the additional cure period, if any, allowed by Company shall be stated in writing signed by Company. If Company grants an extension and if Franchisee does not complete the required cure within the extended cure period, termination of this Agreement shall be effective at the close of business on the last day of the extended cure period without further notice from Company.

D. Effect of Termination or Expiration. Termination or expiration of this Agreement shall result in the concurrent and automatic termination of all agreements between the parties pertaining to the Franchised Business or the franchise granted by this Agreement. In any proceeding in which the validity of termination of this Agreement is at issue, Company shall not be limited to the reasons set forth in any notice of termination or default given to Franchisee. Notwithstanding the termination of this Agreement, the parties agree that any other Franchise Agreements then in effect between the parties concerning other ROBEKS® stores owned by Franchisee shall remain in full force and effect, unless the grounds that Company has relied upon to terminate this Agreement also constitute grounds for terminating the other Franchise Agreements and Company has satisfied all requirements to terminate the other Franchise Agreements.

E. Effective Date of Termination or Expiration of this Agreement. For purposes of this Agreement, the "Effective Date of Termination or Expiration of this Agreement" is defined as follows: The Effective Date of Termination is: (i) the date Franchisee receives notice of termination described in Paragraph 17.B., or (ii) the last day of the permitted cure period for a default described in Paragraph 17.C.; and the Effective Date of Expiration of this Agreement is the last day of the Term.

F. Additional Remedies. Franchisee acknowledges and agrees that termination of this Agreement is not Company's sole remedy for a breach by Franchisee. Company also has the right to impose charges for violations, seek damages, require specific performance, and pursue other remedies in addition terminating this Agreement.

18. RIGHTS AND DUTIES OF PARTIES UPON EXPIRATION OR TERMINATION

A. Franchisee's Obligations.

On and after the Effective Date of Termination or Expiration of this Agreement, Franchisee must comply with the following duties:

1. Within 10 days following the Effective Date of Termination or Expiration of this Agreement, Franchisee shall pay all fees and other amounts owed to Company, including late charges and interest on any late payments. In addition, Franchisee will pay all amounts owed to preferred vendors.

a. The Royalty Fee and Marketing Fee imposed pursuant to this Agreement shall continue to be due and payable (and late charges and interest thereon assessed) after the Effective Date of Termination or Expiration of this Agreement until the date that Franchisee completes all post-termination obligations required by this Agreement. Franchisee's payments shall be accompanied by all reports required by Company regarding Net Sales and business transactions through the date of payment.

b. When termination is based upon Franchisee's default, Franchisee shall also pay to Company all damages, costs and expenses, and reasonable attorneys' fees incurred by Company in enforcing the default and termination.

In addition, Franchisee will immediately pay, as fair and reasonable liquidated damages ("**Liquidated Damages**"), an amount equal to (i) the lesser of (x) 104 weeks or (y) the remaining number of weeks under the Term, *multiplied by* (ii) the average weekly Royalty Fee payments (calculated in accordance with Section 11.B) payable by Franchisee hereunder for the 52 weeks preceding the termination (during which time the Franchisee was in good

standing under this Agreement), or for a shorter period commencing with the Effective Date of this Agreement if this Agreement is terminated in the first 52 weeks of the Term. If the Franchised Business has never been opened and therefore has no history of Royalty Fee payments, the Liquidated Damages will be calculated based on the average weekly Net Sales of all Robeks franchised businesses located in the state where the Franchised Business is located for the 52-week period immediately preceding the termination. If there are no Robeks franchised businesses located in such state, the calculation will be based on the average weekly Net Sales of all Robeks franchised businesses located in the United States. Company and Franchisee acknowledge and agree that the termination of this Agreement will result in Company incurring damages based on lost revenues from Royalty Fees and other amounts payable by Franchisee and the potential loss of goodwill if the Franchised Business is no longer a Robeks franchise, and that it will be difficult to calculate with certainty the amount of damages Company will incur and in Company's experience, it frequently takes two years or more to establish a new franchisee in a given location. The provisions of this paragraph do not apply if the Agreement expires at the end of its initial Term or is terminated due to (i) Franchisee's (or if Franchisee is an entity, Primary Owner's) death; (ii) Franchisee's (or if Franchisee is an entity, Primary Owner's) incapacity for at least 90 consecutive days, in either case which event results in Franchisee's (or if Franchisee is an entity, Primary Owner's) inability to personally operate the Franchised Business; (iii) condemnation or other taking, in whole or in part, of the Franchised Business due to eminent domain; (iv) destruction of all or a substantial part of the Franchised Business through no fault of Franchisee; or (v) a determination made by Company in good faith and in the normal course of business to withdraw from marketing in the geographical area in which the Franchised Business is located. Notwithstanding the foregoing, if a court determines that the payment under this paragraph is unenforceable, then Company may pursue all other available remedies, including consequential damages to the extent proved.

2. Franchisee shall immediately cease using and, within 48 hours after the Effective Date of Termination or Expiration of this Agreement, deliver to Company the Manual; all documents, proprietary software and supporting documentation, if any, and all other confidential or proprietary materials that Company has provided to Franchisee pursuant to this Agreement; and shall retain no copy or record of any of the foregoing. Continued use by Franchisee of any copyrighted material shall constitute willful copyright infringement by Franchisee.

3. With respect to the Franchise Location, Company may, pursuant to the Addendum to Lease, accept an assignment of the Lease, in which case, upon notice from Company, Franchisee shall forthwith vacate the Franchise Location, leaving it in good condition and repair with all fixtures and equipment in good working order. Company shall give Franchisee written notice of its election to accept an assignment of the Lease within 10 days after the Effective Date of Termination or Expiration. Company's failure to timely notify Franchisee shall signify its decision not to accept an assignment of the Lease. If Company does not accept an assignment of the Lease, Franchisee shall, at its sole cost and expense, within 20 days after the Effective Date of Termination or Expiration, remove all signs and other physical and structural features that readily identify the site as a ROBEKS store, in a manner acceptable to Company, so that the former Franchise Location no longer suggests or indicates a connection with the ROBEKS System.

4. Franchisee shall execute and deliver a general release, in form satisfactory to Company, of any and all claims against Company and its affiliates, officers, directors, shareholders, employees, and agents.

5. Franchisee shall cease using or selling all Proprietary Products. This obligation shall extend to perishable and non-perishable Proprietary Products, regardless of their condition.

6. Franchisee shall permanently cease using, in any manner whatsoever, the Proprietary Marks, Confidential Information, and any other property associated with the ROBEKS® System or that suggests or indicates that Franchisee is or was an authorized ROBEKS® franchisee or continues to remain associated with the ROBEKS® System. Franchisee shall cancel all advertising and promotional activities that associate Franchisee with the ROBEKS® System. Continued use by Franchisee of any of the Proprietary Marks or Confidential Information shall constitute willful trademark infringement and unfair competition by Franchisee.

7. Franchisee shall take such action as may be required to cancel all fictitious or assumed name or equivalent registrations relating to its use of the Proprietary Marks.

8. Franchisee shall cease using all telephone and facsimile numbers and listings, including social media accounts, used in operating the Franchised Business and take all steps necessary to remove all telephone and other business directory listings (including social media accounts) that display any of the Proprietary Marks. Franchisee shall furnish Company with evidence satisfactory to Company demonstrating Franchisee's compliance with this obligation within 10 days after the Effective Date of Termination or Expiration of this Agreement. Company shall have the right to demand an assignment of the telephone and facsimile numbers and listings, including social media accounts, in which case Franchisee hereby consents to the assignment, without compensation, as of the Effective Date of Termination or Expiration.

9. Franchisee shall comply with the covenants set forth in this Agreement regarding competition, non-interference and Confidential Information.

10. Franchisee shall keep and maintain all business records pertaining to the business conducted at the Franchised Business for 7 years after the Effective Date of Termination or Expiration of this Agreement. During this period, Franchisee shall permit Company to inspect such business records as frequently as Company deems necessary.

B. Company's Rights.

1. The Company has the right to assign any or all of its rights under this Section 18.B. to a third party.

2. Option to Assume Lease and Related Items.

Upon termination or expiration of this Agreement, the Company has the option (but not the obligation) to assume all of Franchisee's rights and interest in and under any or all of the following: (i) the Lease for the Franchise Location; (ii) all telephone numbers used in connection with the operation of the Franchised Business; (iii) all utilities used in connection with the operation of the Franchised Business; and/or (iv) all social media accounts associated with the Franchised Business.

3. Option to Purchase Proprietary Products and Other Assets

Company has the right but not the obligation to purchase from Franchisee all non-perishable Proprietary Products in resaleable condition at Franchisee's actual cost. Additionally, Company shall have the right, but not the obligation, to purchase all, or any, of Franchisee's remaining physical assets, at a price determined by a qualified appraiser selected with the consent of both parties, provided Company gives Franchisee written notice of its preliminary intent to exercise its purchase rights under this Paragraph within 30 days after the date of the expiration or termination of this Agreement. If the parties cannot agree upon the selection of an appraiser, one will be appointed by a Judge of the United States District Court for the District in which the Franchise Location is located upon petition of either party. The price determined by the appraiser will be the reasonable fair market value of the assets based on their continuing use in, as, and for the operation of a ROBEKS® store and the appraiser will designate a price for each category of asset (e.g., land, building, equipment, fixtures, etc.), but shall not include the value of any goodwill of the business, as the goodwill of the business is attributable to the Proprietary Marks and the System.

Within 45 days after Company's receipt of the appraisal report, Company or its designated purchaser will identify the assets, if any, that it intends to purchase at the price designated for those assets in the appraisal report. Company or its designated purchaser and Franchisee will then proceed to complete and close the purchase of the identified assets, and to prepare and execute purchase and sale documents customary for the assets being purchased, in a commercially reasonable time and manner. Company and Franchisee will each pay one-half of the appraiser's fees and expenses. Company's interest in the assets of the Franchised Business that are owned by Franchisee or its affiliates will constitute a lien thereon and may not be impaired or terminated by the sale or other transfer of any of those assets to a third party. Upon the exercise of the purchase option and tender of payment, Franchisee agrees to sell and deliver, and cause its affiliates to sell and deliver, the purchased assets to Company or its designated purchaser, free and clear of all encumbrances, and to execute and deliver, and cause Franchisee's affiliates to execute and deliver, to Company or its designated purchaser a bill of sale therefor and such other documents as may be commercially

reasonable and customary to effectuate the sale and transfer of the assets being purchased and include representations and warranties, covenants, conditions, and indemnification typical for this type of transaction .

4. With respect to the Proprietary Products and physical assets that Company purchases, Company shall have the absolute right to set off from the purchase price all sums owed by Franchisee to Company under this Agreement, including damages, costs, and expenses and reasonable attorneys' fees in enforcing the default and termination, and under Applicable Law, as well as all amounts then due and owing to the Marketing Fund. The right to set off shall not limit Company's remedies under this Agreement or Applicable Law.

C. Survival of Obligations. All obligations of the parties that expressly, or by their nature, survive the Effective Date of Termination or Expiration of this Agreement shall continue in full force and effect subsequent to the Effective Date of Termination or Expiration of this Agreement until they are satisfied in full. Franchisee shall remain fully liable for any and all obligations of the Franchised Business, whether incurred before, or after, the Effective Date of Termination or Expiration of this Agreement, including obligations arising under this Agreement, the Lease, and all obligations owed to Company's Affiliate and other third parties including obligations for Proprietary Products, other inventory, equipment, supplies, materials, salaries to employees, and taxes.

D. Third Party Rights; Available Remedies. No person acting for the benefit of Franchisee's creditors or any receiver, trustee in bankruptcy, sheriff or any other officer of a court or other person in possession of Franchisee's assets or business shall have the right to assume Franchisee's obligations under this Agreement without Company's prior consent. Company's right to terminate this Agreement shall not be its exclusive remedy in the event of Franchisee's default, and Company shall be entitled, alternatively or cumulatively, to affirm this Agreement in the event of Franchisee's default and obtain damages arising from the default, injunctive relief to compel Franchisee to perform its obligations under this Agreement or to prevent Franchisee from breaching this Agreement, and any other remedy available under Applicable Law.

19. ASSIGNMENT AND TRANSFER

A. Assignment by Company. Franchisee acknowledges that Company maintains a staff to manage and operate the ROBEKS® System and that staff members can change from time to time. Franchisee represents that it has not signed this Agreement in reliance on any shareholder, director, officer, or employee remaining with Company in that capacity. Company is free to transfer and assign all of its rights under this Agreement to any person or business entity, provided the assignee agrees in writing to assume Company's obligations. Upon such assignment and assumption, Company shall have no further obligation to Franchisee.

B. Assignment by Franchisee: In General.

1. Franchisee understands and agrees that the franchise rights granted to it are personal and are granted in reliance upon, among other considerations, the individual or collective character, skill, aptitude, attitude, experience, business ability and financial condition and capacity of Franchisee and, if Franchisee is a corporation, limited liability company or other business entity, that of its officers, directors, shareholders, managers, members, trustees, or owners. Franchisee also understands and agrees that, without Company's prior written consent, it has no right, by operation of law or otherwise, to sell, assign, transfer, pledge, donate, encumber, or otherwise deal with, directly or indirectly, (i) any interest in this Agreement, (ii) the right to use the ROBEKS® System or the Proprietary Marks granted pursuant to this Agreement, or (iii) all or a significant portion of the other assets of the Franchised Business or Franchisee's leasehold rights. Further, Franchisee understands and agrees that it may not assign this Agreement (or any interest therein) until the Franchised Business is open and operating. Company agrees not to withhold its consent unreasonably if, in Company's judgment, Franchisee satisfies the conditions to transfer identified in this Agreement. Without Company's prior written consent, Franchisee shall not offer for sale or transfer at public or private auction any of the individual assets of the Franchised Business.

2. For purposes of this Agreement, each of the following events is an event of transfer that requires Company's prior written consent and is subject to the conditions to transfer identified in this Agreement:

a. A change in ownership of Franchisee due to a consolidation or merger involving Franchisee or any affiliate of Franchisee.

b. If Franchisee is an individual, an order dissolving Franchisee's marriage. The parties agree that an order dissolving Franchisee's marriage shall not be treated as an event of transfer under this Agreement, but shall be treated as a Qualified Transfer if the order does not (i) adversely affect Franchisee's financial condition in a manner that might impair Franchisee's ability to perform its duties under this Agreement in Company's judgment, or (ii) vest ownership of the business in a person who is not a Certified Manager and, at the time of the order, not intimately involved in day-to-day administration of the Business.

c. The death or Incapacity (as defined in this Agreement) of Franchisee if Franchisee is an individual, or the death or Incapacity of any person satisfying the definition of Franchisee's Primary Owner.

d. Either (i) the sale, assignment, transfer, pledge, donation, encumbrance or other alienation by any Primary Owner of its entire ownership interest, or of a smaller interest that constitutes a Controlling Interest in the equity or voting interests of Franchisee; (ii) the sale, assignment, transfer, pledge, donation, encumbrance, or other alienation of a Controlling Interest in the equity or voting interests of any Franchisee Affiliate; or (iii) the issuance of additional shares representing a Controlling Interest in the equity or voting interests of Franchisee or any Franchisee Affiliate. For example, and without limitation, a financial restructuring or recapitalization secured by either a Controlling Interest in the equity or voting interests of Franchisee or all or substantially all of the physical assets of the Franchised Business, shall constitute an event of transfer subject to the provisions of this Agreement.

e. The sale, assignment, transfer, pledge, donation, encumbrance, or other alienation of all, or substantially all, of the assets of the Franchised Business.

f. A transfer of any interest in this Agreement.

g. The transfer by Franchisee or any Primary Owner of all of his or her rights under this Agreement to a newly formed corporation, limited liability company or other business entity or to a trust.

h. The offer or sale of securities of Franchisee pursuant to a transaction subject to registration under federal or state securities laws or by private placement pursuant to a written offering memorandum.

3. Any attempted or purported transfer that fails to comply with the requirements of this Agreement shall be null and void and shall constitute a default under this Agreement.

C. Company's Right of First Refusal.

1. Except with respect to Qualified Transfers, if Franchisee, or the person to whom an offer is directed (the "Individual Transferor"), receives a bona fide written offer ("Third Party Offer") to purchase or otherwise acquire an interest that will result in an event of transfer within the meaning of this Agreement, Franchisee or the Individual Transferor, shall, within 5 days after receiving the Third Party Offer and before accepting it, apply to Company in writing for Company's consent to the proposed transfer. Franchisee, or the Individual Transferor, shall attach to its application for consent to the transfer a complete copy of the Third Party Offer together with (i) information relating to the proposed transferee's experience and qualifications, (ii) a copy of the proposed transferee's current financial statement, and (iii) any other information that is material to the Third Party Offer, proposed transferee and proposed assignment or that Company requests.

2. Company or its nominee shall have the right, exercisable by written notice ("Notice of Exercise") given to Franchisee or the Individual Transferor, within 30 days following receipt of the Third Party Offer, all supporting information, and the application for consent, to notify Franchisee or the Individual Transferor that it will purchase or acquire the rights, assets, or interests proposed to be assigned on the same terms and conditions set forth in the Third Party Offer, except that Company may (i) substitute cash for any form of payment proposed in the offer discounted to present value based upon the rate of interest stated in the Third Party Offer, and (ii) deduct from

the purchase price the amount of any commission or fee otherwise payable to any broker or agent in connection with the Third Party Offer and all amounts then due and owing from Franchisee to Company, Company's Affiliate and the Marketing Fund under this Agreement or otherwise. Notwithstanding the foregoing, in the event of (i) a transfer or assignment of stock or similar ownership interests in Franchisee or (ii) Franchisee's or the Individual Transferor's insolvency or the filing of any petition by or against them under any provisions of any bankruptcy or insolvency law, Company's offer will be to purchase Franchisee's interest in this Agreement and the ROBEKS® business operated at the Franchise Location. An amount and terms of purchase must be established by a qualified appraiser selected by Company and Franchisee. If the parties cannot agree upon the selection of an appraiser, one will be appointed by the American Arbitration Association upon petition of either party to appoint an appraiser to establish such price in accordance with the rules and procedures of the Association.

3. The closing shall take place at Company's headquarters at a mutually agreed upon date and time, but not later than 60 days following Company's receipt of the Third Party Offer, all supporting information, and the application for consent to transfer. At the closing, Franchisee or the Individual Transferor shall deliver to Company the same documents, affidavits, warranties, indemnities and instruments as would have been delivered by Franchisee or the Individual Transferor to the proposed transferee pursuant to the Third Party Offer. Additionally, Franchisee and the Individual Transferor shall deliver a general release, in form satisfactory to Company, of any and all claims against Company, Company's Affiliates and their respective officers, directors, shareholders, employees and agents. All costs, fees, document taxes and other expenses incurred in connection with the transfer shall be allocated between Franchisee and Company in accordance with the terms of the Third Party Offer, and any costs not allocated shall be paid by Franchisee or the Individual Transferor.

4. In the event Company gives timely Notice of Exercise but, through no fault of Franchisee or the Individual Transferor, fails to close the purchase for any reason, Franchisee or the Individual Transferor shall have no recourse against Company. Franchisee or the Individual Transferor may not complete the sale to the proposed transferee without first obtaining Company's prior written consent and satisfying the other conditions to transfer stated in this Agreement.

D. Qualified Transfers.

1. The following events are collectively referred to as "Qualified Transfers:"

a. If Franchisee is a business entity, the sale, assignment, transfer, pledge, donation, encumbrance, or other alienation of equity or voting interests constituting less than a Controlling Interest of the total outstanding equity or voting interests of a Franchisee; and

b. If Franchisee is an individual, the transfer by Franchisee of all of his or her rights under this Agreement to a newly-formed business entity provided all of the equity or voting interests of the new business entity are owned by the individual.

2. In order to complete a Qualified Transfer, Franchisee must (i) give Company written notice of its desire to complete a Qualified Transfer; (ii) when the Qualified Transfer is to a newly-formed Business Entity, deliver the documents required to be delivered by a business entity Franchisee, including a duly executed personal guaranty in favor of Company from each Person who is required to give a personal guaranty under this Agreement; and (iii) pay a non-refundable transfer fee of $1,500 to compensate Company for its expenses in recording the ownership change. The Qualified Transfer shall not be effective unless and until Franchisee satisfies conditions (i), (ii) and (iii).

3. Company shall not have any right of first refusal with respect to a Qualified Transfer, nor shall Franchisee be required to obtain Company's prior written consent to a Qualified Transfer if Franchisee satisfies the conditions stated in this Paragraph.

E. Conditions of Assignment to Third Party.

1. If Company does not exercise its right of first refusal or complete the purchase of an interest that is the subject of a Third Party Offer, Franchisee may not complete the proposed transfer without Company's prior written consent. Any transfer or attempt to complete a transfer in violation of this provision is a material breach of this Agreement. Franchisee shall have no right to make any assignment or transfer unless Franchisee has either an operating Franchised Business or an approved site with a binding lease. The requirements of this Paragraph do not apply to a Qualified Transfer.

2. As a condition to issuing consent to a transfer, Company shall require that all of the following conditions be satisfied:

a. The proposed transferee must submit a completed franchise application to Company and meet Company's then-current qualifications for new ROBEKS® franchisees, including qualifications pertaining to financial condition, credit rating, experience, moral character, and reputation.

b. As of the date consent is requested and through the date of closing of the proposed transfer and assignment, Franchisee must not be in default under this Agreement, the Lease, or any other agreements with Company, and must be current with all monetary obligations owed to third parties, including Company's Affiliate. Further, the Franchised Business must have been in operation for at least 6 months.

c. The transferee must sign Company's then-current form of Franchise Agreement, the terms and conditions of that may differ materially from the terms contained in this Agreement, and that shall supersede this Agreement in all respects. The term of the new Franchise Agreement will be equal to the term remaining under this Agreement at the time of transfer. Upon execution of the new Franchise Agreement, the transferee pays a non-refundable transfer fee in the amount of (i) $10,000 if the transferee is a new Robeks franchisee or (ii) $5,000 if the transferee is an existing Robeks franchisee. In addition, the transferee is required to spend $5,000 for grand opening advertising and marketing.

d. Franchisee will remain subject to all obligations stated herein that expressly, or by their nature, survive the Effective Date of Termination or Expiration of this Agreement, including the provisions regarding non-competition, non-interference, and non-disclosure of Confidential Information.

e. Franchisee must execute and deliver a general release, in form satisfactory to Company, of any and all claims against Company, Company's Affiliate and their respective officers, directors, shareholders, employees and agents.

f. All required third party consents to the transfer must be obtained including the consent of the landlord of the Franchise Location.

g. The proposed transferee must execute all other documents and agreements required by Company to consummate the transfer of this Agreement. If the proposed transferee is a corporation, limited liability company or other business entity, each person who at the time of the transfer, or later, owns or acquires, either legally or beneficially, 25% or more of the equity or voting interests of the proposed transferee must execute the form of personal guaranty attached to this Agreement as Schedule B and incorporated herein by reference. If no person owns 25% or more of the equity or voting interests of Franchisee, Company reserves the right to require that all owners shall furnish any financial information reasonably required by Company and execute Company's form of personal guaranty attached to this Agreement as Schedule B.

h. Franchisee's right to receive the sales proceeds from the proposed transferee in consideration of the transfer, or otherwise, shall be subordinate to the proposed transferee's and Franchisee's duties owed to Company and Company's Affiliate under, or pursuant to, this Agreement or any other agreement. All contracts by and between Franchisee and the proposed transferee shall expressly include a subordination provision permitting payment of the sales proceeds to Franchisee only after any outstanding obligations owed to Company and Company's Affiliate are fully satisfied.

i. Except when the transferee is an existing ROBEKS® franchisee, the proposed transferee, its Primary Owner, or the person designated by the transferee to operate the Franchised Business must complete to Company's sole satisfaction Company's next available training program prior to the date that operation of the Franchised Business is transferred to the proposed transferee.

j. Franchisee must simultaneously transfer its rights under the Lease, and any other contracts whose continuation is necessary for operation of the Franchised Business, to the same proposed transferee and satisfy any separate conditions to obtain any third party consents required for the transfer of Franchisee's rights to the proposed transferee.

k. Within a reasonable period of time following the closing date, the proposed transferee shall conform the Franchised Business to Company's then-current appearance and design standards and equipment specifications then applicable to new ROBEKS® Franchised Businesses.

l. Franchisee shall not be allowed to transfer, assign or sell any franchise or related rights for a Franchised Business under this or any other agreement between Company and Franchisee unless the Franchised Business is in existence, except if the transfer is part of a multiple-Robeks-store transfer and Franchisee is assigning all of its franchise agreements and open Robeks stores.

F. Closing of Sale to Third Party. Should Company consent to a transfer to a third party, Franchisee, or the Individual Transferor, may only complete the transfer to the proposed transferee on the terms identified in the Third Party Offer or as otherwise stated in Franchisee's application for consent. If there is any material change in the terms of the Third Party Offer, Company has a right of first refusal to accept the new terms subject to the conditions stated in this Paragraph. If Company consents to the transfer to a third party, the transfer must close within 60 days from the date the Third Party Offer is first submitted to Company unless Company grants an extension of time in writing; otherwise, it must again be offered to Company.

G. Business Entity Franchisee.

1. If Franchisee is a corporation, limited liability company, partnership, or other business entity, it shall furnish to Company, upon execution of this Agreement or at such other time as transfer to the business entity is permitted, a copy of its articles of incorporation, by-laws, operating agreement, partnership agreement or other governing agreement, and a list of all persons owning an interest in the equity or voting interests of the business entity. Additionally, Franchisee shall promptly provide Company with a copy of any amendments to, or changes in, the information during the Term. The chief financial officer of Franchisee shall deliver a certificate to Company annually, when Franchisee's annual financial statements are delivered, that lists all owners of record and all beneficial owners of any interest in the equity or voting interests of Franchisee and identifies all transfers of equity or voting interests in Franchisee that have occurred during the period covered by the annual financial statement.

2. During the Term, each person who now or later owns or acquires, either legally or beneficially, 25% or more of the equity or voting interests of Franchisee must execute Company's form of personal guaranty attached hereto as Schedule B. If no person owns 25% or more of the equity or voting interests of Franchisee, Company reserves the right to require that all owners shall furnish any financial information reasonably required by Company and execute Company's form of personal guaranty attached to this Agreement as Schedule B.

3. Franchisee shall maintain stop transfer instructions against the transfer on its records of any equity or ownership interests. Each certificate representing an ownership interest in Franchisee shall bear a legend, in the form stated in the Manual, that it is held, and further assignment or transfer thereof is, subject to all restrictions imposed upon transfer set forth in this Agreement.

H. Death or Incapacity.

1. In the event of the death or Incapacity of Franchisee, if Franchisee is an individual, or the death or Incapacity of Franchisee's Primary Owner, if Franchisee is a business entity, the spouse, heirs or personal representative of the deceased or incapacitated individual, or the Franchisee's remaining shareholders, members,

partners or owners, as appropriate to the circumstance (collectively referred to as the "Successor") shall have 180 days from the date of death or Incapacity in which to (i) qualify as a Franchisee or Primary Owner, as the case may be, and satisfy Company's conditions to assume the responsibilities and obligations of Franchisee under this Agreement, or (ii) complete the sale or assignment of the interest to a qualified, approved third party, provided, in either case, the purchase or assignment complies with the conditions for transfer stated in this Paragraph. During any period that the Successor operates Franchisee's Franchised Business, the Successor shall perform all of the obligations of Franchisee under this Agreement. At the end of the 180-day period, if the Successor has not qualified as a Franchisee or Primary Owner and satisfied Company's conditions or obtained Company's consent to a transfer to a third party, Company may, at its election, terminate this Agreement.

2. For purposes of this Agreement, the term "Incapacity" means an inability due to medical reasons to devote full time and attention to supervising all administrative and operational activities of the Franchised Business and compliance with this Agreement continuing for at least 4 months in the aggregate during any consecutive 12 month period during the Term, based upon the examination and findings of a physician selected by Company. A period of Incapacity shall continue without interruption unless and until the person suffering the Incapacity resumes his or her duties under this Agreement on a full time basis for 30 consecutive days.

20. RELATIONSHIP OF PARTIES; INDEMNIFICATION

A. Independent Contractor. This Agreement does not create a fiduciary relationship between the parties, nor does it make either party a general or special agent, joint venturer, partner or employee of the other for any purpose. With respect to all matters, Franchisee relationship to Company is as an independent contractor. Franchisee understands and agrees that it is the independent owner of the Franchised Business and in sole control of all aspects of its operation, and shall conduct its business using its own judgment and discretion, subject only to the provisions of this Agreement. Franchisee shall conspicuously identify itself in all advertising and all dealings with customers, suppliers and other third parties as the owner of the Franchised Business operating under a franchise grant from Company.

B. Indemnification by Franchisee. Franchisee shall indemnify and hold Company, Company's Affiliate and their respective officers, directors, shareholders, employees, agents, successors, and assigns ("Company Parties"), harmless from and against any and all costs, expenses, losses, liabilities, damages, causes of action, claims, and demands whatsoever ("Claims"), arising from or relating to the business conducted by Franchisee at or from the Franchised Business, whether or not arising from bodily injury, personal injury or property damage, or any other violation of the rights of others, or in any other way and regardless of cause or any concurrent or contributing fault or negligence of any party. Franchisee's obligation to indemnify Company shall extend to all claims for actual and consequential damages, and Company's costs and expenses incurred in defending any third party claim covered by Franchisee's indemnification, including attorneys and other professional fees, court costs, and travel and living expenses. Company shall have the right to retain its own counsel to defend any third party claim asserted against it that is covered by this indemnification agreement. As between Franchisee and Company, Franchisee is solely responsible for the safety and well-being of its employees and customers. Franchisee's indemnification obligation shall survive the expiration, termination or assignment of this Agreement for any reason.

It is the intention of the parties to this Agreement that Company shall not be deemed a joint employer with Franchisee for any reason; however, Franchisee will at its sole expense, defend, fully protect, indemnify and hold harmless, Company Parties, from any and all Claims arising in any manner, directly or indirectly, out of or in connection with or incidental to the actions or omissions of Franchisee's employees or independent contractors or allegations that Company is joint employer of Franchisee's employees.

C. Indemnification by Company. Company shall defend, indemnify and hold Franchisee, Franchisee's Affiliates, if any, and their respective officers, directors, shareholders, employees, agents, successors, and assigns, harmless from and against any and all costs, expenses, losses, liabilities, damages, causes of actions, claims and demands whatsoever, arising from or relating to product liability claims where Company or Company's Affiliates have manufactured the products or any third party claims based on statements made in marketing or promotional materials prepared by Company. Company's obligation to defend and indemnify Franchisee shall extend to all claims for actual and consequential damages, and Franchisee's costs and expenses incurred in the defense of any third party claim.

Because Company will defend the third party claim, Franchisee is not entitled to be reimbursed for legal or other professional fees or costs paid to independent legal counsel or others in connection with the matter.

21. PERSONAL GUARANTY

A. Scope. If Franchisee is a corporation, limited liability company or other business entity, each person who owns or at any time during the Term acquires, either legally or beneficially, 25% or more of the equity or voting interests of Franchisee shall furnish any financial information reasonably required by Company and execute Company's form of personal guaranty attached to this Agreement as Schedule B. If no person owns 25% or more of the equity or voting interests of Franchisee, Company reserves the right to require that all owners shall furnish any financial information reasonably required by Company and execute Company's form of personal guaranty attached to this Agreement as Schedule B.

B. Default. An event of default under this Agreement shall occur if any guarantor fails or refuses to deliver to Company, within 10 days after Company's written request: (i) evidence of the due execution of the personal guaranty, and (ii) current financial statements of guarantor as may from time to time be requested by Company.

22. DISPUTE RESOLUTION

A. Agreement to Mediate Disputes. Except as provided in Subparagraph C of this Article, no one shall bring an action or proceeding to enforce or interpret any provision of this Agreement, or seek any legal remedy from any controversy or claim arising out of or related to this Agreement or an alleged breach of this Agreement, until the dispute has been submitted to a mediation proceeding conducted in accordance with the procedures stated in this Agreement.

1. The mediation proceeding shall be conducted pursuant to the mediation rules of the National Franchise Mediation Program, a dispute resolution process for franchising administered under the auspices of the Center for Public Resources with offices in New York, New York (the "Mediation Service"). Either party may initiate the mediation proceeding (the "Initiating Party") by notifying the Mediation Service in writing, with a copy to the other party (the "Responding Party"). The notice shall describe with specificity the nature of the dispute and the Initiating Party's claim for relief. Thereupon, both parties will be obligated to engage in the mediation, which shall be conducted in accordance with the Mediation Service's then current rules, except to the extent such rules conflict with this Agreement, in which case this Agreement shall control.

2. Upon receipt of the written mediation demand, the Mediation Service shall provide the parties with a list of mediators willing to serve. If the parties do not agree upon a mediator, and so advise the Mediation Service in writing, within 10 days of receipt of such list, the Mediation Service shall appoint the mediator. The mediator must be either a practicing attorney with experience in business format franchising or a retired judge. Except as otherwise provided in these Dispute Resolution Sections: (i) the fees and expenses of the Mediation Service, including the mediator's fee and expenses, shall be shared equally by the parties, and (ii) each party shall bear its own attorney's fees and other costs incurred in connection with the mediation irrespective of the outcome of the mediation.

3. The mediation conference shall take place within 30 days after selection of the mediator. Regardless of whether Company or the undersigned is the Initiating Party, the mediation shall be conducted at Company's headquarters, unless the parties agree upon a mutually acceptable alternative location. At least 7 days before the first scheduled session of mediation, each party shall deliver to the mediator and to the other party a concise written summary of its position with respect to the matters in dispute and the Initiating Party's claims for relief, and such other matters required by the mediator.

4. The parties shall participate in good faith in the entire mediation proceeding, including the mediation conference, with the intention of resolving the dispute, if at all possible. The parties shall each send at least one representative to the mediation conference who has authority to enter into a binding contract on that party's behalf and on behalf of all principals of that party who are required by the terms of the parties' settlement to be personally bound by it.

5. If one party breaches this Agreement by refusing to participate in the mediation proceeding in accordance with this Agreement, the non-breaching party may immediately file suit and take such other action to enforce its rights as permitted by law and the breaching party shall be obligated to pay: (i) the mediator's fees and costs, (ii) the non-breaching party's reasonable attorneys' fees and costs incurred in connection with the mediation, and (iii) to the extent permitted by law, the non-breaching party's reasonable attorneys' fees and costs incurred in any suit arising out of the same dispute, regardless of whether the non-breaching party is the prevailing party. Additionally, in connection with (iii), the breaching party shall forfeit any right to recover its attorneys' fees and costs should it prevail in the suit. The parties agree that the foregoing conditions are necessary in order to encourage meaningful mediation as a means for efficiently resolving any disputes that may arise.

6. The mediation proceeding will be treated as a compromise settlement negotiation. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation proceeding by any party or their agents, experts, counsel, employees or representatives, and by the mediator and the Mediation Service's employees, are confidential. Such offers, promises, conduct and statements may not be disclosed to any third party and are privileged and inadmissible for any purpose, including impeachment, under applicable federal and state laws or rules of evidence; provided however, that evidence otherwise discoverable or admissible shall not be rendered not discoverable or inadmissible as a result of its use in the mediation. If a party informs the mediator that information is conveyed in confidence by the party to the mediator, the mediator will not disclose the information.

B. Arbitration.

1. Except as provided in Subparagraph C of this Article, any dispute not resolved through mediation must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be arbitrated in accordance with the rules and procedures and under the auspices of the American Arbitration Association. The arbitration will take place in the city where Company's headquarters are located.

2. The decision of the arbitrators will be final and binding on all parties to the dispute; however, the arbitrators may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award that extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance set by Company. The parties agree neither party shall pursue class claims and/or consolidate the arbitration with any other proceeding to which Company is a party. Judgment upon the award may be entered in any court having jurisdiction thereof.

C. Exceptions to Duty to Mediate and Arbitrate Disputes. The obligation to mediate and arbitrate shall not apply to:

1. Any claim by either party seeking interim relief, including requests for temporary restraining orders, preliminary injunctions, writs of attachment, appointment of a receiver, for claim and delivery, or any other orders that a court may issue when deemed necessary in its discretion to preserve the status quo or prevent irreparable injury, including the claim of either party for injunctive relief to preserve the status quo pending the completion of a mediation proceeding. The party awarded interim or injunctive relief shall not be required to post bond. Once interim relief is obtained, the parties agree to submit the dispute to, or continue, mediation in accordance with this Agreement.

2. Any claim by Company or the holder of rights under any lease or sublease for unlawful detainer or similar remedies available to a landlord or for the enforcement of Company's other rights under any Addendum to Lease.

D. Judicial Relief.

The parties agree that all claims described in Subparagraph C must be brought in the federal court (or if federal court has no jurisdiction, then state court) whose jurisdiction encompasses (i) the Franchise Location or (ii) the Company's headquarters. As of the date of this Agreement, the parties acknowledge that the Superior Court of the County of Los Angeles, and the United States District Court of the Central District of California are, respectively, the state and federal courts whose jurisdictions encompass the Company's headquarters; however, the parties further

acknowledge that Company may relocate its headquarters in its discretion at any time without notice to the undersigned party. The parties agree to submit to the jurisdiction of the courts selected pursuant to this Paragraph and mutually acknowledge that the forum-selection parameters of this paragraph are important to promote stability in their relationship. To the fullest extent that it may effectively do so under Applicable Law, Franchisee waives the defense of an inconvenient forum to the maintenance of an action in the courts identified in this Paragraph and agrees not to commence any action of any kind against Company, Company's Affiliate and their respective officers, directors, employees, agents or property arising out of or relating to this Agreement except in the courts identified in this Paragraph.

E. Choice of Law. Except to the extent governed by the United States Trademark Act of 1946, as amended (Lanham Act, 15 U.S.C. Section 1501 et seq.), the parties agree that the law of the state in which the Franchise Location is located shall govern any dispute between the parties and the construction, interpretation, validity and enforcement of this Agreement and shall be applied in any proceeding to resolve all disputes between them.

F. Limitations Period. To the extent permitted by Applicable Law, any legal action of any kind arising out of or relating to this Agreement or its breach, including any claim that this Agreement or any of its parts is invalid, illegal or otherwise voidable or void, must be commenced by no later than the last to occur of the following: (i) 190 days after obtaining knowledge of the facts that constituted or gave rise to the alleged violation or liability, or (ii) one year after the act, event, occurrence, or transaction that constituted or gave rise to the alleged violation or liability; provided, however, the applicable limitations period shall be tolled during the course of any mediation or arbitration proceeding that is initiated before the last day of the limitations period, and such toll shall continue until the date the proceeding is concluded.

G. Punitive or Exemplary Damages. Company and Franchisee, and their respective directors, officers, shareholders and guarantors, as applicable, each hereby waive to the fullest extent permitted by law, any right to, or claim for, punitive or exemplary damages against the other and agree that, in the event of a dispute between them, each is limited to recovering only the actual damages proven to have been sustained by it.

H. Attorneys' Fees. Except as expressly provided in this Agreement, in any action or proceeding brought to enforce any provision of this Agreement or arising out of or in connection with the relationship of the parties hereunder, the prevailing party shall be entitled to recover against the other its reasonable attorneys' fees and costs in addition to any other relief awarded by the court. As used in this Agreement, the "prevailing party" is the party who recovers greater relief in the action.

23. ACKNOWLEDGEMENTS

Franchisee represents to Company, to induce Company to enter into this Agreement, that Franchisee (if an individual) or each person executing a guaranty of Franchisee's obligations, is a United States citizen or a lawful resident of the United States; if Franchisee is a corporation, limited liability company, partnership or other business entity, it shall remain duly organized and in good standing for as long as this Agreement is in effect and it owns the franchise rights; and all financial and other information provided to Company in connection with Franchisee's application is true and correct and no material information or fact has been omitted that is necessary in order to make the information disclosed not misleading.

24. MISCELLANEOUS

A. Interpretation of Rights and Obligations. The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Company's Rights. Whenever this Agreement provides that Company has a certain right, that right is absolute and the parties intend that Company's exercise of that right will not be subject to any limitation or review. Company has the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement.

2. Company's Reasonable Business Judgment. Whenever Company reserves discretion in a particular area or where Company agrees to exercise its rights reasonably or in good faith, Company will satisfy its obligations whenever Company exercises Reasonable Business Judgment in making its decision or exercising its rights. Company's decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if its decision or action is intended, in whole or significant part, to promote or benefit the ROBEKS® System generally even if the decision or action also promotes Company's financial or other individual interest. Examples of items that will promote or benefit the ROBEKS® System include enhancing the value of the Proprietary Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the ROBEKS® System.

B. Notices.

1. All communications required or permitted to be given to either party hereunder shall be in writing and shall be deemed duly given on the earlier of (i) the date received by e-mail, facsimile or other electronic means, (ii) the date when delivered by hand; (iii) one business day after delivery to a reputable national overnight delivery service; or (iv) 4 business days after being placed in the United States Mail and sent by certified or registered mail, postage prepaid, return receipt requested. The parties hereby agree that electronic notice constitutes written notice under this Section. Franchisee must provide Company with its e-mail address to be used for all notices. Company reserves the right to require Franchisee to use a specific e-mail address for all notices.

2. All notices shall be addressed as follows:

To Company:
ROBEKS FRANCHISE CORPORATION
Attention: Legal Department
5220 Pacific Concourse Drive, Suite 395
Los Angeles, CA 90045

To Franchisee:
[FA ENTITY]
Attn.: [FA CONTACT]
[FA STREET ADDRESS]
[FA CITY, STATE ZIP]

3. Either party may change its address for receiving notices by appropriate written notice to the other. All payments and reports required to be delivered to Company shall be directed to Company at the above address, Attn: Franchise Accounting Department. Notwithstanding the parties' agreement regarding when notices shall be deemed to be given, any required payment or report not actually received by Company during regular business hours on the date it is due shall be deemed delinquent.

C. Time of the Essence. Time is of the essence of this Agreement with respect to each and every provision of this Agreement in which time is a factor.

D. Withholding of Consent. Except where this Agreement expressly obligates Company to reasonably approve or not unreasonably withhold its approval of any action or request by Franchisee, Company has the absolute right to refuse any request by Franchisee or to withhold its approval of any action by Franchisee. Further, whenever the consent or approval of Company is required under this Agreement such consent or approval must be in writing unless this Agreement specifies otherwise.

E. Waiver. Any waiver granted by Company to Franchisee excusing or reducing any obligation or restriction imposed under this Agreement shall be in writing and shall be effective upon delivery of such writing by Company to Franchisee or upon such other effective date as specified in the writing, and only to the extent specifically allowed in such writing. No waiver granted by Company, and no action taken by Company, with respect to any third party shall limit Company's right to take action of any kind, or not to take action, with respect to Franchisee. Any waiver granted by Company to Franchisee shall be without prejudice to any other rights Company may have. The rights and remedies granted to Company are cumulative. No delay on the part of Company in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Company of any right or remedy shall

preclude Company from fully exercising such right or remedy or any other right or remedy. Company's acceptance of any payments made by Franchisee after a breach of this Agreement shall not be, nor be construed as, a waiver by Company of any breach by Franchisee of any term, covenant or condition of this Agreement.

F. Paragraph Headings; Language. The paragraph headings used in this Agreement are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants or conditions of this Agreement. The language used in this Agreement shall in all cases be construed simply according to its fair meaning and not strictly for or against Company or Franchisee. The term "Franchisee" as used herein is applicable to one or more persons, corporations, partnerships or entities, as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If two or more persons are at any time Franchisee hereunder, whether or not as partners or joint venturers, their obligations and liabilities to Company shall be joint and several. Nothing in this Agreement is intended, nor shall it be deemed, to confer any rights or remedies upon any person or business entity not a party hereto. Whenever this Agreement refers to "business days," it shall mean weekdays only, excluding Saturdays, Sundays and nationally recognized holidays.

G. Binding on Successors. The covenants, agreements, terms and conditions contained in this Agreement shall be binding upon, and shall inure to the benefit of, the successors, assigns, heirs and personal representatives of the parties hereto.

H. Validity; Conformity With Applicable Law. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under Applicable Law, but if any provision of this Agreement shall be invalid or prohibited under Applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. To the extent that the provisions of this Agreement provide for periods of notice less than those required by Applicable Law, or provide for termination, cancellation, non-renewal or the like other than in accordance with Applicable Law, such provisions shall be deemed to be automatically amended to conform them to the provisions of such Applicable Law. To the extent any provision of this Agreement is deemed unenforceable by virtue of its scope in terms of geographic area, business activity prohibited or length of time, but could be enforceable by reducing any or all thereof, the parties agree that the provision shall be enforced to the fullest extent permissible under the laws of the jurisdiction in which enforcement is sought.

I. Amendments. No amendment, change, modification or variance to or from the terms and conditions set forth in this Agreement shall be binding on any party unless it is set forth in writing and executed: (i) on behalf of Franchisee, by Franchisee if Franchisee is an individual, and, if not, by an authorized agent or officer of Franchisee; and (ii) on behalf of Company, by any duly authorized officer of Company.

J. Complete Agreement. This Agreement, including all schedules attached hereto, and all agreements or documents that by the provisions of this Agreement are expressly incorporated herein or made a part hereof, sets forth the entire agreement between the parties, fully superseding any and all prior agreements or understandings between them pertaining to the subject matter hereof. Nothing in this Agreement is intended to disclaim representations made in the ROBEKS® Franchise Disclosure Document.

K. Submission of Agreement. The submission of this Agreement to Franchisee does not constitute an offer to Franchisee, and this Agreement shall become effective only upon execution by Company and Franchisee.

25. WAIVER OF JURY TRIAL

COMPANY AND FRANCHISEE EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER COMPANY OR FRANCHISEE ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, THE USE OF THE PROPRIETARY MARKS OR ROBEKS® SYSTEM BY FRANCHISEE, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date stated on page 1.

COMPANY:

ROBEKS FRANCHISE CORPORATION, a California corporation

By:_____
Print Name: David G. Rawnsley
Its: President & Chief Financial Officer

FRANCHISEE:

_____
[Signature]

_____
[Print Name]

[NAME OF CORPORATION OR PARTNERSHIP]

By: _____
Print Name: _____
Its: _____

SCHEDULE "A"

FRANCHISE LOCATION AND INITIAL FRANCHISE FEE

The street address of the Franchise Location is as follows:

_____

_____

_____

Initial Franchise Fee: $ _____

Dated: _____

[COMPANY]

ROBEKS FRANCHISE CORPORATION

By: _____
Its: _____

[FRANCHISEE]

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

[NAME OF CORPORATION OR PARTNERSHIP]

By:_____
Its:_____

SCHEDULE "B"

PERSONAL GUARANTY

THIS GUARANTY AGREEMENT ("Agreement") is made as of _____, _____, by _____, an individual ("Guarantor") in favor of ROBEKS FRANCHISE CORPORATION (the "Company"), subject to the following recitals:

RECITALS

A. Guarantor's company, _____, a _____ ("Debtor") has applied to purchase the following rights:

☐ Area developer rights on the terms of the Area Development Agreement attached to the Disclosure Document; or

☐ The right to open one ROBEKS® store on the terms of the ROBEKS® Franchise Agreement attached to the Disclosure Document.

B. Debtor is an entity other than a partnership duly organized under the laws of the State of _____.

C. Company enters into two different types of agreements: (1) Area Development Agreement, and (2) single store Franchise Agreements, in each case to qualified applicants willing to execute the following documents, as appropriate to the category of franchise, but which are collectively referred to as the "Contracts," copies of which Company attached as exhibits to the Franchise Disclosure Document that Company has delivered to Franchisee: Area Development Agreement; Franchise Agreement; General Release; Addendum to Lease; and Confidentiality, Non-Disclosure and Non-Competition Agreement.

D. When an applicant seeking to purchase franchise rights is an entity other than a partnership, Company requires that each person owning 25% or more of the equity or voting interests of the franchisee execute a copy of this Agreement, agreeing to personally guaranty the franchisee's obligations under each one of the Contracts for the benefit of Company.

E. Guarantor represents that he or she owns 25% or more of the equity or voting interests of Debtor.

NOW, THEREFORE, in order to induce Company to enter into one or more of the Contracts with Debtor, Guarantor covenants and agrees with Company as follows:

Section 1. Guaranty.

a. Guarantor unconditionally and irrevocably guarantees to Company the full and punctual payment and performance of all present and future amounts, liabilities and obligations of Debtor to Company or to any successor or transferee thereof under each of the Contracts entered into by and between Debtor and Company. Guarantor's agreement shall apply regardless of whether the amounts, liabilities or obligations are liquidated or unliquidated, now existing or hereafter arising, in principal, interest, delinquency charges, costs and attorney's fees, as therein stipulated, and under and pursuant to all amendments, supplements and restatements of the Contracts (collectively, the "Indebtedness").

b. Payments made on the Indebtedness will not discharge or diminish the obligations and liability of Guarantor under this Agreement for any remaining and succeeding Indebtedness.

c. The guarantee provided for in this Agreement is an absolute, unconditional, continuing guarantee of payment and is in no way conditioned upon or limited by: (i) any attempt to collect from Debtor; (ii) any attempt to collect from, or the exercise of any rights and remedies against, any person other than Debtor who may at

any time now or hereafter be primarily or secondarily liable for any or all of the Indebtedness, including, without limitation, any other maker, endorser, surety, or guarantor of all or a portion of the Indebtedness; or (iii) any resort or recourse to or against any security or collateral now or hereafter pledged, assigned, or granted to Company under the provisions of any instrument or agreement or otherwise assigned or conveyed to it.

d. If Debtor fails to pay any of the Indebtedness, when and as the same shall become due and payable (whether by acceleration, declaration, extension or otherwise), Guarantor shall on demand pay the same to Company in immediately available funds, in lawful money of the United States of America, at its address specified in or pursuant to this Agreement.

Section 2. Solidary Obligation.

Guarantor hereby binds and obligates Guarantor and Guarantor's heirs, successors and assigns in solido with Debtor for the full and punctual payment and performance of all of the Indebtedness precisely as if the same had been contracted and were due and owing by Guarantor personally.

Section 3. Obligations Absolute.

a. The obligations and liabilities of Guarantor under this Agreement (i) are primary obligations of Guarantor, (ii) are continuing, absolute, and unconditional, (iii) shall not be subject to any counterclaim, recoupment, set-off, reduction, or defense based upon any claim that Guarantor may have against Debtor, (iv) are independent of any other guaranty or guaranties at any time in effect with respect to all or any part of the Indebtedness, and (v) may be enforced regardless of the existence of such other guaranty or guaranties.

b. The obligations and liabilities of Guarantor under this Agreement shall not be affected, impaired, lessened, modified, waived or released by the invalidity or unenforceability of the Indebtedness or any ancillary or related document, or by the bankruptcy, reorganization, dissolution, liquidation or similar proceedings affecting Debtor or the sale or other disposition of all or substantially all of the assets of Debtor.

c. Guarantor hereby consents that at any time and from time to time, Company may, without in any manner affecting, impairing, lessening, modifying, waiving or releasing Guarantor's obligations or liabilities under this Agreement, do any one or more of the following, all without notice to, or further consent of, Guarantor:

(1) renew, extend or otherwise change the time or terms for payment of the principal of, or interest on, any of the Indebtedness or any renewals or extensions thereof;

(2) extend or change the time or terms for performance by Debtor of any other obligations, covenants or agreements;

(3) amend, compromise, release, terminate, waive, surrender, or otherwise deal with: (i) any or all of the provisions of the Indebtedness, (ii) any or all of the obligations and liabilities of Debtor or Guarantor, or (iii) any or all property or other security given at any time as collateral by Guarantor or Debtor;

(4) sell, assign, collect, substitute, exchange or release any or all property or other security now or hereafter serving as collateral for any or all of the Indebtedness;

(5) receive additional property or other security as collateral for any or all of the Indebtedness;

(6) fail or delay to enforce, assert or exercise any right, power, privilege or remedy conferred upon Company under the provisions of any Indebtedness or under applicable laws;

(7) grant consents or indulgences or take action or omit to take action under, or in respect of, the Indebtedness; and

(8) apply any payment received from Debtor or from any source, other than Guarantor, to the Indebtedness in whatever order and manner Company may elect, and any payment received from Guarantor for or on

account of this Agreement may be applied by Company to any of the Indebtedness in whatever order and manner Company may elect.

Section 4. Waiver by Guarantor.

Guarantor unconditionally waives, to the extent permitted by applicable laws:

(a) notice of acceptance of and reliance on this Agreement or of the creation of any of the Indebtedness;

(b) presentment, demand, dishonor, protest, notice of non-payment and notice of dishonor of the Indebtedness;

(c) notice of transfer or assignment of the Indebtedness and this Agreement; and

(d) all notices required by statute or otherwise to preserve any rights against Guarantor, hereunder, including, without limitation, any demand, proof, or notice of non-payment of any of the Indebtedness by Debtor and notice of any failure or default on the part of Debtor to perform or comply with any term of the Indebtedness.

Section 5. Subrogation.

Until such time as the Indebtedness has been paid and performed in full and the provisions of this Agreement are no longer in effect, Guarantor shall not exercise any right to subrogation, reimbursement or contribution against Debtor nor any right to subrogation, reimbursement or indemnity against any property or other security serving at any time as collateral for any or all of the Indebtedness, all of which rights of subrogation, reimbursement, contribution and indemnity Guarantor subordinates to the full and punctual payment and performance of the Indebtedness.

Section 6. Subordination.

Should Guarantor for any reason advance or lend monies to Debtor, whether or not the funds are used by Debtor to reduce the Indebtedness, Guarantor hereby agrees that any and all rights that Guarantor may have or acquire to collect from, or be reimbursed by, Debtor shall be subordinate to the rights of Company to collect and enforce the payment and performance of the Indebtedness, until such time as the Indebtedness has been fully paid and performed and the provisions of this Agreement are no longer in effect.

Section 7. Remedies.

Upon the failure to pay or perform any of the Indebtedness when due (whether by acceleration or otherwise) Company, subject to the provisions of this Agreement, may institute a judicial proceeding for the collection of the sums or the performance of the Indebtedness so due and unpaid or unperformed, and may prosecute the proceeding to judgment for final decree, and may enforce the same against Guarantor and collect the monies adjudged or decreed to be payable in the manner provided by law out of the property of Guarantor, wherever situated. In the event of such a failure, Company shall have the right to proceed first and directly against Guarantor without proceeding against Debtor or any other person, without exhausting any other remedies that it, or they, may have and without resorting to any other security held by Company.

Section 8. Enforcement Expenses.

Guarantor agrees to indemnify and hold Company harmless against any loss, liability, or expense, including their reasonable attorney's fees, accounting fees and other costs and disbursements that may result from Debtor's failure to pay or perform any of the Indebtedness when and as due and payable or that may be incurred in enforcing any obligation of Debtor or Guarantor.

Section 9. Notices.

All communications required or permitted to be given to either party hereunder shall be in writing and shall be deemed duly given on the earlier of (a) the date when delivered by hand; (b) one business day after delivery to a reputable national overnight delivery service; or (c) 4 business days after being placed in the United States Mail and sent by certified or registered mail, postage prepaid, return receipt requested. Notices shall be addressed in the manner shown on Exhibit A, provided either party may change its address for receiving notices by appropriate written notice to the other.

Section 10. Amendment.

Neither this Agreement nor any provisions hereof may be changed, waived, discharged or terminated orally or in any manner other than by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

Section 11. Waivers.

No course of dealing on the part of Company, its officers, employees, consultants or agents, nor any failure or delay by Company with respect to exercising any of rights, powers or privileges under this Agreement shall operate as a waiver thereof.

Section 12. Cumulative Rights.

The rights and remedies of Company under this Agreement, the Indebtedness and any ancillary or related document shall be cumulative, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

Section 13. Titles of Articles, Sections and Subsections.

All titles or headings to articles, sections, subsections or other divisions of this Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such articles,, sections, subsections or other divisions, such other content being controlling as to the agreement between the parties hereto.

Section 14. Dispute Resolution.

The parties adopt and incorporate by reference as part of this Agreement the Dispute Resolution provisions set forth in Appendix B.

Section 15. Successors and Assigns.

(a) All covenants and agreements by or on behalf of Guarantor in this Agreement shall bind Guarantor's heirs, successors and assigns and shall inure to the benefit of Company and its successors and assigns.

(b) This Agreement is for the benefit of Company and for such other person or persons as may from time to time become or be the holders of any of the Indebtedness, and this Agreement shall be transferable and negotiable, with the same force and effect and to the same extent as the Indebtedness may be transferable, it being understood that, any holder of the Indebtedness shall have under this Agreement, upon the transfer of the Indebtedness, all of the rights of such granted to Company.

IN WITNESS WHEREOF, Guarantor has caused this Agreement to be duly executed as of the date first written above.

Guarantor:

Sign Name:_____

Print Name:_____

Company executes this Agreement to acknowledge its agreement to be bound by the dispute resolution provisions stated in Schedule B.

ROBEKS FRANCHISE CORPORATION

By:_____

Title:_____

Date:_____

APPENDIX A

All of the following provisions are incorporated by reference into the attached document.

Notices

Debtor: _____
_____
_____
Attn: _____

Guarantor: _____
_____
_____
Attn: _____

Company: ROBEKS FRANCHISE CORPORATION
5220 Pacific Concourse Drive, Suite 395
Los Angeles, CA 90045
Attn: Legal Department

APPENDIX B

DISPUTE RESOLUTION

1. Agreement to Mediate Disputes. Except as provided in Section 2 of this Schedule B, neither Guarantor nor Company shall bring an action or proceeding to enforce or interpret any provision of this Agreement, or seeking any legal remedy based upon the relationship created by this Agreement or an alleged breach of this Agreement, until the dispute has been submitted to a mediation proceeding conducted in accordance with the procedures stated in this Schedule B.

(a) The mediation proceeding shall be conducted pursuant to the mediation rules of the National Franchise Mediation Program, a dispute resolution process for franchising administered under the auspices of the Center for Public Resources with offices in New York, New York ("the Mediation Service") Either party may initiate the mediation proceeding (the "Initiating Party") by notifying the Mediation Service in writing, with a copy to the other party (the "Responding Party"). The notice shall describe with specificity the nature of the dispute and the Initiating Party's claim for relief. Thereupon, both parties will be obligated to engage in the mediation, which shall be conducted in accordance with the Mediation Service's then current rules, except to the extent such rules conflict with this Agreement, in which case this Agreement shall control.

To be qualified, the mediator shall have no past or present affiliation or conflict with any party to the mediation, and must be generally available to conduct the mediation within the time parameters required by this Agreement. The parties agree that the mediator and the Mediation Service's employees shall be disqualified as a witness, expert, consultant or attorney in any pending or subsequent proceeding relating to the dispute that is the subject of the mediation.

(b) Upon receipt of the written mediation demand, the Mediation Service shall provide the parties with a list of mediators willing to serve. If the parties do not agree upon a mediator, and so advise the Mediation Service in writing, within 10 days of receipt of such list, the Mediation Service shall appoint the mediator. The mediator must be either a practicing attorney with experience in business format franchising or a retired judge. Except as otherwise provided in this Section 1: (i) the fees and expenses of the Mediation Service, including (without limitation) the mediator's fee and expenses, shall be shared equally by the parties, and (ii) each party shall bear its own attorney's fees and other costs incurred in connection with the mediation irrespective of the outcome of the mediation or the mediator's evaluation of each party's case.

(c) The mediation conference shall take place within 30 days after selection of the mediator. Regardless of whether Company or Guarantor is the Initiating Party, the mediation shall be conducted at Company's headquarters, unless Company and Guarantor agree upon a mutually acceptable alternative location. At least 7 days before the first scheduled session of mediation, each party shall deliver to the mediator and to the other party a concise written summary of its position with respect to the matters in dispute and the Initiating Party's claims for relief, and such other matters required by the mediator.

(d) The parties shall participate in good faith in the entire mediation proceeding, including the mediation conference, with the intention of resolving the dispute, if at all possible. The parties shall each send at least one representative to the mediation conference who has authority to enter into a binding contract on that party's behalf and on behalf of all principals of that party who are required by the terms of the parties' settlement to be personally bound by it.

(e) If one party breaches this Agreement by refusing to participate in the mediation proceeding in accordance with this Agreement, the non-breaching party may immediately file suit and take such other action to enforce its rights as permitted by law and the breaching party shall be obligated to pay: (aa) the mediator's fees and costs, (bb) the non-breaching party's reasonable attorney's fees and costs incurred in connection with the mediation, and (cc) to the extent permitted by law, the non-breaching party's reasonable attorney's fees and costs incurred in any suit arising out of the same dispute, regardless of whether the non-breaching party is the prevailing party. Additionally, in connection with (cc), the breaching party shall forfeit any right to recover its attorney's fees and costs should it prevail in the suit. The parties agree that the foregoing conditions are necessary in order to encourage meaningful mediation as a means for efficiently resolving any disputes that may arise.

(f) The mediation proceeding will be treated as a compromise settlement negotiation. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation proceeding by any party or their agents, experts, counsel, employees or representatives, and by the mediator and the Mediation Service's employees, are confidential. Such offers, promises, conduct and statements may not be disclosed to any third party and are privileged and inadmissible for any purpose, including impeachment, under applicable federal and state laws or rules of evidence; provided however, that evidence otherwise discoverable or admissible shall not be rendered not discoverable or inadmissible as a result of its use in the mediation. If a party informs the mediator that information is conveyed in confidence by the party to the mediator, the mediator will not disclose the information.

2. Exceptions to Duty to Mediate Disputes. The obligation to mediate shall not apply to:

(a) Any claim by either party seeking interim relief, including requests for temporary restraining orders, preliminary injunctions, writs of attachment, appointment of a receiver, for claim and delivery, or any other orders that a court may issue when deemed necessary in its discretion to preserve the status quo or prevent irreparable injury, including the claim of either party for injunctive relief to preserve the status quo pending the completion of a mediation proceeding. The party awarded interim or injunctive relief shall not be required to post bond. Once interim relief is obtained, the parties agree to submit the dispute to, or continue, mediation in accordance with this Schedule B.

(b) Any claim by Company or the holder of rights under any lease or sublease for unlawful detainer or similar remedies available to a landlord or for the enforcement of Company's other rights under any Addendum to Lease.

3. Judicial Relief.

(a) The parties agree that (i) all disputes arising out of or relating to this Agreement that are not resolved by negotiation or mediation, and (ii) all claims described in Section 2 of this Schedule B, shall be brought in the state court located closest to Company's headquarters, unless the subject matter of the dispute arises exclusively under federal law, in which event the dispute shall be submitted to the federal court located closest to Company's headquarters. As of the date of this Agreement, the parties acknowledge that the Superior Court of the County of Los Angeles, and the United States District Court of the Central District of California are, respectively, the state and federal courts that are located closest to Company's headquarters; however, the parties further acknowledge that Company may relocate its headquarters in its discretion at any time without notice to Guarantor. The parties agree to submit to the jurisdiction of the courts mutually selected by them pursuant to this paragraph and mutually acknowledge that selecting a forum in which to resolve disputes arising between them is important to promote stability in their relationship.

(b) To the fullest extent that it may effectively do so, Guarantor waives the defense of an inconvenient forum to the maintenance of an action in the courts identified in this Schedule B and agrees not to commence any action of any kind against Company or any one of its affiliates, or any of their respective officers, directors, employees, agents or property arising out of or relating to this Agreement, except in the courts identified in this Schedule B.

4. Choice of Law. The parties agree that the laws of the state in which the franchise location is located shall govern the construction, interpretation, validity and enforcement of this Agreement and shall be applied in any mediation or judicial proceeding to resolve all disputes between them, except to the extent the subject matter of the dispute arises exclusively under federal law, in which event such federal law shall govern.

5. Limitations Period. To the extent permitted by applicable law, any legal action of any kind arising out of or relating to this Agreement or its breach, including without limitation, any claim that this Agreement or any of its parts is invalid, illegal or otherwise voidable or void, must be commenced by no later than the last to occur of the following: (i) 90 days after obtaining knowledge of the facts that constituted or gave rise to the alleged violation or liability, or (ii) one year after the act, event, occurrence or transaction that constituted or gave rise to the alleged violation or liability; provided, however, the applicable limitations period shall be tolled during the course of any mediation proceeding which is initiated before the last day of the limitations period, and such toll shall commence on

the date the Responding Party receives the Initiating Party's demand for mediation and continue until the date the mediation is concluded.

6. Punitive or Exemplary Damages. Company and Guarantor each hereby waive to the fullest extent permitted by law, any right to, or claim for, punitive or exemplary damages against the other and agree that, in the event of a dispute between them, each is limited to recovering only the actual damages proven to have been sustained by it.

7. Attorneys' Fees. Except as expressly provided in this Agreement, in any action or proceeding brought to enforce any provision of this Agreement or arising out of or in connection with the relationship of the parties hereunder, the prevailing party shall be entitled to recover against the other its reasonable attorneys' fees and costs in addition to any other relief awarded by the court. As used in this Agreement, the "prevailing party" is the party who recovers greater relief in the action.

8. WAIVER OF JURY TRIAL. COMPANY, ON BEHALF OF ITSELF AND ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND AGENTS, AND GUARANTOR, ON BEHALF OF HIMSELF OR HERSELF, AND HIS OR HER HEIRS, REPRESENTATIVES AND ASSIGNS, EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING OR HEARING BROUGHT BY EITHER PARTY OR PERSON ON ANY MATTER WHATSOEVER ARISING OUT OF, ON IN ANY WAY CONNECTED WITH, THIS AGREEMENT OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

SCHEDULE "C"

ADDENDUM TO LEASE

RIGHTS OF COMPANY

This Addendum to Lease ("Addendum") is attached to and made a part hereof of that certain real property lease ("Lease"), dated _____, 201__, by and between _____, a(n) _____ ("Landlord") and _____, a(n) _____ ("Tenant" or "Franchisee") for certain premises ("Premises") located at _____.

R E C I T A L S

A. Robeks Franchise Corporation ("Company") and Tenant are parties to a certain franchise agreement dated _____ ("Franchise Agreement") pursuant to which Company has granted Franchisee a Franchise to use the ROBEKS® System and the ROBEKS® Marks in operating a ROBEKS® store on the terms and conditions stated in the Franchise Agreement; and

B. Company has approved Tenant's request to locate its ROBEKS® store in the Premises owned by Landlord that is the subject of the Lease attached hereto, provided that the conditions and agreements set forth in this Addendum are made a part of the Lease.

A G R E E M E N T S

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Franchise Rights. Landlord acknowledges that the Franchise Agreement grants Company certain rights to assume Tenant's Lease upon the termination or expiration of the Franchise Agreement. Upon any such assumption of the Lease by Company, Company will give Landlord written notice of the assumption of the Lease and Company will thereafter be bound by all of the terms and conditions in the Lease (except as specified in this Addendum) and Landlord agrees to recognize Company as the new tenant under the Lease. Following the assumption of the Lease by Company, Company shall not be bound by any radius restriction (or other similar restriction) set forth in the Lease. Company shall have the right to assign its interest in the Lease to a franchisee approved by Company, by providing written notice to Landlord. Following any such assignment Company shall have no further liability under the Lease. Any assumption of the Lease by Company or subsequent assignment of the Lease by Company shall not release Tenant from its obligations under the Lease. Unless and until Company exercises its rights under the Franchise Agreement and the provisions of the Addendum and agrees in writing to assume the Lease, Company shall have no liability or obligation under the Lease.

2. Remodeling and Décor. Landlord agrees to allow Tenant to remodel, equip, paint and decorate the interior of the Premises and to display such proprietary marks and signs on the interior and exterior of the Premises pursuant to the Franchise Agreement and any successor Franchise agreement under which Tenant may operate the Store in the Premises.

3. Notices to Company. Landlord shall serve Company with a copy of any notice of default, breach, or termination of Lease at the same time it serves Franchisee with such notice. In addition, Landlord agrees not to accept Franchisee's voluntary surrender of the Lease without prior notice to Company. Landlord agrees not to terminate the Lease based on Franchisee's breach or default under the Lease until it has given Company written notice identifying the breach or default and at least twenty (20) days after expiration of the period during which Tenant may cure such default to cure the breach or default. If Company elects not to cure the breach or default, Landlord may proceed directly against Tenant in the manner provided in the Lease, but shall have no remedy against Company.

4. Removal of Trade Elements. Landlord agrees that, upon the earlier of the expiration or termination of the Franchise Agreement or the Lease, Company shall have the right, but not the obligation, at Company's sole

cost, to enter upon the Premises and to remove all trade names, trade dress and other trade indicia associated with Company, including, without limitation, external and internal signage and menu boards, awnings, tower canopy and/or tower, and neon on the tower structure, and all point-of-purchase materials and signage, décor and pictures, and, in general, all trade dress, and architectural characteristics identifying the Premises as a ROBEKS® Store, provided that Company repairs any damage to the Premises caused by such removal or modifications.

5. Access. Company shall have the right to access the Premises during continuance of the Lease to ensure compliance by Tenant with its obligations under the Franchise Agreement.

6. Extensions. If the Lease contains term renewal or extension right(s) and if Tenant fails to exercise said right(s) within the time period specified in the Lease, Landlord shall give Company written notice thereof, and Company shall have the option, for thirty (30) days after receipt of said notice, to exercise the Tenant's renewal or extension right(s) on the same terms and conditions as are contained in the Lease. If Company elects to exercise such right(s), it shall so notify Landlord in writing, whereupon Landlord and Company shall promptly execute an agreement whereby Company assumes the Lease. Company's assumption under this paragraph shall be effective at the earlier of (a) commencement of the extension or renewal term or (b) notice to Landlord of Company's assumption of the Lease. Upon any such assumption of the Lease by Company, Company will thereafter be bound by all of the terms and conditions in the Lease (except as specified in this Addendum) and Landlord agrees to recognize Company as the new tenant under the Lease. Following the assumption of the Lease by Company, Company shall not be bound by any radius restriction (or other similar restriction) set forth in the Lease. Company shall have the right to assign its interest in the Lease to a franchisee approved by Company, by providing written notice to Landlord. Upon the date of any such assignment, the franchisee that assumes the Lease will thereafter be bound by all of the terms and conditions and obligations of the Lease and Company shall have no further liability under the Lease. Unless and until Company exercises its rights under this paragraph, in writing, Company shall have no liability or obligation under the Lease.

7. Confirmation of Lease Commencement Terms. Within twenty (20) days after the commencement date of the Lease, Landlord and Tenant shall execute a Notice of Lease Terms substantially in the form attached to this Addendum as Exhibit 1. Landlord shall deliver a signed copy of said Notice to Franchisee and Company within ten (10) days following its execution by Landlord and Tenant. Landlord and Tenant acknowledge that Company may rely on the information set forth in the Notice of Lease Terms in exercising rights granted to Company under this Addendum. Landlord and Tenant agree that, as to Company and Company's exercise of its rights under this Addendum, any conflict between the terms set forth in the Notice of Lease Terms and the terms of the Lease shall be resolved in favor of the Notice. By executing the Notice of Lease Terms, Landlord and Tenant waive any right to challenge or deny its veracity.

8. Conflicts. In the event of a conflict between the terms of the Lease and the terms set forth in this Addendum, the terms set forth herein shall govern. In the event of a conflict between notices provided to Landlord by Franchisee and Company, the notices of Company shall prevail.

9. Communications. Any notices required in this Addendum to be given to Company must be in writing and must comply with the noticing requirements of the Lease. Company's address for any such notice is as follows:

Company: ROBEKS FRANCHISE CORPORATION

Attn.: Real Estate/Legal Dept.

5220 Pacific Concourse Drive, Suite 395

Los Angeles, CA 90045

10. Acknowledgments. Landlord acknowledges that the provisions of this Addendum are required pursuant to the Franchise Agreement and that Tenant may not lease the Premises without this Addendum. Landlord acknowledges that Tenant is not an agent or employee of Company and has no authority or power to act for, or create any liability on behalf of, or to in any way bind Company or any affiliate of Company and that Landlord has entered into this Addendum with full understanding that it creates no duties, obligations or liabilities of or against Company or any affiliate of Company. Nothing contained in this Addendum makes Company or its affiliates a party or guarantor to the Lease.

11. Miscellaneous.

Any waiver excusing or reducing any obligation imposed by this Addendum shall be in writing and executed by the party who is charged with making the waiver and shall be effective only to the extent specifically allowed in such writing.

The language used in this Addendum shall in all cases be construed simply according to its fair meaning and not strictly for or against any party.

Company is a third party beneficiary of this Addendum.

This Addendum shall be binding upon, and shall inure to the benefit of, the successors, assigns, heirs, and personal representatives of the parties hereto.

This Addendum sets forth the entire agreement with regard to the rights of Company, fully superseding any and all prior agreements or understandings between the parties pertaining to the subject matter of this Addendum.

No amendment of the terms of this Addendum is valid or effective unless made in writing and signed by the parties and the parties have obtained Company's prior written consent. No amendment to the Lease that would adversely affect Company's rights under this Addendum is valid or effective unless the parties have obtained Company's prior written consent.

IN WITNESS WHEREOF, this Addendum is made and entered into by the undersigned parties as of _____, _____.

LANDLORD: _____

By: _____

Print Name: _____

Title: _____

TENANT: _____

By: _____

Print Name: _____

Title: _____

EXHIBIT 1 TO ADDENDUM TO LEASE

NOTICE OF LEASE TERMS

Landlord and Tenant hereby certify that:

1. The Term of the Lease commenced on _____.

2. The initial term of the Lease shall expire on _____.

3. The Rent Commencement Date for the purposes of paying Rent under the Lease is _____ _____.

4. The square footage of the Premises for the purposes of computing Rent or other charges under the Lease is _____.

5. Tenant has _____ periods of _____ years each as an option to extend the Term of Lease of and the first option to extend the Term of the Lease must be exercised on or before _____.

6. Monthly rents payable during the first Lease Year are as follows:

   Base Rent: _____

   Real Estate Taxes: _____

   Insurance: _____

   Common Area: _____

   Other: _____

IN WITNESS WHEREOF, the parties hereto have executed this Notice as of the date first written above.

LANDLORD:	TENANT:
By_____	By_____
Print Name: _____	Print Name: _____
Its: _____	Its: _____

SCHEDULE "D"

In accordance with Paragraph 4.A of the ROBEKS® Franchise Agreement by and between Robeks Franchise Corporation and _____ ("Franchisee"), dated _____, 20___ (the "Agreement"), the initial Term of the Agreement shall expire on _____, 20___. This expiration date shall supersede the expiration date noted in Paragraph 4 of the Agreement. Otherwise, the Agreement shall be in full force and effect as written.

Dated:_____

[COMPANY]
ROBEKS FRANCHISE CORPORATION

By: _____
Its:_____

[FRANCHISEE]
_____

_____
[Signature]

_____
[Print Name]

_____
[Signature]

SCHEDULE "E"

THIS SCHEDULE "E" DOES NOT APPLY TO CANDIDATES LOCATED IN, OR FRANCHISED BUSINESSES TO BE LOCATED IN, ANY OF THE FOLLOWING FRANCHISE REGISTRATION STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI.

ACKNOWLEDGMENT ADDENDUM TO ROBEKS® FRANCHISE AGREEMENT

As you know, you and we are entering into a Franchise Agreement dated _____ for the operation of a ROBEKS® franchise. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations*.

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least 14 calendar days prior to signing the Franchise Agreement? Check one: (__) Yes (__) No. If no, please comment: ___

2. Have you studied and reviewed carefully our Disclosure Document and Franchise Agreement? Check one: (__) Yes (__) No. If no, please comment: _____

3. Did you understand all the information contained in both the Disclosure Document and Franchise Agreement? Check one: (__) Yes (__) No. If no, please comment: _____

4. Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the Disclosure Document? Check one: (__) No (__) Yes. If yes, please state in detail the oral, written or visual claim or representation: _____

5. Other than as expressly stated in Item 19 of the Disclosure Document, did any employee or other person speaking on behalf of Robeks Franchise Corporation make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, earnings, income or profit levels at any ROBEKS® location or business, or the likelihood of success at your franchised business? Check one: (__) No (__) Yes. If yes, please state in detail the oral, written or visual claim or representation: _____

6. Did any employee or other person speaking on behalf of Robeks Franchise Corporation make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document? Check one: (__) No (__) Yes. If yes, please comment:_____

7. Do you understand that, as set forth in Section 3.B of the Franchise Agreement, the franchise granted is for the right to operate a business at the Franchise Location only and includes no exclusive area or protected territory, and that we and our affiliates have the right to (i) issue franchises or operate competing businesses for or at locations, as we determine, near your Franchise Location and (ii) distribute any and all Non-Proprietary Products and Proprietary Products through all channels of distribution? Check one: (__) Yes (__) No. If no, please comment: _____

8. Do you understand that any training, support, guidance or tools we provide to you as part of the franchise are for the purpose of protecting the ROBEKS brand and trademarks and to assist you in the operation of your Business and not for the purpose of controlling or in any way intended to exercise or exert control over your decisions or day-to-day operations of your business, including your sole responsibility for the hiring, wages, other compensation (including benefits), training, supervision and termination of your employees and all other employment and employee related matters? Check One: (__) Yes (__) No. If no, please comment: _____.

9. Do you understand that the Franchise Agreement contains the entire agreement between you and us concerning the franchise for the Franchised Business, meaning that any prior oral or written statements not set out in the Franchise Agreement or in the Disclosure Document will not be binding? Check one: (__) Yes (__) No. If no, please comment: _____

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

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

Signed: _____	Signed: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____
Signed: _____	Signed: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

APPROVED ON BEHALF OF ROBEKS FRANCHISE CORPORATION:

By: _____
Print Name: _____
Its: _____
Date: _____

*All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under any applicable law that prohibits releases, estoppels or waivers of liability under such law. Should one or more clauses of this Addendum be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Addendum shall be valid and in full force and effect.

SCHEDULE "F"

ACH AUTHORIZATION

ROBEKS FRANCHISE CORPORATION

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS
(DIRECT DEBITS)

The undersigned depositor ("DEPOSITOR") hereby (1) authorized Robeks Corporation ("COMPANY"), or its subsidiaries, to initiate debit entries and/or credit entries to the undersigned's checking and/or savings account indicated below and (2) authorized the depository designated below ("DEPOSITORY") to debit such account pursuant to COMPANY'S instructions.

_____ _____
DEPOSITORY Branch

_____ _____ _____
City State Zip Code

_____ _____
Bank Transit/ABA Number Account Number

This authority is to remain in full force and effect until DEPOSITORY has received joint written notification from COMPANY and DEPOSITOR of the DEPOSITOR's termination of such authority in such time and in such manner as to afford DEPOSITORY a reasonable opportunity to act on it. Notwithstanding the foregoing, DEPOSITORY shall provide COMPANY and DEPOSITOR with thirty (30) days' prior written notice of the termination of this authority. If an erroneous debit entry is initiated to DEPOSITOR's account, DEPOSITOR shall have the right to have the amount of such entry credited to such account by DEPOSITORY, if (a) within fifteen (15) calendar days following the date on which DEPOSITORY sent to DEPOSITOR a statement of account or a written notice pertaining to such entry of (b) forty-five (45) days after posting, whichever occurs first, DEPOSITOR shall have sent to DEPOSITORY a written notice identifying such entry, stating that such entry was in error and requesting DEPOSITORY to credit the amount thereof to such account. These rights are in addition to any rights DEPOSITOR may have under federal and state banking laws.

_____
DEPOSITOR (Print Name)

BY: _____ **Date: _____**

Title: _____

(Attach a voided check)

EXHIBIT C

Area Development Agreement

AREA DEVELOPMENT AGREEMENT

BETWEEN

ROBEKS FRANCHISE CORPORATION

AND

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EXHIBITS

A. DEVELOPMENT TERRITORY, FEES AND TERM

B. DEVELOPMENT SCHEDULE

C. ACKNOWLEDGEMENT ADDENDUM

ROBEKS FRANCHISE CORPORATION
AREA DEVELOPMENT AGREEMENT

This Area Development Agreement (this "Agreement") is entered into this _____ day of _____, _____ (the "Effective Date") between ROBEKS FRANCHISE CORPORATION, a California corporation ("we" or "us") and_____, _____, a_____ _____, ("you"). If you are a corporation, partnership or limited liability company, certain provisions of the Agreement also apply to your owners and will be noted.

BACKGROUND:

A. We and our parent company have developed a high quality smoothie retail store concept which features blended-to-order smoothies, freshly squeezed juice products, ROBEKS® Premium Nutritional Boosts, and other nutritional supplements and complimentary health-oriented foods and products. We grant franchises to qualified candidates for the operation of ROBEKS® retail stores using our concept. We license certain trademarks including the ROBEKS® name and service mark and may in the future adopt, use, and license additional or substitute trademarks, service marks, logos and commercial symbols in connection with the operation of ROBEKS® retail stores (collectively the "Marks"). ROBEKS® retail stores use our methods, procedures, standards, specifications, and the Marks, all of which are collectively referred to as the ROBEKS® System ("System") which is further defined in our franchise agreement ("Franchise Agreement") and which we may improve, further develop, or otherwise modify from time to time.

B. You desire to obtain the rights to develop and operate ROBEKS® retail stores in a development territory (as defined below) and we, in reliance on your representations, have agreed to grant you such rights upon the terms and conditions contained in this Agreement.

AGREEMENTS:

We and you agree as follows:

1. GRANT OF DEVELOPMENT RIGHTS

A. We grant to you, under the terms and conditions of this Agreement, the right to develop and operate a certain number of ROBEKS® retail stores (the "Retail Stores") within the development territory described on Exhibit A (the "Development Territory") as shown on the development schedule (the "Development Schedule") set forth in Exhibit B.

B. You shall be bound by the Development Schedule. Time is of the essence for the development of each Retail Store in accordance with the Development Schedule. Each Retail Store shall be established pursuant to Section 3.B of this Agreement and operated under a separate Franchise Agreement to be entered into by you and us.

C. As long as you are in compliance with this Agreement, the Development Schedule set forth in Exhibit B, we will not operate or grant anyone else a franchise to operate a ROBEKS® Retail Store business in the Development Territory prior to the expiration or termination of this Agreement, except as otherwise provided in Section 1.D of this Agreement.

D. You acknowledge and agree that we have the right to grant other franchises outside of the Development Territory as we deem appropriate. Although we will not operate a ROBEKS® Retail Store

within the Development Territory, we reserve all other rights, both within and outside of the Development Territory, to offer and sell products and services which comprise, or may in the future comprise a part of the System at Non-Traditional Venues, at wholesale, through channels of distribution distinct from those of a ROBEKS® Retail Store and as otherwise may be set forth in any Franchise Agreement you execute for a ROBEKS® Retail Store in the Development Territory. A "Non-Traditional Venue" means a hospital or medical center, airport, public or private school, university or college campus, train or bus station, convention center, exhibition hall, amusement park, fairground, sports arena, military base, state or national park, hotel, lodge, country club, social club, resort, casino, theater or ghost kitchen.

E. This Agreement is not a Franchise Agreement and you shall have no right to use the Marks in any manner by virtue of this Agreement. You shall have no right under this Agreement to subfranchise or sublicense others to operate a business or use the System or the Marks.

2. DEVELOPMENT FEE

A. As consideration for the rights granted in this Agreement, you must pay us a development fee (the "Development Fee") in the amount set forth in Exhibit A. The Development Fee is not consideration for any Franchise Agreement, is fully earned by us upon execution of this Agreement, is non-refundable and is due to us upon your execution of this Agreement.

B. Except for your first Retail Store, you shall submit a separate application for each Retail Store to be established by you within the Development Territory as further described in Section 3 of this Agreement. Following our approval of the site of your Retail Store and prior to execution of a lease for an approved site, a separate Franchise Agreement shall be executed for each such Retail Store, at which time the Initial Franchise Fee for such Retail Store is due and payable. Upon the execution of each Franchise Agreement, the terms and conditions of such Franchise Agreement shall control the establishment and operation of such Retail Store.

3. DEVELOPMENT SCHEDULE

A. You will be bound by and must strictly follow the Development Schedule. By the dates set forth under the Development Schedule you must enter into Franchise Agreements with us and open the number of Retail Stores described under the Development Schedule. You must have a lease signed for your first Retail Store within six (6) months from the effective date of your Franchise Agreement for your first Retail Store and have your first Retail Store open and operating twelve (12) months from the effective date of the Franchise Agreement for your first Retail Store. You must also comply with the Development Schedule requirements regarding the cumulative number of Retail Stores which must be open and continuously operating.

B. You may not develop a Retail Store unless you have notified us of your intention to develop and all of the following conditions have been met:

(I) You must find a proposed site for the Retail Store which you reasonably believe to conform to our site selection criteria and submit site information which we reasonably require for such site. You must receive our written consent to your proposed site. In consenting or not consenting to a site, we will consider such matters as we deem material, including demographics, traffic patterns, competition, the proximity to other businesses, the proximity to other ROBEKS® Retail Stores, and other commercial characteristics of the proposed site (including lease obligations).

Our consent to a site does not in any way suggest or assure the success of the site or the Retail Store. It simply means that the site meets our then-current site selection criteria.

(ii) For each proposed Retail Store, you must furnish us with current entity financial statements, current financial statements for all open and operating stores, and other information as we may reasonably require. You must receive written confirmation from us that you meet our then-current standards for franchisees, including financial capability criteria, for development of a new Retail Store.

(iii) You must not be in default of this Agreement or any Franchise Agreement with us.

(iv) You and we must enter into our then-current form of Franchise Agreement for the proposed Retail Store. The then-current form of Franchise Agreement may be materially different than the Franchise Agreement you sign for your first Retail Store; provided, however, the Initial Franchise Fee and Royalty Fee for each Retail Store opened during the term of this Agreement shall be in the amount set forth in Exhibit A.

4. TERM

The term of this Agreement and all rights granted to you shall expire on the date set forth in Exhibit A.

5. YOUR DUTIES

You must perform the following obligations:

A. You must comply with all of the terms and conditions of each Franchise Agreement, including without limitation the opening and operating requirements specified in each Franchise Agreement.

B. You must at all times comply with the confidentiality provisions set forth in Section 6 of this Agreement.

C. You shall comply with all requirements of federal, state and local laws, rules and regulations.

D. You must comply with all training requirements set forth in the Franchise Agreements. You must designate one full-time Territory Manager to be responsible for the management of all of your Retail Store managers. Each Retail Store manager will be responsible for the operation and administration of a Retail Store under his or her supervision in the Designated Territory. Your Territory Manager must devote full time and attention to administering and overseeing the operations of your Retail Stores in the Designated Territory. Your Territory Manager (as well as any replacement for the Territory Manager) and the first three (3) Retail Store managers must attend and successfully complete our training program, and be certified and approved by us in writing. You may train all of your Retail Store managers after the first three (3) if we have certified your training program and training instructors. In the event you do not develop a training program that we certify or if we decertify your training program for quality reasons, then all of your Retail Store managers must attend and successfully complete our training program. Our training of your Territory Manager and the first three (3) Retail Store managers will be free of charge. You must pay us our then-current training fee for each additional person that attends our training program. None of your Retail Store managers may commence performing his or her management or supervisory responsibilities until he or she has successfully completed training.

6. MARKS/CONFIDENTIALITY

A. Notwithstanding any provision to the contrary under this Agreement, it is understood and agreed that this Agreement does not grant you any right to use the Marks or to use any of our trade secrets, as defined below. Your license to use the Marks, trade secrets, confidential information and copyrights is granted only under the individual Franchise Agreements.

B. You and your owners, officers, directors, partners, members, and managers (if any), acknowledge and agree that your entire knowledge of the operation of ROBEKS® Retail Stores including the knowledge or know-how regarding the specifications, standards, and operating procedures of the services and products, is derived from information disclosed to you by us and that certain of such information is proprietary, confidential and constitute our trade secrets. The term "trade secrets" refers to the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures and/or improvements regarding the business that is valuable and secret in the sense that it is not generally known to our competitors and any proprietary information contained in the Manual or otherwise communicated to you in writing, verbally or through the Internet or other online or computer communications and any other knowledge or know-how concerning the methods of operations of ROBEKS® Retail Stores. You and your owners, officers, directors, shareholders, partners, members, and managers (if any), jointly and severally, agree that at all times during and after the term of this Agreement, you will maintain the absolute confidentiality of all such proprietary information and will not disclose, copy, reproduce, sell or use any such information in any other business or in any manner not specifically authorized or approved in advance in writing by us. We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from the individuals identified in the first sentence of this paragraph and other key employees. These confidentiality provisions are in addition to any confidentiality and non-disclosure obligations set forth in the Franchise Agreements.

7. DEFAULT AND TERMINATION

A. The rights and territorial protection granted to you in this Agreement have been granted in reliance on your representations and warranties, and strictly on the conditions set forth in Sections 1, 3, 5 and 6 of this Agreement, including, without limitation, the condition that you strictly comply with the Development Schedule.

B. You will be deemed in default under this Agreement if you breach any of the terms of this Agreement, including the failure to meet the Development Schedule, or any of the terms of any individual Franchise Agreement for a Retail Store that you own and operate within or outside the Development Territory. All rights granted in this Agreement shall immediately terminate upon written notice without opportunity to cure if: (i) you become insolvent, commit any affirmative action of insolvency, or file any action or petition of insolvency, (ii) a receiver of your property is appointed by a court of competent authority, (iii) you make a general assignment for the benefit of your creditors, (iv) a final judgment remains unsatisfied of record for 30 days or longer (unless supersede as bond is filed) and is not in the process of appeal, (v) execution is levied against your business or property, or (vi) suit to foreclose any lien or mortgage against your premises or equipment is instituted against you and not dismissed within thirty (30) days, or is not in the process of being dismissed, (vii) you fail to meet your development obligations set forth in the Development Schedule; (viii) you fail to comply with any other provision of this Agreement and do not correct the failure within 30 days after written notice of the failure is delivered to you, or (ix) any of your Franchise Agreements is terminated, other than by mutual agreement between you and us.

C. If you are in default of this Agreement, from the date we give you written notice of the default until the date the default is cured, the Royalty Fee in effect for all open Retail Stores shall be increased to 7%.

8. RIGHTS AND DUTIES OF PARTIES UPON TERMINATION OR EXPIRATION

Upon termination or expiration, this Agreement and all rights granted to you under this Agreement shall automatically terminate, and:

A. All remaining rights granted you to establish Retail Stores under this Agreement will automatically be revoked and will be null and void. You will not be entitled to any refund of any fees. You will have no right to develop or operate any Retail Stores for which a Franchise Agreement has not been executed by us. We will not be entitled to develop or to franchise others to develop ROBEKS® Retail Stores in the Development Territory, except as may be otherwise provided under any Franchise Agreement which has been executed between us and you and which has not been terminated under its own default and termination provisions.

B. You must immediately cease to operate your business under this Agreement, and must not thereafter, directly or indirectly, represent to the public or hold yourself out as a present ROBEKS® area developer.

C. You must within thirty (30) days of termination or expiration pay all sums owing to us and our affiliates. In the event of termination for any default by you, such sums shall include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by us as a result of the default. Unpaid amounts will bear interest at the rate of eighteen (18%) per annum or the maximum contract rate of interest permitted by governing law, whichever is less, from and after the date of accrual.

D. You shall comply with all applicable post-term covenants, including those contained in Sections 6, 10 and 12.A. of this Agreement.

E. All of our and your obligations which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

9. TRANSFER

A. We have the right to transfer all or any part of our rights or obligations under this Agreement to any person or entity.

B. This Agreement is entered into by us with specific reliance upon your personal experience, skills and managerial and financial qualifications. Consequently, this Agreement, and your rights and obligations under it, are and will remain personal to you. You may only transfer your rights and obligations under this Agreement if you obtain our prior written consent and only if you transfer all of your rights and interests in this Agreement together with all of your rights and interests under all Franchise Agreements for Retail Stores in the Development Territory, except as specifically provided in Section 9.D below. As used in this Agreement, the term "Transfer" means any sale, assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by judicial order, merger, consolidation, share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets or of any interest in you. The term "Transfer" shall not include the transfer of this Agreement by you (if you are an individual) to any entity in which you own a majority interest and control the majority of voting rights. We will not withhold our consent to a Transfer subject to all of the following conditions being satisfied:

i. You are in full compliance with this Agreement, the Franchise Agreements have no uncured defaults, and all your debts and financial obligations to us and our affiliates are current;

ii. You execute a written agreement in a form satisfactory to us in which you and your owners covenant to observe all applicable post-term obligations and covenants under this Agreement and the Franchise Agreements;

iii. The proposed transferee enters into a written agreement in a form satisfactory to us assuming and agreeing to discharge all of your obligations and covenants under this Agreement and the Franchise Agreements;

iv. All of the conditions to transfer contained in the Franchise Agreements have been satisfied;

v. We approve the proposed transferee as meeting all of our requirements and as having the financial and operational ability to own and operate multiple ROBEKS® Retail Stores;

vi. You pay us a transfer fee equal to $25,000, plus all applicable transfer fees payable under the Franchise Agreements being transferred;

vii. We waive our right of first refusal under Section 9.C. of this Agreement; and

viii. You may not transfer your rights under this Agreement until after the first year anniversary of the Effective Date noted on page 1 of this Agreement.

C. You will not make a Transfer without first offering the same to us in writing, at a stated price and on stated terms. Your written offer to us must contain all material terms and conditions of the proposed sale or transfer. Upon our receipt of written notice specifying the proposed price and terms of proposed sale or transfer of your rights under this Agreement and under the Franchise Agreements (the "Business"), we will give you written notice within ten (10) business days thereafter which (i) will either waive our right of first refusal to purchase, or (ii) will state an interest in negotiating to purchase the Business according to the proposed terms. If we commence negotiations to purchase your Business as set forth herein, you may not sell the Business to a third party for at least thirty (30) days or until we and you agree in writing that the negotiations have terminated, or whichever comes first. If we waive our right to purchase, you will have the right to complete the sale or transfer of the business according to the terms set forth in the written notice to us but not upon more favorable terms to the proposed buyer. Any such sale, transfer or assignment to a third party is expressly subject to the provisions set forth in Section 9 of this Agreement. Your obligation under this Agreement will not be affected or changed because of our nonacceptance of your written offer.

D. Notwithstanding the general requirement that any sale include the Transfer of the development rights under this Agreement and all of the Franchise Agreements for Retail Stores located in the Development Territory, you shall have the right to transfer an individual Retail Store under the following terms and conditions:

(i) You have owned and operated the particular Retail Store for at least one year;

(ii) All of the transfer conditions in the particular Franchise Agreement have been satisfied; and

(iii) You transfer the individual Retail Store in a transaction that includes no less than three Retail Stores. You acknowledge and agree that this condition of a multiple Retail Store transaction is reasonable and supersedes any provision in the transfer terms and conditions of a Franchise Agreement for an individual Retail Store.

10. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. It is understood and agreed by the parties that this Agreement does not create a fiduciary relationship between them, that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever. Each party to this Agreement is an independent contractor, and neither shall be responsible for the debts or liabilities incurred by the other. You shall hold yourself out to the public as an independent contractor operating pursuant to this Agreement. You agree to take such actions as shall be necessary to that end.

B. You understand and agree that nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name, and that we assume no liability for, and shall not be deemed liable by reason of, any act or omission of yours in your conduct of the business under this Agreement, or any claim or judgment arising therefrom. You agree to indemnify, defend, and hold us, our affiliates, our officers, directors, shareholders, and employees harmless from and against any and all claims, losses, damages, and liabilities, however caused, arising directly or indirectly from, as a result of, or in connection with, the development, use, and operation of your Retail Stores, as well as the costs, including attorneys' fees, of defending against them ("Franchise Claims"). Franchise Claims include, but are not limited to, those arising from any death, personal injury or property damage (regardless of cause or any concurrent or contributing fault or negligence of any party), latent or other defects in any Retail Store, or your employment practices. In the event a Franchise Claim is made against us, we reserve the right to select our own legal counsel to represent our interests, at your cost.

11. DISPUTE RESOLUTION

A. This dispute resolution clause applies to claims by and against all parties and their affiliates, successors, owners, managers, officers, directors, employees, agents, and representatives, as to claims arising out of or relating to this Agreement, or of violation of any applicable law or regulation, except as stated below. This dispute resolution clause shall survive the termination or expiration of this Agreement. The parties will first attempt to resolve any dispute relating to or arising out of this Agreement by negotiation. We will provide a procedure for internal dispute resolution. Any dispute subject to negotiation, and not resolved within ten (10) days, before commencing further dispute resolution must be submitted to non-binding mediation. Mediation will be before a single skilled independent mediator mutually and reasonably agreed on by the parties. The parties will equally bear the costs of mediation. Mediation will be conducted in accordance with the mediation rules of the National Franchise Mediation Program. The mediation will be conducted in the city where our headquarters are located.

B. Except as noted in Section 11.C of this Agreement, any dispute between you and us or any of our or your affiliates arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or the business must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be arbitrated in accordance with the then-current rules and procedures and under the auspices of the American Arbitration Association. Any arbitration will be on an individual basis and not consolidated with any other proceeding involving third parties. The arbitration must take place in the city where our headquarters are located. The arbitrators must follow the law and not disregard the terms of this Agreement. The decision of the arbitrators will be final and binding on all parties to the dispute;

however, the arbitrators may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award which extends, modifies, or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set.

C. Nothing herein contained shall bar our right to obtain injunctive relief against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

12. MISCELLANEOUS

A. You agree that all in-term and post-term non-compete provisions regarding prohibited activities and duration of the non-compete provisions set forth in any Franchise Agreement shall apply to you in the Development Territory. All in-term non-compete provisions shall apply during the term of this Agreement. The post-term non-compete provisions shall apply in the Development Territory for two (2) years after the expiration or termination of the Agreement.

All communications required or permitted to be given to either party hereunder shall be in writing and shall be deemed duly given on the earlier of (i) the date received by e-mail, facsimile, or other electronic means, (ii) the date when delivered by hand, (iii) one business day after delivery to a reputable national overnight delivery service, or (iv) 4 business days after being placed in the United States Mail and sent by certified or registered mail, postage prepaid, return receipt requested. The parties hereby agree that electronic notice constitutes written notice under this Section. Franchisee must provide Company with its e-mail address to be used for all notices. Company reserves the right to require that Franchisee use a specific e-mail address for all notices. All notices shall be addressed as follows:

B. Any and all notices, demand or communication provided for under this Agreement must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid, and if such notice is a notice of default or of termination, by registered or certified mail, and addressed as follows unless and until a different address has been designated by written notice to the other party:

Notices to us:
Robeks Franchise Corporation
Attn: Legal Department
5220 Pacific Concourse Drive, Suite 395
Los Angeles, CA 90045

Notices to you:
_____
_____
_____

Notices for purpose of this Agreement will be deemed to have been received if mailed or delivered as provided in this Section.

C. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written. Consequently,

each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

D. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach. Subject to our rights to modify the form of Franchise Agreement and/or standards and as otherwise provided herein, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us. You acknowledge and agree that you have not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of your business. There are no representations or warranties of any kind, express or implied, except as contained herein and in the aforesaid application.

E. If any law or regulation by any competent authority with jurisdiction over this Agreement shall limit our rights of termination or require a longer or different notice than required by any provision of this Agreement, the same shall be deemed amended to conform with the minimum requirements of such law or regulation.

F. We and you (and our respective officers, directors, owners, and guarantors) agree to waive, to the fullest extent permitted by law, the right to claim punitive or exemplary damages against the other. We and you agree that in the event of a dispute, we and you will be limited to recovering the actual damages sustained.

G. The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with this Agreement, the parties' rights under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state in which the Development Territory is located. You waive, to the fullest extent permitted by law, the rights and protections that might be provided through the laws of any state relating to franchises or business opportunities, other than those of the state in which the Development Territory is located.

2. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically and expressly precluded by the provisions of this Agreement.

3. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable Business Judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System.

H. All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for breach of this Agreement.

I. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement or the Franchised Business will be entitled to recover all costs and expenses, including reasonable attorneys' fees.

J. This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest.

K. This Agreement, together with Exhibits, constitutes the entire agreement of the parties. Except as otherwise provided in this Agreement, no supplement, amendment or variation of the terms of this Agreement, shall be valid unless in writing signed by the parties. This Agreement supersedes and terminates any prior oral or written understandings or agreements between us and you relating to the subject matter of this Agreement. Nothing in this Agreement is intended to disclaim the representations made in the Robeks® Franchise Disclosure Document.

13. ACKNOWLEDGMENTS

A. You acknowledge that other franchisees/area developers have or will be granted franchises or area development rights at different times and in different situations, and further acknowledge that the provisions of such agreements may vary substantially from those contained in this Agreement.

The parties have duly executed, sealed, and delivered this Agreement in triplicate on the day and year first above written. Your owners, directors and officers executing this Agreement below specifically agree, jointly and severally, to be bound by their respective representations, warranties and obligations hereunder.

ROBEKS FRANCHISE CORPORATION

ATTEST:

_____ By: _____

Its: _____

_____

ATTEST:

_____ _____

_____

EXHIBIT A
TO
AREA DEVELOPMENT AGREEMENT

DESCRIPTION OF DEVELOPMENT TERRITORY

Attached to this Exhibit A is a map which outlines the Development Territory

FEES

Development Fee and Initial Franchise Fee Schedule:

	Development Fee	**Initial Franchise Fee**	**Total Fee for Store**
1st	$10,000	$20,000	$30,000
2nd or more	$10,000	$12,500	$22,500

Royalty Fee: A percentage of Net Sales based on the total number of Restaurants you operate as set forth in the table below; provided, however, that if at any time you have received a notice of default as described in Section 7 of this Agreement, the Royalty Fee shall be 7% for all open Stores until such time as the default is fully cured.

Number of Stores	**Royalty Rate**
1	7% of Net Sales
2	6.5% of Net Sales
3 or more	6% of Net Sales

TERM

Term: _____ (___) years

ROBEKS FRANCHISE CORPORATION _____

By: _____ By: _____
Its: _____ Its: _____

EXHIBIT B
TO
AREA DEVELOPMENT AGREEMENT

DEVELOPMENT SCHEDULE

You acknowledge and agree that a material provision of the Area Development Agreement is that the following number of ROBEKS® Retail Stores must be opened and continuously operating in the Development Territory in accordance with the following Development Schedule:

Store #	Lease Execution Date	Scheduled Opening Date	Required # of Stores in Operation

For purposes of determining compliance with the above Development Schedule, only the Retail Stores actually open and continuously operating for business in the Development Territory as of a given date will be counted toward the number of Retail Stores required to be open and continuously operating for business.

ROBEKS FRANCHISE CORPORATION _____

By: _____ By: _____
Its: _____ Its: _____

EXHIBIT C
TO
AREA DEVELOPMENT AGREEMENT

ACKNOWLEDGMENT ADDENDUM TO
ROBEKS FRANCHISE CORPORATION AREA DEVELOPMENT AGREEMENT

THIS ACKNOWLEDGMENT ADDENDUM DOES NOT APPLY TO CANDIDATES LOCATED IN, OR FRANCHISED BUSINESSES TO BE LOCATED IN, ANY OF THE FOLLOWING FRANCHISE REGISTRATION STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI.

As you know, you and we are entering into Area Development Agreement for the development and operation of ROBEKS® retail stores. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations*.

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least 14 calendar days prior to signing the Area Development Agreement? Check one: (__) Yes (__) No. If no, please comment: _____

_____

2. Have you studied and reviewed carefully our Disclosure Document and Area Development Agreement? Check one: (_) Yes (_) No. If no, please comment:_____

_____

3. Did you understand all the information contained in both the Disclosure Document and Area Development Agreement? Check one: (_) Yes (_) No. If no, please comment: _____

_____

4. Was any oral, written or visual claim or representation made to you that contradicted the disclosures in the Disclosure Document? Check one: (_) No (_) Yes. If yes, please state in detail the oral, written or visual claim or representation: _____

_____

5. Did any employee or other person speaking on behalf of Robeks Franchise Corporation make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any ROBEKS® location or business, or the likelihood of success of your franchised business? Check one: (_) No ( ) Yes. If yes, please state in detail the oral, written or visual claim or representation: _____

_____

6. Do you understand that the profitability of individual Robeks retail stores depends on a number of factors that may vary due to individual characteristics of the franchised business? Further, do you understand that net profitability will be affected by required contributions for advertising and promotions as well as royalty fees paid to Robeks Franchise Corporation? Check one (__) Yes (__) No. If no, please comment:

7. Did any employee or other person speaking on behalf of Robeks Franchise Corporation make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document? Check one: (__) No (__) Yes. If yes, please comment:_____

_____

8. Do you understand that the franchise granted is for the right to develop and operate certain number of Robeks® retail stores in the Development Territory, as stated in paragraph 1.B of the Area Development Agreement, and that, according to paragraph 1.D, we have the right to (a) grant other Robeks franchises outside of the Development Territory, and (b) both within and outside the Development Territory, offer and sell products and services that comprise, or may in the future comprise, a part of the Robeks System, at special events or special sites (e.g., airports, sports stadiums, and other similar venues with captive customers), at wholesale, through alternative channels of distribution, or as otherwise provided in any Franchise Agreement executed under the Area Development Agreement? Check one: (__) Yes (__) No. If no, please comment: _____

_____

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

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

Signed:_____	Signed:_____
Print Name:_____	Print Name:_____
Date:_____	Date:_____

APPROVED ON BEHALF OF
Robeks Franchise Corporation

Signed:_____	By:_____
Print Name:_____	Title:_____
Date:_____	Date:_____

* All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under any applicable law that prohibits releases, estoppels or waivers of liability under such law. Should one or more clauses of this Addendum be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Addendum shall be valid and in full force and effect.

Store #_____

EXHIBIT D

General Release

Store #_____

GENERAL RELEASE

This GENERAL RELEASE ("Release") is made this _____ day of _____, _____, by _____ ("Releasor"), with reference to the following facts:

A. The undersigned, Releasor:

COMPLETE AND CHECK APPROPRIATE BOX(ES):

☐ is the Area Developer under, and signatory to, that certain Area Development Agreement dated _____ entered into with ROBEKS FRANCHISE CORPORATION ("Company") granting Area Developer the right to develop multiple ROBEKS® stores within a specific geographic area.

☐ is the Franchisee under, and signatory to, one or more Franchise Agreements entered into by and between Company and Releasor, as Franchisee, and each one permits Releasor to use the ROBEKS® System and Proprietary Marks to operate one ROBEKS® store at a specific location.

☐ is an employee, officer, director, member, manager, partner or owner of an interest in the equity or voting interests of the party (hereinafter "Releasor") identified in either 1 or 2 above.

B. This Release is being executed either pursuant to the requirements of the Area Development Agreement or Franchise Agreement as a condition of the rights granted by Company to Releasor, and for other good and valuable consideration, the receipt of which is acknowledged by the parties.

NOW, THEREFORE, RELEASOR AGREES AS FOLLOWS:

1. General Release.

Releasor, for itself, himself or herself, and, if applicable, additionally, for Releasor's Affiliates, if any, and for each of their respective officers, directors, shareholders, members, managers, trustees, partners, employees, attorneys, heirs and successors (Releasor and such other persons are collectively referred to as the "Releasing Parties"), hereby release and forever discharge Company, Company's Affiliates, and their respective officers, directors, shareholders, agents, employees, representatives, attorneys, successors and assigns (collectively the "Released Parties"), and each of them, from any and all claims, demands, obligations, liabilities, actions, causes of action, suits, proceedings, controversies, disputes, agreements, promises, allegations, costs and expenses, at law or in equity, of every nature, character or description whatsoever, whether known or unknown, suspected or unsuspected or anticipated or unanticipated, which any of the Releasing Parties ever had, now has, or may, shall or can hereafter have or acquire (collectively referred to as "Claims"). This Release includes, but is not limited to, all Claims arising out of, concerning, pertaining to or connected with any agreement, tort, statutory violation, representation, nondisclosure, act, omission to act, fact, matter or thing whatsoever, occurring as of or prior to the date of this Release, so that after the date of this Release, none of the Releasing Parties shall have any claim of any kind or nature whatsoever against the Released Parties, directly or indirectly, or by reason of any matter, cause, action, transaction or thing whatsoever done, said or omitted to have been done or said at any time prior to the date of this Release. The terms, "Company's Affiliates" and "Releasor's Affiliates," respectively include every entity that controls, is controlled by, or is under common control with Company or Releasor.

2. Waiver of Civil Code Section 1542.

This Release is intended by Releasor to be a full and unconditional general release, as that phrase is used and commonly interpreted, and to constitute a full, unconditional and final accord and satisfaction, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of Releasor or any of the other Releasing Parties against the Released Parties regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. Releasor, for itself, himself or herself, for each of the other Releasing Parties hereby expressly, voluntarily and knowingly waives, relinquishes and abandons each and every right, protection and benefit to which Releasor or any of the Releasing Parties would be entitled, now or at any time hereafter under Section 1542 of the Civil Code of the State of California, as well as under any other statutes or common law principles of similar effect to said Section 1542, whether now or hereinafter existing under the laws of California or any other applicable federal and state law with jurisdiction over the parties relationship. Releasor, for itself, himself or herself, for each of the other Releasing Parties, acknowledges that Section 1542 of the Civil Code of the State of California provides as follows:

> "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor or released party."

In making this voluntary express waiver, Releasor acknowledges that claims or facts in addition to or different from those which are now known or believed to exist with respect to the matters mentioned herein may later be discovered and that it is Releasor's intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. This Release is and shall be and remain a full, complete and unconditional general release. Releasor acknowledges and agrees that the foregoing waiver of Section 1542 is an essential, integral and material term of this Release.

3. Dispute Resolution. Releasor agrees to be bound by the dispute resolution provisions attached as Appendix "A" to this Release, which are incorporated herein by this reference.

4. Release Not Admission. Releasor understands and agrees that the giving or acceptance of this Release and the agreements contained herein shall not constitute or be construed as an admission of any liability by Company or Company or an admission of the validity of any claims made by or against Company or Company.

5. Authority of Parties. Each person executing this Release on behalf of a party hereto warrants and represents that he or she is duly authorized to execute this Release on behalf of such party. Further, each person executing this Release represents that he or she fully and completely understands the effects of this Release and has been represented by counsel in entering this Release or has had ample opportunity and time to do so but, on his or her own, has elected not to do so.

6. No Prior Assignments. Releasor represents and warrants that Releasor has not previously assigned or transferred, or attempted to assign or transfer, to any third party any of the Claims which are the subject of this Release, all of such Claims being released.

IN WITNESS WHEREOF, Releasor has executed this Release on the date first shown above.

Releasor:

_____

[IF APPLICABLE]

By:_____
Its:_____

ROBEKS FRANCHISE CORPORATION

By:_____
Title:_____
Date:_____

*This General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

APPENDIX "A"

DISPUTE RESOLUTION

1. Agreement to Mediate Disputes. Except as provided in Section 2 of this Appendix A, neither Releasor nor Company shall bring an action or proceeding to enforce or interpret any provision of the Release, or seeking any legal remedy based upon the relationship created by this Release or an alleged breach of this Release, until the dispute has been submitted to a mediation proceeding conducted in accordance with the procedures stated in this Appendix A.

(a) The mediation proceeding shall be conducted pursuant to the mediation rules of the National Franchise Mediation Program, a dispute resolution process for franchising administered under the auspices of the Center for Public Resources with offices in New York, New York ("the Mediation Service"). Either party may initiate the mediation proceeding (the "Initiating Party") by notifying the Mediation Service in writing, with a copy to the other party (the "Responding Party"). The notice shall describe with specificity the nature of the dispute and the Initiating Party's claim for relief. Thereupon, both parties will be obligated to engage in the mediation, which shall be conducted in accordance with the Mediation Service's then current rules, except to the extent such rules conflict with this Release, in which case this Release shall control.

To be qualified, the mediator shall have no past or present affiliation or conflict with any party to the mediation, and must be generally available to conduct the mediation within the time parameters required by this Release. The parties agree that the mediator and the Mediation Service's employees shall be disqualified as a witness, expert, consultant or attorney in any pending or subsequent proceeding relating to the dispute which is the subject of the mediation.

(b) Upon receipt of the written mediation demand, the Mediation Service shall provide the parties with a list of mediators willing to serve. If the parties do not agree upon a mediator, and so advise the Mediation Service in writing, within 10 days of receipt of such list, the Mediation Service shall appoint the mediator. The mediator must be either a practicing attorney with experience in business format franchising or a retired judge. Except as otherwise provided in this Section 1: (i) the fees and expenses of the Mediation Service, including (without limitation) the mediator's fee and expenses, shall be shared equally by the parties, and (ii) each party shall bear its own attorneys' fees and other costs incurred in connection with the mediation irrespective of the outcome of the mediation or the mediator's evaluation of each party's case.

(c) The mediation conference shall take place within 30 days after selection of the mediator. Regardless of whether Company or Releasor is the Initiating Party, the mediation shall be conducted at Company's headquarters, unless Company and Releasor agree upon a mutually acceptable alternative location. At least 7 days before the first scheduled session of mediation, each party shall deliver to the mediator and to the other party a concise written summary of its position with respect to the matters in dispute and the Initiating Party's claims for relief, and such other matters required by the mediator.

(d) The parties shall participate in good faith in the entire mediation proceeding, including the mediation conference, with the intention of resolving the dispute, if at all possible. The parties shall each send at least one representative to the mediation conference who has authority to enter into a binding contract on that party's behalf and on behalf of all principals of that party who are required by the terms of the parties' settlement to be personally bound by it.

(e) If one party breaches this Release by refusing to participate in the mediation proceeding in accordance with this Release, the non-breaching party may immediately file suit and take

such other action to enforce its rights as permitted by law and the breaching party shall be obligated to pay: (aa) the mediator's fees and costs, (bb) the non-breaching party's reasonable attorneys' fees and costs incurred in connection with the mediation, and (cc) to the extent permitted by law, the non-breaching party's reasonable attorneys' fees and costs incurred in any suit arising out of the same dispute, regardless of whether the non-breaching party is the prevailing party. Additionally, in connection with (cc), the breaching party shall forfeit any right to recover its attorneys' fees and costs should it prevail in the suit. The parties agree that the foregoing conditions are necessary in order to encourage meaningful mediation as a means for efficiently resolving any disputes that may arise.

(f) The mediation proceeding will be treated as a compromise settlement negotiation. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation proceeding by any party or their agents, experts, counsel, employees or representatives, and by the mediator and the Mediation Service's employees, are confidential. Such offers, promises, conduct and statements may not be disclosed to any third party and are privileged and inadmissible for any purpose, including impeachment, under applicable federal and state laws or rules of evidence; provided however, that evidence otherwise discoverable or admissible shall not be rendered not discoverable or inadmissible as a result of its use in the mediation. If a party informs the mediator that information is conveyed in confidence by the party to the mediator, the mediator will not disclose the information.

2. Exceptions to Duty to Mediate Disputes. The obligation to mediate shall not apply to:

(a) Any claim by either party seeking interim relief, including requests for temporary restraining orders, preliminary injunctions, writs of attachment, appointment of a receiver, for claim and delivery, or any other orders which a court may issue when deemed necessary in its discretion to preserve the status quo or prevent irreparable injury, including the claim of either party for injunctive relief to preserve the status quo pending the completion of a mediation proceeding. The party awarded interim or injunctive relief shall not be required to post bond. Once interim relief is obtained, the parties agree to submit the dispute to, or continue, mediation in accordance with this Appendix A.

(b) Any claim by Company or the holder of rights under any lease or sublease for unlawful detainer or similar remedies available to a landlord or for the enforcement of Company's other rights under any Addendum to Lease.

3. Judicial Relief.

(a) The parties agree that (i) all disputes arising out of or relating to this Release which are not resolved by negotiation or mediation, and (ii) all claims described in Section 2 of this Appendix A, shall be brought in the state court located closest to Company's headquarters, unless the subject matter of the dispute arises exclusively under federal law, in which event the dispute shall be submitted to the federal court located closest to Company's headquarters. As of the date of this Release, the parties acknowledge that the Superior Court of the County of Los Angeles, and the United States District Court of the Central District of California are, respectively, the state and federal courts that are located closest to Company's headquarters; however, the parties further acknowledge that Company may relocate its headquarters in its discretion at any time without notice to Releasor. The parties agree to submit to the jurisdiction of the courts mutually selected by them pursuant to this paragraph and mutually acknowledge that selecting a forum in which to resolve disputes arising between them is important to promote stability in their relationship.

(b) To the fullest extent that it may effectively do so, Releasor waives the defense of an inconvenient forum to the maintenance of an action in the courts identified in this Appendix A and agrees not to commence any action of any kind against Company or any one of its affiliates, or any of its officers,

directors, employees, agents or property arising out of or relating to this Release, except in the courts identified in this Appendix A.

4. Choice of Law. The parties agree that the laws of the state in which the franchise location is located shall govern the construction, interpretation, validity and enforcement of this Release and shall be applied in any mediation or judicial proceeding to resolve all disputes between them, except to the extent the subject matter of the dispute arises exclusively under federal law, in which event such federal law shall govern.

5. Limitations Period. To the extent permitted by applicable law, any legal action of any kind arising out of or relating to this Release or its breach, including without limitation, any claim that this Release or any of its parts is invalid, illegal or otherwise voidable or void, must be commenced by no later than the last to occur of the following: (i) 90 days after obtaining knowledge of the facts which constituted or gave rise to the alleged violation or liability, or (ii) one year after the act, event, occurrence or transaction which constituted or gave rise to the alleged violation or liability; provided, however, the applicable limitations period shall be tolled during the course of any mediation proceeding which is initiated before the last day of the limitations period, and such toll shall commence on the date the Responding Party receives the Initiating Party's demand for mediation and continue until the date the mediation is concluded.

6. Punitive or Exemplary Damages. Company and Releasor each hereby waive to the fullest extent permitted by law, any right to, or claim for, punitive or exemplary damages against the other and agree that, in the event of a dispute between them, each is limited to recovering only the actual damages proven to have been sustained by it.

7. Attorneys' Fees. Except as expressly provided in this Release, in any action or proceeding brought to enforce any provision of this Release or arising out of or in connection with the relationship of the parties hereunder, the prevailing party shall be entitled to recover against the other its reasonable attorneys' fees and costs in addition to any other relief awarded by the court; provided, however, the total attorneys' fees and costs awarded to the prevailing party shall not exceed the total monetary relief the prevailing party recovers. As used in this Release, the "prevailing party" is the party who recovers greater relief in the action.

8. WAIVER OF JURY TRIAL. COMPANY, ON BEHALF OF ITSELF AND ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND AGENTS, AND RELEASOR, ON BEHALF OF HIMSELF OR HERSELF, AND HIS OR HER HEIRS, REPRESENTATIVES AND ASSIGNS, EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING OR HEARING BROUGHT BY EITHER PARTY OR PERSON ON ANY MATTER WHATSOEVER ARISING OUT OF, ON IN ANY WAY CONNECTED WITH, THIS RELEASE OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

EXHIBIT E

Confidentiality, Non-Disclosure and Non-Competition Agreement

CONFIDENTIALITY, NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

WHEREAS, the undersigned:

COMPLETE AND CHECK APPROPRIATE BOX:

☐ is an officer, director, member, partner or owner of an interest in the equity or voting interests of _____, the Area Developer under, and signatory to, that certain Area Development Agreement dated _____ entered into with ROBEKS FRANCHISE CORPORATION ("Company") granting Area Developer the right to develop multiple ROBEKS® stores within a specific geographic area.

☐ is an officer, director, member, partner or owner of an interest in the equity or voting interests of _____, the Franchisee under, and signatory to, that certain Franchise Agreement dated _____ entered into with ROBEKS FRANCHISE CORPORATION ("Company") granting Franchisee the right to own and operate one ROBEKS® store on the terms and conditions stated therein.

☐ is associated in the following capacity with _____, the Area Developer under, and signatory to, that certain Area Development Agreement dated _____ entered into with ROBEKS FRANCHISE CORPORATION ("Company").

☐ is associated in the following capacity with the _____, the Franchisee under, and signatory to, that certain Franchise Agreement dated _____ entered into with ROBEKS FRANCHISE CORPORATION ("Company").

WHEREAS, the undersigned acknowledges that, in order to induce Company to enter into the Area Development Agreement or Franchise Agreement (hereinafter referred to interchangeably for purposes of this Agreement as the "Franchise Agreement"), Area Developer or Franchisee (hereinafter referred to interchangeably for purposes of this Agreement as "Franchisee"), must cause certain persons owning an interest in, or who are employed by or associated with, Franchisee to execute this Confidentiality and Non-Disclosure Agreement ("Agreement") for the benefit of Company.

NOW, THEREFORE, the undersigned, having read this Agreement and understanding its terms, agrees as follows:

1. Nondisclosure of Confidential Information.

a. The undersigned agrees not to disclose, duplicate, sell, reveal, divulge, publish, furnish or communicate, either directly or indirectly, any Confidential Information (as defined below) to any other person, firm or entity, unless authorized in writing by Company.

b. The undersigned agrees not to use any Confidential Information for his or her own personal gain or to further the purposes of others, whether or not the Confidential Information has been conceived, originated, discovered or developed, in whole or in part, by the undersigned or represents the undersigned's work product. To the extent the undersigned has assisted in the preparation of any information which Company considers to be Confidential Information or has prepared or created such information by himself or herself, the undersigned hereby assigns any rights that he or she may have in such information as creator to Company, including all ideas made or conceived by the undersigned.

c. The undersigned acknowledges that the use, publication or duplication of the Confidential Information for any purpose not authorized by this Agreement constitutes an unfair method of competition by the undersigned.

d. The provisions of this paragraph 1 shall apply forever, surviving the expiration or termination of all contracts between Company and Franchisee.

e. The provisions concerning non-disclosure of Confidential Information shall not apply if disclosure of Confidential Information is legally compelled in a judicial or administrative proceeding, provided the undersigned shall have used its best efforts, and shall have afforded Company the opportunity, to obtain an appropriate protective order or other assurance satisfactory to Company of confidential treatment for the information required to be disclosed.

f. The term "Confidential Information" shall have the same meaning assigned to it in the Franchise Agreement. The undersigned represents that it, he or she is familiar with that definition. The undersigned further acknowledges that Confidential Information excludes (i) information which the undersigned can demonstrate came to its, his or her attention independent of the rights granted by Company, and prior to Company's disclosure of the information in the Manual or otherwise, and (ii) information that Company agrees is, or has become, generally known in the public domain, except where public knowledge is the result of wrongful disclosure (whether or not deliberate or inadvertent).

2. Return of Proprietary Materials.

Upon expiration or termination of the Franchise Agreement, the undersigned shall surrender to Franchisee, or, if directed by Company, directly to Company, all materials in the possession of the undersigned relating or concerning any Confidential Information. The undersigned expressly acknowledges that such materials shall be and remain the sole property of Company.

3. Agreements Regarding Competition.

a. For as long as Franchisee is a party to any Franchise Agreement or with Company, the undersigned agrees that he or she shall not, directly or indirectly, own, engage in or render services to, either as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any business located anywhere in the world which manufactures, sells or distributes, at retail or wholesale, fresh or frozen fruit juice-type beverages, nutritionally-oriented foods or nutritional supplements; provided, however, the restrictions stated in this paragraph shall not apply to the undersigned after 2 years from the date that the undersigned ceases to be an officer, director, shareholder, member, manager, trustee, owner, general partner, employee or otherwise associated in any capacity with Franchisee.

b. For a period of 2 years after expiration or termination of the last Franchise Agreement between Franchisee and Company, or an event of transfer as defined in the Franchise Agreement, whichever occurs first, the undersigned agrees that it, he or she shall not, directly or indirectly, own, engage in or render services to, either as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any business which manufactures, sells or distributes, at retail or wholesale, fresh or frozen fruit juice-type beverages, nutritionally-oriented foods or nutritional supplements in the Covered Area; provided, however, the restrictions stated in this paragraph shall not apply to the undersigned after 2 years from the date that the undersigned ceases to be an officer, director, shareholder, member, manager, trustee, owner, general partner, employee or otherwise associated in any capacity with Franchisee.

c. "Covered Area" means anywhere inside, or within a 10 mile radius from the boundaries, of (i) each and every ROBEKS® store located anywhere in the world regardless of whether the ROBEKS® store opens before or after the Franchise Agreement terminates or expires or is owned by another franchisee, Company or Company's Affiliate; (ii) each regional director territory that Company has granted to a regional director; and (iii) each development territory that Company grants to an area developer regardless of whether the Area Development Agreement has been entered into between Company and the area developer before, or after, the Franchise Agreement terminates or expires.

d. This Agreement does not prohibit the undersigned from owning 5% or less of the voting stock of a Publicly Held Corporation (as that term is defined in the Franchise Agreement) which manufactures, sells or distributes, at retail or wholesale, fresh or frozen fruit juice-type beverages, nutritionally-oriented foods or nutritional supplements.

e. The parties acknowledge that the undersigned may engage in any activities not expressly prohibited by this Agreement. However, in connection with permitted activities, the undersigned shall not (i) use the Confidential Information or any of the Proprietary Marks (as that term is defined in the Franchise Agreement); (ii) engage in any conduct or activity which suggests or implies that Company endorses, or authorizes, the undersigned's activities; or (iii) induce any person to engage in conduct prohibited by this Agreement.

4. Interference.

The undersigned agrees not to, directly or indirectly, for itself or on behalf of any other person, divert, or attempt to divert, any business or customer of any ROBEKS® store to any competitor by direct or indirect inducement or perform any act which directly or indirectly could, or may, injure or prejudice the goodwill and reputation of the Proprietary Marks or the ROBEKS® System.

5. Irreparable Harm to Company.

a. The undersigned acknowledges and agrees that Company will suffer irreparable injury not capable of precise measurement in monetary damages if it discloses or misuses any Confidential Information, or if the undersigned breaches the covenants set forth in this Agreement. Accordingly, in the event of a breach of this Agreement by the undersigned, the undersigned consents to entry of interim relief, including, without limitation, the entry of a temporary restraining order, preliminary injunction, permanent injunction, writ of attachment, appointment of a receiver, and any other equitable relief which the court deems necessary in order to prevent irreparable injury, all without the requirement that bond be posted.

b. The undersigned agrees that the award of equitable remedies to Company in the event of such breach is reasonable and necessary for the protection of the business and goodwill of Company.

6. Survival.

The agreements made by the undersigned shall apply forever, surviving the expiration or termination of all contracts between Company and Franchisee.

7. Validity; Conformity With Applicable Law.

a. Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or

prohibited thereunder, the provision shall be ineffective only to the extent of the prohibition or invalidity without invalidating the remainder of this Agreement.

b. If any provision of this paragraph 3. is void or unenforceable under California law, but would be enforceable as written or as modified under the laws of any state having jurisdiction over the undersigned (the "Local Laws"), the parties agree that the Local Laws shall govern any dispute concerning or involving the construction, interpretation, validity or enforcement of the provisions of this Agreement regarding competition, but only with respect to the subjects covered in this paragraph 3.

8. Dispute Resolution.

The parties adopt and incorporate by reference as part of this Agreement the Dispute Resolution provisions set forth in Appendix A.

9. Miscellaneous.

a. Any waiver granted to the undersigned by Company excusing or reducing any obligation or restriction imposed under this Agreement shall be evidenced by a writing executed by Company in order to be effective and shall only be effective to the extent specifically allowed in such writing. No waiver granted by Company shall constitute a continuing waiver. Any waiver granted by Company shall be without prejudice to any other rights Company may have. The rights and remedies granted to Company are cumulative. No delay on the part of Company in exercising any right or remedy shall preclude Company from fully exercising such right or remedy or any other right or remedy.

b. This Agreement sets forth the entire agreement made by the undersigned pertaining to the subject matter hereof, fully superseding any and all prior agreements or understandings that may exist between the undersigned and the Company pertaining to such subject matter. No amendment, change, modification or variance to or from the terms and conditions set forth in this Agreement shall be binding on the undersigned unless it is set forth in a writing and duly executed by the undersigned and Company.

c. This Agreement shall be binding on the undersigned's heirs, executors, successors and assigns as though originally executed by such persons.

d. The parties agree that all capitalized terms in this Agreement shall have the same meaning assigned to them in any Franchise Agreement between Company and Franchisee, and incorporate such definitions herein.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date shown above the undersigned's signature.

DATED:_____

_____

Signature

_____

Print Name

Company executes this Agreement to acknowledge its agreement to be bound by the dispute resolution provisions stated in Schedule A.

ROBEKS FRANCHISE CORPORATION

By:_____
Title:_____
Date:_____

APPENDIX A

DISPUTE RESOLUTION

1. Agreement to Mediate Disputes. Except as provided in Section 2 of this Schedule A., neither party to this Agreement shall bring an action or proceeding to enforce or interpret any provision of this Agreement, or seeking any legal remedy based upon the relationship created by this Agreement or an alleged breach of this Agreement, until the dispute has been submitted to a mediation proceeding conducted in accordance with the procedures stated in this Schedule A.

(a) The mediation proceeding shall be conducted pursuant to the mediation rules of the National Franchise Mediation Program, a dispute resolution process for franchising administered under the auspices of the Center for Public Resources with offices in New York, New York ("the Mediation Service"). Either party may initiate the mediation proceeding (the "Initiating Party") by notifying the Mediation Service in writing, with a copy to the other party (the "Responding Party"). The notice shall describe with specificity the nature of the dispute and the Initiating Party's claim for relief. Thereupon, both parties will be obligated to engage in the mediation, which shall be conducted in accordance with the Mediation Service's then current rules, except to the extent such rules conflict with this Agreement, in which case this Agreement shall control.

(b) To be qualified, the mediator shall have no past or present affiliation or conflict with any party to the mediation, and must be generally available to conduct the mediation within the time parameters required by this Agreement. The parties agree that the mediator and the Mediation Service's employees shall be disqualified as a witness, expert, consultant or attorney in any pending or subsequent proceeding relating to the dispute which is the subject of the mediation.

(c) Upon receipt of the written mediation demand, the Mediation Service shall provide the parties with a list of mediators willing to serve. If the parties do not agree upon a mediator, and so advise the Mediation Service in writing, within 10 days of receipt of such list, the Mediation Service shall appoint the mediator. The mediator must be either a practicing attorney with experience in business format franchising or a retired judge. Except as otherwise provided in this Section 1: (i) the fees and expenses of the Mediation Service, including the mediator's fee and expenses, shall be shared equally by the parties, and (ii) each party shall bear its own attorneys' fees and other costs incurred in connection with the mediation irrespective of the outcome of the mediation or the mediator's evaluation of each party's case.

(d) The mediation conference shall take place within 30 days after selection of the mediator. Regardless of whether Company or the undersigned is the Initiating Party, the mediation shall be conducted at Company's headquarters, unless the parties agree upon a mutually acceptable alternative location. At least 7 days before the first scheduled session of mediation, each party shall deliver to the mediator and to the other party a concise written summary of its position with respect to the matters in dispute and the Initiating Party's claims for relief, and such other matters required by the mediator.

(e) The parties shall participate in good faith in the entire mediation proceeding, including the mediation conference, with the intention of resolving the dispute, if at all possible. The parties shall each send at least one representative to the mediation conference who has authority to enter into a binding contract on that party's behalf and on behalf of all principals of that party who are required by the terms of the parties' settlement to be personally bound by it.

(f) If one party breaches this Agreement by refusing to participate in the mediation proceeding in accordance with this Agreement, the non-breaching party may immediately file suit and take

such other action to enforce its rights as permitted by law and the breaching party shall be obligated to pay: (aa) the mediator's fees and costs, (bb) the non-breaching party's reasonable attorneys' fees and costs incurred in connection with the mediation, and (cc) to the extent permitted by law, the non-breaching party's reasonable attorneys' fees and costs incurred in any suit arising out of the same dispute, regardless of whether the non-breaching party is the prevailing party. Additionally, in connection with (cc), the breaching party shall forfeit any right to recover its attorneys' fees and costs should it prevail in the suit. The parties agree that the foregoing conditions are necessary in order to encourage meaningful mediation as a means for efficiently resolving any disputes that may arise.

(g) The mediation proceeding will be treated as a compromise settlement negotiation. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation proceeding by any party or their agents, experts, counsel, employees or representatives, and by the mediator and the Mediation Service's employees, are confidential. Such offers, promises, conduct and statements may not be disclosed to any third party and are privileged and inadmissible for any purpose, including impeachment, under applicable federal and state laws or rules of evidence; provided however, that evidence otherwise discoverable or admissible shall not be rendered not discoverable or inadmissible as a result of its use in the mediation. If a party informs the mediator that information is conveyed in confidence by the party to the mediator, the mediator will not disclose the information.

2. Exceptions to Duty to Mediate Disputes. The obligation to mediate shall not apply to:

(a) Any claim by either party seeking interim relief, including requests for temporary restraining orders, preliminary injunctions, writs of attachment, appointment of a receiver, for claim and delivery, or any other orders which a court may issue when deemed necessary in its discretion to preserve the status quo or prevent irreparable injury, including the claim of either party for injunctive relief to preserve the status quo pending the completion of a mediation proceeding. The party awarded interim or injunctive relief shall not be required to post bond. Once interim relief is obtained, the parties agree to submit the dispute to, or continue, mediation in accordance with this Schedule A.

(b) Any claim by Company or the holder of rights under any lease or sublease for unlawful detainer or similar remedies available to a landlord or for the enforcement of Company's other rights under any Addendum to Lease.

3. Judicial Relief.

(a) The parties agree that (i) all disputes arising out of or relating to this Agreement which are not resolved by negotiation or mediation, and (ii) all claims described in Section 2 of this Schedule A, shall be brought in the in the state court located closest to Company's headquarters, unless the subject matter of the dispute arises exclusively under federal law, in which event the dispute shall be submitted to the federal court located closest to Company's headquarters. As of the date of this Agreement, the parties acknowledge that the Superior Court of the County of Los Angeles, and the United States District Court of the Central District of California are, respectively, the state and federal courts that are located closest to Company's headquarters; however, the parties further acknowledge that Company may relocate its headquarters in its discretion at any time without notice to the undersigned party. The parties agree to submit to the jurisdiction of the courts mutually selected by them pursuant to this paragraph and mutually acknowledge that selecting a forum in which to resolve disputes arising between them is important to promote stability in their relationship.

(b) To the fullest extent that it may effectively do so, the undersigned waives the defense of an inconvenient forum to the maintenance of an action in the courts identified in this Schedule A and agrees not to commence any action of any kind against Company or any of its affiliates, or its officers,

directors, employees, agents or property arising out of or relating to this Agreement, except in the courts identified in this Schedule A.

4. Choice of Law. The parties agree that the laws of the state in which the franchise location is located shall govern the construction, interpretation, validity and enforcement of this Agreement and shall be applied in any mediation or judicial proceeding to resolve all disputes between them, except to the extent the subject matter of the dispute arises exclusively under federal law, in which event such federal law shall govern.

5. Limitations Period. To the extent permitted by applicable law, any legal action of any kind arising out of or relating to this Agreement or its breach, including without limitation, any claim that this Agreement or any of its parts is invalid, illegal or otherwise voidable or void, must be commenced by no later than the last to occur of the following: (i) 90 days after obtaining knowledge of the facts which constituted or gave rise to the alleged violation or liability, or (ii) one year after the act, event, occurrence or transaction which constituted or gave rise to the alleged violation or liability; provided, however, the applicable limitations period shall be tolled during the course of any mediation proceeding which is initiated before the last day of the limitations period, and such toll shall commence on the date the Responding Party receives the Initiating Party's demand for mediation and continue until the date the mediation is concluded.

6. Punitive or Exemplary Damages. Company and the undersigned each hereby waive to the fullest extent permitted by law, any right to, or claim for, punitive or exemplary damages against the other and agree that, in the event of a dispute between them, each is limited to recovering only the actual damages proven to have been sustained by it.

7. Attorneys' Fees. Except as expressly provided in this Agreement, in any action or proceeding brought to enforce any provision of this Agreement or arising out of or in connection with the relationship of the parties hereunder, the prevailing party shall be entitled to recover against the other its reasonable attorneys' fees and costs in addition to any other relief awarded by the court. As used in this Agreement, the "prevailing party" is the party who recovers greater relief in the action.

8. WAIVER OF JURY TRIAL. COMPANY, ON BEHALF OF ITSELF AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND AGENTS, AND THE UNDERSIGNED PARTY TO THIS AGREEMENT, ON BEHALF OF HIMSELF OR HERSELF, AND HIS OR HER HEIRS, REPRESENTATIVES AND ASSIGNS, EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING OR HEARING BROUGHT BY EITHER PARTY OR PERSON ON ANY MATTER WHATSOEVER ARISING OUT OF, ON IN ANY WAY CONNECTED WITH, THIS AGREEMENT OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

EXHIBIT F

State Addenda

RIDER TO STATE ADDENDUM
TO THE ROBEKS® FRANCHISE DISCLOSURE DOCUMENT AND
ROBEKS FRANCHISE CORPORATION CONTRACTS
FOR THE FOLLOWING STATES ONLY: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, WISCONSIN

This Rider to State Addendum to Robeks® Franchise Disclosure Document and Robeks Franchise Corporation Contracts is entered into by and between ROBEKS FRANCHISE CORPORATION, a California corporation with an address of 5220 Pacific Concourse Drive, Suite 395, Los Angeles, CA 90045 ("we" or "us") and _____ _____ ("you").

A. This Rider is being signed because you are a resident of one of the states listed in the heading of this Rider (the "Applicable Franchise Registration State") or a non-resident who is acquiring franchise rights permitting the location of one or more ROBEKS® stores in the Applicable Franchise Registration State.

B. We and you have contemporaneously herewith entered into a Franchise Agreement and/or another Contract (as defined in the state addendum for the Applicable Franchise Registration State) (collectively, the "Agreement") and wish to amend the Agreement as provided herein.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

1. The following language is hereby added to the end of the Agreement:

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

2. Except as provided in this Rider, the Agreement remains in full force and effect in accordance with its terms. This Rider shall be effective only to the extent that the jurisdictional requirements of the franchise law of the Applicable Franchise Registration State are met independently without reference to this Rider.

IN WITNESS WHEREOF parties have executed this Rider on this ____ day of ____, 20__.

WE:	**YOU:**
ROBEKS FRANCHISE CORPORATION a California corporation	_____
By:_____	
Its:_____	

ADDENDUM TO ROBEKS®
DISCLOSURE DOCUMENT FOR THE
STATE OF CALIFORNIA

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

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT www.dfpi.ca.gov.

The State of California has codified regulations specific to the food service industry. You may refer to California Plan Check Guide for Retail Food Facilities at http://www.ccdeh.com/resources/documents/food-safety-guidelines-1-152-california-plan-check-guide-for-retail-food-facilities-2/file. For further requirements, please see the California Retail Food Code at http://www.cdph.ca.gov/services/Documents/fdbRFC.pdf.

The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

Any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher.

Item 3

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

Item 6

1. The range of the actual audit costs will be $2,000 to $5,000.

2. The cost of the alternate supplier testing fees will range from $0 to $300 per hour.

3. The cost of any advanced, refresher or special training will range from $0 to $2,500.

4. Although not required as of the date of this Disclosure Document, we may require you to participate in our website. Any costs to you will range from $0 to $1,000 annually.

Item 17

1. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

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

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

4. Before the franchisor can ask you to materially modify your existing franchise agreement, Section 31125 of the California Corporations Code requires the franchisor to file a material modification application with the Department that includes a disclosure document showing the existing terms and the proposed new terms of your franchise agreement. Once the application is registered, the franchisor must provide you with that disclosure document with an explanation that the changes are voluntary.

5. The Franchise Agreement requires that all disagreements be resolved first by non-binding mediation, and if that process does not result in resolution, then by arbitration. The mediation and arbitration will occur in the city where we are headquartered, which presently is Los Angeles, California. The cost of arbitration will be borne by the losing party. You are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

6. YOU MUST SIGN A GENERAL RELEASE IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE SECTION 31512 VOIDS A PROSPECTIVE 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 2000 THROUGH 20043).

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

ADDENDUM TO ROBEKS FRANCHISE CORPORATION
CONTRACTS
FOR THE STATE OF CALIFORNIA

This FIRST ADDENDUM TO CONTRACTS ("Addendum") is made and entered into on _____, _____ by and between ROBEKS FRANCHISE CORPORATION, a California corporation ("we" or "us") and _____ ("you"), subject to the following recitals:

R E C I T A L S

A. You are a resident of the state of California or a non-resident who is acquiring franchise rights permitting the location of one or more ROBEKS® stores in the State of California.

B. The "Contracts" covered by this Addendum include all of the following contracts, copies of which are attached as exhibits to the Franchise Disclosure Document that we have delivered to you, i.e., Franchise Agreement; Area Development Agreement; Acknowledgement Addenda; General Release; Addendum to Lease; Confidentiality, Non-Disclosure and Non-Competition Agreement and Personal Guaranty (collectively referred to as the "Contracts").

C. To the extent that the parties enter into any of the Contracts now or in the future, they desire to amend the Contracts in order to conform them to the requirements of California law.

D. All capitalized terms in this Addendum shall have the same meaning assigned to them in the Contracts.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the parties, the parties agree as follows:

1. The above recitals are incorporated by the parties as part of their covenants and undertakings.

2. Notwithstanding anything to the contrary in Paragraph 17.C of the Franchise Agreement, for any default under Paragraph 17.C, Company must give Franchisee, under all circumstances and pursuant to the requirements of Paragraph 17.C, a written notice of the default which has been committed by Franchisee.

3. Notwithstanding anything to the contrary in Paragraphs 19.B.1 and 2 of the Franchise Agreement, Paragraph 19.H sets forth the requirements applicable to the death or Incapacity of Franchisee or Franchisee's Primary Owner, as applicable. The death or Incapacity of Franchisee or Franchisee's Primary Owner is not an automatic event of transfer under Paragraph 19.B.2; however, as noted in Paragraph 19.H.1, the Successor shall have 180 days from the date of death or Incapacity in which to (i) purchase the interest owned by the deceased or incapacitated individual, or (ii) complete the sale or assignment of the interest to a qualified, approved third party.

4. California Business and Professions Code Sections 20000 through 20043, the California Franchise Relations Act, provide rights to Franchisee concerning termination, transfer or non-renewal of a franchise. If the Contracts contains a provision that is inconsistent with the law, the law will control.

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

franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Both the governing law and choice of law for franchisees operating outlets located in California, will be the California Franchise Investment Law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

7. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

The parties agree that each of the Contracts, whether now existing or hereinafter entered into by the parties, shall be enforced in accordance with their terms, subject, however, to the terms of this Addendum.

IN WITNESS WHEREOF parties have executed this Addendum on the date first above written.

WE:	**YOU:**
ROBEKS FRANCHISE CORPORATION a California corporation	_____
By:_____	
Its:_____	

ADDENDUM TO ROBEKS®
DISCLOSURE DOCUMENT FOR THE
STATE OF ILLINOIS

Illinois law governs the Agreements.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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

ADDENDUM TO ROBEKS FRANCHISE CORPORATION
CONTRACTS
FOR THE STATE OF ILLINOIS

This FIRST ADDENDUM TO CONTRACTS ("Addendum") is made and entered into on _____, _____ by and between ROBEKS FRANCHISE CORPORATION, a California corporation ("we" or "us") and _____ ("you"), subject to the following recitals:

R E C I T A L S

A. You are a resident of the state of Illinois or a non-resident who is acquiring franchise rights permitting the location of one or more ROBEKS® stores in the State of Illinois.

B. The "Contracts" covered by this Addendum include all of the following contracts, copies of which are attached as exhibits to the Franchise Disclosure Document that we have delivered to you, i.e., Franchise Agreement; Area Development Agreement; General Release; Addendum to Lease; Confidentiality, Non-Disclosure and Non-Competition Agreement and Personal Guaranty (collectively referred to as the "Agreements.")

C. To the extent that the parties enter into any of the Agreements now or in the future, they desire to amend the Agreements in order to conform them to the requirements of Illinois law.

D. All capitalized terms in this Addendum shall have the same meaning assigned to them in the Agreements.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the parties, the parties agree as follows:

1. The above recitals are incorporated by the parties as part of their covenants and undertakings.

2. Illinois law governs the Agreements.

3. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

4. Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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

WE:

ROBEKS FRANCHISE CORPORATION
a California corporation

By:_____

Its:_____

YOU:

_____

ADDENDUM TO ROBEKS®
DISCLOSURE DOCUMENT FOR THE
STATE OF MARYLAND

The following applies to franchises and franchisees subject to Maryland statutes and regulations. The Item number corresponds to those in the main body:

Items 5 and 7

Items 5 and 7 are revised to include the following: The Maryland Securities Commissioner has required a financial assurance. Therefore, we have posted a surety bond, which is on file with the Maryland Securities Division. A copy of the bond is attached as Exhibit F-1.

Item 17

1. The general release required as a condition of renewal, sale and/or assignment/transfer of the franchise shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

2. The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a franchisee to agree to a release, estoppel or waiver of liability as a condition of purchasing a franchise.

3. None of the representations that you must make in purchasing the franchise are intended, or shall be construed, as a release, estoppel or waiver of claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The Maryland Franchise Registration and Disclosure Law Section requires the Company to file an irrevocable consent to be sued in the State of Maryland. The provisions in our contracts that require the venue of disputes outside of Maryland are not enforceable against a Maryland resident or against a non-resident who owns a franchise in the State of Maryland with respect to claims arising under the Maryland Franchise Registration and Disclosure Law. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after we grant you a franchise.

5. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law.

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

ADDENDUM TO ROBEKS FRANCHISE CORPORATION
CONTRACTS
FOR THE STATE OF MARYLAND

This FIRST ADDENDUM TO CONTRACTS ("Addendum") is made and entered into on _____, _____ by and between ROBEKS FRANCHISE CORPORATION, a California corporation ("we" or "us") and _____ ("you"), subject to the following recitals:

R E C I T A L S

A. You are a resident of the state of Maryland or a non-resident who is acquiring franchise rights permitting the location of one or more ROBEKS® stores in the State of Maryland.

B. The "Contracts" covered by this Addendum include all of the following contracts, copies of which are attached as exhibits to the Franchise Disclosure Document that we have delivered to you, i.e., Franchise Agreement; Area Development Agreement; General Release; Addendum to Lease; Confidentiality, Non-Disclosure and Non-Competition Agreement and Personal Guaranty (collectively referred to as the "Contracts.")

C. To the extent that the parties enter into any of the Contracts now or in the future, they desire to amend the Contracts in order to conform them to the requirements of Maryland law.

D. All capitalized terms in this Addendum shall have the same meaning assigned to them in the Contracts.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the parties, the parties agree as follows:

1. The above recitals are incorporated by the parties as part of their covenants and undertakings.

2. The Maryland Securities Commissioner has required a financial assurance. Therefore, we have posted a surety bond, which is on file with the Maryland Securities Division. A copy of the bond is attached as Exhibit F-1.

3. The parties acknowledge that the Maryland Franchise Registration and Disclosure Law (the "Law") prohibits a franchisor from requiring a franchisee to agree to any release, estoppel or waiver of liability or claims arising under the Law as a condition of purchasing, selling, renewing or assigning a franchise that is subject to the Law. The parties agree that no provision in any of the Contracts is intended to be, nor shall any provision act as, a release, estoppel or waiver of any liability or claims under the Law. The parties amend all provisions of the Contracts to the extent necessary to conform them to the requirements of the Law. The parties agree that Sections 4.B.7 and 19.E.2.e of the Franchise Agreement are revised to provide that any release given by Franchisee as a condition of renewal, sale or assignment of the franchise shall not constitute a release, estoppel or waiver of liability or claims under the Law. No representation made by Franchisee in the Contracts is intended to, nor shall it act as, a release, estoppel or waiver of any liability incurred under the Law.

4. The parties amend any statute of limitations period provided in the Contracts to state that any claims arising under the Law must be brought within 3 years after the grant of the franchise.

5. The provisions in the Contracts which provide for termination upon the franchisee's bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

6. Each provision in the Contracts establishing venue for litigation outside of Maryland is void with respect to a cause of action which is otherwise enforceable in Maryland. As to causes of action enforceable in Maryland, venue shall be in Maryland.

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

8. The Contracts, whether now existing or hereinafter entered into by the parties, shall be enforced in accordance with their terms, subject, however, to the terms of this Addendum.

IN WITNESS WHEREOF parties have executed this Addendum on the date first above written.

WE:	**YOU:**
ROBEKS FRANCHISE CORPORATION a California corporation	_____
By:_____	
Its:_____	

ADDENDUM TO ROBEKS®
DISCLOSURE DOCUMENT FOR THE
STATE OF MINNESOTA

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

The following applies to franchises and franchisees subject to Minnesota statutes and regulations. Item numbers correspond to those in the main body.

Item 6

Any service charges imposed on a returned ACH are subject to the limitations of Section 604.113 of the Minnesota Statutes, which section limits service charges to $30 on any dishonored check (as defined in the statute).

Item 13

We will undertake the defense of any third party claim of infringement involving the ROBEKS mark. You must cooperate with the defense in any reasonable manner we prescribe with any direct costs to be borne by us.

Item 17

1. Minn. Stat. Sec. 80C.21 declares void any condition, stipulation or provision purporting to bind a person to waive compliance with the Minnesota franchise law (Minn. Stat. sections 80C.01 to 80C.22 and the rules promulgated thereunder ("the Minnesota Act"). To the extent that any of the contracts that you sign with us contains a general release, or requires you to sign a general release at a later date, in favor of us, the general release will not operate to extinguish claims arising under, or relieve any person from liability imposed by, the Minnesota Act.

2. The Minnesota Act protects your right to require that the venue of any dispute be in Minnesota and that Minnesota law govern all contracts with us. It furthermore protects your right to a jury trial. To the extent any contract that you sign with us is inconsistent with the Minnesota Act, the contract shall be modified to conform with the Minnesota Act.

3. If any contract that you sign with us contains procedures for terminating the contract that are inconsistent with the Minnesota Act, the contract shall be modified to add the following:

> "Provided, however, with respect to franchises governed by Minnesota law, we agree to comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which, as of the date of this Agreement, require, except in certain specified cases enumerated in the referenced statute, that we give you a minimum of 90 days' notice of termination (with a minimum of 60 days to cure) and a minimum of 180 days' notice for non-renewal of the franchise agreement."

4. If any contract that you sign with us requires you to consent to our obtaining injunctive relief, the contract shall be amended to provide that, pursuant to Minn. Rule 2860.4400J, you cannot give such consent; provided, however, nothing shall prevent us from applying to a forum for injunctive relief.

5. If any contract that you sign with us contain a limitations period for bringing claims against us that is shorter than the limitations period provided under the Minnesota Act, the contract shall be modified to conform to the Minnesota Act.

ADDENDUM TO ROBEKS FRANCHISE CORPORATION
CONTRACTS
FOR THE STATE OF MINNESOTA

This FIRST ADDENDUM TO CONTRACTS ("Addendum") is made and entered into on _____, _____ by and between ROBEKS FRANCHISE CORPORATION, a California corporation ("we" or "us") and _____ ("you"), subject to the following recitals:

R E C I T A L S

A. You are a resident of the state of Minnesota or a non-resident who is acquiring franchise rights permitting the location of one or more ROBEKS® stores in the State of Minnesota.

B. The "Contracts" covered by this Addendum include all of the following contracts, copies of which are attached as exhibits to the Franchise Disclosure Document that we have delivered to you, i.e., Franchise Agreement; Area Development Agreement; General Release; Addendum to Lease; Confidentiality, Non-Disclosure and Non-Competition Agreement and Personal Guaranty (collectively referred to as the "Contracts.")

C. To the extent that the parties enter into any of the Contracts now or in the future, they desire to amend the Contracts in order to conform them to the requirements of Minnesota law.

D. All capitalized terms in this Addendum shall have the same meaning assigned to them in the Contracts.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the parties, the parties agree as follows:

1. The above recitals are incorporated by the parties as part of their covenants and undertakings.

2. The parties agree that any provision in any of the Contracts that requires you to provide us with a general release in violation of Minnesota law is illegal and of no force or effect.

3. The parties agree that if any provision in any of the Contracts requires venue to be in a state other than Minnesota, declares that the laws of a state other than Minnesota shall govern the Contracts, or requires you to waive its right to a jury trial, the applicable provision shall be amended to add the following:

> "Pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, nothing in this Agreement shall in any way abrogate or reduce any rights of Franchisee under Minnesota Statutes, Chapter 80C, or require you to waive your right to a jury trial, or require you to waive any other rights to any procedure, forum or remedies provided for by Minnesota law."

4. The parties agree that if provision in any of the Contracts contains procedures for terminating the Contract which are inconsistent with the Minnesota Act, the applicable provision shall be amended to add the following:

> "Provided, however, with respect to franchises governed by Minnesota law, we agree to comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which, as of the date of this Agreements, require, except in certain specified cases, that we give you

a minimum of 90 days' notice of termination (with a minimum of 60 days to cure) and a minimum of 180 days' notice for non-renewal of the franchise agreement."

5. The parties agree that any provision in any of the Contracts that requires you to consent to our obtaining injunctive relief is hereby modified to provide that, pursuant to Minn. Rule 2860.4400J, you cannot give such consent; provided, however, nothing herein shall prevent us from applying to a forum for injunctive relief.

6. If any provision in any of the Contracts contains a limitations period for bringing claims against us that is shorter than the limitations period provided under the Minnesota Act, the applicable provision is amended to conform to the Minnesota Act.

7. The parties agree that any service charges imposed by any of the Contracts on a returned ACH are subject to the limitations of Section 604.113 of the Minnesota Statutes, which section limits service charges to $30 on any dishonored check (as defined in the statute).

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

9. The parties agree that the Contracts, whether now existing or hereinafter entered into by the parties, shall be enforced in accordance with their terms, subject, however, to the terms of this Addendum.

IN WITNESS WHEREOF parties have executed this Addendum on the date first above written.

WE:

ROBEKS FRANCHISE CORPORATION
a California corporation

By:_____

Its:_____

YOU:

_____

ADDENDUM TO ROBEKS®
DISCLOSURE DOCUMENT FOR THE
STATE OF NEW YORK

The following information applies to franchises and franchisees subject to New York statutes and regulations. The Item number corresponds to those in the main body.

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.
REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. 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 FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party 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.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party 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.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as 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 that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled **"Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":**

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee":**

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled **"Assignment of contract by franchisor":**

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement or area development agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled **"Choice of forum",** and Item 17(w), titled **"Choice of law":**

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee or upon the area developer by Article 33 of the General Business Law of the State of New York.

ADDENDUM TO ROBEKS®
DISCLOSURE DOCUMENT FOR THE
STATE OF VIRGINIA

The following applies to franchises and franchisees subject to Virginia statutes and regulations. Item numbers correspond to those in the main body.

Any provision in any of the contracts that you sign with the Company which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et seq.).

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Robeks for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 17.h. of the Disclosure Document.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the franchise agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement or the Area Development Agreement does not constitute “reasonable cause”, as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

ADDENDUM TO ROBEKS®
DISCLOSURE DOCUMENT FOR THE
STATE OF WASHINGTON

The following information applies to franchises and franchisees subject to the Washington Franchise Investment Protection Act. Item numbers correspond to those in the main body:

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any

statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Use of Franchise Brokers. The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees and ask them about their experience with the franchisor.

ADDENDUM TO ROBEKS FRANCHISE CORPORATION
CONTRACTS
FOR THE STATE OF WASHINGTON

This FIRST ADDENDUM TO CONTRACTS ("Addendum") is made and entered into on _____, _____ by and between ROBEKS FRANCHISE CORPORATION, a California corporation ("we" or "us") and _____ ("you"), subject to the following recitals:

R E C I T A L S

A. You are a resident of the state of Washington or a non-resident who is acquiring franchise rights permitting the location of one or more ROBEKS® stores in the State of Washington.

B. The "Contracts" covered by this Addendum include all of the following contracts, copies of which are attached as exhibits to the Franchise Disclosure Document that we have delivered to you, i.e., Franchise Agreement; Area Development Agreement; General Release; Addendum to Lease; Confidentiality, Non-Disclosure and Non-Competition Agreement and Personal Guaranty (collectively referred to as the "Contracts").

C. To the extent that the parties enter into any of the Contracts now or in the future, they desire to amend the Contracts in order to conform them to the requirements of Washington law.

D. All capitalized terms in this Addendum shall have the same meaning assigned to them in the Contracts.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the parties, the parties agree as follows:

1. The above recitals are incorporated by the parties as part of their covenants and undertakings.

2. The parties mutually acknowledge and agree that:

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

2. RCW 19.100.180 may supersede the Contract in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Contract in your relationship with the franchisor including the areas of termination and renewal of your franchise.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Contract, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties

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

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

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of a franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

4. The parties agree that the Contracts, whether now existing or hereinafter entered into by the parties, shall be enforced in accordance with their terms, subject, however, to the terms of this Addendum.

IN WITNESS WHEREOF parties have executed this Addendum on the date first above written.

WE:

ROBEKS FRANCHISE CORPORATION
a California corporation

By:_____

Its:_____

YOU:

_____

EXHIBIT F-1

Maryland Surety Bond

THE HARTFORD

Verification Certificate

This is to certify that Bond No. issued by the member company of The Hartford subscribing this certificate, dated June 9, 2024

in the amount of One Hundred Ten Thousand Five Hundred Dollars

$110,500.00

on behalf of Robeks Franchise Corporation , as Principal,

and in favor of State of Maryland - Securities Division , as Obligee,

covers an indefinite term which began on June 9, 2024 , and ends with the cancellation of said bond; that said bond is now in full force and effect and will continue in full force and effect until cancelled.

ANNIVERSARY PREMIUM PERIOD: June 9, 2024 - June 9, 2025

Signed, Sealed, and Dated March 11, 2024

Attest or Witness

Shelby Wiggins

Surety

Hartford Fire Insurance Company

By: Joelle L LaPierre , Attorney in fact

HARTFORD FIRE INSURANCE CO. INCORPORATED 1810

1030-E-1

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: DAVID ZWEBER
Agency Code: 72-180044

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint
Joelle L LaPierre
of Lake Mary, Florida,
its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:
Bond No. 72BSBIR5252
Naming Robeks Franchise Corporation as Principal,
and State of Maryland - Securities Division as Obligee,
in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney**.**

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 11, 2024.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

Date: March 11, 2024

Agency Code: 72 180044
Agency Information
DAVID ZWEBER
8816 FOOTHILL BLVD STE 213
RANCHO CUCAMONGA, CA 91730

Obligee Information
OBLIGEE:
State of Maryland - Securities Division
Maryland Securities Commissioner 200 St. Paul Place
Baltimore, MD 21202

Insured / Principal: Robeks Franchise Corporation
Policy / Bond #: 72BSBIR5252
Account Name/Number:
Policy Term: June 9, 2024 - June 9, 2025
Type of Policy: Surety - License & Permit
Billing Term: Annual
Billing Type[1]: Direct Bill
Transaction Type: Renewal
Transaction Effective Date: June 9, 2024
Bond Limit: $110,500

Premium
$1,105

State Tax / Surcharge if applicable
$ /

This record is a billing advice only.

If you have any questions regarding this transaction, please contact your agent or The Hartford's Billing Department.

[1] **Billing Type:**
- Agency Bill – Premium will be billed through your Agent.
- Direct Bill – You will receive a billing statement directly from The Hartford.
    - Credit Card – Premium noted on this statement has been submitted to your Credit Card for this term only and it will be reflected in your Direct Bill notification you receive from The Hartford.

EXHIBIT G

Financial Statements

Robeks Franchise Corp.

(a wholly-owned Subsidiary of Robeks Corporation)

Financial Statements

For the Fiscal Years Ended December 31, 2023
December 25, 2022 and December 26, 2021

armanino

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INDEPENDENT AUDITOR'S REPORT

To the Stockholder
Robeks Franchise Corp.
(a wholly-owned Subsidiary of Robeks Corporation)
Los Angeles, California

Opinion

We have audited the accompanying financial statements of Robeks Franchise Corp. (a California corporation) (a wholly-owned Subsidiary of Robeks Corporation) (the "Company"), which comprise the balance sheets as of December 31, 2023, December 25, 2022 and December 26, 2021, and the related statements of income, stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Robeks Franchise Corp. (a wholly-owned Subsidiary of Robeks Corporation) as of December 31, 2023, December 25, 2022 and December 26, 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Change in Accounting Principle

As described in Note 2 to the financial statements, the Company adopted Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 326, *Financial Instruments - Credit Losses*, as of December 26, 2022, which alters the impairment recognition of financial assets from an "incurred loss" model to an "expected credit loss" model. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with auditing standards generally accepted in the United States of America, we:

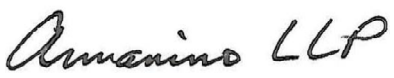
- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining,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

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Other Information

Management is responsible for the other information included in the Company's Franchise Disclosure Document. The other information comprises the required Franchise Disclosure Document information and exhibits but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance on it.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.



Armanino LLP
Los Angeles, California

April 19, 2024

Robeks Franchise Corp.
(a wholly-owned Subsidiary of Robeks Corporation)
Balance Sheets
December 31, 2023, December 25, 2022 and December 26, 2021

	2023	2022	2021
ASSETS			
Current assets			
Cash	$ 1,633,173	$ 2,072,173	$ 1,413,614
Accounts receivable, net	166,761	129,031	105,387
Prepaid expenses and other current assets	63,359	110,399	121,885
Due from Parent	3,912,082	3,106,937	2,906,458
Total current assets	5,775,375	5,418,540	4,547,344
Intangible assets, net	995,658	859,474	1,092,888
Other assets	49,557	51,816	53,553
Total assets	$ 6,820,590	$ 6,329,830	$ 5,693,785
LIABILITIES AND STOCKHOLDER'S EQUITY			
Current liabilities			
Accounts payable and accrued expenses	$ 384,613	$ 358,803	$ 269,209
Deferred revenue, current portion	202,840	300,715	227,555
Notes payable-mutual termination and release agreements, current portion	146,569	125,607	314,680
Total current liabilities	734,022	785,125	811,444
Notes payable-mutual termination and release agreements, net of current portion	302,538	86,568	212,175
Deferred revenue, net of current portion	322,174	254,639	297,791
Total liabilities	1,358,734	1,126,332	1,321,410
Stockholder's equity			
Common stock	3,602,649	3,602,649	3,602,649
Retained earnings	1,859,207	1,600,849	769,726
Total stockholder's equity	5,461,856	5,203,498	4,372,375
Total liabilities and stockholder's equity	$ 6,820,590	$ 6,329,830	$ 5,693,785

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

Robeks Franchise Corp.
(a wholly-owned Subsidiary of Robeks Corporation)
Statements of Income
For the Fiscal Years Ended December 31, 2023,
December 25, 2022 and December 26, 2021

	2023	2022	2021
Revenues			
Royalties	$ 3,890,307	$ 3,775,340	$ 3,263,320
Marketing contributions	1,479,522	1,414,770	1,227,424
Franchise fees	353,340	531,002	435,180
Other income	-	-	75,000
Total revenues	5,723,169	5,721,112	5,000,924
Operating expenses			
Salaries and related accounts	2,185,730	1,991,078	1,561,395
Marketing expenses	1,555,727	1,238,217	1,023,867
Sales commissions	223,594	325,569	493,774
Office	389,174	377,239	320,337
Legal and professional	458,956	441,916	243,502
Depreciation and amortization	306,355	233,414	88,137
Advertising	178,467	105,430	121,500
Meetings and travel	145,872	161,096	76,219
Credit loss expense	2,364	-	1,528
Total operating expenses	5,446,239	4,873,959	3,930,259
Income from operations	276,930	847,153	1,070,665
Interest expense, net	(18,572)	(16,030)	(4,766)
Net income	$ 258,358	$ 831,123	$ 1,065,899

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

Robeks Franchise Corp.
(a wholly-owned Subsidiary of Robeks Corporation)
Statements of Stockholder's Equity
December 31, 2023, December 25, 2022 and December 26, 2021

	Common Stock	Retained Earnings	Total
Balance, December 27, 2020	$ 3,602,649	$ (296,173)	$ 3,306,476
Net income	-	1,065,899	1,065,899
Balance, December 26, 2021	3,602,649	769,726	4,372,375
Net income	-	831,123	831,123
Balance, December 25, 2022	3,602,649	1,600,849	5,203,498
Net income	-	258,358	258,358
Balance, December 31, 2023	$ 3,602,649	$ 1,859,207	$ 5,461,856

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

Robeks Franchise Corp.
(a wholly-owned Subsidiary of Robeks Corporation)
Statements of Cash Flows
For the Fiscal Years Ended December 31, 2023,
December 25, 2022 and December 26, 2021

	2023	2022	2021
Cash flows from operating activities			
Net income	$ 258,358	$ 831,123	$ 1,065,899
Adjustments to reconcile net income to net cash provided by (used in) operating activities			
Allowance for doubtful accounts	-	-	(7,714)
Depreciation and amortization	306,355	233,414	88,137
Changes in operating assets and liabilities			
Accounts receivable	(37,730)	(23,644)	(1,416)
Prepaid expenses and other current assets	47,040	11,486	(111,081)
Due from Parent	(805,145)	(200,479)	20,492
Other assets	2,259	1,737	(6,771)
Accounts payable and accrued expenses	25,810	89,594	65,421
Deferred revenue	(30,340)	30,008	194,320
Net cash provided by (used in) operating activities	(233,393)	973,239	1,307,287
Cash flows from investing activities			
Acquisition of mutual termination and release agreements	(80,000)	-	(615,000)
Net cash used in investing activities	(80,000)	-	(615,000)
Cash flows from financing activities			
Principal payments on notes payable-mutual termination and release agreements	(125,607)	(314,680)	(39,170)
Net cash used in financing activities	(125,607)	(314,680)	(39,170)
Net increase (decrease) in cash	(439,000)	658,559	653,117
Cash, beginning of year	2,072,173	1,413,614	760,497
Cash, end of year	$ 1,633,173	$ 2,072,173	$ 1,413,614

Supplemental schedule of noncash investing and financing activities

Mutual termination and release agreements (see Note 4)	$ 362,539	$ -	$ 566,025

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

Robeks Franchise Corp.
(a wholly-owned Subsidiary of Robeks Corporation)
Notes to Financial Statements
December 31, 2023, December 25, 2022 and December 26, 2021

1. NATURE OF OPERATIONS

Robeks Franchise Corp. ("Robeks") was incorporated on June 15, 2000 in the state of California and was formed to create franchise opportunities for Robeks stores. Robeks is a wholly-owned subsidiary of Robeks Corporation (the "Parent"). Robeks is a franchisor and has entered into agreements with franchisees in various states and territories. The purpose of these agreements is for franchisees to operate and maintain retail Robeks locations. These locations sell Robeks smoothies, fresh juices, acai bowls, premium toasts, branded nutritional supplements and other retail snack foods.

Store franchise agreements

Franchise agreements have an initial term of ten years and include two 10-year renewal options. The franchisees are required to purchase branded nutritional supplements from a supplier designated by the Parent (see Note 5). The franchisees pay franchise fees to Robeks in exchange for selected training, manuals and approval of store design, layout and menu. They also pay a royalty fee based on their net sales.

The franchise agreements provide, among other items, termination provisions by both the franchisor and franchisee subject to defined conditions. The agreements also provide that certain franchise owners provide guarantees to Robeks.

Franchise agreement activity is as follows:

	2023	2022	2021
Balance, beginning of year	117	111	97
New agreements	8	15	18
Terminated agreements	(4)	(9)	(4)
Balance, end of year	121	117	111

Robeks locations in operation are as follows:

	2023	2022	2021
Balance, beginning of year	91	86	83
Stores opened	14	10	7
Stores closed	(3)	(5)	(4)
Balance, end of year	102	91	86

1. NATURE OF OPERATIONS (continued)

Regional director marketing agreements

The Company had 1, 2, and 3 Regional Director Marketing Agreements for each of the fiscal years 2023, 2022 and 2021, respectively, which cover certain bounded areas within California and various other territories outside of California for a period of 10 to 15 years. The agreements allow the Regional Directors to use certain business methods for the development and operation of retail stores, including store design and imaging, merchandising and marketing methods and the use of mandatory products and ingredients.

For these rights, the Regional Directors have agreed to pay Robeks a onetime development fee that depends on the population within the bounded areas as well as a onetime training fee. The Regional Directors have also agreed to spend a specified amount for advertising and promotion each sales quarter. The Regional Directors may also purchase Robeks store franchises in their territory. The Regional Directors receive commissions based on the sale of new franchises within their boundaries. A percentage of sales commission is payable upon the opening of the stores by new franchisees. Additionally, the Regional Directors receive a continuing royalty commission based on the net sales of the franchisees within their boundaries.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Change in accounting principle

In June 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-13, Topic 326, Financial Instruments - Credit Losses: Measurement of Credit Losses on Financial Instruments ("FASB ASU 326"), which significantly changed how entities measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The most significant change in the standard is a shift from an "incurred loss" model to an "expected credit loss" model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing the entity's exposure to credit risk and the measurement of credit losses. Financial assets held by Robeks that are subject to the guidance in FASB ASU 326 are accounts receivable.

Robeks adopted FASB ASU 326 effective December 26, 2022. The impact of the adoption was not considered material to the financial statements other than enhanced disclosures required by the standard.

Fiscal year

Robeks' fiscal year is based on a 52 or 53 week period ending on the last Sunday of December. All periods presented are 52 weeks. Throughout these Notes to Financial Statements, the fiscal periods will be referred to as 2023, 2022 and 2021.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Use of estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from these estimates.

Revenue recognition

The Company recognizes revenue under FASB Accounting Standards Codification Topic No. 606, *Revenue from Contracts with Customers* ("ASC 606").

Royalty fees are charged at 3% to 7% of net sales (gross sales less discounts) on a weekly basis and are recognized as earned. Additionally, Robeks has the right to require that franchisees contribute up to 2.5% of their net sales weekly to Robeks for cooperative advertising.

Franchise fees are recognized as performance obligations to customers are satisfied. The Company has identified three performance obligations in franchise agreements: securing real estate, providing pre-construction services and providing training services. Associated sales commissions are capitalized and recognized as expense as performance obligations are satisfied. Renewal fees are recognized over the life of the contract.

Deferred revenue consists of fees paid to the Company when a franchise agreement or area development agreement is signed. This revenue is deferred and recognized as performance obligations are satisfied by the Company.

Revenue from terminated contracts are recognized immediately as franchise fees. In 2023, 2022, and 2021, the Company terminated 4, 9, and 4 franchise agreements, respectively, of which $0, $44,500, and $0 of deferred revenue was recognized as franchise fees and $0, $2,500, and $0 of prepaid commissions was expensed, respectively, relating to these terminations.

Cash and cash equivalents

Robeks considers all short-term financial instruments purchased with an original maturity of three months or less to be cash equivalents. There were no cash equivalents for the periods reported.

Concentrations

Robeks maintains a cash balance at one financial institution insured by the Federal Deposit Insurance Corporation ("FDIC"). Robeks' bank balance occasionally exceeds FDIC-insured limits. Robeks has not experienced, and does not anticipate, any losses relating to cash held in this account.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Allowance for credit losses

Robeks recognizes an allowance for losses on accounts receivable in an amount equal to the current expected credit losses. The estimated allowance is based on relevant information about past events, including historical experience, current conditions, identifiable customer accounts, and reasonable and supportable management's assessment of future conditions. Robeks assesses collectability by pooling receivables where similar characteristics exist and evaluates receivables individually when specific customer balances no longer share those characteristics and are considered at risk or uncollectible. For all fiscal years presented, there was no allowance for credit losses as management believes accounts receivable to be fully collectible.

Prepaid expenses

Robeks defers all related direct sales expenses incurred during the franchise agreement and area development agreement sales process. These expenses (primarily commissions), as well as the corresponding revenues, are deferred and recognized when performance obligations have been satisfied by Robeks. The long-term portion of these prepaid commissions is included in other assets on the accompanying balance sheets.

Intangible assets

In August 2021, the Company entered into two Mutual Termination and Release Agreements (the "Agreements") with two Regional Directors to repurchase royalty commissions in regions located in the Mid-Atlantic and Midwest United States. The purchase price was based on royalties generated in the regions through April 19, 2021 and is being amortized over the lesser of the remaining life of the Regional Director agreements or the store franchise agreements. Total accumulated amortization on the region purchases was $527,825, $321,551, and $88,137 at 2023, 2022 and 2021, respectively.

In January 2023, the Company entered into a Mutual Termination and Release Agreement with a Regional Director to repurchase royalty commissions in a region located in the Southwest United States. The purchase price was based on a settlement amount of rolling 52 week sales royalties generated in the region and is being amortized over the lesser of the remaining life of the Regional Director agreement or the store franchise agreement. Total accumulated amortization on the region purchase was $100,081 at 2023.

Advertising costs

Robeks' policy is to charge advertising costs to expense when incurred. It employs no direct response advertising.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Allocated administrative and overhead expenses

Robeks' general and administrative expenses are allocated from the Parent based on a systematic method. All direct expenses are specifically identified and charged to Robeks.

Income taxes

Robeks is part of the Parent's consolidated corporate tax return for federal tax purposes. For state tax purposes, Robeks files as part of a combined state return. Therefore, any tax liability or tax refund is included as part of the "Due from Parent" account in the accompanying balance sheets.

Subsequent events

Robeks has evaluated events subsequent to December 31, 2023 to assess the need for potential recognition or disclosure in the financial statements. Such events were evaluated through April 19, 2024, the date the financial statements were available to be issued. Based upon this evaluation, it was determined that no subsequent events have occurred that require recognition or additional disclosure in the financial statements.

3. DEVELOPMENT AGREEMENTS

The Company entered into two domestic area development agreements ("Development Agreements") during fiscal year 2021. Each Development Agreement requires the franchisee to open and operate five stores and each Development Agreement required a $50,000 development fee. The first Development Agreement contains a protected territory within the metro area of Denver, Colorado and requires the franchisee to open and operate five stores within five years. The second Development Agreement contains a protected territory within the metro area of Salt Lake City, Utah and requires the franchisee to open and operate five stores within ten years.

The Company entered into five Development Agreements during fiscal year 2022. Four of the Development Agreements require the franchisee to open and operate three stores within 36 months, and each Development Agreement required a $30,000 development fee. One of the Development Agreements requires the franchisee to open and operate four stores within 48 months and required a $40,000 development fee. The Development Agreements contain protected territories within the metro areas of Riverside, California; Cuyahoga and Summit, Ohio; Maricopa, Arizona (2 of the agreements); Johnson and Wyandotte, Kansas.

The Company entered into three Development Agreements during fiscal year 2023. One of the Development Agreements was a First Amendment to add an additional agreement by an existing franchisee for a $10,000 development fee. This agreement will include portions of Riverside County, California. The other two Development Agreements require the franchisee to open and operate three stores within 36 months and each Development Agreement required a $30,000 development fee. The Development Agreements contain protected territories within the metro areas of Mesa and North Phoenix, Arizona.

4. NOTES PAYABLE - MUTUAL TERMINATION AND RELASE

The Company entered into notes payable in connection with the Mutual Termination and Release Agreements with three Regional Directors to repurchase royalty commissions in regions located in the Mid-Atlantic, Midwest, and Southwest United States (see Note 2).

The Company financed $193,990 of the Mid-Atlantic region purchase price of $593,990 by issuing a note payable. The note payable accrued interest at 4% per annum and matured in June 2022. Principal payments and interest of $75,000 were due quarterly, and a final payment of all unpaid principal and interest was paid on June 30, 2022.

The Company financed $372,035 of the Midwest region purchase price of $587,035 by issuing a note payable. The note payable accrues interest at 4% per annum and matures in August 2024. Principal payments and interest of $10,984 are due monthly.

The Company financed $362,539 of the Southwest region purchase price of $442,539 by issuing a note payable. The note payable bears interest at 3% per annum and matures in January 2029. Principal payments of $60,000 plus accrued interest are due annually, and a final payment of unpaid principal and interest is due January 2029.

The future maturities of the notes payable are as follows:

Year ending December 31,	
2024	$ 146,569
2025	60,000
2026	60,000
2027	60,000
2028	60,000
Thereafter	62,538
	449,107
Current portion	(146,569)
	$ 302,538

5. RELATED PARTY TRANSACTIONS

Shared expenses

During 2023, the Parent paid all shared expenses (see Note 2). At certain times, Robeks will remit funds from operations to the Parent. The difference between funds remitted and shared expenses paid by the Parent is included as "Due from Parent" in the accompanying balance sheets. This amount is unsecured, noninterest bearing and is due upon demand.

5. RELATED PARTY TRANSACTIONS (continued)

Regional director marketing agreement

Robeks entered into a Regional Director Marketing Agreement with the Parent's current President and Chief Financial Officer in October 2004 and Franchise Agreements in September 2008 and June 2021, prior to his executive position employment. He collects royalties and other commissions stipulated in his Regional Director Marketing Agreement. He collected $203,890, $209,489, and $181,985 in commissions during 2023, 2022 and 2021, respectively, which have been included in sales commissions expense in the accompanying statements of income. As of 2023, 2022 and 2021, $16,048, $20,023, and $12,000 of the commissions paid were deferred, respectively.

Nutritional supplement designated supplier

Franchisees are required to purchase certain nutritional supplements from a designated supplier. The designated supplier pays the Company's Parent a commission based on supplement sales. The Company's Parent earned $452,221, $429,324, and $416,501, in commissions during 2023, 2022, and 2021, respectively.

EXHIBIT H

Lists of ROBEKS Franchisees

Franchisees Operating ROBEKS® Store
Locations as of December 31, 2023

Franchisee	Contact	Address	City	State	Zip	Telephone
Juice by J, LLC	Jaime & Jenny Martinez	10485 W McDowell Rd, #105	Avondale	AZ	85392	480-219-9101
Cool Arizona, LLC	Greg & Debbie Sovka	430 S. Watson Road, #105	Buckeye	AZ	85326	623-259-9510
Cool Arizona, LLC	Greg & Debbie Soyka	15525 W. Roosevelt St. #112	Goodyear	AZ	85338	623-925-5667
I & JMM Holdings, LLC	Izabela Placek	5104 N Dysart Road, #108	Litchfield Park	AZ	85340	623-248-8336
R&M Juice Bar 465, LLC	Mario Valencia & Randall Ritchie	7625 S 59th Ave	Phoenix	AZ	85339	602-675-0534
R&M Restaurant Concepts, LLC	Mario Valenica & Randall Ritchie	2320 East Baseline Road, #156	Phoenix	AZ	85042	602-612-4958
Outlook Prescott, LLC	Dustin & Melissa Grey	3180 Willow Creek Rd. #A-2	Prescott	AZ	86301	928-771-1133
T &P2, LLC	Todd Poitras	3140 N. Glassford Hill Rd. #102	Prescott Valley	AZ	86314	928-227-0535
Juice by J, LLC	Jaime & Jenny Martinez	1840 E Warner Rd, #101	Tempe	AZ	85284	480-687-0985
SEMLOW, Inc.	Greg & Val Semlow	50 S. Houghton Rd., Ste. 160	Tucson	AZ	85748	520-731-2888
Lema & Associates, Inc.	Anthony Le	1001 N. San Fernando Blvd., Ste. 115	Burbank	CA	91504	818-845-1189
V&S Custom	Natalia Borta	20509 Devonshire St.	Chatsworth	CA	91311	818-998-5842
Divine Angels, LLC	Vandana Lodhia	2569 Chino Hills Pkwy, Unit L	Chino Hills	CA	91709	909-709-7380
Unlimited Dream Ventures, LLC	Anil Khatri	374 East H St. #1709	Chula Vista	CA	91910	619-422-4872
All Adapt Solutions, LLC	Amir Saket	2701 Harbor Blvd, #D2	Costa Mesa	CA	92626	714-438-0048
UER, LLC	Daniel Kwoh & Jessie Hao	3891 Overland Ave.	Culver City	CA	90232	310-838-2332
Takidin, Inc.	Andy Takieddine	4922 Balboa Blvd	Encino	CA	91316	747-200-7290
Majestic Juice Fullerton, Inc.	Steve Williamson	110 E. Imperial Hwy.	Fullerton	CA	92835	714-446-9550
Glendora Juice, Inc.	Maria Vazquez	1365 East Gladstone, Suite 400	Glendora	CA	91714	909-592-3199
Lema & Associates, LLC	Thuan Le	16958 San Fernando Mission Blvd.	Granada Hills	CA	91344	818-366-3860
Kenadiall Inc.	Icilda Sanford	2909 W 120th Street, Suite B	Hawthorne	CA	90250	323-696-9020
Casey Larkin, LLC	Casey Larkin	2208 Foothill Blvd	La Verne	CA	91750	909-593-2254
Smoothie Dreams, LLC	David Kim	2300 1st St. #116	Livermore	CA	94550	925-373-0100

Franchisee	Contact	Address	City	State	Zip	Telephone
UER, LLC	Daniel Kwoh & Jessie Hao	Student Union/1212 N. Bellflower Blvd.	Long Beach	CA	90815	562-961-3645
2Dine Corporation	Andy Takieddine	4547 E. Pacific Coast Hwy	Long Beach	CA	90804	562-961-8484
GOER LA, LLC	Daniel Kwoh	8905 S. Sepulveda	Los Angeles	CA	90045	310-642-7800
SKEB CORP	Omid Reyhaninan	Union Station 800 Alameda, K-4	Los Angeles	CA	90012	213-221-7405
Starlight Smoothies, Inc.	Kevin & Mariam Aivazian	419 W Pico Blvd	Los Angeles	CA	90015	310-775-7676
Starlight Smoothies II, Inc.	Kevin & Mariam Aivazain	505 S Flower Street, #B-110	Los Angeles	CA	90071	310-775-7676
Starlight Smoothies III, Inc.	Kevin & Mariam Aivazain	11700 National Blvd, #K	Los Angeles	CA	90064	310-436-2813
Kenz Corporation	Bob Kenz	941 W. Huntington Drive	Monrovia	CA	91016	626-357-4515
Moses Mnatsakanvan	Moses Mnatsakanvan	6130 Laurel Canyon Blvd, #155	North Hollywood	CA	91606	818-824-3131
The WRC, Inc.	Jeannette Earnshaw	343 W Esplanade Drive	Oxnard	CA	93030	805-485-5820
Roberto Marquez	Robert Marquez	39341 10th St W, Unit C	Palmdale	CA	93551	818-732-4974
Maria and David Vazquez	Maria Vazquez	143 West California Blvd	Pasadena	CA	91105	626-696-3378
Three Pyramids, LLC	Andrew Banning & Antonia Kepler	12354 Poway Road	Poway	CA	92064	858-883-4115
Energy California LLC	Jay Hutton	16588 Bernardo Center Drive	Rancho Bernardo	CA	92128	858-716-3000
Goh Healthy Life, Inc.	Eric Gani	8160 Haven Ave, Ste. 100	Rancho Cucamonga	CA	91730	909-944-3929
TNN Investments, Inc.	John Tram	5285 Overland Ave., Ste 103	San Diego	CA	92123	858-565-1290
Energy California LLC	Jay Hutton	1025 Camino de la Reina #4	San Diego	CA	92108	619-299-3280
W Foods, LLC	Sergio Washington	12940-B Foothill Blvd,	San Fernando	CA	91340	818-921-9259
Ascend Capital Partners, LLC	Heather Richmond & Kendra Dawn	133 N Twin Oaks Valley Road, Suite 108	San Marcos	CA	92069	760-752-8300
C-Rose Enterprises, LLC	Denise & Camryn Sparacio	15301 Ventura Blvd., Space #P-15	Sherman Oaks	CA	91403	818-905-5172
Brasco Juice Inc.	Scott Alvarado	31845 Temecula Pkw, #104	Temecula	CA	92592	951-225-2246
**Valley Smoothies, Inc.	David Rawnsley	1404 N Morepark Road	Thousand Oaks	CA	91360	805-371-1260
Simon Kwang Chul Pyo	Simon Kwang Chul Pyo	25345 Crenshaw Blvd, Unit C	Torrance	CA	90505	310-530-3268
Gonzalez Juices, Inc.	Katherine	26810 The Old Rd.	Valencia	CA	91381	661-259-4712

Franchisee	Contact	Address	City	State	Zip	Telephone
Shree Investment Group, LLC	Hemkant Patil	6171 Sepulveda Blvd, Suite A—2	Van Nuys	CA	91411	747-208-0495
Juice Plus, Inc.	Ryan Tierney	1780 Victoria Ave Ste B	Ventura	CA	93003	805-644-6667
Effort California, LLC	Jay Hutton	36250 Hidden Springs Road, C	Wildomar	CA	92595	951-678-4444
Historical Hamster, LLC	Angela Baker	3105 South Peoria St, #101-A	Aurora	CO	80014	303-862-8728
Legendary Berry Corp.	Angela Baker	12235 Pine Bluffs Way, Suite 103	Parker	CO	80134	720-379-5576
Healthy Eats, LLC	Patrik Kovac & Mark Henriques	109 Federal Road	Danbury	CT	06811	203-300-5506
Smoothie Time, LLC	Anderson Jimenez	641 Farmington Ave, #2	Bristol	CT	06010	860-261-5903
True Tangent Inc.	Kasia Seremet	2061 Black Rock Turnpike	Fairfield	CT	06825	203-923-8800
Campus Smoothies, LLC	Patrik Kovac & Mark Henriques	5151 Park Ave (Bobby Valentine Rec Center)	Fairfield	CT	06825	203-240-5466
Newtown Juice, LLC	Patrik Kovac & Mark Henriques	75 Church Hill Road, #4	Newtown	CT	06470	203-304-1052
It Is Good II, LLC	Teah Maunula	404 Westport Avenue	Norwalk	CT	06851	203-642-4787
Shelton Smoothie & Juice, LLC	Patrik Kovac & Mark Henriques	110 Commerce Drive, Ste 114	Shelton	CT	06484	203-447-0540
It Is Good, LLC	Ari & Teah Maunula	2397 Summer St.	Stamford	CT	06905	203-359-2100
Health Booster, LLC	Prakesh Patel	967 Farmington Ave.	West Hartford	CT	06107	860-523-1323
OMGXI LLC	Greg Calvitt	4523 Wisconsin Ave NW	Washington	DC	20016	202-244-1784
Melina, LLC	Mewail Ghirmay &	1707 L Street NW	Washington	DC	20036	202-223-8805
AZ Global Enterprises, LLC	Alexandra Betancourt	5335 NW 87th Ave, C-105	Doral	FL	33178	786-655-9878
Dollar Bonanza	Hassain Issa	12510 SW 120th St.	Miami	FL	33186	305-255-5503
Fitzpatrick Entities LLC	Jason Fitzpatrick	628 3 Atlantic Blvd	Neptune Beach	FL	32266	904-404-8668
Silversky Enterprise LLC	Myrna Sterling	11225 Miramar Pkwy, #225	Miramar	FL	33025	854-399-8183
Tampa Bay City Holdings, LLC	Jo & Gary Schaaf	1211 E Kennedy Blvd, Unit 101A	Tampa	FL	33602	813-566-1633
Juice Bar Holdings, Inc.	Anna Pechin	2936 Showplace Dr., Suite 116	Naperville	IL	60564	630-637-0345
Townsend Development Group, Inc.	Kenneth & Angela Townsend	9400 W 159th #100	Orland Park	IL	60467	708-590-6950
Townsend Development Group, Inc.	Kenneth & Angela Townsend	4704 Caton Farm Road	Plainfield	IL	60586	815-782-4200
Pancake Capital, LLC	Cole Friedman	8154 W. 135th St.	Overland	KS	66223	913-851-4844
MRH2, LLC	Mandeep & Ripu Sidhu	4984 Roe Blvd	Roeland Park	KS	66205	913-217-7652
South River Smoothies, Inc.	Charles (Chuck) Jeffries	2466 Solomon's Island Rd.	Annapolis	MD	21401	410-266-1393

Franchisee	Contact	Address	City	State	Zip	Telephone
The Ophir Group, LLC	Calvin Smith	1403 Research Blvd, Suite A7	Rockville	MD	20850	240-386-8468
JSRone, INC.	Michael Jacobs	1081 Stoneleigh Ave, Suite 2	Carmel Hamlet	NY	10512	845-630-5189
Burr Endeavors, LLC	Greg Burrington	1650 W. Market St.	Akron	OH	44313	330-865-9552
Great Shake, LLC	Christopher "Kit" Arn	3757 West Market, Suite C	Akron	OH	44333	330-670-9866
Burrington Enterprises, LLC	Greg Burrington	4466 Belden Village St.	Canton	OH	44718	330-491-1830
Swamishree, Inc.	Chinu & Jyoti Patel	14875 Detroit Road, #4	Lakewood	OH	44107	216-772-2200
Craft Extract LLC	Rebecca Combs	7924 Mason-Montgomery Road, #8	Mason	OH	45040	513-486-1023
Patrick Harvey and Company, LLC	Greg Burrington	23420 Lorain Rd.	North Olmstead	OH	44070	440-801-1850
STACCT, LLC	Steven Brown	4222 Kent Road	Stow	OH	44224	330-688-0257
SMBURR, LLC	Suzanne Burrington	18025 Rovalton Road East	Strongsville	OH	44136	440-572-1640
Fort Hayes, LLC	Olivia Fortner	988 B High Street	Wadsworth	OH	44281	330-331-7234
J. Fresh, LLC	Julianne Rose	4025 Richmond Rd., Ste. B	Warrensville Heights	OH	44122	216-831-1860
Good 2 Go, LLC	Julianne Rose & Sharon Bonamer	30319 Detroit Rd.	Westlake	OH	44145	440-835-5510
Sandys Smoothies, LLC	Cassandra Merriman	5874 SOM Center Road	Willoughby	OH	44094	440-278-4232
Fresh Awesomeness, LLC	Pao-Ho Wan & Samer Merchant	25 East 11400 South	Sandy	UT	84070	385-237-3995
Party of Six Juice, LLC	David & Leslie Hutchinson	5824 Kingstowne Ctr, Ste 100	Alexandria	VA	22315	703-310-4394
Party of Six Juice, LLC	David & Leslie Hutchinson	4115 A S. 28th St.	Arlington	VA	22206	703-379-5640
G&S Capitol, LLC	Kenneth Templeton	43145 Broadlands Center Plaza, #117	Ashburn	VA	20418	703-687-4027
Prado Associates LLC	Sandra Prado	1063 West Broad St.	Falls Church	VA	22046	703-538-4111
S&G Capitol LLC	Kenneth Templeton	135 Robinson Mill Rd NE, #112	Leesburg	VA	20175	703-984-0388
VK1, LLC	Mark Van Kirk & Josue Chaves	6661-A Old Dominion Dr	McLean	VA	22101	703-288-0082
Party of Six Foods, LLC	David & Leslie Hutchinson	1835 Fountain Dr.	Reston	VA	20190	703-787-7755
Party of Six Foods, LLC	David & Leslie Hutchinson	22035 Dulles Retail Plaza, Ste. 110	Sterling	VA	20166	703-444-2611
G&S Capitol, LLC	Kenny Templeton	21012 Southbank St.	Sterling	VA	20165	703-444-0920
JECC, LLC	Josue Chavez	8324-B Old Keene Mill Road	West Springfield	VA	22152	703-712-7896
Travis Norwick, LLC	Travis Norwick	3110 Woburn St.	Bellingham	WA	98226	360-734-6363

** Designates a Regional Director.

Corporate-Owned ROBEKS® Store
Locations as of December 31, 2023

Franchisee	Contact	Address	City	State	Zip	Telephone
Robeks Operations Corp.[1]	David Rawnsley	5348 W. Rosecrans Ave.	Hawthorne	CA	90250	424-297-0148
Robeks Operations Corp. [1]	David Rawnsley	8250 Mira Mesa Blvd., Suite C	Mira Mesa	CA	92126	858-271-4585

[1] This store is operated by our affiliate, Robeks Operations Corp., as noted in Item 1.

ROBEKS® Franchisees that Signed
Franchise Agreements but not yet Opened
Stores as of December 31, 2023

Franchisee	Contact	Address	City	State	Zip	Telephone
Konnected Enterprises Inc	Fred & Anita Edwards	16305 W Pima Street	Goodyear	AZ	85338	623-556-7587
CREANDCO LLC	Andrew & Mandy Crandell	2754 PineView Ct	Overgaard	AZ	85933	928-240-2023
Shankar Retail LLC	Nitin Gupta	16841 N 31st Ave, Suite 102	Phoenix	AZ	85053	623-225-9877
Edgar & Brenda Lopez	Edgar & Brenda Lopez	15240 W Georgia Drive	Surprise	AZ	85379	623-340-4856
Maria & David Vazquez (1)	Maria & David Vazquez	1208 Oakglen Ave	Arcadia	CA	91006	626-695-0306
Maria & David Vazquez (1)	Maria & David Vazquez	1208 Oakglen Ave	Arcadia	CA	91006	626-695-0306
Moses Mnatsaknvan (1)	Moses Mnatsaknvan	8637 Lehigh Ave	Los Angeles	CA	91352	818-725-6165
Rajesh Kumar & Poonam Sachan	Rajesh Kumar	3666 Military Ave	Los Angeles	CA	90034	310-920-6461
LA Glendale Smoothies, INC	Levon Aroutiounian	11045 Califa Street	North Hollywood	CA	91601	818-482-7619
Natalia Borta	Natalia Borta	12411 W Fielding Circle, #5214	Playa Vista	CA	90094	323-794-9140
Jay Hutton	Jay Hutton	39520 Murrieta Hot Springs Road, Suite 209-	Temecula	CA	92563	587-437-4920
GG Smooothie Inc	Marianna Muradyan	6750 Hazeltine Ave	Van Nuys	CA	91405	747-249-4912
AZ Global Enterprises, LLC (1)	Alexandra Betancourt	2545 SW 57 Court	Miami	FL	33155	305-776-3609
AZ Global Enterprises, LLC (1)	Alexandra Betancourt	2545 SW 57 Court	Miami	FL	33155	305-776-3609
PATWATSON PROPERTIES LLC	Patrick Watson	978 NW Leonardo Circle	Port St. Lucie	FL	34986	954-817-0943
Michael & Julianne Rose	Mike & Julianne Rose	2620 Hidden Canyon Drive	Brecksville	OH	44141	440-554-2178
5TARA JUICE INC	Banpreet Singh	5552 Woodmansee Way	Liberty	OH	45011	347-279-7119
Rebecca Combs (1)	Rebecca Combs	305 Lakeview Drive	Mason	OH	45040	513-978-3321
Rebecca Combs (1)	Rebecca Combs	305 Lakeview Drive	Mason	OH	45040	513-978-3321
Sharee & Sharon King	Sharee King	1180 Apache Drive, #304	Parma Heights	OH	44130	216-355-2599
Shetul Shah & Devendrsinh Jadeja	Shetul Shaw & Devendrsinh Jadeja	18455 Sierra Springs Square	Leesburg	VA	20176	404-285-8090

(1) Indicates that this franchisee currently has one or more stores open under separate franchise agreement(s).

Developers with Signed Area Development Agreement but
No Open Stores as of December 31, 2023

The below listed developers signed an Area Development Agreement but have not opened any Robeks Stores as of December 31, 2023:

Developer	Contact	Address	City	State	Zip	Telephone
Mandy & Andrew Crandell	Mandy & Andrew Crandell	2745 PineView Court	Overgaard	AZ	85933	928-240-2023
Konnected Enterprisees Inc.	Fred & Anita Edwards	16305 W Pima Street	Goodyear	AZ	85338	623-556-7587
Edgar Lopez and Brenda Lopez	Edgar & Brenda Lopez	15240 W Georgia Drive	Surprise	AZ	85379	623-340-4856
Sharee King and Sharon King	Sharee & Sharon King	11180 Apache Drive, #304	Parma Heights	OH	44130	216-355-2599

Franchisee Operating Locations
That Have Been Transferred
During the Fiscal Year Ended December 31, 2023

Franchisee	Contact	City	State	Telephone
Norte, LLC	Scott Simmons	Prescott	AZ	928-710-3063
The Healthy Alternative Life Style, LLC	Carol Gilson	Prescott Valley	AZ	928-778-1878
Ramon S Barredo Investments, Inc.	Ramon Barredo	Glendora	CA	626-831-1748
Oakmont Investments, LLC	Kent & Sharon Ellis	San Marcos	CA	619-818-6701
Valley Smoothies, Inc.	David Rawnsley	Sherman Oaks	CA	805-371-7176
Shree Investment Group, LLC	Anilkumar Bansal	Van Nuys	CA	786-925-8901
Mokasa Group, LLC	Saleema Roy	Washington	DC	404-917-4314
AMR Enterprises, LLC	Anne Randles	Stow	OH	330-354-6143
Fresh & Tasty LLC	Mabel Ledezma	Falls Church	VA	571-295-2428

Franchisee Locations
That Left the System During Fiscal Year
Ended December 31, 2023

Franchisee	Contact	City	State	Zip	Telephone
A&S Financial Services, Inc.	Anil Bansal	Burbank	CA	91505	818-558-6450
Smooth Juice, Inc.	Michael Norton	Mira Mesa	CA	92126	858-924-2558
Harrah's	Jill Barrett	Valley Center	CA	92082	760-651-3510
Han Corporation	Warren Han	Barrigada Heights	GU	96913	671-777-6191

EXHIBIT I

Manual Table of Contents

Subject	Number of Pages
Introduction	3
Service Standards	6
Station Operations	11
Reference Recipes & Nutritionals	1
Food Safety & Sanitation	5
Cleaning	11
Equipment	52
Cash Management	6
Robeks Revenue Channels	5
Managing Labor	6
Managing Products	7
Loss Prevention	5
Accounting Basics	23
Recruiting & Interviewing	24
Team Member & Guest Safety	6
Crisis Management	8
Enforcement of Standards	5
Total Number of Pages	**184**

EXHIBIT J

Renewal Addendum

AMENDMENT NO. _____ TO FRANCHISE AGREEMENT
(RENEWAL AMENDMENT)

This Amendment No. ____ to Franchise Agreement (the "**Renewal Amendment**") is entered into as of the _____ day of _____, 20____ (the "**Effective Date**") by and between ROBEKS FRANCHISE CORPORATION, a California corporation ("**Company**"), and _____ _____, a(n) _____ ("**Franchisee**").

A. Company and Franchisee have entered into a franchise agreement (the "**Original Franchise Agreement**") pursuant to which Company has granted Franchisee a right and obligation to establish and operate a ROBEKS store, using the Proprietary Marks and the ROBEKS System, at this location: _____ _____ (the "**ROBEKS Store**").

B. Simultaneously herewith, the parties are entering into a renewal Franchise Agreement (the "**Franchise Agreement**") for the continued operation of the ROBEKS Store upon expiration of the term of the Original Franchise Agreement.

C. The parties wish to confirm the term of the Franchise Agreement and to modify the Franchise Agreement with respect to the payment of the initial franchise fee, as more particularly set forth below.

NOW, THEREFORE, the parties hereby agree and acknowledge as follows:

1. This Renewal Amendment shall be attached to and incorporated in the Franchise Agreement.

2. The term of the Franchise Agreement will be [_____] years, and Section 4.A of the Franchise Agreement is hereby amended accordingly.

3. [Section 4.B. of the Franchise Agreement is hereby deleted and the following is inserted in lieu thereof: "Intentionally Omitted".]

4. Section 11.A of the Franchise Agreement is amended to provide that no initial franchise fee shall be due upon execution of the Franchise Agreement. The parties acknowledge that Franchisee has paid to Company the renewal fee as required under Section 4.B of the Original Franchise Agreement.

5. Except as expressly provided in this Amendment, the Franchise Agreement and the respective rights and obligations of Franchisee and Company thereunder shall remain unchanged and be enforceable according to the terms of the Franchise Agreement. Notwithstanding anything to the contrary in the Franchise Agreement, in the event of a conflict between the provisions of the Franchise Agreement and the provisions of this Renewal Amendment, the provisions of this Renewal Amendment shall control.

6. Franchisee, for itself and each of its past and present heirs, executors, administrators, representatives, affiliates, directors, officers, owners, successors and assigns and on behalf of any other party claiming an interest through Franchisee, in their corporate and individual capacities (collectively "**Releasor**"), hereby releases and forever discharges Company and each of its predecessors, successors, affiliates, subsidiaries, assigns, officers, directors, shareholders, agents and employees, and their respective heirs, executors, administrators, representatives, successors and assigns, in their corporate and individual capacities (collectively "**Releasees**"), from, in respect of and in relation to any and all claims, actions, causes of action, suits, debts, obligations, liabilities, sums of money, costs and expenses, acts, omissions or refusals to act, damages, judgments and demands, of any kind whatsoever, joint or several, known or unknown, vested or contingent, which the Releasor ever had, now has or which Releasor hereinafter can, will or may have, against Releasees related to, arising from, for, upon or by reason of any matter, cause or thing whatsoever related to the Original Franchise Agreement and the ROBEKS Store business operated thereunder or any other agreement between Releasor and Releasees, or the relationship between Releasor and Releasees, through the Effective Date (collectively, the "**Claims**"), for known or unknown damages or other losses, including but not limited to any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Original Franchise

Agreement or any other related agreement between Releasor and Releasees or the relationship between Releasor and Releasees through and including the Effective Date. For avoidance of doubt, the Releasor does not release Releasees from any obligations arising by virtue of the Franchise Agreement and any claims arising from the Releasees' failure to comply with those obligations or the Franchise Disclosure Document furnished to Franchisee as part of entering into the Franchise Agreement and the franchise laws that apply to the specific offer, sale and signing of the Franchise Agreement.

The release of the Claims as set forth above is intended by the Releasor to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the Releasees regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. In making this voluntary express waiver, the Releasor acknowledges that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Releasor's intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. The Releasor acknowledges that Releasor has had adequate opportunity to gather all information necessary to enter into this Renewal Amendment and to grant the releases contained herein, and needs no further information or knowledge of any kind that would otherwise influence the decision to enter into this Renewal Amendment. The Releasor, for itself and its heirs, successors and assigns, hereby expressly, voluntarily, and knowingly waives, relinquishes and abandons each and every right, protection, and benefit to which they would be entitled, now or at any time hereafter under Section 1542 of the Civil Code of the State of California, as well as under any other statutes or common law principles of similar effect to said Section 1542, whether now or hereafter existing under the laws of California or any other applicable federal or state law with jurisdiction over the parties' relationship. The Releasor acknowledges that Section 1542 of the Civil Code of the State of California provides as follows:

> "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor or released party."

This release is and shall be and remain a full, complete and unconditional general release. The Releasor acknowledges and agrees that this release is an essential, integral and material term of this Renewal Amendment. The Releasor further acknowledges and agrees that no violation of this Renewal Amendment shall void the release set forth herein.

This release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

IN WITNESS WHEREOF, the parties have executed this Renewal Amendment on the date first above written.

Company:

ROBEKS FRANCHISE CORPORATION,

a California corporation

By: _____

Print Name: David G. Rawnsley

Its: President & Chief Financial Officer

Franchisee:

_____,

a(n) _____

By: _____

Print Name: _____

Its: _____

EXHIBIT K

SBA Addendum

ADDENDUM
RELATING TO
Robeks Franchise Corporation
FRANCHISE AGREEMENT

THIS ADDENDUM (Addendum) is made and entered into on _____, 20____, by and between ROBEKS FRANCHISE CORPORATION, a California corporation located at 5220 Pacific Concourse Drive, Suite 395, Los Angeles, CA 90045 ("Franchisor"), and _____, a(n) _____ located at _____ ("Franchisee").

Recitals. Franchisor and Franchisee entered into a Franchise (or License) Agreement on _____ (the "Franchise Agreement"). Franchisee agreed among other things to operate and maintain a franchise located at _____, designated by Franchisor as Store No. _____ (the "Store"). Franchisee has obtained from a lender a loan (the "Loan") in which funding is provided with the assistance of the United States Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. The Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof.

2. Section 19.C. of the Franchise Agreement provides that Franchisor or any Third Party Assignee of Franchisor may elect pursuant to its Right of First Refusal to exercise said option when Franchisee decides to sell partial interest(s) in the business. This section is hereby amended to reflect that Franchisor or any Third Party Assignee of Franchisor will not exercise the option for any partial sale of Franchisee's business. Franchisor or any Third Party Assignee of Franchisor may not become a partial owner of any SBA financed franchises.

3. If Franchisee becomes disabled under Section 19.H.2 of the Franchise Agreement and the parties are unable to agree as to whether Franchisee is permanently disabled, the disability shall be determined by three (3) physicians chosen in the following manner: Franchisee shall select one and Franchisor shall select one, and the two physicians so chosen shall select a third physician. The decision of the majority of the physicians so chosen shall be conclusive.

4. Section 24.A.2 is amended so that Franchisor may not exercise reasonable business judgment in its approval of any sale, assignment, or transfer of interest by Franchisee where consent of Franchisor is required.

5. This Addendum automatically terminates on the earliest to occur of the following: (i) a Termination occurs under the Franchise Agreement; (ii) the Loan is paid; or (iii) SBA no longer has any interest in the Loan.

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

FRANCHISOR:

ROBEKS FRANCHISE CORPORATION,
a California corporation

By: _____
Print Name: David Rawnsley
Its: President & Chief Financial Officer

FRANCHISEE:

_____,
a(n) _____

By: _____
Print Name: _____
Its: _____

EXHIBIT L

State Effective Dates

STATE EFFECTIVE DATES

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

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

State	Effective Date
California:	[PENDING]
Illinois:	April 19, 2024
Indiana:	[PENDING]
Maryland:	SEE SEPARATE FDD
Michigan:	April 19, 2024
Minnesota:	May 17, 2024
New York:	May 29, 2024
Rhode Island:	May 2, 2024
Virginia:	April 19, 2024
Washington:	[PENDING]

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

EXHIBIT M

Receipts

RECEIPT

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

If Robeks Franchise Corporation offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that Robeks Franchise Corporation gives you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Robeks Franchise Corporation gives you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Robeks Franchise Corporation does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is Robeks Franchise Corporation, located at 5220 Pacific Concourse Drive, Suite 395, Los Angeles, CA 90045. Its telephone number is (310) 727-0500.

The name, principal business address and telephone number of each franchise seller offering the franchise: Todd Peterson and Dawn Eriksen-Foy, Robeks Franchise Corporation, 5220 Pacific Concourse Drive, Suite 395, Los Angeles, CA 90045, (310) 727-0500, and _____

_____

_____

_____ [*Any other franchise seller involved in a particular franchise transaction must be disclosed here before the Disclosure Document is given to the prospective franchisee.*]

Issuance Date: April 19, 2024

See Exhibit A for our registered agents authorized to receive service of process.

I have received a Robeks Franchise Disclosure Document dated April 19, 2024 (see state effective dates on the state cover page) that included the following exhibits: (A) State Administrators and Agents for Service of Process, (B) Franchise Agreement, (C) Area Development Agreement, (D) General Release, (E) Confidentiality, Non-Disclosure and Non-Competition Agreement, (F) State-Specific Addenda to the FDD and Agreements, (G) Financial Statements, (H) Lists of ROBEKS® Franchisees, (I) Manual Table of Contents, (J) Renewal Addendum, (K) SBA Addendum, (L) State Effective Dates, and (M) Receipts.

DATE RECEIVED: _____ SIGNED: _____,

Check one

_____ Individually; or

_____ As an officer, partner or member of _____,

type of entity: _____

PRINT NAME: _____ PHONE: _____

ADDRESS: _____

_____

Prospective Franchisee's Copy

RECEIPT

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

If Robeks Franchise Corporation offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that Robeks Franchise Corporation gives you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Robeks Franchise Corporation gives you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Robeks Franchise Corporation does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

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_____

_____

_____ [*Any other franchise seller involved in a particular franchise transaction must be disclosed here before the Disclosure Document is given to the prospective franchisee.*]

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DATE RECEIVED: _____ SIGNED: _____,

Check one

_____ Individually; or

_____ As an officer, partner or member of _____,

type of entity: _____

PRINT NAME: _____ PHONE: _____

ADDRESS: _____

_____

Franchisor's Copy